

Tuesday, July 16, 2019, 7:00 PM

Web Site: www.cityoftracy.org

City Council Chambers, 333 Civic Center Plaza, Tracy

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

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

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

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

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

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

CALL TO ORDER
PLEDGE OF ALLEGIANCE
INVOCATION
ROLL CALL
PRESENTATIONS

1. CONSENT CALENDAR

- 1.A. ADOPTION OF JULY 2, 2019 CLOSED SESSION AND REGULAR MEETING MINUTES
- 1.B. RESCIND RESOLUTION NO. 2004-387; APPROVE THE REMOVAL OF PARKING RESTRICTIONS ON STONEBRIDGE DRIVE AND MARIANI COURT; AND AUTHORIZE THE INSTALLATION OF "NO PARKING VEHICLES OVER 5 TONS" SIGNS
- 1.C. AUTHORIZE THE APPOINTMENT OF ELEVEN YOUTH COMMISSIONERS AND ONE ADULT COMMISSIONER TO THE YOUTH ADVISORY COMMISSION
- 1.D. AUTHORIZE SUBMISSION OF AN APPLICATION FOR THE PROP 68 STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM (SPP) GRANT FOR LINCOLN PARK REVITALIZATION AND AUTHORIZE THE CITY MANAGER, OR DESIGNEE, TO ACCEPT THE SPP GRANT, IF AWARDED
- 1.E. APPROVE A GENERAL SERVICES AGREEMENT WITH COMFORT AIR, INC., OF STOCKTON, CA., TO PERFORM REPAIRS TO THE PLUMBING AT TRACY CITY HALL AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ANY MINOR AMENDMENTS TO THE AGREEMENT NOT TO EXCEED \$67,580 FOR FY 2019-20
- 1.F. AWARD A CONSTRUCTION CONTRACT TO ST. FRANCIS ELECTRIC, LLC OF SAN LEANDRO, CALIFORNIA, IN THE AMOUNT OF \$997,650 FOR THE INSTALLATION OF A TRAFFIC SIGNAL AT LAMMERS ROAD AND SCHULTE ROAD (WEST), CIP 72068, AND AUTHORIZE THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE CONTINGENCY AMOUNT OF \$100,000, IF NEEDED
- 1.G. APPROVE REAL PROPERTY PURCHASE AGREEMENTS BETWEEN THE CITY OF TRACY AND FOUR PROPERTY OWNERS FOR ACQUISITION OF RIGHT-OF-WAY AND EASEMENTS REQUIRED FOR THE WIDENING OF CORRAL HOLLOW ROAD BETWEEN OLD (WEST) SCHULTE ROAD AND LINNE ROAD, CIP 73144
- 1.H. GRANT THE CITY MANAGER OR DESIGNEE AUTHORITY TO SUBORDINATE EXISTING HOUSING SUCCESSOR FUND LOANS AND EXECUTE ASSUMPTION AGREEMENTS FOR MULTI-FAMILY HOUSING DEVELOPMENTS
- 1.I. APPROVE AN EXTENSION OF THE AGREEMENT FOR PROPERTY TAX ALLOCATION UPON ANNEXATION BETWEEN THE COUNTY OF SAN JOAQUIN AND THE CITY OF TRACY

- 1.J. APPROVE A PURCHASE AND SALE AGREEMENT FOR REAL PROPERTY BETWEEN THE CITY OF TRACY AND PROLOGIS LOGISTICS SERVICES, INCORPORATED, A DELAWARE CORPORATION, FOR THE EXPANSION OF THE NORTHEAST INDUSTRIAL STORM DRAIN BASIN, AND ALLOCATE FUNDS FOR THE PAYMENT OF THE PURCHASE PRICE FROM FUND 350 AND THE PROCEEDS OF THE 2006 NEI BONDS
- 1.K. AUTHORIZE THE DISPLAY OF THE SERVICE FLAG FOR EACH BRANCH OF THE US ARMED FORCES ON THE RESPECTIVE BIRTHDAY OF THAT BRANCH
2. ITEMS FROM THE AUDIENCE
3. REGULAR AGENDA
 - 3.A. PUBLIC HEARING TO CONSIDER (1) APPROVING THE ENGINEER'S ANNUAL LEVY REPORT; AND (2) ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT FOR FISCAL YEAR 2019/2020
 - 3.B. RECEIVE PRESENTATION FROM PG&E, DISCUSS AND REVIEW CITYWIDE PREPAREDNESS CONCERNING POTENTIAL PUBLIC SAFETY POWER SHUTOFFS AND PROVIDE BEST PRACTICE INFORMATION TO RESIDENTS
 - 3.C. RECEIVE A STAFF UPDATE REGARDING DOWNTOWN PARKING, APPROVE AN EXTENSION OF THE CENTRAL BUSINESS DISTRICT ZONE PARKING IN-LIEU FEE, AND RECEIVE A PRESENTATION FROM TRACY CITY CENTER ASSOCIATION RELATED TO DOWNTOWN PARKING RECOMMENDATIONS
 - 3.D. ADOPT A RESOLUTION OF THE SUCCESSOR AGENCY TO THE TRACY COMMUNITY DEVELOPMENT AGENCY RELATED TO THE REFINANCING OF OUTSTANDING BONDS AND THE AMENDMENT OF A REIMBURSEMENT AGREEMENT
 - 3.E. APPROVING AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN JENNY HARUYAMA AND THE CITY OF TRACY RELATING TO COMPENSATION AND BENEFITS TO AUTHORIZE REIMBURSEMENT FOR RELOCATION AND MOVING EXPENSES
 - 3.F. RECEIVE UPDATE ON THE MAYOR'S COMMUNITY YOUTH SUPPORT NETWORK (MCYSN) PROGRAM REASSESSMENT AND PROVIDE POLICY DIRECTION ON MCYSN PRIORITIES, A FUTURE PROGRAM SERVICE DELIVERY CONCEPT, AND FY 2019-20 GRANT ALLOCATION PROCESS
 - 3.G. DISCUSS AND PROVIDE DIRECTION REGARDING PROPOSED WORK PLAN TO IMPLEMENT RECOMMENDATIONS FROM THE SAN JOAQUIN COUNTY GRAND JURY
4. ITEMS FROM THE AUDIENCE
5. STAFF ITEMS

6. COUNCIL ITEMS

- 6.A. DESIGNATE VOTING DELEGATE AND UP TO TWO ALTERNATE VOTING DELEGATES FOR THE LEAGUE OF CALIFORNIA CITIES 2019 ANNUAL CONFERENCE BUSINESS MEETING

7. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

July 2, 2019, 6:15 p.m.

Council Chambers, 333 Civic Center Plaza, Tracy

1. CALL TO ORDER – Mayor Rickman called the meeting to order at 6:15 p.m. for the purpose of a closed session to discuss the items outlined below.
2. ROLL CALL – Roll call found Council Member Vargas, Mayor Pro Tem Young, and Mayor Rickman present. Council Members Ransom and Arriola absent.
3. ITEMS FROM THE AUDIENCE – None.
4. CLOSED SESSION

1. Real Property Negotiations (Gov. Code § 54956.8)

Property Locations: 11925 W. Valpico Road, Tracy, CA
(APN: 242-050-01)
27743 S. Corral Hollow Road, Tracy, CA
(APN: 240-140-11)
26717 S. Corral Hollow Road, Tracy, CA
(APN: 240-090-05)
26098 S. Corral Hollow Road, Tracy, CA
(APN: 242-030-38)
26139 S. Corral Hollow Road, Tracy, CA
(APN: 240-100-10)
921 S Corral Hollow Road, Tracy, CA
(APN: 240-100-11)

Negotiators for the City: Kuldeep Sharma, Utilities Director
Consultant: Associated Right of Way Services

Negotiating Parties: Property owners for each parcel:
Daisy Dabandan
Hanna and Jessica Dabandan
Abel Robertson and Joanne Colgrove
Emanuel J. Vargas and Lisa M. Vargas
Robert and Susan Sarvey
Valley Baptist Church

Under Negotiation: Price and terms of payment.

2. Conference with Legal Counsel – Liability Claims (Gov. Code § 54956.95)

1) Claimants: Christopher J. Yong
Isaac Sander-Hernandez

2) Claims against the City of Tracy.

3. Conference with Legal Counsel – Anticipated Litigation (Gov. Code § 54956.9)

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

5. RECESS TO CLOSED SESSION - Motion was made by Council Member Vargas and seconded by Mayor Pro Tem Young to recess the meeting to closed session at 6:15 p.m. Roll call vote found Council Member Vargas, Mayor Pro Tem Young and Mayor Rickman in favor; passed and so ordered. Council Members Ransom and Arriola absent.

Council Member Arriola arrived at 6:24 p.m.

Council Member Ransom arrived at 6:25 p.m.

6. RECONVENE TO OPEN SESSION – The meeting reconvened to open session at 6:52 p.m.
7. REPORT OF FINAL ACTION – Council directed staff to send a rejection notice to the two claimants Christopher J. Yong and Isaac Sander-Hernandez in accordance with Government Code Section 913.
8. ADJOURNMENT – Motion was made by Council Member Vargas and seconded by Council Member Ransom to adjourn. Roll call vote found Council Members Arriola, Ransom, Vargas, Mayor Pro Tem Young, and Mayor Rickman in favor; passed and so ordered. Time: 6:53 p.m.

The agenda was posted at City Hall on June 27, 2019. The above are action minutes.

Mayor

ATTEST:

City Clerk

July 2, 2019, 7:00 p.m.

City Council Chambers, 333 Civic Center Plaza

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

Mayor Rickman called the meeting to order at 7:00 p.m.

Mayor Rickman led the Pledge of Allegiance.

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

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

Jenny Haruyama, City Manager presented the Employee of the Month Award to Detective Patrick Heaney.

Alex Neicu, Interim Police Chief swore in Police Corporals Jeff Berdosh and Nestor Mejia and Police Officers Sofia-Natasia Bechler and Clinton Gardner.

1. CONSENT CALENDAR – Following the removal of consent item 1.C by Robert Tanner, motion was made by Mayor Pro Tem Young and seconded by Council Member Vargas to adopt the Consent Calendar. Roll call vote found all in favor; passed and so ordered.
 - 1.A ADOPTION OF JUNE 18, 2019, REGULAR MEETING MINUTES – Minutes were adopted.
 - 1.B ACCEPT CONSTRUCTION OF PHASE 1 OF CIP 76066 DETENTION BASIN 2B, COMPLETED BY MOZINGO CONSTRUCTION, INC., OF OAKDALE, CALIFORNIA, AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION, AND AUTHORIZE THE CITY ENGINEER TO RELEASE THE BONDS AND RETENTION PAYMENT – **Resolution 2019-141** accepted the project.
 - 1.D APPROVE THE PLACEMENT OF A PLAQUE IN THE SPLASH PAD LANDSCAPING OF MCDONALD PARK IN HONOR OF THE LATE FRANK A. GARCIA PER CITY STANDARD POLICY AND PROCEDURES – **Resolution 2019-142** approved the placement of the plaque in McDonald Park.
 - 1.E APPROVE A CHANGE ORDER IN THE AMOUNT OF \$50,000 TO CROSSPOINT GENERAL ENGINEERING, OF PALO CEDRO, CALIFORNIA FOR THE 10TH STREET AND CENTRAL AVENUE DOWNTOWN FESTIVAL LIGHTS PROJECT CIP 71106 – **Resolution 2019-143** approved the change order for \$50,000 to Crosspoint General Engineering.
 - 1.C SET A PUBLIC HEARING DATE FOR CONSIDERATION OF THE PROPOSED WATER RATE INCREASE AND AUTHORIZE STAFF TO TAKE NECESSARY STEPS TO BEGIN THE PROCESS TO ESTABLISH NEW WATER RATES

Kul Sharma, Utilities Director provided the staff report.

Mr. Tanner pulled the item to share his concerns regarding a 25% water rate increase.

City Council comments and questions followed.

ACTION: Motion was made by Mayor Pro Tem Young and seconded by Council Member Vargas to adopt **Resolution 2019-144** setting a public hearing on September 17, 2019 for consideration of the proposed water rate increase and directing staff to take necessary steps to begin the process to establish new water rates. Roll call found all in favor; passed and so ordered.

2. ITEMS FROM THE AUDIENCE – Ray Moreles thanked staff and Council for the placement of a plaque in the splash pad landscaping of McDonald Park in honor of the late Frank A. Garcia.

Amrik Wander spoke about Adams Park in the Edgewood community and requested adding a public restroom and a basketball court to the park.

Robert Tanner thanked Council and the Parks Commission for the completion of the sidewalk repairs at Dr. Powers Park (Tanner walk).

Jeff Fierro expressed his concerns regarding high decimal noise readings from the ACE train near his home in Edgewood, homeless crisis in Tracy, spray used on train area potentially causing cancer, and stated a 25% water rate increase too much.

Martin Evans spoke about his concerns about the following: the hospital area, Sandra Cantu, requested a memorial park for murder victims by the hospital at the corner of Beverly and Bessie, and putting the maps back.

3. REGULAR AGENDA

- 3.A ADOPT RESOLUTION SUPPLEMENTING RESOLUTION NO. 2016-161 TO AUTHORIZE THE ISSUANCE AND SALE OF SPECIAL TAX BONDS FOR THE PURPOSE OF FINANCING AUTHORIZED FACILITIES, AND APPROVING AND AUTHORIZING RELATED DOCUMENTS AND ACTIONS - IMPROVEMENT AREA NO. 1 OF THE CITY OF TRACY COMMUNITY FACILITIES DISTRICT NO. 2016-1 (TRACY HILLS)

Karin Schnaider, Finance Director provided the staff report.

Mike Souza, Tracy Hills Project Manager thanked staff and consultants and agreed with staff's recommendation.

There were no comments from City Council.

ACTION: Motion was made by Mayor Pro Tem Young and seconded by Council Member Vargas to adopt **Resolution 2019-145** supplementing Resolution No. 2016-191 to authorize the issuance and sale of special tax bonds for the purpose of financing authorized facilities, and approving and authorizing related documents and actions – Improvement Area No. 1 of the City of Tracy Community Facilities District No. 2016-1 (Tracy Hills). Roll call found all in favor; passed and so ordered.

3.B ADOPT RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF SPECIAL TAX REFUNDING BONDS, AND APPROVING AND AUTHORIZING RELATED DOCUMENTS AND ACTIONS- CITY OF TRACY COMMUNITY FACILITIES DISTRICT NO. 2006-01 (NEI PHASE II)

Karin Schnaider, Finance Director provided the staff report.

Jeff Fierro asked if there was a plan to widen Corral Hollow Road over the aqueduct (not related to agenda item 3.B). Andrew Malik spoke with Mr. Fierro outside of Council chambers.

There were no comments from City Council.

ACTION: Motion was made by Council Member Vargas and seconded by Mayor Pro Tem Young to adopt a **Resolution 2019-146** authorizing the issuance and sale of special tax refunding bonds, and approving and authorizing related documents and actions – City of Tracy Community Facilities District No. 2006-01 (NEI Phase II) Special Tax Refunding Bonds, Series 2019. Roll call found all in favor; passed and so ordered.

3.C PUBLIC HEARING FOR THE PURPOSE OF ACCEPTING THE CITY OF TRACY 2019 PUBLIC HEALTH GOALS REPORT ON WATER QUALITY AS REQUIRED BY THE CALIFORNIA HEALTH AND SAFETY CODE AND APPROVING THE REPORT TO FILE WITH THE STATE WATER RESOURCES CONTROL BOARD

Kul Sharma, Utilities Director provided the staff report.

Mayor Rickman opened the public hearing.

There was no one from the audience who wished to speak on the item.

Mayor Rickman closed the public hearing.

City Council comments and questions followed.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Ransom to adopt **Resolution 2019-147** accepting the City of Tracy 2019 Public Health Goals Report on water quality as required by the California Health and Safety Code and approving the report to file with the State Water Resources Control Board. Roll call vote found all in favor; passed and so ordered.

3.D DISCUSS AND APPROVE A RESPONSE LETTER TO THE SAN JOAQUIN COUNTY CIVIL GRAND JURY'S REPORT "TRACY CITY COUNCIL: RESTORE THE PUBLIC TRUST" 2018-2019 CASE NO.0418 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE LETTER

Leticia Ramirez, Interim City Attorney, provided the staff report. Jenny Haruyama, City Manager continued with the staff report.

Robert Tanner encouraged Council to adopt an Ethics Policy by October 31, 2019, abstain from voting on any developer items for 50% of their term if they have received campaign funds from that developer, and allow Tracy voters to fill vacant seats on Council.

Ray Moreles expressed his concerns regarding Council's behavior and spoke about the need for Code of Ethics/Conduct, working for people and benefit of the City, being productive, Council appointing someone to fill a Council seat does not work, and suggested selecting the person who came third during the election.

Jan Couturier stated Dan Arriola got the majority of the votes at the last election, which speaks to the community concerns, and hoped Council can move forward.

Steve Nicolaou stated he agreed with 95% of the Grand Jury Report, and spoke about looking at how to handle staff separations, if you mess up, fess up, and showing the public that Council has learned from this experience.

City Council reviewed and discussed the following Grand Jury findings, recommendations, and draft responses to the Grand Jury recommendations.

1.0 Ethics Policy Findings and Recommendations

Finding F1.1 - The Tracy City Council's failure to agree on an Ethics Policy is reflective of the Council's inability to agree on the fundamentals of how to work together as an effective governing body.

Council Member Arriola	Agree
Council Member Ransom	Agree
Council Member Vargas	Partially Agree
Mayor Pro Tem Young	Agree
Mayor Rickman	Partially Disagree

Ms. Ramirez confirmed that partially agree is equivalent to partially disagree.

City Council provided comments regarding finding F1.1

ACTION: Motion was made by Mayor Pro Tem Young and seconded by Council Member Ransom to **agree wholly** with the finding F1.1. - The Tracy City Council's failure to agree on an Ethics Policy is reflective of the Council's inability to agree on the fundamentals of how to work together as an effective governing body. Roll call found Council Members Arriola, Ransom, Mayor Pro Tem Young in favor; passed and so ordered. Council Member Vargas and Mayor Rickman opposed. Motion carried: 3:2.

Finding F1.2 -The Tracy City Council's failure to prioritize the establishment of an Ethics Policy conveys a message to Tracy residents that ethical behavior by the City Council is not of paramount importance.

Council Member Arriola	Agree
Council Member Ransom	Agree

Council Member Vargas	Partially Agree
Mayor Pro Tem Young	Agree
Mayor Rickman	Partially Disagree

City Council provided comments regarding finding F1.2

ACTION: Motion was made by Council Member Ransom and seconded by Mayor Pro Tem Young to **agree wholly** with the finding F1.2. - The Tracy City Council's failure to prioritize the establishment of an Ethics Policy conveys a message to Tracy residents that ethical behavior by the City Council is not of paramount importance. Roll call found Council Members Arriola, Ransom, Mayor Pro Tem Young in favor; passed and so ordered. Council Member Vargas and Mayor Rickman opposed. Motion carried: 3:2.

Finding F1.3 - The adoption of an Ethics Policy will provide the Tracy City Council with a tool to hold fellow members accountable for their actions.

Council Member Arriola	Agree
Council Member Ransom	Agree
Council Member Vargas	Agree
Mayor Pro Tem Young	Agree
Mayor Rickman	Agree

ACTION: Motion was made by Council Member Ransom and seconded by Mayor Pro Tem Young to **agree wholly** with the finding F1.3 - The adoption of an Ethics Policy will provide the Tracy City Council with a tool to hold fellow members accountable for their actions. Roll call found Council Members Arriola, Ransom, Vargas, Mayor Pro Tem Young and Mayor Rickman in favor; passed and so ordered. Motion carried: 5:0.

Recommendation R1.1 - The Tracy City Council create and adopt an Ethics Policy that governs the behavior of its elected officials, appointed officials, and senior staff by October 31, 2019.

ACTION: Motion was made by Council Member Vargas and seconded by Council Member Arriola to **agree wholly** with the recommendation R1.1 that the Tracy City Council create and adopt an Ethics Policy that governs the behavior of its elected officials, appointed officials, and senior staff by October 31, 2019. Roll call found Council Member Arriola, Ransom, Vargas, Mayor Pro Tem Young and Mayor Rickman in favor; passed and so ordered. Motion carried: 5:0.

Recommendation R1.2 - The Tracy City Council develop a "Rules of Behavior" document to be distributed to each Council member and posted in the Council Chambers and the closed meeting rooms by October 31, 2019.

ACTION: Motion was made by Council Member Vargas and seconded by Council Member Arriola to **agree wholly** with recommendation R1.2 - The Tracy City Council develop a "Rules of Behavior" document to be distributed to each Council member and posted in the Council Chambers and the closed meeting rooms by October 31, 2019. Roll call found Council Members Arriola, Ransom, Vargas, Mayor Pro Tem Young and Mayor Rickman in favor; passed and so ordered. Motion carried: 5:0.

2.0 City Council Conduct Findings and Recommendations

Finding F2.1 - The petty bickering between Tracy City Council members during Council meetings has diminished their ability to effectively conduct the public's business and has undermined the public's trust in the Council.

Council Member Arriola	Agree
Council Member Ransom	Agree
Council Member Vargas	Partially Agree
Mayor Pro Tem Young	Agree
Mayor Rickman	Disagree

City Council provided comments regarding finding F2.1.

ACTION: Motion was made by Council Member Vargas to ***partially agree*** with the finding F2.1. - The petty bickering between Tracy City Council members during Council meetings has diminished their ability to effectively conduct the public's business and has undermined the public's trust in the Council. No one seconded the motion. Motion failed.

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Arriola to ***agree wholly*** with the finding F2.1 - The petty bickering between Tracy City Council members during Council meetings has diminished their ability to effectively conduct the public's business and has undermined the public's trust in the Council. Roll call found Council Members Arriola, Ransom, Mayor Pro Tem Young in favor; passed and so ordered. Council Member Vargas and Mayor Rickman opposed. Motion carried: 3:2.

Finding F2.2 - The lack of an Ethics Policy restricts the ability of Tracy City Council members to hold one another accountable for violating established ethical standards.

Council Member Arriola	Agree
Council Member Ransom	Agree
Council Member Vargas	Partially Agree
Mayor Pro Tem Young	Agree
Mayor Rickman	Partially Agree

City Council provided comments regarding finding F2.2.

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Arriola to ***agree wholly*** with the finding F2.2. - The lack of an Ethics Policy restricts the ability of Tracy City Council members to hold one another accountable for violating established ethical standards. Roll call found Council Members Arriola, Ransom, Vargas, Mayor Pro Tem Young and Mayor Rickman in favor; passed and so ordered.

Finding F2.3 - The discord amongst Tracy City Council members is obvious to viewers of Council meetings, although the Council members themselves seemingly fail to recognize this reality.

Council Member Arriola	Disagree Partially
Council Member Ransom	Disagree Partially
Council Member Vargas	Disagree Partially
Mayor Pro Tem Young	Disagree Partially
Mayor Rickman	Agree

City Council provided comments regarding finding F2.3.

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Arriola to **disagree partially** with finding F2.3. - The discord amongst Tracy City Council members is obvious to viewers of Council meetings, although the Council members themselves seemingly fail to recognize this reality. Roll call found Council Members Arriola, Ransom, Vargas and Mayor Pro Tem Young in favor; passed and so ordered. Mayor Rickman opposed. Motion carried: 4:1.

ACTION: Motion was made by Council Member Arriola and seconded by Mayor Pro Tem Young to add the following language to finding F2.3: Disagree partially; Individual Council Members did recognize the discord amongst the Council body. Roll call found Council Members Arriola, Ransom, Vargas, Mayor Pro Tem Young, and Mayor Rickman in favor; passed and so ordered. Motion carried: 5:0.

Finding F2.4 - Unethical conduct during the 2018 election campaign further damaged Council members' ability to work together.

Council Member Arriola	Agree
Council Member Ransom	Agree
Council Member Vargas	Disagree
Mayor Pro Tem Young	Agree
Mayor Rickman	Abstain

City Council provided comments regarding finding F2.4.

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Arriola to **agree wholly** with finding F2.4. - Unethical conduct during the 2018 election campaign further damaged Council members' ability to work together. Roll call found Council Members Arriola, Ransom, and Mayor Pro Tem Young in favor; passed and so ordered. Council Member Vargas opposed. Mayor Rickman abstained. Motion carried: 3:1:1.

Recommendation R2.1 -Tracy City Council members publicly agree to set aside their personal differences and conduct the public's business in an efficient and respectful manner, by October 31, 2019.

ACTION: Motion was made by Mayor Pro Tem Young and seconded by Council Member Vargas to agree wholly with the response to recommendation R2.1: This recommendation has not yet been implemented. The anticipated adoption of an Ethics Policy will serve as an opportunity for the Council as a body to proclaim its commitment to work together collaboratively. Roll call found Council Members Arriola, Ransom, Vargas, Mayor Pro Tem Young and Mayor Rickman in favor; passed and so ordered. Motion carried: 5:0.

3.0 Council Vacancy Appointment Findings and Recommendations

Finding F3.1 - The appointment process used by the Tracy City Council to fill Council vacancies has fostered loyalty, allegiance, and personal obligation by appointed Council members and has resulted in consistent voting blocs and facilitated divisiveness amongst the Council members.

Council Member Arriola	Agree
Council Member Ransom	Disagree partially
Council Member Vargas	Partially Agree
Mayor Pro Tem Young	Agree
Mayor Rickman	Partially Disagree

City Council provided comments regarding finding F3.1

ACTION: Motion was made by Mayor Pro Tem Young and seconded by Council Member Arriola to **agree wholly** with finding F3.1. - The appointment process used by the Tracy City Council to fill Council vacancies has fostered loyalty, allegiance, and personal obligation by appointed Council members and has resulted in consistent voting blocs and facilitated divisiveness amongst the Council members. Roll call found Council Member Arriola, and Mayor Pro Tem Young in favor. Council Members Ransom, Vargas and Mayor Rickman opposed. Motion failed.

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Vargas to **disagree partially** with finding F3.1. - The appointment process used by the Tracy City Council to fill Council vacancies has fostered loyalty, allegiance, and personal obligation by appointed Council members and has resulted in consistent voting blocs and facilitated divisiveness amongst the Council members. Roll call found Council Members Ransom, Vargas and Mayor Rickman in favor; passed and so ordered. Council Member Arriola and Mayor Pro Tem Young opposed. Motion carried: 3:2.

ACTION: Motion was made by Council Member Vargas and seconded by Mayor Rickman to add the following language to the F3.1 response: It was unclear that the appointment process resulted in consistent voting blocs and facilitated divisiveness however, alternative appointment methods could be explored in the future. Roll call found Council Members Ransom, Vargas, and Mayor Rickman in favor; passed and so ordered. Council Member Arriola and Mayor Pro Tem Young opposed. Motion carried: 3:2.

Finding F3.2 - The appointment process used by the Tracy City Council to fill Council vacancies does not take into account the will of the voters and has not been endorsed by Tracy's electorate.

Council Member Arriola	Agree
Council Member Ransom	Disagree
Council Member Vargas	Agree
Mayor Pro Tem Young	Partially Disagree
Mayor Rickman	Partially Disagree

City Council provided comments regarding finding F3.2

ACTION: Motion was made by Council Member Arriola and seconded by Mayor Pro Tem Young to **agree wholly** with the finding F3.2. - The appointment process used by the Tracy City Council to fill Council vacancies does not take into account the will of the voters and has not been endorsed by Tracy's electorate. Roll call found Council Member Arriola, and Mayor Pro Tem Young in favor. Council Members Ransom, Vargas and Mayor Rickman opposed. Motion failed.

ACTION: Motion was made by Mayor Pro Tem Young and seconded by Council Member Ransom to **disagree partially** with finding F3.2. - The appointment process used by the Tracy City Council to fill Council vacancies does not take into account the will of the voters and has not been endorsed by Tracy's electorate. Roll call found Council Members Ransom, Vargas, Mayor Pro Tem Young and Mayor Rickman in favor; passed and so ordered. Council Member Arriola opposed. Motion carried: 4.1.

ACTION: Motion was made by Council Member Vargas and seconded by Mayor Rickman to add the following language to the F3.2 response: The appointment process provides an opportunity for Council Members, as elected officials themselves, to take into account the will of the voters during the appointment process. Roll call found Council Members Ransom, Vargas and Mayor Rickman in favor; passed and so ordered. Council Member Arriola and Mayor Pro Tem Young opposed. Motion carried: 3:2.

Mayor Rickman called for a break at 9:36 p.m.

Mayor Rickman reconvened the meeting at 9:46 p.m.

Recommendation R3.1 - The Tracy City Council adopt a resolution for filling Council vacancies that is more responsive to the voice of the voters by appointing the next highest vote-getter from the previous election by December 31, 2019.

ACTION: Motion was made by Mayor Pro Tem Young and seconded by Council Member Arriola to **agree wholly** with the R3.1 recommendation: This recommendation requires further analysis and discussion. Upon Council direction, staff will develop and present alternative Council vacancy selection processes for consideration. Roll call found Council Members Arriola, Ransom, Vargas, Mayor Pro Tem Young and Mayor Rickman in favor; passed and so ordered. Motion carried: 5:0.

4.0 Impact of Executive Staff Separations Findings and Recommendations

Finding F4.1 - The rapid succession of executive staff terminations and forced resignations created an unstable work environment for the City of Tracy's staff as department leadership was dismantled. The instability created an unnecessarily stressful work environment which was compounded by fear of job loss.

Council Member Arriola	Disagree Partially
Council Member Ransom	Agree
Council Member Vargas	Disagree
Mayor Pro Tem Young	Agree
Mayor Rickman	Disagree

City Council provided comments regarding finding F4.1.

ACTION: Motion was made by Council Member Vargas and seconded by Mayor Rickman to **disagree wholly** with finding F4.1. - The rapid succession of executive staff terminations and forced resignations created an unstable work environment for the City of Tracy's staff as department leadership was dismantled. The instability created an unnecessarily stressful work environment which was compounded by fear of job loss. Roll call found Council Member Vargas and Mayor Rickman in favor. Council Members Arriola, Ransom and Mayor Pro Tem Young opposed. Motion failed.

ACTION: Motion was made by Mayor Pro Tem Young and seconded by Council Member Ransom to **agree wholly** with the finding F4.1. - The rapid succession of executive staff terminations and forced resignations created an unstable work environment for the City of Tracy's staff as department leadership was dismantled. The instability created an unnecessarily stressful work environment which was compounded by fear of job loss. Roll call found Council Member Ransom and Mayor Pro Tem Young in favor. Council Members Arriola, Vargas and Mayor Rickman opposed. Motion failed.

ACTION: Motion was made by Council Member Arriola to **disagree partially** with finding F4.1 - The rapid succession of executive staff terminations and forced resignations created an unstable work environment for the City of Tracy's staff as department leadership was dismantled. The instability created an unnecessarily stressful work environment which was compounded by fear of job loss. There was no second for the motion. Motion failed.

Mayor Rickman called a break at 10:04 p.m. to allow Council Member Arriola to confer with Leticia Ramirez, Interim City Attorney.

Mayor Rickman reconvened the meeting at 10:07 p.m.

ACTION: Motion was made by Council Member Arriola and seconded by Mayor Pro Tem Young to **agree wholly** with the finding F4.1. The rapid succession of executive staff terminations and forced resignations created an unstable work environment for the City of Tracy's staff as department leadership was dismantled. The instability created an unnecessarily stressful work environment which was compounded by fear of job loss. Roll call found Council Members Arriola, Ransom and Mayor Pro Tem Young in favor; passed and so ordered. Council Members Vargas and Mayor Rickman opposed. Motion carried: 3:2.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Ransom to add the following language to the F4.1 response: The rapid succession of executive staff terminations and forced resignations may have contributed to an unstable working environment for the City of Tracy staff as department leadership dismantled. The instability may have contributed to an unnecessarily stressful work environment which was compounded by fear of job loss. Roll call found Council Members Arriola, Ransom, and Mayor Pro Tem Young in favor; passed and so ordered. Council Member Vargas and Mayor Rickman opposed. Motion carried 3:2.

Finding F4.2 - The Tracy City Council's lack of transparency further eroded the public trust and caused many to speculate that power politics was the catalyst for unexplained departures of the City's professional leadership team.

Council Member Arriola	Agree
Council Member Ransom	Agree
Council Member Vargas	Disagree
Mayor Pro Tem Young	Agree
Mayor Rickman	Disagree

City Council provided comments regarding finding F4.2.

ACTION: Motion was made by Mayor Rickman and seconded by Council Member Vargas to **disagree wholly** with the finding F4.2 and respond commentary be the disclosure of files – the confidential information subject to removal or voluntary departure. Roll call found Council Member Vargas and Mayor Rickman in favor. Council Members Arriola, Ransom and Mayor Pro Tem Young opposed. Motion failed.

ACTION: Motion was made by Mayor Pro Tem Young and seconded by Council Member Arriola to **agree wholly** with the finding F4.2. - The Tracy City Council's lack of transparency further eroded the public trust and caused many to speculate that power politics was the catalyst for unexplained departures of the City's professional leadership team. Roll call found Council Members Arriola, Ransom and Mayor Pro Tem Young in favor; passed and so ordered. Council Member Vargas and Mayor Rickman opposed. Motion carried: 3:2.

Finding F4.3 - The City of Tracy's reputation as a desirable employer was damaged by the series of unexplained terminations and forced resignations. This unstable environment made recruiting for open positions substantially more difficult.

Council Member Arriola	Disagree Partially
Council Member Ransom	Disagree Partially
Council Member Vargas	Disagree
Mayor Pro Tem Young	Disagree Partially
Mayor Rickman	Disagree

City Council provided comments regarding finding F4.3.

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Arriola to **disagree partially** with finding F4.3. - The City of Tracy's reputation as a desirable employer was damaged by the series of unexplained terminations and forced resignations. This unstable environment made recruiting for open positions substantially more difficult. Roll call found Council Members Arriola, Ransom, Mayor Pro Tem Young in favor; passed and so ordered. Council Member Vargas and Mayor Rickman opposed. Motion carried: 3:2.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Ransom to add the following language to the F4.3 response: The City of Tracy's reputation as a desirable employer may have been damaged by the series of unexplained terminations and forced resignations. This unstable environment may have made recruiting for open positions more difficult. Roll call found

Council Members Arriola, Ransom, and Mayor Pro Tem Young in favor; passed and so ordered. Council Member Vargas and Mayor Rickman opposed. Motion carried 3:2.

Recommendation R4.1 - The Tracy City Council amend the Tracy City Municipal Code to require a supermajority vote of four (4) members of the City Council to remove the City Manager or City Attorney, by December 31, 2019.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Vargas to **approve** recommendation R4.1: This recommendation requires further analysis and discussion. Upon Council direction, staff will evaluate the proposed ordinance amendment. Roll call found Council Members Arriola, Ransom, Vargas, Mayor Pro Tem Young and Mayor Rickman in favor; passed and so ordered.

5.0 Council Intrusions in City Operations Findings and Recommendations

Finding F5.1 - The Tracy City Council has failed to follow their policy by intruding into the responsibilities of City staff. This has negatively impacted staff morale and the effective operations of City business.

Council Member Arriola	Agree
Council Member Ransom	Agree
Council Member Vargas	Abstain
Mayor Pro Tem Young	Agree
Mayor Rickman	Agree

City Council provided comments regarding finding F5.1.

ACTION: Motion was made by Council Member Ransom and seconded by Mayor Pro Tem Young to **agree wholly** with finding F5.1. - The Tracy City Council has failed to follow their policy by intruding into the responsibilities of City staff. This has negatively impacted staff morale and the effective operations of City business. Roll call found Council Members Arriola, Ransom, Mayor Pro Tem Young and Mayor Rickman in favor; passed and so ordered. Council Member Vargas abstained. Motion carried: 4:1.

Finding F5.2 - Individual Council members have intimidated staff by giving orders that are in direct opposition to departmental procedures.

Council Member Arriola	Agree
Council Member Ransom	Agree
Council Member Vargas	Abstain
Mayor Pro Tem Young	Agree
Mayor Rickman	Agree

ACTION: Motion was made by Council Member Ransom and seconded by Mayor Pro Tem Young to **agree wholly** with finding F5.2. Individual Council members have intimidated staff by giving orders that are in direct opposition to departmental procedures. Roll call found Council Members Arriola, Ransom, Mayor Pro Tem Young and Mayor Rickman in favor; passed and so ordered. Council Member Vargas abstained. Motion carried: 4:1.

Finding F5.3 - The professional recommendations of City of Tracy staff may be tempered by the potential consequences of disapproving Council members due to fear of potential job loss.

Council Member Arriola	Disagree Partially
Council Member Ransom	Agree
Council Member Vargas	Abstain
Mayor Pro Tem Young	Agree
Mayor Rickman	Abstain

ACTION: Motion was made by Council Member Ransom and seconded by Mayor Pro Tem Young to **agree wholly** with finding F5.3. - The professional recommendations of City of Tracy staff may be tempered by the potential consequences of disapproving Council members due to fear of potential job loss. Roll call found Council Member Ransom, and Mayor Pro Tem Young in favor. Council Member Arriola and Mayor Rickman opposed. Council Member Vargas abstained. Motion failed.

Council Member Arriola stated since the finding includes a “may” he would make a new motion.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Ransom to **agree wholly** with finding F5.3. - The professional recommendations of City of Tracy staff may be tempered by the potential consequences of disapproving Council members due to fear of potential job loss. Roll call found Council Members Arriola, Ransom, Mayor Pro Tem Young in favor; passed and so ordered. Council Member Vargas abstained. Mayor Rickman opposed. Motion carried: 3:2.

Recommendation R5.1 - The Tracy City Council develop and implement a written protocol for sanctions or censure of Council members who violate the Tracy Municipal Code by failing to work through the City Manager to conduct City business, by December 31, 2019.

Ms. Haruyama stated staff will return with a work plan outlining the 6 recommendations for Council consideration on the next agenda.

ACTION: Motion was made by Council Member Vargas and seconded by Mayor Pro Tem Young to accept the Recommendation R5.1: This recommendation requires further analysis and discussion. Upon Council direction, staff will present options for accountability measures to be included in the Ethics Policy. Roll call found Council Members Arriola, Ransom, Vargas, Mayor Pro Tem Young and Mayor Rickman in favor; passed and so ordered.

4. ITEMS FROM THE AUDIENCE – Terry Rocha, a member of the Grand Jury that wrote the report, shared her observation of Council’s response to the Grand Jury Report.
5. STAFF ITEMS – Jenny Haruyama, City Manager announced the City will be closed on July 4 and 5, 2019, and spoke about the various July 4th events, and also other upcoming City of Tracy events.
6. COUNCIL ITEMS – Council Member Vargas provided an update on the Latino Caucus mid-year retreat. Council Member Vargas talked with Council Member Arriola about

hosting an event in Tracy to update citizens on what the caucus is working on. Council Member Vargas requested support to look into a quiet zone on the transit where there is train traffic. Mayor Rickman supported the request.

Council Member Vargas handed the clerk suggestions for preferred hiring for City initiated projects and the RFQ, RFP and bidding process. Mayor Rickman stated research is being done regarding preferred hiring for City initiated projects and it will be coming back to Council.

Council Member Arriola thanked the community, staff and Council for the LGBT flag raising event.

Mayor Pro Tem Young wished everyone a happy and safe 4th of July. Mayor Pro Tem Young provided an overview of her attendance at the Mayor and Council Members Executive Forum in Newport Beach. Mayor Pro Tem Young requested an item regarding a disaster plan. Council Member Vargas seconded the request.

Council Member Ransom requested support to look into what other power options the City has for servicing the community. Council Member Arriola seconded the request.

Council Member Ransom requested an item to discuss decorum at Council meetings. Jenny Haruyama, City Manager stated part of Code of Conduct process in terms of work plan will include Council protocol component and also include a decorum.

Council Member Ransom also provided an overview of her attendance at the Mayor and Council Members Executive Forum. Council Member Ransom spoke about Santa Ana's homeless shelter that was put together in 28 days and would like to look into Mercy Housing options.

Mayor Rickman requested getting the Code of Ethics out of the way, announced various local events, wished everyone a happy 4th of July and thanked our military personnel and veterans for their service.

ADJOURNMENT – Time: 11:02 pm.

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

The above agenda was posted at the Tracy City Hall on June 27, 2019. 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

RESCIND RESOLUTION NO. 2004-387; APPROVE THE REMOVAL OF PARKING RESTRICTIONS ON STONEBRIDGE DRIVE AND MARIANI COURT; AND AUTHORIZE THE INSTALLATION OF “NO PARKING VEHICLES OVER 5 TONS” SIGNS

EXECUTIVE SUMMARY

Staff is requesting that City Council approve the removal of the complete parking restrictions on Stonebridge Drive and Mariani Court and authorize the installation of “No Parking VEHICLES OVER 5 TONS” signs to assist with the parking needs of the businesses in the area.

DISCUSSION

Mariani Court and Stonebridge Drive are two-way, forty-four feet wide industrial streets, off MacArthur Drive. Currently, there is a parking restriction on either sides of both Stonebridge Drive and Mariani Court. This restriction was enforced through Council Resolution No. 2004-387. The parking restriction was needed due to trucks parking on both sides of the street, creating difficulty for other businesses to drive on these streets and to enter and exit their properties. These trucks were waiting to make deliveries to the Heinz Plant in the early morning hours.

This restriction was imposed based on the guidelines in Section 3.08.440 of the Tracy Municipal Code.

The Heinz Plant is no longer at that location and new businesses have opened up along the east side of the street.

Staff conducted a field visit and determined that the parking restriction can be eliminated to assist the additional parking needs of all businesses on Mariani Court and Stonebridge Drive, but at the same time, the parking of trucks and larger vehicles still needs to be restricted to assist with the circulation of vehicles entering and exiting the businesses.

Staff recommends that the existing “No Parking Anytime” signs be removed and replaced with “No Parking VEHICLES OVER 5 TONS” R(28)F(CA) signs. The signs are appropriate based on the recommendations in the California Manual of Uniform Traffic Control Devices (CAMUTCD) and comply with CVC 22507. Attachment A shows the zone where the complete parking restriction is removed and replaced with the recommended signs.

FISCAL IMPACT

The costs associated with replacing the existing signs with the proposed signs needs to be accommodated from the existing traffic signage operation budget.

STRATEGIC PLAN

This agenda item is consistent with the Council approved Strategy to Provide a Healthy Setting for Existing Businesses.

RECOMMENDATION

That the Tracy City Council, rescind Resolution No. 2004-387 related to parking restriction on Mariani Court and Stonebridge Drive, and by new resolution, authorize the installation of “No Parking VEHICLES OVER 5 TONS” signs on these two streets.

Prepared by: Anju Pillai, PE, Associate Civil Engineer

Reviewed by: Zabih Zaca, PE, Senior Civil Engineer
Robert Armijo, PE, City Engineer / Assistant Development Services Director
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – Location Map



ZONE FOR REMOVAL OF "NO PARKING ANYTIME" SIGNS, AND INSTALLING "NO PARKING VEHICLES OVER 5 TONS" (R28F(CA)) SIGNS

ATTACHMENT A

RESOLUTION 2019-_____

RESCINDING RESOLUTION NO. 2004-387; APPROVING THE REMOVAL OF PARKING RESTRICTIONS ON STONEBRIDGE DRIVE AND MARIANI COURT; AND AUTHORIZING THE INSTALLATION OF “NO PARKING VEHICLES OVER 5 TONS” SIGNS

WHEREAS, Mariani Court and Stonebridge Drive are two-way, forty-four feet wide industrial streets in the City of Tracy, and

WHEREAS, There is a parking restriction on both sides of Stonebridge Drive and Mariani Court, and

WHEREAS, This parking restriction was established by Resolution No. 2004-387, and

WHEREAS, This parking restriction was needed due to trucks parking on both sides of the street, especially trucks from the Heinz Plant, which created difficulty for other businesses to drive on these streets and to enter and exit their properties, and

WHEREAS, This restriction was imposed based on the guidelines in Section 3.08.440 of the Tracy Municipal Code, and

WHEREAS, The Heinz Plant is no longer at the current location and new businesses have opened up along the east side of the street, and

WHEREAS, Staff conducted a field visit and observed that the parking restriction can be eliminated to assist the additional parking needs of all businesses on Mariani Court and Stonebridge Drive, but at the same time, the parking of trucks and larger vehicles still needed to be restricted to assist with the circulation of vehicles entering and exiting the businesses in the streets, and

WHEREAS, Staff recommends that the existing ‘No Parking Anytime Signs’ be removed and replaced with ‘No Parking VEHICLES OVER 5 TONS’ R(28) F(CA) signs, and

WHEREAS, The sign is appropriately selected per the recommendations in the California Manual of Uniform Traffic Control Devices (CAMUTCD) and complies with CVC 22507;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby rescinds Resolution No. 2004-387 related to parking restriction on Mariani Court and Stonebridge Drive, and authorizes the installation of “No Parking VEHICLES OVER 5 TONS” signs on these two streets.

* * * * *

Resolution 2019-_____

Page 2

The foregoing Resolution 2019-_____ was passed and adopted by the City Council on the 16th day of July, 2019, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.C

REQUEST

AUTHORIZE THE APPOINTMENT OF ELEVEN YOUTH COMMISSIONERS AND ONE ADULT COMMISSIONER TO THE YOUTH ADVISORY COMMISSION

EXECUTIVE SUMMARY

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

DISCUSSION

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

The City recruits new Commissioners on an ongoing basis to fill any vacancies created by outgoing Commissioners. Marketing efforts include: City website, social media, outreach to the various high schools, emails to the various community service clubs in the Tracy community, online and print ads in the local newspaper and any interest cards that have been completed with the City Clerk. The bylaws of the Youth Advisory Commission call for a selection panel to review new applications and make recommendations for appointment to the City Council. This year's panel consisted of Recreation Coordinator Amanda Jensen, Recreation Leader III Celina Perez and Parks and Community Services Commissioner Todd Lieberg.

The interview panel conducted interviews on May 22, 2019. The selection panel recommends the following eleven youth to serve two-year terms, from August 1, 2019 to July 31, 2021: Kritika Singh and Nicole Hamilton from Kimball High School, Meredith Hagler, Lesli Licea and Reyva Dhillon from Tracy High School, Dalton Young, Hannah Green, Philip Ha and Laasya Gadamsetti from West High School, Alondra Camarena from Millennium High School, Adriana Delapaz from Willow Community Day School and one adult: Wes Huffman.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no impact on the General Fund.

RECOMMENDATION

Staff recommends that the City Council approve, by resolution, the appointment of eleven youth Commissioners and one adult Commissioner to the Youth Advisory Commission based upon the interview and selection panel recommendations.

Prepared by: Jolene Jauregui, Recreation Services Supervisor

Reviewed by: Brian MacDonald, Parks & Recreation Director
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

RESOLUTION 2019-_____

AUTHORIZING THE APPOINTMENT OF ELEVEN YOUTH COMMISSIONERS AND ONE ADULT COMMISSIONER TO THE YOUTH ADVISORY COMMISSION

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

WHEREAS, The eligibility criteria and selection process of YAC Commissioners are established, and

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

WHEREAS, The recommendation selection panel recommended the following eleven youth for a two-year term, from August 1, 2019, to July 31, 2021: Kritika Singh and Nicole Hamilton from Kimball High School, Meredith Hagler, Lesli Licea and Reyva Dhillon from Tracy High School, Dalton Young, Hannah Green, Philip Ha and Laasya Gadamsetti from West High School, Alondra Camarena from Millennium High School and Adriana Delapaz from Willow Community Day School and one adult: Wes Huffman;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the appointment of the eleven youth Commissioners and one adult Commissioner, recommended by the selection panel as identified above, and for the recommended terms, to the Youth Advisory Commission.

The foregoing Resolution 2019-_____ was passed and adopted by the Tracy City Council on the 16th day of July 2019, 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

AUTHORIZE SUBMISSION OF AN APPLICATION FOR THE PROP 68 STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM (SPP) GRANT FOR LINCOLN PARK REVITALIZATION AND AUTHORIZE THE CITY MANAGER, OR DESIGNEE, TO ACCEPT THE SPP GRANT, IF AWARDED

EXECUTIVE SUMMARY

The City of Tracy has the opportunity to apply for grant funding through the State of California Statewide Park Development and Community Revitalization Program (SPP). The grant opportunity is competitive, with no guarantee the City will be awarded the grant. No local match is required. Lincoln Park was chosen as an eligible and competitive site for this grant opportunity. Staff is seeking Council's authorization to apply for the grant and authorization for the City Manager to accept the grant, if awarded.

DISCUSSION

Staff is pursuing a competitive grant application for the revitalization of Lincoln Park through the Statewide Park Development and Community Revitalization Program (SPP). SPP is the largest park related grant program in California's history. The program is funded with over \$1 billion with funding from the 2018 Proposition 68 and 2006 Proposition 84 Bond Acts. The program is administered by the Office of Grants and Local Services (OGALS) and the intent of the program is to "create new parks and new recreation opportunities in critically underserved communities across California."

The timeline for the SPP grant includes:

- July 1, 2018 – Start of Grant Performance Period (eligible costs can be reimbursed as of this date)
- January 22, 2019 – Application Guide finalized
- February 2019 – Application Workshops hosted by OGALS
- August 5, 2019 – Application submission deadline
- End of 2019 – Grants awarded by OGALS
- March 2022 – Project completion (projects are open to public and final payment request are due)
- June 30, 2022 – End of Grant Performance Period

After attending workshops on February 25 and 26, 2019, staff evaluated all parks in the City to determine eligibility according to the grant criteria. Community feedback and discussions at City Council meetings regarding Lincoln Park prompted staff to meet with OGALS on May 9 who confirmed Lincoln Park as an eligible project site. After further discussions with OGALS, staff confirmed that Lincoln Park is a competitive park for this round of grant funds. The park is highly used by the community, as it hosts several special events such as the 4th of July, and is the location of Tracy's only library.

Community participation is a requirement within the grant guidelines and a key initiative of the grant program. Community members were invited to a series of community

outreach meetings to discuss the potential revitalization of Lincoln Park. Meetings took place at the May 2 and June 6, 2019 Parks and Community Services Commission meetings, as well as on May 16, May 19, and June 3, 2019 at the Tracy Library.

Staff has received feedback about revitalizing Lincoln Park from several stakeholder groups, including: the Youth Advisory Commission (YAC), the Parks, Recreation, and Community Services Foundation, South Side Community Organization, United Cerebral Palsy, Tracy African American Association, and the Tracy Chamber of Commerce.

Residents who could not participate in one of the public or stakeholder meetings were encouraged to complete a Lincoln Park Revitalization community survey. English and Spanish language surveys were available online on the City's website and in print at Tracy City Hall and the Tracy Public Library through June 12, 2019. Meetings and surveys were publicized in fliers, via press release (English and Spanish), and on City social media accounts. The City also partnered with Sutter Health Community Benefit (SHCB), whose mission is to enhance the well-being of people in the communities they serve through healthcare services. SCHB assisted by distributing the surveys to SCHB's 15 community partner organizations serving the Tracy area.

The survey and planned meetings provided opportunities for residents to give feedback regarding park amenities, accessibility, improvements, and potentially new park features. The information collected included the following:

- New/expanded picnic/BBQ area(s)
- Extended sidewalk to connect backstop to gazebo area in a walking loop
- Upgrade or replace spray pad with recycled water play feature
- Upgrade and expand existing restroom facility
- Create additional parking for Library and park users
- Improve lighting in the park and Library parking lot
- Additional shaded seating at various locations within the park
- Revitalize the Rose Garden (e.g., add pollinator garden, nature education opportunities, etc.)

A conceptual plan with funding request will be created to submit as part of the grant application, incorporating ideas from the community that are eligible within the SPP Grant's guidelines and can be feasibly completed by March 2022 as required by the SPP Grant. A California Environmental Quality Act (CEQA) Compliance Form and a California Conservation Corps consultation will be completed, among other requirements, to ensure submission of a competitive application for this grant.

The grant offers reimbursements for pre-construction and construction costs. Per the SPP *Final Application Guide*: "Pre-construction is the phase that includes planning, design, construction documents, and permits necessary before construction can begin. No more than 25% of the grant amount may be spent on pre-construction costs. Construction costs start when ground-breaking construction activities such as site preparation, grading, or gutting begins after the necessary pre-construction has concluded (includes purchase and installation of equipment, employee services)."

Staff is in the process of refining cost estimates and cannot confirm the grant amount that will be requested. However, it is anticipated that the City may ask for an amount

somewhere between approximately \$7.5 and \$8.0 million. Should the grant be awarded, staff will proceed according to the standard City park design process with public input, and will return to Council for design and funding approval.

STRATEGIC PLAN

This agenda item is consistent with the Council approved Quality of Life Strategy to address City amenities and facility usage policies. Costs to operate and maintain these amenities will be absorbed into department operations budgets.

FISCAL IMPACT

Fiscal impact with this agenda item includes staff's time researching and applying for the grant. These costs will be absorbed within the current Department and City operation budgets. If awarded the grant, staff's time administering the grant are eligible for reimbursement.

RECOMMENDATION

That the City Council, by resolution, authorize submission of an application for the Prop 68: Statewide Park Development and Community Revitalization Program (SPP) Grant for Lincoln Park revitalization and authorize the City Manager, or designee, to accept the SPP Grant, if awarded.

Prepared by: Christine Mabry, Management Analyst I

Reviewed by: Thien Nguyen, Recreation Services Supervisor
Brian MacDonald, Parks & Recreation Director
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

RESOLUTION 2019-_____

AUTHORIZING SUBMISSION OF AN APPLICATION FOR THE PROP 68: STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM (SPP) GRANT FOR LINCOLN PARK REVITALIZATION AND AUTHORIZING THE CITY MANAGER TO ACCEPT THE SPP GRANT, IF AWARDED

WHEREAS, The State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application, and

WHEREAS, Said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the authorization of the application before submission of said application to the State, and

WHEREAS, Successful Applicants will enter into a contract with the State of California to complete the Grant Scope project and

WHEREAS, The grant is competitive, and there is no guarantee the City will be awarded the grant, and

WHEREAS, Staff must submit an application for the funding opportunity before the application closing deadline, and

WHEREAS, There is no local match required for the grant, and

WHEREAS, Staff is requesting to fund added recreation amenities and improvements to existing amenities in Lincoln Park;

NOW, THEREFORE, the City Council of the City of Tracy hereby resolves as follows:

1. Approves the filing of an Application for the Lincoln Park Revitalization project, and
2. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project, and
3. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
4. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide, and
5. Delegates the authority to the City Manager, or designee, to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and

6. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations and guidelines; and
7. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

The foregoing Resolution 2019-_____ was adopted by Tracy City Council on the 16th day of July 2019, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

MAYOR

CITY CLERK

AGENDA ITEM 1.E

REQUEST

APPROVE A GENERAL SERVICES AGREEMENT WITH COMFORT AIR, INC., OF STOCKTON, CA., TO PERFORM REPAIRS TO THE PLUMBING AT TRACY CITY HALL AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ANY MINOR AMENDMENTS TO THE AGREEMENT NOT TO EXCEED \$67,580 FOR FY 2019-20

EXECUTIVE SUMMARY

Staff is seeking Council approval of a General Service Agreement to provide plumbing repairs at the City of Tracy City Hall.

DISCUSSION

The City of Tracy Public Works Department received a request in April 2017 to repair leaking pipes at various locations in City Hall. When staff members investigated, they found evidence of corrosion and damage relating to the installation of dissimilar metals in the building's internal piping system. The copper pipes were connected to galvanized steel nipples. The use of dissimilar materials led to corrosion and leaks.

The original plumbing bid was awarded through a construction contract with Edge Development Inc. in 2005. The City's Standard Specification required that Edge Development name all subcontractors as insured under its general liability endorsement. Wagner Mechanical was listed as the subcontractor who performed the plumbing portion of the project, including the installation of the domestic water piping system, hot water supply and return, inline pumps, and hydronic heating boilers. Construction was completed and a notice of completion was recorded with the San Joaquin County Recorder's Office on April 23, 2009.

After the discovery of the faulty plumbing in April 2017, the City pursued legal action against the contractor, Wagner Mechanical, Inc., to recover the cost of remedying the defects in their entirety. Award was made to the City of Tracy in the amount of \$72,595 in October 2018.

Public Works issued a notice inviting bids to plumbing contractors. One bid was received by Comfort Air, Inc. in Stockton, CA. Upon review, Comfort Air, Inc. met all the requirements and is qualified to perform the repairs to City Hall.

The agreement is for an amount not to exceed \$67,580 with the work to be completed in no more than 45 days of award. Work will be performed on Fridays when City Hall is closed so as to not impact City staff or visitors to City Hall.

STRATEGIC PLAN

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

FISCAL IMPACT

The cost of this contract is funded from the claims awarded to the City from the contractor and subcontractors insurance companies. There are sufficient funds for this contract.

RECOMMENDATION

Staff recommends Council approve a General Services Agreement with Comfort Air, Inc., of Stockton, CA., to perform repairs to the plumbing at Tracy City Hall and authorize the City Manager to execute the agreement and any minor amendments to the agreement for a not to exceed amount of \$67,580 for FY 2019-20.

Prepared by: Robert Gravelle, Public Works Superintendent
Nancy Chapman, Management Analyst

Reviewed by: Don Scholl, Public Works Director
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manger

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – City of Tracy Comfort Air, Inc., City Hall Plumbing Repairs Agreement

CITY OF TRACY

Comfort Air, Inc., City Hall Plumbing Repairs

This Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Comfort Air, Inc., Stockton, CA, a California Corporation (**Contractor**). City and Contractor are referred to individually as "Party" and collectively as "Parties."

Recitals

- A. City desires to retain Contractor to provide for the replacement of galvanized nipples, supply lines, and angle stops; and
- B. On, 2019, the City issued an invitation for bids for City Hall Plumbing Repairs (**Project**).
- C. After reviewing all bids submitted in response to the invitation for bids, the City found the Contractor to be the Lowest Responsible Bidder.
- D. This Agreement is being executed pursuant to Resolution No. 2019-____ approved by Tracy City Council on July 16, 2019.

Now therefore, the Parties mutually agree as follows:

- 1. **Scope of Work.** 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: *Roger Vincelet*. Contractor shall not replace its Authorized Representative, nor shall Contractor 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. Contractor shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be started and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Contractor. Contractor shall submit all requests for time extensions 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.
 - 2.1 **Term.** The term of this Agreement shall begin on the first Friday following Council approval that City Hall will be closed and end no more than 45 days after award date, unless terminated in accordance with Section 6.
- 3. **Compensation.** City shall pay Contractor on a time and expense basis, at the billing rates set forth in Exhibit "B," attached and incorporated by reference for services performed under this Agreement.
 - 3.1 **Not to Exceed Amount.** Contractor's total compensation under this Agreement shall not exceed \$67,580, as set forth in Exhibit B, Bid Proposal. 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 total compensation amount provided in this section without the City's prior written approval.

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

3.2.1. Contractor's failure to submit invoices in accordance with these requirements may result in the City rejecting said invoices and thereby delaying payment to Contractor.

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) 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 Agreement, and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. 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 herein.

5.1 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 \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.2 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.

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

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

- 5.5 Endorsements.** Contractor shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:
- 5.5.1** The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional “insured.”
- 5.5.2** 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.
- 5.6 Notice of Cancellation.** Contractor shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Contractor shall immediately obtain a replacement policy.
- 5.7 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.
- 5.8 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.
- 5.9 Substitute Certificates.** Contractor shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.
- 5.10 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. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.
- 6. 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.
- 7. Dispute Resolution.** If any dispute arises between the City and Contractor that cannot be settled after engaging in good faith negotiations, City and Contractor agree to resolve the dispute in accordance with the following:

- 7.1 Each Party shall designate a senior management or executive level representative to negotiate the dispute;
 - 7.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 - 7.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiations between legal counsel. If the aforementioned process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.
 - 7.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.
 - 7.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.
 - 7.6 The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.
8. **Warranty.** Contractor shall warrant that materials and work shall be completed in conformance with the Agreement and Specifications and that the materials and work provided will fulfill the requirements of this warranty. Contractor agrees to repair or replace any or all work that may prove to be defective in its workmanship, materials furnished, methods of installation or fail to conform to the Agreement and Specifications together with any other work which may be damaged or displaced by so doing within a period of one (1) year from the date of beneficial use or substantial completion of the equipment or portion of the work in question without any expense whatever to the City, ordinary wear and tear and unusual abuse and neglect excepted. Contractor shall be required to repair promptly or replace defective equipment or materials, at Contractor's option and at Contractor's expense. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected Work. The reinstatement of the one (1) year warranty shall apply only to that portion of work that was corrected. Contractor shall perform such tests as City may require verifying that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. In the event of Contractor's failure to comply with the above-mentioned conditions within thirty (30) days after being notified in writing of required repairs, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

In addition to the warranty set forth in this section, Contractor shall assign to City any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Contractor and provided as part of the work, to the extent that such third-party warranties are assignable and extend beyond the warranty period set forth in this section.

9. **Labor Code Compliance.** Contractor is aware of the requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code and applicable regulations which require the payment of prevailing wage rates (§1771, §1774, and §1775); employment of apprentices (§1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on “public works” and “maintenance” projects. The services being performed under this Agreement are part of a “public works” or “maintenance” project, as defined in the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws.
 - 9.1 **Rates.** These prevailing wage 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.
 - 9.2 **Registration with DIR.** Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform the services consistent with Labor Code section 1725.5.
 - 9.3 **Monitoring.** This Agreement will be subject to compliance monitoring and enforcement by the DIR, under Labor Code section 1771.4.
10. **Ownership of Work.** All original documents prepared by Contractor for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Contractor's services, or upon demand from the City. No such documents shall be revealed or made available by Contractor to any third party without the City's prior written consent.
11. **Independent Contractor Status.** 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.
12. **Rebates, Kickbacks, or Other Unlawful Consideration.** Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

13. **Conflicts of Interest.** Contractor (including its employees, agents, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Contractor maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Contractor's conflicting interest.
14. **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 to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

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

To Contractor:
Roger Vincent
Vice President
1607 Turnpike Road
Stockton, CA 95206

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

15. **Miscellaneous.**

- 15.1 **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 professionals performing in the same or similar time and locality, and under the same or similar circumstances.
- 15.2 **Amendments.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.
- 15.3 **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.
- 15.4 **Assignment and Delegation.**
- 15.4.1 **Assignment of This Agreement.** 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.

15.4.2 Assignment pursuant to Public Contract Code Section

7103.5. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

- 153.5 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.
- 13.6 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.
- 13.7 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. By entering into this Agreement, Contractor represents that it is not a suspended corporation. If Contractor is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.
- 13.8 Business License.** Before the City signs this Agreement, Contractor shall obtain a City of Tracy Business License.
- 13.9 Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
- 13.10 Construction of Agreement.** Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.
- 13.11 Severability.** 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.
- 13.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Contractor's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Contractor's proposal (if any), the Exhibits shall control.

- 15.13 Entire Agreement.** This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.
- 16. Signatures.** The individuals executing this Agreement on behalf of Contractor represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Contractor.

[SIGNATURES ON FOLLOWING PAGE]

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:

Leticia Ramirez, Interim City Attorney

Contractor

Comfort Air, Inc., a California Corporation



By: Roger Vincelet
Title: Vice-President
Date: July 01, 2019

Federal Emp. Tax ID No. 94-1033371

By: _____
Title: _____
Date: _____

Exhibit A: Scope of Work
Exhibit B: Compensation

BID PROPOSAL

to the

CITY OF TRACY, A MUNICIPAL CORPORATION

OF SAN JOAQUIN COUNTY, CALIFORNIA

for

CITY HALL PLUMBING REPAIRS

Name of Bidder: Comfort Air, Inc.

Business Address: 1607 Turnpike Road

Stockton, CA 95206

Phone: 209-466-4601

The undersigned declares that the only persons or parties interested in this bid proposal as principals are those named herein; that this bid proposal is made without collusion with any other person, firm or corporation; that Bidder has examined the Specifications, read the Notice Inviting Bids and hereby proposes to do all the work in accordance with said Specifications for the unit prices set forth in the enclosed Schedule of Prices.

*areed @ comfort air inc. com Amber Reed
Rumcelet @ comfort air inc. com Roger*

Comfort Air, Inc.

MECHANICAL CONTRACTORS
SINCE 1946

April 25, 2019

City of Tracy

Attn: Bob Gravelle

Quotation 268/2019

Project: City Hall Replace galvanized Nipples

Inclusions:

- Remove 48-1/2" galvanized nipples from the hot and cold water line on the lavi's and replace with 1/2" brass nipples, new loose key angle stop, and supply flex
- Remove and replace 4-1/2" galvanized nipples from the shower valves and replace with brass nipples
- Remove and replace 9-1/2" brass nipples from the drinking fountain and replace with 1/2" brass nipples, new loose key angle stop, and supply flex
- Remove 5-1/2" galvanized nipples from the refrigerators and replace with 1/2" brass nipples, new loose key angle stop, and supply flex
- Remove 41-1" galvanized nipples from flush valves and replace with 1" brass nipples, new loose key angle stop, and supply flex
- Repair any tile or sheetrock damaged by the removal of the nipples
- Remove the rust and calcium stains at each location.

Total cost is \$ **67,580.00**

Project bid at prevailing rate.

Exclusions: After hours or premium time. Permit fees

Quote is good for 30 days. All work to be performed during normal business hours.

Sincerely,

Roger Vincelet
Vice President
(209) 940-7125
rvincelet@comfortairinc.com

Acceptance:

By:

Date:



SCHEDULE OF PRICES

The contractor hereby proposes to furnish all necessary tools and equipment, materials, labor and services (including cost of Worker's Compensation Insurance and all payroll taxes on such labor) in accordance with the Specifications set forth in the bid documents at the prices quoted below.

SCHEDULE OF WORK

WORK	UNIT	COST PER UNIT	TOTAL COST
Remove ½" galvanized nipples from hot and cold water lines on sinks and replace with ½" brass nipples, new loose key ¼ turn angle stops and new stainless braid supply flex	48 each	\$423.10	\$20,308.78
Remove ½" galvanized nipples from shower valves and replace with ½" brass nipples.	4 each	\$721.53	\$2,886.10
Remove ½" galvanized nipples on drinking fountains and replace with ½" brass nipples, new loose key ¼ turn angle stops and new stainless braid supply flex.	9 each	\$401.84	\$3,616.53
Remove ½" galvanized nipples from refrigerator supply lines and replace with ½" brass nipples, new loose key ¼ turn angle stops and new stainless braid supply flex.	5 each	\$401.84	\$2,009.18
Remove 1" galvanized nipples from flush valves and replace with 1" brass nipples.	41 each	\$559.33	\$22,932.59
Repair any sheetrock, tile, or substrate damaged by removal of old galvanized nipples.		\$11,078.77	\$11,078.77
Remove any rust and/or calcium stains at each location if deemed necessary.		\$4,748.05	\$4,748.05

BIDDER'S QUALIFICATIONS

The following statements as to Experience and Financial qualifications of the Bidder must be submitted as part of this Bid Proposal and the truthfulness and accuracy of the information is guaranteed by the Bidder.

BIDDER'S EXPERIENCE

The Bidder's experience in work of a nature similar to that covered in the Bid Proposal extends over a period of 71 years.

WORK REFERENCES

Please list three current work references:

Customer Name San Joaquin General Hospital
Contact Name Brian Beckman
Address 7000 Michael Canlis Blvd
City/State/Zip French Camp, CA 95231
Phone 209-468-4638

Customer Name City of Stockton
Contact Name Colin Scott
Address 1465 S. Lincoln Street
City/State/Zip Stockton, CA 95206
Phone 209-937-8954

Customer Name City of Tracy
Contact Name Bob Gravelle
Address 520 Tracy Blvd
City/State/Zip Tracy Ca
Phone _____


NON-COLLUSION AFFIDAVIT

Title 23 United States Code Section 112 and
Public Contract Code Section 7106

State of California)
) ss.
County of San Joaquin)

Roger Vincelet (name of person signing affidavit), being first duly sworn, deposes and says under penalty of perjury under the laws of the State of California, that he or she has the right, power, legal capacity, and authority to execute this Affidavit as Vice President (sole owner, partner, president, secretary, etc) of Comfort Air Inc. (legal name of Bidder), the Bidder, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in any false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from Bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.


IN WITNESS WHEREOF, the undersigned, as bidder, represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of the Bidder, and have executed this document by setting hereto their names, titles and signature.



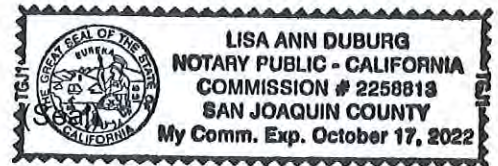
(Signature of Representative of Bidder)

Subscribed and sworn to before me, a Notary Public in and for the State of California,

County of San Joaquin, this 25th day of April, 2019.

Signature of Notary Public: 

My Commission expires 10-17-2022, 20



NOTE: THIS AFFIDAVIT MUST BE COMPLETED AND RETURNED AS PART OF THE CONTRACTOR'S BID PROPOSAL.

SIGNATURE OF BIDDER

Bidder agrees to be bound by its bid proposal and, if awarded the work contemplated by this bid proposal, to enter into a contract with the City of Tracy pursuant to and in accordance with the Specifications set forth in the bid proposal documents.

Comfort Air Inc
Name of Firm Representative


Signature of Firm Representative

Vice President
Title

04/25/2019
Date of Bid Proposal

THIS BID PROPOSAL MUST BE SIGNED BY THE BIDDER

Bid Proposal Name: City of Hall Plumbing Repairs.

Local Vendor Affidavit
(Tracy Municipal Code Sections 2.20.030(g) and 2.20.230)

The City of Tracy Local Vendor Preference may be applied to this proposal. If you qualify for this preference, please submit this Local Vendor Affidavit along with your response to this bid proposal.

Definition of Local Vendor:

Per Tracy Municipal Code 2.20.030(g), "local vendor" means a person or legal entity which has a place of business (other than a PO Box) within the city and a valid, current City of Tracy business license. The local business needs to be operating from a functional office, within the city limits, that is staffed with the company's employees, during normal business hours.

Qualifications:

To qualify as a local vendor, the vendor shall submit with its bid this completed Local Vendor Affidavit to document the following*:

- The business has a facility with a City of Tracy address
- The business will attribute the sales tax from the sale to the City of Tracy
- The business has had a City of Tracy business license for at least one year prior to the opening of the bid

Business Name: Comfort Air Inc

Physical Address: 1607 Turnpike Road Stockton, CA 95206

Phone: 209-466-4601 FAX: 209-466-2639 E-Mail: rvincelet@comfortairinc.com

Tracy Business License No. _____ Date License First Issued: _____

Primary function of this location (i.e., sales, distribution, production, corporate, etc.):

Mechanical contractor, HVAC and Plumbing

Roger Vincelet

Name of Company Official (typed)

04/25/2019

Date

Vice President

Title of Company Official



Signature of Company Official

Submittal of false data will result in disqualification of local vendor preference

*Additional supporting documentation that may be requested by the City to verify qualification includes:

- A copy of current SS2 form (State, Local & district Sales and Use Tax Return Form)
- Copy of current business license
- Proof of current business address

RESOLUTION _____

APPROVING A GENERAL SERVICES AGREEMENT WITH COMFORT AIR, INC., OF STOCKTON, CA., TO PERFORM REPAIRS TO THE PLUMBING AT TRACY CITY HALL AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ANY MINOR AMENDMENTS TO THE AGREEMENT NOT TO EXCEED \$67,580 FOR FY 2019-20

WHEREAS, The Public Works Department staff received reports in April 2017 that the plumbing within Tracy City Hall was leaking and in need of repairs to the plumbing nipples, turn angle stops, and braid supply flex throughout the facility, and

WHEREAS, The Public Works Department issued a notice inviting bids to qualified plumbing contractors and a bid was received from one contractor, Comfort Air, Inc., and

WHEREAS, The agreement calls for work to be performed on City Hall on Fridays when City Hall is closed and completed within 45 days of the award of the contract, and

WHEREAS, The total cost for material and labor provided by the vendor will not exceed \$67,580;

NOW, THEREFORE, BE IT RESOLVED, The City Council approves a general services agreement with Comfort Air, Inc., Stockton, CA., to perform repairs to the plumbing at Tracy City Hall and authorizes the City Manager to execute the agreement and any minor amendments to the agreement for a not to exceed amount of \$67,580 for FY 2019-20.

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the 16th day of July 2019, 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

AWARD A CONSTRUCTION CONTRACT TO ST. FRANCIS ELECTRIC, LLC OF SAN LEANDRO, CALIFORNIA, IN THE AMOUNT OF \$997,650 FOR THE INSTALLATION OF A TRAFFIC SIGNAL AT LAMMERS ROAD AND SCHULTE ROAD (WEST), CIP 72068, AND AUTHORIZE THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE CONTINGENCY AMOUNT OF \$100,000, IF NEEDED

EXECUTIVE SUMMARY

Award of a construction contract for the installation of a Traffic Signal at Lammers Road and Schulte Road (West) intersection (CIP 72068).

DISCUSSION

The Project consists of roadway improvements at the intersection of Lammers Road and Schulte Road. This intersection is within the jurisdiction of County of San Joaquin; however, the north leg of the intersection lies within the City of Tracy. The Project includes the installation of a new traffic signal and the widening of the roadway and addition of lanes near the intersection. The new traffic signal will be a fully actuated pedestrian and vehicular traffic signal. The Project would also install a retention pond on the southwest corner of the intersection.

The City of Tracy and the San Joaquin County have entered into maintenance agreements for this intersection, whereby the signal and the retention pond will be maintained by the City.

Staff applied for San Joaquin Valley Air Pollution Control District (SJVAPCD) grant to fund this Project. The City has secured a grant of \$201,100 towards the construction of this Project.

Project design, improvement plans, specifications, and contract documents were prepared by BKF Engineers. The Project was advertised for competitive bids on May 10, and May 17, 2019. The City received and opened three bids on June 12, 2019 as follows:

	Bidder	Location	Total Bid
1	St. Francis Electric, LLC	San Leandro, CA	\$997,650
2	T&S Intermodal Maintenance	Linden, CA	\$1,218,117
3	United Pavement Maintenance	Hughson, CA	\$1,030,260

The lowest monetary bid is from St. Francis Electric, LLC of San Leandro, California, in the amount of \$997,650. The bids are responsive and bidder is responsible. The

contractor has good references and has completed similar projects for other cities and public agencies.

The anticipated cost for construction of this Project, if awarded to St. Francis Electric, LLC, is estimated as follows:

Construction Bid Amount (Base Bid + Additive Bid)	\$997,650
Contingency (~10%)	\$100,000
Construction Management & Inspection (~3%)	\$30,000
Design Support during Construction (~3%)	\$30,000
Total Project Cost	\$1,157,650
Available Budget	\$1,400,000

With regards to the construction contingency amount, Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager to approve change orders up to the amount approved by Council. The recommended contingency amount for this Project is \$100,000.

STRATEGIC PLAN

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

FISCAL IMPACT

The Traffic Signal at Lammers and Schulte Road is an approved Capital Improvement Project with an adopted FY2019/20 budget as follows:

F261 - SJAPCD Grant	\$201,100
F323 - Plan C Arterials	\$447,160
F363 - TIMP - Traffic	\$751,740
Total	\$1,400,000

RECOMMENDATION

Staff recommends that City Council, by resolution, award a construction contract to St. Francis Electric, LLC of San Leandro, California, in the amount of \$997,650 for installation of a traffic signal at Lammers Road and Schulte Road (West) - CIP 72068, and authorize the City Manager to approve change orders up to the amount of \$100,000, if needed.

Prepared by: Anju Pillai, PE, Associate Civil Engineer

Reviewed by: Zabih Zaca, PE, Senior Civil Engineer
Robert Armijo, PE, City Engineer / Assistant Development Services Director
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

RESOLUTION 2019-_____

AWARDING A CONSTRUCTION CONTRACT TO ST. FRANCIS ELECTRIC, LLC OF SAN LEANDRO, CALIFORNIA FOR THE INSTALLATION OF A TRAFFIC SIGNAL AT LAMMERS ROAD AND SCHULTE ROAD (WEST) – CIP 72068 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE CONTINGENCY AMOUNT OF \$100,000, IF NEEDED

WHEREAS, The Project consists of roadway improvements at the intersection of Lammers Road and Schulte Road (West), and

WHEREAS, This intersection is within the jurisdiction of County of San Joaquin; however, the north leg of the intersection lies within the City of Tracy, and

WHEREAS, The Project includes the installation of a new traffic signal and the widening of the roadway and addition of lanes near the intersection, and

WHEREAS, The Project would also install a retention pond on the southwest corner of the intersection, and

WHEREAS, The City of Tracy and the San Joaquin County have entered into maintenance agreements for this intersection, whereby the signal and the retention pond will be maintained by the City, and

WHEREAS, Staff applied for San Joaquin Valley Air Pollution Control District (SJVAPCD) grant funding for this Project and has secured a grant of \$201,100 towards the construction of this project, and

WHEREAS, The Project was advertised for competitive bids on May 10, and May 17, 2019, and

WHEREAS, The bids were received and opened on June 12, 2019, and

WHEREAS, The lowest monetary bid is from St. Francis Electric, LLC of San Leandro, California, in the amount of \$997,650, and

WHEREAS, The bids are responsive and bidder is responsible, and

WHEREAS, The anticipated cost for construction of this Project, if awarded to St. Francis Electric, LLC is estimated as follows:

Construction Bid Amount (Base Bid + Additive Bid)	\$997,650
Contingency (~10%)	\$100,000
Construction Management & Inspection (~3%)	\$30,000
Design Support During Construction (~3%)	\$30,000
Total Project Cost	\$1,157,650
Available Budget	\$1,400,000

WHEREAS, With regards to the construction contingency amount, Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager to approve change orders up to the amount

approved by Council and the recommended contingency amount for this Oproject is \$100,000, and

WHEREAS, The Traffic Signal at Lammers and Schulte Road is an approved Capital Improvement Project with an adopted FY2019/20 budget as follows:

F261 - SJAPCD Grant	\$201,100
F323 - Plan C Arterials	\$447,160
F363 - TIMP - Traffic	\$751,740
Total	\$1,400,000

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby awards a construction contract to St. Francis Electric, LLC of San Leandro, California, in the amount of \$997,650 for the installation of a traffic signal at Lammers Road and Schulte Road (West) – CIP 72068, and authorizes the City Manager to approve change orders up to the contingency amount of \$100,000, if needed.

The foregoing Resolution 2019-_____ was passed and adopted by the City Council on the 16th day of July, 2019, 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 REAL PROPERTY PURCHASE AGREEMENTS BETWEEN THE CITY OF TRACY AND FOUR PROPERTY OWNERS FOR ACQUISITION OF RIGHT-OF-WAY AND EASEMENTS REQUIRED FOR THE WIDENING OF CORRAL HOLLOW ROAD BETWEEN OLD (WEST) SCHULTE ROAD AND LINNE ROAD, CIP 73144

EXECUTIVE SUMMARY

The Corral Hollow Road Widening project from West Schulte Road to Linne Road requires acquisition of portions of real properties for right-of-way (ROW) and easements from fifty-two (52) properties fronting the roadway. The City and its consultant, Associated Right of Way, Inc., have been working with various property owners for such acquisitions for more than six months. The City has acquired right of way and temporary construction easements from twenty-six (26) properties. Negotiations for the purchase of four real properties have been concluded and staff is requesting City Council's approval for the purchase of real property including temporary construction easements. The City will continue working with the remaining property owners for friendly acquisition of right-of-way and easements.

DISCUSSION

The widening of Corral Hollow Road between Old (west) Schulte Road and Linne Road is an approved Capital Improvement Project (CIP 73144) with an estimated cost of \$20 million. The majority of the Project's funding is provided by Measure K funds and Tracy Infrastructure Master Plan (TIMP) fees.

The widening of Corral Hollow Road requires the acquisition of real properties and easements for ROW purposes from fifty-two (52) adjacent property owners. The City acquired the services of Consultant for assistance with acquisition of ROW for this project. The City, in coordination with the Consultant, has successfully negotiated and acquired ROW and necessary easements from twenty-six (26) properties. Negotiations for acquisition of ROW and easement with four property owners have concluded. The City is in the final stages of negotiations for settlement with another fourteen (14) property owners. In addition, the City has reached an impasse with five (5) property owners and another three (3) property owners are not responding to the City's offer in spite of repeated efforts.

Listed below are the four (4) property owners with who staff recommends entering into agreements for the purchase of ROW and temporary construction easements. Since the settlement amounts for each of these properties exceeds \$50,000, City Council's approval is necessary in accordance with Tracy Municipal Code Section 2.20.290.

<u>Property Owner</u>	<u>Assessor's Parcel #</u>	<u>Purchase Amount</u>
1. H. & J. Dabandan	240-140-11	\$ 110,000.00
2. D. Dabandan	242-050-01	\$ 80,060.00
3. A. Robertson & J. Colgrove	240-090-15	\$ 78,500.00
4. E & L Vargas	242-030-38	\$ 70,000.00

Staff will continue working with the remaining property owners for friendly acquisition of right-of-way. Staff intends to advertise the project for construction bids by early next year and start construction.

STRATEGIC PLAN

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

FISCAL IMPACT

Right of way acquisition funds for this project have been budgeted from Fund 352.

RECOMMENDATION

That City Council, by resolution, approve the real property purchase agreements between the City of Tracy and four (4) property owners for acquisition of right of way and easements required for the widening of Corral Hollow Drive between Old (west) Schulte Road to Linne Road, CIP 73144.

Prepared by: Ripon Bhatia, Senior Civil Engineer

Reviewed by: Kul Sharma, Utilities Director
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENT A - Real Property Purchase Agreements

**CITY OF TRACY
AGREEMENT FOR PURCHASE OF FEE AND TEMPORARY CONSTRUCTION
EASEMENT**

This Agreement is based on the following facts:

- A. Owner owns Property located in the City of Tracy;
- B. City wishes to construct a Project on the Owner's Property and will require a portion of fee and a temporary construction easement over the property.

Now, therefore, the Parties agree:

1. Definitions. In this Agreement:

City means the CITY of Tracy, a municipal corporation, and its officers, employees, agents and contractors.

Project means the CITY'S Corral Hollow Road Widening.

Grantor, or Property Owner, means **HANNA DABANDAN A SINGLE WOMAN AND JESSICA DABANDAN A SINGLE WOMAN AS JOINT TENANTS.**

Property means the parcel(s) owned by GRANTOR on which the fee and temporary construction easement are located, identified in Attachment 1 (Legal Description).

Fee means fee simple of the Property, as described in Attachment 2, Exhibit A and B.

TCE or the TCE Area means the Temporary Construction Easement, described in Attachment 3 including its Exhibit A.

Escrow or Escrow Account means the escrow account established by the CITY at First American Title Company, 4637 Chabot Drive, Suite 105, Pleasanton, CA 94588, Order No.: 0110-5413190.

2. Grant Deed and Grant of TCE. In consideration of the terms in this Agreement, GRANTOR shall deposit in Escrow a *Grant Deed and Grant of TCE* suitable for recordation and conveying from GRANTOR to CITY Fee (Grant Deed) and temporary construction easement (Grant of TCE). The Fee must be free and clear of all liens, leases, encumbrances, recorded or unrecorded, assessments and taxes, except for any exceptions to title identified in the title report which are acceptable to CITY. (It is GRANTOR'S responsibility to clear any title exceptions not acceptable to CITY.) The form of the Grant Deed and Grant of TCE shall be substantially as set forth in Attachment 2, with Exhibits A (Legal Description) and B (Plat Map) and Attachment 3 including its Exhibit A.

3. Purchase.

A. Consideration. CITY shall pay the sum of One Hundred Ten Thousand and no/100 Dollars (\$110,000.00) to the Escrow Account as consideration for the Fee and TCE.

B. Deductions. CITY may deduct and pay from the consideration any amount necessary to satisfy any liens, bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest, and/or delinquent and unpaid non-delinquent assessments, which may have become a lien at the close of escrow.

- C. Current taxes. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Revenue and Taxation Code Section 5086 if unpaid at the close of escrow.
- D. Escrow and title charges. CITY agrees to pay all escrow, recording and title insurance charges, if any, incurred in this transaction.
- E. Clear title. Close of escrow for this transaction is contingent upon the title company receiving deeds of reconveyance from any deed of trust or mortgage holder trustees and beneficiaries.
- F. Improvements. The consideration in Section 3.A. includes payment for the following improvements: 24 large trees, 2 medium sized trees, 1 small tree, 8 medium sized bushes, 10,700 sq. ft. irrigated lawn area, 440 linear feet vinyl fencing with mesh, 96 linear feet metal electronic gate..
- G. Cost to Cure Damages. The consideration in Section 3.A. includes payment in full for GRANTOR to perform the following work: replace all items listed in Section 3. F. above.

4. Temporary Construction Easement

- A. Grant of TCE. GRANTOR shall deposit in the Escrow Account a *Grant of Temporary Construction Easement*, suitable for recordation and conveying from GRANTOR to CITY, in substantially the form set forth in Attachment 3 including its Exhibit A.
- B. Permit. The TCE permits CITY to enter upon GRANTOR'S Property on a temporary basis, not longer than a 24-month period. The TCE period begins with the CITY's first entry on the TCE area. CITY will give the GRANTOR: (1) at least 30 days prior written notice before it is about to begin construction; and (2) at least 48 hours advanced written notice before the first entry on the TCE.

If access to the TCE is from private property, GRANTOR shall maintain the rights of ingress to and egress from the TCE at all times during the construction period.

- C. Permit Extension In case of unpredictable delays in construction, upon written notification, the terms of the Temporary Easement may be extended by an amendment to the Agreement. GRANTOR shall be compensated based on the fair market value at the time of the extension. Payment shall be made to the GRANTOR for the extension prior to the expiration of the original period.
- D. Restoration. The CITY agrees to promptly restore any damage to the TCE area including the parcels upon which the TCE is situated, and any improvements located there (not already accounted for in Section 3.G. herein), caused by CITY'S entry or work performed in connection with the Project.
- E. Grantor's Conveyance. If the GRANTOR sells, conveys or assigns any property interest, encumbered by this Agreement. GRANTOR shall notify the successor or assignor of the rights and obligations under this Agreement. CITY has no obligation to compensate a successor or assignee for the rights and interests granted to CITY under this Agreement.

5. Permission to Enter GRANTOR'S Land for Construction Purposes. Permission is hereby granted to CITY or its authorized agent to enter GRANTOR'S land, where necessary, to install a new 20 foot wide driveway with a 26 foot wide apron approach which will be impacted

by the CITY'S acquisition. Portions of the driveway will require repair. GRANTOR understands and agrees that after completion of the work described herein, said facilities will be considered GRANTOR'S sole property and GRANTOR will be responsible for its maintenance and repair.

All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the CITY or its authorized agent, shall be left in as good condition as found.

6. CITY's Indemnification. CITY shall indemnify, defend, and hold harmless GRANTOR from and against all claims, causes of action, damages, liabilities, cost and expenses (including reasonable attorney fees and costs), arising from or related to CITY'S use of the TCE area and exercise of CITY'S rights under this Agreement, except as to action, damages, liabilities or costs due to GRANTOR's negligence or willful misconduct.

7. Right of Possession and Use. CITY'S right of possession and use of the Fee and TCE, including the right to remove and dispose of improvements, and install and connect utilities, shall commence on the date the amount of funds as specified in Section 3.A herein are deposited into the escrow controlling this transaction. The consideration shown in Section 3.A includes, but is not limited to, full payment for the possession and use from that date, including interest and damages if any.

8. Notice to successors. If GRANTOR sells, conveys or assigns any property interest encumbered by this Agreement before the CITY exercises its rights, GRANTOR shall notify the successor or assignor of the rights and obligations under this Agreement.

9. Escrow Instructions. GRANTOR authorizes CITY to prepare and file escrow instructions in accordance with this Agreement on behalf of both parties.

10. Hazardous Wastes. The acquisition price of the Fee and TCE being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the CITY may elect to recover its clean-up costs from those who caused or contributed to the contamination. GRANTOR shall further indemnify, defend, save and hold harmless the CITY from any and all claims, costs and liability, including reasonable attorney's fees, for any damage, injury or death to persons or property arising directly or indirectly from or connected with the existence of toxic or hazardous material on the property, save and except claims, costs or litigation arising through the sole willful misconduct of the CITY.

11. No Leases. GRANTOR warrants that there are no oral or written leases on all or any portion of the Fee and TCE exceeding a period of one month. GRANTOR agrees to hold CITY harmless and reimburse CITY for any of its losses and expenses occasioned by reason of any lease of the Fee and TCE held by a tenant for a period exceeding one month.

12. Release of All Claims. This is intended as a full and complete release of all or any claims that either party has against the other and is in full settlement of any and all such claims and intends to and does hereby release all of said persons, firms, associations and corporations of and from any and all liability of any nature whatsoever for all claims or causes of action including those for all consequences, effects and results of any loss, injury or damage, whether the same are now known or unknown to the undersigned, expected or unexpected by the undersigned, or have already appeared or developed or may now be latent or may in the future appear or develop. The

parties acknowledge that they each have been informed of and are familiar with the provisions of California Civil Code Section 1542 which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with any debtor."

Further, the parties mutually waive the provisions of California Civil Code Section 1542, and further waive any right they might have to voice said provisions now or in the future with respect to the releases set out in this Compromise and Release. The parties recognize and acknowledge that factors which have induced them to enter into this Compromise and Release may turn out to be incorrect or different to what they have previously anticipated, and the parties expressly assume the risks and further expressly assume the risk of this waiver of California Civil Code section 1542.

13. Remedies for Breach. In the event of a breach of this Agreement by GRANTOR, CITY is entitled to pursue any and all remedies available to it against GRANTOR, including, without limitation, claims for all damages attributable to GRANTOR's breach, and specific performance of this Agreement.

14. Miscellaneous.

A. Authority to sign; Approval of City. GRANTOR and the signatories represent and warrant that the signatories to this Agreement are authorized to enter into this Agreement to convey real property and that no other authorizations are required to implement this Agreement on behalf of GRANTOR.

GRANTOR understands that this Agreement is subject to the approval of CITY, and this Agreement shall have no effect unless and until the Council approves it.

B. Counterparts Signature. This Agreement may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one agreement.

C. Specific Performance. In the event of GRANTOR'S breach of this Agreement, CITY shall be entitled to pursue any and all remedies available to it, including, without limitation, claims for damages attributable to GRANTOR'S breach, and specific performance of this Agreement.

D. Entire Agreement. The parties have here set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for the Fee and TCE and shall relieve CITY of all further obligations or claims on this account or on account of the location, grade, construction or operation of the proposed Project.

E. Binding on Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the parties.

[Signatures on the following page]

The parties have executed this Agreement the last date written below.

CITY OF TRACY:

GRANTOR/PROPERTY OWNER(S):


By: _____

By: 
Hanna Dabandan

Title: _____

Date: 3/28/2019

Date: _____

By: 
Jessica Dabandan

Approved as to Form:

Date: 3/28/2019

By: _____

Title: _____

Attachments:

- 1 Property Legal Description
- 2 Form of Grant Deed, including Exhibit A (Legal Description) B (Plat Map)
- 3 Form of Temporary Construction Easement, including Exhibit A (Aerial Map)

ATTACHMENT 1

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of San Joaquin, State of California, described as follows:

A PORTION OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS PARCEL "A" AS SHOWN UPON PARCEL MAP FILED FOR RECORD NOVEMBER 27, 1978 IN BOOK 6 OF PARCEL MAPS, PAGE 193, SAN JOAQUIN COUNTY RECORDS.

APN: 240-140-11

ATTACHMENT 2

RECORDING REQUESTED BY:

First American Title Company
4637 Chabot Drive, Suite 105
Pleasanton, CA 94588

WHEN RECORDED MAIL TO:

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

APN: 240-140-11 (portion)

Space Above This Line for Recorder's Use

This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and §6103, and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

HANNA DABANDAN A SINGLE WOMAN AND JESSICA DABANDAN A SINGLE WOMAN AS JOINT TENANTS

hereby grant(s) to the **CITY OF TRACY, A MUNICIPAL CORPORATION** the real property more particularly described in Exhibit "A" attached hereto and made a part hereof.

SIGNED:

By:

Hanna Dabandan

By:

Jessica Dabandan

Date:

EXHIBIT A
LEGAL DESCRIPTION
PUBLIC RIGHT OF WAY ACQUISITION
CORRAL HOLLOW ROAD
DABANDAN (2016-011976)
APN 240-140-11
TRACY, CALIFORNIA

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

Being a portion of parcel of land described in the deed to Dabandan, recorded in Document No. 2016-011976, Official Records of San Joaquin County, said parcel also being Parcel A, as last said parcel is shown on the Parcel Map filed in Book 6 of Parcel Maps at Page 193, San Joaquin County Records and more particularly described as follows:

Beginning at the northeasterly corner of said parcel; thence along the easterly line of said parcel, last said line also being the westerly line of Corral Hollow Road, South $00^{\circ}22'23''$ West 249.98 feet to the southerly line of said parcel; thence along last said line North $89^{\circ}39'02''$ West 27.94 feet; thence across said parcel North $00^{\circ}38'15''$ East 250.02 feet to the northerly line of said parcel; thence along last said line South $89^{\circ}39'02''$ East 32.35 feet to the **Point of Beginning**.

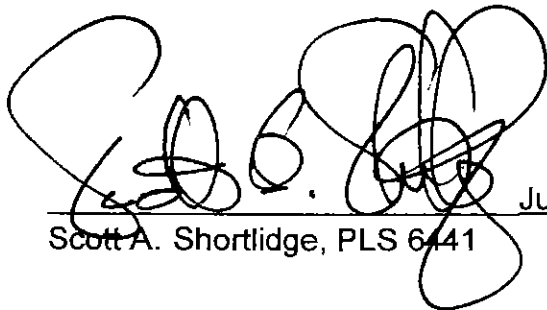
Containing 7,537 square feet (ground level area) of land, more or less.

The distances written herein are Grid Distances. Multiply distances by 1.0000612 to obtain Ground Level Distances.

See Exhibit B - Plat to Accompany Legal Description which is attached hereto and made a part hereof:

END OF DESCRIPTION

This description and its accompanying plat were prepared by or under the direction of:






Scott A. Shortlidge, PLS 6441

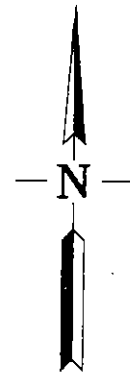
June 4, 2018

Date

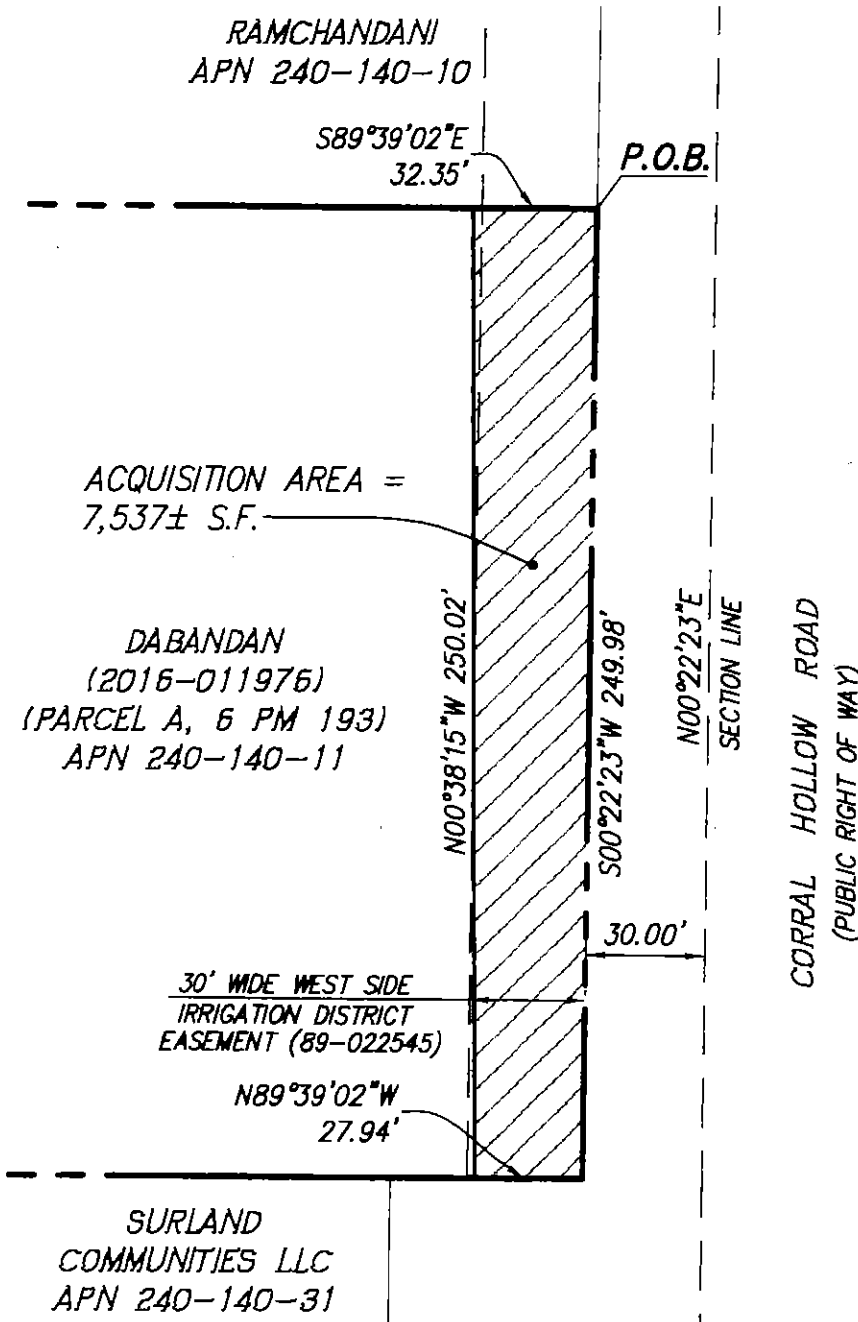


LEGEND

-  PROPERTY LINE
-  ACQUISITION LINE
- P.O.B. POINT OF BEGINNING
- S.F. SQUARE FEET
-  ACQUISITION AREA



1 inch = 50 ft.



GRID FACTOR NOTE:

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

AREA NOTE:

ACQUISITION AREA SHOWN IS BASED ON GROUND LEVEL DISTANCES.



Scott A. Shortlidge
SCOTT A. SHORTLIDGE, P.L.S. 6441
JUNE 4, 2018

G:\JOB2012\121083-IP\MAPPING\PLATS\CHR-RW\CHR TO SECTION LINE\W23-APN 24014011-DABANDAN.DWG 4/26/2018 10:46:21 AM JOHN KNEZOVICH

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
RIGHT OF WAY ACQUISITION
CORRAL HOLLOW ROAD

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA



RUGGERI-JENSEN-AZAR

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

SCALE:
1" = 50'

DATE:
6/4/2018

JOB NO.:
121083IP

ATTACHMENT 3

APN: 240-140-11 (portion)

Space Above This Line for Recorder's Use

This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and §6103

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

Grant. For good and valuable consideration pursuant to the Temporary Construction Easement Agreement executed by the parties on _____, 20____, ("Agreement"), the undersigned, **HANNA DABANDAN A SINGLE WOMAN AND JESSICA DABANDAN A SINGLE WOMAN AS JOINT TENANTS** ("GRANTOR"), hereby grants to **CITY OF TRACY, A MUNICIPAL CORPORATION** ("CITY"), and its successors and assigns, a Temporary Construction Easement, over, across, under and through the real property situated in the County of San Joaquin, State of California, shown on Exhibit A, attached ("TCE Area") for construction and related purposes for the CITY's Corral Hollow Road Widening Project (the "Project").

Rights. CITY's rights under this easement include, without limitation, the right of CITY to enter upon the TCE Area with personnel, vehicles and equipment for construction of the Project, and all other related activities, to remove all improvements, trees and vegetation that interfere with the Project, to conform the TCE Area to the Project, and do any and all other actions necessary and appropriate to the construction of the Project. As used here, "CITY" includes its officers, agents, contractors, and employees, and other governmental agencies responsible for review or construction of any portion of the Project and their officers, agents, contractors, and employees. If access to the TCE Area is across GRANTOR's Property, GRANTOR shall maintain the rights of ingress and egress at all times during the construction period.

Site improvements. Under the Agreement, GRANTOR has been compensated for the cost of certain site improvements within the TCE AREA.

Term: Extension. This Temporary Construction Easement is for a period of 24-months, to begin upon 30 days written notice from CITY to GRANTOR. City shall also provide at least 48 hours written notice before its first entry on the Temporary Construction Easement. If CITY occupies the TCE Area beyond the 24-month period, CITY shall pay GRANTOR additional compensation under the provisions of the AGREEMENT. This Temporary Construction Easement shall not extend beyond the 24-month period (plus any extension) or completion of construction, whichever occurs first.

Restoration. At no additional cost to CITY, CITY has the right to enter upon GRANTOR's Property, where necessary, to reconstruct or perform any warranty or related work during or after the expiration of the TCE and any extension and/or the completion of the Project. The work may include related driveways, walkways, lawn, landscaped and hardscaped areas, irrigation systems, sidewalks or any area where reconstruction or warranty work on GRANTOR's Property is necessary, and where GRANTOR was not already compensated for cost to cure damages under the Agreement.

Conformance with laws. All work performed by CITY in the TCE Area shall conform to applicable building, fire, and sanitary laws, ordinances and regulations relating to the work and shall be done in a good and workerlike manner.

The rights and obligations in this *Grant of Temporary Construction Easement* will: (a) run with the TCE Area and burden, inure to and be for the benefit of and be binding on the TCE Area, GRANTOR and its successors and assigns; and (b) be binding on CITY and its successors and assigns.

IN WITNESS WHEREOF, this Grant of Temporary Construction Easement is signed and executed on _____, 20____.

HANNA DABANDAN A SINGLE WOMAN AND JESSICA DABANDAN A SINGLE WOMAN AS JOINT TENANTS

SIGNED:

By: _____
Hanna Dabandan

By: _____
Jessica Dabandan

Exhibit A: Aerial Map

**CITY OF TRACY
AGREEMENT FOR PURCHASE OF FEE AND TEMPORARY CONSTRUCTION
EASEMENT**

This Agreement is based on the following facts:

- A. Owner owns Property located in the City of Tracy;
- B. City wishes to construct a Project on the Owner's Property and will require a portion of fee and a temporary construction easement over the property.

Now, therefore, the Parties agree:

1. Definitions. In this Agreement:

City means the CITY of Tracy, a municipal corporation, and its officers, employees, agents and contractors.

Project means the CITY'S Corral Hollow Road Widening.

Grantor, or Property Owner, means **DAISY HERNANDEZ DABANDAN, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY**

Property means the parcel(s) owned by GRANTOR on which the fee and temporary construction easement are located, identified in Attachment 1 (Legal Description).

Fee means fee simple of the Property, as described in Attachment 2, Exhibit A and B.

TCE or the TCE Area means the Temporary Construction Easement, described in Attachment 3 including its Exhibit A.

Escrow or Escrow Account means the escrow account established by the CITY at First American Title Company, 4637 Chabot Drive, Suite 105, Pleasanton, CA 94588, Order No.0110-5413234.

2. Grant Deed and Grant of TCE. In consideration of the terms in this Agreement, GRANTOR shall deposit in Escrow a *Grant Deed and Grant of TCE* suitable for recordation and conveying from GRANTOR to CITY Fee (Grant Deed) and temporary construction easement (Grant of TCE). The Fee must be free and clear of all liens, leases, encumbrances, recorded or unrecorded, assessments and taxes, except for any exceptions to title identified in the title report which are acceptable to CITY. (It is GRANTOR'S responsibility to clear any title exceptions not acceptable to CITY.) The form of the Grant Deed and Grant of TCE shall be substantially as set forth in Attachment 2, with Exhibits A (Legal Description) and B (Plat Map) and Attachment 3 including its Exhibit A.

3. Purchase.

A. Consideration. CITY shall pay the sum of Eighty Thousand Sixty and no/100 Dollars (\$80,060.00) to the Escrow Account as consideration for the Fee and TCE.

B. Deductions. CITY may deduct and pay from the consideration any amount necessary to satisfy any liens, bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest, and/or delinquent and unpaid non-delinquent assessments, which may have become a lien at the close of escrow.

C. Current taxes. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Revenue and Taxation Code Section 5086 if unpaid at the close of escrow.

D. Escrow and title charges. CITY agrees to pay all escrow, recording and title insurance charges, if any, incurred in this transaction.

E. Clear title. Close of escrow for this transaction is contingent upon the title company receiving deeds of reconveyance from any deed of trust or mortgage holder trustees and beneficiaries.

F. Improvements. The consideration in Section 3.A includes payment for the following improvements: Landscaping, masonry pillars with lamps, electric powered chain link gate, mesh fencing and barbed wire.

G. Cost to Cure Damages The consideration in Section 3.A includes payment in full for the GRANTOR to perform the following work: Replace masonry pillars with lamps, an electric powered chain link gate and mesh and barbed fencing.

4. Temporary Construction Easement

A. Grant of TCE. GRANTOR shall deposit in the Escrow Account a *Grant of Temporary Construction Easement*, suitable for recordation and conveying from GRANTOR to CITY, in substantially the form set forth in Attachment 3 including its Exhibit A.

B. Permit. The TCE permits CITY to enter upon GRANTOR'S Property on a temporary basis, not longer than a 24-month period. The TCE period begins with the CITY's first entry on the TCE area. CITY will give the GRANTOR: (1) at least 30 days prior written notice before it is about to begin construction; and (2) at least 48 hours advanced written notice before the first entry on the TCE.

If access to the TCE is from private property, GRANTOR shall maintain the rights of ingress to and egress from the TCE at all times during the construction period.

C. Permit Extension In case of unpredictable delays in construction, upon written notification, the terms of the Temporary Easement may be extended by an amendment to the Agreement. GRANTOR shall be compensated based on the fair market value at the time of the extension. Payment shall be made to the GRANTOR for the extension prior to the expiration of the original period.

D. Restoration. The CITY agrees to promptly restore any damage to the TCE area (including the parcels upon which the TCE is situated, and any improvements located there (not already accounted for in Section 3.G herein) caused by CITY'S entry or work performed in connection with the Project.

E. Grantor's Conveyance. If the GRANTOR sells, conveys or assigns any property interest, encumbered by this Agreement. GRANTOR shall notify the successor or assignor of the rights and obligations under this Agreement. CITY has no obligation to compensate a successor or assignee for the rights and interests granted to CITY under this Agreement.

5. Permission to Enter GRANTOR'S Land for Construction Purposes. Permission is hereby granted to CITY or its authorized agent to enter GRANTOR'S land, where necessary, to install a new 20 foot wide driveway approach which will be impacted by the CITY'S acquisition.

Portions of the driveway will require repair. GRANTOR understands and agrees that after completion of the work described herein, said facilities will be considered GRANTOR'S sole property and GRANTOR will be responsible for its maintenance and repair.

All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the CITY or its authorized agent, shall be left in as good condition as found.

6. CITY's Indemnification. CITY shall indemnify, defend, and hold harmless GRANTOR from and against all claims, causes of action, damages, liabilities, cost and expenses (including reasonable attorney fees and costs), arising from or related to CITY'S use of the TCE area and exercise of CITY'S rights under this Agreement, except as to action, damages, liabilities or costs due to GRANTOR's negligence or willful misconduct.

7. Right of Possession and Use. CITY'S right of possession and use of the Fee and TCE, including the right to remove and dispose of improvements, and install and connect utilities, shall commence on the date the amount of funds as specified in Section 3.A herein are deposited into the escrow controlling this transaction. The consideration shown in Section 3.A includes, but is not limited to, full payment for the possession and use from that date, including interest and damages if any.

8. Notice to successors. If GRANTOR sells, conveys or assigns any property interest encumbered by this Agreement before the CITY exercises its rights, GRANTOR shall notify the successor or assignor of the rights and obligations under this Agreement.

9. Escrow Instructions. GRANTOR authorizes CITY to prepare and file escrow instructions in accordance with this Agreement on behalf of both parties.

10. Hazardous Wastes. The acquisition price of the Fee and TCE being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the CITY may elect to recover its clean-up costs from those who caused or contributed to the contamination. GRANTOR shall further indemnify, defend, save and hold harmless the CITY from any and all claims, costs and liability, including reasonable attorney's fees, for any damage, injury or death to persons or property arising directly or indirectly from or connected with the existence of toxic or hazardous material on the property, save and except claims, costs or litigation arising through the sole willful misconduct of the CITY.

11. No Leases. GRANTOR warrants that there are no oral or written leases on all or any portion of the Fee and TCE exceeding a period of one month. GRANTOR agrees to hold CITY harmless and reimburse CITY for any of its losses and expenses occasioned by reason of any lease of the Fee and TCE held by a tenant for a period exceeding one month.

12. Release of All Claims. This is intended as a full and complete release of all or any claims that either party has against the other and is in full settlement of any and all such claims and intends to and does hereby release all of said persons, firms, associations and corporations of and from any and all liability of any nature whatsoever for all claims or causes of action including those for all consequences, effects and results of any loss, injury or damage, whether the same are now known or unknown to the undersigned, expected or unexpected by the undersigned, or have already appeared or developed or may now be latent or may in the future appear or develop. The

parties acknowledge that they each have been informed of and are familiar with the provisions of California Civil Code Section 1542 which provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with any debtor.”

Further, the parties mutually waive the provisions of California Civil Code Section 1542, and further waive any right they might have to voice said provisions now or in the future with respect to the releases set out in this Compromise and Release. The parties recognize and acknowledge that factors which have induced them to enter into this Compromise and Release may turn out to be incorrect or different to what they have previously anticipated, and the parties expressly assume the risks and further expressly assume the risk of this waiver of California Civil Code section 1542.

13. Remedies for Breach. In the event of a breach of this Agreement by GRANTOR, CITY is entitled to pursue any and all remedies available to it against GRANTOR, including, without limitation, claims for all damages attributable to GRANTOR's breach, and specific performance of this Agreement.

14. Miscellaneous.

A. Authority to sign; Approval of City. GRANTOR and the signatories represent and warrant that the signatories to this Agreement are authorized to enter into this Agreement to convey real property and that no other authorizations are required to implement this Agreement on behalf of GRANTOR.

GRANTOR understands that this Agreement is subject to the approval of CITY, and this Agreement shall have no effect unless and until the Council approves it.

B. Counterparts Signature. This Agreement may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one agreement.

C. Specific Performance. In the event of GRANTOR'S breach of this Agreement, CITY shall be entitled to pursue any and all remedies available to it, including, without limitation, claims for damages attributable to GRANTOR'S breach, and specific performance of this Agreement.

D. Entire Agreement. The parties have here set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for the Fee and TCE and shall relieve CITY of all further obligations or claims on this account or on account of the location, grade, construction or operation of the proposed Project.

E. Binding on Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the parties.

[Signatures on the following page]

The parties have executed this Agreement the last date written below.

CITY OF TRACY:

By: ✓ _____

Title: ✓ _____

Date: ✓ _____

GRANTOR/PROPERTY OWNER(S):

By: Daisy Hernandez
Daisy Hernandez Dadandan

Date: 9/17/18

Approved as to Form:

By: _____

Title: _____

Attachments:

- 1 Property Legal Description
- 2 Form of Grant Deed, including Exhibit A (Legal Description) B (Plat Map)
- 3 Form of Temporary Construction Easement, including Exhibit A (Aerial Map)

ATTACHMENT 1

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of San Joaquin, State of California, described as follows:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF CORRAL HOLLOW ROAD, SAID POINT BEING NORTH 0°02' EAST 25 FEET AND SOUTH 89°48' EAST 30 FEET FROM THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE NORTH 0°02' EAST ALONG THE EAST LINE OF SAID ROAD, 204.60 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT CERTAIN STRIP OF LAND CONVEYED TO THE WEST SIDE IRRIGATION DISTRICT BY DEED RECORDED JULY 30, 1920 IN BOOK "A" OF DEEDS, VOL. 425, PAGE 355, SAN JOAQUIN COUNTY RECORDS; THENCE NORTH 80°33' EAST ALONG THE SOUTH LINE OF SAID CANAL 122.01 FEET; THENCE SOUTH 6°21'30" EAST 227 FEET, MORE OR LESS, TO THE NORTH LINE OF VALPICO ROAD; THENCE SOUTH 89°48' WEST ALONG THE SAID NORTH LINE OF VALPICO ROAD, 145 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

NOTE: THIS LAND AND OTHER LAND IS SHOWN ON MAP FILED MARCH 11, 1965 IN BOOK 13, PAGE 230, RECORDS OF SURVEYS, SAN JOAQUIN COUNTY RECORDS.

APN: 242-050-01

RECORDING REQUESTED BY:

Old Republic Title Company
150 West 10th Street
Tracy, CA 95376

WHEN RECORDED MAIL TO:

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

APN: 242-050-01 (portion)

Space Above This Line for Recorder's Use

This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and §6103, and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922

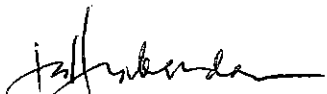
GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

DAISY HERNANDEZ DABANDAN, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY

hereby grant(s) to the **CITY OF TRACY, A MUNICIPAL CORPORATION** the real property more particularly described in Exhibit "A" attached hereto and made a part hereof.

SIGNED:

By: 
Daisy H. Dabandan

Date: 9/17/18

**EXHIBIT A
LEGAL DESCRIPTION
PUBLIC RIGHT OF WAY ACQUISITION
CORRAL HOLLOW ROAD
DAISY HERNANDEZ DABANDAN
APN 242-050-01
TRACY, CALIFORNIA**

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

Being a portion of Parcel 1, as said parcel is described in the deed to the Daisy Hernandez Dabandan, recorded in Document No. 2018-071712, Official Records of San Joaquin County and more particularly described as follows:

Beginning at the southwesterly corner of said parcel; thence along the northerly line of last said parcel, last said line also being the easterly line of Corral Hollow Road, as said road is shown on the Record of Survey Map filed in Book 13 of Surveys at Page 230, San Joaquin County Records, North 00°12'04" East 204.56 feet to the northerly line of said parcel; thence along last said line North 80°43'43" East 14.68 feet; thence across said parcel South 01°38'20" West 153.17 feet and South 44°00'33" East 59.53 feet to the southerly line of said parcel, last said line also being the northerly line of Valpico Road, as last said road is shown on said map (13 S 230); thence along last said line North 89°37'02" West 53.08 feet to the **Point of Beginning**.

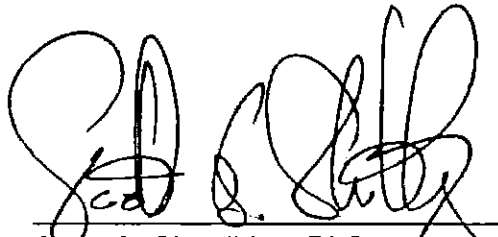
Containing 3,403 square feet (ground level area) of land, more or less.

The distances written herein are Grid Distances. Multiply distances by 1.0000612 to obtain Ground Level Distances.

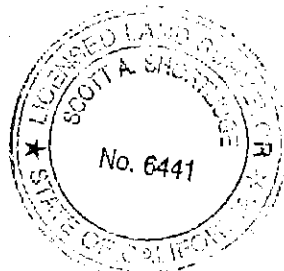
See Exhibit B - Plat to Accompany Legal Description which is attached hereto and made a part hereof:

END OF DESCRIPTION




This description and its accompanying plat were prepared by or under the direction of:

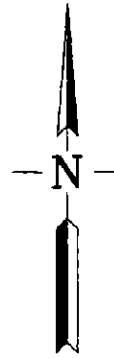


Scott A. Shortlidge, PLS 6441

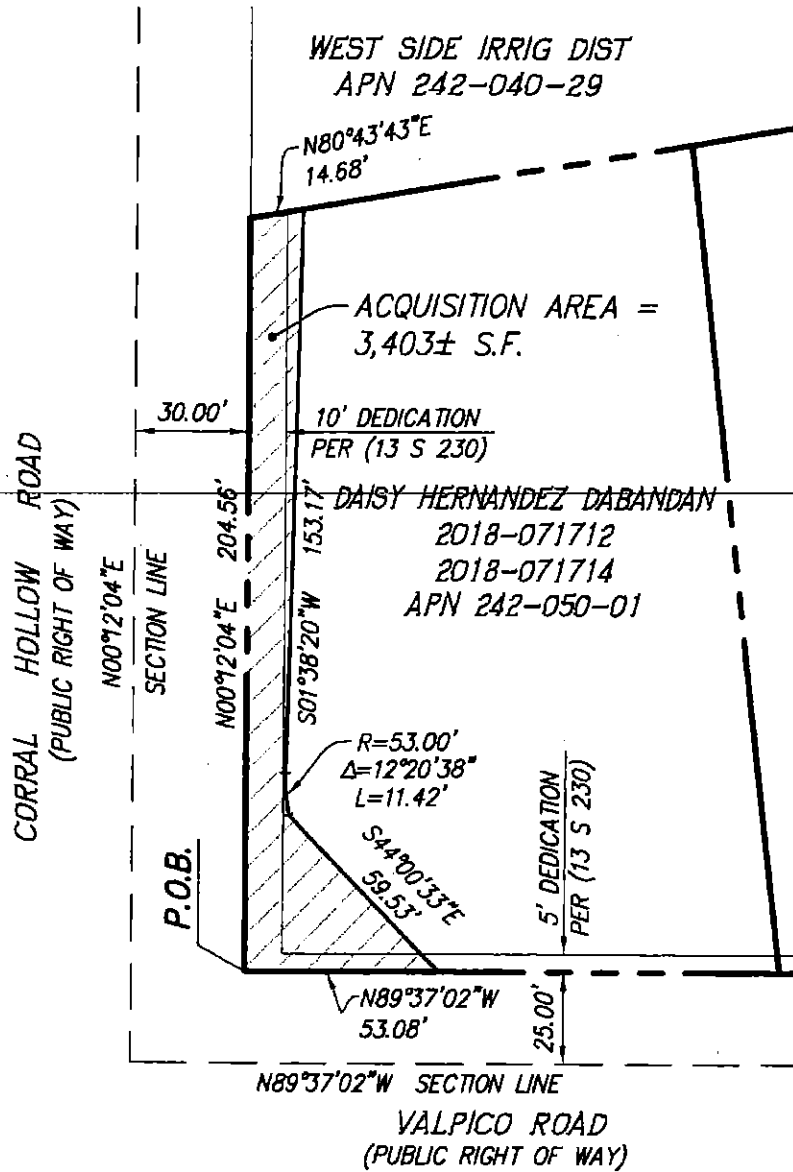


LEGEND

-  PROPERTY LINE
-  ACQUISITION LINE
- P.O.B. POINT OF BEGINNING
- S.F. SQUARE FEET
-  ACQUISITION AREA



1 inch = 50 ft.



GRID FACTOR NOTE:

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

AREA NOTE:

ACQUISITION AREA SHOWN IS BASED ON GROUND LEVEL DISTANCES.



[Handwritten Signature]
SCOTT A. SHORTLIDGE, P.L.S. 6441

G:\JOB2012\121083-IP\MAPPING\PLATS\CHR-RW\CHR TO SECTION LINE\E07-APN 24205001-DABANDAN.DWG 9/6/2018 7:23:36 AM JOHN KNEZOVICH

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
RIGHT OF WAY ACQUISITION
CORRAL HOLLOW ROAD

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA



RUGGERI-JENSEN-AZAR

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

SCALE:
1" = 50'

DATE:
9/6/2018

JOB NO.:
121083IP

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

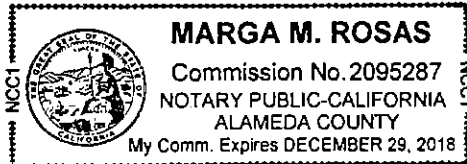
STATE OF CALIFORNIA
COUNTY OF San Joaquin

On this 17th day of September, 2018, before me, Marga M Rosas, a Notary Public in and for the State of California, personally appeared Daisy H. Dabandan proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is 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 the day and year first above written.

Marga M Rosas
NOTARY PUBLIC



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

APN: 242-050-01 (portion)

Space Above This Line for Recorder's Use

This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and §6103

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

Grant. For good and valuable consideration pursuant to the Temporary Construction Easement Agreement executed by the parties on 9/17, 2018, ("Agreement"), the undersigned, **DAISY HERNANDEZ DABANDAN A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY** ("GRANTOR"), hereby grants to **CITY OF TRACY, A MUNICIPAL CORPORATION** ("CITY"), and its successors and assigns, a Temporary Construction Easement, over, across, under and through the real property situated in the County of San Joaquin, State of California, shown on Exhibit A, attached ("TCE Area") for construction and related purposes for the CITY's Corral Hollow Road Widening Project (the "Project").

Rights. CITY's rights under this easement include, without limitation, the right of CITY to enter upon the TCE Area with personnel, vehicles and equipment for construction of the Project, and all other related activities, to remove all improvements, trees and vegetation that interfere with the Project, to conform the TCE Area to the Project, and do any and all other actions necessary and appropriate to the construction of the Project. As used here, "CITY" includes its officers, agents, contractors, and employees, and other governmental agencies responsible for review or construction of any portion of the Project and their officers, agents, contractors, and employees. If access to the TCE Area is across GRANTOR's Property, GRANTOR shall maintain the rights of ingress and egress at all times during the construction period.

Site improvements. Under the Agreement, GRANTOR has been compensated for the cost of certain site improvements within the TCE AREA.

Term; Extension. This Temporary Construction Easement is for a period of 24-months, to begin upon 30 days written notice from CITY to GRANTOR. City shall also provide at least 48 hours written notice before its first entry on the Temporary Construction Easement. If CITY occupies the TCE Area beyond the 24-month period, CITY shall pay GRANTOR additional compensation under the provisions of the AGREEMENT. This Temporary Construction Easement shall not extend beyond the 24-month period (plus any extension) or completion of construction, whichever occurs first.

Restoration. At no additional cost to CITY, CITY has the right to enter upon GRANTOR's Property, where necessary, to reconstruct or perform any warranty or related work during or after the expiration of the TCE and any extension and/or the completion of the Project. The work may include related driveways, walkways, lawn, landscaped and hardscaped areas, irrigation systems, sidewalks or any area where reconstruction or warranty work on GRANTOR's Property is necessary, and where GRANTOR was not already compensated for cost to cure damages under the Agreement.

Conformance with laws. All work performed by CITY in the TCE Area shall conform to applicable building, fire, and sanitary laws, ordinances and regulations relating to the work and shall be done in a good and workerlike manner.

The rights and obligations in this *Grant of Temporary Construction Easement* will: (a) run with the TCE Area and burden, inure to and be for the benefit of and be binding on the TCE Area, GRANTOR and its successors and assigns; and (b) be binding on CITY and its successors and assigns.

IN WITNESS WHEREOF, this Grant of Temporary Construction Easement is signed and executed on
9/17, 2018.

**DAISY HERNANDEZ DABANDAN A MARRIED WOMAN,
AS HER SOLE AND SEPARATE PROPERTY**

SIGNED:

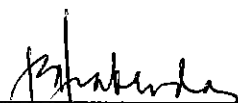
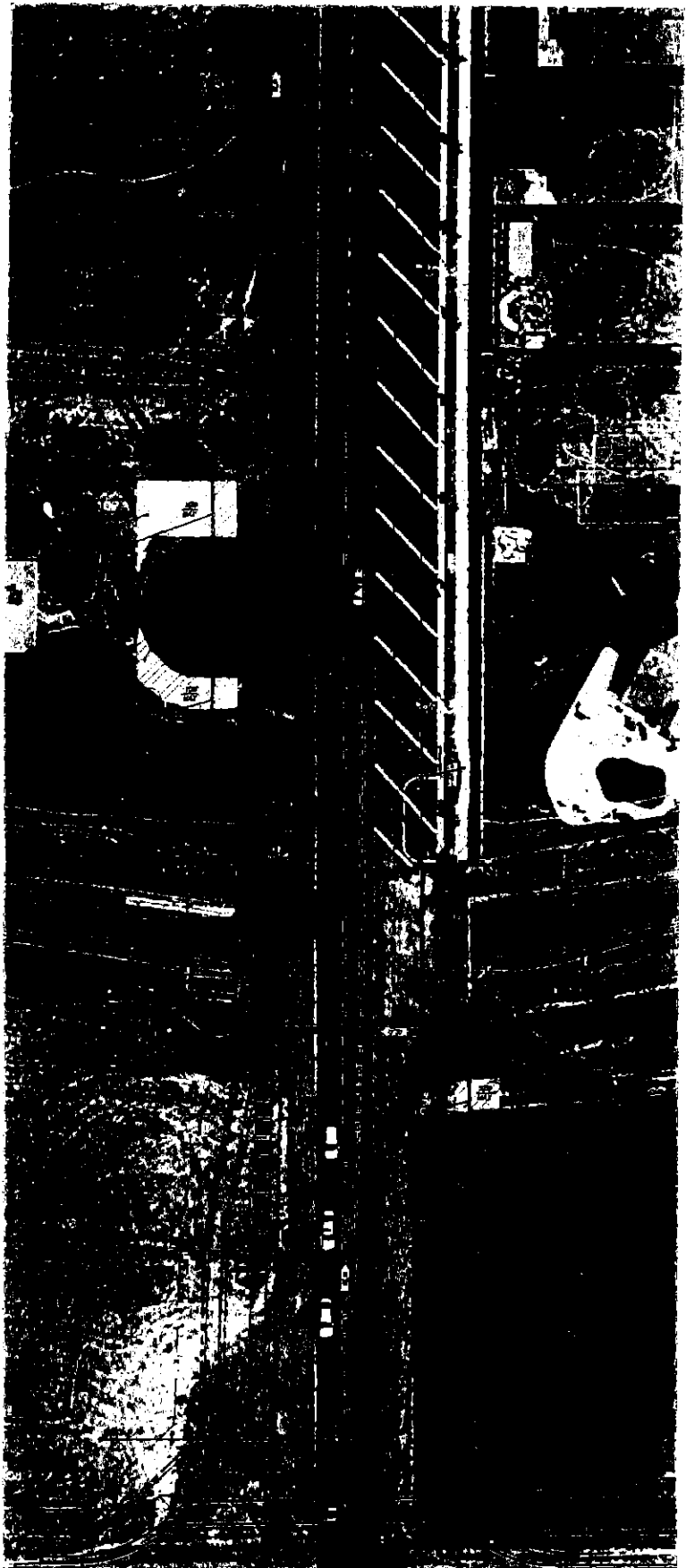
By: 
Daisy H. Dabandan

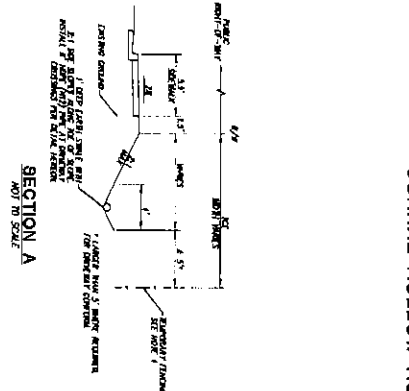
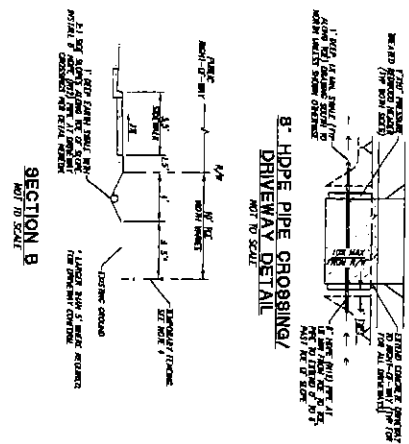
Exhibit A: Aerial Map

SEE SHEET C-7.06

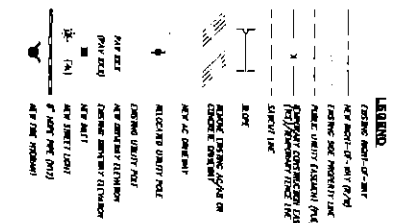


SEE SHEET C-7.08

CORRAL HOLLOW ROAD



- CONSTRUCTION NOTES:**
1. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.



CAUTION: EXISTING HIGH VOLTAGE ELECTRICAL LINES EXIST PARALLEL TO AND CROSSING THE PROJECT WORK AREA. CONTRACTORS TO USE EXTREME CAUTION.

DATE: 10/11/2011
 TIME: 10:00 AM
 DRAWN BY: [Signature]

**CITY OF TRACY
AGREEMENT FOR PURCHASE OF FEE AND TEMPORARY CONSTRUCTION
EASEMENT**

This Agreement is based on the following facts:

- A. Owner owns Property located in the City of Tracy;
- B. City wishes to construct a Project on the Owner's Property and will require a portion of fee and a temporary construction easement over the property.

Now, therefore, the Parties agree:

1. Definitions. In this Agreement:

City means the CITY of Tracy, a municipal corporation, and its officers, employees, agents and contractors.

Project means the CITY'S Corral Hollow Road Widening.

Grantor, or Property Owner, means **ABEL M. ROBERTSON, AN UNMARRIED MAN AND JOANNE COLGROVE, AN UNMARRIED WOMAN, AS JOINT TENANTS.**

Property means the parcel(s) owned by GRANTOR on which the fee and temporary construction easement are located, identified in Attachment 1 (Legal Description).

Fee means fee simple of the Property, as described in Attachment 2, Exhibit A and B.

TCE or the TCE Area means the Temporary Construction Easement, described in Attachment 3 including its Exhibit A.

Escrow or Escrow Account means the escrow account established by the CITY at First American Title Company, 4637 Chabot Drive, Suite 105, Pleasanton, CA 94588, Order No.: 0110-5411083.

2. Grant Deed and Grant of TCE. In consideration of the terms in this Agreement, GRANTOR shall deposit in Escrow a *Grant Deed and Grant of TCE* suitable for recordation and conveying from GRANTOR to CITY Fee (Grant Deed) and temporary construction easement (Grant of TCE). The Fee must be free and clear of all liens, leases, encumbrances, recorded or unrecorded, assessments and taxes, except for any exceptions to title identified in the title report which are acceptable to CITY. (It is GRANTOR'S responsibility to clear any title exceptions not acceptable to CITY.) The form of the Grant Deed and Grant of TCE shall be substantially as set forth in Attachment 2, with Exhibits A (Legal Description) and B (Plat Map) and Attachment 3 including its Exhibit A.

3. Purchase.

A. Consideration. CITY shall pay the sum of Seventy Eight Thousand Five Hundred and no/100 Dollars (\$78,500.00) to the Escrow Account as consideration for the Fee and TCE.

B. Deductions. CITY may deduct and pay from the consideration any amount necessary to satisfy any liens, bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest, and/or delinquent and unpaid non-delinquent assessments, which may have become a lien at the close of escrow.

C. Current taxes. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Revenue and Taxation Code Section 5086 if unpaid at the close of escrow.

D. Escrow and title charges. CITY agrees to pay all escrow, recording and title insurance charges, if any, incurred in this transaction.

E. Clear title. Close of escrow for this transaction is contingent upon the title company receiving deeds of reconveyance from any deed of trust or mortgage holder trustees and beneficiaries.

F. Improvements. The consideration in Section 3.A. includes payment for the following improvements: Landscaping, 152 feet of metal rail fencing, gravel, 4 stone columns with lamps, and a mailbox.

G. Cost to Cure Damages. The consideration in Section 3.A. includes payment in full for GRANTOR to perform the following work: replace landscaping, replace 152 feet metal and rail fencing, 2 stone columns with lamps and a mailbox.

4. Temporary Construction Easement

A. Grant of TCE. GRANTOR shall deposit in the Escrow Account a *Grant of Temporary Construction Easement*, suitable for recordation and conveying from GRANTOR to CITY, in substantially the form set forth in Attachment 3 including its Exhibit A.

B. Permit. The TCE permits CITY to enter upon GRANTOR'S Property on a temporary basis, not longer than a 24-month period. The TCE period begins with the CITY's first entry on the TCE area. CITY will give the GRANTOR: (1) at least 30 days prior written notice before it is about to begin construction; and (2) at least 48 hours advanced written notice before the first entry on the TCE.

If access to the TCE is from private property, GRANTOR shall maintain the rights of ingress to and egress from the TCE at all times during the construction period.

C. Permit Extension. In case of unpredictable delays in construction, upon written notification, the terms of the Temporary Easement may be extended by an amendment to the Agreement. GRANTOR shall be compensated based on the fair market value at the time of the extension. Payment shall be made to the GRANTOR for the extension prior to the expiration of the original period.

D. Restoration. The CITY agrees to promptly restore any damage to the TCE area (including the parcels upon which the TCE is situated, and any improvements located there (not already accounted for in Section 3.G. herein), caused by CITY'S entry or work performed in connection with the Project.

E. Grantor's Conveyance. If the GRANTOR sells, conveys or assigns any property interest, encumbered by this Agreement. GRANTOR shall notify the successor or assignor of the rights and obligations under this Agreement. CITY has no obligation to compensate a successor or assignee for the rights and interests granted to CITY under this Agreement.

5. Permission to Enter GRANTOR'S Land for Construction Purposes. Permission is hereby granted to CITY or its authorized agent to enter GRANTOR'S land, where necessary, to install a new driveway approach which will be impacted by the CITY'S acquisition. Portions of

All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the CITY or its authorized agent, shall be left in as good condition as found.

6. CITY's Indemnification. CITY shall indemnify, defend, and hold harmless GRANTOR from and against all claims, causes of action, damages, liabilities, cost and expenses (including reasonable attorney fees and costs), arising from or related to CITY'S use of the TCE area and exercise of CITY'S rights under this Agreement, except as to action, damages, liabilities or costs due to GRANTOR's negligence or willful misconduct.

7. Right of Possession and Use. CITY'S right of possession and use of the Fee and TCE, including the right to remove and dispose of improvements, and install and connect utilities, shall commence on the date the amount of funds as specified in Clause 2(A) herein are deposited into the escrow controlling this transaction. The consideration shown in Section 3.A includes, but is not limited to, full payment for the possession and use from that date, including interest and damages if any.

8. Notice to successors. If GRANTOR sells, conveys or assigns any property interest encumbered by this Agreement before the CITY exercises its rights, GRANTOR shall notify the successor or assignor of the rights and obligations under this Agreement.

9. Escrow Instructions. GRANTOR authorizes CITY to prepare and file escrow instructions in accordance with this Agreement on behalf of both parties.

10. Hazardous Wastes. The acquisition price of the Fee and TCE being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the CITY may elect to recover its clean-up costs from those who caused or contributed to the contamination. GRANTOR shall further indemnify, defend, save and hold harmless the CITY from any and all claims, costs and liability, including reasonable attorney's fees, for any damage, injury or death to persons or property arising directly or indirectly from or connected with the existence of toxic or hazardous material on the property, save and except claims, costs or litigation arising through the sole willful misconduct of the CITY.

11. No Leases. GRANTOR warrants that there are no oral or written leases on all or any portion of the Fee and TCE exceeding a period of one month. GRANTOR agrees to hold CITY harmless and reimburse CITY for any of its losses and expenses occasioned by reason of any lease of the Fee and TCE held by a tenant for a period exceeding one month.

12. Release of All Claims. This is intended as a full and complete release of all or any claims that either party has against the other and is in full settlement of any and all such claims and intends to and does hereby release all of said persons, firms, associations and corporations of and from any and all liability of any nature whatsoever for all claims or causes of action including those for all consequences, effects and results of any loss, injury or damage, whether the same are now known or unknown to the undersigned, expected or unexpected by the undersigned, or have already appeared or developed or may now be latent or may in the future appear or develop. The parties acknowledge that they each have been informed of and are familiar with the provisions of California Civil Code Section 1542 which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with any debtor."

Further, the parties mutually waive the provisions of California Civil Code Section 1542, and further waive any right they might have to voice said provisions now or in the future with respect to the releases set out in this Compromise and Release. The parties recognize and acknowledge that factors which have induced them to enter into this Compromise and Release may turn out to be incorrect or different to what they have previously anticipated, and the parties expressly assume the risks and further expressly assume the risk of this waiver of California Civil Code section 1542.

13. Remedies for Breach. In the event of a breach of this Agreement by GRANTOR, CITY is entitled to pursue any and all remedies available to it against GRANTOR, including, without limitation, claims for all damages attributable to GRANTOR's breach, and specific performance of this Agreement.

14. Miscellaneous.

A. Authority to sign; Approval of City. GRANTOR and the signatories represent and warrant that the signatories to this Agreement are authorized to enter into this Agreement to convey real property and that no other authorizations are required to implement this Agreement on behalf of GRANTOR.

GRANTOR understands that this Agreement is subject to the approval of CITY, and this Agreement shall have no effect unless and until the Council approves it.

B. Counterparts Signature. This Agreement may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one agreement.

C. Specific Performance. In the event of GRANTOR'S breach of this Agreement, CITY shall be entitled to pursue any and all remedies available to it, including, without limitation, claims for damages attributable to GRANTOR'S breach, and specific performance of this Agreement.

D. Entire Agreement. The parties have here set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for the Fee and TCE and shall relieve CITY of all further obligations or claims on this account or on account of the location, grade, construction or operation of the proposed Project.

E. Binding on Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the parties.

[Signatures on the following page]

The parties have executed this Agreement the last date written below.

CITY OF TRACY:

By: _____

Title: _____

Date: _____

Approved as to Form:

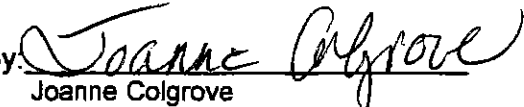
By: _____

Title: _____

GRANTOR/PROPERTY OWNER(S):

By: 
Abel M. Robertson

Date: 5/6/2019

By: 
Joanne Colgrove

Date: 5/6/2019

Attachments:

- 1 Property Legal Description
- 2 Form of Grant Deed, including Exhibit A (Legal Description) B (Plat Map)
- 3 Form of Temporary Construction Easement, including Exhibit A (Aerial Map)

ATTACHMENT 1

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of San Joaquin, State of California, described as follows:

A PORTION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THAT CERTAIN 3.00 ACRE PARCEL DESCRIBED IN GRANT DEED TO ROBERT GABRIEL MOITOSO AND PATRICIA ELIZABETH MOITOSO, TRUSTEES OF THE MOITOSO LIVING TRUST DATED MAY 26, 1998, RECORDED JANUARY 2, 2002 RECORDER'S INSTRUMENT NO. 2002-000114, SAN JOAQUIN COUNTY RECORDS, SAID POINT ALSO BEING ON THE WEST RIGHT OF WAY LINE OF CORRAL HOLLOW ROAD (A 60 FOOT WIDE ROAD); THENCE ALONG SAID WEST RIGHT OF WAY LINE, NORTH 00° 22' 30" WEST, A DISTANCE OF 311.10 FEET; THENCE PARALLEL WITH THE NORTH LINE OF SAID MOITOSO PARCEL, SOUTH 89° 37' 30" WEST, A DISTANCE OF 280.04 FEET TO THE NORTHERLY PROLONGATION OF THE WEST LINE OF SAID MOITOSO PARCEL; THENCE ALONG SAID NORTHERLY PROLONGATION, SOUTH 00° 22' 30" EAST, A DISTANCE OF 311.10 FEET TO THE NORTHWEST CORNER OF SAID MOITOSO PARCEL; THENCE ALONG SAID NORTH LINE OF MOITOSO PARCEL, NORTH 89° 37' 30" EAST, A DISTANCE OF 280.04 FEET TO THE POINT OF BEGINNING.

APN: 240-090-15

RECORDING REQUESTED BY:

First American Title Company
4637 Chabot Drive, Suite 105
Pleasanton, CA 94588

WHEN RECORDED MAIL TO:

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

APN: 240-090-15 (portion)

Space Above This Line for Recorder's Use

This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and §6103, and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922

GRANT DEED

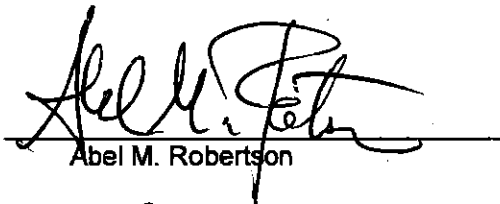
FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

ABEL M. ROBERTSON, AN UNMARRIED MAN AND JOANNE COLGROVE, AN UNMARRIED WOMAN, AS JOINT TENANTS

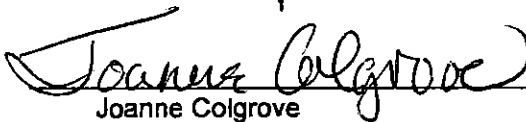
hereby grant(s) to the **CITY OF TRACY, A MUNICIPAL CORPORATION** the real property more particularly described in Exhibit "A" attached hereto and made a part hereof.

SIGNED:

By:


Abel M. Robertson

By:


Joanne Colgrove

Date:

5/3/2019

**EXHIBIT A
LEGAL DESCRIPTION
PUBLIC RIGHT OF WAY ACQUISITION
CORRAL HOLLOW ROAD
ROBERTSON AND COLGROVE (2012-112124)
APN 240-090-15
TRACY, CALIFORNIA**

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

Being a portion of parcel of land described in the deed to Robertson and Colgrove, recorded in Document No. 2012-112124, Official Records of San Joaquin County and more particularly described as follows:

Beginning at the northeasterly corner of said parcel; thence along the easterly line of said parcel, last said line also being the westerly line of Corral Hollow Road, South $00^{\circ}12'04''$ West 311.08 feet to the southerly line of said parcel; thence along last said line North $89^{\circ}47'54''$ West 14.00 feet; thence across said parcel North $00^{\circ}12'04''$ East 171.04 feet and North $00^{\circ}00'10''$ West 140.04 feet to the northerly line of said parcel; thence along last said line South $89^{\circ}47'54''$ East 14.50 feet to the **Point of Beginning**.

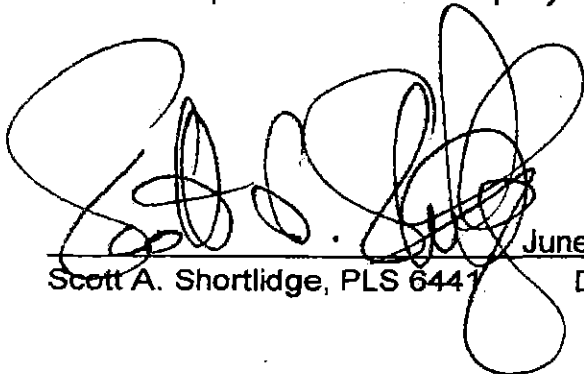
Containing 4,391 square feet (ground level area) of land, more or less.

The distances written herein are Grid Distances. Multiply distances by 1.0000612 to obtain Ground Level Distances.

See Exhibit B - Plat to Accompany Legal Description which is attached hereto and made a part hereof:

END OF DESCRIPTION

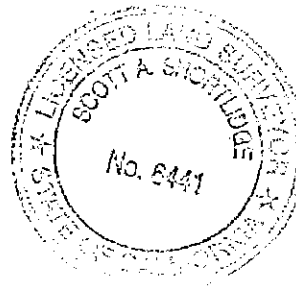
This description and its accompanying plat were prepared by or under the direction of:





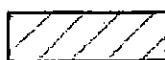
Scott A. Shortlidge, PLS 6441

June 4, 2018

Date



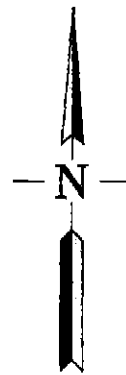
LEGEND

-  PROPERTY LINE
-  ACQUISITION LINE
- P.O.B. POINT OF BEGINNING
- S.F. SQUARE FEET
-  ACQUISITION AREA

MIRI PIRI INC.
APN 240-090-14

S89°47'54"E
14.50'

P.O.B.



1 inch = 50 ft.

ACQUISITION AREA =
4,391± S.F.

ROBERTSON & COLGROVE
(2012-112124)
APN 240-090-15

N00°00'10"W 140.04'

500°12'04"W 311.08'

SECTION LINE
500°12'04"W

CORRAL HOLLOW ROAD
(PUBLIC RIGHT OF WAY)

N00°12'04"E 171.04'

30.00'

GRID FACTOR NOTE:

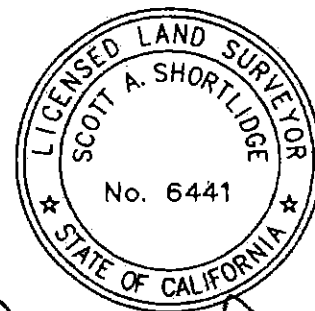
THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

AREA NOTE:

ACQUISITION AREA SHOWN IS BASED ON GROUND LEVEL DISTANCES.

N89°47'54"W
14.00'

CECCHI
APN 240-090-11



[Handwritten Signature]
SCOTT A. SHORTLIDGE, P.L.S. 6441
JUNE 4, 2018

G:\JOB2012\121083-IP\MAPPING\PLATS\CHR-RW\CHR TO SECTION LINE\116-APN 24009015-ROBERTSON & COLGROVE.DWG 6/5/2018 6:42:25 AM JOHN KNEZOVICH

EXHIBIT B
PLAT TO ACCOMPANY LEGAL DESCRIPTION
RIGHT OF WAY ACQUISITION
CORRAL HOLLOW ROAD
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

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

SCALE:
1" = 50'

DATE:
6/4/2018

JOB NO.:
121083IP

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF San Joaquin

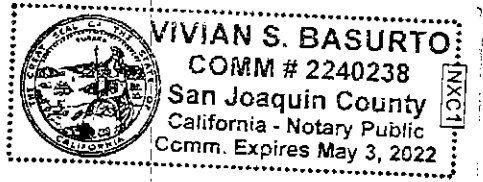
On this 3 day of May, 2022 before me, Vivian S Basurto, a Notary Public in and for the State of California, personally appeared Abel M Robertson Joanne Colquhoun proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged 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 the day and year first above written.

V S Basurto

NOTARY PUBLIC



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

APN: 240-090-15 (portion)

Space Above This Line for Recorder's Use

This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and §6103

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

Grant. For good and valuable consideration pursuant to the Temporary Construction Easement Agreement executed by the parties on May 5th, 2019, ("Agreement"), the undersigned, **ABEL M. ROBERTSON, AN UNMARRIED MAN AND JOANNE COLGROVE, AN UNMARRIED WOMAN, AS JOINT TENANTS ("GRANTOR")**, hereby grants to **CITY OF TRACY, A MUNICIPAL CORPORATION ("CITY")**, and its successors and assigns, a Temporary Construction Easement, over, across, under and through the real property situated in the County of San Joaquin, State of California, shown on Exhibit A, attached ("TCE Area") for construction and related purposes for the CITY's Corral Hollow Road Widening Project (the "Project").

Rights. CITY's rights under this easement include, without limitation, the right of CITY to enter upon the TCE Area with personnel, vehicles and equipment for construction of the Project, and all other related activities, to remove all improvements, trees and vegetation that interfere with the Project, to conform the TCE Area to the Project, and do any and all other actions necessary and appropriate to the construction of the Project. As used here, "CITY" includes its officers, agents, contractors, and employees, and other governmental agencies responsible for review or construction of any portion of the Project and their officers, agents, contractors, and employees. If access to the TCE Area is across GRANTOR's Property, GRANTOR shall maintain the rights of ingress and egress at all times during the construction period.

Site improvements. Under the Agreement, GRANTOR has been compensated for the cost of certain site improvements within the TCE AREA.

Term; Extension. This Temporary Construction Easement is for a period of 24-months, to begin upon 30 days written notice from CITY to GRANTOR. City shall also provide at least 48 hours written notice before its first entry on the Temporary Construction Easement. If CITY occupies the TCE Area beyond the 24-month period, CITY shall pay GRANTOR additional compensation under the provisions of the AGREEMENT. This Temporary Construction Easement shall not extend beyond the 24-month period (plus any extension) or completion of construction, whichever occurs first.

Restoration. At no additional cost to CITY, CITY has the right to enter upon GRANTOR's Property, where necessary, to reconstruct or perform any warranty or related work during or after the expiration of the TCE and any extension and/or the completion of the Project. The work may include related driveways, walkways, lawn, landscaped and hardscaped areas, irrigation systems, sidewalks or any area where reconstruction or warranty work on GRANTOR's Property is necessary and where GRANTOR was not already compensated for cost to cure damages under the Agreement.

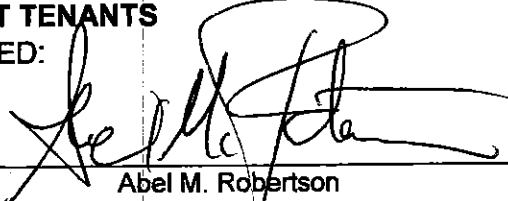
Conformance with laws. All work performed by CITY in the TCE Area shall conform to applicable building, fire, and sanitary laws, ordinances and regulations relating to the work and shall be done in a good and workerlike manner.

The rights and obligations in this *Grant of Temporary Construction Easement* will: (a) run with the TCE Area and burden, inure to and be for the benefit of and be binding on the TCE Area, GRANTOR and its successors and assigns; and (b) be binding on CITY and its successors and assigns.

IN WITNESS WHEREOF, this Grant of Temporary Construction Easement is signed and executed on May 6th, 2019.

**ABEL M. ROBERTSON, AN UNMARRIED MAN AND
JOANNE COLGROVE, AN UNMARRIED WOMAN, AS
JOINT TENANTS**

SIGNED:

By: 
Abel M. Robertson

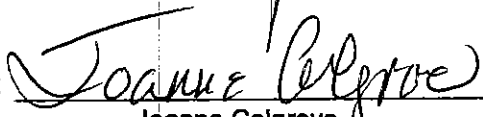
By: 
Joanne Colgrove

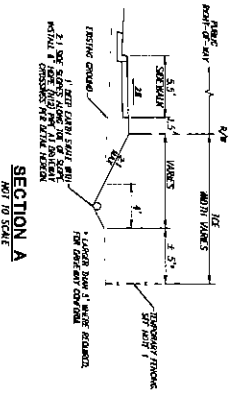
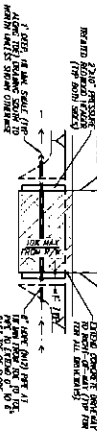
Exhibit A: Aerial Map

SEE SHEET C-7.05

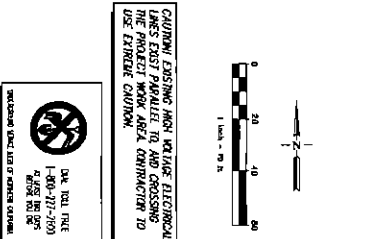
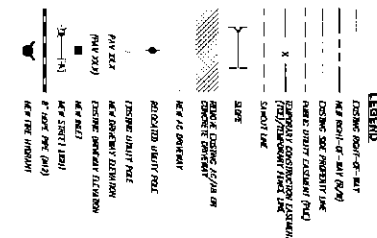


SEE SHEET C-7.07

CORRAL HOLLOW ROAD



- GENERAL NOTES:**
- CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TRACY STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION AND UTILITIES AND THE CALIFORNIA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
 - CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TRACY STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION AND UTILITIES AND THE CALIFORNIA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
 - CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TRACY STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION AND UTILITIES AND THE CALIFORNIA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
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 - CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF TRACY STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION AND UTILITIES AND THE CALIFORNIA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
- CONSTRUCTION NOTES:**
- REMOVE EXISTING DRIVEWAY AND RECONSTRUCT WITH NEW DRIVEWAY.
 - REMOVE EXISTING DRIVEWAY AND RECONSTRUCT WITH NEW DRIVEWAY.
 - REMOVE EXISTING DRIVEWAY AND RECONSTRUCT WITH NEW DRIVEWAY.
 - REMOVE EXISTING DRIVEWAY AND RECONSTRUCT WITH NEW DRIVEWAY.
 - REMOVE EXISTING DRIVEWAY AND RECONSTRUCT WITH NEW DRIVEWAY.



DATE: 10/11/2022
 1-800-777-7090
 4150 N. 1ST ST.
 SACRAMENTO, CA 95832

<p>C-7.06</p> <p>SHEET</p> <p>OF 11 SHEETS</p>	<p>LOT FINE GRADING AND CONFORM PLANS</p> <p>IMPROVEMENT PLANS</p> <p>CORRAL HOLLOW ROAD</p> <p>WIDENING CIP-73144</p> <p>CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA</p>	<p>DESIGNED BY:</p> <p>NO.</p> <p>DATE:</p> <p>SCALE:</p> <p>AS SHOWN</p>	<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION	BY																	<p>RJA</p> <p>RUGGERI-JENSEN-AZAR</p> <p>ENGINEERS - PLANNERS - ARCHITECTS</p> <p>1000 MARKET STREET, SUITE 200, SACRAMENTO, CA 95811</p> <p>PHONE: (916) 442-2222 FAX: (916) 442-2222</p>	<p>REGISTERED PROFESSIONAL ENGINEER</p> <p>NO. 48914</p> <p>Exp. 6-30-19</p> <p>CIVIL</p> <p>STATE OF CALIFORNIA</p>	<p>CITY OF TRACY</p> <p>APPROVED FOR CONSTRUCTION SUBJECT TO THE DATA SHOWN. CITY OF TRACY AND THE UNDERSIGNED ARE NOT RESPONSIBLE FOR ERRORS AND/OR OMISSIONS THAT MAY BE PRESENT ON THESE PLANS.</p> <p>_____ CITY ENGINEER DATE</p>
		NO.	DATE	DESCRIPTION	BY																					
<p>DATE: 10/11/2022</p> <p>1-800-777-7090</p> <p>4150 N. 1ST ST.</p> <p>SACRAMENTO, CA 95832</p>																										

**CITY OF TRACY
AGREEMENT FOR PURCHASE OF FEE AND TEMPORARY CONSTRUCTION
EASEMENT**

This Agreement is based on the following facts:

- A. Owner owns Property located in the City of Tracy;
- B. City wishes to construct a Project on the Owner's Property and will require a portion of fee and a temporary construction easement over the property.

Now, therefore, the Parties agree:

1. Definitions. In this Agreement:

City means the CITY of Tracy, a municipal corporation, and its officers, employees, agents and contractors.

Project means the CITY'S Corral Hollow Road Widening.

Grantor, or Property Owner, means **EMANUEL J. VARGAS AND LISA M. VARGAS, HUSBAND AND WIFE AS JOINT TENANTS.**

Property means the parcel(s) owned by GRANTOR on which the fee and temporary construction easement are located, identified in Attachment 1 (Legal Description).

Fee means fee simple of the Property, as described in Attachment 2, Exhibit A and B.

TCE or the TCE Area means the Temporary Construction Easement, described in Attachment 3 including its Exhibit A.

Escrow or Escrow Account means the escrow account established by the CITY at First American Title Company, 4637 Chabot Drive, Suite 105, Pleasanton, CA 94588, Order No.0110-5449046.

2. Grant Deed and Grant of TCE. In consideration of the terms in this Agreement, GRANTOR shall deposit in Escrow a *Grant Deed and Grant of TCE* suitable for recordation and conveying from GRANTOR to CITY Fee (Grant Deed) and temporary construction easement (Grant of TCE). The Fee must be free and clear of all liens, leases, encumbrances, recorded or unrecorded, assessments and taxes, except for any exceptions to title identified in the title report which are acceptable to CITY. (It is GRANTOR'S responsibility to clear any title exceptions not acceptable to CITY.) The form of the Grant Deed and Grant of TCE shall be substantially as set forth in Attachment 2, with Exhibits A (Legal Description) and B (Plat Map) and Attachment 3 including its Exhibit A.

3. Purchase.

A. Consideration. CITY shall pay the sum of Seventy Thousand and no/100 Dollars (\$70,000.00) to the Escrow Account as consideration for the Fee and TCE.

B. Deductions. CITY may deduct and pay from the consideration any amount necessary to satisfy any liens, bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest, and/or delinquent and unpaid non-delinquent assessments, which may have become a lien at the close of escrow.

C. Current taxes. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Revenue and Taxation Code Section 5086 if unpaid at the close of escrow.

D. Escrow and title charges. CITY agrees to pay all escrow, recording and title insurance charges, if any, incurred in this transaction.

E. Clear title. Close of escrow for this transaction is contingent upon the title company receiving deeds of reconveyance from any deed of trust or mortgage holder trustees and beneficiaries.

F. Improvements. The consideration in Section 3.A includes payment for the following improvements: portion of a gravel driveway, concrete curbing, wood fencing and irrigated landscaping.

G. Cost to Cure Damages: The consideration in Section 3.A includes payment in full for GRANTOR to perform the following work: replace a portion of gravel driveway, concrete curbing, wood fencing and irrigated landscaping.

4. Temporary Construction Easement

A. Grant of TCE. GRANTOR shall deposit in the Escrow Account a *Grant of Temporary Construction Easement*, suitable for recordation and conveying from GRANTOR to CITY, in substantially the form set forth in Attachment 3 including its Exhibit A.

B. Permit. The TCE permits CITY to enter upon GRANTOR'S Property on a temporary basis, not longer than a 24-month period. The TCE period begins with the CITY's first entry on the TCE area. CITY will give the GRANTOR: (1) at least 30 days prior written notice before it is about to begin construction; and (2) at least 48 hours advanced written notice before the first entry on the TCE.

If access to the TCE is from private property, GRANTOR shall maintain the rights of ingress to and egress from the TCE at all times during the construction period.

C. Permit Extension In case of unpredictable delays in construction, upon written notification, the terms of the Temporary Easement may be extended by an amendment to the Agreement. GRANTOR shall be compensated based on the fair market value at the time of the extension. Payment shall be made to the GRANTOR for the extension prior to the expiration of the original period.

D. Restoration. The CITY agrees to promptly restore any damage to the TCE area (including the parcels upon which the TCE is situated, and any improvements located there (not already accounted for in Section 3.G herein) caused by CITY'S entry or work performed in connection with the Project.

E. Grantor's Conveyance. If the GRANTOR sells, conveys or assigns any property interest, encumbered by this Agreement, GRANTOR shall notify the successor or assignor of the rights and obligations under this Agreement. CITY has no obligation to compensate a successor or assignee for the rights and interests granted to CITY under this Agreement.

5. **Permission to Enter GRANTOR'S Land for Construction Purposes.** Permission is hereby granted to CITY or its authorized agent to enter GRANTOR'S land, where necessary, to install a new driveway approach which will be impacted by the CITY'S acquisition. Portions of

the driveway will require repair. GRANTOR understands and agrees that after completion of the work described herein, said facilities will be considered GRANTOR'S sole property and GRANTOR will be responsible for its maintenance and repair.

All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the CITY or its authorized agent, shall be left in as good condition as found.

6. CITY's Indemnification. CITY shall indemnify, defend, and hold harmless GRANTOR from and against all claims, causes of action, damages, liabilities, cost and expenses (including reasonable attorney fees and costs), arising from or related to CITY'S use of the TCE area and exercise of CITY'S rights under this Agreement, except as to action, damages, liabilities or costs due to GRANTOR's negligence or willful misconduct.

7. Right of Possession and Use. CITY'S right of possession and use of the Fee and TCE, including the right to remove and dispose of improvements, and install and connect utilities, shall commence on the date the amount of funds as specified in Section 3.A herein are deposited into the escrow controlling this transaction. The consideration shown in Section 3.A includes, but is not limited to, full payment for the possession and use from that date, including interest and damages if any.

8. Notice to successors. If GRANTOR sells, conveys or assigns any property interest encumbered by this Agreement before the CITY exercises its rights, GRANTOR shall notify the successor or assignor of the rights and obligations under this Agreement.

9. Escrow Instructions. GRANTOR authorizes CITY to prepare and file escrow instructions in accordance with this Agreement on behalf of both parties.

10. Hazardous Wastes. The acquisition price of the Fee and TCE being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the CITY may elect to recover its clean-up costs from those who caused or contributed to the contamination. GRANTOR shall further indemnify, defend, save and hold harmless the CITY from any and all claims, costs and liability, including reasonable attorney's fees, for any damage, injury or death to persons or property arising directly or indirectly from or connected with the existence of toxic or hazardous material on the property, save and except claims, costs or litigation arising through the sole willful misconduct of the CITY.

11. No Leases. GRANTOR warrants that there are no oral or written leases on all or any portion of the Fee and TCE exceeding a period of one month. GRANTOR agrees to hold CITY harmless and reimburse CITY for any of its losses and expenses occasioned by reason of any lease of the Fee and TCE held by a tenant for a period exceeding one month.

12. Release of All Claims. This is intended as a full and complete release of all or any claims that either party has against the other and is in full settlement of any and all such claims and intends to and does hereby release all of said persons, firms, associations and corporations of and from any and all liability of any nature whatsoever for all claims or causes of action including those for all consequences, effects and results of any loss, injury or damage, whether the same are now known or unknown to the undersigned, expected or unexpected by the undersigned, or have already appeared or developed or may now be latent or may in the future appear or develop. The

parties acknowledge that they each have been informed of and are familiar with the provisions of California Civil Code Section 1542 which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with any debtor."

Further, the parties mutually waive the provisions of California Civil Code Section 1542, and further waive any right they might have to voice said provisions now or in the future with respect to the releases set out in this Compromise and Release. The parties recognize and acknowledge that factors which have induced them to enter into this Compromise and Release may turn out to be incorrect or different to what they have previously anticipated, and the parties expressly assume the risks and further expressly assume the risk of this waiver of California Civil Code section 1542.

13. Remedies for Breach. In the event of a breach of this Agreement by GRANTOR, CITY is entitled to pursue any and all remedies available to it against GRANTOR, including, without limitation, claims for all damages attributable to GRANTOR's breach, and specific performance of this Agreement.

14. Miscellaneous.

A. Authority to sign; Approval of City. GRANTOR and the signatories represent and warrant that the signatories to this Agreement are authorized to enter into this Agreement to convey real property and that no other authorizations are required to implement this Agreement on behalf of GRANTOR.

GRANTOR understands that this Agreement is subject to the approval of CITY, and this Agreement shall have no effect unless and until the Council approves it.

B. Counterparts Signature. This Agreement may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one agreement.

C. Specific Performance. In the event of GRANTOR'S breach of this Agreement, CITY shall be entitled to pursue any and all remedies available to it, including, without limitation, claims for damages attributable to GRANTOR'S breach, and specific performance of this Agreement.

D. Entire Agreement. The parties have here set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for the Fee and TCE and shall relieve CITY of all further obligations or claims on this account or on account of the location, grade, construction or operation of the proposed Project.

E. Binding on Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the parties.

[Signatures on the following page]

The parties have executed this Agreement the last date written below.

CITY OF TRACY:

By: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

Title: _____

GRANTOR/PROPERTY OWNER(S):

By: 
Emanuel J Vargas

Date: 4-12-19

By: 
Jill M. Vargas

Date: 4/12/19

Attachments:

- 1 Property Legal Description
- 2 Form of Grant Deed, including Exhibit A (Legal Description) B (Plat Map)
- 3 Form of Temporary Construction Easement, including Exhibit A (Aerial Map)

ATTACHMENT 1

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of San Joaquin, State of California, described as follows:

A PORTION OF LOTS SIXTEEN (16) AND SEVENTEEN (17) OF TRACT NO. 182 MOUNTAIN VIEW HOMESTEAD, ACCORDING TO THE OFFICIAL MAP THEREOF, FILED FOR RECORD IN VOL. 13 OF MAPS, PAGE 13, SAN JOAQUIN COUNTY RECORDS, DESCRIBED AS FOLLOWS:

PARCEL "A", AS SHOWN ON MAP OF SURVEY FILED FOR RECORD MAY 3, 1973 IN BOOK 24 OF SURVEYS, PAGE 26, SAN JOAQUIN COUNTY RECORDS.

APN: 242-030-380-000

RECORDING REQUESTED BY:
Old Republic Title Company
150 West 10th Street
Tracy, CA 95376

WHEN RECORDED MAIL TO:
City of Tracy
Attn: Adrienne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

APN: 242-030-38 (portion)

Space Above This Line for Recorder's Use

This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and §6103, and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922

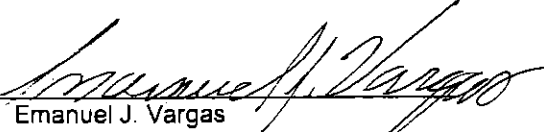
GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

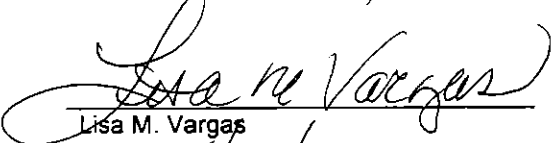
EMANUEL J. VARGAS AND LISA M. VARGAS, HUSBAND AND WIFE AS JOINT TENANTS

hereby grant(s) to the **CITY OF TRACY, A MUNICIPAL CORPORATION** the real property more particularly described in Exhibit "A" attached hereto and made a part hereof.

SIGNED:

By: 
Emanuel J. Vargas

Date: 4-12-19

By: 
Lisa M. Vargas

Date: 4/12/19

EXHIBIT A
LEGAL DESCRIPTION
PUBLIC RIGHT OF WAY ACQUISITION
CORRAL HOLLOW ROAD
ELV FAMILY TRUST (2018-019750)
APN 242-030-38
TRACY, CALIFORNIA

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

Being a portion of Parcel A, as said parcel is described in the deed to the ELV Family Trust, recorded in Document No.2018-019750, Official Records of San Joaquin County, said Parcel A being shown on the Record of Survey filed in Book 24 of Surveys, Page 26, San Joaquin County Records and more particularly described as follows:

Beginning at the northwesterly corner of said Parcel A; thence along the northerly line of last said parcel South 89°39'01" East 15.08 feet; thence across said Parcel A South 00°17'57" West 160.19 feet to the southerly line of said Parcel A; thence along last said line North 89°39'01" West 14.81 feet to the westerly line of said Parcel A, last said line also being the easterly line of Corral Hollow Road, as said road is shown on said map; thence along last said line North 00°12'09" East 160.19 feet to the **Point of Beginning**.

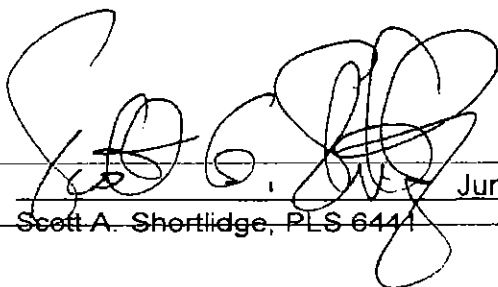
Containing 2,394 square feet (ground level area) of land, more or less.

The distances written herein are Grid Distances. Multiply distances by 1.0000612 to obtain Ground Level Distances.

See Exhibit B - Plat to Accompany Legal Description which is attached hereto and made a part hereof:

END OF DESCRIPTION

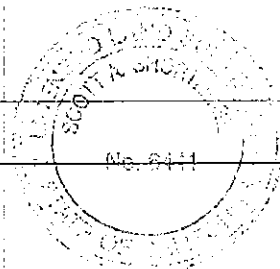
This description and its accompanying plat were prepared by or under the direction of:






Scott A. Shortlidge, PLS 6441

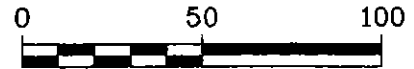
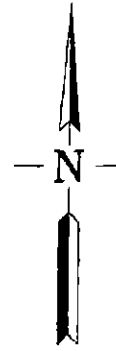
June 4, 2018

Date

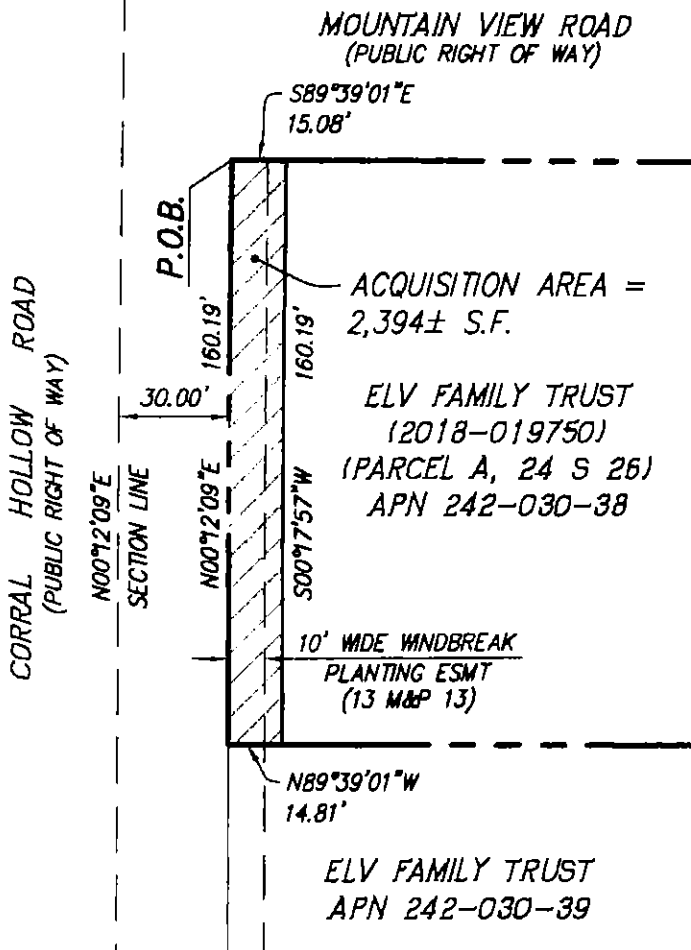


LEGEND

-  PROPERTY LINE
-  ACQUISITION LINE
- P.O.B. POINT OF BEGINNING
- S.F. SQUARE FEET
-  ACQUISITION AREA



1 inch = 50 ft.



GRID FACTOR NOTE:

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


AREA NOTE:

ACQUISITION AREA SHOWN IS BASED ON GROUND LEVEL DISTANCES.



[Handwritten Signature]
 SCOTT A. SHORTLIDGE, P.L.S. 6441
 JUNE 4, 2018

G:\JOB2012\121083-IP\MAPPING\PLATS\CHR-RW\CHR TO SECTION LINE\02A-APH 24203038-ELV FAMILY TRUST.DWG 5/21/2018 10:49:11 AM JOHN KNEZOVICH

<p align="center">EXHIBIT B</p> <p align="center">PLAT TO ACCOMPANY LEGAL DESCRIPTION RIGHT OF WAY ACQUISITION CORRAL HOLLOW ROAD CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA</p>			
	<p>RUGGERI-JENSEN-AZAR ENGINEERS • PLANNERS • SURVEYORS 4590 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588 PHONE: (925) 227-9100 FAX: (925) 227-9300</p>		
<p>SCALE: 1" = 50'</p>	<p>DATE: 6/4/2018</p>	<p>JOB NO.: 121083IP</p>	

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

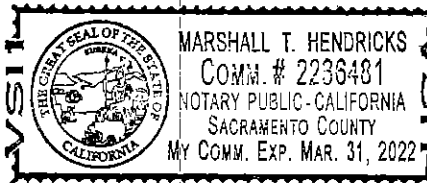
STATE OF CALIFORNIA
COUNTY OF Sacramento

On this 12th day of April, 2019, before me, Marshall T. Hendricks, a Notary Public in and for the State of California, personally appeared Emanuel J. Vargas and Lisa M. Vargas 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 the day and year first above written.

Marshall T. Hendricks
NOTARY PUBLIC



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

APN: 242-030-38 (portion)

Space Above This Line for Recorder's Use

This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and §6103

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

Grant. For good and valuable consideration pursuant to the Temporary Construction Easement Agreement executed by the parties on April 12th, 2019, ("Agreement"), the undersigned, **EMANUEL J. VARGAS AND LISA M. VARGAS, HUSBAND AND WIFE AS JOINT TENANTS** ("GRANTOR"), hereby grants to **CITY OF TRACY, A MUNICIPAL CORPORATION** ("CITY"), and its successors and assigns, a Temporary Construction Easement, over, across, under and through the real property situated in the County of San Joaquin, State of California, shown on Exhibit A attached ("TCE Area") for construction and related purposes for the CITY's Corral Hollow Road Widening Project (the "Project").

Rights. CITY's rights under this easement include, without limitation, the right of CITY to enter upon the TCE Area with personnel, vehicles and equipment for construction of the Project, and all other related activities, to remove all improvements, trees and vegetation that interfere with the Project, to conform the TCE Area to the Project, and do any and all other actions necessary and appropriate to the construction of the Project. As used here, "CITY" includes its officers, agents, contractors, and employees, and other governmental agencies responsible for review or construction of any portion of the Project and their officers, agents, contractors, and employees. If access to the TCE Area is across GRANTOR's Property, GRANTOR shall maintain the rights of ingress and egress at all times during the construction period.

Site improvements. Under the Agreement, GRANTOR has been compensated for the cost of certain site improvements within the TCE AREA.

Term; Extension. This Temporary Construction Easement is for a period of 24-months, to begin upon 30 days written notice from CITY to GRANTOR. City shall also provide at least 48 hours written notice before its first entry on the Temporary Construction Easement. If CITY occupies the TCE Area beyond the 24-month period, CITY shall pay GRANTOR additional compensation under the provisions of the AGREEMENT. This Temporary Construction Easement shall not extend beyond the 24-month period (plus any extension) or completion of construction, whichever occurs first.

Restoration. At no additional cost to CITY, CITY has the right to enter upon GRANTOR's Property, where necessary, to reconstruct or perform any warranty or related work during or after the expiration of the TCE and any extension and/or the completion of the Project. The work may include related driveways, walkways, lawn, landscaped and hardscaped areas, irrigation systems, sidewalks or any area where reconstruction or warranty work on GRANTOR's Property is necessary, and where GRANTOR was not already compensated for cost to cure damages under the Agreement.


Conformance with laws. All work performed by CITY in the TCE Area shall conform to applicable building, fire, and sanitary laws, ordinances and regulations relating to the work and shall be done in a good and workerlike manner.

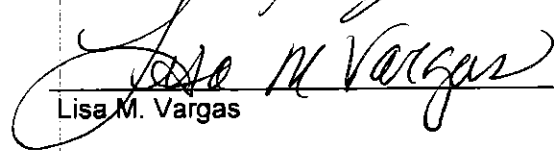
The rights and obligations in this *Grant of Temporary Construction Easement* will: (a) run with the TCE Area and burden, inure to and be for the benefit of and be binding on the TCE Area, GRANTOR and its successors and assigns; and (b) be binding on CITY and its successors and assigns.

IN WITNESS WHEREOF, this Grant of Temporary Construction Easement is signed and executed on
April 12th, 2019

SIGNED:

Exhibit A: Aerial Map


Emanuel J. Vargas


Lisa M. Vargas

SEE SHEET C-7-01

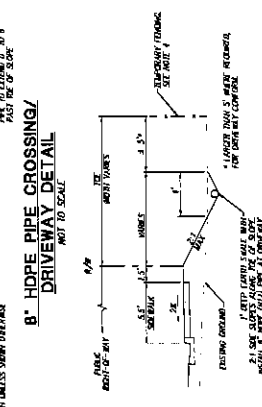


SEE SHEET C-7-03

CORRAL HOLLOW ROAD

EXISTING DRIVEWAY
TO BE REMOVED
(SEE SHEET C-7-01)

8" HDPE PIPE CROSSING/
DRIVEWAY DETAIL
NOT TO SCALE



GENERAL NOTES:

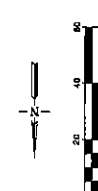
- CONTRACTOR SHALL REFER TO THE TRADING PLANS FOR DIMENSIONS AND MATERIALS.
- CONTRACTOR TO CLEAN EXISTING RUTS, SWALES, AND REPAIR TO 1% SLOPE.
- CONTRACTOR TO VERIFY ALL DIMENSIONS AND MATERIALS TO BE USED.
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CONSTRUCTION NOTES:

- REMOVE EXISTING HIGH VOLTAGE ELECTRICAL LINES EXIST PARALLEL TO, AND CROSSING TO THE PROJECT WORK AREA. CONTRACTOR TO USE EXTREME CAUTION.
- REMOVE EXISTING CONCRET/SUBMIT CONCRETE AT 2" MINIMUM.
- REMOVE EXISTING CONCRET/SUBMIT CONCRETE ASHAR 2" MINIMUM AND REPLACE WITH 2" ASHAR AS INSTAL DRIVEWAY DETAIL HEREON.
- REMOVE EXISTING CONCRET/SUBMIT CONCRETE AT 2" MINIMUM AND REPLACE WITH 2" ASHAR AS INSTAL DRIVEWAY DETAIL HEREON.
- REMOVE EXISTING CONCRET/SUBMIT CONCRETE AT 2" MINIMUM AND REPLACE WITH 2" ASHAR AS INSTAL DRIVEWAY DETAIL HEREON.

LEGEND

- EXISTING RIGHT-OF-WAY
- NEW RIGHT-OF-WAY (R/W)
- EXISTING SIDE PROPERTY LINE
- PAVED UNIT CEMENT (PUC)
- UNPAVED CONCRETE/GRASS
- (15) DRIVEWAY DETAIL LINE
- SWALE LINE
- SLOPE
- REMOVE EXISTING 72\"/>
- NEW AC DRIVEWAY
- REMOVE EXISTING POLE
- EXISTING UTILITY POLE
- NEW UTILITY ELECTION
- REMOVE EXISTING UTILITY
- NEW STREET LIGHT
- NEW STREET LIGHT
- NEW SIDE WALK



CAUTION EXISTING HIGH VOLTAGE ELECTRICAL LINES EXIST PARALLEL TO, AND CROSSING TO THE PROJECT WORK AREA. CONTRACTOR TO USE EXTREME CAUTION.

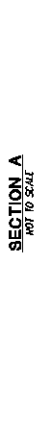


FOR MORE INFORMATION
CALL: (925) 834-9933
FAX: (925) 834-9944
WWW.RJAINC.COM

SECTION A
NOT TO SCALE

EXISTING DRIVEWAY
TO BE REMOVED
(SEE SHEET C-7-01)

8" HDPE PIPE CROSSING/
DRIVEWAY DETAIL
NOT TO SCALE



RESOLUTION 2019-_____

APPROVING REAL PROPERTY PURCHASE AGREEMENTS BETWEEN THE CITY OF TRACY AND FOUR PROPERTY OWNERS FOR ACQUISITION OF RIGHT-OF-WAY AND EASEMENTS REQUIRED FOR THE WIDENING OF CORRAL HOLLOW ROAD BETWEEN OLD (WEST) SCHULTE ROAD AND LINNE ROAD, CIP 73144

WHEREAS, The widening of Corral Hollow Road between Old (west) Schulte Road and Linne Road is an approved Capital Improvement Project (CIP 73144) with an estimated cost of \$20 million, and

WHEREAS, The widening of Corral Hollow Road requires the procurement of rights-of-way from 52 adjacent property owners, and

WHEREAS, The City, in coordination with its Consultant, Associated Right of Way Services, has successfully negotiated and acquired right-of-way (ROW) and necessary easements from twenty-six (26) properties, and

WHEREAS, Staff and Consultant completed negotiations and settlement agreements with four (4) property owners for the purchase of real property and temporary construction easements, and

WHEREAS, Since the settlement amounts for each of these properties exceeds \$50,000, City Council's approval is necessary in accordance with Tracy Municipal Code Section 2.20.290,

<u>Property Owner</u>	<u>Assessor's Parcel #</u>	<u>Purchase Amount</u>
1. H. & J. Dabandan	240-140-11	\$ 110,000.00
2. D. Dabandan	242-050-01	\$ 80,060.00
3. A. Robertson & J. Colgrove	240-090-15	\$ 78,500.00
4. E & L Vargas	242-030-38	\$ 70,000.00

WHEREAS, Right of way acquisition funds for this project have been budgeted from Fund 352;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the real property purchase agreements, described herein, between the City of Tracy and four (4) property owners for acquisition of right of way and easements required for the widening of Corral Hollow Drive between Old (west) Schulte Road to Linne Road, CIP 73144.

The foregoing Resolution 2019-_____ was adopted by Tracy City Council on the 16th day of July, 2019, 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

GRANT THE CITY MANAGER OR DESIGNEE AUTHORITY TO SUBORDINATE EXISTING HOUSING SUCCESSOR FUND LOANS AND EXECUTE ASSUMPTION AGREEMENTS FOR MULTI-FAMILY HOUSING DEVELOPMENTS

EXECUTIVE SUMMARY

The former Community Development Agency of the City of Tracy (CDA) provided funding to several organizations in an effort to support the acquisition, development, and redevelopment of residential housing for low-income residents. These assets became Housing Successor funds (HSF) with the dissolution of the CDA. These funds were originally provided in support of the City's residential down-payment assistance program, rehabilitation loan program, and for the development and rehabilitation of restricted low-income residential units. As the economy improves and aging developments require repairs and rehabilitation, the City has received requests by loan recipients to subordinate their existing City loan to new financing lenders. For low multi-family developments, projects may be transferred/sold where the new owner assumes the restrictions and outstanding debt of the project.

DISCUSSION

The former Community Development Agency (CDA) of the City of Tracy provided financing support to individuals and non-profits in support of low-income housing in Tracy. The CDA was dissolved on February 1, 2012 with the passage of Assembly Bill X1 26 and the housing assets were transferred to the Housing Successor, these HSF include funding for the City's Down Payment Assistance program (DAP), which provided low-income qualified homebuyers with down-payment assistance of up to \$75,000 and provided qualified homeowners rehabilitation (Rehab) loans allowing them to make needed home improvements. These HSF also provided funding in support of the development and rehabilitation of the City's low-income residential rental housing developments, such as to Mountain View Townhomes (MVTH), Eden Housing, Tracy Place Associates, DHI Tracy Garden, and Habitat for Humanity.

The loan terms for a DAP loan are 3% simple interest, accrued annually and payments are deferred for 30 years. At 30 years, the entire balance is due and payable. Any change in title (adding/removing individuals on the title, refinancing the permanent loan, etc.) would make the loan balance due in full. The loan terms for Rehab Loans are 3% simple interest, with payments due monthly and any change in title would make the loan due in full. As the economy improved and interest rates declined, finance staff received requests by DAP and Rehab loan recipients to refinance their City loans or to re-subordinate the City loans to their new permanent financing agency so that they could obtain better financing terms. With the requirement that the balance of the loan would be paid in full, this created a barrier for loan recipients in obtaining better financing and potentially improving their financial position.

The expense required to substantially renovate a low-income, multi-family rental development can be quite high. Therefore, non-profit agencies such as Eden Housing and Mountain View Townhomes, who provide and manage a portion of the City's low-income multi-family residential housing units, must also obtain public financing. The City's HSF loans are generally for periods exceeding 50 years in order to match the low-income housing restrictions. These bear interest between 1% and 3% with payments deferred for 30 or more years. Requests to subordinate to new financing are generally routine and do not diminish the City's security interest in the property.

In addition to subordinating to new debt, low income multi-family developments are often transferred between limited partnerships (LP) in order to receive tax credits. This may entail a simple transfer between non-profit entities or an outright sale to a new non-profit whereby the new entity assumes the outstanding debt of the project. The project's low-income restrictions remain intact and the City's security interest remains attached to the property.

In 1997, MVTH received HOME funding from San Joaquin County, Low/Moderate Income Housing Funds from the former CDA, and tax-credits to develop the 37-unit multi-family project on Mt. Diablo Road in Tracy. In 2015, MVTH applied for new Low-Income Housing Tax Credits in order to rehabilitate the 18-year old property and provide additional amenities to the development. This also required a transfer of the property between non-profit LP's. In order qualify, MVTH had to receive approval from City Council to subordinate their existing loans to the new permanent financing entity and execute an assumption agreement between LP's. This was brought before City Council and approved per Resolution 2015-199.

Staff is requesting that, in order to be responsive to the needs of Tracy's low and moderate-income population, City Council grant the City Manager or designee the authority to subordinate existing HSF loans to support the continued development and redevelopment of low and moderate-income residential housing and low-income residential homeownership in Tracy and to execute assumption agreements for multi-family developments where the best interests of the community are maintained.

STRATEGIC PLAN

This agenda item supports the following Quality of Life Strategic Priority:

Goal 2: Promote Public Health, Safety and Community Welfare throughout the Community.

FISCAL IMPACT

There is no fiscal impact related with this action.

RECOMMENDATION

That City Council, by resolution, grant the City Manager or designee the authority to subordinate existing Housing Successor Fund loans and execute assumption agreements for multi-family housing developments.

Prepared by: Barbara Harb, Economic Development Management Analyst
Vanessa Carrera, Economic Development Management Analyst
Robert Harmon, Senior Accountant

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

Approved by: Jenny Haruyama, City Manager

RESOLUTION

GRANTING THE CITY MANAGER OR DESIGNEE AUTHORITY TO SUBORDINATE EXISTING HOUSING SUCCESSOR FUND LOANS AND EXECUTE ASSUMPTION AGREEMENTS FOR MULTI-FAMILY HOUSING DEVELOPMENTS

WHEREAS, The former Community Development Agency of the City of Tracy (CDA) provided funding to several organizations in an effort to support the acquisition, development, and redevelopment of residential housing for low-income residents; and

WHEREAS, The CDA was dissolved on February 1, 2012 with the passage of Assembly Bill X1 26 and the housing assets were transferred to the Housing Successor, and

WHEREAS, The Housing Successor Funds (HSF) provided funding in support of the City's Down Payment Assistance Program, Rehab loan, and the development and rehabilitation of the City's low-income residential rental housing developments, and

WHEREAS, As the economy improved and interest rates declined, finance staff received requests from HSF recipients to refinance their City loans or to re-subordinate the City loans to their new permanent financing agency so that they could obtain better financing terms, and

WHEREAS, Staff is requesting that, in order to be responsive to the needs of Tracy's low and moderate-income population, City Council grant the City Manager or designee the authority to subordinate existing HSF loans to support the continued development and redevelopment of low and moderate-income residential housing and low-income residential homeownership in Tracy and execute assumption agreements for multi-family developments where the best interests of the community are maintained, and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Tracy hereby grants the City Manager or designee the authority to subordinate existing Housing Successor Fund loans and execute assumption agreements for multi-family housing developments.

The foregoing Resolution _____ was adopted by the Tracy City Council on the 16th day of July, 2019, 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 AN EXTENSION OF THE AGREEMENT FOR PROPERTY TAX ALLOCATION UPON ANNEXATION BETWEEN THE COUNTY OF SAN JOAQUIN AND THE CITY OF TRACY

EXECUTIVE SUMMARY

The current property tax allocation agreement between the City of Tracy and San Joaquin County is set to expire on July 31, 2019. Staff is requesting that City Council approve a six-month extension to the Agreement for Property Tax Allocation Upon Annexation between the County of San Joaquin and the City of Tracy (Agreement) in order to facilitate discussions on a new tax-sharing agreement without delaying two current applications for annexation (Ponderosa/Tracy Village and Alvarez).

DISCUSSION

In 2004, the City of Tracy and San Joaquin County entered into the current property tax allocation agreement. This property tax sharing agreement is sometimes referred to as the "Master Annexation Agreement." The agreement was renewed in 2012 and is now set to expire on July 31, 2019. The City and the County have agreed to a six-month extension of the current agreement to allow each agency an opportunity to discuss the agreement and potential changes to the agreement. The term of this extension expires on January 31, 2020.

On May 21, 2018, the City of Tracy submitted an amended Municipal Service Review (MSR) to the Local Agency Formation Commission (LAFCo) for review and approval. After conducting a couple of workshops with LAFCo and working through several issues related to the City's MSR, LAFCo directed their Executive Officer to schedule the City's MSR public hearing approval for July 11, 2019. Staff expects to have the City's final MSR approval completed on this scheduled hearing date.

Once LAFCo formally approves the City's updated MSR, they can act on Tracy's pending annexation applications; an updated MSR is a precondition of the annexation processing. Currently, the City of Tracy has submitted two applications for annexation: the Ponderosa Project (also known as Tracy Village), an age-restricted housing project, and the Alvarez Project, a commercial project near Legacy Fields.

The requested six-month extension of the Master Annexation Agreement would allow the City and County to continue their discussions regarding the current tax-sharing agreement while allowing the two City-approved annexations to progress to public hearings before LAFCo.

STRATEGIC PLAN

This agenda item supports Economic Development Strategic Goal 4: Position Tracy as the preferred location for entrepreneurial investment.

FISCAL IMPACT

The current tax allocation agreement will be extended for six months. Future properties that are annexed into the City and detached from the fire district have an 80/20 split of property tax allocations with San Joaquin County. There is no impact to prior annexed properties' tax allocation apportionment.

RECOMMENDATION

That the City Council, by resolution, approve a six-month extension to the Agreement for Property Tax Allocation Upon Annexation between the County of San Joaquin and the City of Tracy.

Prepared by: Andrew Malik, Assistant City Manager
Karin Schnaider, Finance Director

Reviewed by: Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – Master Annexation Agreement between the County of San Joaquin and the City of Tracy

County of San Joaquin & City of _____
Agreement for Property Tax Allocation upon Annexation
A-19-_____

AGREEMENT entered into this _____ day of _____, 2019 by and between the City of Tracy, hereinafter referred to as "CITY" and the County of San Joaquin, hereinafter referred to as "COUNTY";

PREAMBLE :

CITY and COUNTY acknowledge that both CITY and COUNTY have increasing service responsibilities with restrained revenue resources. There is no consensus between CITY and COUNTY regarding the analysis of local government funding issues arising from annexations. CITY and COUNTY each have their own distinctive and differing perspectives on costs and revenues generated by annexed areas. However, there is a statutory requirement for a Property Tax Allocation Agreement for the Local Agency Formation Commission to annex land.

WITNESSETH :

WHEREAS, Article 13A, Section 1 of the Constitution of the State of California limits ad valorem taxes on real property to one percent (1%) of full cash value; and

WHEREAS, Chapter 6 of Part 0.5 of Division 1 of the Revenue and Taxation Code (Sections 95 et. seq.) provides for the allocation of property tax revenues; and

WHEREAS, CITY and COUNTY must have an agreement for the allocation of property tax revenues upon annexation.

NOW, THEREFORE, in consideration of the premises and the following terms and conditions, the parties hereto agree as follows:

1. DEFINITIONS. The words and phrases in this Agreement shall have meanings as set forth below:
 - A. "Annexation Property Tax Base" shall mean the Base Year sum of the ad valorem tax allocated to Detaching Special Districts, as defined herein, and to COUNTY within the area being annexed.
 - B. "Detaching Special Districts" shall mean those political subdivisions organized pursuant to the laws of the State of California whose functions within the area being annexed are terminated and/or assumed by CITY.
 - C. "Detachment" shall mean the removal from a special district of any portion of the territory of that special district.

- D. "Base Year" shall mean the assessed valuation applicable to the property and improvements within the area being annexed at the time the application for annexation is submitted to the Local Agency Formation Commission (LAFCo).
- E. "Incremental Growth" shall mean the total increase or decrease in the property tax base over the base year within the annexed area.

2. PROPERTY TAX ALLOCATION.

Upon each annexation, property tax allocation shall be determined pursuant to one of the following provisions:

- A. For annexations that involve Detachment from a fire district, CITY and COUNTY shall, upon each annexation that in whole or in part, involves Detachment from a fire district, share in the Annexation Property Tax Base and all Incremental Growth thereof pursuant to the ratio of 20% CITY and 80% COUNTY for all portions of the annexation that involve Detachment from a fire district.
- B. For annexations that do not involve Detachment from a fire district, CITY and COUNTY shall, upon each annexation that in whole or in part, does not involve Detachment from a fire district, share in the Annexation Property Tax Base and Incremental Growth thereof, for all portions of the annexation that do not involve Detachment from a fire district, as follows:
 - i. Consolidated fire districts established prior to June 15, 1996, pursuant to the ratio of 20% CITY and 80% COUNTY.
 - ii. Consolidated fire districts established between June 15, 1996 and June 15, 2003, pursuant to the ratio of 15% CITY and 85% COUNTY.
 - iii. Consolidated fire districts established subsequent to June 15, 2003, pursuant to the ratio of 10% CITY and 90% COUNTY.
- C. For annexations by the cities of Escalon and Ripon only, notwithstanding Subsections 2A and 2B, CITY and COUNTY shall, upon each annexation, share in the Annexation Property Tax Base and all Incremental Growth thereof pursuant to the ratio of 36.6% CITY and 63.4% COUNTY, until such time as the current population of CITY, based on the most recent estimates published by the California State Department of Finance, exceeds 18,000.
- D. For the City of Tracy 2003 Gateway annexation only, CITY and COUNTY, from the date of this agreement forward, shall share in the Annexation Property Tax Base and all Incremental Growth thereof pursuant to the ratio of 15% CITY and 85% COUNTY.

3. APPLICATION OF AGREEMENT.

- A. Term. The provisions of this Agreement shall apply to all pending and future annexations from the effective date of this Agreement through January 31, 2020, unless otherwise terminated under Section 10.

- B. Effective date. The effective date of property tax allocation for each annexation shall be determined in accordance with Government Code Section 54902 and any succeeding statutory provisions. Currently, statements of boundary change must be filed with the State Board of Equalization on or before December 1 of the year immediately preceding the year in which property taxes are to be shared.
 - C. Future property taxes. The provisions of this Agreement would also apply to any property exempt from ad valorem taxes which subsequently became taxable within the area to be annexed.
 - D. Terms of subsequent agreements. Except as noted in Section 2, property tax share allocated to CITY from future annexation areas will be no lower than any other city in San Joaquin County with the same criteria.
4. JOINT REVIEW.
CITY and COUNTY may jointly review COUNTY property tax records from time to time or as requested by CITY to verify accurate distribution under the Agreement.
5. EXCLUSIONS.
- A. The Agreement shall not apply to proposed annexation areas where the COUNTY is currently receiving transient occupancy tax (TOT) revenues. Annexation agreements for areas where the COUNTY is currently receiving TOT revenues will be individually negotiated between the COUNTY and CITY to address the potential TOT loss to the COUNTY.
 - B. The Agreement shall not apply to proposed annexation areas where gross taxable sales, subject to sales and use taxes, exceed \$1 million in the most recent year that taxable sales data is available from the State Board of Equalization or any other State successor organization that may provide taxable sales information. Annexation agreements for areas containing over \$1 million in taxable sales will be individually negotiated between the COUNTY and CITY to address the potential sales and use tax loss to the COUNTY.
 - C. The Agreement shall not apply to annexations that, in whole or in part, include more than fifty (50) acres of COUNTY owned property. Such annexations will be considered under separately negotiated and mutually beneficial annexation and development agreements.
6. REGIONAL COOPERATION.
In consideration of the unique and mutual funding difficulties of both CITY and COUNTY, CITY and COUNTY will jointly develop and seek to implement changes in their activities which will improve the cost effectiveness of service delivery by both CITY and COUNTY, including but not limited to consolidation of services between governmental agencies and inter-agency contracting for services.
7. COUNTY CAPITAL FACILITIES FUNDING.
CITY recognizes the importance of regional services and facilities provided by the COUNTY for all residents of the entire COUNTY.

CITY shall contribute to COUNTY's funding for regional facilities by adopting or renewing a County facilities fee ordinance and resolution enacting and implementing the County Capital Facilities Fee (CFF) Program. In accordance with the requirements of Government Code Sections 66000 et seq., CITY shall adopt this ordinance and resolution prior to or concurrent with execution of this Agreement.

8. URBAN DEVELOPMENT COOPERATION.

A rational pattern of urban land uses is a common goal of CITY and COUNTY, as expressed in their respective General Plans. The efficient construction of urban infrastructure and the delivery of municipal services require cooperation between COUNTY and CITY within areas designated for urban development, specifically CITY'S Sphere of Influence.

- A. County General Plan Policy. COUNTY affirms the policies expressed in its General Plan that support concentration of additional major urban development within urban centers.
- B. Urban Planning and Development Cooperation. The preparation of land use and infrastructure plans within CITY'S Sphere of Influence, consistent with statutory guidelines, is encouraged. COUNTY shall refer all land use applications requiring discretionary approval within CITY'S Sphere of Influence to CITY for review and comment.
- C. Capital Facilities Funding and Cooperation. CITY and COUNTY will cooperate in the development of infrastructure plans within CITY'S Sphere of Influence. Relative to areas for which CITY and COUNTY have jointly adopted master plans for infrastructure and, upon request by CITY, COUNTY will schedule an Area Development Impact Fee (ADIF) for public hearing. This ADIF will incorporate CITY development impact fees that are specifically required to support jointly planned infrastructure. COUNTY shall cooperate in the construction of capital facilities thus funded.

9. COMMUNITY SERVICE FACILITIES

- A. Siting of Community Facilities. CITY and COUNTY recognize the importance of community services provided by COUNTY and other providers and also the importance of these services being convenient to residents of COUNTY making use of these services. Accordingly, as a part of the land use planning and pre-zoning for proposed municipal annexations, CITY will cooperate with COUNTY to identify community service needs of the local community and, where appropriate, work with COUNTY to locate potential sites for these community services facilities.
- B. CITY may elect to adopt or add to existing development impact fees in lieu of providing community service facility sites. Such fees may be administered within CITY or may be included as a component of the above-mentioned County Capital Facilities Fee.

10. TERMINATION.

This Agreement may be terminated, by any party hereto, upon six (6) months written notice which termination shall terminate the agreement for each and every party.

Said termination shall not affect annexations for which the LAFCo Executive Officer has issued a certificate of filing prior to the end of the six (6) month termination period.

11. GOVERNING LAW AND ATTORNEYS' FEES.

This Agreement shall be construed and enforced in accordance with the laws of the State of California. Should any legal action be brought by either party because of any default under this Agreement or to enforce any provision of this Agreement, or to obtain a declaration of rights hereunder, the prevailing party shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the Court. The standard of review for determining whether a default has occurred under this Agreement shall be the standard generally applicable to contractual obligations in California.

12. NOTICES.

Any notice of communication required hereunder among CITY and COUNTY must be in writing, and may be given either personally, by telefacsimile (with original forwarded by regular U.S. Mail) or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given and received when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday, or holiday shall be deemed to have been given and received on the next normal business day. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Such notices or communications shall be given to the parties at their addresses set forth below:

To CITY (City Manager):

With Copies To (City Attorney):

To COUNTY (County Administrator):

With Copies To (County Counsel):

Monica Nino
County Administration Building
44 N. San Joaquin St., Ste. 640
Stockton, California 95202-2931
Telefacsimile: (209) 468-2875

J. Mark Myles
County Administration Building
44 N. San Joaquin St., Ste. 679
Stockton, California 95202-2931
Telefacsimile: (209) 468-0315

Any party hereto may at any time, by giving ten (10) days written notice to the other parties, designate any other address or facsimile number in substitution of the address or facsimile number to which such notice or communication shall be given.

13. SEVERABILITY.

If any provision of this Agreement is held invalid, void, or unenforceable but the remainder of this Agreement can be enforced without failure of material consideration to any party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended by mutual consent of the parties. Notwithstanding this severability clause, each subsection of Section 2 Property Tax Allocation and Section 5 Exclusions, is material and substantial and the failure of said subsection is the failure of material consideration, causing the agreement to be void from the date that the subsection is held invalid.

14. FURTHER ASSURANCES.

Each party shall execute and deliver to the other party or parties all such other further instruments and documents and take all such further actions as may reasonably necessary to carry out this Agreement and to provide and secure to the other party or parties the full and complete enjoyment of its rights and privileges hereunder.

15. CONSTRUCTION.

All parties have been represented by counsel in the preparation of this Agreement and no presumption or rule that ambiguity shall be construed against a drafting party shall apply to interpretation or enforcement hereof. Captions on sections and subsections are provided for convenience only and shall not be deemed to limit, amend, or affect the meaning of the provision to which they pertain.

16. OTHER MISCELLANEOUS TERMS.

The singular includes the plural; the masculine gender includes the feminine, "shall" is mandatory; "may" is permissive.

17. TIME.

Time is of the essence of each and every provision hereof.

18. COUNTERPART.

This agreement may be executed in counterpart agreements, binding each executing party as if said parties executed the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECOMMENDED FOR APPROVAL:

City Manager

Monica Nino
County Administrator

CITY OF _____

COUNTY OF SAN JOAQUIN

Mayor

Miguel Villapudua
Chairman, Board of Supervisors

Approved as to Form

Approved as to Form

City Attorney

J. Mark Myles
County Counsel

ATTEST: _____
City Clerk

ATTEST: Rachel DeBord
Acting Clerk of the Board of
Supervisors

RESOLUTION 2019-_____

APPROVING A SIX-MONTH EXTENSION TO THE AGREEMENT FOR PROPERTY TAX ALLOCATION UPON ANNEXATION BETWEEN THE COUNTY OF SAN JOAQUIN AND THE CITY OF TRACY

WHEREAS, The City of Tracy has submitted an amended Municipal Service Review (MSR) to the Local Agency Formation Commission (LAFCo) for review and approval, and

WHEREAS, The City of Tracy’s MSR public hearing approval is scheduled for July 11, 2019, and

WHEREAS, As a precondition of LAFCo’s annexation processing, the City will then resubmit the pending annexation applications for the Ponderosa Project/Tracy Village, an age-restricted housing project, and the Alvarez Project, a commercial project near Legacy Fields, and

WHEREAS, The requested six-month extension of the Agreement for Property Tax Allocation upon Annexation between San Joaquin and City (Agreement), also referred to as the Master Annexation Agreement, will enable the two City-approved annexations to progress to public hearings before LAFCo, while the City and the County continue to negotiate broader amendments to the Agreement, and

WHEREAS, There is no fiscal impact to the General Fund as a result of this item;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves a six-month extension to the Agreement for Property Tax Allocation Upon Annexation between the County of San Joaquin and the City of Tracy.

* * * * *

The foregoing Resolution 2019-_____ was passed and adopted by the City Council on the 16th day of July, 2019, 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 A PURCHASE AND SALE AGREEMENT FOR REAL PROPERTY BETWEEN THE CITY OF TRACY AND PROLOGIS LOGISTICS SERVICES, INCORPORATED, A DELAWARE CORPORATION, FOR THE EXPANSION OF THE NORTHEAST INDUSTRIAL STORM DRAIN BASIN, AND ALLOCATE FUNDS FOR THE PAYMENT OF THE PURCHASE PRICE FROM FUND 350 AND THE PROCEEDS OF THE 2006 NEI BONDS

EXECUTIVE SUMMARY

This agreement is for the purchase of real property by the City of Tracy for the expansion of the Northeast Industrial (NEI) Storm Drain Basin as required by the City Master Plan.

DISCUSSION

The City General Master Plan and the City Storm Drain Master Plan have identified at least three properties (APNs: 213-070-076, 213-070-077, and 213-070-078) with the total area of 35 acres, to be acquired for the future expansion of the NEI Storm Drain Basin.

Subject properties are located at the southeast corner of East Pescadero Avenue and Paradise Road. The properties are owned by Prologis Logistics Services, Incorporated, a Delaware corporation ("Prologis").

The acquisition of these properties is required for expansion of the existing retention basin in order to upgrade its available storage, operation, and function and allow it to become a City Detention Basin.

The City's right-of-way Consultant (Associated Right of Way Services of Pleasant Hill, California), has completed the appraisal process and on June 4, 2019, City Council authorized staff to submit the appraisal to Prologis.

Based on the Council direction, City staff negotiated the purchase price of subject properties for an amount of \$8,000,000, and the negotiated price is within the current market value.

During negotiations, the City agreed that Prologis shall have a first right of refusal to complete the design, permitting and construction of the Detention Basin contemplated under NEI Master Plan including outfall work consisting of the pumps(s), sewer line, and acquisition of right-of-way as described in Section 18 of this agreement.

Therefore, the City and Prologis agree to negotiate in good faith an Off-Site Improvement Agreement regarding the design and construction work related to the Detention Basin, which shall include reimbursements and/or fee credits to Prologis per the terms and condition of said agreement.

Staff recommends City Council approve the Purchase and Sale Agreement.

STRATEGIC PLAN

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

FISCAL IMPACT

The City will pay the purchase price of the properties with two funding sources that are available for this purpose: (i) \$4,800,000 from NEI Storm Drain Fund (F350) and (ii) \$3,200,000 from the proceeds of the \$10,660,000 City of Tracy Community Facilities District No. 2006-01 (NEI Phase II) Special Tax Bonds, Series 2006 ("2006 NEI Bonds").

RECCOMENDATION

That City Council, by resolution, approve a Purchase and Sale Agreement with Prologis for real property between the City of Tracy and Prologis, for the expansion of the Northeast Industrial Storm Drain Basin, and allocate funds for the payment of the purchase price from Fund 350 and the proceeds of the 2006 NEI Bonds.

Prepared by: Zabih Zaca, PE, Senior Civil Engineer

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

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – Purchase and Sale Agreement with Prologis

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “Agreement”) is by and between Prologis Logistics Services Incorporated, a Delaware corporation (“Seller”), and City of Tracy, a municipal corporation, and its officers, employees, agents and contractors (“Buyer”).

1. Certain Basic Terms.

- (a) Effective Date: The latest date of execution by the Seller or the Buyer, as indicated on the signature page.
- (b) Purchase Price: \$8,000,000.00.
- (c) Earnest Money: \$10,000.00, which shall be deposited by Buyer with the Title Company (as such term is defined on the signature page) within 3 business days after the Effective Date.
- (d) Due Diligence Period: 60 days after the Effective Date.
- (e) Closing Date: 5 days after the expiration of the Due Diligence Period.
- (f) Escrow: Seller has opened an interest-bearing escrow account with the Title Company (as such term is defined on the signature page).

2. Property. Subject to the terms of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller the land described on Exhibit A attached hereto, together with any improvements thereon, and all appurtenances of the above-described real property, including easements or rights-of-way relating thereto (collectively, the “Property”).

3. Seller’s Documents. Within 5 business days after the Effective Date, Seller shall provide to Buyer the following relating to the Property, to the extent in Seller’s possession or control (collectively, the “Property Information”): (a) any existing land title survey of the Property; and (b) any environmental reports of the Property, including, but not limited to, any hazardous substance reports required by Health and Safety Code Section 25359.7.

4. Due Diligence.

(a) During the Due Diligence Period, Buyer, its employees, contractors, consultants and agents (collectively, “Buyer’s Agents”) shall have the right to enter upon the Property for the purpose of inspecting the Property. Buyer specifically agrees that prior to any entry to perform any invasive on-site testing, Buyer shall notify Seller and provide the identity of the company or persons who will perform and the proposed scope of such invasive testing. Seller shall approve or disapprove the scope and methodology of such proposed testing within 3 business days after receipt of such notice, such approval may be withheld in Seller’s sole and absolute discretion. Seller’s failure to provide such approval or disapproval notice shall be deemed disapproval.

(b) Buyer shall, or shall cause Buyer’s Agents to, maintain commercial general liability insurance, including broad form property damage, with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate in form and substance adequate to insure against all liability of Buyer and/or Buyer’s Agents, arising out of any entry or inspections of the Property pursuant to the provisions

hereof, and Buyer shall provide Seller with evidence of such insurance coverage before any such entry, including evidence that Seller is an additional insured on the commercial general liability policy. If any inspection or test disturbs the Property, Buyer will promptly restore the Property to the same condition as existed before the inspection or test. EXCEPT FOR BUYER'S MERE DISCOVERY (WITHOUT EXACERBATION) OF PRE-EXISTING CONDITIONS ON THE PROPERTY, BUYER SHALL INDEMNIFY, DEFEND AND HOLD SELLER, SELLER'S AFFILIATES, PARTNERS, MEMBERS, SHAREHOLDERS, INVESTMENT MANAGERS, PROPERTY MANAGERS, TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS OF EACH OF THEM AND THEIR RESPECTIVE HEIRS, SUCCESSORS, PERSONAL REPRESENTATIVES AND ASSIGNS (COLLECTIVELY, "SELLER PARTIES") AND THE PROPERTY HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, LOSSES, CLAIMS, LIENS, COST OR EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES) ARISING OUT OF OR RELATING TO ANY ENTRY ON THE PROPERTY BY BUYER OR BUYER'S AGENTS IN THE COURSE OF PERFORMING THE INSPECTIONS, TESTING OR INQUIRIES PROVIDED FOR IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION DAMAGE TO THE PROPERTY OR RELEASE OF HAZARDOUS SUBSTANCES OR MATERIALS ONTO THE PROPERTY. THE FOREGOING INDEMNITY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

(c) Buyer acknowledges that it has reviewed title and survey to the Property prior to the Effective Date and has no title or survey objections concerning the Property. Notwithstanding the foregoing, Seller shall be obligated to remove any mortgages, deeds of trust or mechanics liens created or caused by Seller with respect to the Property on or prior to the Closing Date.

(d) If Buyer determines, in its sole discretion, before the expiration of the Due Diligence Period that the Property is unacceptable for Buyer's purposes, Buyer shall have the right to terminate this Agreement by giving to Seller notice of termination before the expiration of the Due Diligence Period. Upon such termination the Escrow Agent is authorized to refund the Earnest Money to Buyer, and neither party shall have any further rights or liabilities hereunder except for any that survive the termination of this Agreement.

5. Title Policy. Buyer may obtain at Buyer's sole expense an owner's policy of title insurance in connection with its acquisition of the Property.

6. Seller's Covenants. During the pendency of this Agreement Seller shall not enter into any contract (including, without limitation, any contracts (whether binding or not) regarding any disposition of the Property) or otherwise lease, convey, encumber, or license any portion of the Property, without Buyer's consent in its sole and absolute discretion.

7. Closing. The consummation of the transaction contemplated herein ("Closing") shall occur through an escrow with both parties delivering to the Title Company all closing deliverables on or before the Closing Date.

8. Conditions to the Parties' Obligations to Close. In addition to all other conditions set forth herein, the obligation of Seller, on the one hand, and Buyer, on the other hand, to consummate the transaction contemplated hereunder shall be contingent upon the following:

(a) the other party's obligations have been performed and its representations and warranties contained herein shall be true and correct in all material respects as of the date of this Agreement and the Closing Date;

(b) as of the Closing Date, the other party shall have performed its obligations hereunder in all material respects and all deliveries to be made at Closing have been tendered; and

(c) The Title Company is irrevocably committed to issue to Buyer a 2006 ALTA Extended Coverage Owner's Policy of Title Insurance (6-17-2006) in the full amount of the Purchase Price, effective as of the Closing Date, insuring title to Buyer, and together with such endorsements as Buyer may reasonably require. The inability or failure for any reason of the Title Company to issue such ALTA policy, or any endorsements reasonably requested by Buyer, shall not entitle Buyer to postpone the Closing Date, but such issuance shall constitute a condition precedent to Buyer's obligation to purchase the Property.

So long as a party is not in default hereunder, if any condition to such party's obligation to proceed with the Closing hereunder has not been satisfied as of the Closing Date, such party may (i) terminate this Agreement by delivering written notice to the other party on or before the Closing Date, in which event the Earnest Money shall be returned to Buyer, or (ii) elect to close notwithstanding the non-satisfaction of such condition.

9. Seller's Deliveries in Escrow. At least one (1) business day prior to the Closing Date, Seller shall deliver to Title Company the following: (a) a grant deed in the form attached hereto as Exhibit B, executed and acknowledged by Seller (the "Deed"); (b) a Foreign Investment in Real Property Tax Act affidavit executed by Seller; and (c) any additional documents that the Title Company requires for the proper consummation of the transaction contemplated by this Agreement.

10. Buyer's Deliveries in Escrow. At least one (1) business day prior to the Closing Date, Buyer shall deliver in escrow to the Title Company the following: (a) the Purchase Price, less the Earnest Money that is applied to the Purchase Price, plus or minus applicable prorations; and (b) any additional documents that the Title Company requires for the proper consummation of the transaction contemplated by this Agreement.

11. Taxes. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Revenue and Taxation Code Section 5086 if unpaid at the close of escrow.

12. Closing Costs. At Closing, Buyer agrees to pay all escrow, recording and title insurance charges, if any, incurred in this transaction. Each party shall pay its own attorneys' fees, and all other costs, charges, and expenses at Closing, in accordance with local custom. Seller represents that it has not dealt with any real estate broker in connection with the negotiation of this Agreement or this transaction. Seller shall indemnify, hold harmless and defend Buyer from any and all claims, actions and liability for any breach of the preceding sentence, and any commission, finder's fee, or similar charges arising out of Seller's conduct.

13. Seller's Representations and Warranties. Seller represents and warrants to Buyer, as of the Effective Date and as of the Closing Date, that:

(a) Organization and Authority. Seller has been duly organized, is validly existing, and is in good standing in the state of its formation, and is qualified to do business in the state where the Property is located. Seller has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Seller at the Closing will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Seller, enforceable in accordance with their terms.

(b) OFAC Compliance. Seller is currently in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of the Office of Foreign Assets Control (“OFAC”) of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.

(c) The execution, delivery and performance by Seller of its obligations under this Agreement will not conflict with or result in a breach of any law, governmental rule, regulations, judgment, decree or order by which the Seller or the Property is bound, or by the provisions of any contract to which Seller is a party, or by which Seller or the Property is bound.

(d) To Seller’s knowledge, Seller has not received any written notice, addressed specifically to Seller and sent by any governmental authority or agency having jurisdiction over the Property, that the Property or its use is in material violation of any law, ordinance or regulation, including any federal, state and municipal environmental laws, regulations and policies applicable to the Property.

(e) There is not pending, or, to the best of Seller’s knowledge, threatened, any suit, action, arbitration, or legal, administrative or other proceeding or governmental investigation against or affecting the Property or Seller’s ability to convey the Property at the Closing. Seller is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality affecting the Property or Seller’s ability to convey the Property at the Closing.

(f) To Seller’s knowledge, and except as Seller has notified the Buyer in writing prior to the end of the Due Diligence Period, Seller hereby represents and warrants that there are no underground storage tanks on the Property in which any hazardous substance has been or is being stored.

In addition to the representations, warranties and covenants of Seller contained in other sections of this Agreement, Seller hereby represents, warrants and covenants to Buyer that the statements above in this Section 13 are each true and correct as of the Closing Date provided however, if to Seller’s actual knowledge any such statement becomes untrue prior to Closing, Seller will notify Buyer in writing and Buyer will have five (5) business days thereafter to determine if Buyer wishes to proceed with Closing, in which event, Buyer, as its sole remedy, may terminate this Agreement within 3 business days after receipt of notice from Seller or after obtaining knowledge that a Seller representation has become untrue, receive a refund of the Earnest Money and neither party shall have any further rights and obligations under this Agreement.

14. Buyer’s Representations and Warranties. Buyer represents and warrants to Seller, as of the Effective Date and as of the Closing Date, that:

(a) Authority. Buyer has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Buyer at the Closing will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Buyer, enforceable in accordance with their terms.

15. **“AS IS”. THIS SALE AND CONVEYANCE IS MADE ON AN AS-IS WHERE-IS BASIS AND SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR**

IMPLIED, AS TO MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. WITHOUT LIMITING THE ABOVE, EXCEPT WITH RESPECT TO A BREACH BY SELLER OF ANY OF THE SELLER'S WARRANTIES, BUYER AND ITS SUCCESSORS AND ASSIGNS, WAIVES ITS RIGHT TO RECOVER FROM AND FOREVER RELEASES AND DISCHARGES SELLER PARTIES FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, LOSSES, LIABILITIES, DAMAGES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS OR EXPENSES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS) OF WHATEVER KIND OR NATURE, DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR FUTURE, CONTINGENT OR OTHERWISE (INCLUDING ANY ACTION OR PROCEEDING, BROUGHT OR THREATENED, OR ORDERED BY ANY APPROPRIATE GOVERNMENTAL ENTITY) THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY CONNECTED WITH OR RELATING TO THE PROPERTY OR ITS CONDITION OR ANY LAW OR REGULATION APPLICABLE THERETO; PROVIDED HOWEVER, THE FOREGOING RELEASE SHALL NOT OPERATE TO RELEASE ANY CLAIM BY BUYER AGAINST ANY PERSON OR ENTITY OTHER THAN SELLER PARTIES.

Buyer's Initials: _____

BUYER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("SECTION 1542"), WHICH IS SET FORTH BELOW:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

BY INITIALIZING BELOW, BUYER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASE.

Buyer's Initials: _____

16. Default.

A. Seller's Default. If this transaction fails to close as a result of Seller's default, Buyer's sole remedy shall be to elect one of the following: (a) to terminate this Agreement, in which event the Earnest Money shall be returned by the Title Company to Buyer, and Seller shall reimburse all reasonably documented costs incurred by Buyer in connection with this Agreement, and neither party shall have any further rights or obligations under this Agreement except for those that expressly survive the termination, or (b) to bring a suit for specific performance.

B. Buyer's Default. If this transaction fails to close as a result of Buyer's default, Seller's sole remedy shall be to terminate this Agreement and to retain the Earnest Money as liquidated damages. The Parties agree that in such instance, the Earnest Money represents a reasonable approximation of Seller's damages and are not intended as a forfeiture or penalty but rather an enforceable liquidated damages provision pursuant to Civil Code section 1671. In no event shall either party be entitled to lost profits or consequential damages as a result of the other party's breach of the Agreement.

17. Miscellaneous.

(a) Invalidity and Waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

(b) Governing Law. This Agreement shall be governed in accordance with the laws of the State of California.

(c) Survival. The provisions of this Agreement that contemplate performance after the Closing and the obligations of the parties not fully performed at the Closing shall survive the Closing and shall not be deemed to be merged into or waived by the instruments of Closing.

(d) Entirety. This Agreement, together with the exhibits and schedules attached hereto, embody the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property.

(e) Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth on the signature page. Any such notices shall be either (A) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (B) sent by email, in which case notice shall be deemed delivered upon a successfully completed transmission of such email notice, or (C) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Notices given by counsel to the Buyer shall be deemed given by Buyer and notices given by counsel to the Seller shall be deemed given by Seller.

(f) Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and agree that the normal rule of construction, to the effect that any ambiguities are to be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

(g) Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. (Pacific time zone).

(h) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. The parties may execute and exchange by email in PDF format counterparts of the signature pages, which shall be deemed an original.

(i) Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by either party at Closing, each party agrees to perform, execute and deliver, but without any obligation to incur any additional liability or expense, on or after the Closing, any

further deliveries and assurances as may be reasonably necessary to consummate the transactions contemplated hereby or to further perfect the conveyance, transfer and assignment of the Property to Buyer.

(j) Binding on Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the parties.

(k) Escrow Instructions. Seller authorizes Buyer to prepare and file escrow instructions in accordance with this Agreement on behalf of both parties. concerning the handling of Earnest Money.

(l) Survival, Limitation of Liability. Unless otherwise expressly stated in this Agreement, each of the covenants, obligations, representations, and agreements contained in this Agreement shall survive the Closing and the execution and delivery of the Closing documents required hereunder only for a period of 12 months immediately following the Closing Date (the "Survival Period"); provided, however the indemnification provisions of Sections 4(b) shall survive the termination of this Agreement or the Closing, whichever occurs, and shall not be merged, until the applicable statute of limitations with respect to any claim, cause of action, suit or other action relating thereto shall have fully and finally expired. Any claim based upon a misrepresentation or a breach of a covenant or warranty under this Agreement shall be actionable or enforceable if and only if: (i) notice of such claim is given to the party which allegedly made such misrepresentation or breached such covenant, obligation, warranty or agreement within the Survival Period; (ii) the amount of damages or losses as a result of such claim suffered or sustained by the party making such claim exceeds \$25,000.00 (the "Liability Floor"), and (iii) the aggregate liability of each party for any and all such breaches or misrepresentation shall be limited to an amount equal to 3% of the Purchase Price (the "Liability Ceiling"), provided that if the party's liability shall exceed the Liability Floor, such party shall be liable for the entire amount thereof up to the Liability Ceiling.

(m) Natural Hazard Disclosure Requirement Compliance. Buyer and Seller acknowledge that Seller may be required to disclose if the Property lies within the following natural hazard areas or zones: (i) a special flood hazard area designated by the Federal Emergency Management Agency (California Civil Code Section 1103(c)); (ii) an area of potential flooding (California Government Code Section 8589.4); (iii) a very high fire hazard severity zone (California Government Code Section 51183.5); (iv) a wild land area that may contain substantial forest fire risks and hazards (Public Resources Code Section 4136); (v) an earthquake fault zone (Public Resources Code Section 2621.9); or (vi) a seismic hazard zone (Public Resources Code Section 2694). Title Company (which, in such capacity, is herein called "Natural Hazard Expert") shall examine the maps and other information specifically made available to the public by government agencies for the purposes of enabling Seller to fulfill its disclosure obligations, if and to the extent such obligations exist, with respect to the natural hazards referred to in California Civil Code Section 1102.6c(a) and to report the result of its examination to Buyer and Seller in writing, at least 5 days prior to the expiration of the Due Diligence Period. The written report prepared by the Natural Hazard Expert regarding the results of its full examination fully and completely discharges Seller from its disclosure obligations referred to herein, if and to the extent any such obligations exist, and, for the purpose of this Agreement, the provisions of Civil Code Section 1102.4 regarding non-liability of Seller for errors or omissions not within its personal knowledge shall be deemed to apply and the Natural Hazard Expert shall be deemed to be an expert, dealing with matters within the scope of its expertise with respect to the examination and written report regarding the natural hazards referred to above. Seller's execution of report(s) prepared by the Natural Hazard Expert pursuant to this Section 17(l) shall in no manner supersede, modify or expand Seller's representations and warranties provided in Section 13 above, nor shall it modify the provisions in Section 15 above.

18. NEI Detention Basin. The master plan improvement consisting of the NEI Detention Basin (the "Detention Basin") is to be located on the Property. The City of Tracy ("City") acknowledges that

Seller and its affiliates (collectively, “Prologis”) has already performed significant work on the Property including excavation of the pond, landscaping on the perimeter abutting the public ROW and montage fencing (collectively, the “Completed Work”). The Completed Work may be subject to fee credits or reimbursement pursuant to an off-site improvement agreement, if completed in accordance with the City’s Design Standards and Master Plans. The future development of Prologis’s parcels located in the NEI project area will require that Prologis pay its fair share of the construction of the Detention Basin consistent with standard practices, Master Plans, and the City’s conditions of approval for projects located in the NEI project area. Prologis shall have a first right of refusal to complete the design, permitting and construction of the Detention Basin contemplated under the NEI Master Plan including outfall work consisting of the pump(s), SW pipe, acquisition of ROW, etc. In connection with such right, City and Prologis agree to negotiate in good faith an off-site improvement agreement regarding the design and construction work related to the Detention Basin which shall include reimbursements or fee credits to Prologis per the terms and conditions of said agreement. The parties acknowledge that the total anticipated cost of the work for the Detention Basin contained in the Storm Drain Master Plan is \$6,700,000.00, which includes program management costs. Any fee credits and/or reimbursements for constructed Master Plan program improvements provided in any such off-site improvement agreement are subject to City Engineer’s approval and must comply with the Tracy Municipal Code. The parties shall commence negotiations for said agreement within 90 days after the close of escrow under this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

SIGNATURE PAGE TO
PURCHASE AND SALE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

"Seller":

PROLOGIS LOGISTICS SERVICES
INCORPORATED,
a Delaware corporation

By: Megan Robert
Name: Megan Robert
Title: Senior Vice President
Dated: 7/3, 2019

Attn: Ryan George, Megan Robert, Jake Ross and
Dewey F. Horton
1800 Wazee Street, Suite 500
Denver, Colorado 80202
Telephone/Email (RG): 209/833-5383 /
rgeorge@prologis.com
Telephone/Email (MR): 303/567-5613 /
mrobert@prologis.com
Telephone/Email (JR): 303/567-5985 /
jross@prologis.com
Telephone/Email (DFH): 415/733-9412 /
dfhorton@prologis.com

"Buyer":

CITY OF TRACY

By: _____
Name: _____
Title: _____
Dated: _____, 20__

Attn: _____

Telephone: _____
Email: _____

"Title Company":

Old Republic Title Company
150 West 10th Street
Tracy, CA 95376
Escrow Account#: 1213030492-CS

By: _____
Name: _____
Title: _____
Dated: _____, 20__

Telephone: _____
Email: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE REAL PROPERTY

[Insert Legal Description for APNs: 213-070-76, 231-070-77 and 213-070-78]

EXHIBIT B
FORM OF DEED

RECORDING REQUESTED BY:

Old Republic Title Company
150 West 10th Street
Tracy, CA 95376

WHEN RECORDED MAIL TO:

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

APN: [Subject]; 213-070-77; & 213-070-78

Space Above This Line for Recorder's Use

This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and §6103, and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

PROLOGIS LOGISTICS SERVICES INCORPORATED, A DELAWARE CORPORATION

hereby grant(s) to the **CITY OF TRACY, A MUNICIPAL CORPORATION** the real property more particularly described in Exhibits A, B, and C attached hereto and made a part hereof.

SIGNED:

By: _____
Print Name:

Title: _____

Date: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF _____

On this ____ day of _____, 20__, before me, _____, a Notary Public in and for the State of California, personally appeared _____ 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 the day and year first above written.

NOTARY PUBLIC

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

RESOLUTION 2019-_____

APPROVING THE PURCHASE AND SALE AGREEMENT FOR REAL PROPERTY BETWEEN THE CITY OF TRACY AND PROLOGIS LOGISTICS SERVICES, INC., A DELAWARE CORPORATION, FOR EXPANSION OF THE NORTHEAST INDUSTRIAL STORM DRAIN BASIN, AND APPROVING THE ALLOCATION OF \$4,800,000 FROM FUND 350 AND \$3,200,000 FROM THE PROCEEDS OF THE 2006 NEI BONDS

WHEREAS, The City of Tracy General Master Plan and the City Storm Drain Master plan have identified at least three properties (APNs: 213-070-076, 213-070-077, and 213-070-078) with the total areas of 35 Acres for the Northeast Industrial (NEI) Basin expansion, and

WHEREAS, The City's Consultant, Associated Right of Way Services, Inc., of Pleasant Hill, California, has completed the required appraisal, and on June 4, 2019, City Council authorized City staff to submit the appraisal to the owner, and

WHEREAS, Based on Council's direction, City staff negotiated with the property owner, Prologis Logistics Services, Incorporated ("Prologis"), and reached final agreement on the price and terms, and

WHEREAS, The City has agreed to purchase the parcels for \$8,000,000, and

WHEREAS, The cost of purchasing these parcels will be charged to the Northeast Industrial Basin Expansion Project, and the City of Tracy will pay the purchase price with \$4,800,000 from the NEI Storm Drain Fund (F350) and \$3,200,000 from the proceeds of the \$10,660,000 City of Tracy Community Facilities District No. 2006-01 (NEI Phase II) Special Tax Bonds, Series 2006 ("2006 NEI Bonds");

NOW, THEREFORE BE IT RESOLVED, That City Council of the City of Tracy hereby approves the Purchase and Sale Agreement between the City and Prologis for the purchase of three parcels for the Northeast Industrial Basin expansion and allocates \$4,800,000 from Fund 350 and \$3,200,000 from the proceeds of the 2006 NEI Bonds.

* * * * *

The foregoing Resolution 2019-_____ was adopted by the Tracy City Council on the 16th day of July 2019 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

AUTHORIZE THE DISPLAY OF THE SERVICE FLAG FOR EACH BRANCH OF THE US ARMED FORCES ON THE RESPECTIVE BIRTHDAY OF THAT BRANCH

EXECUTIVE SUMMARY

This agenda item seeks City Council approval of a request to display the service flag of each branch of our armed forces on the respective birthday of that branch.

DISCUSSION

At the June 18, 2019 Council meeting, City Council adopted Resolution No. 2019-138 approving a policy regarding the display of flags at City facilities. Consistent with the Flag Policy, a Council Member is requesting to display the service flag for each branch of our armed forces on the respective birthday of that branch:

US Army – June 14

US Coast Guard – August 4

US Air Force – September 18

US Navy – October 13

US Marine Corps – November 10

If Council approves the display of the armed forces service flag on the respective birthday, the flag will be flown on the flagpole currently displaying the City's flag in front of City Hall for 24 hours on the above-mentioned dates.

FISCAL IMPACT

The estimated cost of purchasing flags similar in size to the City flag (5' x 8') for each of the armed forces is \$450. The cost of purchasing and storing the flag will be covered by the City Manager's Office budget. The approximate staff time required to remove the standard City flag, install the leader and smaller flags, and re-install the standard City flag is one staff hour per instance.

STRATEGIC PLAN

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

RECOMMENDATION

That Council, by resolution, authorize the display of each of the armed service flags on the respective birthday of that branch.

Prepared by: Jenny Haruyama, City Manager

Reviewed by: Karin Schnaider, Finance Director

Approved by: Jenny Haruyama, City Manager

Attachment A – Flag Policy

RESOLUTION 2019-138

APPROVING A COUNCIL POLICY REGARDING THE DISPLAY OF FLAGS AT CITY FACILITIES

WHEREAS, The City of Tracy displays and handles all flags in accordance with Federal and State Law, and

WHEREAS, The City does not have local rules or guidelines regarding the display of flags at City facilities, and

WHEREAS, The City wishes to adopt a policy to provide clear guidelines about the display of flags at City facilities that declares that the City's flagpoles are not intended to be a forum for free expression by the public.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Tracy hereby adopts the policy for the display of flags at City Hall contained in Exhibit A.

The foregoing Resolution 2019-138 was adopted by the Tracy City Council on the 18th day of June, 2019, by the following vote:

AYES:	COUNCIL MEMBERS: ARRIOLA, RANSOM, VARGAS, YOUNG, RICKMAN
NOES:	COUNCIL MEMBERS: NONE
ABSENT:	COUNCIL MEMBERS: NONE
ABSTAIN:	COUNCIL MEMBERS: NONE


MAYOR

ATTEST:

CITY CLERK

POLICY FOR THE DISPLAY OF FLAGS AT CITY FACILITIES
(Exhibit "A" to Resolution No. 2019-138)

SECTION 1: PURPOSE

The purpose of this policy is to establish clear guidelines regarding the display of the flags at City facilities.

SECTION 2: POLICY

2.1 Conformance with Federal and State Flag Regulations. Flags shall be displayed in accordance with federal and state regulations, including Title 4, Chapter 1 of the United States Code, and Sections 430 through 439 of the California Government Code.

2.2 The City Manager is authorized to order that the City flag be lowered to half-staff in honor of a City employee killed in the line of duty.

2.3 Ceremonial or Commemorative Flags.

2.3.1 Non-Public Forum. The City's flagpoles are not intended to be a forum for free expression by the public. Ceremonial or commemorative flags shall be displayed as an expression of the City's official sentiments and authorized by a resolution approved by a supermajority vote (four-fifths) of the City Council.

2.3.2. Commemorative flags shall only be displayed at City Hall and on the flagpole designated to display the City's flag.

2.3.3 Commemorative flags shall be displayed for a period of time authorized by resolution of the City Council.

2.3.4 The City will not display a commemorative or ceremonial flag based on a request from a third party, nor will the City use its flagpoles to sponsor the expression of a third party.

2.4 Implementation of Policy. The Public Works Director is responsible for ensuring the proper implementation of this Policy. The Public Works Director is further authorized to develop standard operating procedures consistent with this Policy.

RESOLUTION 2019-_____

AUTHORIZING THE DISPLAY OF THE SERVICE FLAG FOR EACH BRANCH OF THE US ARMED FORCES AT CITY HALL FOR ONE DAY ANNUALLY TO COMMEMORATE THE BIRTHDAY OF EACH RESPECTIVE BRANCH

WHEREAS, The City Council of the City of Tracy wishes to commemorate the birthday of each branch of the US Armed Forces annually, and

WHEREAS, The display of the service flag for each branch of the US Armed Forces serves to express the City’s official commemoration of this important event in U.S. history and its commitment to celebrating our service members, and

WHEREAS, The City’s flagpoles are not intended to be a forum for free expression by the public, and

WHEREAS, The service flag for each branch of the US armed forces will be flown at City Hall in lieu of/or in addition to the City’s flag on their respective birthdays: on, June 14th for the US Army, August 4th for the US Coast Guard, September 18 for the US Air Force, October 13 for the US Navy and November 10th for the US Marine Corps, and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Tracy hereby authorizes the display of the service flag for each branch of the US Armed Forces on the City flagpole located in front of City Hall on the birthday of each respective branch to commemorate these important events and honor our armed forces.

The foregoing Resolution 2019-_____was adopted by the City Council on the 16th day of July, 2019, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 3.A

REQUEST

PUBLIC HEARING TO CONSIDER (1) APPROVING THE ENGINEER'S ANNUAL LEVY REPORT; AND (2) ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT FOR FISCAL YEAR 2019/2020

EXECUTIVE SUMMARY

On June 18, 2019, Council approved the Tracy Consolidated Landscape Maintenance District (LMD) preliminary Engineer's Report, and declared its intention to levy annual assessments for the maintenance of landscaping and related appurtenances in the LMD. After considering public comments, it is recommended that City Council approve the final LMD Engineer's Report, and authorize the levy and collection of assessments for Fiscal Year 2019/2020 in amounts not to exceed the maximum rates previously approved by the Zones' property owners.

The assessments pay for the care and management of improvements within the public right-of-way such as median landscaping, small parks, street trees and streetscape aligned with neighborhoods. The LMD is a critical component in keeping Tracy well-maintained and physically attractive.

Expenditures for Fiscal Year 2019/2020 are estimated to be \$4,727,741. The total revenues are broken down in the following manner: Levying of assessments and use of LMD reserves is estimated to be \$4,609,336; \$20,000 from the Drainage Fund to cover a portion of the costs for channel way/bike path landscape improvements and \$98,404 from General Fund for improvements and maintenance that are largely of general benefit.

DISCUSSION

The purpose of this agenda item is to allow the City Council to: (1) hear and consider public comments pertaining to the annual Engineer's Report; (2) approve the final Engineer's Report as presented to, or modified by, Council; and (3) order the levy and collection of assessments within the LMD for Fiscal Year 2019/2020.

ASSESSMENT LEVIES

Maximum assessment rates were previously approved by the LMD property owners. Although maximum rates were approved, the assessments levied for the 41 assessable zones are based upon whether the needs of each zone warrant the levying of the maximum approved rates or a lesser rate.

The LMD zones are assessed pursuant to the 1972 Act and the provisions of the California Constitution. Each year, the cost per Zone is analyzed and determined if an increase in the levy is needed based on the expenses for each zone which include annual maintenance, operation and servicing of landscape improvements, long-term

maintenance and rehabilitation programs such as tree maintenance programs, streetscape revitalization and rehabilitation, and park rehabilitation and renovation projects. There is a maximum levy amount per parcel that is calculated when the Zone is annexed into the LMD. The annual assessments cannot exceed the maximum assessment rate previously approved by property owners without balloting to increase the assessments for the Zone.

It is recognized that the cost of maintaining the improvements increases slightly each year as a result of inflation. Therefore, in order to offset inflationary increases that affect service costs to the District, District assessments include a formula for increasing the *maximum* assessment rates for each future fiscal year¹. These annual increases (3% in Fiscal Year 2019/2020) have not been sufficient to keep up with the cost of services. It has been over 20 years since rates have been increased beyond the annual inflationary rate increases for the vast majority of the Zones. To increase the rate beyond the maximum rate, excluding inflationary increases, requires a vote of the property owners within each zone per Proposition 218.

The annual inflationary rate increase allows the *maximum* rates to be increased by three percent or the percentage increase of the Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area Region, whichever is less. The District's assessment formula complies with Government Code Section 54954.6 (a) and was approved by the City Council and the original District Property Owners.

The percentage difference for the CPI for the San Francisco-Oakland-San Jose Area applicable for the period of June 2017 to June 2018 was 3.907%. Therefore, the *maximum assessment* rates allowed for Fiscal Year 2019/2020 will be adjusted by 3.00% over the prior year's maximum assessment rates. Although inflationary rates may be applied to the *maximum* voter-approved rates, *only the assessment amount* needed for maintenance will be levied.

Based upon the estimated costs and expenditures to maintain the long- and short-term landscaping and improvements within the LMD, staff recommends approval of the assigned assessment rates found in Part II ("Estimate of Costs") of the Engineer's Report for fiscal year 2019/2020. Of the 41 assessable zones, 23 zones will be assessed the maximum assessment rates allowed for Fiscal Year 2019/2020 due to operational needs including use of reserves for insufficient annual funding to cover basic maintenance costs and/or due to increased capital spending; 12 zones will be assessed at a level below their maximum rate due to lower operating costs; and six zones will not be assessed due to a Home Owners Association providing maintenance, adequate reserves, no improvements, or the zone providing a general benefit to the City of Tracy.

STRATEGIC PLAN

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

¹ This does not necessarily mean that the inflated rate will be levied. The assessments levied will be based upon the estimated costs of maintenance.

FISCAL IMPACT

Revenue for operations, maintenance and capital replacement in the LMD is proposed to be from the following sources:

Assessments	\$3,229,701
Drainage Fund	\$ 20,000
General Fund	\$ 98,404
Zone Capital Reserves & CIP	<u>\$1,379,635</u>
Total	\$4,727,740

The total expenditures for the LMD for Fiscal Year 2019/2020 are estimated to be \$4,727,741.

RECOMMENDATION

At the close of the Public Hearing, Council approve, by resolution, the final "FY 2019/2020 Engineer's Report" and order the levy and collection of assessments for Fiscal Year 2019/2020.

Prepared by: Robin Kloepfer, Management Analyst II

Reviewed by: Don Scholl, Public Works Director
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment "A" - FY 19/20 Final Engineer's Report



CITY OF
TRACY CALIFORNIA
Think Inside the Triangle™

CITY OF TRACY

ENGINEER'S REPORT

FISCAL YEAR 2019-20

CONSOLIDATED LANDSCAPE MAINTENANCE

DISTRICT

July 2019



Harris & Associates

Prepared by

Harris & Associates

1401 Willow Pass Road, Suite 500

Concord, CA 94520

www.weareharris.com



**ENGINEER'S REPORT FOR
FISCAL YEAR 2019-20
CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT
City of Tracy
State of California**

APPROVED BY THE CITY COUNCIL FOR THE CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT OF THE CITY OF TRACY, STATE OF CALIFORNIA ON THE _____ DAY OF _____.

ADRIANNE RICHARDSON
CITY CLERK
CITY OF TRACY

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Appendices

Appendix A – Improvement Areas by Zone

Appendix B – Consolidated Landscape Maintenance Map

Appendix C – Assessment Roll

INTRODUCTION

The City of Tracy (the "City"), is the second most populated city in San Joaquin County. The City population is approximately 90,000. Tracy is located inside a geographic triangle formed by Interstate 205 on the north side, Interstate 5 to the east, and Interstate 580 to the southwest; this has given rise to Tracy's motto, now recorded on the City's website: "Think Inside the Triangle".

Prior to Fiscal Year 2003/04, the City levied and managed three individual landscape maintenance districts identified as:

- Tracy Landscape and Lighting Assessment District 8501 formed in 1985;
- Tracy Landscape and Lighting Assessment District 8801 formed in 1988; and,
- Tracy Landscape and Lighting Assessment District 9802 formed in 1998.

Each of these original districts was formed with various Zones, and with specific areas of improvements. The parcels receiving benefit from those improvements have been assessed the costs of maintaining those improvements. At that time, the three original districts included thirty (30) different Zones. Each Zone included specific improvements that were installed as a condition of approval and the Zone improvements were maintained for the benefit of those properties.

In Fiscal Year 2003/04 the City consolidated the three existing districts into a single district pursuant to Section 22605 (d) of the 1972 Act and established the Tracy Consolidated Landscape Maintenance District. As part of the consolidation, the improvements associated with various Zones were closely evaluated and it was determined that in some areas, the special benefits to properties could be more refined by expanding the existing thirty (30) Zones to thirty-seven (37) Zones.

Several annexations have taken place over the subsequent years and there are now 41 Zones within the District. Each annexation was made pursuant to the 1972 Act and the substantive and procedural requirements of the Proposition 218.

As required by the Landscaping and Lighting Act of 1972, this Engineer's Report describes the improvements to be constructed, operated, maintained and serviced by the District for FY 2019-20, provides an estimated budget for the District, and lists the proposed assessments to be levied upon each assessable lot or parcel within the District. Following the approval of the preliminary report, either as submitted or as modified, the City Council will hold a Public Hearing to provide an opportunity for any interested person to be heard. All property owners must be noticed in accordance with Section 22626 of the Streets and Highways Code prior to the Public Hearing. At the conclusion of the Public Hearing, the City Council may adopt a resolution confirming the levy of assessments as originally proposed or as modified.

Following the adoption of this resolution, the final assessor's roll will be prepared and filed with the County Tax Collector's office to be included on the FY 2019-20 tax roll.

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Several annexations have taken place over the subsequent years and there are now 41 Zones within the District. Each annexation or new Zone was made pursuant to the 1972 Act and the substantive and procedural requirements of the Proposition 218.

IMPACTS OF PROPOSITION 218

On November 5, 1996 California voters approved Proposition 218 entitled "Right to Vote on Taxes Act" which added Article XIID to the California Constitution. While its title refers only to taxes, Proposition 218 establishes new procedural requirements for the formation and administration of assessment districts. Proposition 218 also requires that with certain specified exceptions, which are described below, all existing assessment districts must be ratified by the property owners within the District using the new procedures.

Some of these exceptions include:

- 1) Any assessment imposed exclusively to finance the capital cost or maintenance and operation expenses for streets.
- 2) Any assessments levied pursuant to a petition signed by the persons owning all of the parcels subject to the assessment at the time the assessment was initially imposed.

However, even if assessments are initially exempt from Proposition 218, if the assessments are increased in the future, the City will need to comply with the provisions of Proposition 218 for that portion of the increased assessment unless the increase in assessment was anticipated in the assessment formula (e.g., CPI increase).

Proposition 218 does not define this term "streets", however, following the passage of Proposition 218 based on conversations with other public agency officials, attorneys, assessment engineers and Senate Bill 919, we determined that "streets" include all public improvements located within the street right-of-way. This would include median and parkway landscaping, traffic signals, safety lighting and street lighting.

It was also determined that if assessments were imposed as a condition of development and property owners agreed to the imposition of assessments and subsequently signed a development agreement confirming so, then this would suffice for the requirement of signing a petition.

The more difficult question arose in those situations where the levy of assessments was imposed as a condition of approval for land development or subdivision where the property owner did not enter into a development agreement. In those cases, if the landscape, park, or street light facilities and the resulting assessment were a condition of the land development or subdivisions approval and the property owner acquiesces to the levy of assessment, it is reasoned that this was a functional equivalent of giving express consent or signing a petition requesting the imposition of the assessment. Even the Howard Jarvis Taxpayers' Association seems to tacitly support this conclusion in its "Statement of Drafters' Intent". When discussing the exemption for existing assessments imposed pursuant to a petition, the taxpayers' association said:

"This provision exempts most land secured financing arrangements used by developers."

Clearly acceptance of a condition of approval of a development or subdivision which requires that imposition of assessments is a common form of land secured financing used by developers to fund street lighting or landscape maintenance.



STATEMENT OF ASSESSMENT ENGINEER

Statement of Assessment Engineer

AGENCY: CITY OF TRACY

PROJECT: CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT

TO: THE CITY COUNCIL
CITY OF TRACY
STATE OF CALIFORNIA

ENGINEER'S REPORT FOR FISCAL YEAR 2019-20

The preparation of this Annual Engineer's Report ("Report") is in conformance with the obligation of the City Council for the Consolidated Landscape Maintenance District of the City of Tracy to provide landscape maintenance services upon each lot or parcel of land in the district in proportion to the estimated benefit to be received by each such lot or parcel of land for Fiscal Year 2019-20. Services will be provided through June 30, 2020.

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 Division 15 of the Streets and Highways Code of the State of California, commencing with Section 22500) ("Act"), Article XIID, Section 4(a) of the State of California Constitution, and in accordance with the City of Tracy's Resolution being adopted by the City Council for the Consolidated Landscape Maintenance District on the ____ day of _____, this Report has been ordered for:

CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT

(Hereinafter referred to as the "District"),

I, K. Dennis Klingelhofer, authorized representative of the District, the duly appointed Assessment Engineer submit the following Report which consists of the following six (6) parts and Appendices:

PART I

Plans and Specifications: Plans and specifications for the improvements are as set forth on the lists thereof, attached hereto, and are on file in the Office of the City Clerk and are incorporated herein by reference.

PART II

Estimate of Cost: An estimate of the costs of the proposed improvements, including incidental costs and expenses in connection therewith, is as set forth on the lists thereof, attached hereto, and are on file in the Office of the City Clerk and incorporated herein by reference.

PART III

Quantification of Benefit: The quantification of benefit identifies, separates and quantifies the general and special benefits received by each parcel in the District, for the services received and the improvements provided.

PART IV

Method of Assessment: The method of assessment indicates the proposed levy of the net amount of the costs and expenses of the improvements to be levied upon the parcels of land within the District, in proportion to the estimated benefits to be received by such parcels.

PART V

Assessment Diagram: The diagram of the district and zone boundaries showing the exterior boundaries of the Assessment District and all Zones, and the lines and dimensions of each lot or parcel of land within the Assessment District. The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions shown on the maps of the Assessor of the County of San Joaquin for the fiscal year to which this Report applies. The Assessor's maps and records are incorporated by reference herein and made part of this Report. Appendix A describes the Improvement Areas of the District by Zone. Appendix B provides the Consolidated Landscape Maintenance District Map.

PART VI

Assessment Roll: An assessment of the estimated cost of the improvements on each benefiting lot or parcel of land within the District. The proposed Assessment Roll using the Fiscal Year 2019-20 assessment rates are included in this Report as Appendix C.

Appendices

Appendix A – Improvement Areas by Zone

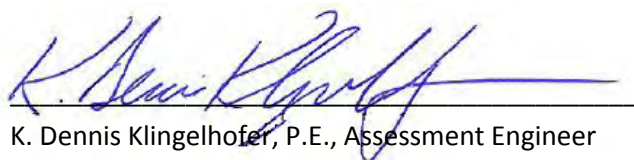
Appendix B – Consolidated Landscape Maintenance District Map

Appendix C – Assessment Roll

In conclusion, it is my opinion that the costs and expenses of the District have been assessed to the lots and parcels within the boundaries of the District in proportion to the estimated benefits to be received by each lot or parcel from the services provided.

DATED this 20th day of June, 2019

 **Harris & Associates**



K. Dennis Klingelhofer, P.E., Assessment Engineer
R.C.E. No. 50255
Engineer of Work

PART I – PLANS AND SPECIFICATIONS

The facilities, which have been constructed within the City of Tracy, and those which may be subsequently constructed, will be operated, serviced and maintained as generally described below:

**DESCRIPTION OF IMPROVEMENTS
FOR THE CITY OF TRACY
CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT
FISCAL YEAR 2019-20**

The District and assessments provide for the continued maintenance, servicing, administration and operation of specific landscaped areas and associated appurtenances for each of the forty-one (41) Zones in the District. It has been determined that the assessed parcels within each Zone receive special benefits from various landscape improvements that may include, but are not limited to: ground cover, turf, shrubs, trees, irrigation systems, drainage and electrical systems, masonry walls or other fencing, entryway monuments or other ornamental structures, recreational equipment, hardscapes and any associated appurtenances within medians, parkways, dedicated easements, channel-ways, parks or open space areas within each Zone. Services provided include the necessary operations, administration, and maintenance required to keep the improvements in a healthy, vigorous, and satisfactory condition or is necessary or convenient for the maintenance of the improvements. The continued maintenance of these improvements shall be budgeted and reviewed each fiscal year and fully or partially funded through the annual assessments. A listing of the improvement areas associated with each Zone is shown in Appendix A.

All assessable parcels identified as being within each Zone share in both the cost and the benefits of the improvements. The costs and expenses associated with the improvements in each Zone are equitably spread among all benefitting parcels within that Zone and only parcels that receive special benefit from the improvements are assessed in proportion to benefit received. The funds collected from the assessments are dispersed and used for the services and operations provided within the District. Properties receive the following special benefits from the District landscape improvements:

- Enhanced desirability of properties through association with the improvements and the aesthetic value of green space within the area.
- Improved aesthetic appeal of properties providing a positive representation of the area.
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping.
- Environmental enhancement through improved erosion resistance, dust and debris control and reduced noise and air pollution.
- Increased sense of pride in ownership of property resulting from well-maintained improvements associated with the properties.
- Reduced vandalism and criminal activity resulting from well-maintained surroundings and amenities.
- The special enhancements of the properties that results from the above benefits.

The proposed budgets and maintenance costs for various Zones may include the following long-term cyclical maintenance programs:

1. Tree Maintenance Programs (Arterial, Parkway Street and Park Tree Maintenance);
2. Streetscape Revitalization and Rehabilitation Program and;
3. Park Rehabilitation and Renovation Program.

The total amount to provide these programs in each Zone where these services apply is greater than can be conveniently raised from a single annual assessment and the estimated costs of these programs for each Zone shall be raised and collected in installments as part of the annual assessments. The individual Budget pages for each Zone detail the amounts collected and/or expended each year.

The City developed these programs to fund periodic and programmed maintenance, renovation, rehabilitation, replacement and revitalization of District improvements. The City has carefully reviewed each of the associated program costs and the corresponding collection of funds has been proportionately spread to each parcel based on special benefits received from the services to be rendered within their Zone over an extended period.

Tree Maintenance Program

The Tree Maintenance program may include both routine and emergency maintenance for the District trees, whether those trees are along streets or within parks. In the Zones assessed for this program, the following may apply:

1. Parkway street-tree maintenance, targets the trees associated with individual properties within the District installed by the City or developer that are located in the public right-of-way or City easement which the District is responsible for maintaining. This program addresses two specific maintenance issues:
 - Regular trimming and pruning of the street-trees. This program is designed to trim and prune all street-trees within the applicable Zones on a five to seven year rotation or as needed to ensure the health and growth of the trees.
 - Removal and replacement of the street-trees. The program provides for the removal and replacement of damaged or diseased trees as needed, or removal of trees whose growth has, or will potentially cause damage to existing structures such as underground utilities or sidewalks. This program may also include the replacement or repair of surrounding City improvements as needed.
2. Arterial-tree maintenance, targets the trees associated with the parkways and medians on the arterial streets adjacent to or surrounding the Zones. Similar to the parkway street-tree program, this program addresses two specific maintenance issues:
 - Regular trimming and pruning of the arterial-trees, which includes trimming and pruning of the arterial-trees as needed to ensure the health and growth of the trees.
 - Removal and replacement of the arterial-trees, including the removal or replacement of damaged or diseased trees as needed, or removal of trees whose growth has or will potentially cause damage to existing landscape improvements, sidewalks or curbs. This program may include the replacement or repair of surrounding City improvements as needed.

3. Park-tree maintenance, targets the trees within the various Parks of the District/Zones. Similar to the parkway and arterial street-tree program, this program addresses two specific maintenance issues:
 - Regular trimming and pruning of the Park-trees, which includes trimming and pruning of the trees as needed to ensure the health and growth of the trees.
 - Removal and replacement of the Park-trees, including the removal or replacement of damaged or diseased trees, or removal of trees whose growth has or will potentially cause damage to existing landscape improvements, sidewalks or curbs. This program may include the replacement or repair of surrounding City improvements as needed.

Assessments for the tree maintenance program shall be collected from only those parcels and Zones identified as receiving special benefit from each of the specific services provided. Each parcel within the District that benefits from the various tree maintenance services is assessed on an annual installment basis to meet its proportional share of the cost and expenses associated with the tree maintenance, which is planned every five years.

Landscaping Improvements

The Tree Maintenance program may include both routine and emergency maintenance for the District trees, whether those trees are along streets or within parks. In the Zones assessed for this program, the following may apply:

1. Parkway street-tree maintenance, targets the trees associated with individual properties within the District installed by the City or developer that are located in the public right-of-way or City easement which the District is responsible for maintaining. This program addresses two specific maintenance issues:
 - Regular trimming and pruning of the street-trees. This program is designed to trim and prune all street-trees within the applicable Zones on a five to seven year rotation or as needed to ensure the health and growth of the trees.
 - Removal and replacement of the street-trees. The program provides for the removal and replacement of damaged or diseased trees as needed, or removal of trees whose growth has, or will potentially cause damage to existing structures such as underground utilities or sidewalks. This program may also include the replacement or repair of surrounding City improvements as needed.
2. Arterial-tree maintenance, targets the trees associated with the parkways and medians on the arterial streets adjacent to or surrounding the Zones. Similar to the parkway street-tree program, this program addresses two specific maintenance issues:
 - Regular trimming and pruning of the arterial-trees, which includes trimming and pruning of the arterial-trees as needed to ensure the health and growth of the trees.
 - Removal and replacement of the arterial-trees, including the removal or replacement of damaged or diseased trees as needed, or removal of trees whose growth has or will potentially cause damage to existing landscape improvements, sidewalks or curbs. This program may include the replacement or repair of surrounding City improvements.

3. Park-tree maintenance, targets the trees within the various Parks of the District/Zones. Similar to the parkway and arterial street-tree program, this program addresses two specific maintenance issues:
 - Regular trimming and pruning of the Park-trees, which includes trimming and pruning of the trees as needed to ensure the health and growth of the trees.
 - Removal and replacement of the Park-trees, including the removal or replacement of damaged or diseased trees as needed, or removal of trees whose growth has or will potentially cause damage to existing landscape improvements, sidewalks or curbs. This program may include the replacement or repair of surrounding City improvements as needed.

Assessments for the tree maintenance program shall be collected from only those parcels and Zones identified as receiving special benefit from each of the specific services provided. Each parcel within the District that benefits from the various tree maintenance services is assessed on an annual installment basis to meet its proportional share of the cost and expenses associated with the tree maintenance, which is planned every five years.

Streetscape Revitalization and Rehabilitation Program

The Streetscape Revitalization and Rehabilitation program includes, but is not limited to the following and may include routine or emergency maintenance.

1. Removal or replacement of existing dead/dying plant materials within the medians and parkway-landscaped areas.
2. Removal of existing plant materials and replacement with new plant material or non-plant materials within the medians and parkway-landscaped areas.
3. Upgrades or renovation to the irrigation or drainage systems, electrical systems or water meters, hardscape improvements associated with the landscaping such as fencing, sidewalks and curbs, stamped concrete or soil.

Assessments for the streetscape program shall be collected from only those parcels and Zones identified as receiving special benefit from parkway and median landscaped areas. Each parcel within the District that benefits from the streetscape revitalization and rehabilitation services is assessed on an annual installment basis to meet its proportional share of the cost and expenses associated with the program, which is planned every ten years. This program is designed to ensure the long-term maintenance of all streetscape landscaping within the District.

Park Rehabilitation and Renovation Program

There are specific costs associated the annual and regular maintenance of park improvements and facilities which are included in the annual maintenance expenses of those Zones that benefit from the parks associated with that Zone. However, the cost of periodically repairing, replacing and upgrading the landscaping and facilities within these parks cannot be reasonably collected in a single annual assessment. Therefore, the City has established a long-term park rehabilitation and renovation program that includes the design repair and reconstruction of parks within the District.

The program anticipates revitalization design in the 13th year of a park's life, with the revitalization occurring in the 15th year. Each parcel within the District that benefits from the park rehabilitation and renovation services is assessed on an annual installment basis to meet its proportional share of the cost and expenses associated with the program.

The costs of providing for the annual and regular maintenance of the landscape improvements as well as the long-term maintenance programs for the District have been identified as a special benefit to properties within the District. Although the location of the improvements may be visible to properties outside the District or to the public at large, the improvements have been installed and are maintained for the benefit of properties within the District and there is no quantifiable general benefit from the improvements except for portions of the costs associated with the maintenance of the Channel-ways and the landscaped areas on Eleventh Street generally between Lammers Road and the Railroad Tracks east of Corral Hollow Road. These specific improvement areas benefit both properties within the adjacent Zones as well as properties that are not within the District and it has been determined that the City will contribute funds to the District for the maintenance of these areas.

The assessments and Method of Assessment described in this Report utilizes commonly accepted assessment engineering practices and have been established pursuant to the 1972 Act and the provisions of the Proposition 218. The assessment amount for each Zone is based only on the services and improvements associated with that Zone. All assessments are apportioned based upon the special benefit received by the properties within each Zone and are over and above any general benefit conferred on the public at large. Any new or increased assessments will be subject to the substantive and procedural requirements of the Proposition 218. Property owner ballot proceedings are not required if the proposed annual assessment rate is less than or equal to the maximum assessment rate previously approved for each of the Zones.

In any given fiscal year, if the assessment revenue will not allow for full maintenance service in a particular Zone, City staff will determine the scope of work for each Zone as assessment revenues allow, and any necessary reductions in the scope of work will likely include, but not be limited to, the reduction or elimination of the long-term renovation and rehabilitation programs and some or all of the following:

Turf Areas

- Reduced frequency of mowing and edging turf areas. Full scope includes mowing and edging turf areas regularly.
- No fertilization. Full scope includes fertilization multiple times a year. Limited/elimination of weed control.
- Limited/elimination of aeration.

Ground Cover/Shrub Areas

- Limited/elimination of emergent weed control. No fertilization.
- Limited/elimination of mowing or removal of dead plants and leaves.
- Limited/elimination of vine trimming.

General Landscaping

- Limited/elimination of removal of tree stakes and ties. Limited/elimination of trash pick-up in landscaping areas.
- Limited/elimination of weed and litter control for gutters, curbs, parking lots and walkways and adjacent to contract areas.
- Administration and operations of the landscaping Zones.

The proposed assessments described in this Report are based on the estimated costs associated with the regular annual maintenance, operation and servicing of landscape improvements within each Zone. The total cost of these improvements are proportionately spread to only the properties within each respective Zone based on a method of apportionment that reflects the direct and proportional special benefits to each property. In addition to the regular annual maintenance of the landscape improvements, various Zone budgets include the collection of funds associated with specific long-term maintenance and rehabilitation programs identified as: Tree Maintenance Programs; Streetscape Revitalization and Rehabilitation Program; and Park Rehabilitation and Renovation Program. The funds collected for these programs are proportionally collected from only those Zones for which these programs are provided.

The word “parcel”, for the purposes of this Report, refers to an individual property assigned its own Assessment Parcel Number by the San Joaquin County Assessor’s Office. The San Joaquin County Auditor/Controller uses Assessment Parcel Numbers and specific Fund Numbers to identify, on the tax roll, properties assessed for special district benefit assessments.

PART II – ESTIMATE OF COSTS

The estimated costs of maintenance and servicing the improvements for the District as described in Part B, Plans and Specifications, for each Zone are summarized in the Zone budget tables on pages 15-55. A summary table of consolidated costs for all 41 Zones in the District is provided on page 56 of this Report.

The following is a description of the budget items including maintenance, replacement, power costs for supplying electrical energy for the illumination of the decorative lights, irrigation systems, City administrative and personnel services for the annual administration, San Joaquin County costs related to placing assessments onto the tax roll, and any Reserve collections.

Description of Budget Items

Long-Term Cyclical Maintenance. Includes the following:

- Streetscape Revitalization & Rehabilitation. This represents the zone's annual installment for participation in the Streetscape Revitalization and Rehabilitation program.
- Arterial Street Tree Maintenance. This represents the zone's annual installment for participation in the Arterial Street Tree Maintenance program.
- Street Tree Maintenance. This represents the zone's annual installment for participation in the Street Tree Maintenance program.
- Park Tree Maintenance. This represents the zone's annual installment for participation in the Tree Maintenance program, specific to Parks.
- Park Rehabilitation & Renovation. This represents the zone's annual installment for participation in the Park Rehabilitation and Renovation program.

Maintenance Contracts. Includes all regularly scheduled labor, material, e.g. fertilizer, insecticides, etc., and equipment required to properly maintain and ensure the satisfactory condition of all landscaping, irrigation and drainage systems, and appurtenant facilities.

Utilities. The cost of water, sewer and electrical utilities necessary to maintain improvements within the Zones.

Supplies. Includes supplies and replacement of facilities and/or equipment used by City personnel for the maintenance and administration of the improvements (e.g. City maintenance trucks), and training and licenses.

Field & Supervisory Personnel. The cost associated to the staff of the City for providing non-scheduled repairs, graffiti removal and other services, operations and maintenance of the improvements within the Zones.

LMD Administration. The costs of contracting with professionals to provide services specific to the levy administration, including preparation of the Engineer's Report, resolutions, and levy submittal to the County. These fees can also include any additional administrative, legal, or engineering services specific to the District such as the cost to prepare and mail notices of the public meeting and hearing.

Indirect Costs. Includes other tree maintenance and waste disposal cost, incidental costs and expenses of the City associated with the operation and administration of the District and the cost of maintenance, services and incidentals not included above.

County Collection Fee. The cost to the Consolidated District for the County to collect the assessments on the property tax bills. Cost is the lesser of \$3.00 per parcel or 1% of the total amount placed onto the tax roll.

Capital Improvement Projects. These costs include the long-term replacement costs of improvements that cannot be paid for during a single fiscal year. Funds are collected over several years to pay for those replacement costs.

Zone Reserve Adjustments. Each Zone has its own Reserve Fund and monies are used from the Reserve Funds to reduce assessment amounts to individual parcels or to contribute to the Zone Reserve Funds, whether Operating Reserves or Capital Reserves.

Gas Tax Support. Proceeds allocated to the City per Proposition K, Special Transportation Tax that can be utilized for maintenance expenses in zones where the City maintains the arterial, median and right-of-way landscaping.

General Fund Support. Represents the City's contribution to the Zones for any general benefit that the improvements within the Zones may have impact on other properties or the public at large.

Drainage Fund Support. Represents the City's contribution to the Zones for any channel way that the improvements within the Zones may have impact on other properties or the public at large.

Balance to Levy. This is the total amount to be levied and collected through assessments for the current fiscal year. It represents the sum of Total Expenses and Other Revenues subtracting the General Fund Support and the Drainage Fund Support.

Variance. A variance may be seen between the Levy per EDU and the Maximum Levy per EDU. The variance occurs because the Special Assessments required to meet expenses for the current fiscal year are below the maximum level. The Maximum Levy per EDU is based upon the total expenses for all improvements both existing and those planned for the future.

Total Parcels Levied. The total number of parcels within the Zones that will receive the special benefits during the current fiscal year.

Total EDUs. The total Equivalent Dwelling Units within the Zones applied to the parcels described above.

Proposed Levy per EDU. This amount represents the rate being applied to each parcel's individual EDU. The Levy per EDU is the result of dividing the "Special Assessment to Levy" by the Total EDUs of the Zones for the fiscal year. This rate is rounded to the nearest even pennies.

Maximum Levy per EDU. This is the rate per EDU approved by property owners within the Zone, in accordance with Proposition 218, adjusted for inflation as described in the Method of Apportionment. This rate is rounded to the nearest pennies.

Budget Tables

Budget tables for each zone and a summary table for the District are presented on the following pages. The following footnotes apply to all the Budgets:

1. Direct Costs for 2020-21 and 2021-22 are equal to the current year's amount plus 3% escalation to account for inflation. This is shown as an estimate only.
2. Administration Costs for 2020-21 and 2021-22 are equal to the current year's amount plus 3% escalation to account for inflation, except for the County Collection Fee, which is equal to the lesser of \$3 per parcel or 1% of the levy amount, and the LMD Administration, which has no built-in escalation factor.
3. Levy Adjustments for 2020-21 and 2021-22 are equal to the current year's amount plus 3% escalation to account for inflation, except for the Zone Reserve Adjustments, which equals the amount necessary to maintain the assessment rate that is at or below the maximum allowable assessment rate for that year. Also, the Gas Tax will be eliminated for the 2020-21 and 2021-22 fiscal years.
4. The Maximum Assessment Rate for 2020-21 and 2021-22 are equal to the current year's Maximum Assessment Rate, plus 3% escalation for inflation. The actual escalation rate is based upon the June CPI and is calculated each year.
5. The Beginning Fund Balances shown on each Budget page includes both the Operating and Cyclical Reserve amounts.



City of Tracy			
Consolidated Landscape Maintenance District			
Proposed Budget for Fiscal Year 2019-20			
Zone 1			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$10,672	\$10,992	\$11,322
Contracted Services - 5200	\$22,992	\$23,681	\$24,392
Materials - 5300	\$411	\$424	\$437
Capital Projects - 5600	<u>\$1,205</u>	<u>\$1,241</u>	<u>\$1,278</u>
TOTAL DIRECT	\$35,280	\$36,339	\$37,429
ADMINISTRATION COSTS ²			
Overhead - 5900	\$2,620	\$2,698	\$2,779
LMD Administration	\$690	\$690	\$690
Internal Services - 5400	\$1,261	\$1,299	\$1,338
County Collection Fee	<u>\$295</u>	<u>\$295</u>	<u>\$295</u>
TOTAL ADMINISTRATION	\$4,866	\$4,982	\$5,102
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$40,146	\$41,321	\$42,531
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	(\$510)	(\$494)	(\$473)
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	(\$146)	(\$151)	(\$155)
Storm Drain Fund - 101	<u>(\$890)</u>	<u>(\$917)</u>	<u>(\$944)</u>
TOTAL ADJUSTMENTS	(\$1,546)	(\$1,562)	(\$1,573)
Balance to Levy	\$38,600	\$39,759	\$40,958
Total Revenue at Maximum Rate	\$38,607	\$39,765	\$40,958
Variance above/(below) Maximum Revenue	(\$7)	(\$6)	\$0
DISTRICT STATISTICS			
Total Parcels	294	294	294
Total Parcels Levied	294	294	294
Total EDUs	617.00	617.00	617.00
Total EDUs Levied	617.00	617.00	617.00
Proposed Levy per EDU	\$62.56	\$64.44	\$66.38
Max Levy per EDU ⁴	\$62.57	\$64.45	\$66.38
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$67,555	\$68,058	\$68,584
Reserve Fund Adjustment	(\$510)	(\$494)	(\$473)
Interest (1.5%)	<u>\$1,013</u>	<u>\$1,021</u>	<u>\$1,029</u>
Projected Reserve Fund Balance at End of Year	\$68,058	\$68,584	\$69,140



City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2019-20			
Zone 2			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$2,244	\$2,311	\$2,381
Contracted Services - 5200	\$6,771	\$6,974	\$7,183
Materials - 5300	\$87	\$89	\$92
Capital Projects - 5600	<u>\$253</u>	<u>\$261</u>	<u>\$269</u>
TOTAL DIRECT	\$9,355	\$9,636	\$9,925
ADMINISTRATION COSTS ²			
Overhead - 5900	\$551	\$567	\$584
LMD Administration	\$133	\$133	\$133
Internal Services - 5400	\$265	\$273	\$281
County Collection Fee	<u>\$92</u>	<u>\$92</u>	<u>\$92</u>
TOTAL ADMINISTRATION	\$1,042	\$1,066	\$1,091
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$10,397	\$10,702	\$11,016
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	\$0	\$0	\$0
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	(\$487)	(\$502)	(\$517)
Storm Drain Fund - 101	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADJUSTMENTS	(\$487)	(\$502)	(\$517)
Balance to Levy	\$9,910	\$10,200	\$10,500
Total Revenue at Maximum Rate	\$11,674	\$12,024	\$12,385
Variance above/(below) Maximum Revenue	(\$1,764)	(\$1,824)	(\$1,885)
DISTRICT STATISTICS			
Total Parcels	125	125	125
Total Parcels Levied	125	125	125
Total EDUs	125.00	125.00	125.00
Total EDUs Levied	125.00	125.00	125.00
Proposed Levy per EDU	\$79.28	\$81.60	\$84.00
Max Levy per EDU ⁴	\$93.39	\$96.19	\$99.08
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$19,918	\$20,217	\$20,520
Reserve Fund Adjustment	\$0	\$0	\$0
Interest (1.5%)	<u>\$299</u>	<u>\$303</u>	<u>\$308</u>
Projected Reserve Fund Balance at End of Year	\$20,217	\$20,520	\$20,828



City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2019-20			
Zone 3			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$146,423	\$150,815	\$155,340
Contracted Services - 5200	\$165,439	\$170,402	\$175,514
Materials - 5300	\$9,279	\$9,557	\$9,844
Capital Projects - 5600	<u>\$16,530</u>	<u>\$17,026</u>	<u>\$17,537</u>
TOTAL DIRECT	\$337,671	\$347,801	\$358,235
ADMINISTRATION COSTS ²			
Overhead - 5900	\$35,941	\$37,019	\$38,130
LMD Administration	\$8,694	\$8,694	\$8,694
Internal Services - 5400	\$17,307	\$17,826	\$18,361
County Collection Fee	<u>\$3,563</u>	<u>\$3,563</u>	<u>\$3,563</u>
TOTAL ADMINISTRATION	\$65,504	\$67,101	\$68,747
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$403,174	\$414,902	\$426,981
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	\$17,084	\$17,964	\$18,871
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	(\$17,115)	(\$17,628)	(\$18,157)
Storm Drain Fund - 101	<u>(\$3,703)</u>	<u>(\$3,814)</u>	<u>(\$3,929)</u>
TOTAL ADJUSTMENTS	(\$3,734)	(\$3,478)	(\$3,215)
Balance to Levy	\$399,440	\$411,423	\$423,766
Total Revenue at Maximum Rate	\$399,440	\$411,423	\$423,766
Variance above/(below) Maximum Revenue	\$0	\$0	\$0
DISTRICT STATISTICS			
Total Parcels	2,301	2,301	2,301
Total Parcels Levied	2,301	2,301	2,301
Total EDUs	2,878.02	2,878.02	2,878.02
Total EDUs Levied	2,878.02	2,878.02	2,878.02
Proposed Levy per EDU	\$138.79	\$142.95	\$147.24
Max Levy per EDU ⁴	\$138.79	\$142.95	\$147.24
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$622,869	\$649,296	\$677,000
Reserve Fund Adjustment	17,084	17,964	18,871
Interest (1.5%)	<u>9,343</u>	<u>9,739</u>	<u>10,155</u>
Projected Reserve Fund Balance at End of Year	\$649,296	\$677,000	\$706,026



City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2019-20			
Zone 4			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$74	\$77	\$79
Contracted Services - 5200	\$165	\$170	\$175
Materials - 5300	\$3	\$3	\$3
Capital Projects - 5600	<u>\$8</u>	<u>\$9</u>	<u>\$9</u>
TOTAL DIRECT	\$250	\$258	\$266
ADMINISTRATION COSTS ²			
Overhead - 5900	\$18	\$19	\$19
LMD Administration	\$5	\$5	\$5
Internal Services - 5400	\$9	\$9	\$9
County Collection Fee	<u>\$3</u>	<u>\$3</u>	<u>\$3</u>
TOTAL ADMINISTRATION	\$35	\$36	\$36
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$285	\$293	\$302
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	(\$268)	(\$268)	(\$268)
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	(\$17)	(\$18)	(\$18)
Storm Drain Fund - 101	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADJUSTMENTS	(\$285)	(\$286)	(\$286)
Balance to Levy	\$0	\$0	\$0
Total Revenue at Maximum Rate	\$19,403	\$19,985	\$20,585
Variance above/(below) Maximum Revenue	(\$19,403)	(\$19,985)	(\$20,585)
DISTRICT STATISTICS			
Total Parcels	144	144	144
Total Parcels Levied	144	144	144
Total EDUs	144.00	144.00	144.00
Total EDUs Levied	144.00	144.00	144.00
Proposed Levy per EDU	\$0.00	\$0.00	\$0.00
Max Levy per EDU ⁴	\$134.74	\$138.79	\$142.95
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$9,727	\$9,605	\$9,481
Reserve Fund Adjustment	(\$268)	(\$268)	(\$268)
Interest (1.5%)	<u>\$146</u>	<u>\$144</u>	<u>\$142</u>
Projected Reserve Fund Balance at End of Year	\$9,605	\$9,481	\$9,356



City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2019-20			
Zone 5			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$0	\$0	\$0
Contracted Services - 5200	\$0	\$0	\$0
Materials - 5300	\$0	\$0	\$0
Capital Projects - 5600	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL DIRECT	\$0	\$0	\$0
ADMINISTRATION COSTS ²			
Overhead - 5900	\$0	\$0	\$0
LMD Administration	\$18	\$18	\$18
Internal Services - 5400	\$0	\$0	\$0
County Collection Fee	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADMINISTRATION	\$18	\$18	\$18
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$18	\$18	\$18
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	(\$18)	(\$18)	(\$18)
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	\$0	\$0	\$0
Storm Drain Fund - 101	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADJUSTMENTS	(\$18)	(\$18)	(\$18)
Balance to Levy	\$0	\$0	\$0
Total Revenue at Maximum Rate	\$9,297	\$9,576	\$9,864
Variance above/(below) Maximum Revenue	(\$9,297)	(\$9,576)	(\$9,864)
DISTRICT STATISTICS			
Total Parcels	69	69	69
Total Parcels Levied	69	69	69
Total EDUs	69.00	69.00	69.00
Total EDUs Levied	69.00	69.00	69.00
Proposed Levy per EDU	\$0.00	\$0.00	\$0.00
Max Levy per EDU ⁴	\$134.74	\$138.79	\$142.95
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$21,394	\$21,734	\$22,041
Reserve Fund Adjustment	\$18	(\$18)	(\$18)
Interest (1.5%)	<u>\$321</u>	<u>\$326</u>	<u>\$331</u>
Projected Reserve Fund Balance at End of Year	\$21,734	\$22,041	\$22,354



City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2019-20			
Zone 6			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$0	\$0	\$0
Contracted Services - 5200	\$0	\$0	\$0
Materials - 5300	\$0	\$0	\$0
Capital Projects - 5600	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL DIRECT	\$0	\$0	\$0
ADMINISTRATION COSTS ²			
Overhead - 5900	\$0	\$0	\$0
LMD Administration	\$4	\$4	\$4
Internal Services - 5400	\$0	\$0	\$0
County Collection Fee	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADMINISTRATION	\$4	\$4	\$4
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$4	\$4	\$4
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	(\$4)	(\$4)	(\$4)
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	\$0	\$0	\$0
Storm Drain Fund - 101	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADJUSTMENTS	(\$4)	(\$4)	(\$4)
Balance to Levy	\$0	\$0	\$0
Total Revenue at Maximum Rate	\$6,043	\$6,225	\$6,411
Variance above/(below) Maximum Revenue	(\$6,043)	(\$6,225)	(\$6,411)
DISTRICT STATISTICS			
Total Parcels	2	2	2
Total Parcels Levied	2	2	2
Total EDUs	44.85	44.85	44.85
Total EDUs Levied	44.85	44.85	44.85
Proposed Levy per EDU	\$0.00	\$0.00	\$0.00
Max Levy per EDU ⁴	\$134.74	\$138.79	\$142.95
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$14,794	\$15,012	\$15,233
Reserve Fund Adjustment	(\$4)	(\$4)	(\$4)
Interest (1.5%)	<u>\$222</u>	<u>\$225</u>	<u>\$228</u>
Projected Reserve Fund Balance at End of Year	\$15,012	\$15,233	\$15,458



City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2019-20			
Zone 7			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$117,563	\$0	\$0
Contracted Services - 5200	\$170,658	\$175,777	\$181,051
Materials - 5300	\$177,170	\$182,485	\$187,960
Capital Projects - 5600	<u>\$13,271</u>	<u>\$13,669</u>	<u>\$14,079</u>
TOTAL DIRECT	\$478,661	\$371,932	\$383,089
ADMINISTRATION COSTS ²			
Overhead - 5900	\$28,854	\$29,720	\$30,612
LMD Administration	\$6,422	\$6,422	\$6,422
Internal Services - 5400	\$13,894	\$14,311	\$14,740
County Collection Fee	<u>\$2,138</u>	<u>\$2,138</u>	<u>\$2,138</u>
TOTAL ADMINISTRATION	\$51,309	\$52,591	\$53,912
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$529,970	\$424,523	\$437,001
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	(\$291,638)	(\$179,041)	(\$184,155)
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	(\$15,447)	(\$15,910)	(\$16,388)
Storm Drain Fund - 101	<u>(\$2,648)</u>	<u>(\$2,728)</u>	<u>(\$2,809)</u>
TOTAL ADJUSTMENTS	(\$309,733)	(\$197,679)	(\$203,352)
Balance to Levy	\$220,237	\$226,844	\$233,649
Total Revenue at Maximum Rate	\$220,237	\$226,844	\$233,649
Variance above/(below) Maximum Revenue	\$0	(\$0)	(\$0)
DISTRICT STATISTICS			
Total Parcels	1,172	1,172	1,172
Total Parcels Levied	1,172	1,172	1,172
Total EDUs	1,273.34	1,273.34	1,273.34
Total EDUs Levied	1,273.34	1,273.34	1,273.34
Proposed Levy per EDU	\$172.96	\$178.15	\$183.49
Max Levy per EDU ⁴	\$172.96	\$178.15	\$183.49
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$584,688	\$301,820	\$127,307
Reserve Fund Adjustment	(\$291,638)	(\$179,041)	(\$184,155)
Interest (1.5%)	<u>\$8,770</u>	<u>\$4,527</u>	<u>\$1,910</u>
Projected Reserve Fund Balance at End of Year	\$301,820	\$127,307	(\$54,939)



City of Tracy			
Consolidated Landscape Maintenance District			
Proposed Budget for Fiscal Year 2019-20			
Zone 8			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$28,243	\$29,090	\$29,963
Contracted Services - 5200	\$40,886	\$42,112	\$43,376
Materials - 5300	\$1,089	\$1,122	\$1,155
Capital Projects - 5600	<u>\$3,188</u>	<u>\$3,284</u>	<u>\$3,383</u>
TOTAL DIRECT	\$73,406	\$75,608	\$77,877
ADMINISTRATION COSTS ²			
Overhead - 5900	\$6,932	\$7,140	\$7,355
LMD Administration	\$1,399	\$1,399	\$1,399
Internal Services - 5400	\$3,338	\$3,438	\$3,541
County Collection Fee	<u>\$367</u>	<u>\$367</u>	<u>\$367</u>
TOTAL ADMINISTRATION	\$12,036	\$12,345	\$12,662
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$85,443	\$87,953	\$90,538
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	(\$44,769)	(\$46,059)	(\$47,388)
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	(\$2,264)	(\$2,332)	(\$2,402)
Storm Drain Fund - 101	<u>(\$531)</u>	<u>(\$547)</u>	<u>(\$564)</u>
TOTAL ADJUSTMENTS	(\$47,564)	(\$48,938)	(\$50,353)
Balance to Levy	\$37,878	\$39,015	\$40,185
Total Revenue at Maximum Rate	\$37,878	\$39,015	\$40,185
Variance above/(below) Maximum Revenue	\$0	\$0	\$0
DISTRICT STATISTICS			
Total Parcels	219	219	219
Total Parcels Levied	219	219	219
Total EDUs	219.00	219.00	219.00
Total EDUs Levied	219.00	219.00	219.00
Proposed Levy per EDU	\$172.96	\$178.15	\$183.49
Max Levy per EDU ⁴	\$172.96	\$178.15	\$183.49
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	(\$92,484)	(\$137,253)	(\$183,312)
Reserve Fund Adjustment	(\$44,769)	(\$46,059)	(\$47,388)
Interest (1.5%)	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Projected Reserve Fund Balance at End of Year	(\$137,253)	(\$183,312)	(\$230,699)



City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2019-20			
Zone 9			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$193,299	\$199,098	\$205,071
Contracted Services - 5200	\$234,609	\$241,647	\$248,897
Materials - 5300	\$7,719	\$7,951	\$8,189
Capital Projects - 5600	<u>\$21,822</u>	<u>\$22,477</u>	<u>\$23,151</u>
TOTAL DIRECT	\$457,449	\$471,173	\$485,308
ADMINISTRATION COSTS ²			
Overhead - 5900	\$47,447	\$48,871	\$50,337
LMD Administration	\$10,926	\$10,926	\$10,926
Internal Services - 5400	\$22,847	\$23,533	\$24,239
County Collection Fee	<u>\$3,663</u>	<u>\$3,663</u>	<u>\$3,663</u>
TOTAL ADMINISTRATION	\$84,883	\$86,992	\$89,164
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$542,332	\$558,165	\$574,472
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	(\$138,557)	(\$142,276)	(\$146,107)
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	(\$18,876)	(\$19,442)	(\$20,025)
Storm Drain Fund - 101	<u>(\$6,203)</u>	<u>(\$6,389)</u>	<u>(\$6,581)</u>
TOTAL ADJUSTMENTS	(\$163,636)	(\$168,108)	(\$172,713)
Balance to Levy	\$378,696	\$390,057	\$401,759
Total Revenue at Maximum Rate	\$378,696	\$390,057	\$401,759
Variance above/(below) Maximum Revenue	\$0	\$0	\$0
DISTRICT STATISTICS			
Total Parcels	2,368	2,368	2,368
Total Parcels Levied	2,368	2,368	2,368
Total EDUs	2,441.78	2,441.78	2,441.78
Total EDUs Levied	2,441.78	2,441.78	2,441.78
Proposed Levy per EDU	\$155.09	\$159.74	\$164.53
Max Levy per EDU ⁴	\$155.09	\$159.74	\$164.53
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$185,315	\$49,538	(\$91,996)
Reserve Fund Adjustment	(\$138,557)	(\$142,276)	(\$146,107)
Interest (1.5%)	<u>\$2,780</u>	<u>\$743</u>	<u>(\$1,380)</u>
Projected Reserve Fund Balance at End of Year	\$49,538	(\$91,996)	(\$239,482)



City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2019-20			
Zone 10			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$96,102	\$98,985	\$101,955
Contracted Services - 5200	\$130,292	\$134,200	\$138,226
Materials - 5300	\$4,496	\$4,631	\$4,770
Capital Projects - 5600	<u>\$10,849</u>	<u>\$11,175</u>	<u>\$11,510</u>
TOTAL DIRECT	\$241,739	\$248,991	\$256,461
ADMINISTRATION COSTS ²			
Overhead - 5900	\$23,589	\$24,297	\$25,026
LMD Administration	\$5,550	\$5,550	\$5,550
Internal Services - 5400	\$11,359	\$11,700	\$12,051
County Collection Fee	<u>\$948</u>	<u>\$948</u>	<u>\$948</u>
TOTAL ADMINISTRATION	\$41,446	\$42,495	\$43,574
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$283,185	\$291,486	\$300,035
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	(\$70,422)	(\$72,339)	(\$74,315)
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	(\$8,292)	(\$8,541)	(\$8,797)
Storm Drain Fund - 101	<u>(5,457)</u>	<u>(5,621)</u>	<u>(5,789)</u>
TOTAL ADJUSTMENTS	(\$84,171)	(\$86,501)	(\$88,902)
Balance to Levy	\$199,014	\$204,984	\$211,134
Total Revenue at Maximum Rate	\$199,014	\$204,984	\$211,134
Variance above/(below) Maximum Revenue	\$0	\$0	\$0
DISTRICT STATISTICS			
Total Parcels	317	317	317
Total Parcels Levied	317	317	317
Total EDUs	2,155.46	2,155.46	2,155.46
Total EDUs Levied	2,155.46	2,155.46	2,155.46
Proposed Levy per EDU	\$92.33	\$95.10	\$97.95
Max Levy per EDU ⁴	\$92.33	\$95.10	\$97.95
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$297,622	\$231,665	\$162,800
Reserve Fund Adjustment	(\$70,422)	(\$72,339)	(\$74,315)
Interest (1.5%)	<u>\$4,464</u>	<u>\$3,475</u>	<u>\$2,442</u>
Projected Reserve Fund Balance at End of Year	\$231,665	\$162,800	\$90,927



City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2019-20			
Zone 11			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$1,000	\$1,030	\$1,061
Contracted Services - 5200	\$1,022	\$1,053	\$1,085
Materials - 5300	\$0	\$0	\$0
Capital Projects - 5600	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL DIRECT	\$2,022	\$2,083	\$2,146
ADMINISTRATION COSTS ²			
Overhead - 5900	\$0	\$0	\$0
LMD Administration	\$1	\$1	\$1
Internal Services - 5400	\$0	\$0	\$0
County Collection Fee	<u>\$3</u>	<u>\$3</u>	<u>\$3</u>
TOTAL ADMINISTRATION	\$4	\$4	\$4
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$2,026	\$2,087	\$2,150
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	\$0	\$0	\$0
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	(\$354)	(\$365)	(\$376)
Storm Drain Fund - 101	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADJUSTMENTS	(\$354)	(\$365)	(\$376)
Balance to Levy	\$1,673	\$1,722	\$1,774
Total Revenue at Maximum Rate	\$1,676	\$1,726	\$1,778
Variance above/(below) Maximum Revenue	(\$3)	(\$4)	(\$4)
DISTRICT STATISTICS			
Total Parcels	1	1	1
Total Parcels Levied	1	1	1
Total EDUs	18.15	18.15	18.15
Total EDUs Levied	18.15	18.15	18.15
Proposed Levy per EDU	\$92.15	\$94.90	\$97.74
Max Levy per EDU ⁴	\$92.33	\$95.10	\$97.95
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$8,540	\$8,668	\$8,798
Reserve Fund Adjustment	\$0	\$0	\$0
Interest (1.5%)	<u>\$128</u>	<u>\$130</u>	<u>\$132</u>
Projected Reserve Fund Balance at End of Year	\$8,668	\$8,798	\$8,930



City of Tracy			
Consolidated Landscape Maintenance District			
Proposed Budget for Fiscal Year 2019-20			
Zone 12			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$17,656	\$18,185	\$18,731
Contracted Services - 5200	\$43,252	\$44,549	\$45,886
Materials - 5300	\$705	\$726	\$748
Capital Projects - 5600	<u>\$1,993</u>	<u>\$2,053</u>	<u>\$2,115</u>
TOTAL DIRECT	\$63,606	\$65,514	\$67,479
ADMINISTRATION COSTS ²			
Overhead - 5900	\$4,334	\$4,464	\$4,598
LMD Administration	\$960	\$960	\$960
Internal Services - 5400	\$2,087	\$2,149	\$2,214
County Collection Fee	<u>\$306</u>	<u>\$306</u>	<u>\$306</u>
TOTAL ADMINISTRATION	\$7,687	\$7,879	\$8,078
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$71,292	\$73,393	\$75,557
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	\$2,571	\$586	(\$1,460)
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	(\$3,837)	(\$3,953)	(\$4,071)
Storm Drain Fund - 101	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADJUSTMENTS	(\$1,266)	(\$3,367)	(\$5,531)
Balance to Levy	\$70,026	\$70,026	\$70,026
Total Revenue at Maximum Rate	\$136,069	\$140,151	\$144,355
Variance above/(below) Maximum Revenue	(\$66,042)	(\$70,125)	(\$74,329)
DISTRICT STATISTICS			
Total Parcels	102	102	102
Total Parcels Levied	102	102	102
Total EDUs	1,014.23	1,014.23	1,014.23
Total EDUs Levied	1,014.23	1,014.23	1,014.23
Proposed Levy per EDU	\$69.04	\$69.04	\$69.04
Max Levy per EDU ⁴	\$134.16	\$138.18	\$142.33
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$228,725	\$234,728	\$238,834
Reserve Fund Adjustment	\$2,571	\$586	(\$1,460)
Interest (1.5%)	<u>\$3,431</u>	<u>\$3,521</u>	<u>\$3,583</u>
Projected Reserve Fund Balance at End of Year	\$234,728	\$238,834	\$240,957



City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2019-20			
Zone 13			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$21,461	\$22,105	\$22,768
Contracted Services - 5200	\$56,294	\$57,983	\$59,723
Materials - 5300	\$1,637	\$1,687	\$1,737
Capital Projects - 5600	<u>\$2,423</u>	<u>\$2,495</u>	<u>\$2,570</u>
TOTAL DIRECT	\$81,816	\$84,270	\$86,798
ADMINISTRATION COSTS ²			
Overhead - 5900	\$5,268	\$5,426	\$5,589
LMD Administration	\$1,296	\$1,296	\$1,296
Internal Services - 5400	\$2,537	\$2,613	\$2,691
County Collection Fee	<u>\$901</u>	<u>\$901</u>	<u>\$901</u>
TOTAL ADMINISTRATION	\$10,002	\$10,236	\$10,477
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$91,817	\$94,506	\$97,275
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	\$33,042	\$34,099	\$35,188
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	(\$918)	(\$945)	(\$974)
Storm Drain Fund - 101	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADJUSTMENTS	\$32,124	\$33,153	\$34,214
Balance to Levy	\$123,941	\$127,659	\$131,489
Total Revenue at Maximum Rate	\$123,941	\$127,659	\$131,489
Variance above/(below) Maximum Revenue	\$0	\$0	\$0
DISTRICT STATISTICS			
Total Parcels	418	418	418
Total Parcels Levied	418	418	418
Total EDUs	418.00	418.00	418.00
Total EDUs Levied	418.00	418.00	418.00
Proposed Levy per EDU	\$296.51	\$305.41	\$314.57
Max Levy per EDU ⁴	\$296.51	\$305.41	\$314.57
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$411,781	\$450,999	\$491,863
Reserve Fund Adjustment	\$33,042	\$34,099	\$35,188
Interest (1.5%)	<u>\$6,177</u>	<u>\$6,765</u>	<u>\$7,378</u>
Projected Reserve Fund Balance at End of Year	\$450,999	\$491,863	\$534,429



City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2019-20			
Zone 14			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$20,313	\$20,923	\$21,550
Contracted Services - 5200	\$40,414	\$41,627	\$42,876
Materials - 5300	\$783	\$807	\$831
Capital Projects - 5600	<u>\$2,293</u>	<u>\$2,362</u>	<u>\$2,433</u>
TOTAL DIRECT	\$63,804	\$65,718	\$67,690
ADMINISTRATION COSTS ²			
Overhead - 5900	\$4,986	\$5,136	\$5,290
LMD Administration	\$1,187	\$1,187	\$1,187
Internal Services - 5400	\$2,401	\$2,473	\$2,547
County Collection Fee	<u>\$583</u>	<u>\$583</u>	<u>\$583</u>
TOTAL ADMINISTRATION	\$9,157	\$9,379	\$9,607
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$72,961	\$75,097	\$77,297
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	(\$12,050)	(\$12,358)	(\$12,676)
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	(\$676)	(\$696)	(\$717)
Storm Drain Fund - 101	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADJUSTMENTS	(\$12,726)	(\$13,054)	(\$13,393)
Balance to Levy	\$60,236	\$62,043	\$63,904
Total Revenue at Maximum Rate	\$60,236	\$62,043	\$63,904
Variance above/(below) Maximum Revenue	\$0	\$0	(\$0)
DISTRICT STATISTICS			
Total Parcels	369	369	369
Total Parcels Levied	369	369	369
Total EDUs	371.00	371.00	371.00
Total EDUs Levied	371.00	371.00	371.00
Proposed Levy per EDU	\$162.36	\$167.23	\$172.25
Max Levy per EDU ⁴	\$162.36	\$167.23	\$172.25
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$79,183	\$68,321	\$56,987
Reserve Fund Adjustment	(\$12,050)	(\$12,358)	(\$12,676)
Interest (1.5%)	<u>\$1,188</u>	<u>\$1,025</u>	<u>\$855</u>
Projected Reserve Fund Balance at End of Year	\$68,321	\$56,987	\$45,166



City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2019-20			
Zone 15			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$67,955	\$69,994	\$72,093
Contracted Services - 5200	\$107,667	\$110,897	\$114,224
Materials - 5300	\$44,461	\$45,795	\$47,169
Capital Projects - 5600	<u>\$7,672</u>	<u>\$7,902</u>	<u>\$8,139</u>
TOTAL DIRECT	\$227,755	\$234,588	\$241,625
ADMINISTRATION COSTS ²			
Overhead - 5900	\$16,680	\$17,181	\$17,696
LMD Administration	\$4,048	\$4,048	\$4,048
Internal Services - 5400	\$8,032	\$8,273	\$8,521
County Collection Fee	<u>\$1,985</u>	<u>\$1,985</u>	<u>\$1,985</u>
TOTAL ADMINISTRATION	\$30,745	\$31,487	\$32,250
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$258,500	\$266,074	\$273,876
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	(\$23,594)	(\$24,121)	(\$24,664)
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	(\$5,008)	(\$5,158)	(\$5,313)
Storm Drain Fund - 101	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADJUSTMENTS	(\$28,602)	(\$29,279)	(\$29,976)
Balance to Levy	\$229,899	\$236,795	\$243,899
Total Revenue at Maximum Rate	\$229,899	\$236,795	\$243,899
Variance above/(below) Maximum Revenue	\$0	\$0	\$0
DISTRICT STATISTICS			
Total Parcels	1,187	1,187	1,187
Total Parcels Levied	1,187	1,187	1,187
Total EDUs	1,415.98	1,415.98	1,415.98
Total EDUs Levied	1,415.98	1,415.98	1,415.98
Proposed Levy per EDU	\$162.36	\$167.23	\$172.25
Max Levy per EDU ⁴	\$162.36	\$167.23	\$172.25
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$191,721	\$171,003	\$149,447
Reserve Fund Adjustment	(\$23,594)	(\$24,121)	(\$24,664)
Interest (1.5%)	<u>\$2,876</u>	<u>\$2,565</u>	<u>\$2,242</u>
Projected Reserve Fund Balance at End of Year	\$171,003	\$149,447	\$127,025



City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2019-20			
Zone 16			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$12,415	\$12,788	\$13,171
Contracted Services - 5200	\$32,504	\$33,479	\$34,483
Materials - 5300	\$479	\$493	\$508
Capital Projects - 5600	<u>\$1,402</u>	<u>\$1,444</u>	<u>\$1,487</u>
TOTAL DIRECT	\$46,800	\$48,204	\$49,650
ADMINISTRATION COSTS ²			
Overhead - 5900	\$3,047	\$3,139	\$3,233
LMD Administration	\$735	\$735	\$735
Internal Services - 5400	\$1,467	\$1,511	\$1,557
County Collection Fee	<u>\$487</u>	<u>\$487</u>	<u>\$487</u>
TOTAL ADMINISTRATION	\$5,737	\$5,872	\$6,012
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$52,536	\$54,076	\$55,661
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	(\$2,205)	(\$2,234)	(\$2,264)
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	\$0	\$0	\$0
Storm Drain Fund - 101	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADJUSTMENTS	(\$2,205)	(\$2,234)	(\$2,264)
Balance to Levy	\$50,332	\$51,842	\$53,397
Total Revenue at Maximum Rate	\$50,332	\$51,842	\$53,397
Variance above/(below) Maximum Revenue	\$0	\$0	\$0
DISTRICT STATISTICS			
Total Parcels	310	310	310
Total Parcels Levied	310	310	310
Total EDUs	310.00	310.00	310.00
Total EDUs Levied	310.00	310.00	310.00
Proposed Levy per EDU	\$162.36	\$167.23	\$172.25
Max Levy per EDU ⁴	\$162.36	\$167.23	\$172.25
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$132,536	\$132,319	\$132,070
Reserve Fund Adjustment	(\$2,205)	(\$2,234)	(\$2,264)
Interest (1.5%)	<u>\$1,988</u>	<u>\$1,985</u>	<u>\$1,981</u>
Projected Reserve Fund Balance at End of Year	\$132,319	\$132,070	\$131,787



City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2019-20			
Zone 17			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$41,049	\$0	\$0
Contracted Services - 5200	\$83,944	\$86,462	\$89,056
Materials - 5300	\$45,929	\$47,307	\$48,726
Capital Projects - 5600	<u>\$504,598</u>	<u>\$519,736</u>	<u>\$535,328</u>
TOTAL DIRECT	\$675,521	\$653,505	\$673,111
ADMINISTRATION COSTS ²			
Overhead - 5900	\$9,998	\$10,298	\$10,607
LMD Administration	\$2,595	\$2,595	\$2,595
Internal Services - 5400	\$4,814	\$4,959	\$5,108
County Collection Fee	<u>\$1,408</u>	<u>\$1,408</u>	<u>\$1,408</u>
TOTAL ADMINISTRATION	\$18,815	\$19,260	\$19,717
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$694,336	\$672,765	\$692,828
Capital Improvement Projects	(\$537,232)	\$0	\$0
Zone Reserves Adjustment	\$159,979	(\$346,170)	(\$356,435)
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	(\$5,433)	(\$5,596)	(\$5,764)
Storm Drain Fund - 101	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADJUSTMENTS	(\$382,687)	(\$351,767)	(\$362,200)
Balance to Levy	\$311,649	\$320,999	\$330,628
Total Revenue at Maximum Rate	\$311,649	\$320,999	\$330,628
Variance above/(below) Maximum Revenue	\$0	\$0	\$0
DISTRICT STATISTICS			
Total Parcels	1,133	1,133	1,133
Total Parcels Levied	1,133	1,133	1,133
Total EDUs	1,664.79	1,664.79	1,664.79
Total EDUs Levied	1,664.79	1,664.79	1,664.79
Proposed Levy per EDU	\$187.20	\$192.82	\$198.60
Max Levy per EDU ⁴	\$187.20	\$192.82	\$198.60
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$1,198,705	\$1,376,664	\$1,051,144
Reserve Fund Adjustment	\$159,979	(\$346,170)	(\$356,435)
Interest (1.5%)	<u>\$17,981</u>	<u>\$20,650</u>	<u>\$15,767</u>
Projected Reserve Fund Balance at End of Year	\$1,376,664	\$1,051,144	\$710,475



City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2019-20			
Zone 18			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$24,809	\$25,554	\$26,320
Contracted Services - 5200	\$61,607	\$63,456	\$65,359
Materials - 5300	\$957	\$985	\$1,015
Capital Projects - 5600	<u>\$2,801</u>	<u>\$2,885</u>	<u>\$2,971</u>
TOTAL DIRECT	\$90,174	\$92,879	\$95,666
ADMINISTRATION COSTS ²			
Overhead - 5900	\$6,090	\$6,272	\$6,461
LMD Administration	\$1,627	\$1,627	\$1,627
Internal Services - 5400	\$2,932	\$3,020	\$3,111
County Collection Fee	<u>\$939</u>	<u>\$939</u>	<u>\$939</u>
TOTAL ADMINISTRATION	\$11,588	\$11,859	\$12,138
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$101,762	\$104,738	\$107,803
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	\$0	\$0	\$0
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	(\$4,628)	(\$4,767)	(\$4,910)
Storm Drain Fund - 101	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADJUSTMENTS	(\$4,628)	(\$4,767)	(\$4,910)
Balance to Levy	\$97,134	\$99,971	\$102,894
Total Revenue at Maximum Rate	\$113,026	\$116,417	\$119,909
Variance above/(below) Maximum Revenue	(\$15,892)	(\$16,445)	(\$17,016)
DISTRICT STATISTICS			
Total Parcels	968	968	968
Total Parcels Levied	968	968	968
Total EDUs	977.65	977.65	977.65
Total EDUs Levied	977.65	977.65	977.65
Proposed Levy per EDU	\$99.36	\$102.26	\$105.25
Max Levy per EDU ⁴	\$115.61	\$119.08	\$122.65
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$201,322	\$204,342	\$207,407
Reserve Fund Adjustment	\$0	\$0	\$0
Interest (1.5%)	<u>\$3,020</u>	<u>\$3,065</u>	<u>\$3,111</u>
Projected Reserve Fund Balance at End of Year	\$204,342	\$207,407	\$210,518



City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2019-20			
Zone 19			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$31,506	\$32,451	\$33,425
Contracted Services - 5200	\$72,470	\$74,644	\$76,883
Materials - 5300	\$3,987	\$4,107	\$4,230
Capital Projects - 5600	<u>\$3,557</u>	<u>\$3,664</u>	<u>\$3,773</u>
TOTAL DIRECT	\$111,520	\$114,866	\$118,312
ADMINISTRATION COSTS ²			
Overhead - 5900	\$7,733	\$7,965	\$8,204
LMD Administration	\$1,858	\$1,858	\$1,858
Internal Services - 5400	\$3,724	\$3,836	\$3,951
County Collection Fee	<u>\$1,082</u>	<u>\$1,082</u>	<u>\$1,082</u>
TOTAL ADMINISTRATION	\$14,397	\$14,741	\$15,095
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$125,917	\$129,606	\$133,406
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	\$0	\$0	\$0
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	(\$2,367)	(\$2,438)	(\$2,511)
Storm Drain Fund - 101	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADJUSTMENTS	(\$2,367)	(\$2,438)	(\$2,511)
Balance to Levy	\$123,550	\$127,168	\$130,895
Total Revenue at Maximum Rate	\$156,319	\$161,009	\$165,839
Variance above/(below) Maximum Revenue	(\$32,769)	(\$33,840)	(\$34,944)
DISTRICT STATISTICS			
Total Parcels	497	497	497
Total Parcels Levied	497	497	497
Total EDUs	736.59	736.59	736.59
Total EDUs Levied	736.59	736.59	736.59
Proposed Levy per EDU	\$167.73	\$172.64	\$177.70
Max Levy per EDU ⁴	\$212.22	\$218.59	\$225.14
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$599,361	\$608,352	\$617,477
Reserve Fund Adjustment	\$0	\$0	\$0
Interest (1.5%)	<u>\$8,990</u>	<u>\$9,125</u>	<u>\$9,262</u>
Projected Reserve Fund Balance at End of Year	\$608,352	\$617,477	\$626,739



City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2019-20			
Zone 20			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$462	\$476	\$491
Contracted Services - 5200	\$13,573	\$13,980	\$14,400
Materials - 5300	\$18	\$18	\$19
Capital Projects - 5600	<u>\$52</u>	<u>\$54</u>	<u>\$55</u>
TOTAL DIRECT	\$14,105	\$14,529	\$14,964
ADMINISTRATION COSTS ²			
Overhead - 5900	\$113	\$117	\$120
LMD Administration	\$301	\$301	\$301
Internal Services - 5400	\$55	\$56	\$58
County Collection Fee	<u>\$237</u>	<u>\$237</u>	<u>\$237</u>
TOTAL ADMINISTRATION	\$707	\$712	\$717
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$14,812	\$15,240	\$15,681
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	\$0	\$0	\$0
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	(\$391)	(\$403)	(\$415)
Storm Drain Fund - 101	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADJUSTMENTS	(\$391)	(\$403)	(\$415)
Balance to Levy	\$14,421	\$14,838	\$15,266
Total Revenue at Maximum Rate	\$37,045	\$38,156	\$39,301
Variance above/(below) Maximum Revenue	(\$22,624)	(\$23,319)	(\$24,035)
DISTRICT STATISTICS			
Total Parcels	168	168	168
Total Parcels Levied	168	168	168
Total EDUs	174.56	174.56	174.56
Total EDUs Levied	174.56	174.56	174.56
Proposed Levy per EDU	\$82.61	\$85.00	\$87.46
Max Levy per EDU ⁴	\$212.22	\$218.59	\$225.14
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$170,572	\$173,131	\$175,728
Reserve Fund Adjustment	\$0	\$0	\$0
Interest (1.5%)	<u>\$2,559</u>	<u>\$2,597</u>	<u>\$2,636</u>
Projected Reserve Fund Balance at End of Year	\$173,131	\$175,728	\$178,364



City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2019-20			
Zone 21			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$20,281	\$20,890	\$21,516
Contracted Services - 5200	\$34,295	\$35,324	\$36,384
Materials - 5300	\$4,129	\$4,253	\$4,381
Capital Projects - 5600	<u>\$2,290</u>	<u>\$2,358</u>	<u>\$2,429</u>
TOTAL DIRECT	\$60,995	\$62,825	\$64,710
ADMINISTRATION COSTS ²			
Overhead - 5900	\$4,978	\$5,128	\$5,281
LMD Administration	\$1,192	\$1,192	\$1,192
Internal Services - 5400	\$2,397	\$2,469	\$2,543
County Collection Fee	<u>\$610</u>	<u>\$610</u>	<u>\$610</u>
TOTAL ADMINISTRATION	\$9,178	\$9,399	\$9,627
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$70,173	\$72,224	\$74,337
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	(\$7,440)	(\$7,610)	(\$7,784)
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	\$263	\$271	\$279
Storm Drain Fund - 101	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADJUSTMENTS	(\$7,177)	(\$7,338)	(\$7,505)
Balance to Levy	\$62,996	\$64,886	\$66,832
Total Revenue at Maximum Rate	\$62,996	\$64,886	\$66,832
Variance above/(below) Maximum Revenue	\$0	\$0	\$0
DISTRICT STATISTICS			
Total Parcels	388	388	388
Total Parcels Levied	388	388	388
Total EDUs	388.00	388.00	388.00
Total EDUs Levied	388.00	388.00	388.00
Proposed Levy per EDU\	\$162.36	\$167.23	\$172.25
Max Levy per EDU ⁴	\$162.36	\$167.23	\$172.25
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$108,199	\$102,381	\$96,307
Reserve Fund Adjustment	(\$7,440)	(\$7,610)	(\$7,784)
Interest (1.5%)	<u>\$1,623</u>	<u>\$1,536</u>	<u>\$1,445</u>
Projected Reserve Fund Balance at End of Year	\$102,381	\$96,307	\$89,968



City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2019-20			
Zone 22			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$14,881	\$15,328	\$15,788
Contracted Services - 5200	\$14,958	\$15,407	\$15,869
Materials - 5300	\$574	\$591	\$609
Capital Projects - 5600	<u>\$1,680</u>	<u>\$1,730</u>	<u>\$1,782</u>
TOTAL DIRECT	\$32,093	\$33,056	\$34,048
ADMINISTRATION COSTS ²			
Overhead - 5900	\$3,653	\$3,762	\$3,875
LMD Administration	\$811	\$811	\$811
Internal Services - 5400	\$1,759	\$1,812	\$1,866
County Collection Fee	<u>\$337</u>	<u>\$337</u>	<u>\$337</u>
TOTAL ADMINISTRATION	\$6,560	\$6,723	\$6,890
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$38,654	\$39,779	\$40,938
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	(\$2,929)	(\$2,982)	(\$3,037)
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	(\$980)	(\$1,009)	(\$1,039)
Storm Drain Fund - 101	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADJUSTMENTS	(\$3,909)	(\$3,991)	(\$4,077)
Balance to Levy	\$34,745	\$35,787	\$36,861
Total Revenue at Maximum Rate	\$34,745	\$35,787	\$36,861
Variance above/(below) Maximum Revenue	\$0	\$0	\$0
DISTRICT STATISTICS			
Total Parcels	214	214	214
Total Parcels Levied	214	214	214
Total EDUs	214.00	214.00	214.00
Total EDUs Levied	214.00	214.00	214.00
Proposed Levy per EDU	\$162.36	\$167.23	\$172.25
Max Levy per EDU ⁴	\$162.36	\$167.23	\$172.25
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$84,112	\$82,445	\$80,699
Reserve Fund Adjustment	(\$2,929)	(\$2,982)	(\$3,037)
Interest (1.5%)	<u>\$1,262</u>	<u>\$1,237</u>	<u>\$1,210</u>
Projected Reserve Fund Balance at End of Year	\$82,445	\$80,699	\$78,873



City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2019-20			
Zone 23			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$5,304	\$5,463	\$5,627
Contracted Services - 5200	\$7,716	\$7,947	\$8,185
Materials - 5300	\$228	\$234	\$241
Capital Projects - 5600	<u>\$599</u>	<u>\$617</u>	<u>\$635</u>
TOTAL DIRECT	\$13,846	\$14,262	\$14,689
ADMINISTRATION COSTS ²			
Overhead - 5900	\$1,302	\$1,341	\$1,381
LMD Administration	\$266	\$266	\$266
Internal Services - 5400	\$627	\$646	\$665
County Collection Fee	<u>\$116</u>	<u>\$116</u>	<u>\$116</u>
TOTAL ADMINISTRATION	\$2,311	\$2,369	\$2,429
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$16,158	\$16,631	\$17,118
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	\$0	\$0	\$0
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	(\$1,153)	(\$1,187)	(\$1,223)
Storm Drain Fund - 101	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADJUSTMENTS	(\$1,153)	(\$1,187)	(\$1,223)
Balance to Levy	\$15,005	\$15,444	\$15,895
Total Revenue at Maximum Rate	\$56,508	\$58,203	\$59,949
Variance above/(below) Maximum Revenue	(\$41,503)	(\$42,759)	(\$44,054)
DISTRICT STATISTICS			
Total Parcels	302	302	302
Total Parcels Levied	302	302	302
Total EDUs	348.04	348.04	348.04
Total EDUs Levied	348.04	348.04	348.04
Proposed Levy per EDU	\$43.11	\$44.37	\$45.67
Max Levy per EDU ⁴	\$162.36	\$167.23	\$172.25
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$72,970	\$74,065	\$75,176
Reserve Fund Adjustment	\$0	\$0	\$0
Interest (1.5%)	<u>\$1,095</u>	<u>\$1,111</u>	<u>\$1,128</u>
Projected Reserve Fund Balance at End of Year	\$74,065	\$75,176	\$76,304



City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2019-20			
Zone 24			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$18,782	\$19,346	\$19,926
Contracted Services - 5200	\$46,639	\$48,039	\$49,480
Materials - 5300	\$11,145	\$11,479	\$11,824
Capital Projects - 5600	<u>\$6,466</u>	<u>\$6,660</u>	<u>\$6,859</u>
TOTAL DIRECT	\$83,032	\$85,523	\$88,089
ADMINISTRATION COSTS ²			
Overhead - 5900	\$4,610	\$4,749	\$4,891
LMD Administration	\$986	\$986	\$986
Internal Services - 5400	\$2,220	\$2,287	\$2,355
County Collection Fee	<u>\$597</u>	<u>\$597</u>	<u>\$597</u>
TOTAL ADMINISTRATION	\$8,413	\$8,618	\$8,829
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$91,445	\$94,141	\$96,918
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	\$3,027	\$3,169	\$3,312
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	\$0	\$0	\$0
Storm Drain Fund - 101	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADJUSTMENTS	\$3,027	\$3,169	\$3,312
Balance to Levy	\$94,472	\$97,310	\$100,230
Total Revenue at Maximum Rate	\$94,476	\$97,310	\$100,230
Variance above/(below) Maximum Revenue	(\$4)	\$0	\$0
DISTRICT STATISTICS			
Total Parcels	582	582	582
Total Parcels Levied	582	582	582
Total EDUs	582.00	582.00	582.00
Total EDUs Levied	582.00	582.00	582.00
Proposed Levy per EDU	\$162.32	\$167.20	\$172.22
Max Levy per EDU ⁴	\$162.33	\$167.20	\$172.22
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$395,056	\$404,009	\$413,238
Reserve Fund Adjustment	\$3,027	\$3,169	\$3,312
Interest (1.5%)	<u>\$5,926</u>	<u>\$6,060</u>	<u>\$6,199</u>
Projected Reserve Fund Balance at End of Year	\$404,009	\$413,238	\$422,748



City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2019-20			
Zone 25			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$0	\$0	\$0
Contracted Services - 5200	\$0	\$0	\$0
Materials - 5300	\$0	\$0	\$0
Capital Projects - 5600	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL DIRECT	\$0	\$0	\$0
ADMINISTRATION COSTS ²			
Overhead - 5900	\$0	\$0	\$0
LMD Administration	\$0	\$0	\$0
Internal Services - 5400	\$0	\$0	\$0
County Collection Fee	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADMINISTRATION	\$0	\$0	\$0
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$0	\$0	\$0
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	\$0	\$0	\$0
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	\$0	\$0	\$0
Storm Drain Fund - 101	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADJUSTMENTS	\$0	\$0	\$0
Balance to Levy	\$0	\$0	\$0
Total Revenue at Maximum Rate	\$0	\$0	\$0
Variance above/(below) Maximum Revenue	\$0	\$0	\$0
DISTRICT STATISTICS			
Total Parcels	438	438	438
Total Parcels Levied	0	0	0
Total EDUs	438.00	438.00	438.00
Total EDUs Levied	0.00	0.00	0.00
Proposed Levy per EDU	\$0.00	\$0.00	\$0.00
Max Levy per EDU ⁴	\$0.00	\$0.00	\$0.00
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	(\$2,977)	(\$2,977)	(\$2,977)
Reserve Fund Adjustment	\$0	\$0	\$0
Interest (1.5%)	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Projected Reserve Fund Balance at End of Year	(\$2,977)	(\$2,977)	(\$2,977)



City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2019-20			
Zone 26			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$74,067	\$76,289	\$78,578
Contracted Services - 5200	\$131,433	\$135,376	\$139,438
Materials - 5300	\$10,467	\$10,781	\$11,105
Capital Projects - 5600	<u>\$8,362</u>	<u>\$8,612</u>	<u>\$8,871</u>
TOTAL DIRECT	\$224,329	\$231,059	\$237,991
ADMINISTRATION COSTS ²			
Overhead - 5900	\$18,180	\$18,726	\$19,288
LMD Administration	\$4,005	\$4,005	\$4,005
Internal Services - 5400	\$8,754	\$9,017	\$9,288
County Collection Fee	<u>\$2,229</u>	<u>\$2,229</u>	<u>\$2,229</u>
TOTAL ADMINISTRATION	\$33,169	\$33,977	\$34,809
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$257,498	\$265,036	\$272,800
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	(\$17,694)	(\$18,038)	(\$18,392)
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	(\$3,136)	(\$3,230)	(\$3,326)
Storm Drain Fund - 101	<u>(\$567)</u>	<u>(\$584)</u>	<u>(\$601)</u>
TOTAL ADJUSTMENTS	(\$21,396)	(\$21,851)	(\$22,319)
Balance to Levy	\$236,102	\$243,185	\$250,481
Total Revenue at Maximum Rate	\$236,102	\$243,185	\$250,481
Variance above/(below) Maximum Revenue	\$0	\$0	\$0
DISTRICT STATISTICS			
Total Parcels	1,130	1,130	1,130
Total Parcels Levied	1,130	1,130	1,130
Total EDUs	1,130.00	1,130.00	1,130.00
Total EDUs Levied	1,130.00	1,130.00	1,130.00
Proposed Levy per EDU	\$208.94	\$215.21	\$221.66
Max Levy per EDU ⁴	\$208.94	\$215.21	\$221.66
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$562,129	\$552,867	\$543,122
Reserve Fund Adjustment	(\$17,694)	(\$18,038)	(\$18,392)
Interest (1.5%)	<u>\$8,432</u>	<u>\$8,293</u>	<u>\$8,147</u>
Projected Reserve Fund Balance at End of Year	\$552,867	\$543,122	\$532,877



City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2019-20			
Zone 27			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$2,647	\$2,726	\$2,808
Contracted Services - 5200	\$3,874	\$3,991	\$4,110
Materials - 5300	\$102	\$105	\$108
Capital Projects - 5600	<u>\$299</u>	<u>\$308</u>	<u>\$317</u>
TOTAL DIRECT	\$6,922	\$7,130	\$7,344
ADMINISTRATION COSTS ²			
Overhead - 5900	\$650	\$669	\$689
LMD Administration	\$389	\$389	\$389
Internal Services - 5400	\$313	\$322	\$332
County Collection Fee	<u>\$160</u>	<u>\$160</u>	<u>\$160</u>
TOTAL ADMINISTRATION	\$1,511	\$1,540	\$1,570
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$8,433	\$8,670	\$8,913
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	\$7,141	\$6,922	\$6,696
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	(\$574)	(\$592)	(\$609)
Storm Drain Fund - 101	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADJUSTMENTS	\$6,567	\$6,330	\$6,087
Balance to Levy	\$15,000	\$15,000	\$15,000
Total Revenue at Maximum Rate	\$84,518	\$87,054	\$89,665
Variance above/(below) Maximum Revenue	(\$69,518)	(\$72,054)	(\$74,665)
DISTRICT STATISTICS			
Total Parcels	75	75	75
Total Parcels Levied	75	75	75
Total EDUs	520.56	520.56	520.56
Total EDUs Levied	520.56	520.56	520.56
Proposed Levy per EDU	\$28.82	\$28.82	\$28.82
Max Levy per EDU ⁴	\$162.36	\$167.23	\$172.25
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$55,372	\$63,344	\$71,215
Reserve Fund Adjustment	\$7,141	\$6,922	\$6,696
Interest (1.5%)	<u>\$831</u>	<u>\$950</u>	<u>\$1,068</u>
Projected Reserve Fund Balance at End of Year	\$63,344	\$71,215	\$78,980



City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2019-20			
Zone 28			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$18,793	\$19,357	\$19,938
Contracted Services - 5200	\$25,117	\$25,870	\$26,646
Materials - 5300	\$868	\$894	\$921
Capital Projects - 5600	<u>\$2,122</u>	<u>\$2,185</u>	<u>\$2,251</u>
TOTAL DIRECT	\$46,900	\$48,307	\$49,756
ADMINISTRATION COSTS ²			
Overhead - 5900	\$4,613	\$4,751	\$4,894
LMD Administration	\$1,000	\$1,000	\$1,000
Internal Services - 5400	\$2,221	\$2,288	\$2,357
County Collection Fee	<u>\$521</u>	<u>\$521</u>	<u>\$521</u>
TOTAL ADMINISTRATION	\$8,355	\$8,560	\$8,771
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$55,254	\$56,867	\$58,527
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	\$34,044	\$35,110	\$36,209
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	\$0	\$0	\$0
Storm Drain Fund - 101	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADJUSTMENTS	\$34,044	\$35,110	\$36,209
Balance to Levy	\$89,298	\$91,977	\$94,736
Total Revenue at Maximum Rate	\$89,298	\$91,977	\$94,736
Variance above/(below) Maximum Revenue	\$0	\$0	\$0
DISTRICT STATISTICS			
Total Parcels	550	550	550
Total Parcels Levied	550	550	550
Total EDUs	550.00	550.00	550.00
Total EDUs Levied	550.00	550.00	550.00
Proposed Levy per EDU	\$162.36	\$167.23	\$172.25
Max Levy per EDU ⁴	\$162.36	\$167.23	\$172.25
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$276,831	\$315,028	\$354,864
Reserve Fund Adjustment	\$34,044	\$35,110	\$36,209
Interest (1.5%)	<u>\$4,152</u>	<u>\$4,725</u>	<u>\$5,323</u>
Projected Reserve Fund Balance at End of Year	\$315,028	\$354,864	\$396,396



City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2019-20			
Zone 29			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$29,625	\$30,513	\$31,429
Contracted Services - 5200	\$70,234	\$72,341	\$74,511
Materials - 5300	\$2,315	\$2,384	\$2,456
Capital Projects - 5600	<u>\$3,344</u>	<u>\$3,445</u>	<u>\$3,548</u>
TOTAL DIRECT	\$105,518	\$108,683	\$111,944
ADMINISTRATION COSTS ²			
Overhead - 5900	\$7,272	\$7,490	\$7,715
LMD Administration	\$1,515	\$1,515	\$1,515
Internal Services - 5400	\$3,502	\$3,607	\$3,715
County Collection Fee	<u>\$723</u>	<u>\$723</u>	<u>\$723</u>
TOTAL ADMINISTRATION	\$13,012	\$13,335	\$13,668
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$118,529	\$122,018	\$125,611
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	(\$41,647)	(\$42,829)	(\$44,047)
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	(\$1,620)	(\$1,669)	(\$1,719)
Storm Drain Fund - 101	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADJUSTMENTS	(\$43,267)	(\$44,498)	(\$45,766)
Balance to Levy	\$75,262	\$77,520	\$79,846
Total Revenue at Maximum Rate	\$75,262	\$77,520	\$79,846
Variance above/(below) Maximum Revenue	\$0	\$0	\$0
DISTRICT STATISTICS			
Total Parcels	451	451	451
Total Parcels Levied	451	451	451
Total EDUs	489.16	489.16	489.16
Total EDUs Levied	489.16	489.16	489.16
Proposed Levy per EDU	\$153.86	\$158.48	\$163.23
Max Levy per EDU ⁴	\$153.86	\$158.48	\$163.23
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$57,033	\$16,241	(\$26,344)
Reserve Fund Adjustment	(\$41,647)	(\$42,829)	(\$44,047)
Interest (1.5%)	<u>\$855</u>	<u>\$244</u>	<u>(\$395)</u>
Projected Reserve Fund Balance at End of Year	\$16,241	(\$26,344)	(\$70,786)



City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2019-20			
Zone 30			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$8,323	\$8,573	\$8,830
Contracted Services - 5200	\$24,556	\$25,292	\$26,051
Materials - 5300	\$521	\$536	\$552
Capital Projects - 5600	<u>\$940</u>	<u>\$968</u>	<u>\$997</u>
TOTAL DIRECT	\$34,339	\$35,369	\$36,430
ADMINISTRATION COSTS ²			
Overhead - 5900	\$2,043	\$2,104	\$2,167
LMD Administration	\$429	\$429	\$429
Internal Services - 5400	\$984	\$1,013	\$1,044
County Collection Fee	<u>\$359</u>	<u>\$359</u>	<u>\$359</u>
TOTAL ADMINISTRATION	\$3,814	\$3,905	\$3,999
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$38,153	\$39,274	\$40,429
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	\$15,347	\$15,831	\$16,330
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	(\$609)	(\$628)	(\$646)
Storm Drain Fund - 101	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADJUSTMENTS	\$14,738	\$15,203	\$15,683
Balance to Levy	\$52,891	\$54,478	\$56,112
Total Revenue at Maximum Rate	\$52,891	\$54,478	\$56,112
Variance above/(below) Maximum Revenue	(\$0)	\$0	\$0
DISTRICT STATISTICS			
Total Parcels	166	166	166
Total Parcels Levied	166	166	166
Total EDUs	166.00	166.00	166.00
Total EDUs Levied	166.00	166.00	166.00
Proposed Levy per EDU	\$318.62	\$328.18	\$338.02
Max Levy per EDU ⁴	\$318.62	\$328.18	\$338.02
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$186,040	\$204,178	\$223,072
Reserve Fund Adjustment	\$15,347	\$15,831	\$16,330
Interest (1.5%)	<u>\$2,791</u>	<u>\$3,063</u>	<u>\$3,346</u>
Projected Reserve Fund Balance at End of Year	\$204,178	\$223,072	\$242,747



City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2019-20			
Zone 31			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$0	\$0	\$0
Contracted Services - 5200	\$0	\$0	\$0
Materials - 5300	\$0	\$0	\$0
Capital Projects - 5600	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL DIRECT	\$0	\$0	\$0
ADMINISTRATION COSTS ²			
Overhead - 5900	\$0	\$0	\$0
LMD Administration	\$0	\$0	\$0
Internal Services - 5400	\$0	\$0	\$0
County Collection Fee	<u>\$0</u>	<u>\$3</u>	<u>\$3</u>
TOTAL ADMINISTRATION	\$0	\$3	\$3
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$0	\$3	\$3
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	\$0	\$0	\$0
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	\$0	\$0	\$0
Storm Drain Fund - 101	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADJUSTMENTS	\$0	\$0	\$0
Balance to Levy	\$0	\$3	\$3
Total Revenue at Maximum Rate	\$5,972	\$6,152	\$6,336
Variance above/(below) Maximum Revenue	(\$5,972)	(\$6,148)	(\$6,333)
DISTRICT STATISTICS			
Total Parcels	1	1	1
Total Parcels Levied	1	1	1
Total EDUs	27.75	27.75	27.75
Total EDUs Levied	27.75	27.75	27.75
Proposed Levy per EDU	\$0.00	\$0.11	\$0.11
Max Levy per EDU ⁴	\$215.22	\$221.68	\$228.33
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$596	\$605	\$614
Reserve Fund Adjustment	\$0	\$0	\$0
Interest (1.5%)	<u>\$9</u>	<u>\$9</u>	<u>\$9</u>
Projected Reserve Fund Balance at End of Year	\$605	\$614	\$623



City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2019-20			
Zone 32			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$0	\$0	\$0
Contracted Services - 5200	\$0	\$0	\$0
Materials - 5300	\$0	\$0	\$0
Capital Projects - 5600	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL DIRECT	\$0	\$0	\$0
ADMINISTRATION COSTS ²			
Overhead - 5900	\$0	\$0	\$0
LMD Administration	\$0	\$0	\$0
Internal Services - 5400	\$0	\$0	\$0
County Collection Fee	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADMINISTRATION	\$0	\$0	\$0
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$0	\$0	\$0
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	\$0	\$0	\$0
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	\$0	\$0	\$0
Storm Drain Fund - 101	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADJUSTMENTS	\$0	\$0	\$0
Balance to Levy	\$0	\$0	\$0
Total Revenue at Maximum Rate	\$39,250	\$40,427	\$41,640
Variance above/(below) Maximum Revenue	(\$39,250)	(\$40,427)	(\$41,640)
DISTRICT STATISTICS			
Total Parcels	0	0	0
Total Parcels Levied	0	0	0
Total EDUs	222.68	222.68	222.68
Total EDUs Levied	0.00	0.00	0.00
Proposed Levy per EDU	\$0.00	\$0.00	\$0.00
Max Levy per EDU ⁴	\$176.26	\$181.55	\$186.99
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$0	\$0	\$0
Reserve Fund Adjustment	\$0	\$0	\$0
Interest (1.5%)	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Projected Reserve Fund Balance at End of Year	\$0	\$0	\$0



City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2019-20			
Zone 33			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$5,687	\$5,857	\$6,033
Contracted Services - 5200	\$35,866	\$36,942	\$38,050
Materials - 5300	\$219	\$226	\$233
Capital Projects - 5600	<u>\$642</u>	<u>\$661</u>	<u>\$681</u>
TOTAL DIRECT	\$42,414	\$43,686	\$44,997
ADMINISTRATION COSTS ²			
Overhead - 5900	\$1,396	\$1,438	\$1,481
LMD Administration	\$311	\$311	\$311
Internal Services - 5400	\$672	\$692	\$713
County Collection Fee	<u>\$90</u>	<u>\$90</u>	<u>\$90</u>
TOTAL ADMINISTRATION	\$2,469	\$2,531	\$2,595
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$44,883	\$46,217	\$47,592
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	\$56,351	\$55,054	\$53,718
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	(\$1,234)	(\$1,271)	(\$1,310)
Storm Drain Fund - 101	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADJUSTMENTS	\$55,117	\$53,783	\$52,408
Balance to Levy	\$100,000	\$100,000	\$100,000
Total Revenue at Maximum Rate	\$526,982	\$542,792	\$559,076
Variance above/(below) Maximum Revenue	(\$426,982)	(\$442,792)	(\$459,076)
DISTRICT STATISTICS			
Total Parcels	30	30	30
Total Parcels Levied	30	30	30
Total EDUs	2,461.04	2,461.04	2,461.04
Total EDUs Levied	2,461.04	2,461.04	2,461.04
Proposed Levy per EDU	\$40.63	\$40.63	\$40.63
Max Levy per EDU ⁴	\$214.13	\$220.55	\$227.17
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$142,022	\$200,503	\$258,565
Reserve Fund Adjustment	\$56,351	\$55,054	\$53,718
Interest (1.5%)	<u>\$2,130</u>	<u>\$3,008</u>	<u>\$3,878</u>
Projected Reserve Fund Balance at End of Year	\$200,503	\$258,565	\$316,161



City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2019-20			
Zone 34			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$12,160	\$12,525	\$12,901
Contracted Services - 5200	\$8,888	\$9,155	\$9,429
Materials - 5300	\$471	\$485	\$500
Capital Projects - 5600	<u>\$1,373</u>	<u>\$1,414</u>	<u>\$1,456</u>
TOTAL DIRECT	\$22,892	\$23,579	\$24,286
ADMINISTRATION COSTS ²			
Overhead - 5900	\$2,985	\$3,074	\$3,167
LMD Administration	\$620	\$620	\$620
Internal Services - 5400	\$1,437	\$1,480	\$1,525
County Collection Fee	<u>\$27</u>	<u>\$27</u>	<u>\$27</u>
TOTAL ADMINISTRATION	\$5,070	\$5,202	\$5,339
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$27,962	\$28,781	\$29,625
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	(\$4,766)	(\$4,890)	(\$5,017)
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	(\$2,643)	(\$2,722)	(\$2,803)
Storm Drain Fund - 101	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADJUSTMENTS	(\$7,409)	(\$7,611)	(\$7,820)
Balance to Levy	\$20,553	\$21,170	\$21,805
Total Revenue at Maximum Rate	\$20,553	\$21,170	\$21,805
Variance above/(below) Maximum Revenue	\$0	(\$0)	(\$0)
DISTRICT STATISTICS			
Total Parcels	9	9	9
Total Parcels Levied	9	9	9
Total EDUs	84.10	84.10	84.10
Total EDUs Levied	84.10	84.10	84.10
Proposed Levy per EDU	\$244.39	\$251.72	\$259.27
Max Levy per EDU ⁴	\$244.39	\$251.72	\$259.27
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$28,074	\$23,729	\$19,195
Reserve Fund Adjustment	(\$4,766)	(\$4,890)	(\$5,017)
Interest (1.5%)	<u>\$421</u>	<u>\$356</u>	<u>\$288</u>
Projected Reserve Fund Balance at End of Year	\$23,729	\$19,195	\$14,467



City of Tracy			
Consolidated Landscape Maintenance District			
Proposed Budget for Fiscal Year 2019-20			
Zone 35			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$14,733	\$15,175	\$15,630
Contracted Services - 5200	\$40,417	\$41,630	\$42,879
Materials - 5300	\$617	\$635	\$654
Capital Projects - 5600	<u>\$1,663</u>	<u>\$1,713</u>	<u>\$1,764</u>
TOTAL DIRECT	\$57,430	\$59,153	\$60,927
ADMINISTRATION COSTS ²			
Overhead - 5900	\$3,616	\$3,725	\$3,836
LMD Administration	\$865	\$865	\$865
Internal Services - 5400	\$1,741	\$1,794	\$1,847
County Collection Fee	<u>\$445</u>	<u>\$445</u>	<u>\$445</u>
TOTAL ADMINISTRATION	\$6,667	\$6,828	\$6,994
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$64,097	\$65,981	\$67,921
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	(\$17,824)	(\$18,319)	(\$18,830)
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	(\$459)	(\$473)	(\$487)
Storm Drain Fund - 101	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADJUSTMENTS	(\$18,283)	(\$18,793)	(\$19,317)
Balance to Levy	\$45,814	\$47,188	\$48,604
Total Revenue at Maximum Rate	\$45,814	\$47,188	\$48,604
Variance above/(below) Maximum Revenue	\$0	\$0	\$0
DISTRICT STATISTICS			
Total Parcels	186	186	186
Total Parcels Levied	186	186	186
Total EDUs	186.00	186.00	186.00
Total EDUs Levied	186.00	186.00	186.00
Proposed Levy per EDU	\$246.31	\$253.70	\$261.31
Max Levy per EDU ⁴	\$246.31	\$253.70	\$261.31
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$1,851	(\$15,945)	(\$34,503)
Reserve Fund Adjustment	(\$17,824)	(\$18,319)	(\$18,830)
Interest (1.5%)	<u>\$28</u>	<u>(\$239)</u>	<u>(\$518)</u>
Projected Reserve Fund Balance at End of Year	(\$15,945)	(\$34,503)	(\$53,850)



City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2019-20			
Zone 36			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$0	\$0	\$0
Contracted Services - 5200	\$0	\$0	\$0
Materials - 5300	\$0	\$0	\$0
Capital Projects - 5600	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL DIRECT	\$0	\$0	\$0
ADMINISTRATION COSTS ²			
Overhead - 5900	\$0	\$0	\$0
LMD Administration	\$0	\$0	\$0
Internal Services - 5400	\$0	\$0	\$0
County Collection Fee	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADMINISTRATION	\$0	\$0	\$0
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$0	\$0	\$0
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	\$0	\$0	\$0
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	\$0	\$0	\$0
Storm Drain Fund - 101	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADJUSTMENTS	\$0	\$0	\$0
Balance to Levy	\$0	\$0	\$0
Total Revenue at Maximum Rate	\$6,648	\$6,847	\$7,053
Variance above/(below) Maximum Revenue	(\$6,648)	(\$6,847)	(\$7,053)
DISTRICT STATISTICS			
Total Parcels	1	1	1
Total Parcels Levied	1	1	1
Total EDUs	72.00	72.00	72.00
Total EDUs Levied	72.00	72.00	72.00
Proposed Levy per EDU	\$0.00	\$0.00	\$0.00
Max Levy per EDU ⁴	\$92.33	\$95.10	\$97.95
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$2,414	\$2,450	\$2,487
Reserve Fund Adjustment	\$0	\$0	\$0
Interest (1.5%)	<u>\$36</u>	<u>\$37</u>	<u>\$37</u>
Projected Reserve Fund Balance at End of Year	\$2,450	\$2,487	\$2,524



City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2019-20			
Zone 37			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$0	\$0	\$0
Contracted Services - 5200	\$0	\$0	\$0
Materials - 5300	\$0	\$0	\$0
Capital Projects - 5600	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL DIRECT	\$0	\$0	\$0
ADMINISTRATION COSTS ²			
Overhead - 5900	\$0	\$0	\$0
LMD Administration	\$0	\$0	\$0
Internal Services - 5400	\$0	\$0	\$0
County Collection Fee	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADMINISTRATION	\$0	\$0	\$0
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$0	\$0	\$0
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	\$0	\$0	\$0
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	\$0	\$0	\$0
Storm Drain Fund - 101	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADJUSTMENTS	\$0	\$0	\$0
Balance to Levy	\$0	\$0	\$0
Total Revenue at Maximum Rate	\$7,017	\$7,228	\$7,444
Variance above/(below) Maximum Revenue	(\$7,017)	(\$7,228)	(\$7,444)
DISTRICT STATISTICS			
Total Parcels	10	10	10
Total Parcels Levied	10	10	10
Total EDUs	76.00	76.00	76.00
Total EDUs Levied	76.00	76.00	76.00
Proposed Levy per EDU	\$0.00	\$0.00	\$0.00
Max Levy per EDU ⁴	\$92.33	\$95.10	\$97.95
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$4,735	\$4,806	\$4,878
Reserve Fund Adjustment	\$0	\$0	\$0
Interest (1.5%)	<u>\$71</u>	<u>\$72</u>	<u>\$73</u>
Projected Reserve Fund Balance at End of Year	\$4,806	\$4,878	\$4,951



City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2019-20			
Zone 40			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$2,455	\$2,529	\$2,605
Contracted Services - 5200	\$5,271	\$5,429	\$5,592
Materials - 5300	\$95	\$98	\$100
Capital Projects - 5600	<u>\$277</u>	<u>\$286</u>	<u>\$294</u>
TOTAL DIRECT	\$8,098	\$8,341	\$8,591
ADMINISTRATION COSTS ²			
Overhead - 5900	\$603	\$621	\$639
LMD Administration	\$132	\$132	\$132
Internal Services - 5400	\$290	\$299	\$308
County Collection Fee	<u>\$3</u>	<u>\$3</u>	<u>\$3</u>
TOTAL ADMINISTRATION	\$1,028	\$1,055	\$1,083
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$9,126	\$9,396	\$9,674
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	(\$5,419)	(\$5,578)	(\$5,741)
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	\$535	\$551	\$567
Storm Drain Fund - 101	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADJUSTMENTS	(\$4,885)	(\$5,027)	(\$5,174)
Balance to Levy	\$4,242	\$4,369	\$4,500
Total Revenue at Maximum Rate	\$4,242	\$4,369	\$4,500
Variance above/(below) Maximum Revenue	\$0	(\$0)	\$0
DISTRICT STATISTICS			
Total Parcels	1	1	1
Total Parcels Levied	1	1	1
Total EDUs	9.00	9.00	9.00
Total EDUs Levied	9.00	9.00	9.00
Proposed Levy per EDU	\$471.29	\$485.43	\$499.99
Max Levy per EDU ⁴	\$471.29	\$485.43	\$499.99
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	(\$3,536)	(\$9,008)	(\$14,586)
Reserve Fund Adjustment	(\$5,419)	(\$5,578)	(\$5,741)
Interest (1.5%)	<u>(\$53)</u>	<u>\$0</u>	<u>\$0</u>
Projected Reserve Fund Balance at End of Year	(\$9,008)	(\$14,586)	(\$20,327)



City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2019-20			
Zone 41			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$287	\$296	\$304
Contracted Services - 5200	\$1,286	\$1,324	\$1,364
Materials - 5300	\$11	\$11	\$12
Capital Projects - 5600	<u>\$32</u>	<u>\$33</u>	<u>\$34</u>
TOTAL DIRECT	\$1,616	\$1,665	\$1,715
ADMINISTRATION COSTS ²			
Overhead - 5900	\$70	\$73	\$75
LMD Administration	\$16	\$16	\$16
Internal Services - 5400	\$34	\$35	\$36
County Collection Fee	<u>\$3</u>	<u>\$3</u>	<u>\$3</u>
TOTAL ADMINISTRATION	\$123	\$126	\$130
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$1,740	\$1,791	\$1,844
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	\$10	\$11	\$12
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	(\$63)	(\$65)	(\$67)
Storm Drain Fund - 101	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADJUSTMENTS	(\$53)	(\$54)	(\$55)
Balance to Levy	\$1,686	\$1,737	\$1,789
Total Revenue at Maximum Rate	\$1,686	\$1,737	\$1,789
Variance above/(below) Maximum Revenue	\$0	\$0	\$0
DISTRICT STATISTICS			
Total Parcels	1	1	1
Total Parcels Levied	1	1	1
Total EDUs	4.15	4.15	4.15
Total EDUs Levied	4.15	4.15	4.15
Proposed Levy per EDU	\$406.35	\$418.54	\$431.10
Max Levy per EDU ⁴	\$406.35	\$418.54	\$431.10
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$7,708	\$7,833	\$7,962
Reserve Fund Adjustment	\$10	\$11	\$12
Interest (1.5%)	<u>\$116</u>	<u>\$118</u>	<u>\$119</u>
Projected Reserve Fund Balance at End of Year	\$7,833	\$7,962	\$8,093



City of Tracy			
Consolidated Landscape Maintenance District			
Proposed Budget for Fiscal Year 2019-20			
Zone 42			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$1,222	\$1,259	\$1,297
Contracted Services - 5200	\$50	\$52	\$54
Materials - 5300	\$47	\$49	\$50
Capital Projects - 5600	<u>\$138</u>	<u>\$142</u>	<u>\$146</u>
TOTAL DIRECT	\$1,458	\$1,502	\$1,547
ADMINISTRATION COSTS ²			
Overhead - 5900	\$300	\$309	\$318
LMD Administration	\$0	\$0	\$0
Internal Services - 5400	\$144	\$149	\$153
County Collection Fee	<u>\$6</u>	<u>\$6</u>	<u>\$6</u>
TOTAL ADMINISTRATION	\$451	\$464	\$478
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$1,909	\$1,966	\$2,024
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	\$5,358	\$5,309	\$5,259
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	(\$267)	(\$275)	(\$283)
Storm Drain Fund - 101	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADJUSTMENTS	\$5,091	\$5,034	\$4,976
Balance to Levy	\$7,000	\$7,000	\$7,000
Total Revenue at Maximum Rate	\$27,377	\$28,199	\$29,045
Variance above/(below) Maximum Revenue	(\$20,377)	(\$21,199)	(\$22,045)
DISTRICT STATISTICS			
Total Parcels	2	2	2
Total Parcels Levied	2	2	2
Total EDUs	441.00	441.00	441.00
Total EDUs Levied	441.00	441.00	441.00
Proposed Levy per EDU	\$15.87	\$15.87	\$15.87
Max Levy per EDU ⁴	\$62.08	\$63.94	\$65.86
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$36,845	\$42,756	\$48,707
Reserve Fund Adjustment	\$5,358	\$5,309	\$5,259
Interest (1.5%)	<u>\$553</u>	<u>\$641</u>	<u>\$731</u>
Projected Reserve Fund Balance at End of Year	\$42,756	\$48,707	\$54,696



City of Tracy Consolidated Landscape Maintenance District Proposed Budget for Fiscal Year 2019-20			
Zone 43			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$1,148	\$1,182	\$1,218
Contracted Services - 5200	\$918	\$946	\$974
Materials - 5300	\$44	\$46	\$47
Capital Projects - 5600	<u>\$130</u>	<u>\$133</u>	<u>\$137</u>
TOTAL DIRECT	\$2,240	\$2,307	\$2,376
ADMINISTRATION COSTS ²			
Overhead - 5900	\$282	\$290	\$299
LMD Administration	\$40	\$40	\$40
Internal Services - 5400	\$136	\$140	\$144
County Collection Fee	<u>\$114</u>	<u>\$114</u>	<u>\$114</u>
TOTAL ADMINISTRATION	\$571	\$583	\$596
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$2,811	\$2,891	\$2,973
Capital Improvement Projects	\$0	\$0	\$0
Zone Reserves Adjustment	\$5,397	\$5,323	\$5,248
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	(\$208)	(\$214)	(\$220)
Storm Drain Fund - 101	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL ADJUSTMENTS	\$5,189	\$5,109	\$5,027
Balance to Levy	\$8,000	\$8,000	\$8,000
Total Revenue at Maximum Rate	\$21,705	\$22,356	\$23,026
Variance above/(below) Maximum Revenue	(\$13,705)	(\$14,356)	(\$15,026)
DISTRICT STATISTICS			
Total Parcels	105	105	105
Total Parcels Levied	105	105	105
Total EDUs	105.00	105.00	105.00
Total EDUs Levied	105.00	105.00	105.00
Proposed Levy per EDU	\$76.19	\$76.19	\$76.19
Max Levy per EDU ⁴	\$206.71	\$212.91	\$219.30
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$31,851	\$37,726	\$43,615
Reserve Fund Adjustment	\$5,397	\$5,323	\$5,248
Interest (1.5%)	<u>\$478</u>	<u>\$566</u>	<u>\$654</u>
Projected Reserve Fund Balance at End of Year	\$37,726	\$43,615	\$49,517



City of Tracy			
Consolidated Landscape Maintenance District			
Proposed Budget for Fiscal Year 2019-20			
Consolidated Totals - 41 Zones			
	Proposed Budget FY 2019-20	Forecasted Budget FY 2020-21	Forecasted Budget FY 2021-22
DIRECT COSTS ¹			
Personnel - 5100	\$1,063,644	\$932,183	\$960,149
Contracted Services - 5200	\$1,736,078	\$1,788,160	\$1,841,805
Materials - 5300	\$331,063	\$340,995	\$351,224
Capital Projects - 5600	<u>\$624,273</u>	<u>\$643,001</u>	<u>\$662,291</u>
TOTAL DIRECT	\$3,755,058	\$3,704,339	\$3,815,469
ADMINISTRATION COSTS ²			
Overhead - 5900	\$260,756	\$268,579	\$276,636
LMD Administration	\$61,026	\$61,026	\$61,026
Internal Services - 5400	\$125,562	\$129,329	\$133,209
County Collection Fee	<u>\$25,338</u>	<u>\$25,341</u>	<u>\$25,341</u>
TOTAL ADMINISTRATION	\$472,683	\$484,275	\$496,212
LEVY ADJUSTMENTS ³			
TOTAL DIRECT AND ADMIN COSTS	\$4,227,740	\$4,188,614	\$4,311,682
Capital Improvement Projects	(\$537,232)	\$0	\$0
Zone Reserves Adjustment	(\$342,402)	(\$746,251)	(\$772,234)
Gas Tax Support	\$0	\$0	\$0
General Fund - 101	(\$98,404)	(\$101,356)	(\$104,397)
Storm Drain Fund - 101	<u>(\$20,000)</u>	<u>(\$20,600)</u>	<u>(\$21,218)</u>
TOTAL ADJUSTMENTS	(\$998,039)	(\$868,207)	(\$897,849)
Balance to Levy	\$3,229,701	\$3,320,399	\$3,413,817
Total Revenue at Maximum Rate	\$4,034,522	\$4,155,558	\$4,280,225
Variance above/(below) Maximum Revenue	(\$804,821)	(\$835,159)	(\$866,408)
DISTRICT STATISTICS			
Total Parcels	16,806	16,806	16,806
Total Parcels Levied	16,368	16,368	16,368
Total EDUs	25,583	25,583	25,583
Total EDUs Levied	24,922	24,922	24,922
Proposed Levy per EDU	\$5,259.45	\$5,410.03	\$5,565.04
Max Levy per EDU ⁴	\$7,112.61	\$7,325.98	\$7,545.76
FUND BALANCE INFORMATION			
Reserve Fund			
Beginning Fund Balance	\$7,001,170	\$6,765,254	\$6,122,720
Reserve Fund Adjustment	(\$342,366)	(\$746,251)	(\$772,234)
Interest (1.5%)	<u>\$106,449</u>	<u>\$103,717</u>	<u>\$94,854</u>
Projected Reserve Fund Balance at End of Year	\$6,765,254	\$6,122,720	\$5,445,341

PART III – QUANTIFICATION OF BENEFIT

The Act allows cities to establish benefit zones for the purpose of providing certain public improvements which provide a special benefit to the parcels. This includes the construction, maintenance, and servicing of street lights, traffic signals, and landscaping facilities. Section 22573 of the Act requires that maintenance assessments be levied according to benefit rather than according to the assessed value of property. This section states:



The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.

— Streets and Highways Code Section 22573

Section 22574 of the Act permits the designation of zones of benefit within any individual assessment district if “by reason of variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvements.”

In addition, Proposition 218, the “Right to Vote on Taxes Act,” which was approved on the November 1996 Statewide ballot and added Article XIID to the California Constitution, requires that a parcel’s assessment not exceed the reasonable cost of the proportional special benefit conferred on that parcel. Proposition 218 provides that only special benefits are assessable and the City must separate the general benefits from the special benefits. In addition, Proposition 218 also requires that publicly owned property which benefits from the improvements be assessed, unless there is clear and definite evidence that those properties receive no special benefit. Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts and public parkways.

The amount to be assessed may be apportioned by any formula or method which fairly distributes the amount among all assessable lots or parcels. Additionally, it’s required that the City separate the general benefits from the special benefits, because only special benefits may be assessed. The quantification and separation of general benefit from special benefits follows for each of the Zones and associated benefit areas.

PART IV – METHOD OF ASSESSMENT

General

The Method of Assessment outlines the formula by which property that receives special benefit from the improvements and services provided will be assessed annually. The Method of Assessment for the District follows:

Each parcel within the District is deemed to receive special benefit from the landscaping improvements. Each parcel that has a special benefit conferred upon it as a result of the maintenance and operation of the improvements is identified and the proportionate special benefit derived by each identified parcel is determined in relationship to the entirety of the costs of the maintenance, operation, and servicing of the improvements.

Each parcel is assigned a weighting factor known as an Equivalent Dwelling Unit (EDU) to identify the parcel's proportionate special benefit from the improvements. Each parcel's EDU is calculated based on the parcel's land use, development status and/or size as compared to other parcels that are associated with the improvements. All single-family residential properties are assigned an EDU of 1.00, and all other property types are assigned an EDU proportionate to the special benefits they receive as compared to this single-family residential property. The total EDU's in a Zone is divided into the total amount to be assessed (Balance to Levy) to establish the Levy per EDU (Rate). This Rate is then multiplied by the parcel's individual EDU to establish the parcel's levy amount.

The following formulas are used to calculate each property's assessment:

$$\text{Total Balance to Levy} \div \text{Total EDUs} = \text{Levy per EDU}$$

$$\text{Levy per EDU} \times \text{Parcel EDU} = \text{Parcel Levy Amount}$$

The formula used for each Zone reflects the composition of the parcels and properties, and the services provided, to accurately proportion the costs based on estimated special benefit to each parcel. The total Levy per EDU will vary between Zones due to the different costs to maintain the improvements within each Zone and the number of EDU within the Zone.

Land Use Classifications

Every parcel within the District is assigned a land use classification based on available parcel information obtained from the County Assessor's Office and City records. To assess benefits equitably, it is necessary to relate the different type of parcel improvements to each other. The Equivalent Dwelling Unit method of assessment apportionment uses the single-family home site as the basic unit of assessment. A single-family home site equals one Equivalent Dwelling Unit (EDU). Every other land use is converted to EDU's based on an assessment formula that equates the property's specific development status, type of development (land use), and size of the property, as compared to a single-family home site.

The EDU method of apportioning benefit is typically seen as the most appropriate and equitable assessment methodology for districts formed under the 1972 Act, as the benefit to each parcel from the improvements are apportioned as a function of land use type, size and development.

Single-Family Residential Subdivided Lot. This land use is defined as a fully subdivided residential home site with or without a structure. This land use is assessed 1.00 EDU per lot or parcel. This is the base value that all other land use types are compared and weighted against.

Planned-Residential Subdivision. This land use is defined as any property not fully subdivided, but has a specific number of proposed residential lots to be developed on the parcel (approved tract map). This land use type is assessed at 1.00 EDU per planned (proposed) residential lot.

Vacant, Undeveloped Private Property. This land use is defined as vacant property (undeveloped) that is not a fully subdivided residential lot or planned residential subdivision. This land use is assessed at 4.00 EDU per acre. Parcels less than 0.25 acres are assigned a minimum of 1.00 EDU. In Zones 10, 11, 36 and 37 this land use is assessed at 5.0 EDU per acre. Parcels less than 0.20 acres are assigned a minimum of 1.00 EDU.

Developed Non-Residential. This land use is defined as property developed for non-residential use, including, but not limited to, commercial and industrial properties, offices, churches and not-for-profit institutions and private schools. This land use type is assessed at 5.00 EDU per gross acre. Parcels less than 0.20 acres are assigned a minimum of 1.00 EDU.

Developed Multiple Residential Units. This land use is defined as a fully subdivided residential parcel that has more than one residential unit developed on the property. This land use is assessed 1.00 EDU per unit for properties that the number of units can be identified. For properties that the number of units cannot be identified the property is assessed as Developed Commercial/Industrial property at 5.00 EDU per gross acre, but a minimum of 1.00 EDU similar.

Undeveloped, Public Property. This land use identifies properties that are exempt and are assigned 0.00 EDU. This land use classification may include, but is not limited to lots or parcels identified as:

- Public streets and other roadways (typically not assigned an APN by the County);
- Dedicated public easements such as utility right-of-ways, detention basins, channel ways, greenbelts, parkways, parks and open space areas;
- Privately owned property that cannot be developed or is associated with another property such as common areas, sliver parcels and bifurcated lots or properties that have little or no land value;

These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment. Government-owned properties commonly identified as non-taxable properties by the County Assessor's Office are not exempt from District assessments unless:

- The property has restricted development or limited land use potential and the improvements clearly provide no benefit to the property; or
- The property provides additional or substantially similar improvements being provided by the

District (such is the case with parks, open space areas and common areas).

Developed Public Property. This land use is defined as developed property owned by a public agency such as City buildings or facilities owned by the utility companies. This land use type is assessed at 0.30 EDU per gross acre.

Developed Regional Commercial. This land use is defined as property that has been designated for regional commercial development (i.e. Shopping mall). This land use type is assessed at 0.36 EDU per gross acre.

Restricted/Special Land Use. This land use classification identifies properties that benefit from the improvements, but cannot be fairly categorized by one of the other land use designations. This land use classification may include, but is not limited to:

- Developed Commercial/Industrial properties that only a small portion of the parcel has been developed;
- Properties identified as planned residential subdivisions, but currently have development restrictions; or
- Vacant properties with development limitations or development plans that identify large portions of the property as open space areas, parklands or similar exempt land uses.

The following table shows the EDU factors assigned to each property type in the District:

Property Type	Factor	Basis
Single Family Residential – Subdivided Lot	1.00	Parcel
Planned Residential Subdivision	1.00	Planned Lot
Vacant, Undeveloped Private Property ⁽¹⁾	4.00	Acre
Vacant, Undeveloped Private Property (Zones 10, 11, 36 & 37) ⁽¹⁾	5.00	Acre
Developed, Non-Residential Property	5.00	Acre
Developed, Multi-Family Residential	1.00	Unit
Undeveloped, Public Property ⁽²⁾	0.00	Acre
Developed, Public Property ⁽³⁾	0.30	Acre
Developed, Regional Commercial ⁽⁴⁾	0.36	Acre

Notes

1. The Undeveloped Private property factor for Zones, 10, 11, 36 and 37 (5.00 EDU/Acre) reflects the more intense use of property within these Zones when the properties are developed as compared to property development in other Zones of the District, which are assigned a weighting factor of 4.00 EDU/Acre. It is important to note that the factors shown above are used to apportion the assessment within each specific Zone, not across the entire District and therefore this distinction is an appropriate reflection of these parcels' benefit compared to other property types within the respective Zones.

2. It has been determined that undeveloped public properties generally do not benefit from the improvements and services provided by the District and are not assessed. These types of properties generally include easements, detention basins, parks or properties that have little or no development potential and therefore receive no special benefits from the District improvements.
3. Developed Public properties typically receive comparatively less benefit from the improvements and services provided by the District, since the use and enhancement of these properties has little direct benefit from aesthetics of the local environment. The factor shown was originally established based on typical proportionate cost of service and hours of use for this land use type.
4. Regional Commercial properties have been assigned a reduced benefit because of their size and their more distant proximity to the District improvements. Additionally, due to the nature and hours of use, the benefit received by such properties from the improvements and services is substantially less than other developed properties. The factor shown was originally established based on a calculation of the proportionate cost of service, average floor area ratios, and hours of use.

Assessment Range Formula

The annual landscaping assessment shall be calculated for each parcel annually by multiplying each parcel's number of EDU's by the actual assessment rate for the specific fiscal year. The actual annual assessment rate levied in any fiscal year for the District may not exceed the maximum annual assessment rate for such fiscal year without receiving property owner approval for the increase. The actual assessment rate shall be as approved by the City Council, not to exceed the maximum annual assessment rate for such fiscal year, after a noticed public hearing has been conducted, as required by law.

In each year, starting in the first year after the consolidation of the District (2003-04), the maximum annual assessment rate for each Zone shall be increased in an amount equal to the lesser of: (1) three percent (3.0%), or (2) the annual percentage increase of the Local Consumer Price Index ("CPI") for All Urban Consumers, for the San Francisco-Oakland-San Jose Area.

Each fiscal year, the City shall identify the percentage difference between the CPI for June and the CPI for the previous June (or similar time period). This percentage difference shall then establish the range of increased assessments allowed based on CPI. Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, the City shall use the revised index or comparable system as approved by the City Council for determining fluctuations in the cost of living.

The actual annual assessment rate and actual assessments levied in any fiscal year will be as approved by the City Council and may not exceed the maximum annual assessment rate for that fiscal year without property owner approval via a Proposition 218 compliant increase procedure.

The percentage difference for the CPI for the San Francisco-Oakland-San Jose Area June 2017 to June 2018 was 3.48%. The maximum assessment rates allowed for Fiscal Year 2019-20 therefore, have been adjusted by 3.00% over the prior year's maximum assessment rates.

PART V – ASSESSMENT DIAGRAM

The assessment diagrams for each Zone in the District are on file with the City's Office of the City Clerk and available for public inspection.

The lines and dimensions of each lot or parcel within each Zone are those lines and dimensions shown on the maps of the Assessor of the County of San Joaquin for the fiscal year to which this Report applies. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

An overview map of the District showing the locations of each Zone is included herein as Appendix B.



PART VI – ASSESSMENT ROLL

The assessment set forth for each parcel is shown on the Assessment Roll for the District, submitted separately, as "Assessment Roll for the City of Tracy, Consolidated Landscape Maintenance District, Fiscal Year 2019-20", which exhibit is incorporated by reference herein as Appendix C under separate cover, and is on file in the Office of the City Clerk.

The Assessment Roll lists all parcels within the boundaries of the District as shown on the Assessment Diagram, Part D herein, and on the last equalized roll of the Assessor of the County of San Joaquin, which is by reference made part of this report.

A list of names and addresses of the owners of all parcels within this District is shown on the last equalized Property Tax Roll of the Assessor of the County of San Joaquin, which by reference is hereby made a part of this report. This list is keyed to the Assessor's Parcel Numbers as shown on the Assessment Roll on file in the office of the City Clerk of the City of Tracy.



APPENDIX A – IMPROVEMENT AREAS BY ZONE

Zone 1 Channel way on Central Avenue frontage to the Sycamore Village Apartments

Arterial Street Landscaping

Tracy Boulevard - Southeast corner of Tracy Boulevard and Central Avenue, north to 1688 S. Tracy Boulevard

Zone 2 Fairhaven subdivision on west side of Tracy Boulevard

Arterial Street Landscaping

S. Tracy Boulevard - West side, approximately 1,000 feet south of Valpico to Sycamore Parkway (Fairhaven subdivision)

Zone 3 Northwest section of Tracy, bordered by I-205 to the north, Byron Road to the south and O'Hare Drive to the east

Arterial Street Landscaping

Grant Line Road - north side from Corral Hollow Road to O'Hare Drive; south side from 1820 W. Grant Line Road, east to Lincoln Road; median island from Lincoln Road, west to Orchard Parkway; south side from Corral Hollow Road, west to Henley Parkway

Corral Hollow Road - west side from Grant Line Road, south to Byron Road; east side from Byron Road to approximately 150 feet north of Alegre; median island from Byron Road, north to Grant Line Road; east side from Grant Line Road, north to beginning of the channel way; median island on Corral Hollow Road, north of Grant Line Road to the Mall entrance

Kavanagh Avenue - south side from Corral Hollow Road, east to Golden Springs Drive

Lowell Avenue - north side from Henley Parkway heading west to the end of the sound wall; south side from Henley Parkway, west to Blandford Lane; median island from Corral Hollow Road, east to Lincoln Boulevard; south side from Corral Hollow Road, east to Promenade Circle; north side between the sound wall and curb, from Bridle Creek to Joe Pombo

Zone 3 (Cont.)

Parkway; south side from east end of subdivision to the end of the soundwall/Joe Pombo Parkway; south side from Joe Pombo Parkway to Blandford Lane; south side from Promenade Circle, east to the end of the sound wall; northside from Henley Parkway, west to the end of the sound wall

Orchard Parkway - east side from Lowell Avenue to Grant Line Road; median island from Hillcrest, north to Joseph Damon Drive; west side from Lowell Avenue, north to approximately 500 feet north of Hillcrest, and from Joseph Damon Drive to Grant Line Road (to be weed free between curb and fence line); west side between curb and fence line, approximately 500 feet south of Joseph Damon Drive

Henley Parkway - east side between sound wall and curb, from Lowell Avenue to Bridle Creek Drive; west side from Lowell Avenue, north to the end of the sound wall (north of Giovanni)

Blandford Lane - east side from Lowell Avenue heading south to the end of the sound wall, including traffic circle at Lowell Avenue and Blandford Lane

Subdivision Landscaping

Arnaudo Village - entryways at Lincoln Boulevard and Grant Line Road

Blossom Valley - entryways at Travao Lane and Grant Line Road, including median-island

Foothill Ranch Estates - entryway at Foothill Ranch Drive and Corral Hollow Road, including median-island

Woodfield Estates - entryway at Fieldview, including north and south side sound wall and median strip along Fieldview; entryway at Promenade Circle, including west side of sound wall and median island

Sterling Estates - Alegre – north side and median-island

Pheasant Run - entryways at Corral Hollow Road and Fieldview, including median-island; Annie Court adjacent to Fieldview, including south side of sound wall

Bridle Creek - entryway at Lowell Avenue and Bridle Creek Circle, including median island on Bridle Creek Circle; entryway at Bridle Creek Circle and Joe Pombo Parkway



Zone 3 (Cont.)

Heartland - entryways at Lowell Avenue and Oxford Way, including median-island on Oxford Way; entryway at Hampshire Lane, including median strip

Laurelbrook - entryway at Laurelbrook Drive and Southbrook Lane, including median strip

Foothill Vista - entryway at Hillcrest Drive between Orchard Parkway and Isabel Virginia

Countryside - Giovanni Lane, both sides, including median-island, from Henley Parkway, west to Rochester Street

Park Maintenance

Arnaudo Village - Slater Park on Suellen Drive

Foothill Ranch Estates - New Harmon Park on Hillcrest Drive

Laurelbrook - Dr. Ralph Allen Park at Veranda Court and Dorset Lane

Sterling Estates - Pombo Family Park on Joseph Damon Drive and Mary Alice Court

Park Atherton - Eagan Park on Oxford Lane and Lowell Avenue; Thrasher Park on Lowell Avenue and Joseph Menusa Drive; McCray Park on Fieldview Drive and Vivian Lane

Weed Abatement

Corral Hollow - Byron Road, north to Grant Line Road

Grant Line - north side from Corral Hollow Road heading west 500 feet from curb to 10 feet behind curb

Orchard Parkway - east side from Lowell Avenue to Hillcrest Drive curb to sidewalk; Orchard Parkway median island from Lowell Avenue to Grant Line Road

Pombo Parkway - east side from existing landscape, north to the end of the sound wall



Zone 4 Located in front of the Summergate Apartments on Grant Line Road

Weed Abatement

Grant Line Road - in front of apartment complex

Zone 5 Located south of East Grant Line Road and east of Esther Drive. No maintenance activity currently being performed

Zone 6 Located on the southwest corner of Clover Drive and North Tracy Boulevard. No maintenance activity currently being performed

Zone 7 Located within the boundaries of 11th Street to the south, Corral Hollow Road, the SPRR tracks to the south and Hickory Avenue on the east

Arterial Street Landscaping

Lauriana Lane - west side of Cypress Drive, south to Schulte Drive

Cypress Drive - north side from approximately 100 feet west of Hickory Avenue, west to Lauriana Lane; south side and median island from Lauriana Lane to Corral Hollow Road

Corral Hollow Road - east side approximately 300 feet north of Tennis Lane, south to the railroad tracks; east side, south from 11th Street to Cypress Drive (Safeway frontage only to include from face of curb to face of sidewalk); median strip from 11th Street, south to railroad tracks, south of Schulte Road; west side from Krohn Road, south to Cypress curb, to bike path

Schulte Road - from Corral Hollow Road heading east. The south side ends 1,000 feet before the railroad tracks. The north side ends at the railroad tracks and includes the median island

Subdivision Landscaping

Fox Hollow - entryways at Tennis Lane and Lauriana Lane; entryways at Cypress Drive and Fox Hollow; entryways at Cypress Drive and Hunter's Trail; entryways at Tennis Lane and Corral Hollow Road, including median strip and two cul-de-sacs at Pheasant Run Court and Thomas Dehaven Court



Zone 7 (Cont.)

Harvest Country West - entryways at Raywood Lane, including median strip

Quail Meadows - entryway at Golden Drive and Cypress Drive, including median strip; entryway at Quail Meadows, including median strip

Candlewood Estates - entryway at Glen Drive and Cypress Drive, including median strip

Corral Hollow Estates - entryway at Lauriana Lane, both side, including median strip from Schulte Road, south approximately 92 feet

Park Maintenance

Fox Hollow - Kit Fox Park at Foxwood Court and Fox Hollow Way; Rippin Park at Tennis Lane and Firefly

Harvest Country West - Harvest Park at Birchwood Court and Fireside Lane

Candlewood Estates - Patzer Park at Alden Glen Drive and Meadowlark

Quail Meadows - Bailor-Hennan Park on Golden Leaf Lane

Weed Abatement

11th Street - Church frontage west of Alden Glen Drive, from face of curb to chain link fence

Schulte Road - from railroad tracks east of Lauriana Lane, heading west 1,000 feet to start of landscaping, 10 feet from the curb

Zone 8 Located within the boundaries of Corral Hollow Road on the west and 11th Street on the south

Arterial Street Landscaping

Belconte Drive - from 11th Street to Byron Road, east and west sides, including median-island

Redington Drive - median-island, east and west of Belconte Drive

Zone 8 (Cont.)

Byron Road - from Corral Hollow Road, west approximately 2,280 feet to the end of the subdivision sound wall

Corral Hollow Road - west side from Byron Road to 11th Street

Park Maintenance

Fabian – Fabian Park on Redington Drive

Zone 9 **Located west of Tracy Boulevard from the SPRR spur line to Corral Hollow Road on the west, and the City limits on the south**

Arterial Street Landscaping

Tracy Boulevard - Circle B Ranch – west side from 245 feet north of Mt. Diablo Avenue, heading south past Schulte Road

Tracy Boulevard - Heritage subdivision – west side starting from approximately 200 feet north of Meday Drive, heading south.

Tracy Boulevard - west side from Central Avenue heading south approximately 970 feet south of Valpico Road, next to the baseball field

Tracy Boulevard - west side from Sycamore Parkway heading south approximately 570 feet, to the end of the sound wall

Corral Hollow Road - from the railroad tracks south to Parkside drive, approximately 600 feet

Sycamore Parkway - west side and medians from Amberwood Lane south to Dove Lane; south of Central Avenue to Tracy Boulevard; west side, from Schulte Road, south to Amberwood Lane

Schulte Road - median strip from Tracy Boulevard to railroad tracks; north side from Tracy Boulevard to Sycamore Parkway; south side from Tracy Boulevard to west end of shopping center; south side from Sycamore Parkway, west to the end of the sound wall; south side from Sycamore Parkway, east to the shopping center

Zone 9 (Cont.)

Valpico Road - Tracy Boulevard, both side, west to the City limits; median islands from Tracy Boulevard, west to the City limits

West Central Avenue - median from Tracy Boulevard to Sycamore Parkway; north side from Tracy Boulevard, west to the end of Cedrus Drive

Subdivision Landscaping

Circle B Ranch - entryways at Morris Phelps and Schulte Road; entryways at Mt. Diablo Avenue and Tracy Boulevard

Hearthstone - entryways at Menay Drive and Tracy Boulevard; entryways at Amberwood Ln. and Sycamore Parkway cul-de-sac at Yorkshire Loop and Hampton Ct.

Regency Square - entryways at Monument Drive, Tracy Boulevard and Sycamore Parkway; Monument Drive (north and south sides), including

median islands at Monterey and Vintage Courts; cul-de-sac at southeast corner of Tahoe Court and northwest corner; cul-de-sacs at northeast and southwest corners of Tahoe Circle; court adjacent to Mt. Oso Mini Park on Henderson Court; court adjacent to Mt. Diablo Mini Park on Alpine Court

Muirfield - entryway at Steinbeck; entryway at Petrig; cul-de-sac at Whitman Court; cul-de-sac at Longfellow Court; entryway at Dove Lane; median island on Chaplin, east and west of Sycamore Parkway; cul-de-sac at Shaw Creek; cul-de-sac at Williams Court; cul-de-sac at Bogart Court; cul-de-sac at Hepburn Court; entryway at Allegheny

Glen Creek - entryway at Glen Creek Way

Greystone Station - median-island at Windham; median-island at Sudley Drive

Harvest Glen - entryway at Ray Harvey Drive; entryway at Meadow Lane; cul-de-sac at Cornucopia

Ironwood - entryway at Monument Drive; walking path from Whitehaven Court, heading west to Mountain View Road; cul-de-sac at Newcastle Court; cul-de-sac at Clairmont Court; cul-de-sac at Hampton Court



Zone 9 (Cont.)

Sienna Park - entryway at Sienna Park Drive, including median strip;
pedestrian walkway at Delores Lane and Katlin Court

Heritage Subdivision - median on Cedrus Drive; entryway at Cedrus Drive
(east end); cul-de-sac at Iberis Court

Park Maintenance

Hearthstone - Valley Oak Park at Larkspur and Honeysuckle Court; Evelyn
Costa Park at Claremont Drive and Whitehaven Court

Parkside Estates - Evans Park on Parkside Drive

Harvest Glen - Fitzpatrick Park on Savanna Drive; Albert Emhoff Park on
Jonathon Place and Moonlight Way

Regency Square - Mt. Oso Park at Henderson Court; Mt. Diablo Park at
Alpine Court

Muirfield - Golden Spike Park on Christy Court; Fred Icardi Park on Russell
Street at Steinbeck Way; Westside Pioneer Park at Cagney Drive and
Hepburn Street

Circle B - Sister Cities Park at Moris Phelps Drive and Saddleback Court

Greystone Station - John Kimball Park at Tom Fowler Drive and Sudley

Sienna Park - Tracy Press Park at Schulte Road and Weeping Willow Lane

Zone 10 **Includes the MacArthur Drive area, bounded by I-205 to the north and 11th Street to the south**

Arterial Street Landscaping

MacArthur Drive - east side, from Pescadero Avenue south to 2020
MacArthur Drive (curb to sidewalk). West side from Grant Line Road to
11th Street, approximately 35 feet from curb; median strip from I-205 to
11th Street; west side from Pescadero Avenue, south to end of the
California Esprit subdivision; east side from Pescadero Avenue, north 165
feet; west side from Pescadero to a private canal; North side of 11th
Street at channelway



Zone 10 (Cont.)

Pescadero Avenue - north side, from MacArthur Drive, east to the end of the Outlet Center, curb to sidewalk and median strip; adjacent to Yellow Freight, from redwood header to sidewalk; south side adjacent to Market Wholesale, from face of curb approximately 30 feet; south side adjacent to the California Esprit subdivision, from MacArthur Drive west to the end of the sound wall; south side from MacArthur Drive, east to McLane Food Services; north side starting at 3403 Bungalows Drive to MacArthur Drive

Grant Line Road - north side, MacArthur Drive, east to the City limits, including median strip

Zone 11 **Located southwest at the corner of W. Eleventh Street and N. MacArthur Drive.**
In front of storage facility

Zone 12 **Located northwest of I-205 including the existing arterial landscaping along the right-of-way on Naglee Road and Grant Line Road**

Arterial Street Landscaping

Naglee Road - from Grant Line Road to Auto Plaza Drive, median and 5 foot strip between curb and sidewalk on the east side; west side from Pavilion Parkway to Robertson Drive, turf and curb strip only

Auto Plaza Drive - south side curb face to sidewalk, from Naglee Road, east to dead end

Robertson Drive - both sides of the street curb face to sidewalk, from Naglee Road, west to Pavilion Parkway

Grant Line Road - south side from 2850 W. Grant Line Road, west to 3292 W. Grant Line Road; north side from west driveway of Chevron at 2615 W. Grant Line Road, west to the western edge of the property at 2785 W. Grant Line Road

Pavilion Parkway - both sides of the street curb face to sidewalk, from Naglee Road to Power Road; median from Naglee Road, west to Power Road



Zone 13 Located southwest of I-205 with 11th Street bordering on the south, Lammers Road on the west and Byron Road on the north

Arterial Street Landscaping

Fabian Road - north side from the edge of the sound wall, east to Montgomery Lane, west to Lammers Road

Lammers Road - east side from Fabian Road, north to Feteira Way

Subdivision Landscaping

Westgate - entryway at Westgate Drive, both sides, east to Antonio Loop; entryway from Feteira Way to Glazzy Lane, both sides, from Lammers Road, east to Glazzy Lane; median on Souza Way, from Thelma Loop to Antonio Loop

Park Maintenance

Souza Park South - on Antonio Loop between Souza Way and Ann Marie Way

Souza Park North - on Thelma Loop between Milton Jenson Court and Michael Drive

Zone 14 Bounded on the west by Lammers Road, on the east by Corral Hollow Road and on the south by Schulte Road and the railroad tracks

Arterial Street Landscaping

Corral Hollow Road - west side, 234 feet north of Tracey Jean Way, including the walking path between Corral Hollow Road and Tracey Jean Court

Subdivision Landscaping

Gabriel Estates - entryway at Tracey Jean Way, including median strip

Park Maintenance

Joan Sparks Park - on Carol Ann Drive

Chandeyne Kingsley Park - on Robert Gabriel Drive



Zone 15 Located in the southwest section of the City, bordered by Tracy Boulevard, Linne Road and Corral Hollow Road

Arterial Street Landscaping

Tracy Boulevard - west side, from approximately 700 feet north of Whispering Wind, south to the end of the sound wall

Whispering Wind - both sides, including medians from Tracy Boulevard, west to English Oaks Lane

Applebrook Lane - both sides, including median from Whispering Wind, south to approximately 75 feet

English Oak Lane - east side from Whispering Wind, north to approximately 80 feet

Windsong Drive - both sides, including median from Tracy Boulevard, west to approximately 370 feet

Corral Hollow Road - east side from north of Peony Drive, heading south to railroad tracks

Subdivision Landscaping

Edgewood VI - entryway at Peony Drive, both sides, including median strip from Corral Hollow Road, east to Maison Court; entryway at Middlefield Drive, both sides, including median strip from Corral Hollow Road, east to Whispering Wind Drive

Park Maintenance

William Adams Park - on Edgewood Terrace Drive

Don Cose Park - on Whirlway Lane

Bill Schwartz Park - on Peony Drive

Zone 16 Bordered on the north by Byron Road, 11th Street on the south, Palomar Drive on the west and Mamie Anderson on the east

Subdivision Landscaping

Crossroads Drive - Crossroads Drive, east and west from 11th Street to Tolbert Drive

Park Maintenance

Dan Busch Park - on the northeast corner of Crossroads Drive and Tolbert Drive

Zone 17 Includes all areas east of Tracy Boulevard between the SPRR tracks on the north and 100 feet north of Deerwood Lane on the south

Arterial Street Landscaping

Tracy Boulevard - east side from Valpico Road, north to the end of the shopping center (on-site landscape contractor maintains the 5,150 sq. ft. of shrubs and 800 sq. ft. of turf); east side from Valpico Road, south to the end of the shopping center

Central Avenue - west side from Schulte Road, south to Ferdinand Street and the east side from Schulte Road, south to Deerwood Lane; west side from Schulte Road, north to Country Court, including ground cover in front of fence on Mt. Oso

Schulte Road - north side from Tracy Boulevard, east to the cemetery; medians from east of Tract Boulevard to Gianelli; south side from Central Avenue to 300 feet east of Independence Drive

MacArthur Boulevard - west side from Krider Court, south to the north edge of the cemetery

Third Street - north side from Jaeger to Tudor

Leamon Street - south side of California Cameo Parkway from MacArthur Boulevard, west to Third Street and Jaeger Street

Mt. Diablo Avenue - south side (est. 1,000 sq. ft.) and median-island from MacArthur, west to Third Street



Zone 17 (Cont.)

Valpico Boulevard - south side from Tracy Boulevard, east to end of landscaping; north side from Tracy Boulevard, east to end of landscaping (on-site landscape contractor maintains the 4,906 sq. ft. of shrubs)

Subdivision Landscaping

Meadow Glen - entryways at Edenvale and Schulte Road; parkway from Cedar Mountain Drive to San Simeon Way

Victoria Park I - entryways at Gianelli, including median, south side of Schulte Road; cul-de-sacs at Elizabeth Court, Henry Court and Edward Court

Victoria Park II (American Classics) - cul-de-sacs at James Court and Mary Court

Victoria Park II (Traditions) - cul-de-sacs at Elysan, Lavender and Primrose Courts, and entrance at Junior Harrington, north side to 100 feet east

California Collections - entryways at MacArthur Drive and Wagtail Drive; cul-de-sac at Krider Court

California Renaissance - entryway median at Third Street; entryway and median at Hotchkiss Street; cul-de-sac at Sir Lancelot

California Cameo - entryway median at Leamon Street; cul-de-sac at Versailles Court; cul-de-sac at Czerny Street

Park Maintenance

Meadow Glen - Florence Stevens Park at Tassajero Court

Victoria Park - Sullivan Park on Victoria Street

California Collections - Huck Park on Wagtail Drive



Zone 18 Bounded on the north by Valpico Road, on the east by MacArthur Drive and on the south by Linne Road

Arterial Street Landscaping

Valpico Road (Glenbriar Estates) - south side from MacArthur Drive, west to the end of the sound wall; south side from Pebblebrook Drive, west to the end of the sound wall, approximately 600 feet (Pebblebrook Estates)

MacArthur Drive (Glenbriar Estates) - west side from Valpico Road, south to the end of the landscaping, approximately 290 south of Fair Oaks Road; west side from Glenbrook Drive, north 220 feet to the end of the landscaping

Subdivision Landscaping

Glenbriar Estates - Glenbriar Drive from Valpico Road, south to Glenbriar Circle, both sides and median

Pebblebrook Estates - entryway at Pebblebrook Drive, including median; cul-de-sac at Pebblebrook Court

Zone 19 Located north of the UPRR tracks, south of Valpico Road, east of Tracy Boulevard and west of Glenbriar Estates

Arterial Street Landscaping

Tracy Boulevard - east side including median from Valpico Road, south to UPRR tracks, Whispering Winds, Regency and Brookview,

Park Maintenance

William Kendal Lowes Park

Subdivision Landscaping

Regis Drive - west side from Whispering Wind Drive, south to Dietrick Avenue; from Regis Drive, east to 418 feet east of Reids Way; from Whispering Wind Drive, north to Arezzo Way, then east on Arezzo Way to Escatta Avenue

Brookview Drive - from Perennial Place, east to Glenhaven Drive, north side; from Regis Drive, east to Glenhaven Drive, south side



Zone 20 (Larkspur Estates) located generally south of Montclair Lane, west of MacArthur Drive, and north of Valpico Road

Arterial Street Landscaping

MacArthur Boulevard - west side from DeBord Drive, north 415 feet to the end of the sound wall, and south from DeBord Drive 213 feet to the end of the sound wall; median on DeBord Drive

Park Maintenance

Stalsberg Drive - Clyde Abbot Park located on the south dead end of Stalsberg Drive

Zone 21 (Huntington Park) located generally between Byron Road, south to Fabian Road and Gentry Lane, east to Jones Lane

Subdivision Landscaping

Huntington Park - entryway on Montgomery Lane, both sides from Fabian Road, north to King Loop, including median; entryway on Lankershire Drive, both sides from Byron Road, south to Kensington Court, including median; cul-de-sac on Kensington Court; Byron Road south side from Lankershire Drive, west 243 feet to the end of the sound wall, and east from Lankershire Drive 554 feet to the end of the sound wall; entryway at Byron Road, 100 feet to Ogden Sannazor, east and west side of the pathway

Mini-Park Maintenance

Richard Hastie Park – located on Huntington Park Drive

Zone 22 Generally located between Corral Hollow Road, east to Egret Drive, and from Persimmon Way, south to Starflower Drive on the western half and Dove Drive on the eastern half

Arterial Street Landscaping

Corral Hollow Road - east side from Starflower Drive, north to the end of the sound wall of the sound wall



Zone 22 (Cont.)

Subdivision Landscaping

Parkview (Muirfield 7) - north side of Persimmon Way along the sound wall from Geranium, west to Corral Hollow Road; west side of Lotus Way, along sound wall from Starflower Drive, north to Petunia; north side of Starflower along sound wall from Corral Hollow Road, east to Lotus Way, including median

Zone 23 Starflower Drive south to canal between Corral Hollow Road, Monroe Street and Gretchen Talley Park

Arterial Street Landscaping

Corral Hollow Road - from Starflower Drive, south to end of soundwall by private irrigation canal

Starflower Drive – Starflower Drive at Dove Drive, south to end of landscaping

Kagehiro Drive - from Corral Hollow Road, east to Mits Way

Zone 24 (Eastlake) - Located south of 26102 S. MacArthur Drive, north of Valpico Road and east of MacArthur Drive

Park Maintenance Only

Tiago Park - Located on Eastlake Circle between Crater Place and McKenna Court

Zone 25 Located north of Bricchetto Road and Schulte Road, east of Zone 32. No maintenance activity currently being performed

Zone 26 Located generally west of Corral Hollow Road, east of Lammers Road, north of Zone 14 and south of W. 11th Street

Arterial Street Landscaping

Corral Hollow Road - 60 feet north of Cypress Drive to the end of the sound wall, south approximately 240 feet; north side, 31 feet north of Cypress Drive

Zone 26 (Cont.)

Sterling Park II - from the San Marcos subdivision at Tennis Lane, 290 feet north to the Sterling Park subdivision; Tennis Lane, west of Corral Hollow Road center median and south side

Krohn Road - south side from Corral Hollow Road, west to end of landscaping

Subdivision Landscaping

Sterling Park - Cypress Drive, north and south side, including median; Banff, east and west side, including median

San Marcos - Schulte, north and south side, including median; Babcock entryway and median; Cabana entryway and median; Schulte Road, north 922 feet to Tennis Lane; Schulte Road, south to Golden Leaf Lane

Park Maintenance

Verner Harrison - located at Jill Drive and Brittany

Marlow Brothers - located at Adaire Lane and Golden Leaf Lane

John Erb Park - located Barcelona Drive and Cypress Drive

Zone 27 **Located generally west of Zone 26, south of Zone 28, north of Zones 25 and 14, approximately one mile east of Lammers Road**

Arterial Street Landscaping

South Gate - Schulte Road, east from Mabel Josephine to the end of the landscaping

South Gate - Mabel Josephine, south from Schulte Road to David Waite Drive

South Gate – Schulte Road median, east from Mabel Josephine to back side of 2431 Cabana Lane



Zone 28 Located generally south of W. 11th Street, west of Zone 26, north of Zone 27 and east of Lammers Road

Subdivision Landscaping

Crossroads Drive - from 11th Street, heading south on west side of the dead end of Crossroads Drive, curb to sound wall; from 11th Street, heading south on the east side of the dead end of Crossroads Drive; median from 11th Street, heading south to the end of Crossroads Drive; Cranston Court; Wyman Court; Bennet Court; Marshall Court

Jefferson Parkway - 11th Street, heading south to Safford Lane; median from 11th Street, heading south to Safford Lane; east side from 11th Street to end of Sports Complex

Zone 29 Located generally south of Schulte Road, north of Valpico Road, west of Chrisman Road and east of Zone 24

Arterial Street Landscaping

Valpico Road - north side of Valpico Road from Chrisman Road, heading west 1,018 feet to the end of the sound wall; north side from Elissagaray Drive, heading west 145 feet; north side starting 440 feet west of Elissagaray Drive at sound wall, heading 238 feet west to the end of the sound wall

Chrisman Road - west side of Valpico Road, heading north 960 feet past Elissagaray Drive

Subdivision Landscaping

Elissagaray Drive - east side from Valpico Road to Rodger Drive; east side from Rodger Drive, heading northeast to Chrisman Road, including Amatchi Drive entrances, east and west; west side from Rodger Drive, heading north to Dominique Drive; north side from Aldacourrou Street, heading east to Chrisman Road

Dominique Drive - -- south side from Elissagaray Drive, heading west 525 feet past Basque Drive



Zone 29 (Cont.)

Mount Pellier Street - west side from 125 feet south of Montauban Street, heading south 225 feet to the end of the fence at 2203 Mt. Pellier Street

Subdivision Court Landscaping

Balgorry Court - east side from 130 feet south of Rodger Drive, starting at the sound wall 210 feet to the end of the sound wall

Park Maintenance

Robert Kellogg Park - Located on Elissagaray Street

Zone 30 Yosemite Vista Housing Development located on S. MacArthur Drive

Arterial Street Landscaping

S. MacArthur Drive - from Yosemite Drive, heading north to the end of the sound wall; from Yosemite Drive, heading south to Jesse J. Martinez Drive; from Jesse J. Martinez Drive, heading south to the end of the landscaping

Yosemite Drive - median-island from S. MacArthur Drive, east approximately 100 feet

Park Maintenance

Sentinel Drive - Jim Raymond Park

Zone 31 Tracy Mini Storage

Arterial Street Landscaping

Tracy Boulevard - east of Tracy Boulevard, west of Zone 28 and south of Valpico Road

Zone 32 Located north of Schulte Road, east of Lammers Road. No maintenance activity currently being performed



Zone 33 Generally located south of I-205, north of the SPRR tracks and east of Chrisman Road

Arterial Street Landscaping

Grant Line Road - from Best Buy warehouse, east to Skylark Way

Zone 34 The triangle area located south of the SPRR tracks, north of W. 11th Street and east of Corral Hollow Road

Arterial Street Landscaping

Corral Hollow Road - east side from 11th Street, north to railroad tracks at Byron Road

11th Street - from railroad tracks east of Alden Glen, heading west to Corral Hollow Road, north side from sidewalk to mow strip

Zone 35 East side of Tracy Boulevard between Centre Court and Tennis Lane

Arterial Street Landscaping

Tracy Boulevard - east side from BSC, heading south 375 feet past Tennis Lane

11th Street - from railroad tracks east of Alden Glen, heading west to Corral Hollow Road, north side from sidewalk to mow strip

Subdivision Landscaping

Ryland Junction - entryway at Tracy Boulevard and Tennis Lane, including median; entryway at Tracy Boulevard and Centre Court, including median; Rockingham Court cul-de-sacs

Park Maintenance

Fisher Park - Located on Tracy Boulevard between Tennis Lane and Centre Court

Zone 36 El Pescadero at Grant Line Road

Arterial Street Landscaping

El Pescadero Park - south of El Pescadero Park, north of Grant Line Road and east of Buthmann

Zone 37 Forrest Greens

Arterial Street Landscaping

Acacia Street – north side of Acacia Street between East Street and MacArthur Drive

Zone 38 This Zone is split into four different areas within the District (Funded by City's General Fund, and not assessment revenue)

Arterial Street Landscaping

11th Street - north side of 11th Street from Belconte Drive, west to Lammers Road; north side of 11th Street from Corral Hollow Road, west to Belconte Drive, from curb to sidewalk; north side of 11th Street from rail road tracks east of Alden Glen Drive, west to Corral Hollow Road, from curb to sidewalk; south side of 11th Street from Corral Hollow Road, west to the end of the landscaping west of Jefferson Drove, curb to sidewalk; south side of 11th Street from railroad tracks east of Alden Glen Drive, west to Corral Hollow Road, curb to sidewalk; median on 11th Street from rail road tracks east of Alden Glen Drive, heading west to Lammers Road; Lammers Rd – westside, median and eastside from 11th Street to end of Kimball High School; on eastside from curb to fence.

Lammers Road – west side median, and east side from 11th Street to end Kimball High School; on east side from curb to fence

Grant Line Road - south side of Grant Line Road from 1820 W. Grant Line Road, east to Lincoln Boulevard; Corral Hollow Road, west side from Grant Line Road, north to I-205

Valpico Road - north side of Valpico Road from Glenbriar Drive, heading east to MacArthur Drive

Tracy Transit Station - plaza area in the middle of 6th Street from Central Avenue to D Street; traffic circle at the intersection of 6th Street and Central Avenue; traffic circle at the intersection of 6th Street and D Street; all on-site landscaping around the transit building and parking lot

Zone 40 Located at the northwest corner of Valpico Road and MacArthur



Arterial Street Landscaping

Rite-Aid - north side of Valpico Road from MacArthur Drive, heading west 370 feet to second driveway; west side of MacArthur Drive from Valpico Road, heading north 135 feet

Zone 41 Located at east side of Corral Hollow Road, north of Tennis Lane and south of Cypress Drive

Arterial Street Landscaping

Corral Hollow Road - east side of Corral Hollow Road fronting 350 N. Corral Hollow Road, starting from 285 feet north of Cypress Drive, heading north 375 feet to the end of the landscaping

Zone 42 Located at south side of W. Grant Line Road, north of Byron Road and west of S. Lammers Road

Arterial Street Landscaping

Grant Line – center median and south side from east to west of complex

Zone 43 Located east of MacArthur Drive and north of Valpico Road

Arterial Street Landscaping

Tract 3290 (Ventana) - ongoing maintenance, servicing and operation of the landscaping improvements within the public right-of-ways, to be installed in connection with this development

Channel Way with Arterial Landscaping

Located in Zone 1

Central Avenue - from Silkwood Lane, west to Tracy Boulevard (channel way in front of the Sycamore Village apartments); Central Avenue channel along the eastern side of the Sycamore Village apartments

Transit Corridor - bike path to face of curb



Located in Zone 3

Grant Line Road - east side from Grant Line Road to the I-205 freeway right-of-way, approximately 1,600 linear feet; east side from Grant Line Road, north to I-205 (no mow), weed down as needed

Orchard Parkway - west side of Orchard Parkway from Lowell Avenue to Grant Line Road

Vivian Lane/Rita Way - from south end of Vivian Lane, heading north past Rita Way to Lowell Avenue

Lowell Avenue - north side of Lowell Avenue to Orchard Parkway

Transit Corridor (bike path to face of curb) - east side of Corral Hollow Road from Grant Line Road to I-205; Orchard Parkway; Orchard Parkway, west side from Lowell Avenue to Grant Line Road; Vivian Lane/Rita Way from rail road tracks, south of Vivian Lane, north to Lowell Avenue; north side of Lowell Avenue, west to Orchard Parkway

Located in Zone 7

From edge of property to bike path - north side of Cypress Drive from Corral Hollow Road to Lauriana lane; east side of Lauriana Lane from Cypress Drive to Schulte Road; north side of Schulte Road from Lauriana Lane, east to the rail road tracks

Transit Corridor (bike path to face of curb) - starting at the rail road tracks on Schulte Road west of Sycamore Parkway, heading west to Lauriana Lane, then on Lauriana, then west on Cypress Drive to Corral Hollow Road

Located in Zone 9

From edge of property to bike path - north side of Schulte Road channel way from railroad tracks to Sycamore Parkway; east side of Sycamore Parkway from Schulte Road, south to Windham Drive; south side of Central Avenue from Tracy Boulevard to Sycamore Parkway; east side of Windham Drive, south from Sycamore Parkway to Cherry Blossom

Transit Corridor (bike path to face of curb) - from Cherry Blossom, north to Sycamore Parkway on the east side, north to Schulte Road then west to rail road tracks; Central Avenue from Tracy Boulevard, west to Sycamore Parkway; north side of Schulte Road from Sycamore Parkway, west to Lauriana Lane

Located in Zone 10

MacArthur Drive - landscaped channel way, east side from 11th Street overpass, north to driveway at 2020 MacArthur Drive-edge of property to bike path; non-landscaped channel area, east side from driveway at 2020 MacArthur Drive to Grant Line Road, north to Pescadero Road; I-205, west to rail road tracks west of MacArthur

Pescadero Avenue - starting from the east driveway of the Outlet Mall, heading east 835 feet to the curve, then heading north 975 feet to the curve, then west 2,080 feet, ending at MacArthur Drive; starting from the south side of Pescadero Avenue from the east driveway of the Outlet Mall, heading south 2,550 feet to Grant Line Road; starting on the eastern edge of the property at 800 Grant Line Road, heading south 485 feet, then picking back up on the south side of the rail road tracks and heading south 950 feet to MacArthur Drive (Channel way is approximately 50 feet wide)

Transit Corridor (bike path to face of curb) - east side of MacArthur Drive from the 11th Street overpass, north to 1,820 MacArthur Drive

Located in Zone 12

Naglee Detention Basin - around fence line to bottom of the berm; entrance on Naglee Road, northwest side of Auto Plaza Drive

Park and Ride Lot - transit corridor Park & Ride

Located in Zone 26

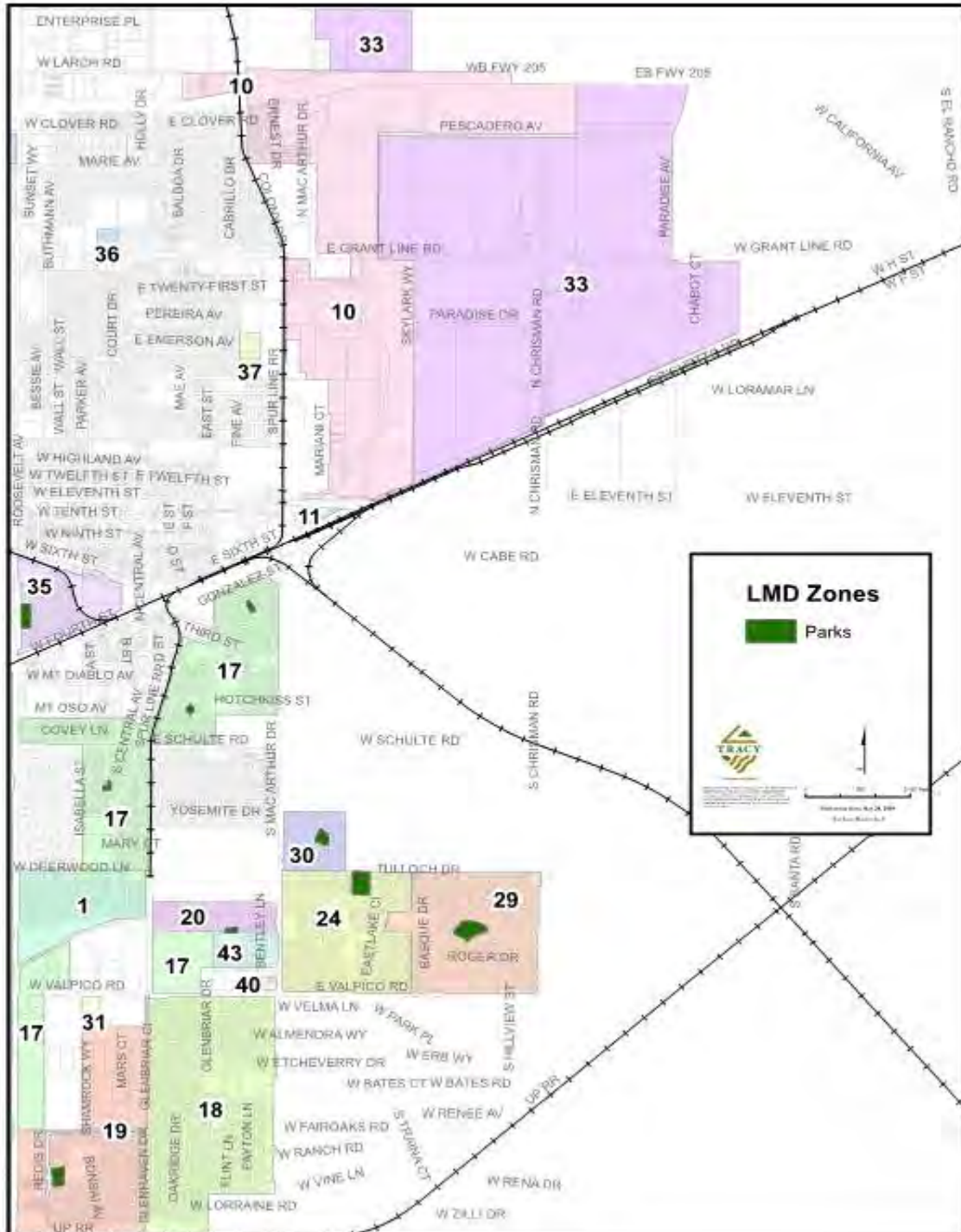
From edge of property to bike path - west side of Corral Hollow Road from Cypress Drive, north to Krohn Road; end of channel way from Krohn Road, 300 feet west to DB-V Detention Basin;

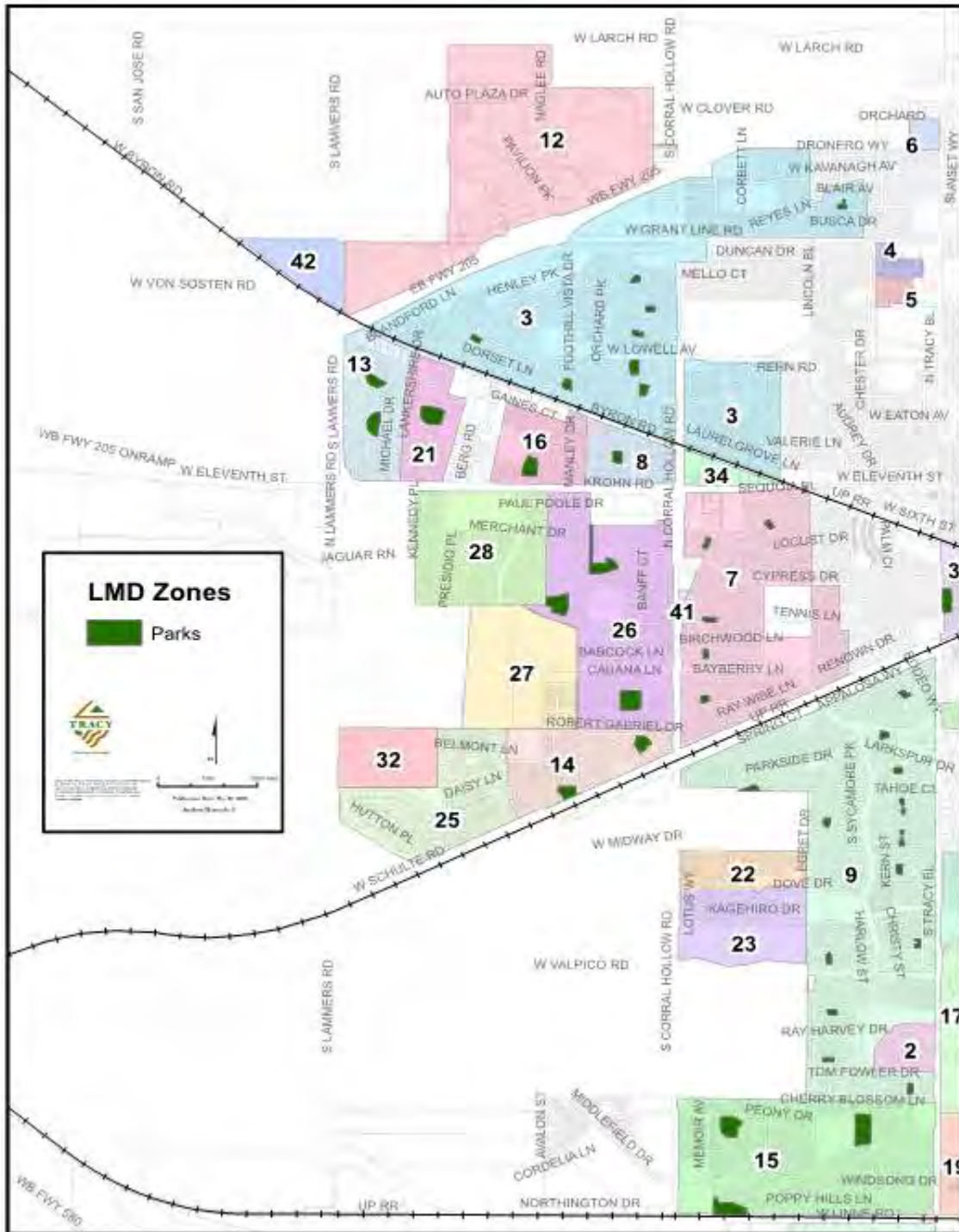
Placentia Fields Channel Way (General Fund Channel Way) - north of Cypress Drive towards 11th Street, then east to the end of the channel way

Transit Corridor (bike path to face of curb) - west side of Corral Hollow Road from Cypress Drive, north to Krohn Road

APPENDIX B – CONSOLIDATED LANDSCAPE MAINTENANCE MAP

A Diagram showing the District and Zone boundaries is on the following page.







APPENDIX C – ASSESSMENT ROLL

The assessment set forth for each parcel is shown on the Assessment Roll for the District, submitted separately, as "Assessment Roll for the City of Tracy, Consolidated Landscape Maintenance District, Fiscal Year 2019-20", which exhibit is incorporated by reference herein as Appendix C under separate cover, and is on file in the Office of the City Clerk.

The Assessment Roll lists all parcels within the boundaries of the District as shown on the Assessment Diagram, Part D herein, and on the last equalized roll of the Assessor of the County of San Joaquin, which is by reference made part of this report.

A list of names and addresses of the owners of all parcels within this District is shown on the last equalized Property Tax Roll of the Assessor of the County of San Joaquin, which by reference is hereby made a part of this report. This list is keyed to the Assessor's Parcel Numbers as shown on the Assessment Roll on file in the office of the City Clerk of the City of Tracy.

RESOLUTION _____

APPROVING THE ENGINEER'S REPORT REGARDING THE PROPOSED LEVY AND COLLECTION OF ASSESSMENTS FOR THE TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT, PURSUANT TO THE PROVISIONS OF THE LANDSCAPING AND LIGHTING ACT OF 1972 FOR FISCAL YEAR 2019/2020

WHEREAS, The City Council pursuant to provisions of the *Landscaping and Lighting Act of 1972 (commencing with Section 22500) Part 2, Division 15 of the California Streets and Highways Code* (hereinafter referred to as the "Act") did by previous Resolution, order the preparation of the Fiscal Year 2019/2020 Engineer's Report for the Tracy Consolidated Landscape Maintenance District (hereinafter referred to as the "District"), and

WHEREAS, Said Engineer's Report was filed with the City Clerk of the City of Tracy and upon review of the Report, the City Council had, by resolution, declared its intention to levy and collect assessments within the District for Fiscal Year 2019/2020 and fixed July 16, 2019 as the public hearing date to accept public comment and testimony regarding the District and proposed assessments in accordance with *Section 22624 of Chapter 3 of Part 2 of Division 15 of the California Streets and Highways Code*, and

WHEREAS, This City Council has examined and reviewed the Report as presented, and is satisfied with the description of the District, the Zones and improvements identified therein, each of the budget items and documents as set forth, and is satisfied that the proposed assessments have been spread proportionately in accordance with the special benefit each property receives from the improvements, operation, maintenance and services to be performed, as set forth in the Report or as modified by Council action and incorporated herein, and

WHEREAS, The Engineer's Report was completed and finalized after adoption of the City's Fiscal Year 2019/2020 Budget and minor adjustments are required to reconcile the Budget and Engineer's Report;

NOW, THEREFORE, BE IT RESOLVED, That the City Council hereby resolves, orders and determines as follows:

1. The above recitals are true and correct.
2. The Engineer's Report as previously presented or as modified by direction of the City Council shall consist of the following:
 - a) A sufficient description of the territory and properties within the District, the Zones therein and the improvements and services to be provided.
 - b) The Annual Budgets associated with the various improvements and services provided by the District (An estimate of the costs and expenses required for the operation and maintenance of the improvements within the various Zones of the District).
 - c) An Assessment Rate per benefit unit and description of the Method of Apportionment sufficient to calculate the proportional special benefit assessment to be applied to each parcel for Fiscal Year 2019/2020 and identification of the maximum assessment rates

that may be applied to properties within each Zone of the District and Assessment Roll identifying the special benefit assessment proposed for each assessed parcel within the District.

3. The Report as presented or as modified by City Council action is hereby approved. Said Report as presented or as modified is ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.
4. The Budget Officer is authorized to make necessary adjustments to the City's Budget to reconcile the Budget with the Engineer's Report.
5. The City Clerk shall certify to the passage and adoption of this Resolution and the minutes of this meeting shall so reflect the presentation and final approval of the Report.

* * * * *

The foregoing Resolution _____ was adopted by the City Council of the City of Tracy on the 16th day of July, 2019, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

RESOLUTION _____

ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT FOR FISCAL YEAR 2019/2020

WHEREAS, The City Council pursuant to provisions of the *Landscaping and Lighting Act of 1972 (commencing with Section 22500) Part 2, Division 15 of the California Streets and Highways Code* (hereinafter referred to as the "Act"), did by previous Resolution, initiate proceedings for the levy and collection of assessments against lots and parcels within the Tracy Consolidated Landscape Maintenance District (hereinafter referred to as the "District") for Fiscal Year 2019/2020, and

WHEREAS, Harris & Associates (the Assessment Engineer for the District) has prepared and filed the District Engineer's Report for Fiscal Year 2019/2020 with the City Clerk pursuant to *Section 22623* of the Act, and said report has been presented to the City Council, and is incorporated herein by reference, and

WHEREAS, The City Council desires to levy and collect assessments against parcels of land within the District for the fiscal year commencing July 1, 2019 and ending June 30, 2020, to pay the costs and expenses of operating, maintaining and servicing landscaping and appurtenant facilities located within the District;

NOW, THEREFORE, BE IT RESOLVED, That the City Council hereby resolves, orders determines and certifies as follows:

1. The above recitals are true and correct.
2. Following notice duly given, the City Council has held a full and fair Public Hearing regarding a Resolution approving or amending the Report prepared in connection herewith; the levy and collection of assessments, and considered all oral and written statements, protests and communications made or filed by interested persons.
3. Based upon its review (and amendments, as applicable) of the Report, a copy of which has been presented to the City Council and which has been filed with the City Clerk, the City Council hereby finds, determines, and certifies that:
 - a) The land within the District will receive special benefit by the operation, maintenance and servicing of landscaping and appurtenant facilities within the boundaries of the District.
 - b) The District includes all of the land receiving such benefit.
 - c) The net amount to be assessed upon the lands within the District has been apportioned by a formula and method which fairly distributes the net amount among the eligible parcels in proportion to the special benefit to be received by each parcel from the improvements and services for the fiscal year commencing July 1, 2019 and ending June 30, 2020.
 - d) The proposed special benefit assessments calculated and apportioned for Fiscal Year 2019/2020 are consistent with the previously adopted Rate and Method approved by the property owners within the District in accordance with the provisions of the California Constitution Articles XIII C and XIII D; and meet the requirements of Proposition 218.

- e) The assessments are in accordance with *Article 4 of Chapter 1 of Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22565*, in connection with the proposed levy and collection of assessments related thereto.
 - f) The assessments to be levied are without regard to property valuation.
4. The Report and assessments as presented to the City Council and on file with the City Clerk are hereby confirmed as filed.
 5. The City Council hereby orders the proposed improvements to be made, which improvements are briefly described as the maintenance, operation, administration and servicing of the improvements including turf, ground cover, shrubs and trees, irrigation systems, water features, channel way landscape, and all appurtenant facilities related thereto or that may be authorized pursuant to the provisions of the Act.
 6. The County Auditor of San Joaquin County shall enter on the County Assessment Roll opposite each parcel of land the amount of levy, and such levies shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.
 7. The City Treasurer shall deposit all money representing assessments collected by the County for the District to the credit of a fund for the Tracy Consolidated Landscape Maintenance District, and such money shall be expended only for the maintenance, operation and servicing of the landscaping, parks and appurtenant facilities as described in the Report.
 8. The adoption of this resolution constitutes the District levy for the Fiscal Year commencing July 1, 2019 and ending June 30, 2020.
 9. The City Clerk or their designee is hereby authorized and directed to file the levy with the County Auditor upon adoption of this resolution.

* * * * *

The foregoing Resolution _____ was adopted by the City Council of the City of Tracy on the 16th day of July, 2019, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 3.B

REQUEST

RECEIVE PRESENTATION FROM PG&E, DISCUSS AND REVIEW CITYWIDE PREPAREDNESS CONCERNING POTENTIAL PUBLIC SAFETY POWER SHUTOFFS AND PROVIDE BEST PRACTICE INFORMATION TO RESIDENTS

EXECUTIVE SUMMARY

PG&E is reaching out to approximately 5 million customers to prepare for potential Public Safety Power Shutoffs (PSPS) as part of the statewide Power of Being Prepared campaign. This is an update on the City of Tracy's efforts to prepare for the potential impact to city services and the community of a PSPS affecting some or all of the City this wildfire season.

DISCUSSION

Beginning with the 2019 wildfire season, PG&E expanded their Public Safety Power Shutoff (PSPS) program to include all electric lines that pass through high fire-threat areas – both distribution and transmission. The most likely electric lines to be considered for shutting off for safety will be those that pass through areas that have been designated by the California Public Utilities Commission (CPUC) as “elevated” (Tier 2) or “extreme” (Tier 3) risk for wildfire. The City of Tracy has neither, so a PSPS is less likely in our community than in other areas of the state. However, due to the energy system relying on power lines working together to provide electricity, PG&E customers in Tracy could potentially be affected by power outages if transmission lines serving the City pass through an area that is experiencing extreme fire danger conditions.

PG&E generally sees weather events lasting a day or less in duration. While the northerly wind phenomenon known as “diablo winds” has led to PSPS events in the July and August timeframe, they are most common in the fall and were seen a little bit early in the summer already. Once a PSPS has been declared, PG&E has a company goal to get all power restored within 24 hours. However, they are hampered in achieving this 24-hour goal, as most of the restoration work must be done during daylight hours. In the last couple of years, PG&E had four PSPS activations and all weather events were well under a day, generally under 16 hours.

PG&E's outreach efforts have included mailing post cards to customers who do not have contact information on file, emailing customers for whom they have email addresses, and doing additional outreach in high fire threat areas (not applicable to Tracy). They have done advertising on radio and social media. PG&E has been partnering with agency leaders throughout the region and this informational presentation tonight is one of the over 400 public meetings with different agencies, cities and counties that they are holding. Staff attended previous presentations and meetings with PG&E representatives. The utility provider is in the process of doing a series of workshops and exercises with county emergency management agencies in order to sync their processes together and practice what a PSPS would be like. PG&E has had answer centers and open houses, and Tracy staff participated in their recent public webinar.

Educational kits have been prepared for PG&E master meter customers, like mobile home parks, so they can spread the word. Additional outreach is being done to PG&E medical baseline customers, as that is the best proxy they have as a company for their most vulnerable customers (3-4% of PG&E's customer base).

City of Tracy Preparedness

Staff would like to inform Council and the community about the City's plans if a portion or all of Tracy were to lose power for up to 48 hours due to a PSPS. In the unlikely event of a larger, more catastrophic event, staff is also planning for the possibility of an outage lasting three to five days. These efforts are an extension of the Emergency Preparedness plans the City already has in place.

Among Staff's top priorities are coordination of preparedness outreach efforts, public notifications and continued delivery of critical services to the community: public safety, water and wastewater delivery. Upon initial assessment of current facilities and resources available, the City of Tracy is prepared to continue providing essential services to the community such as water, wastewater and public safety services to the community in the event of a power outage of up to 48 hours affecting some or all of the City.

Public Safety: Police and Fire

The South San Joaquin County Fire Authority (SSJCFA) and Tracy Police Department are engaged in the incident action planning process with PG&E and other community stakeholders to develop a City of Tracy PSPS Incident Action Plan (IAP). An IAP is a written plan that defines incident objectives and reflects the tactics necessary to manage an incident during an operational period. An operational period is typically 12-24 hours at the beginning of an incident requiring extensive response efforts, is established during Phase 1 of an incident and subsequently reviewed and adjusted throughout the life cycle of the incident, as operations require. The IAP will include plans for the potential activation of the Tracy Emergency Operations Center if power to City Hall is lost, plans for communicating with employees and the public, as well as information about designation of a generator-powered facility to be made available to the public as a PG&E community resource center.

The City's PSPS IAP will complement the Draft San Joaquin County Hazard Annex Electrical System De-Energization Plan, which was developed by the San Joaquin County Office of Emergency Services and is currently in the review stages. This is a supporting addendum to the San Joaquin Operational Area Emergency Operations Plan and links to both have been made available for public review.

The City of Tracy Police facility and all SSJCFA fire stations that are staffed 24 hours a day are equipped with generators for providing power to those facilities. SSJCFA is looking into cooling options for their apparatus bays in an effort to make those spaces available to the public, if need be. Public safety service delivery will continue in the case of a PSPS, but the public should expect delays in response times due to an expected increase in call volume.

Utilities

The City of Tracy will continue to serve its residents with an uninterrupted potable water supply by using existing permanent and portable power generators. Residents will be asked to make efforts to limit water usage by turning off irrigation systems and only using water for essential needs. Irrigation of street medians and right-of-way landscaping will be stopped. If the power shut off goes beyond one day, water supplies to major industrial and commercial establishments may also be turned off to ensure water supply is available for the health and safety of City residents. Restrictions of water use will also be enforced on new construction. City irrigation systems for parks, sports facilities and public landscaping will be shut down to further conserve resources.

The City's sewage system will continue functioning, as the City has the ability to extend the sewage system function with the use of existing generators and holding tanks for the primary treated effluent at the Waste Water Treatment Plant (WWTP). Residents would be asked to limit the use of the sewage system by doing things like not flushing toilets as frequently and taking shorter showers. The City is actively exploring options to increase its capacity to operate the WWTP.

The traffic signals at the City's 10 major intersections are equipped with backup batteries that will last between three to four hours. Additionally, the City has generators to keep at least three major street intersection traffic signals functional for about 8-10 hours with a single load of diesel fuel supply. All traffic signals without power in the affected area would become four-way stops by default, in accordance with the California Vehicle Code. Motorists would be asked to follow all rules of the road and use caution in their travels.

A full inventory and assessment of all City facilities, available amenities and a list of resources for additional supplies is currently underway.

Public Works

The City of Tracy's Public Works facility has a back-up generator, fuel tanks on site and a vehicle with a 40-gallon tank for fuel delivery. In the event of a PSPS, Public Works would be responsible for ensuring adequate fuel supplies for emergency vehicles and City back-up generators.

The Public Works Department is also working with cellular providers in the area, who are actively working on their contingency plans to assist consumers in the event of a PSPS. Cellular providers have noted that they are required to have a minimum of eight hours of battery back-up power per FCC regulations. This is a statewide issue and updates will be provided as they become available.

Transportation

The Tracer Bus system has a fleet of vehicles that run primarily on gasoline or diesel fuel. The back-up generator at the Public Works facility would allow the buses to continue to fuel continue operations. As there currently not a back-up generator for the Tracy Transit Station, bus-dispatching operations would be modified to ensure continued operations through the use of radios installed on the buses.

Tracy Municipal Airport is actively working to install portable generators to ensure the continuation of airport operations. This will include runway lights, beacon, navigational aids, fueling, and airport offices as these are critical in times of an emergency. During the PSPS event, airport staff will manually turn on generators to ensure that there is a seamless transition during the event.

Coordination with Community Stakeholders

In addition to PG&E and the San Joaquin County Office of Emergency Services, the City is coordinating PSPS planning efforts with our local school districts, churches, non-profit organizations like the Boys and Girls Club, FEMA, the Defense Logistics Agency, local hospitals and medical facilities.

Tracy Community:

How the Community Can Prepare for a PSPS

One of the key calls to action is for PG&E customers to update their contact information at their earliest convenience online at prepareforpowerdown.com or by calling 1-866-743-6589 during normal business hours to help PG&E notify customers in the event of a possible PSPS and to receive alerts directly from PG&E through automated calls, texts and emails. PG&E accountholders can give permission for the addition of a family member or friend's phone number to their account to also be contacted to assist the accountholder with their notification or emergency planning in the event of a PSPS. PG&E customers dependent on life-support equipment (including CPAP machines) and/or require special heating or cooling needs for certain medical conditions should sign up for PG&E's Medical Baseline Program, which provides additional energy at the lowest price for customers and ensure the special medical needs of these customers are addressed during a PSPS.

Visit pge.com for additional information on creating an emergency kit, checklist and to obtain outage information – searches can be done by address/area to see if there are any outages, the reason for the outages & when power is expected to be restored. A new City of Tracy PSPS Preparedness website has been created and linked to the CityofTracy.org homepage for the latest information and updates specific to the City of Tracy, along with links to various resources. Any outstanding PSPS questions not answered by the aforementioned resources can be emailed to: wildfiresafety@pge.com.

STRATEGIC PLAN

City Council Strategic Priorities 2017-2019: Public Safety - 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 & Goal 3: Enhance citywide disaster preparedness.

FISCAL IMPACT

There is no fiscal impact at this time for this staff report.

RECOMMENDATION

That the City Council of the City of Tracy receive presentation from PG&E, discuss and review Citywide preparedness concerning Potential Public Safety Power Shutoffs and provide best practice information to residents.

Prepared by: Jenny Haruyama, City Manager

Reviewed by: Alex Neicu, Interim Police Chief

Randall Bradley, Fire Chief, South County Fire Authority
Ed Lovell, Management Analyst II, Transportation
Brian MacDonald, Parks & Recreation Director
Don Scholl, Public Works Director
Kul Sharma, Utilities Director
Karin Schnaider, Finance Director
Carissa Higginbotham, Public Information Officer
Midori Lichtwardt, Assistant City Manager
Andrew Malik, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENT A - PG&E Presentation

Community Wildfire Safety Program

City of Tracy

July 16, 2019



Together, Building
a Better California



Community Wildfire Safety Program



REAL-TIME MONITORING AND INTELLIGENCE

- Coordinating prevention and response efforts by monitoring wildfire risks in real time from our **Wildfire Safety Operations Center**
- **Expanding our network of PG&E weather stations** to enhance weather forecasting and modeling
- Supporting the **installation of new high-definition cameras** in high fire-threat areas



NEW AND ENHANCED SAFETY MEASURES

- Further enhancing vegetation management efforts to **increase focus on vegetation that poses a higher potential for wildfire risk**
- **Conducting accelerated safety inspections** of electric infrastructure in high fire-threat areas
- **Disabling automatic reclosing of circuit breakers and reclosers** in high fire-risk areas during wildfire season
- **Proactively turning off electric power for safety (Public Safety Power Shutoff)** when gusty winds and dry conditions combine with a heightened fire risk



SYSTEM HARDENING AND RESILIENCY

- Installing **stronger and more resilient poles and covered power lines**, along with **targeted undergrounding**
- **Upgrading and replacing electric equipment and infrastructure** to further reduce wildfire risks
- **Working with communities to develop new resilience zones** to provide electricity to central community resources during a Public Safety Power Shutoff event



Real-Time Monitoring and Intelligence

MONITORING wildfire risks in real time from our
24/7 Wildfire Safety Operations Center
and coordinating **prevention and response efforts**



WILDFIRE SAFETY OPERATIONS CENTER

INSTALLING
~1,300 new weather stations by **2022**

Data available at mesowest.utah.edu



WEATHER STATION INSTALLATION

SUPPORTING the installation of
~600 high-definition cameras by **2022**
Images available at alertwildfire.org



Public Safety Power Shutoff (PSPS)

We **monitor conditions** across our system and evaluate whether to proactively turn off electric lines for safety **when gusty winds and dry conditions combine with a heightened fire risk.**

While no single factor will drive a Public Safety Power Shutoff, some factors include:



A RED FLAG WARNING

declared by the National Weather Service



LOW HUMIDITY LEVELS

generally 20% and below



FORECASTED SUSTAINED WINDS GENERALLY ABOVE 25 MPH AND WIND GUSTS IN EXCESS OF APPROXIMATELY 45 MPH,

depending on location and site-specific conditions such as temperature, terrain and local climate



CONDITION OF DRY FUEL

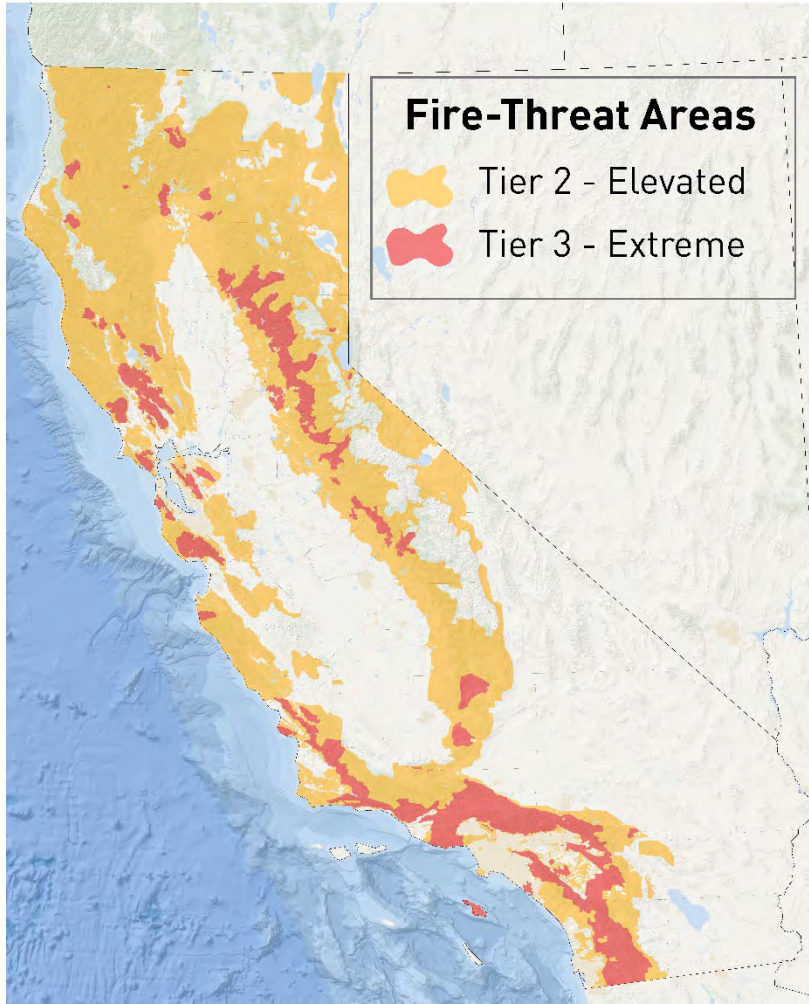
on the ground and live vegetation (moisture content)



ON-THE-GROUND, REAL-TIME OBSERVATIONS

from PG&E's Wildfire Safety Operations Center and field observations from PG&E crews

Public Safety Power Shutoff (PSPS)



Source: California Public Utilities Commission

- Beginning with the 2019 wildfire season, we are expanding our Public Safety Power Shutoff program to include **all electric lines that pass through high fire-threat areas – both distribution and transmission.**
- The most likely electric lines to be considered for shutting off for safety will be those that pass through **areas that have been designated by the CPUC as at elevated (Tier 2) or extreme (Tier 3) risk for wildfire.**
- Because the energy system **relies on power lines working together** to provide electricity, **any of PG&E's more than 5 million electric customers could have their power shut off.**

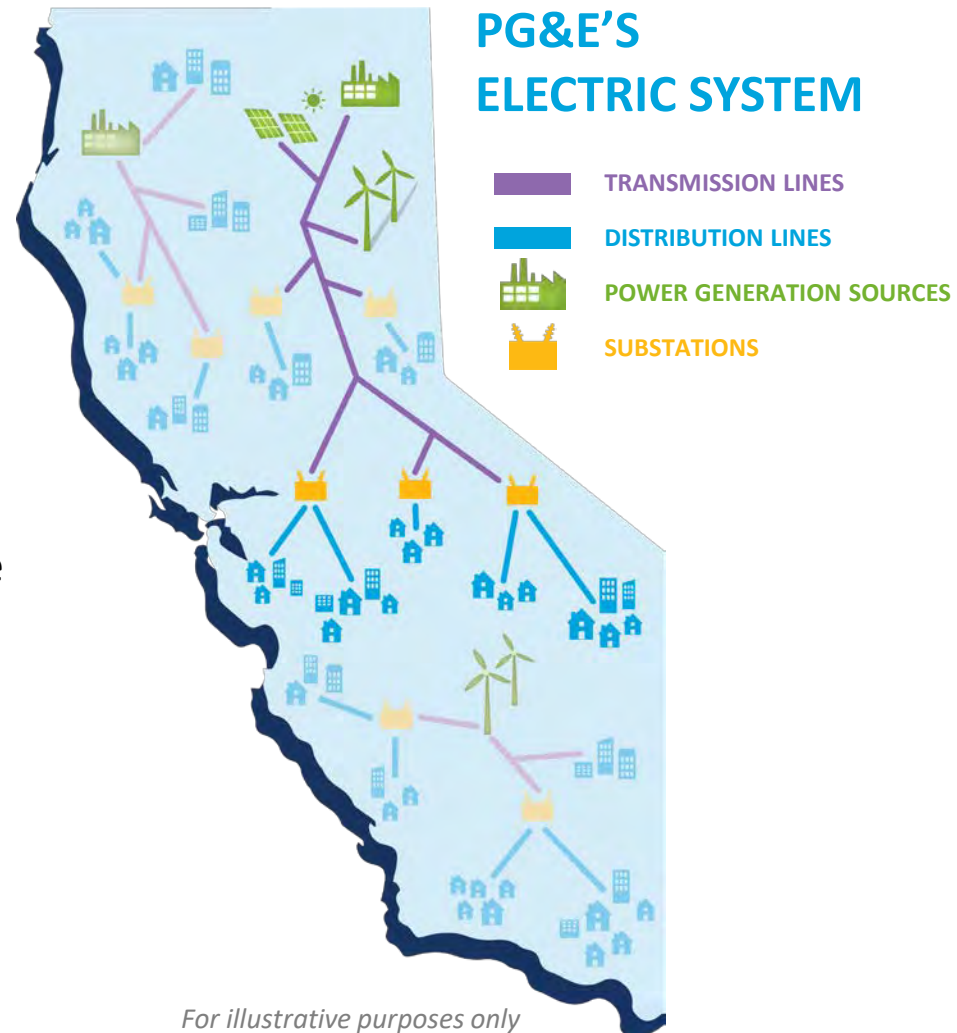


Why Everyone Should Be Prepared

PG&E's energy system relies on power lines working together to provide electricity across cities, counties and regions.

This means power may be shut off, even if you do not live or work in an area experiencing extreme weather conditions.

While the most likely electric lines to be considered for shutting off for safety will be those that pass through high fire-threat areas, any PG&E electric customer could be impacted and should be prepared.





PSPS Event Notifications

Extreme weather threats can change quickly. **Our goal, dependent on weather, is to provide customers with advance notice prior to turning off power.** We will also provide updates until power is restored.

Timing of Notifications (when possible)

- **~48 HOURS** before electricity is turned off
- **~24 HOURS** before electricity is turned off
- **JUST BEFORE** electricity is turned off
- **DURING THE PUBLIC SAFETY OUTAGE**
- **ONCE POWER HAS BEEN RESTORED**

City/County/Agency Notifications



We will make every attempt to provide notice in advance of notifying customers through:

- **Phone calls/emails** to primary contacts
- **Automated notifications** to send alerts through multiple channels
- **Provide customer alerts** to share via channels, such as city or county website, Nixle, Nextdoor and Reverse 911

Customer Notifications

We will attempt to reach customers through **calls, texts and emails**. We will also use **social media** and keep **local news** and **radio outlets** informed and updated.



Working to Restore Power

We will only restore power when we are certain it is safe to do so. We expect to be able to visually inspect the system for damage and restore power to most of our customers within 24 to 48 hours after extreme weather has passed.



WEATHER ALL CLEAR

After the extreme weather has passed and it's safe to do so, our crews begin patrols and inspections.



PATROL & INSPECT

Crews visually inspect our electric system to look for potential weather-related damage to the lines, poles and towers. This is done by vehicle, foot and air during daylight hours.



ISOLATE & REPAIR DAMAGE

Where damage is found, **crews work to isolate the area** so other parts of the system can be restored. Crews work **safely and as quickly as possible** to make repairs.



RESTORE POWER

Once it is safe to energize, **a call is made to the PG&E Control Center** to complete the energization process. **Power is then restored to customers.**



NOTIFY CUSTOMERS

Customers are **notified that power has been restored.**

Because extreme weather can last several hours or days, for planning purposes, we suggest customers prepare for outages that could last longer than 48 hours.



Working With Our Customers to Prepare



Reaching out to approximately 5 million customers and asking them to update their contact info at [pge.com/mywildfirealerts](https://www.pge.com/mywildfirealerts)



Holding answer centers and open houses (as needed) in advance of and during wildfire season



Mailing postcards to customers that do not have contact information on file



Providing tenant education kits to Master Meter customers



Conducting additional outreach to customers in high fire-threat areas through direct mail, preparedness checklist and email campaign



Placing calls and doing additional outreach to Medical Baseline and Medical Baseline-eligible customers in high fire-threat areas



Launching broad public safety advertising campaign



Continuing to share information through [pge.com/wildfiresafety](https://www.pge.com/wildfiresafety)



Partnering with community leaders, first responders and public safety authorities around PSPS preparedness and coordination

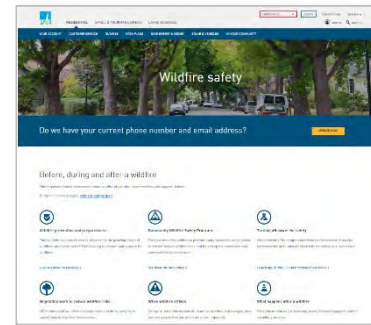


Engaging with organizations for our customers who have specific needs to explore ways we can partner

We welcome your feedback and input

For questions regarding PG&E's Community Wildfire Safety Program, please direct customers with questions to:

- Call us at **1-866-743-6589**
- Email us at **wildfiresafety@pge.com**
- Visit **pge.com/wildfiresafety**



As a critical partner in emergency response, we want to notify you about a potential Public Safety Power Shutoff in your area, when possible. Please provide the best phone numbers and email addresses for your organization.

AGENDA ITEM 3.C

REQUEST

RECEIVE A STAFF UPDATE REGARDING DOWNTOWN PARKING, APPROVE AN EXTENSION OF THE CENTRAL BUSINESS DISTRICT ZONE PARKING IN-LIEU FEE, AND RECEIVE A PRESENTATION FROM TRACY CITY CENTER ASSOCIATION RELATED TO DOWNTOWN PARKING RECOMMENDATIONS

EXECUTIVE SUMMARY

This agenda item involves an update and discussion regarding Downtown parking, including a check-in with City Council on the five-year pilot program that reduced the Central Business District (CBD) Zone parking in-lieu fee to \$0 and a request from Tracy City Center Association (TCCA) related to Downtown parking recommendations.

DISCUSSION

This agenda item contains two parts, both related to Downtown parking. The first part consists of a check-in with City Council on the five-year pilot program that reduced the CBD Zone parking in-lieu fee to \$0. The second part consists of a request from TCCA related to Downtown parking recommendations.

CBD Zone Parking in-lieu Fee

Whenever a new building is constructed or an existing building is enlarged or undergoes a use change that requires more parking than the previous use of a building, a minimum number of off-street parking spaces must be provided in accordance with the Tracy Municipal Code (TMC), except for in the CBD Zone. The CBD Zone is unique from other zones in the City in that the TMC provides an option for payment of an in-lieu fee, referred to as the CBD Zone parking in-lieu fee, in order to satisfy the minimum off-street parking requirements.

The CBD Zone parking in-lieu fee was originally established by City Council on October 3, 1989 at a rate of \$7,400 per parking space with an adjustment to occur at least once per year based on a construction cost index. By 2002, the fee had risen to approximately \$9,287 per parking space, based on index adjustments. On August 20, 2002, City Council revised the CBD Zone parking in-lieu fee to a formula-based approach that was significantly less than the previous fee. Using the formula, the fee varied by case, but would typically equate to a few hundred dollars per parking space and could still add up to several thousand dollars total.

On October 6, 2015, at the request of TCCA, City Council approved a reduction of the CBD Zone parking in-lieu fee to \$0 as a five-year pilot program with a check-in point with City Council at three years to gauge its effect on the Downtown and provide an opportunity to reexamine the fee amount in the future. TCCA stated that the parking in-lieu fee makes it difficult for new businesses to locate in the Downtown and emphasized that there is currently plenty of parking available. TCCA stated that any parking problem in the Downtown is a utilization problem and not a capacity problem, which was

consistent with the findings of a 2007 parking study commissioned by the City and conducted by Walker Parking Consultants.

Since approval of the pilot program in 2015, approximately seven new Downtown businesses have benefitted from the \$0 parking in-lieu fee. These businesses include Bistro 135, I Live For Dessert, TKO Fit, Purgatory, Flow Yoga, T4 Tracy, and the Press Wine Bar. Construction of the plaza at the northeast corner of W. 10th Street and A Street (former Tracy Press parking area) was also made possible by the pilot program.

According to Dino Margaros, Executive Director of TCCA, TCCA considers the pilot program to be beneficial to the attraction of new businesses to the Downtown and requests that the program be allowed to continue for at least another five years beyond the current 5-year term. This would extend the pilot program to October 2025.

Staff concurs with TCCA's recommendation to extend the pilot program for another five-year term. At the time the pilot program was adopted, it was noted that the fee was likely never to be an effective method to construct parking facilities due to the costs. The previous fee was insignificant compared with the actual cost of developing such facilities. Between 1989 and 2015, the City collected approximately \$45,000 from the parking in-lieu fee. If additional public parking facilities are needed in the future, the City would need to identify other funding sources, with or without the parking in-lieu fee.

City Council may extend or rescind the pilot program now or wait until closer to the end of the five-year term (ending October 6, 2020) to make a decision. Following the five-year effective period of the pilot program, the previous CBD Zone parking in-lieu fee established by Resolution No. 2002-362 would resume in effect, unless by City Council resolution, subsequent extensions of this pilot program are adopted or the parking in-lieu fee is otherwise revised.

TCCA Parking Report

Over the past few years, TCCA has received an increasing amount of complaints regarding parking in Downtown. Merchants and property owners have expressed frustration with an apparent disregard for parking time limits and rules. The complaints have come from an assortment of sources and varied from employees parking in front of stores to commuters leaving their cars all day in the same space. The complaints include concern with the lack of consistent enforcement to affect change. In response to the complaints, TCCA formed an Ad hoc committee to study the parking issues and make a full set of recommendations to the Board that could then be taken to City Council for further action.

During the summer and fall of 2018, the TCCA committee conducted an extensive survey of the occupancy rates of Downtown public parking spaces. Approximately 1,100 parking spaces were surveyed in the Downtown area, including on-street spaces and public parking lots. Data was collected during two separate weeks and included when school was in session and out of session. The data collection crews checked every parking space at 8 a.m., 10 a.m., 11 a.m., 12 noon, 1 p.m., 3 p.m., 5 p.m. and 7 p.m. on Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday for both weeks.

Following the survey, the TCCA committee prepared a report of the survey with general conclusions and recommendations. The report concluded that the Downtown is not suffering from a shortage of parking spaces, but rather a parking utilization issue. The report includes recommendations for the short-range (0 – 1 year), mid-range (2 – 5 years), and long-range (5 – 10 years). For the short range, the recommendations primarily focus on changes to parking time limits, implementing a higher level of enforcement, and adding more parking signs. TCCA's mid-range and long-range recommendations include the phasing in of paid parking. A copy of the TCCA Parking Report is included as Attachment A. TCCA representatives will provide a presentation during this agenda item to further describe and explain the recommendations.

STRATEGIC PLAN

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

FISCAL IMPACT

The City's Redevelopment Agency purchased the existing public parking lots south of 10th Street for a potential future parking structure in the mid-1990s. Staff does not believe that a parking structure is necessary at present or over a 10-year forecast. If that changes, staff could explore additional funding options for a structure in the future. This agenda item does not require any specific expenditure from the General Fund. TCCA has requested several recommendations that will impact the City's General Fund, which is currently running at a deficit. If directed by the City Council, staff will explore the costs of providing parking enforcement in the Downtown, additional signage, and any other potential City costs related to TCCA's recommendations, including the mid- and long-range concepts of paid parking.

RECOMMENDATION

Staff recommends that the City Council do the following:

1. Approve, by resolution, a five-year extension to the pilot program that reduced the CBD Zone parking in-lieu fee to \$0, and establish a new ending date of October 6, 2025, and
2. Receive a presentation by TCCA and provide direction related to TCCA's Downtown parking recommendations.

Prepared by: Scott Claar, Senior Planner

Reviewed by: Bill Dean, Assistant Development Services Director
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – TCCA Parking Report

TCCA Parking Committee

2019 Parking Recommendation for CBD

APRIL 20 TH, 2019

Committee Chair

Reza Kazemi



ATTACHMENT A



DOWNTOWN
TRACY

TRACY CITY CENTER
ASSOCIATION

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Members

I would like to thank all the members that graciously gave their time to this committee. Hours and hours of work have gone into preparation of this report and if it was not for the continued support of the members we would not have gotten this far.

The committee members are as follows: (Alphabetical)

- Sommer Adams | TCCA, Program Assistant
- Byron Alvarez | Property Owner, ALTERA Real Estate
- Scott Claar | City of Tracy, Senior Planner
- Don Cose | Property Owner, Cose & Associates
- Greg Cose | Property Owner, Cose & Associates
- Barbara Harb, EDFP | City of Tracy, Economic Development
- Reza Kazemi | Property Owner, RGA Partners LLC
- Dino Margaros | TCCA, Executive Director
- Anju Pillai, P.E. | City of Tracy, Engineering Division

Independent Outside Advisors

- Adam Lam | Graduate Student, Nuclear Physics - Oregon State
- Mark Miller | Citizen, Parking Expert

Background

The formation of the committee was necessitated out of frustration by the merchants within the Central Business District (CBD), who saw a complete disregard for parking times and rules. The complaints came from an assortment of sources and varied from employee parking in front of their store to commuters leaving their cars all day in a spot. The situation was further exacerbated by the lack of any consistent enforcement to affect change. Furthermore, the city and more specifically downtown, is experiencing a revitalization that has resurfaced many old issues that need to be addressed in order to maintain the growth we are experiencing.

The Tracy City Center Association (TCCA) board decided to form an Ad hoc committee to study the issues raised and make a full set of recommendations to the Board that then can be taken to the City Council for further action.

At its inception the committee decided to expand its membership to include representatives from the City as well as the TCCA and CBD merchants and building owners in order to ensure that all voices could be heard.

The members listed above met constantly for 8 months and tackled the issue head on, seeking advice from various sources and conducting valuable data gathering that resulted in the report being presented today.

Data Gathering & Processing

The committee was very cognizant of the fact that we needed to make our recommendations based on data and facts rather than individual complaints and wishes. The committee adopted the view point that we needed a study and asked for any available studies that existed.

The City provided us with the last formal parking study (See exhibit A) which was conducted 11 years ago. The TCCA provided us with a more recent survey that was conducted in regards to shopper attitudes toward downtown and parking. (See exhibit B).

While both were useful and provided background information, none provided a parking focused data that we needed in order to make sound recommendations. The committee was now faced with two rather difficult challenges to overcome. One, where do we get funding to conduct such a study? Two, how long will it take?

Based on information gathered by the committee members, soon it became apparent that a new parking study conducted by an outside firm would cost anywhere from 25K to 75K depending on the firm and could take up to two years to complete. Obviously we did not have the budget nor the time.

We did however have many committed and resourceful members that were willing to make things happen. We decided to conduct our own study of parking patterns within the CBD. We asked the TCCA board for a small amount of funding to conduct a new parking study. Many committee members gave up their own valuable time and some even funded part of the study.

Study Outline

After much discussion and careful thought the committee agreed on the following:

1. Map the entire CBD and identify each parking spot within the CBD (See Exhibit C)
2. Measure Vacancy (Open spots) on the streets and parking lots
3. The count is to be conducted at the following times, 8-10-11-12-1-3-5-7
4. The count is to be conducted on the following days, M-T-W-T-F-S
5. The data is to be recorded on maps provided during the physical count (See Exhibit E)
6. The data is to be transferred into a excel sheet for analysis (See Exhibit F)
7. The data is to be collected during a week when schools are not in session
8. The data is also to be collected during a week when schools are in session

Data Interpretation & Visualization

The committee quickly became aware that the rate at which we were gathering data presented a problem. Take a look at Exhibit A to see the mindboggling spread sheet that came out of just one week's data collection. We essentially gathered data on approximately 1100 parking spots 8 times a day for 7 consecutive days. That creates roughly 61000 data points for us to interpret.

The committee needed a solution to visualize this data, and to be able to derive meaningful information from it. Manual analysis was entirely too slow and not physically possible in the time allotted. Fortunately, our resourceful committee members were able to find a PHD student that specialized in this sort of data assimilation. He was able to take our data and build a custom application to overlay the measured vacancy rates at various location on a map of the CBD. (See Exhibit G)

The committee agreed upon the following criteria for the map.

- Only use three colors, Green, Yellow and Red
- Green to represent occupancy rates below 40 %
- Yellow occupancy rates of 41% to 84%
- Red occupancy rate of 85% or above
- Need two versions of the data. Lots only, Streets only,
- Street data is to be combined for the left and right side of each street, and to be shown as a rectangular bar in the middle of the street.
- Supply the same data maps for each survey week.

After several rounds and minor changes, the data which was now in the form of colored bars overlaid on the map of CBD, was ready for viewing and interpretation. The results were amazing, when presented in a movie format, the parking patterns can clearly been seen shifting throughout the day and hot spots could easily be identified. The committee decided to analyze the data on an hour by hour bases to derive at the conclusions and recommendations presented here. The committee members voted on all the recommendations presented here after careful deliberation and feel the recommendations will serve the best interest of the CBD, and the residents of Tracy.

General Conclusions

The CBD is not suffering from a shortage of parking spots, but rather the CBD has a parking utilization issue. This is evident when viewing the data because in every instance when there was a red area indicating less than 15% available parking spots, there was a yellow or Green area within one block of it. The only exception is farmer's market on Saturdays, which is to be expected.

General Recommendations

It is the recommendation of the committee that the TCCA Board make the parking committee a permanent committee with ongoing responsibilities, functions and more importantly a budget. The work being conducted by the committee requires long term commitment and follow-through in order to achieve it's goals. The Parking needs of the CBD are ever changing as we continue to grow and expand our community. The committee recognizes that the study conducted this year is a mere snap shot and in order to see the benefits from it we must repeat and evaluate the study frequently. Additionally, the recommendations set forth below require persistent follow up and continuous push within all levels of the City and CBD, in order to affect change.

Additionally, we recommend that funds be sought after from the City budget to support our ongoing effort to deal with the ever-growing parking issues of downtown, such as enforcement, zoning, and regulations.

Street Parking Recommendations

Short-Range 0-1 year.

The following are the recommendation of the committee:

1. To change all street parking time limits from its current 2 hours down to 90 min within the CBD. The committee believes the shorter times will increase turnover of the parking spots further serving the needs of the customers with ample time to enjoy down town amenities. Additionally, it will discourage all day parking by commuters, employees and some residence.
2. To increase the number of 20 min parking spots (Green Curb) within the CBD. The committee recommends that each block within the CBD should have a minimum of two spots dedicated to 20 min parking on each side of the street. Some blocks may require three spots due to its length and some may only be able to accommodate one. (See Exhibit H)
3. To have the appropriate authority daily enforce parking limits for on street parking spots. The committee firmly believes that the CBD will benefit tremendously from daily enforcement of various parking limits and that such enforcement will encourage better and more business for downtown merchants.
4. To install more signage on the streets to better inform customers of various parking zones.
5. To install more directional signage on the streets to send customers to nearby parking lots.

-
6. All street parking shall remain free of charge for the short-range. However, the committee recognizes that some type of parking fee is inevitable within the next 2 to 5 years. Further action and study are needed by the committee for final recommendations.
 7. To evaluate other parking zone needs (Yellow & white curbs) within the CBD.
 8. To have the TCCA issue a written guide to all building owners within the CBD with the express intent of inserting a parking guide addendum into their existing leases upon renewal. The purpose of the addendum will be to inform the tenants about CBD parking zones and guide lines such as employee parking etc. (See Exhibit I)
 9. To have The TCCA assign financial resources for a merchant education program that will regularly reach out and educate merchants about CBD parking zones and guide lines.

Parking Lot Recommendations

Short-Range 0-1 year.

The following are the recommendation of the committee: (see exhibit H for the lot Locations)

1. Parking Lot A: For the short range the committee recommends not making any changes to this lot, as it is a public / private collaboration and needs further study and discussion. The committee recognized however that change to its current structure is inevitable.
2. Parking Lot B: The committee recommends ALL day parking with no enforcement.
3. Parking Lot C: The committee recommends 4 hour parking for this lot with enforcement to encourage better turnover to alleviate 10th street congestion
4. Parking Lot D: The committee recommends ALL day parking with no enforcement.
5. Parking Lot E: The committee recommends ALL day parking with no enforcement.
6. Parking Lot F: The committee recommends ALL day parking with no enforcement.
7. Parking Lot G: For the short range the committee recommends not making any changes to this lot

-
8. Parking Lot H: The committee recommends not making any changes to this lot
 9. To install more directional signage on the streets to send customers to nearby parking lots

Street Parking Recommendations

Mid-Range 2-5 year.

The following are the recommendation of the committee:

1. Create and fund a fully functional on going committee to be responsible for parking issues within the CBD.
2. Phase in paid parking on some CBD streets to address the needs of our growing downtown.
3. Conduct the parking survey at least every two years.
4. Evaluate and recommend additional enforcement within the CBD based on new data and trends.

Parking Lot Recommendations

Mid-Range 2-5 year.

The following are the recommendation of the committee:

1. Phase in paid or permit parking on some parking lots.
2. Continue enforcement to address the needs of our growing downtown.
3. Introduce merchant funded permit parking for employees.
4. Work on extending the lease agreements for Parking lot A & C after 2025.
5. The committee supports the construction of a parking structure near the corner of 6th and central by the Valley link Authority with dual use purposes for commuters during the day and shoppers and event goers in the evenings and weekends.

Street Parking Recommendations

Long-Range 5-10 year.

The following are the comments of the committee:

1. Under every long range scenario, the committee sees all of downtown streets having all paid parking spots.
2. The committee further foresees full time enforcement by an official parking authority under Tracy Municipal Code.
3. It is likely that professional consultants will be needed to address the more complex parking issues as the downtown and the city continues its growth.

Parking Lot Recommendations

Long-Range 5-10 year.

The following are the comments of the committee:

1. Under every long-range scenario, the committee sees all of downtown lots having all paid / permitted parking spots.
2. The committee further foresees full time enforcement by an official parking authority under Tracy Municipal Code.
3. It is likely that professional consultants will be needed to address the more complex parking issues as the downtown and the city continues its growth.

Safety

While Safety on the streets and on parking lots is not under the jurisdiction of this committee, the committee would like to make the following statement

Safety is one of the most important factors for a vibrant and growing down town. The committee recommends working with all legal authorities to ensure safety for the Merchants, their employees and of course their customers.

Closing Discussion & Remarks

In closing, we would again like to thank everyone that participated in this process. We recognize the importance of well planned and managed parking for our downtown and see these recommendations as just the first stepping stone into what will be an ever evolving and active process as we move forward.

Downtown Tracy is not the same as it was 15 years ago, and it will not be the same 15 years from now. Today's retail and overall economy is shaped much differently than what has been the traditional norm for decades. Going forward, advances in technology (autonomous and ride-share vehicles as examples) will play an ever-increasing role with respect to parking utilization, and we must be able to adapt accordingly.

We are proud of all that has been accomplished downtown and want to make sure we continue on the same upward trajectory. Properly managing our limited parking resources will be critical to achieving our vision of a thriving Downtown Tracy.

Exhibit A

Insert Old Parking Study Link.

Exhibit B

Insert old customer Survey Link.

Exhibit C

CBD Parking spot map (Partial) .

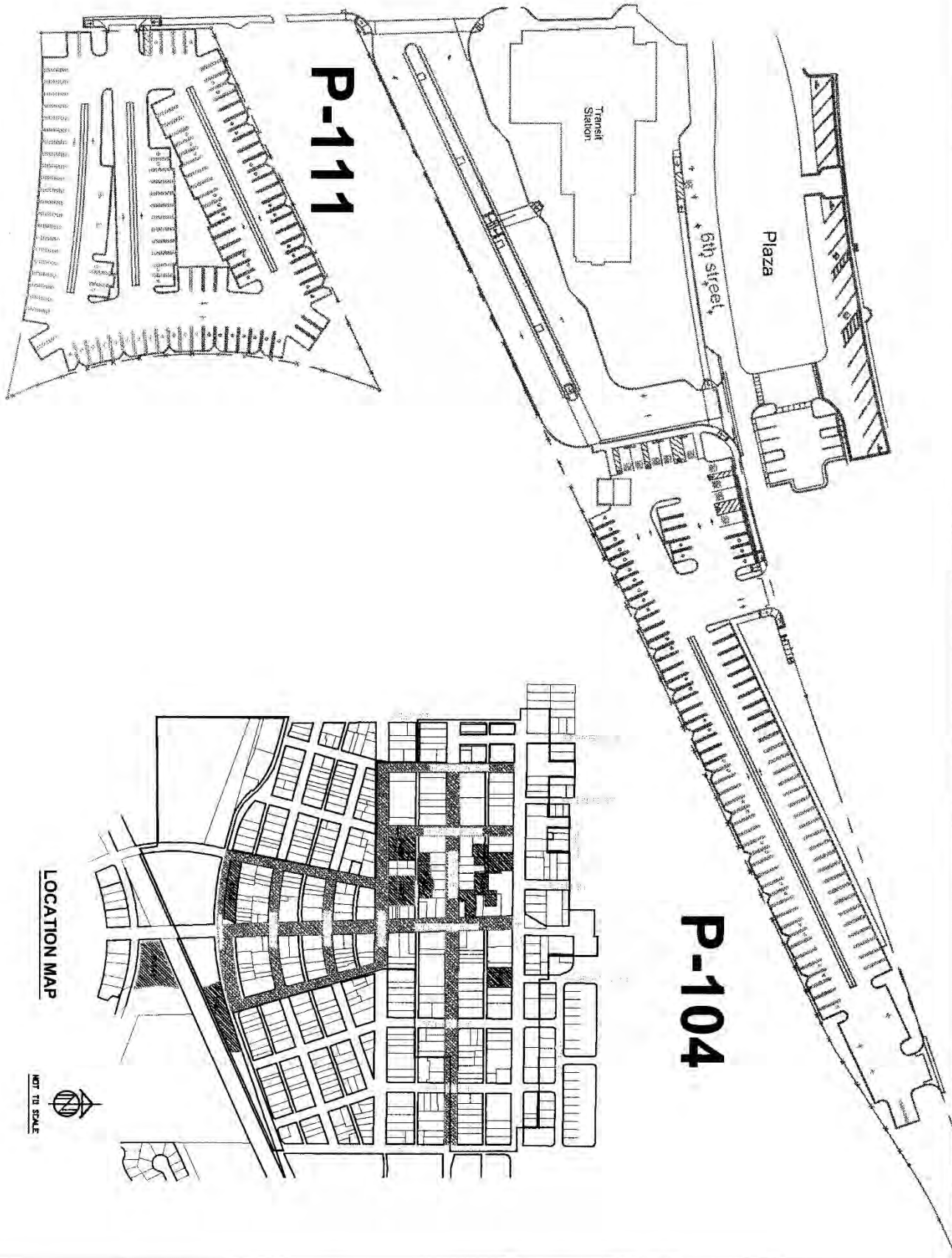


Exhibit E

Physical Count Sheet.

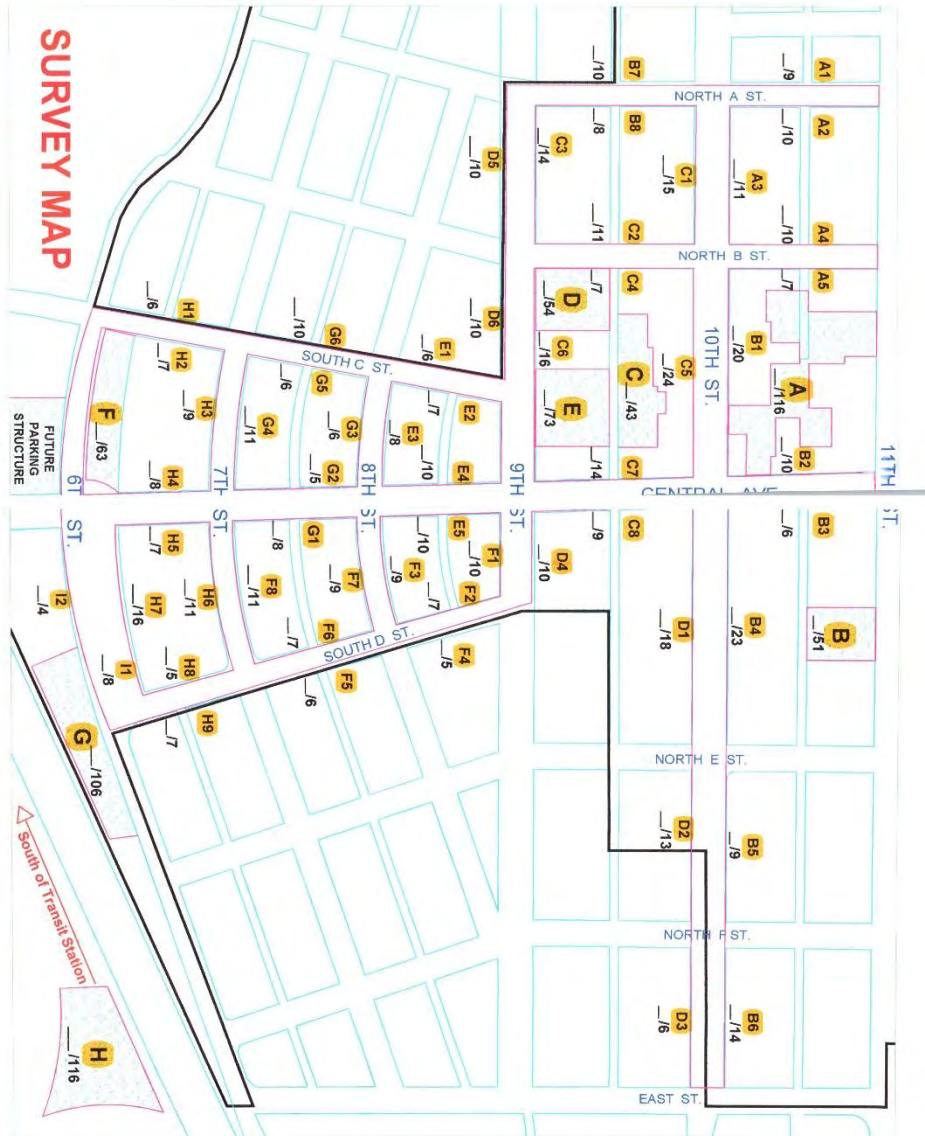


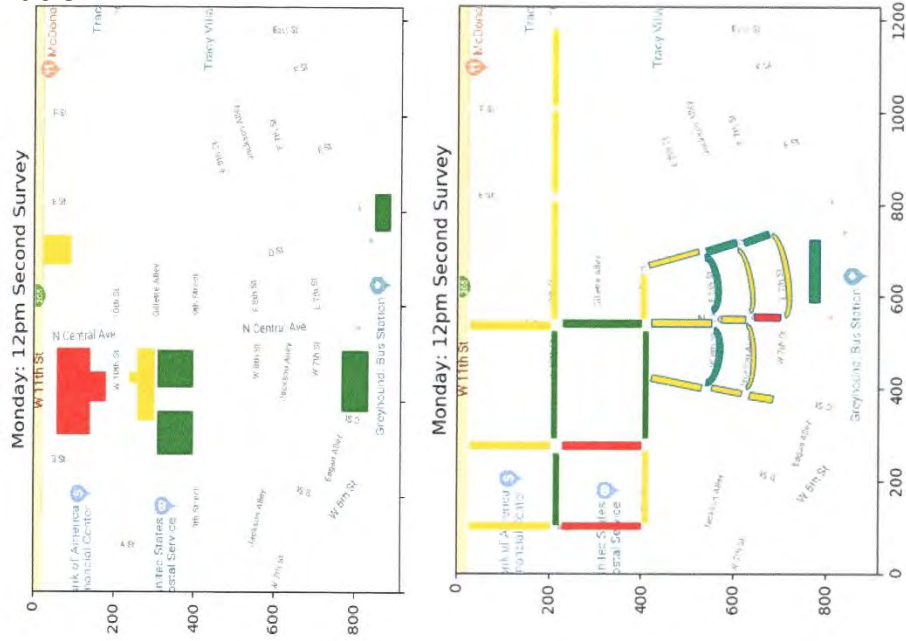
Exhibit F

Excel Data Sheet.

	7/17/2018			8:00 AM			10:00 AM			11:00 AM			12:00 PM			1:00 PM			3:00 PM			5:00 PM			7:00 PM												
F	Y	Sheet	Q15	Reed	Year	Status	Q15	Reed	Year	Status	Q15	Reed	Year	Status	Q15	Reed	Year	Status	Q15	Reed	Year	Status	Q15	Reed	Year	Status	Q15	Reed	Year	Status	Q15	Reed	Year	Status			
		Spans			on 12/1			Spans			on 12/1			Spans			on 12/1			Spans			on 12/1			Spans			on 12/1			Spans			on 12/1		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35			
01	01	01	01	01	01	01	01	01	01	01	01	01	01	01	01	01	01	01	01	01	01	01	01	01	01	01	01	01	01	01	01	01	01	01	01		

Exhibit G

Data Visualization.



MONDAY 12 PM

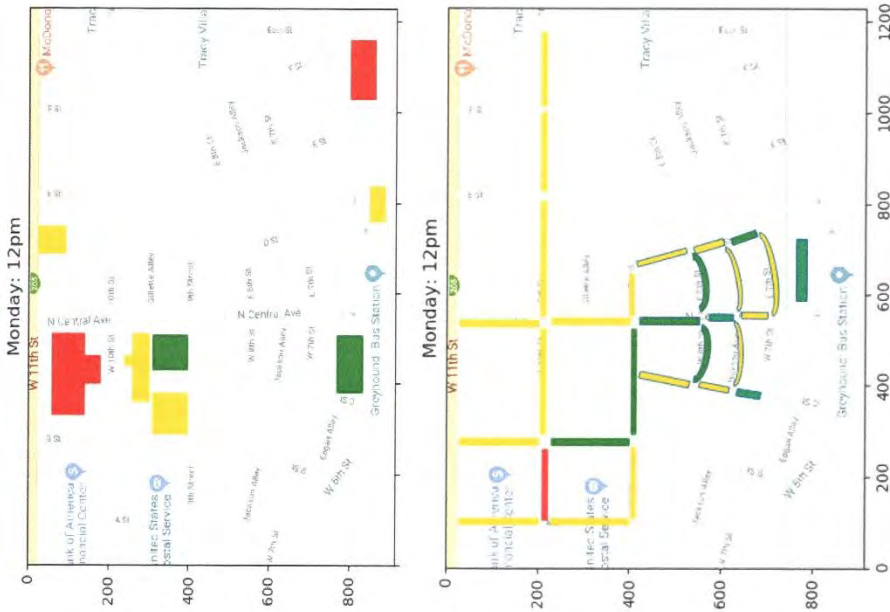


Exhibit H

Twenty-minute parking Map.



Exhibit I

Lease addendum

RESOLUTION 2019-_____

APPROVING A FIVE-YEAR EXTENSION TO THE CENTRAL BUSINESS DISTRICT ZONE PARKING IN-LIEU FEE PROGRAM TO \$0 AND AMENDING RESOLUTION NO. 2015-168 TO BE CONSISTENT WITH THIS APPROVAL

WHEREAS, Pursuant to Section 10.08.3470(c) of the Tracy Municipal Code, buildings enlarged, reconstructed, remodeled, or structurally altered in the Central Business District (CBD) Zone shall either provide parking, or pay an in-lieu fee as set by City Council resolution for the purpose of providing parking in the CBD Zone, and

WHEREAS, On October 3, 1989, City Council adopted Resolution No. 89-391, which established the CBD Zone parking in-lieu fee at \$7,400 per parking space with an adjustment to occur at least once per year based on a construction cost index, and

WHEREAS, On August 20, 2002, City Council adopted Resolution No. 2002-362, which rescinded Resolution No. 89-391 and adopted a revised CBD Zone parking in-lieu fee that is formula-based and significantly lower than the previous fee, and

WHEREAS, Tracy City Center Association (TCCA) requested that the CBD Zone parking in-lieu fee be reduced to \$0 as a five-year pilot program in order to spur the revitalization of Downtown, and

WHEREAS, TCCA asserted that there is currently plenty of parking available and that the fee makes it difficult for new businesses to locate in the Downtown, and

WHEREAS, On October 6, 2015, City Council adopted Resolution No. 2015-168, which approved a reduction of the CBD Zone parking in-lieu fee to \$0 as a five-year pilot program with an ending date of October 6, 2020 and a check-in point with City Council at three years to gauge its effect on the Downtown and provide an opportunity to reexamine the fee amount in the future, and

WHEREAS, The five-year pilot program applies to all buildings in the CBD Zone, including new buildings, modifications to existing buildings, and tenant changes, and

WHEREAS, Since approval of the pilot program in 2015, approximately seven new Downtown businesses have benefitted from the \$0 parking in-lieu fee, and

WHEREAS, TCCA has stated that it considers the pilot program to be beneficial to the attraction of new businesses to Downtown and requested a five-year extension of the program, which would extend the ending date to October 6, 2025, and

WHEREAS, City Council met to discuss this matter on July 16, 2019;

NOW, THEREFORE BE IT RESOLVED, That the City Council of the City of Tracy does hereby approve a five-year extension to the CBD Zone Parking In-Lieu Fee pilot program, which revises the ending date of the program to October 6, 2025, and amends Resolution No. 2015-168 to be consistent with this approval.

* * * * *

Resolution 2019-_____
July 16, 2019
Page 2

The foregoing Resolution 2019-_____ was passed and adopted by the Tracy City Council on the 16th day of July 2019, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 3.D

REQUEST

ADOPT A RESOLUTION OF THE SUCCESSOR AGENCY TO THE TRACY COMMUNITY DEVELOPMENT AGENCY RELATED TO THE REFINANCING OF OUTSTANDING BONDS AND THE AMENDMENT OF A REIMBURSEMENT AGREEMENT

EXECUTIVE SUMMARY

The City of Tracy (the “City”) elected to act as the Successor Agency for the former Tracy Community Development Agency (the “CDA”) following the dissolution of redevelopment agencies by the California State Legislature in February 2012 pursuant to the Dissolution Act.

Prior to dissolution, the CDA executed a Reimbursement Agreement in connection with the issuance of 2008 Lease Revenue Bonds by the Tracy Operating Partnership Joint Powers Authority (the “Authority”). Under the Reimbursement Agreement, the Successor Agency reimburses the City for a portion of the lease payments that are made by the City to the Authority and that are pledged to the 2008 Lease Revenue Bonds. The portion of the lease payments reimbursed by the Successor Agency is equal to the portion of the proceeds of the 2008 Lease Revenue Bonds that was used to pay for public improvements that are located in or that were found by the City and the CDA to be of benefit to the Redevelopment Project Area.

Because of the interest rate environment, it is possible to refinance the outstanding 2008 Lease Revenue Bonds to achieve debt service savings and, as a result, reduce the reimbursement payments made by the Successor Agency from the Redevelopment Property Tax Trust Fund (RPTTF). This will in turn increase property tax distributions to all the affecting taxing agencies in the project area, including the City.

DISCUSSION

Background

Under the authority granted by the Community Redevelopment Law, the City Council established a Community Development Project Area (the “Redevelopment Project Area”).

Prior to the dissolution of the CDA, the CDA executed and delivered a Reimbursement Agreement, dated as of December 1, 2008 (the “2008 Reimbursement Agreement”), under which the CDA agreed to reimburse the City for a portion of the lease payments (the “2008 Lease Payments”) made by the City pursuant to a Property Lease, dated as of December 1,

2008, between the City and the Tracy Operating Partnership Joint Powers Authority (the "Authority").

The CDA's reimbursement obligation under the 2008 Reimbursement Agreement was intended to defray the costs of the acquisition and construction of public improvements financed by the 2008 Lease Revenue Bonds that are located in or that were found by the City and the CDA to be of benefit to the Redevelopment Project Area.

The Authority pledged and assigned the 2008 Lease Payments to The Bank of New York Mellon Trust Company, N.A., as trustee (the "2008 Trustee") under an Indenture, dated as of December 1, 2008 (the "2008 Indenture"), pursuant to which the Authority issued the \$19,765,000 Tracy Operating Partnership Joint Powers Authority 2008 Lease Revenue Bonds (Refunding and Capital Improvement Projects) (the "2008 Lease Revenue Bonds").

Under the 2008 Reimbursement Agreement, the CDA pledged property tax revenues generated in the Redevelopment Project Area as security for the its reimbursement obligation.

The Department of Finance determined that the 2008 Reimbursement Agreement constitutes an "enforceable obligation" of the Successor Agency under the Dissolution Act.

The Authority is a joint powers authority established by the City and the CDA pursuant to a Joint Exercise of Powers Agreement dated as of October 15, 1995 (the "TOPJPA Agreement"); as a result of the dissolution of the CDA, the Successor Agency is a party to the TOPJPA Agreement.

Proposed Refunding

Under prevailing market conditions, it is possible to refinance the 2008 Lease Revenue Bonds and generate debt service savings, and the City has asked (i) the Authority to issue refunding revenue bonds (the "Refunding Bonds") to refund the 2008 Lease Revenue Bonds and (ii) the Successor Agency to execute an Amendment No. 1 to Reimbursement Agreement (the "Amendment No. 1 to Reimbursement Agreement") to reflect the issuance of the Refunding Bonds to refund the 2008 Lease Revenue Bonds.

The Dissolution Act authorizes the Successor Agency to amend the 2008 Reimbursement Agreement to provide savings to the Successor Agency, provided that the 2008 Reimbursement Agreement is amended in connection with a refunding of the 2008 Lease Revenue Bonds and that the refunding of the 2008 Lease Revenue Bonds achieves debt service savings within the parameters set forth in Section 34177.5(a)(3) (the "Savings Parameters").

Projected Debt Service Savings

CSG Advisors Incorporated, the City's municipal advisor, has prepared an analysis of debt service savings that may be achieved as a result of the proposed refunding ("Preliminary Savings Analysis").

Based on market conditions on July 3, 2019, the refunding of the 2008 Lease Revenue Bonds would generate total debt service savings (net of issuance costs) of approximately \$8,137,000, or an average of \$400,000 per year through the final maturity date of October 1, 2038. The net present value of the debt service savings is equal to approximately 35% of the outstanding principal amount of the 2008 Lease Revenue Bonds.

On average, the annual savings that will be realized by the City's general fund is approximately \$307,000 per year, and the portion of annual savings that will be shared by all of the local taxing agencies is approximately \$93,000 per year. Savings to be realized by the local taxing agencies, including the City, whose territory lies within the Redevelopment Project Area, are roughly in proportion to each agency's share of the 1% general property tax levy collected from within the Redevelopment Project Area.

Timetable

Pursuant to State Law, the amendment of the 2008 Reimbursement Agreement in connection with the refunding of the 2008 Lease Revenue Bonds must be approved by the Successor Agency Board, Oversight Board and State Department of Finance (DOF).

The Oversight Board is scheduled to consider this action in August 2019. If the Oversight Board approves the proposed refunding, then the Oversight Board will request DOF approval. By law, DOF has 60-days to act, and typically takes close to that amount of time to act.

STRATEGIC PLAN

This item is not directly related to any of the Council's Strategic Plans.

FISCAL IMPACT

The proposed refunding would generate savings for the City's general fund and the Successor Agency, and increase distributions of property tax revenues from the RPTTF to taxing entities, including the City.

RECOMMENDATION

It is recommended that the Successor Agency adopt a resolution authorizing an amendment of the 2008 Reimbursement Agreement in connection with a refunding of the 2008 Lease Revenue Bonds.

Prepared by: Robert Harmon, Senior Accountant
Karin Schnaider, Finance Director

Reviewed by: Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS:

- A. Preliminary Savings Analysis
- B. Proposed Resolution for Adoption by the Oversight Board
- C. Amendment No. 1 to Reimbursement Agreement

*Via Email Delivery***MEMORANDUM**

To: San Joaquin Countywide Oversight Board

Date: July 8, 2019

From: Scott Smith, CSG Advisors Incorporated

RE: Savings Analysis related to the proposed refunding of the City of Tracy 2008 Lease Revenue Bonds and related amendment to the Reimbursement Agreement between the City of Tracy and the Successor Agency to the former Community Development Agency of the City of Tracy

Purpose of this Memorandum. CSG Advisors Incorporated (CSG) is an Independent Registered Municipal Advisor (IRMA) registered with both the Securities & Exchange Commission and the Municipal Securities Rulemaking Board. CSG has significant experience with tax increment financing, including post-Redevelopment Dissolution refinancing in California. The following summarizes for the benefit of the San Joaquin Countywide Oversight Board (the Oversight Board) how the proposed refunding of the City of Tracy 2008 Lease Revenue Bonds and related amendment to the Reimbursement Agreement between the City of Tracy (the City) and the Successor Agency to the former Community Development Agency of the City of Tracy (the Successor Agency) conforms with ABx1 26 and AB 1484 as enacted by the California Legislature (collectively, the Dissolution Act).

Proposal Background. The City previously engaged CSG and Piper Jaffray & Company (the City's Underwriter for the 2019 Bonds) to evaluate the opportunity to refinance certain of the City's outstanding lease revenue bonds to achieve cash flow savings. CSG and Piper determined that the City's outstanding 2007A, 2007B, and 2008 Lease Revenue Bonds could be economically refinanced to achieve such savings. This analysis focuses only on a proposed refunding of the 2008 Lease Revenue Bonds (the 2008 Bonds).

Currently, the City receives a \$400,000 per fiscal year reimbursement on its annual ROPS for payment of a portion of the City's annual lease payments for the 2008 Bonds pursuant to the Reimbursement Agreement dated December 1, 2008 between the City and the Successor Agency. In connection with the refunding of the 2008 Bonds, the Reimbursement Agreement is proposed to be amended to provide that savings achieved by the refinancing of the 2008 Bonds accrue to the Successor Agency (and affected taxing entities) on a proportional basis. In other words, the Successor Agency (and the affected taxing entities) will receive the entire benefit of the savings generated by the refunding on the portion of the debt service on the 2008 Bonds that is reimbursed by the Successor Agency under the Reimbursement Agreement. Attached to this memo are estimated bond cash flows for the proposed refunding (the 2019 Bonds), including the proportionate share of savings accrued under the Reimbursement Agreement, assuming current market interest rates plus 0.25% per year.

Dissolution Act Compliance. Highlighted below are the financial requirements of the Dissolution Act with respect to the issuance of bonds or incurring other indebtedness to refund bonds or other indebtedness, and a summary of compliance as demonstrated in the attached bond cash flows.

34177.5(a)(3)(B). The total interest cost plus the principal amount to maturity on the refunding bonds shall not exceed the total remaining interest cost and principal to maturity on the bonds to be refunded.

Assuming an October 1, 2019 closing date for the 2019 Bonds, and the City's current general fund lease rating of "AA-" by Standard & Poor's, the following table summarizes savings to the Successor Agency and the affected taxing entities to maturity under the Reimbursement Agreement. Bonds are refunded to produce approximately proportional savings to Prior Bond debt service. The final maturity date of the 2019 Bonds is the same as the final maturity date of the 2008 Bonds.

	Refunding of 2008 Bonds (City General Fund Portion)	Refunding of 2008 Bonds (Successor Agency Portion)	Refunding of 2008 Bonds Total
Total Principal & Interest Cost 2008 Bonds Refunded	\$23,802,287.54	\$7,600,000.00	\$31,402,287.54
Total Principal & Interest Cost 2019 Bonds	\$17,976,200.00	\$5,818,800.00	\$23,795,000.00
Total Savings	\$5,826,087.54	\$1,781,200.00	\$7,607,287.54

While the above estimate represents aggregate debt service savings through the final maturity date of the 2019 Bonds, the annual savings would reduce the annual debt service payment under the Reimbursement Agreement from \$400,000 per year to approximately \$307,000 per year through the final maturity date of October 1, 2038.

Section 34177.5(a)(3)(C). The principal amount of the refunding bonds shall not exceed the amount required to defease the refunded bonds, to establish customary debt service reserves and to pay related costs of issuance.

The following assumes preliminary estimates of the portion of sources and uses of funds attributable to the refinancing of the 2008 Bonds:

	Refunding of 2008 Bonds (City General Fund Portion)	Refunding of 2008 Bonds (Successor Agency Portion)	Refunding of 2008 Bonds Total
Sources of Funds			
Bond Par Amount	\$11,225,000.00	\$3,745,000.00	\$14,970,000.00
Net Premium	<u>2,240,970.85</u>	<u>723,479.60</u>	<u>2,964,450.45</u>
Total Sources of Funds	\$13,465,970.85	\$4,468,479.60	\$17,934,450.45
Uses of Funds			
Refunding Deposit	\$13,245,216.61	\$4,391,044.88	\$17,636,261.49
Costs of Issuance	127,402.16	46,289.65	173,691.81
Underwriter's Discount	67,350.00	22,470.00	89,820.00
Reserve Fund Surety	<u>26,002.08</u>	<u>8,675.07</u>	<u>34,677.15</u>
Total Uses of Funds	\$13,465,970.85	\$4,468,479.60	\$17,934,450.45

Section 34177.5(h) requires the Successor Agency to make diligent efforts to ensure that the lowest long-term cost financing is obtained.

In the current market, a public issuance of the 2019 Bonds is expected to result in the lowest long-term cost of financing.

Section 34177.5(h) states that the financing shall not provide for any bullets or spikes and shall not use variable rates.

The 2019 Bonds will be issued on a fixed rate basis, with annual debt service proportional to the 2008 Bond debt service.

Section 34177.5(h) further requires the Successor Agency to use an independent financial advisor in developing financing proposals and make the work products of the financial advisor available to the Department of Finance at its request.

The City has engaged CSG as financial advisor, and we have worked with Piper Jaffray & Co. to develop the refunding structure. CSG is available as needed for additional questions.

Attachment A – Estimated bond cash flows prepared by Piper Jaffray & Co.

cc: Karin Schnaider, Finance Director, City of Tracy
 Chris Lynch, Esq., Bond Counsel, Jones Hall
 Dennis McGuire, Managing Director, Piper Jaffray & Co.

SOURCES AND USES OF FUNDS

TRACY OPERATING PARTNERSHIP JPA
 2019 Pooled Lease Revenue Refunding
 Interest Rates as of July 3, 2019 + 25 bps
 Assumes AA- S&P Rating
 Refunding all Prior Bonds as Lease Revenue Bonds

Dated Date 10/01/2019
 Delivery Date 10/01/2019

Sources:	Ref LRBs (2007A)	Ref LRBs (2007B)	Ref LRBs (2008) City Portion	Ref LRBs (2008) RDA Portion	Total
Bond Proceeds:					
Par Amount	2,230,000.00	690,000.00	11,145,000.00	3,720,000.00	17,785,000.00
Premium	518,898.85	59,513.00	2,320,823.25	746,960.00	3,646,195.10
	<u>2,748,898.85</u>	<u>749,513.00</u>	<u>13,465,823.25</u>	<u>4,466,960.00</u>	<u>21,431,195.10</u>
Uses:					
	Ref LRBs (2007A)	Ref LRBs (2007B)	Ref LRBs (2008) City Portion	Ref LRBs (2008) RDA Portion	Total
Refunding Escrow Deposits:					
Cash Deposit	1.00	0.48	0.08	0.44	2.00
SLGS Purchases	<u>2,705,082.00</u>	<u>733,785.00</u>	<u>13,247,384.00</u>	<u>4,391,763.00</u>	<u>21,078,014.00</u>
	<u>2,705,083.00</u>	<u>733,785.48</u>	<u>13,247,384.08</u>	<u>4,391,763.44</u>	<u>21,078,016.00</u>
Delivery Date Expenses:					
Cost of Issuance	25,077.31	7,759.35	125,330.33	41,833.01	200,000.00
Underwriter's Discount	13,380.00	4,140.00	66,870.00	22,320.00	106,710.00
Surety Expense @ 2.50% (1)	<u>5,183.17</u>	<u>1,603.76</u>	<u>25,904.21</u>	<u>8,646.36</u>	<u>41,337.50</u>
	<u>43,640.48</u>	<u>13,503.11</u>	<u>218,104.54</u>	<u>72,799.37</u>	<u>348,047.50</u>
Other Uses of Funds:					
Additional Proceeds	175.37	2,224.41	334.63	2,397.19	5,131.60
	<u>2,748,898.85</u>	<u>749,513.00</u>	<u>13,465,823.25</u>	<u>4,466,960.00</u>	<u>21,431,195.10</u>

SUMMARY OF REFUNDING RESULTS

TRACY OPERATING PARTNERSHIP JPA

2019 Pooled Lease Revenue Refunding

Interest Rates as of July 3, 2019 + 25 bps

Assumes AA- S&P Rating

Refunding all Prior Bonds as Lease Revenue Bonds

	Ref LRBs (2007A)	Ref LRBs (2007B)	Ref LRBs (2008) City Portion	Ref LRBs (2008) RDA Portion	Total
Dated Date	10/01/2019	10/01/2019	10/01/2019	10/01/2019	10/01/2019
Delivery Date	10/01/2019	10/01/2019	10/01/2019	10/01/2019	10/01/2019
Arbitrage Yield	2.287379%	2.287379%	2.287379%	2.287379%	2.287379%
Escrow Yield	2.153864%	2.153865%	2.153864%	2.153865%	2.153864%
Value of Negative Arbitrage	297.65	80.74	1,457.67	483.24	2,319.30
Bond Par Amount	2,230,000.00	690,000.00	11,145,000.00	3,720,000.00	17,785,000.00
True Interest Cost	2.866131%	1.747052%	2.964713%	2.887113%	2.921557%
Net Interest Cost	3.227494%	1.780442%	3.330845%	3.244387%	3.282777%
Average Coupon	5.000000%	4.225166%	4.971038%	4.955259%	4.963763%
Average Life	12.789	3.283	12.330	11.386	11.839
Par amount of refunded bonds	2,690,000.00	730,000.00	13,202,820.48	4,377,179.52	21,000,000.00
Average coupon of refunded bonds	4.458590%	4.230477%	6.289525%	6.268945%	6.034651%
Average life of refunded bonds	12.132	2.704	12.764	11.745	12.121
PV of prior debt	3,308,430.20	769,156.90	18,902,162.58	6,116,600.83	29,096,350.51
Net PV Savings	417,875.24	39,941.02	4,633,080.66	1,436,848.69	6,527,745.61
Percentage savings of refunded bonds	15.534396%	5.471373%	35.091598%	32.825903%	31.084503%
Percentage savings of refunding bonds	18.738800%	5.788554%	41.570935%	38.624965%	36.703658%

SAVINGS

TRACY OPERATING PARTNERSHIP JPA
 2019 Pooled Lease Revenue Refunding
 Interest Rates as of July 3, 2019 + 25 bps
 Assumes AA- S&P Rating
 Refunding all Prior Bonds as Lease Revenue Bonds

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 10/01/2019 @ 2.2873792%
10/01/2020	1,715,580.00	1,347,350.00	368,230.00	364,012.88
10/01/2021	1,736,712.50	1,372,450.00	364,262.50	352,015.36
10/01/2022	1,754,422.50	1,381,550.00	372,872.50	352,133.79
10/01/2023	1,774,687.50	1,394,350.00	380,337.50	351,043.34
10/01/2024	1,800,925.00	1,420,750.00	380,175.00	343,062.22
10/01/2025	1,827,468.75	1,418,750.00	408,718.75	360,324.97
10/01/2026	1,855,181.25	1,445,250.00	409,931.25	353,316.85
10/01/2027	1,873,934.38	1,453,750.00	420,184.38	353,916.88
10/01/2028	1,903,759.38	1,475,000.00	428,759.38	352,990.35
10/01/2029	1,924,056.25	1,488,250.00	435,806.25	350,648.10
10/01/2030	1,947,712.50	1,503,750.00	443,962.50	349,131.20
10/01/2031	1,976,243.75	1,526,250.00	449,993.75	345,877.88
10/01/2032	1,999,000.00	1,545,250.00	453,750.00	340,841.75
10/01/2033	2,025,662.50	1,570,750.00	454,912.50	334,007.82
10/01/2034	2,050,937.50	1,582,250.00	468,687.50	336,265.38
10/01/2035	2,077,900.00	1,600,250.00	477,650.00	334,888.29
10/01/2036	2,107,287.50	1,629,250.00	478,037.50	327,609.03
10/01/2037	2,133,781.26	1,653,500.00	480,281.26	321,663.03
10/01/2038	1,888,156.26	1,428,000.00	460,156.26	298,864.87
	36,373,408.78	28,236,700.00	8,136,708.78	6,522,614.01

Savings Summary

PV of savings from cash flow	6,522,614.01
Plus: Refunding funds on hand	5,131.60
Net PV Savings	<u>6,527,745.61</u>

SAVINGS

TRACY OPERATING PARTNERSHIP JPA
Ref LRBs (2007A)

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 10/01/2019 @ 2.2873792%
10/01/2020	119,500.00	111,500.00	8,000.00	8,087.70
10/01/2021	119,500.00	111,500.00	8,000.00	7,905.83
10/01/2022	119,500.00	111,500.00	8,000.00	7,728.05
10/01/2023	119,500.00	111,500.00	8,000.00	7,554.26
10/01/2024	119,500.00	111,500.00	8,000.00	7,384.39
10/01/2025	227,093.75	191,500.00	35,593.75	32,569.91
10/01/2026	280,968.75	247,500.00	33,468.75	30,694.74
10/01/2027	278,421.88	245,500.00	32,921.88	29,590.19
10/01/2028	280,546.88	243,250.00	37,296.88	32,584.65
10/01/2029	277,343.75	240,750.00	36,593.75	31,329.84
10/01/2030	278,812.50	243,000.00	35,812.50	30,105.81
10/01/2031	279,843.75	244,750.00	35,093.75	28,968.19
10/01/2032	275,412.50	241,000.00	34,412.50	27,844.34
10/01/2033	275,512.50	242,000.00	33,512.50	26,644.22
10/01/2034	275,162.50	237,500.00	37,662.50	29,073.86
10/01/2035	274,362.50	237,750.00	36,612.50	27,765.58
10/01/2036	278,000.00	242,500.00	35,500.00	26,503.81
10/01/2037	276,075.00	241,500.00	34,575.00	25,364.49
	4,155,056.26	3,656,000.00	499,056.26	417,699.87

Savings Summary

PV of savings from cash flow	417,699.87
Plus: Refunding funds on hand	175.37
	<hr/>
Net PV Savings	417,875.24

SAVINGS

TRACY OPERATING PARTNERSHIP JPA
Ref LRBs (2007B)

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 10/01/2019 @ 2.2873792%
10/01/2020	153,080.00	145,850.00	7,230.00	8,778.18
10/01/2021	152,850.00	148,450.00	4,400.00	5,916.70
10/01/2022	152,285.00	144,700.00	7,585.00	8,801.90
10/01/2023	151,475.00	144,700.00	6,775.00	7,911.76
10/01/2024	155,312.50	149,500.00	5,812.50	6,979.69
10/01/2025	51,062.50	52,500.00	-1,437.50	-671.62
	816,065.00	785,700.00	30,365.00	37,716.61

Savings Summary

PV of savings from cash flow	37,716.61
Plus: Refunding funds on hand	2,224.41
Net PV Savings	39,941.02

SAVINGS

TRACY OPERATING PARTNERSHIP JPA
Ref LRBs (2008) City Portion

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 10/01/2019 @ 2.2873792%
10/01/2020	1,043,000.00	783,350.00	259,650.00	255,378.97
10/01/2021	1,064,362.50	803,450.00	260,912.50	250,805.02
10/01/2022	1,082,637.50	820,350.00	262,287.50	246,417.08
10/01/2023	1,103,712.50	833,550.00	270,162.50	248,044.42
10/01/2024	1,126,112.50	850,750.00	275,362.50	247,077.06
10/01/2025	1,149,312.50	868,250.00	281,062.50	246,471.03
10/01/2026	1,174,212.50	889,000.00	285,212.50	244,440.74
10/01/2027	1,195,512.50	902,750.00	292,762.50	245,206.82
10/01/2028	1,223,212.50	924,750.00	298,462.50	244,301.72
10/01/2029	1,246,712.50	939,500.00	307,212.50	245,737.15
10/01/2030	1,268,900.00	957,250.00	311,650.00	243,613.02
10/01/2031	1,296,400.00	977,750.00	318,650.00	243,403.67
10/01/2032	1,323,587.52	1,000,750.00	322,837.52	240,979.84
10/01/2033	1,350,150.00	1,021,000.00	329,150.00	240,079.44
10/01/2034	1,375,775.00	1,038,500.00	337,275.00	240,377.45
10/01/2035	1,403,537.50	1,058,250.00	345,287.50	240,447.90
10/01/2036	1,429,287.50	1,080,000.00	349,287.50	237,656.87
10/01/2037	1,457,706.26	1,103,500.00	354,206.26	235,469.21
10/01/2038	1,488,156.26	1,123,500.00	364,656.26	236,838.63
	23,802,287.54	17,976,200.00	5,826,087.54	4,632,746.03

Savings Summary

PV of savings from cash flow	4,632,746.03
Plus: Refunding funds on hand	334.63
Net PV Savings	4,633,080.66

SAVINGS

TRACY OPERATING PARTNERSHIP JPA
Ref LRBs (2008) RDA Portion

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 10/01/2019 @ 2.2873792%
10/01/2020	400,000.00	306,650.00	93,350.00	91,768.03
10/01/2021	400,000.00	309,050.00	90,950.00	87,387.82
10/01/2022	400,000.00	305,000.00	95,000.00	89,186.77
10/01/2023	400,000.00	304,600.00	95,400.00	87,532.89
10/01/2024	400,000.00	309,000.00	91,000.00	81,621.09
10/01/2025	400,000.00	306,500.00	93,500.00	81,955.65
10/01/2026	400,000.00	308,750.00	91,250.00	78,181.38
10/01/2027	400,000.00	305,500.00	94,500.00	79,119.87
10/01/2028	400,000.00	307,000.00	93,000.00	76,103.98
10/01/2029	400,000.00	308,000.00	92,000.00	73,581.11
10/01/2030	400,000.00	303,500.00	96,500.00	75,412.38
10/01/2031	400,000.00	303,750.00	96,250.00	73,506.02
10/01/2032	399,999.98	303,500.00	96,499.98	72,017.57
10/01/2033	400,000.00	307,750.00	92,250.00	67,284.17
10/01/2034	400,000.00	306,250.00	93,750.00	66,814.07
10/01/2035	400,000.00	304,250.00	95,750.00	66,674.80
10/01/2036	400,000.00	306,750.00	93,250.00	63,448.34
10/01/2037	400,000.00	308,500.00	91,500.00	60,829.33
10/01/2038	400,000.00	304,500.00	95,500.00	62,026.25
	7,599,999.98	5,818,800.00	1,781,199.98	1,434,451.50

Savings Summary

PV of savings from cash flow	1,434,451.50
Plus: Refunding funds on hand	2,397.19
Net PV Savings	1,436,848.69

BOND PRICING

TRACY OPERATING PARTNERSHIP JPA
 2019 Pooled Lease Revenue Refunding
 Interest Rates as of July 3, 2019 + 25 bps
 Assumes AA- S&P Rating
 Refunding all Prior Bonds as Lease Revenue Bonds

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Serial:									
	10/01/2020	495,000.00	2.000%	1.450%	100.544				2,692.80
	10/01/2021	530,000.00	3.000%	1.460%	103.024				16,027.20
	10/01/2022	555,000.00	4.000%	1.470%	107.398				41,058.90
	10/01/2023	590,000.00	4.000%	1.480%	109.752				57,536.80
	10/01/2024	640,000.00	5.000%	1.520%	116.694				106,841.60
	10/01/2025	670,000.00	5.000%	1.570%	119.567				131,098.90
	10/01/2026	730,000.00	5.000%	1.660%	121.986				160,497.80
	10/01/2027	775,000.00	5.000%	1.760%	124.079				186,612.25
	10/01/2028	835,000.00	5.000%	1.850%	126.005				217,141.75
	10/01/2029	890,000.00	5.000%	1.940%	127.693				246,467.70
	10/01/2030	950,000.00	5.000%	2.060%	126.447 C	2.270%	10/01/2029	100.000	251,246.50
	10/01/2031	1,020,000.00	5.000%	2.170%	125.317 C	2.539%	10/01/2029	100.000	258,233.40
	10/01/2032	1,090,000.00	5.000%	2.300%	123.997 C	2.787%	10/01/2029	100.000	261,567.30
	10/01/2033	1,170,000.00	5.000%	2.400%	122.993 C	2.979%	10/01/2029	100.000	269,018.10
	10/01/2034	1,240,000.00	5.000%	2.480%	122.197 C	3.134%	10/01/2029	100.000	275,242.80
	10/01/2035	1,320,000.00	5.000%	2.540%	121.604 C	3.257%	10/01/2029	100.000	285,172.80
	10/01/2036	1,415,000.00	5.000%	2.610%	120.916 C	3.373%	10/01/2029	100.000	295,961.40
	10/01/2037	1,510,000.00	5.000%	2.650%	120.525 C	3.459%	10/01/2029	100.000	309,927.50
	10/01/2038	1,360,000.00	5.000%	2.690%	120.136 C	3.536%	10/01/2029	100.000	273,849.60
		17,785,000.00							3,646,195.10

Dated Date	10/01/2019	
Delivery Date	10/01/2019	
First Coupon	04/01/2020	
Par Amount	17,785,000.00	
Premium	3,646,195.10	
Production	21,431,195.10	120.501519%
Underwriter's Discount	-106,710.00	-0.600000%
Purchase Price	21,324,485.10	119.901519%
Accrued Interest		
Net Proceeds	21,324,485.10	

BOND SUMMARY STATISTICS

TRACY OPERATING PARTNERSHIP JPA

2019 Pooled Lease Revenue Refunding

Interest Rates as of July 3, 2019 + 25 bps

Assumes AA- S&P Rating

Refunding all Prior Bonds as Lease Revenue Bonds

Dated Date	10/01/2019
Delivery Date	10/01/2019
Last Maturity	10/01/2038
Arbitrage Yield	2.287379%
True Interest Cost (TIC)	2.921557%
Net Interest Cost (NIC)	3.282777%
All-In TIC	3.024648%
Average Coupon	4.963763%
Average Life (years)	11.839
Duration of Issue (years)	9.310
Par Amount	17,785,000.00
Bond Proceeds	21,431,195.10
Total Interest	10,451,700.00
Net Interest	6,912,214.90
Total Debt Service	28,236,700.00
Maximum Annual Debt Service	1,653,500.00
Average Annual Debt Service	1,486,142.11
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	6.000000
Total Underwriter's Discount	6.000000
Bid Price	119.901519

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Serial	17,785,000.00	120.502	4.964%	11.839	15,267.60
	17,785,000.00			11.839	15,267.60

	TIC	All-In TIC	Arbitrage Yield
Par Value	17,785,000.00	17,785,000.00	17,785,000.00
+ Accrued Interest			
+ Premium (Discount)	3,646,195.10	3,646,195.10	3,646,195.10
- Underwriter's Discount	-106,710.00	-106,710.00	
- Cost of Issuance Expense		-200,000.00	
- Other Amounts	-41,337.50	-41,337.50	-41,337.50
Target Value	21,283,147.60	21,083,147.60	21,389,857.60
Target Date	10/01/2019	10/01/2019	10/01/2019
Yield	2.921557%	3.024648%	2.287379%

BOND DEBT SERVICE

TRACY OPERATING PARTNERSHIP JPA
Ref LRBs (2007A)

Period Ending	Principal	Coupon	Interest	Debt Service
10/01/2020			111,500.00	111,500.00
10/01/2021			111,500.00	111,500.00
10/01/2022			111,500.00	111,500.00
10/01/2023			111,500.00	111,500.00
10/01/2024			111,500.00	111,500.00
10/01/2025	80,000.00	5.000%	111,500.00	191,500.00
10/01/2026	140,000.00	5.000%	107,500.00	247,500.00
10/01/2027	145,000.00	5.000%	100,500.00	245,500.00
10/01/2028	150,000.00	5.000%	93,250.00	243,250.00
10/01/2029	155,000.00	5.000%	85,750.00	240,750.00
10/01/2030	165,000.00	5.000%	78,000.00	243,000.00
10/01/2031	175,000.00	5.000%	69,750.00	244,750.00
10/01/2032	180,000.00	5.000%	61,000.00	241,000.00
10/01/2033	190,000.00	5.000%	52,000.00	242,000.00
10/01/2034	195,000.00	5.000%	42,500.00	237,500.00
10/01/2035	205,000.00	5.000%	32,750.00	237,750.00
10/01/2036	220,000.00	5.000%	22,500.00	242,500.00
10/01/2037	230,000.00	5.000%	11,500.00	241,500.00
	2,230,000.00		1,426,000.00	3,656,000.00

BOND DEBT SERVICE

TRACY OPERATING PARTNERSHIP JPA
Ref LRBs (2007B)

Period Ending	Principal	Coupon	Interest	Debt Service
10/01/2020	120,000.00	2.000%	25,850.00	145,850.00
10/01/2021	125,000.00	3.000%	23,450.00	148,450.00
10/01/2022	125,000.00	4.000%	19,700.00	144,700.00
10/01/2023	130,000.00	4.000%	14,700.00	144,700.00
10/01/2024	140,000.00	5.000%	9,500.00	149,500.00
10/01/2025	50,000.00	5.000%	2,500.00	52,500.00
	690,000.00		95,700.00	785,700.00

BOND DEBT SERVICE

TRACY OPERATING PARTNERSHIP JPA
Ref LRBs (2008) City Portion

Period Ending	Principal	Coupon	Interest	Debt Service
10/01/2020	245,000.00	2.000%	538,350.00	783,350.00
10/01/2021	270,000.00	3.000%	533,450.00	803,450.00
10/01/2022	295,000.00	4.000%	525,350.00	820,350.00
10/01/2023	320,000.00	4.000%	513,550.00	833,550.00
10/01/2024	350,000.00	5.000%	500,750.00	850,750.00
10/01/2025	385,000.00	5.000%	483,250.00	868,250.00
10/01/2026	425,000.00	5.000%	464,000.00	889,000.00
10/01/2027	460,000.00	5.000%	442,750.00	902,750.00
10/01/2028	505,000.00	5.000%	419,750.00	924,750.00
10/01/2029	545,000.00	5.000%	394,500.00	939,500.00
10/01/2030	590,000.00	5.000%	367,250.00	957,250.00
10/01/2031	640,000.00	5.000%	337,750.00	977,750.00
10/01/2032	695,000.00	5.000%	305,750.00	1,000,750.00
10/01/2033	750,000.00	5.000%	271,000.00	1,021,000.00
10/01/2034	805,000.00	5.000%	233,500.00	1,038,500.00
10/01/2035	865,000.00	5.000%	193,250.00	1,058,250.00
10/01/2036	930,000.00	5.000%	150,000.00	1,080,000.00
10/01/2037	1,000,000.00	5.000%	103,500.00	1,103,500.00
10/01/2038	1,070,000.00	5.000%	53,500.00	1,123,500.00
	11,145,000.00		6,831,200.00	17,976,200.00

BOND DEBT SERVICE

TRACY OPERATING PARTNERSHIP JPA
Ref LRBs (2008) RDA Portion

Period Ending	Principal	Coupon	Interest	Debt Service
10/01/2020	130,000.00	2.000%	176,650.00	306,650.00
10/01/2021	135,000.00	3.000%	174,050.00	309,050.00
10/01/2022	135,000.00	4.000%	170,000.00	305,000.00
10/01/2023	140,000.00	4.000%	164,600.00	304,600.00
10/01/2024	150,000.00	5.000%	159,000.00	309,000.00
10/01/2025	155,000.00	5.000%	151,500.00	306,500.00
10/01/2026	165,000.00	5.000%	143,750.00	308,750.00
10/01/2027	170,000.00	5.000%	135,500.00	305,500.00
10/01/2028	180,000.00	5.000%	127,000.00	307,000.00
10/01/2029	190,000.00	5.000%	118,000.00	308,000.00
10/01/2030	195,000.00	5.000%	108,500.00	303,500.00
10/01/2031	205,000.00	5.000%	98,750.00	303,750.00
10/01/2032	215,000.00	5.000%	88,500.00	303,500.00
10/01/2033	230,000.00	5.000%	77,750.00	307,750.00
10/01/2034	240,000.00	5.000%	66,250.00	306,250.00
10/01/2035	250,000.00	5.000%	54,250.00	304,250.00
10/01/2036	265,000.00	5.000%	41,750.00	306,750.00
10/01/2037	280,000.00	5.000%	28,500.00	308,500.00
10/01/2038	290,000.00	5.000%	14,500.00	304,500.00
	3,720,000.00		2,098,800.00	5,818,800.00

SUMMARY OF BONDS REFUNDED

TRACY OPERATING PARTNERSHIP JPA

2019 Pooled Lease Revenue Refunding

Interest Rates as of July 3, 2019 + 25 bps

Assumes AA- S&P Rating

Refunding all Prior Bonds as Lease Revenue Bonds

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
2007 Lease Revenue Bonds, Series A (Fire Station Project), 2007A:					
TERM31	03/01/2031	4.375%	1,240,000.00	10/31/2019	100.000
TERM37	03/01/2037	4.500%	1,450,000.00	10/31/2019	100.000
			<u>2,690,000.00</u>		
2007 Lease Revenue Bonds, Series B, 2007B:					
SERIAL	03/01/2020	4.000%	125,000.00	10/31/2019	100.000
TERM22	03/01/2022	4.200%	265,000.00	10/31/2019	100.000
TERM25	03/01/2025	4.250%	340,000.00	10/31/2019	100.000
			<u>730,000.00</u>		
2008 Lease Revenue Bonds (City Portion), 2008_CT:					
SERIAL	10/01/2020	5.250%	224,178.02	10/31/2019	100.000
	10/01/2021	5.500%	257,309.86	10/31/2019	100.000
	10/01/2022	5.500%	289,736.92	10/31/2019	100.000
	10/01/2023	5.750%	326,747.44	10/31/2019	100.000
TERM28	10/01/2028	6.000%	2,326,426.90	10/31/2019	100.000
TERM33	10/01/2033	6.250%	3,826,315.94	10/31/2019	100.000
TERM38	10/01/2038	6.375%	5,952,105.40	10/31/2019	100.000
			<u>13,202,820.48</u>		
2008 Lease Revenue Bonds (RDA Portion), 2008_RD:					
SERIAL	10/01/2020	5.250%	130,821.98	10/31/2019	100.000
	10/01/2021	5.500%	137,690.14	10/31/2019	100.000
	10/01/2022	5.500%	145,263.08	10/31/2019	100.000
	10/01/2023	5.750%	153,252.56	10/31/2019	100.000
TERM28	10/01/2028	6.000%	913,573.10	10/31/2019	100.000
TERM33	10/01/2033	6.250%	1,228,684.06	10/31/2019	100.000
TERM38	10/01/2038	6.375%	1,667,894.60	10/31/2019	100.000
			<u>4,377,179.52</u>		
			<u>21,000,000.00</u>		

UNIVERSAL FORMULA VERIFICATION

TRACY OPERATING PARTNERSHIP JPA

2019 Pooled Lease Revenue Refunding

Interest Rates as of July 3, 2019 + 25 bps

Assumes AA- S&P Rating

Refunding all Prior Bonds as Lease Revenue Bonds

Component	Formula	Value
ISS	200,000	200,000.00
ISS	.6% of Par Amount	106,710.00
SUR	(10% of Reasonable Par Amount * 2.5%)	53,577.99
SUR	(maximum annual Debt Service * 2.5%)	41,337.50
SUR	(125% of average annual adjusted Debt Service * 2.5%)	46,441.94
SUR	Surety Expense @ 2.50% (1)	41,337.50

DISCLAIMER

TRACY OPERATING PARTNERSHIP JPA
2019 Pooled Lease Revenue Refunding
Interest Rates as of July 3, 2019 + 25 bps
Assumes AA- S&P Rating
Refunding all Prior Bonds as Lease Revenue Bonds

We are providing this material to provide you with certain regulatory disclosures as required by the Municipal Securities Rulemaking Board. As part of our services, Piper Jaffray may provide advice concerning the structure, timing, terms, and other similar matters concerning an issue of municipal securities that Piper Jaffray is underwriting or placing. However, Piper Jaffray intends to serve as an underwriter or placement agent and not as a financial advisor to you in this transaction; and the primary role of Piper Jaffray is to purchase securities for resale to investors or arrange for the placement of securities in an arm's-length commercial transaction between you and Piper Jaffray. Piper Jaffray has financial and other interests that differ from your interests.

Proposed Resolution for Adoption by the Oversight Board

RESOLUTION _____

RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE TRACY COMMUNITY DEVELOPMENT AGENCY APPROVING AN AMENDMENT NO. 1 TO REIMBURSEMENT AGREEMENT AND MAKING RELATED FINDINGS AND DECLARATIONS AND TAKING RELATED ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Tracy Community Development Agency (the "Former Agency") was a public body, corporate and politic, duly established and authorized to transact business and exercise powers under and pursuant to the provisions of the Community Redevelopment Law of the State of California, constituting Part 1 of Division 24 of the Health and Safety Code of the State (as amended, the "Redevelopment Law"), and

WHEREAS, under the Redevelopment Law, a Community Development Project Area Plan (the "Redevelopment Plan") for the Community Development Project Area (the "Redevelopment Project Area") was approved on July 17, 1990 by Ordinance No. 482 of the City Council of the City, which Redevelopment Plan was subsequently amended, and

WHEREAS, Assembly Bill x1 26, effective June 29, 2011, together with AB 1484, effective June 27, 2012 ("AB 1484"), codified Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) of Division 24 of the California Health and Safety Code (as amended from time to time, the "Dissolution Act"), and

WHEREAS, pursuant to Section 34172(a) of the Dissolution Act, the Former Agency has been dissolved and no longer exists as a public body, corporate and politic, and pursuant to Section 34173 of the Dissolution Act, the Successor Agency to the Tracy Community Development Agency has become the successor entity to the Former Agency (the "Successor Agency"), and

WHEREAS, pursuant to Section 34179, this Oversight Board has been established for the Successor Agency, and

WHEREAS, prior to the dissolution of the Former Agency, the Former Agency executed and delivered a Reimbursement Agreement, dated as of December 1, 2008 (the "2008 Reimbursement Agreement"), by and between the City of Tracy (the "City") and the Former Agency, under which the Former Agency agreed to reimburse the City for a portion of the lease payments (the "2008 Lease Payments") made by the City pursuant to a Property Lease, dated as of December 1, 2008, between the City and the Tracy Operating Partnership Joint Powers Authority (the "Authority"), and

WHEREAS, the Former Agency's reimbursement obligation under the 2008 Reimbursement Agreement was intended to defray the costs of the acquisition and construction of certain public improvements that are located in or that were found by the City and the Former Agency (pursuant to all applicable requirements of the Redevelopment Law) to be of benefit to the Redevelopment Project Area, and

WHEREAS, the Authority pledged and assigned the 2008 Lease Payments to The Bank of New York Mellon Trust Company, N.A., as trustee (the "2008 Trustee") under an Indenture, dated as of December 1, 2008 (the "2008 Indenture"), pursuant to which the Authority issued the \$19,765,000 Tracy Operating Partnership Joint Powers Authority 2008 Lease Revenue Bonds (Refunding and Capital Improvement Projects) (the "2008 Lease Revenue Bonds"), and

WHEREAS, under the 2008 Reimbursement Agreement, the Former Agency pledged property tax revenues generated in the Redevelopment Project Area as security for its reimbursement obligation, and

WHEREAS, the 2008 Reimbursement Agreement constitutes an "enforceable obligation" of the Successor Agency as defined in Section 34171 of the Dissolution Act, and

WHEREAS, the Authority is a joint powers authority established by the City and the Former Agency pursuant to a Joint Exercise of Powers Agreement dated as of October 15, 1995 (the "TOPJPA Agreement"); as a result of the dissolution of the Former Agency, the Successor Agency is a party to the TOPJPA Agreement, and

WHEREAS, the City has notified the Successor Agency that, under prevailing market conditions, it is possible to refinance the 2008 Lease Revenue Bonds and generate debt service savings, and has asked (i) the Authority to issue refunding revenue bonds (the "Refunding Bonds") to refund the 2008 Lease Revenue Bonds and (ii) the Successor Agency to execute an Amendment No. 1 to Reimbursement Agreement (the "Amendment No. 1 to Reimbursement Agreement") to reflect the issuance of the Refunding Bonds to refund the 2008 Lease Revenue Bonds, and

WHEREAS, Section 34177.5(a)(3) of the Dissolution Act authorizes the Successor Agency to amend the 2008 Reimbursement Agreement to provide savings to the Successor Agency, provided that the 2008 Reimbursement Agreement is amended in connection with a refunding of the 2008 Lease Revenue Bonds and that the refunding of the 2008 Lease Revenue Bonds achieves debt service savings within the parameters set forth in Section 34177.5(a)(3) (the "Savings Parameters"), and

WHEREAS, Section 34177.5(a)(3) further provides that the pledge set forth in the amended Reimbursement Agreement shall have the same lien priority as the pledge in the 2008 Reimbursement Agreement prior to its amendment and shall be valid, binding, and enforceable in accordance with its terms, and

WHEREAS, by a resolution adopted on August 16, 2019 (the "Successor Agency Resolution"), the Successor Agency approved the refunding of the 2008 Lease Revenue Bonds and approved the form of and authorized the execution and delivery of the Amendment No. 1 to Reimbursement Agreement, and

WHEREAS, the Successor Agency has caused its financial advisor, CSG Advisors Incorporated (the "Financial Advisor"), to prepare an analysis (the "Financial Advisor Work Product") in order to demonstrate that the issuance of the proposed Refunding Bonds will meet the Savings Parameters, and

WHEREAS, this Oversight Board has completed its review of the refunding proceedings and the Debt Service Savings Analysis and wishes at this time to approve and direct the execution and delivery of the Amendment No. 1 to Reimbursement Agreement in connection with the issuance of the Refunding Bonds pursuant to this Resolution, and

NOW THEREFORE, BE IT RESOLVED that the Oversight Board for the Successor Agency of the Tracy Community Development Agency, hereby finds, resolves, and determines as follows:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Ratification and Adoption of Successor Agency Resolution. This Oversight Board hereby ratifies and adopts the Successor Agency Resolution.

Section 3. Determination of Savings. This Oversight Board has determined that there are significant potential savings available to the Successor Agency and to applicable taxing entities in compliance with the Savings Parameters by (A) the issuance by the Authority of the Refunding Bonds to provide funds to refund and defease the 2008 Lease Revenue Bonds and (B) the amendment of the 2008 Reimbursement Agreement pursuant to the Amendment No. 1 to Reimbursement Agreement, all as evidenced by the Debt Service Savings Analysis, which Debt Service Savings Analysis is hereby approved.

Section 4. Direction and Approval of Execution and Delivery of the Amendment No. 1 to Reimbursement Agreement. As authorized by Section 34177.5(f), the Oversight Board hereby directs the Successor Agency to undertake the refunding proceedings under Section 34177.5(a)(3), and as authorized by Section 34177.5(f) and Section 34180, this Oversight Board hereby directs and approves the amendment of the 2008 Reimbursement Agreement pursuant to the Amendment No. 1 to Reimbursement Agreement, as long as the Amendment No. 1 to Reimbursement Agreement is delivered in connection with a refunding of the 2008 Lease Revenue Bonds and the refunding of the 2008 Lease Revenue Bonds satisfies the Savings Parameters, as certified by the Financial Advisor upon delivery of the Refunding Bonds.

In connection with the sale and issuance of the Refunding Bonds, the Authority is authorized to purchase a municipal bond insurance policy and a reserve account surety bond for the Refunding Bonds if the Successor Agency determines that the purchase of either or both reduces the true interest cost of the Refunding Bonds, thereby increasing the savings obtained through the issuance of the Refunding Bonds, the refunding of the 2008 Lease Revenue Bonds and the execution and delivery of the Amendment No. 1 to Reimbursement Agreement.

Section 5. Sale and Delivery of Refunding Bonds in Whole or in Part. The Oversight Board hereby approves the execution and delivery of the Amendment No. 1 to Reimbursement Agreement in connection with the sale and delivery of the Refunding Bonds for the purpose of refunding the 2008 Lease Revenue Bonds in whole, provided that there is compliance with the Savings Parameters.

However, if such Savings Parameters cannot be met with respect to a refunding of the 2008 Lease Revenue Bonds in whole, then the Oversight Board approves a refunding of the 2008 Lease Revenue Bonds in part and the Amendment No. 1 to Reimbursement Agreement may provide for the payment of an authorized portion of the debt service on the Refunding Bonds and the unrefunded portion of the 2008 Lease Revenue Bonds.

In the event the 2008 Lease Revenue Bonds are initially refunded in part and the Authority issues subsequent series of Refunding Bonds to refund the remaining 2008 Lease

Revenue Bonds, the Successor Agency shall be entitled to amend the Amendment No. 1 to Reimbursement Agreement to reflect such further refundings without further approval of the Oversight Board provided that in each such instance the Refunding Bonds so sold and delivered are in compliance with the Savings Parameters.

Section 6. Determinations by the Oversight Board. Based upon the full record before it, which includes but is not limited to staff reports, testimony, and other materials and evidence provided, the Oversight Board makes the following determinations upon which the Successor Agency shall rely in undertaking the refunding proceedings and the issuance of the Refunding Bonds:

- (a) The Successor Agency is authorized, as provided in Section 34177.5(f), to recover its costs related to the issuance of the Refunding Bonds from the proceeds of the Refunding Bonds, including the cost of reimbursing the City for administrative staff time spent with respect to the authorization, issuance, sale and delivery of the Refunding Bonds;
- (b) The application of proceeds of the Refunding Bonds to the refunding and defeasance of all or a portion of the 2008 Lease Revenue Bonds, as well as the payment of costs of issuing the Refunding Bonds, as provided in Section 34177.5(a), shall be implemented promptly upon sale and delivery of the Refunding Bonds, notwithstanding Section 34177.3 or any other provision of law to the contrary, without the approval of the Oversight Board, the California Department of Finance, the San Joaquin County Auditor-Controller or any other person or entity other than the Successor Agency
- (c) As provided by Section 34177.5(f), if the Authority is unable to complete the issuance of the Refunding Bonds for any reason, the Successor Agency shall, nevertheless, be entitled to recover its costs incurred with respect to the refunding proceedings from property tax revenues pursuant to Section 34183 without reduction in its Administrative Cost Allowance.

Section 7. Effective Date. Pursuant to Health and Safety Code Section 34177.5(f) and Section 34179(h), this Resolution shall be effective five (5) business days after proper notification hereof is given to the California Department of Finance unless the California Department of Finance requests a review of the actions taken in this Resolution, in which case this Resolution will be effective upon approval by the California Department of Finance.

The foregoing Resolution _____ was passed and adopted by the Oversight Board of the Successor Agency to the Tracy Community Development Agency on the 16th day of July, 2019, by the following votes:

Resolution _____
Page 5

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair

ATTEST

Secretary

Jones Hall Draft 7-9-19

AMENDMENT NO. 1 TO REIMBURSEMENT AGREEMENT

By and Between the

SUCCESSOR AGENCY TO THE TRACY COMMUNITY DEVELOPMENT AGENCY

and the

CITY OF TRACY,

Dated as of _____, 20__

Relating to

\$_____

**Tracy Operating Partnership Joint Powers Authority
2019 Refunding Lease Revenue Bonds
(2008 Refinancing)**

as a result of the refunding of

\$19,765,000

**Tracy Operating Partnership Joint Powers Authority
2008 Lease Revenue Bonds
(Refunding and Capital Improvement Projects)**

AMENDMENT NO. 1 TO REIMBURSEMENT AGREEMENT

This AMENDMENT NO. 1 TO REIMBURSEMENT AGREEMENT (this "Amendment No. 1") is dated as of ____ 1, 2019, by and between the CITY OF TRACY, a municipal corporation organized and existing under the laws of the State of California (the "City"), and the SUCCESSOR AGENCY TO THE TRACY COMMUNITY DEVELOPMENT AGENCY, a public body, corporate and politic, duly organized and existing under the laws of the State of California (the "Successor Agency").

This Amendment No. 1 amends that certain Reimbursement Agreement, dated as of December 1, 2008 (the "2008 Reimbursement Agreement"; as amended by this Amendment No. 1, the "Agreement"), by and between the City and the Community Development Agency of the City of Tracy (the "Former Agency").

WITNESSETH:

WHEREAS, the Former Agency was a public body, corporate and politic, duly established and authorized to transact business and exercise powers under and pursuant to the provisions of the Redevelopment Law (as defined in the 2008 Reimbursement Agreement);

WHEREAS, under the Redevelopment Law, the Redevelopment Plan (as defined in the 2008 Reimbursement Agreement) for the Redevelopment Project (as defined in the 2008 Reimbursement Agreement) was approved and subsequently amended;

WHEREAS, Assembly Bill x1 26, effective June 29, 2011, together with AB 1484, effective June 27, 2012 ("AB 1484"), codified Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) of Division 24 of the California Health and Safety Code (as amended from time to time, the "Dissolution Act");

WHEREAS, pursuant to Section 34172(a) of the Dissolution Act, the Former Agency has been dissolved and no longer exists as a public body, corporate and politic, and pursuant to Section 34173 of the Dissolution Act, the Successor Agency has become the successor entity to the Former Agency;

WHEREAS, prior to the dissolution of the Former Agency, the Former Agency executed the 2008 Reimbursement Agreement, under which the Former Agency agreed to reimburse the City for a portion of the lease payments (the "Lease Payments," as defined in the 2008 Reimbursement Agreement) made by the City pursuant to a Property Lease, dated as of December 1, 2008 (the "Lease," as defined in the 2008 Reimbursement Agreement), between the City and the Tracy Operating Partnership Joint Powers Authority (the "Authority," as defined in the 2008 Reimbursement Agreement);

WHEREAS, the Former Agency's payments under the 2008 Reimbursement Agreement were intended to defray the costs of the acquisition and construction of the Improvements (as defined in the 2008 Reimbursement Agreement) that are located in or that were found by the City and the Former Agency (pursuant to all applicable requirements of the Redevelopment Law) to be of benefit to the Redevelopment Project Area;

WHEREAS, the Authority pledged and assigned the Lease Payments to The Bank of New York Mellon Trust Company, N.A., as trustee under an Indenture, dated as of December 1, 2008, pursuant to which the Authority issued the \$19,765,000 Tracy Operating Partnership Joint Powers Authority 2008 Lease Revenue Bonds (Refunding and Capital Improvement Projects) (the "Authority Bonds," as defined in the 2008 Reimbursement Agreement);

WHEREAS, under the 2008 Reimbursement Agreement, the Former Agency pledged property tax revenues generated in the Redevelopment Project Area ("Tax Revenues," as defined in the 2008 Reimbursement Agreement) as security for its reimbursement obligation;

WHEREAS, the 2008 Reimbursement Agreement constitutes an "enforceable obligation" as defined in Section 34171 of the Dissolution Act;

WHEREAS, the Authority is a joint powers authority established by the City and the Former Agency pursuant to a Joint Exercise of Powers Agreement dated as of October 15, 1995 (the "Authority Agreement"); as a result of the dissolution of the Former Agency, the Successor Agency is a party to the Authority Agreement;

WHEREAS, the City has notified the Successor Agency that, under prevailing market conditions, it is possible to refinance the Authority Bonds and generate debt service savings, and has asked (i) the Authority to issue refunding revenue bonds to refund the Authority Bonds and (ii) the Successor Agency to execute this Amendment No. 1 to reflect the refunding of the Authority Bonds;

WHEREAS, the Authority is issuing concurrently herewith its Tracy Operating Partnership Joint Powers Authority 2019 Refunding Lease Revenue Bonds (2008 Refinancing) pursuant to an Indenture of Trust, dated as of _____ 1, 2019, by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee;

WHEREAS, also concurrently herewith, the City and the Authority are entering into an Amended and Restated Lease Agreement, dated as of _____ 1, 2019, that will amend and restate the Lease as defined in the 2008 Reimbursement Agreement and pursuant to which the City will pay lease payments for the use and occupancy of certain real property and improvements;

WHEREAS, Section 34177.5(a)(3) of the Dissolution Act authorizes the Successor Agency to amend the 2008 Reimbursement Agreement to provide savings to the Successor Agency, provided that the 2008 Reimbursement Agreement is amended in connection with a refunding of the 2008 Lease Revenue Bonds (Refunding and Capital Improvement Projects) and that the refunding of the 2008 Lease Revenue Bonds (Refunding and Capital Improvement Projects) achieves debt service savings within the parameters set forth in Section 34177.5(a)(3) (the "Savings Parameters");

WHEREAS, Section 34177.5(a)(3) further provides that the pledge set forth in the amendment of the 2008 Reimbursement Agreement shall have the same lien priority as the pledge in the 2008 Reimbursement Agreement prior to its amendment and shall be valid, binding, and enforceable in accordance with its terms;

WHEREAS, the Successor Agency and the City wish to enter into this Amendment No. 1 for the purpose of amending the 2008 Reimbursement Agreement in compliance with Section 34177.5(a)(3);

NOW, THEREFORE, in consideration of their mutual undertakings herein contained, it is agreed by and between the parties hereto as follows:

Section 1. Definitions.

(a) Unless otherwise set forth below, capitalized terms used in the Agreement shall have the meanings given them in the 2008 Reimbursement Agreement.

(b) The following terms defined in the 2008 Reimbursement Agreement are hereby amended as follows:

(i) "Agency" means the Successor Agency to the Tracy Community Development Agency, a public entity duly organized and existing under the Dissolution Act.

(ii) "Authority Bonds" means the Tracy Operating Partnership Joint Powers Authority 2019 Refunding Lease Revenue Bonds (2008 Financing).

(iii) "Lease" means the Amended and Restated Property Lease, dated as of ____ 1, 2019, by and between the City and the Agency, as originally executed and as it may from time to time be supplemented, modified or amended.

(iv) "Lease Payments" means that portion of amounts payable by the City under the Lease allocable to costs incurred to finance the acquisition and construction of those Improvements which are located in or which are found (pursuant to all applicable requirements of law) to be of benefit to the Redevelopment Project Area, which amount is deemed to be [\$_____] per Fiscal Year (as defined in the Indenture) as of the date of issuance of the Refunding Bonds.¹

(v) "Leased Property" means the real property and improvements leased by the City under the Lease.

(c) The following terms defined in the 2008 Reimbursement Agreement are hereby deleted in their entirety:

(i) Sites

(ii) Facilities

All references to Sites in the Reimbursement Agreement shall hereinafter be deemed to be a reference to Leased Property.

Section 2. *Effective Date.* This Amendment No. 1 shall take effect from and after the date first set forth above.

¹ Preliminary subject to change. This amount will be equal to the amount specified in the 2008 Reimbursement Agreement as reduced to reflect a pro rata share of the savings generated by the refunding of the Authority Bonds.

Section 3. *Execution of Counterparts.* This Amendment No. 1 may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute but one and the same instrument.

Section 4. *Confirmation of 2008 Reimbursement Agreement; Conflict With 2008 Reimbursement Agreement.* All representation, covenants, warranties and other provisions of the 2008 Reimbursement Agreement, unless specifically amended, modified or supplemented by this Amendment No. 1, are hereby confirmed as applicable to this Amendment No. 1. In the event of any conflict between the provisions of this Amendment No. 1 and the 2008 Reimbursement Agreement, the provisions of this Amendment No. 1 shall govern.

Section 5. *Governing Law.* This Agreement shall be construed and governed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the CITY OF TRACY and the SUCCESSOR AGENCY TO THE TRACY COMMUNITY DEVELOPMENT AGENCY have caused this Amendment No. 1 to Reimbursement Agreement to be signed by their respective officers, all as of the day and year first above written.

CITY OF TRACY

By _____
City Manager

Attest:

City Clerk

**SUCCESSOR AGENCY TO THE TRACY
COMMUNITY DEVELOPMENT AGENCY**

By _____
City Manager
City of Tracy

Attest:

City Clerk
City of Tracy

RESOLUTION _____

RESOLUTION OF THE SUCCESSOR AGENCY TO THE TRACY COMMUNITY DEVELOPMENT AGENCY APPROVING AN AMENDMENT NO. 1 TO REIMBURSEMENT AGREEMENT, REQUESTING OVERSIGHT BOARD APPROVAL OF THE AMENDMENT NO. 1 TO REIMBURSEMENT AGREEMENT, REQUESTING CERTAIN DETERMINATIONS BY THE OVERSIGHT BOARD, AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

WHEREAS, the Tracy Community Development Agency (the "Former Agency") was a public body, corporate and politic, duly established and authorized to transact business and exercise powers under and pursuant to the provisions of the Community Redevelopment Law of the State of California, constituting Part 1 of Division 24 of the Health and Safety Code of the State (as amended, the "Redevelopment Law"), and

WHEREAS, under the Redevelopment Law, a Community Development Project Area Plan (the "Redevelopment Plan") for the Community Development Project Area (the "Redevelopment Project Area") was approved on July 17, 1990 by Ordinance No. 482 of the City Council of the City, which Redevelopment Plan was subsequently amended, and

WHEREAS, Assembly Bill x1 26, effective June 29, 2011, together with AB 1484, effective June 27, 2012 ("AB 1484"), codified Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) of Division 24 of the California Health and Safety Code (as amended from time to time, the "Dissolution Act"), and

WHEREAS, pursuant to Section 34172(a) of the Dissolution Act, the Former Agency has been dissolved and no longer exists as a public body, corporate and politic, and pursuant to Section 34173 of the Dissolution Act, the Successor Agency to the Tracy Community Development Agency has become the successor entity to the Former Agency (the "Successor Agency"), and

WHEREAS, prior to the dissolution of the Former Agency, the Former Agency executed and delivered a Reimbursement Agreement, dated as of December 1, 2008 (the "2008 Reimbursement Agreement"), by and between the City of Tracy (the "City") and the Former Agency, under which the Former Agency agreed to reimburse the City for a portion of the lease payments (the "2008 Lease Payments") made by the City pursuant to a Property Lease, dated as of December 1, 2008, between the City and the Tracy Operating Partnership Joint Powers Authority (the "Authority"), and

WHEREAS, the Former Agency's reimbursement obligation under the 2008 Reimbursement Agreement was intended to defray the costs of the acquisition and construction of certain public improvements that are located in or that were found by the City and the Former Agency (pursuant to all applicable requirements of the Redevelopment Law) to be of benefit to the Redevelopment Project Area, and

WHEREAS, the Authority pledged and assigned the 2008 Lease Payments to The Bank of New York Mellon Trust Company, N.A., as trustee (the "2008 Trustee") under an Indenture, dated as of December 1, 2008 (the "2008 Indenture"), pursuant to which the Authority issued

the \$19,765,000 Tracy Operating Partnership Joint Powers Authority 2008 Lease Revenue Bonds (Refunding and Capital Improvement Projects) (the "2008 Lease Revenue Bonds"), and

WHEREAS, under the 2008 Reimbursement Agreement, the Former Agency pledged property tax revenues generated in the Redevelopment Project Area as security for the its reimbursement obligation, and

WHEREAS, the 2008 Reimbursement Agreement constitutes an "enforceable obligation" of the Successor Agency as defined in Section 34171 of the Dissolution Act, and

WHEREAS, the Authority is a joint powers authority established by the City and the Former Agency pursuant to a Joint Exercise of Powers Agreement dated as of October 15, 1995 (the "TOPJPA Agreement"); as a result of the dissolution of the Former Agency, the Successor Agency is a party to the TOPJPA Agreement, and

WHEREAS, the City has notified the Successor Agency that, under prevailing market conditions, it is possible to refinance the 2008 Lease Revenue Bonds and generate debt service savings, and has asked (i) the Authority to issue refunding revenue bonds (the "Refunding Bonds") to refund the 2008 Lease Revenue Bonds and (ii) the Successor Agency to execute an Amendment No. 1 to Reimbursement Agreement (the "Amendment No. 1 to Reimbursement Agreement") to reflect the issuance of the Refunding Bonds to refund the 2008 Lease Revenue Bonds, and

WHEREAS, Section 34177.5(a)(3) of the Dissolution Act authorizes the Successor Agency to amend the 2008 Reimbursement Agreement to provide savings to the Successor Agency, provided that the 2008 Reimbursement Agreement is amended in connection with a refunding of the 2008 Lease Revenue Bonds and that the refunding of the 2008 Lease Revenue Bonds achieves debt service savings within the parameters set forth in Section 34177.5(a)(3) (the "Savings Parameters"), and

WHEREAS, Section 34177.5(a)(3) further provides that the pledge set forth in the amended Reimbursement Agreement shall have the same lien priority as the pledge in the 2008 Reimbursement Agreement prior to its amendment and shall be valid, binding, and enforceable in accordance with its terms, and

WHEREAS, the Successor Agency wishes at this time to approve the refunding of the 2008 Lease Revenue Bonds, and to approve the form of and authorize the execution and delivery of the Amendment No. 1 to Reimbursement Agreement, and

WHEREAS, the Successor Agency has caused its financial advisor, CSG Advisors Incorporated (the "Financial Advisor"), to prepare an analysis (the "Financial Advisor Work Product") in order to demonstrate that the issuance of the proposed Refunding Bonds will meet the Savings Parameters, and

WHEREAS, pursuant to Section 34179 of the Dissolution Act, an oversight board (the "Oversight Board") has been established for the Successor Agency, and

WHEREAS, the Successor Agency wishes to request that the Oversight Board approve and direct the execution and delivery of the Amendment No. 1 to Reimbursement Agreement in connection with the issuance of the Refunding Bonds pursuant to this Resolution, and

WHEREAS, the Successor Agency further wishes to request that the Oversight Board make certain determinations described below on which the Successor Agency will rely in undertaking the execution and delivery of the Amendment No. 1 to Reimbursement Agreement in connection with the issuance of the Refunding Bonds pursuant to this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Successor Agency to the Tracy Community Development Agency, as follows:

1. Recitals. The Successor Agency finds and determines that the above referenced recitals are true and correct and material to this Resolution

2. Findings Related to the Savings Parameters. The Successor Agency hereby finds that there are significant potential savings available to the Successor Agency and to applicable taxing entities in compliance with the Savings Parameters by (A) the issuance by the Authority of the Refunding Bonds to provide funds to refund and defease the 2008 Lease Revenue Bonds and (B) the amendment of the 2008 Reimbursement Agreement, all as evidenced by the Financial Advisor Work Product on file with the City Clerk, as the secretary (the "Secretary") of the Successor Agency, which Financial Advisor Work Product is hereby approved.

3. Approval of Issuance of the Refunding Bonds. Pursuant to Section 34177.5(a)(3) of the Dissolution Act, the Successor Agency hereby authorizes and approves the issuance of the Refunding Bonds by the Authority provided that at the time of sale and issuance, the Refunding Bonds are in compliance with the Savings Parameters.

4. Approval of Amendment No. 1 to Reimbursement Agreement. The Successor Agency hereby approves the Amendment No. 1 to Reimbursement Agreement. Each of the Mayor, as the Chair and presiding officer of the Successor Agency, the City Manager of the City, as the chief administrative officer of the Successor Agency, the City Attorney, as the general counsel of the Successor Agency, the Finance Director of the City, as the treasurer of the Successor Agency (each, an "Authorized Officer"), is hereby authorized and directed to execute and deliver, and the Secretary of the Successor Agency, is hereby authorized and directed to attest to, the Amendment No. 1 to Reimbursement Agreement for and in the name and on behalf of the Successor Agency, in substantially the form on file with the Secretary, with such changes therein, deletions therefrom and additions thereto as the Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by the execution and delivery of the Amendment No. 1 to Reimbursement Agreement. The Successor Agency hereby authorizes the delivery and performance of the Amendment No. 1 to Reimbursement Agreement.

5. Oversight Board Approval of the Amendment No. 1 to Reimbursement Agreement. The Successor Agency hereby requests that the Oversight Board, as authorized by Section 34177.5(f) and Section 34180 of the Dissolution Act, approve and direct the execution and delivery of the Amendment No. 1 to Reimbursement Agreement pursuant to Section 34177.5(a)(3) and this Resolution, as long as the Amendment No. 1 to Reimbursement Agreement is delivered in connection with a refunding of the 2008 Lease Revenue Bonds and the refunding of the 2008 Lease Revenue Bonds satisfies the Savings Parameters.

6. Determinations by the Oversight Board. The Successor Agency requests that the Oversight Board make the following determinations upon which the Successor Agency will rely in undertaking the refunding proceedings and the issuance of the Refunding Bonds:

- (a) The Successor Agency is authorized, as provided in Section 34177.5(f), to recover its costs related to the issuance of the Refunding Bonds from the proceeds of the Refunding Bonds, including the cost of reimbursing the City for administrative staff time spent with respect to the authorization, issuance, sale and delivery of the Refunding Bonds;
- (b) The application of proceeds of the Refunding Bonds to the refunding and defeasance of all or a portion of the 2008 Lease Revenue Bonds, as well as the payment by the Authority of costs of issuance of the Refunding Bonds, as provided in Section 34177.5(a), shall be implemented by the Authority promptly upon sale and delivery of the Refunding Bonds, notwithstanding Section 34177.3 or any other provision of law to the contrary, without the approval of the Oversight Board, the California Department of Finance, the San Joaquin County Auditor-Controller or any other person or entity other than the Successor Agency
- (c) As provided by Section 34177.5(f), if the Authority is unable to complete the issuance of the Refunding Bonds for any reason, the Successor Agency shall, nevertheless, be entitled to recover its costs incurred with respect to the refunding proceedings from property tax revenues pursuant to Section 34183 without reduction in its Administrative Cost Allowance.

7. Filing of Financial Advisor Work Product and Resolution. The Secretary is hereby authorized and directed to file the Financial Advisor Work Product, together with a certified copy of this Resolution, with the Oversight Board, and, as provided in Section 34180(j) with the San Joaquin County Administrative Officer, the San Joaquin County Auditor-Controller and the California Department of Finance.

8. Refunding of 2008 Lease Revenue Bonds in Whole or in Part. It is the intent of the Successor Agency that the Refunding Bonds will be issued to refund the 2008 Lease Revenue Bonds in whole, provided that there is compliance with the Savings Parameters.

If the Savings Parameters cannot be met, then the Refunding Bonds may be sold to refund the 2008 Lease Revenue Bonds in part to the extent that the refunding of the 2008 Lease Revenue Bonds in part can satisfy the Savings Parameters and any portion of the 2008 Lease Revenue Bonds not refunded would remain outstanding and the Amendment No. 1 to Reimbursement Agreement would provide for the payment of an authorized portion of the debt service on the Refunding Bonds and the unrefunded portion of the 2008 Lease Revenue Bonds.

In the event the Refunding Bonds are issued to refund the 2008 Lease Revenue Bonds in part, then the Successor Agency expects the Authority to sell and deliver additional refunding bonds to refund the unrefunded 2008 Lease Revenue Bonds; if any such additional refunding bonds so sold and delivered in part are in compliance with the Savings Parameters, then the Successor Agency shall be entitled to amend the

Amendment No. 1 to Reimbursement Agreement to reflect such refunding without further approval of the Oversight Board.

9. Official Actions. The Authorized Officers and any and all other officers of the Successor Agency are hereby authorized and directed, for and in the name and on behalf of the Successor Agency, to do any and all things and take any and all actions, which they, or any of them, may deem necessary or advisable in obtaining the requested approvals by the Oversight Board and the California Department of Finance, the issuance, sale and delivery of the Refunding Bonds and the execution and delivery of the Amendment No. 1 to Reimbursement Agreement. Whenever in this Resolution any officer of the Successor Agency is directed to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

10. Transmittal. Staff is hereby directed to transmit this Resolution to the Oversight Board for approval, and to the County of San Joaquin Chief Executive Officer, the County Auditor-Controller and the Department of Finance.

11. Effective Date. This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution _____ was passed and adopted by the Successor Agency to the Tracy Community Development Agency on the 16th day of July, 2019, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chair

ATTEST

Secretary

APPROVED AS TO FORM:

Successor Agency Counsel

AGENDA ITEM 3.E

REQUEST

APPROVING AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN JENNY HARUYAMA AND THE CITY OF TRACY RELATING TO COMPENSATION AND BENEFITS TO AUTHORIZE REIMBURSEMENT FOR RELOCATION AND MOVING EXPENSES

EXECUTIVE SUMMARY

The Employment Agreement between City Manager Jenny Haruyama and the City of Tracy is being amended to provide for relocation and moving expenses in an amount not to exceed \$3,500 to address an administrative oversight.

DISCUSSION

On March 19, 2019 the City Council approved an Employment Agreement (Agreement) with Jenny Haruyama to serve as the City Manager. Due to an administrative oversight, relocation and moving expenses were not incorporated into the original agreement. Therefore, Section 3 “Compensation and “Benefits is being amended to add item “J. Relocation and Moving Expenses.” The attached amendment to the Agreement will allow for relocation and moving expenses to be reimbursed to the City Manager for actual expenses incurred not to exceed \$3,500 consistent with the relocation expense reimbursement provided in the Department Head Compensation and Benefits Plan.

STRATEGIC PLAN

This agenda item supports the City’s Governance Strategy and Business Plan, and specifically implements the following goals and objectives:

Governance Strategy

Goal 1: Further develop an organization to attract, motivate, develop, and retain a high-quality, engaged, high-performing, and informed workforce.

FISCAL IMPACT

The total fiscal impact for this amendment will not exceed \$3,500. There are sufficient funds for this request.

RECOMMENDATION

Staff recommends that City Council adopt a resolution approving an amendment to the employment agreement between Jenny Haruyama and the City of Tracy relating to compensation and benefits to address relocation and moving expenses.

Agenda Item 3.E

July 16, 2019

Page 2

Prepared by: Kimberly Murdaugh, Human Resources Director

Reviewed by: Karin Schnaider, Finance Director
Leticia Ramirez, Interim City Attorney
Midori Lichtwardt, Assistant City Manager

Approved by: Leticia Ramirez, Interim City Attorney

Attachment: Exhibit A - Amended Employment Agreement Between Jenny Haruyama and
the City of Tracy

AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN
JENNY HARUYAMA AND THE CITY OF TRACY

This Amendment to an Employment Agreement (hereinafter "Amendment") is made and entered into between the City of Tracy, a municipal corporation ("CITY"), and Jenny Haruyama, an individual ("EMPLOYEE"), both of whom agree as follows:

RECITALS:

- A. On March 19, 2019, the City Council approved an Employment Agreement ("Agreement") with Jenny Haruyama to serve as City Manager.
- B. Due to an administrative oversight, the Agreement omitted reimbursement for relocation and moving expenses which the City and EMPLOYEE had agreed to include.
- C. This Amendment seeks to amend the Agreement to allow for the reimbursement of relocation and moving expenses to EMPLOYEE for an amount not to exceed \$3,500.

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth below, the parties 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.** The following language is hereby added as subsection J of Section 3 Compensation and Benefits:

"J. Relocation and Moving Expenses. CITY shall reimburse EMPLOYEE for relocation and moving expenses in an amount not to exceed \$3,500."
3. **Modifications.** This Amendment may not be modified orally or in any manner other than by an agreement in writing signed by both parties, in accordance with the requirements of the Agreement.
4. **Severability.** If any term of this Amendment is held invalid by a court of competent jurisdiction, the Amendment shall be construed as not containing that term, and the remainder of this Amendment shall remain in effect.
5. **Signatures.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

CITY OF TRACY (EMPLOYER)

JENNY HARUYAMA (EMPLOYEE)

Robert Rickman, Mayor



Jenny Haruyama

Dated: _____

Dated: 7/10/19

me

Amendment to Employment
Agreement with Jenny Haruyama
Page 2 of 6

ATTEST:

Adrienne Richardson, City Clerk

Dated: _____

APPROVED AS TO FORM:

Leticia Ramirez, Interim City Attorney

Dated: _____

RESOLUTION 2019 - _____

APPROVING AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN
JENNY HARUYAMA AND THE CITY OF TRACY RELATING TO COMPENSATION
AND BENEFITS TO REIMBURSE RELOCATION AND MOVING EXPENSES

WHEREAS, The City approved an Employment Agreement (Agreement) with Jenny Haruyama on March 19, 2019 to hire Jenny Haruyama as its City Manager, and

WHEREAS, The parties agree to amend the Agreement to authorize reimbursement for relocation and moving expenses for an amount not to exceed \$3,500, and

NOW, THEREFORE, BE IT RESOLVED, That City Council of the City of Tracy hereby approves an amendment to the Employment Agreement between Jenny Haruyama and the City of Tracy relating to compensation and benefits.

The foregoing Resolution 2019 - _____ was adopted by the Tracy City Council on the 16th day of July 2019 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

Mayor

ATTEST:

City Clerk

AGENDA ITEM 3.F

REQUEST

RECEIVE UPDATE ON THE MAYOR'S COMMUNITY YOUTH SUPPORT NETWORK (MCYSN) PROGRAM REASSESSMENT AND PROVIDE POLICY DIRECTION ON MCYSN PRIORITIES, A FUTURE PROGRAM SERVICE DELIVERY CONCEPT, AND FY 2019-20 GRANT ALLOCATION PROCESS

EXECUTIVE SUMMARY

Since 2008, the City of Tracy's Mayor's Community Youth Support Network (MCYSN) program, in partnership with local non-profit organizations, has provided funding to support a variety of youth intervention and crisis suppression services. In 2018, the City Council requested that staff revisit the MCYSN program goals and objectives and conduct an assessment of youth programming and service needs.

Staff is requesting that Council receive an update report on the outcomes and findings of the MCYSN reassessment initiative, provide direction on future MCYSN program priorities based on the survey and community outreach data, and feedback gathered from the MCYSN Advisory Team and MCYSN Service providers, and provide direction on a future program service delivery concept.

DISCUSSION

Background on MCYSN

A combination of community stakeholders, City officials and staff partnered to form the Mayor's Community Youth Support Network (MCYSN) as a way to reconnect youth to their families, schools and community and to develop a gang prevention strategy that targeted at-risk youth. The 2007-2009 MCYSN Strategic Plan was later drafted and focused on the four priority areas: 1) assessing current youth service gaps, 2) funding strategies, 3) creating a crisis response protocol and 4) developing a service delivery system.

On February 19, 2008, the City Council approved the 2007-2009 MCYSN Strategic Plan and allocated \$1 million to kick-start the program. The allocation funded personnel to carry out the goals and objectives of the MCYSN program, which included: one Management Analyst in the City Manager's Office to oversee the MCYSN program, one Administrative Assistant, one part-time Recreation Coordinator, six part-time Recreation Leaders, and two sworn School Resource Officers. The funding was also utilized for contracted services via the MCYSN - Reconnecting Our Youth (ROY) Grant Program, recreation programs (after school programs and Rolling Rec Truck), educational workshops, marketing and promotions, and operational supplies.

Following the economic downturn, the City initiated a right sizing effort in 2009, which eliminated several positions and programs under the MCYSN program. The

Management Analyst position remained, but absorbed the duties of the eliminated Public Information Officer position within the City Manager’s Office and the MCYSN Administrative Assistant position. The Management Analyst continued to administer the MCYSN ROY grant program with the help of a .25 FTE (full-time equivalent), but was unable to serve in a youth liaison capacity due to the absorption of the Public Information Officer and Administrative Assistant duties. In 2018, staff began discussions on transitioning the MCYSN program from the City Manager’s Office to the Parks and Recreation Department in order align the program with the appropriate staff.

The MCYSN program has partnered with local non-profits to provide services such as counseling, mentoring, case management, after school tutoring, career preparation, technology training, life skills training, parent workshops, and gang intervention and prevention workshops. The MCYSN program budget is \$200,000, which was approved as part of the FY 2019-20 Operating Budget. Historically, approximately \$25,000 is allocated for .25 FTE to provide administrative support to the program, and the remaining \$175,000 funds various community grants. The Management Analyst’s time was absorbed in the City Manager’s Office budget. Again, the .25 FTE does not allot enough time for a youth liaison.

In FY 2018-19, the following grants were awarded:

Name of Organization	Program/Service	Award Amount
Boys and Girls Club of Tracy	SMART Moves/ SMART Girls Program	\$38,000
Give Every Child a Chance	After school tutoring	\$35,000
Restoration Center	Tutoring, mentoring, youth camps	\$27,000
Tracy Chamber of Commerce	Hire Me First Program (job readiness)	\$40,000
UNeed2, Inc.	Youth computer training	\$35,000
Total Award Amount		\$175,000

Council Request

During the February 6, 2018 regular City Council meeting, the Council directed staff to return with a report to revisit the MCYSN program goals and objectives. On June 5, 2018, the Council directed staff to reevaluate the MCYSN program, and return with a plan to update the MCYSN program structure, goals, and objectives. In addition, the Council authorized staff to proceed with the Fiscal Year 2018-19 ROY Grant program under its existing parameters while the reassessment ran concurrently.

On September 18, 2018, staff returned to the City Council with award recommendations for the MCYSN ROY Grant and recommended that the City Council establish a council ad hoc subcommittee to gather community input on the MCYSN reassessment strategy, goals, and objectives. The City Council appointed Councilmember Vargas and Councilmember Ransom to work with City staff on the reassessment strategy.

Subsequent to this appointment, an MCYSN Advisory Team, comprised of City staff, the MCYSN Council ad hoc subcommittee, and representatives from local school districts, Tracy Police Department, San Joaquin County Probation Department, local non-profits and faith-based organizations and Youth Advisory Commission was formed to garner various perspectives about youth programming and service needs.

MCYSN Program Reassessment Process

On January 14, 2019, staff and the MCYSN Council ad hoc subcommittee met with the City's existing MCYSN Service Providers (local non-profits) to gather feedback on the reassessment action plan, future MCYSN goals and objectives, and current youth service gaps. City staff then held a kick-off meeting of the MCYSN Advisory Team on January 29, 2019 to discuss the purpose of the reassessment and action plan, and to gather preliminary feedback on youth program and service needs in Tracy. The MCYSN Advisory Team then met on March 5, 2019 to review and provide feedback on the MCYSN survey content, and proposed public outreach activities.

Three MCYSN community surveys were developed to capture the perspectives of the following target groups: 1) Youth, 2) Parents/Adults, and 3) Teachers/Administrators. The surveys were made public on April 8, 2019, and links to the surveys were posted on the City website, social media sites, and distributed via press release and email to various community stakeholders and service clubs. Surveys were also printed for those who prefer a hard copy format.

In addition to the surveys, four community outreach meetings were held between the months of April 2019 and May 2019 to gather feedback from the public on youth needs and service gaps. Print and digital ads were published to promote the community outreach meetings and to encourage survey participation. Roughly 40 people attended the outreach meetings in total.

Feedback received during the community outreach meetings expressed the need for the following:

- Mental health services such as counseling, mentoring and conflict resolution.
- Social media education including cyber bullying.
- Affordable after school programs and fun activities for youth.
- Job readiness programs and internship opportunities.
- Vocational and tech training programs.
- Drug and alcohol prevention programs, with a focus on vaping.
- Life skills training (i.e. – communication, budgeting, cooking).
- Promote existing youth programs and services better.
- Special needs programs and classes.
- Increased collaboration amongst non-profits, City of Tracy, and local school districts.

In order to gather a comprehensive understanding of the youth program and service needs in our community, staff also gathered local youth crime statistics from the Tracy Police Department and San Joaquin County Probation Department; 2017 youth needs survey results from the Tracy Unified School District; 2013-2019 MCYSN grant program information; and City recreation program data.

MCYSN Survey Results

The MCYSN surveys closed on May 6, 2019, and a total of 277 responses were received. The City received 163 responses from the youth survey; the majority of respondents identified as teenagers. When asked to select the top three issues facing youth in Tracy, the results were: 1) drug and alcohol abuse, 2) suicide and mental health, 3) bullying and school violence. However, 80% of respondents stated they do not use drugs, 70% stated they do not consume alcohol, and 85% stated they do not vape. When asked "If you could change one thing for the betterment of youth in Tracy," the top three themes gathered were: 1) more recreation programs and facilities, 2) mental health and counseling programs, 3) better entertainment options.

Eighty-two participants completed the parent/adult survey. Of those 82 participants, 88% stated they have children. When asked to select the top three issues facing youth in Tracy, the results were: 1) not enough after school programs, 2) bullying/ school violence, and 3) other. Within the "Other" category, some respondents stated there are not enough activities for teens in Tracy, there's a lack of parent involvement, and a need for job readiness programs. When asked "If you could change one thing for the betterment of youth in Tracy," the top themes gathered from the responses were: 1) more recreation programs and facilities, 2) better entertainment options, 3) mental health and counseling programs, and 4) job readiness programs.

Thirty-two participants completed the teacher/administrator survey, of which 59% identified as teachers. When asked "What resources should be in place to help students?" the top three themes gathered from the responses were: 1) youth programs and facilities, 2) mental health and counseling, and 3) tutoring. Seventy-four percent of the respondents stated there are not enough programs in Tracy to keep kids engaged in positive activities after school. Fifty-nine percent also stated that the school programs to curb bullying, gang activity, and substance abuse are not adequate.

The full MCYSN survey results are included in Attachment "A" of the staff report.

MCYSN Priorities

Staff held a meeting with the MCYSN Advisory Team on June 17, 2019 to present the survey results, and discuss future priorities of the MCYSN program. Based on the data, the advisory team came to a consensus regarding the following top five priorities, in no particular order:

- Job readiness.
- Drug and alcohol prevention.
- Mental health and counseling.
- Parental involvement via parks & recreation and family activities.
- Better entertainment opportunities.

Future MCYSN Program Service Delivery Concepts

In an effort to stimulate discussion, staff presented three program concepts to the Advisory Team to address these priorities. All models assume the use of existing MCYSN program funding in the amount of \$200,000. These concepts were created as a result of the survey results and feedback from service providers. The Advisory Team provided feedback on each concept but understood that a final delivery concept will require Council approval.

1. Request for Proposal (RFP) Concept

This concept proposes to continue the existing process to award funding to local non-profits that can address the identified priorities through an RFP and contract process. In this concept, City staff support and administration will transition from the City Manager's Office to one of the existing Management Analyst positions in the Parks and Recreation Department. In addition, the Parks and Recreation Department is proposing to fund a part-time (0.50 FTE) Project Specialist position using the existing budget. The amount available for the RFP will be \$150,000 and \$50,000 will go towards funding City staff. This essentially keeps the existing City staff resources in place and does not provide capacity for a "boots on the ground" approach by City staff.

2. Youth/Teen Liaison + City Recreation Programming Concept

This concept proposes to requisition the entire \$200,000 budget to the City's Parks and Recreation Department. Funding would be used to provide one FTE (Full Time Equivalent) City employee, namely a Teen Liaison as a "boots on the ground" coordinator who would provide both recreation programs and community resource information to teens and their families. The position can partner with local non-profits, San Joaquin County and the school districts to coordinate services and programs. This concept is similar to our successful approach towards our senior community.

3. Hybrid Funding Concept (Youth/Teen Liaison and RFP)

This concept proposes to allocate \$100,000 to fund one full-time Recreation Coordinator I position in the Parks and Recreation Department to serve as the "boots on the ground" representative and provider of youth/teen recreation programming and administer contracts that result from the RFP. Council can opt to designate any portion of the remaining \$100,000 programming budget to fund a combination of City recreation programs and/or service contracts to provide programming to meet the identified priorities.

Council Direction

Staff is requesting that the City Council discuss and provide direction on future MCYSN program priorities based on the survey and community outreach data, and feedback gathered from the MCYSN Advisory Team and MCYSN Service Providers.

Council may wish to consider the following questions when providing direction to staff:

1. Based on the data provided and result of the survey/outreach results, what are Council's top MCYSN program priorities?
 - Job readiness.
 - Drug and alcohol prevention.
 - Mental health and counseling.
 - Parental involvement via parks & recreation and family activities.
 - Better entertainment opportunities.

2. Does the current MCYSN program model effectively meet the desired community objectives?
 - Council could decide to make minor modifications to the existing MCYSN ROY grant (\$200,000), increasing staff oversight from .25 FTE to .5 FTE. This would enable staff to better monitor grant performance. The maximum individual grant award will remain at \$50,000, and the total grant funding available will be \$150,000. Staff can use the services of our state lobbyist to help explore and apply for other grant funding opportunities to enhance the program.
 - Council could also consider converting the grant to the RFP concept (noted in concept #1 under Future MCYSN Program Service Delivery Concepts). Staff is recommending that the Council increase the maximum contract award from \$50,000 to \$75,000 to maximize the impact and reach of awarded programs to local youth. The existing total grant amount of \$200,000 would remain the same. Funding recommendations for the MCYSN RFP will be made by an external review committee and presented to the City Council for final approval.
 - Staff requests that Council direct staff to pursue one of the aforementioned options for FY 2019-20 in order to limit the interruption of existing youth services offered through the MCYSN program.
 - If the Council does not pursue any of the proposed service delivery concepts for future MCYSN programming, staff can explore alternative options and present them to Council at a later time.

STRATEGIC PRIORITY

This agenda item supports the City's Quality of Life Strategic Plan and specifically implements the following goal:

Goal 2: Promote public health, safety and community welfare throughout the community.

FISCAL IMPACT

The MCYSN program budget has been allocated and approved as part of the Fiscal Year 2019-20 budget. The City Council has approved a budget of \$200,000.

RECOMMENDATION

That the City Council receive an update on the MCYSN program reassessment, and provide policy direction on MCYSN priorities, a future program service delivery concept, and the FY 2019-20 grant allocation process.

Prepared by: Vanessa Carrera, Economic Development Analyst
Christine Mabry, Management Analyst I

Reviewed by: Jolene Jauregui – Correll, Recreation Services Supervisor
Brian MacDonald, Parks and Recreation Director
Midori Lichtwardt, Assistant City Manager

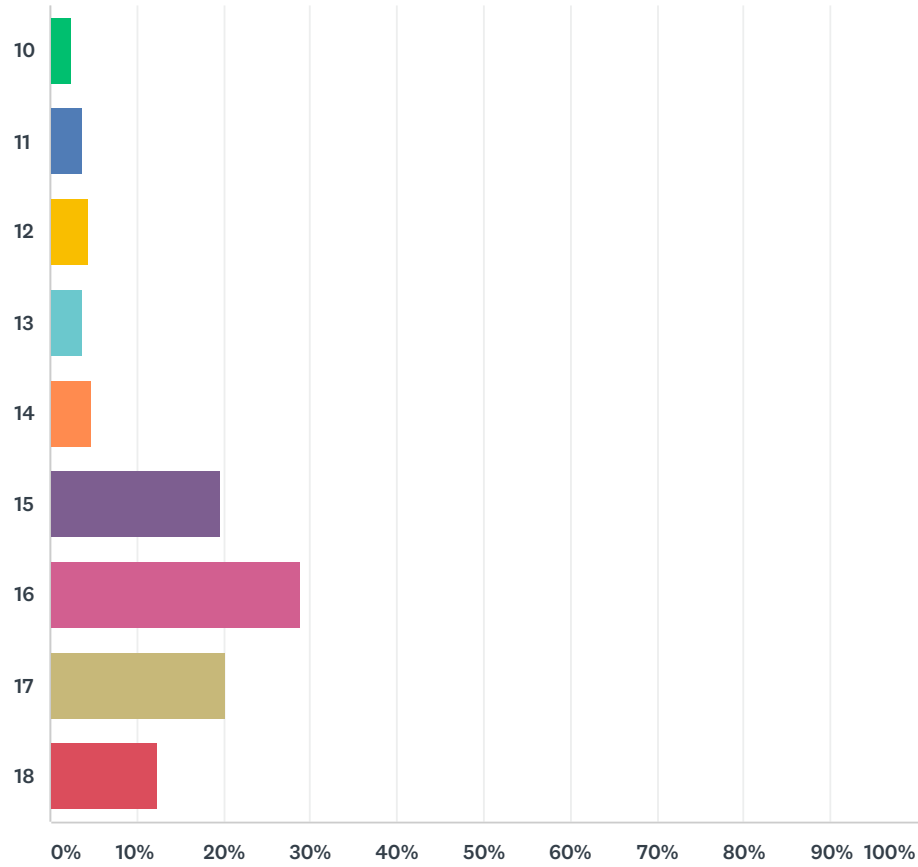
Approved by: Jenny Haruyama, City Manager

ATTACHMENT

Attachment "A" – MCYSN Survey Results

Q1 How old are you?

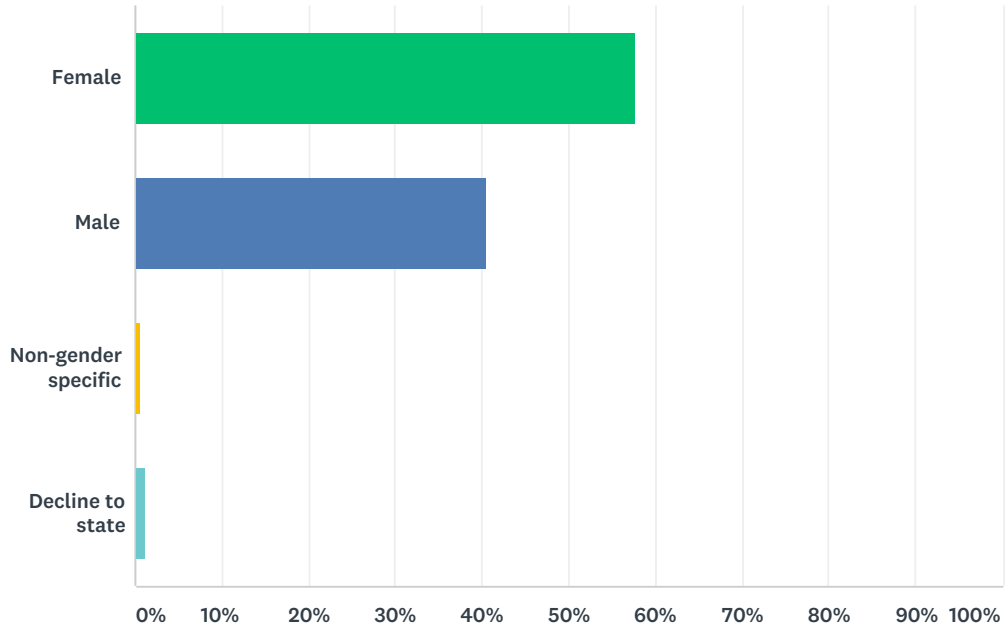
Answered: 163 Skipped: 0



ANSWER CHOICES	RESPONSES	
10	2.45%	4
11	3.68%	6
12	4.29%	7
13	3.68%	6
14	4.91%	8
15	19.63%	32
16	28.83%	47
17	20.25%	33
18	12.27%	20
TOTAL		163

Q2 Are you:

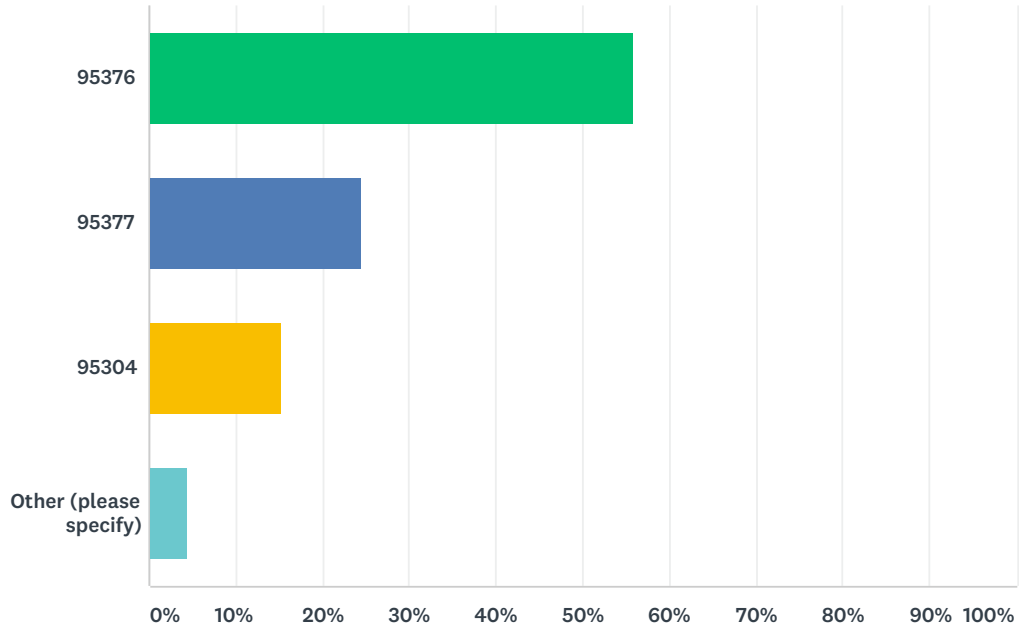
Answered: 163 Skipped: 0



ANSWER CHOICES	RESPONSES
Female	57.67% 94
Male	40.49% 66
Non-gender specific	0.61% 1
Decline to state	1.23% 2
TOTAL	163

Q3 What is your zip code?

Answered: 163 Skipped: 0

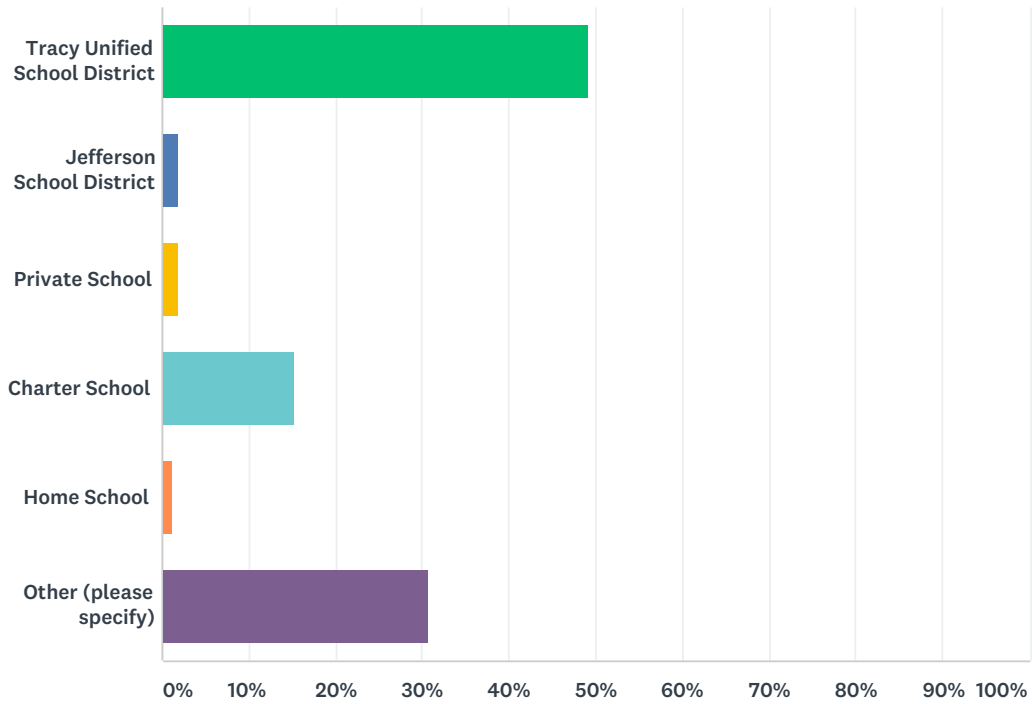


ANSWER CHOICES	RESPONSES
95376	55.83% 91
95377	24.54% 40
95304	15.34% 25
Other (please specify)	4.29% 7
TOTAL	163

#	OTHER (PLEASE SPECIFY)	DATE
1	n/a	5/14/2019 4:29 PM
2	N/A	5/14/2019 3:08 PM
3	i dont know	5/6/2019 11:25 AM
4	one program	4/11/2019 10:31 AM
5	95206	4/11/2019 10:20 AM
6	95391	4/11/2019 9:56 AM
7	95391	4/11/2019 9:55 AM

Q4 Where do you attend school?

Answered: 163 Skipped: 0



ANSWER CHOICES	RESPONSES	
Tracy Unified School District	49.08%	80
Jefferson School District	1.84%	3
Private School	1.84%	3
Charter School	15.34%	25
Home School	1.23%	2
Other (please specify)	30.67%	50
TOTAL		163

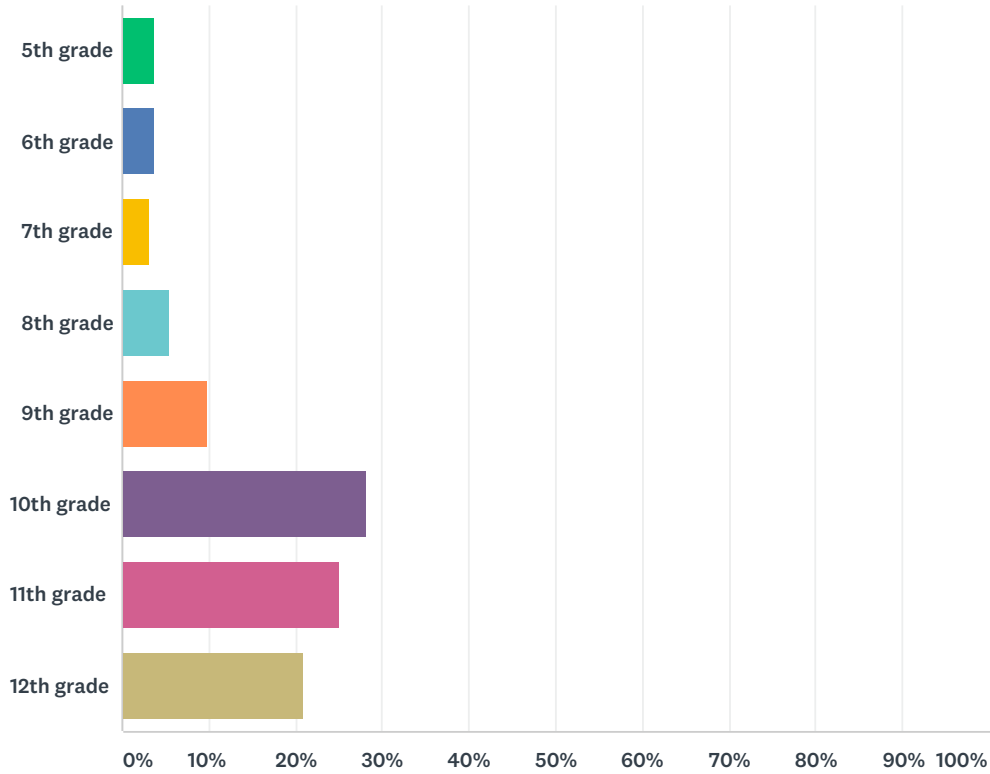
#	OTHER (PLEASE SPECIFY)	DATE
1	N/A	5/14/2019 3:08 PM
2	North	4/30/2019 5:36 AM
3	one harmony	4/11/2019 10:40 AM
4	one harmony	4/11/2019 10:35 AM
5	community one	4/11/2019 10:34 AM
6	one	4/11/2019 10:31 AM
7	one hamony	4/11/2019 10:31 AM
8	one harmony	4/11/2019 10:30 AM
9	community one	4/11/2019 10:30 AM

Mayor's Community Youth Support Network (MCYSN) - Youth Survey

10	one	4/11/2019 10:30 AM
11	One harmony	4/11/2019 10:29 AM
12	Community (One)	4/11/2019 10:29 AM
13	community one	4/11/2019 10:29 AM
14	one	4/11/2019 10:28 AM
15	community one	4/11/2019 10:28 AM
16	one	4/11/2019 10:22 AM
17	community one	4/11/2019 10:22 AM
18	community one	4/11/2019 10:22 AM
19	one.harmony	4/11/2019 10:21 AM
20	community one	4/11/2019 10:21 AM
21	community one	4/11/2019 10:20 AM
22	community one	4/11/2019 10:20 AM
23	community one	4/11/2019 10:20 AM
24	one harmony	4/11/2019 10:19 AM
25	one harmony	4/11/2019 10:19 AM
26	community one	4/11/2019 10:19 AM
27	Community One	4/11/2019 10:19 AM
28	community one	4/11/2019 10:19 AM
29	community one	4/11/2019 10:18 AM
30	communtly One	4/11/2019 10:18 AM
31	community one	4/11/2019 10:18 AM
32	community one	4/11/2019 9:57 AM
33	community one	4/11/2019 9:57 AM
34	Community One	4/11/2019 9:56 AM
35	commuinty one	4/11/2019 9:56 AM
36	community one	4/11/2019 9:55 AM
37	One Harmony	4/11/2019 9:55 AM
38	community one	4/11/2019 9:55 AM
39	Community One	4/11/2019 9:55 AM
40	community one	4/11/2019 9:55 AM
41	one.Harmony	4/11/2019 9:55 AM
42	community one.	4/11/2019 9:55 AM
43	community one	4/11/2019 9:54 AM
44	one harmony	4/11/2019 9:54 AM
45	one	4/11/2019 9:54 AM
46	One Harmony	4/11/2019 9:54 AM
47	One Harmony	4/11/2019 9:53 AM
48	one harmony	4/11/2019 9:53 AM
49	Community one	4/11/2019 9:48 AM
50	Livermore Unified School District	4/8/2019 6:28 PM

Q5 What grade are you in?

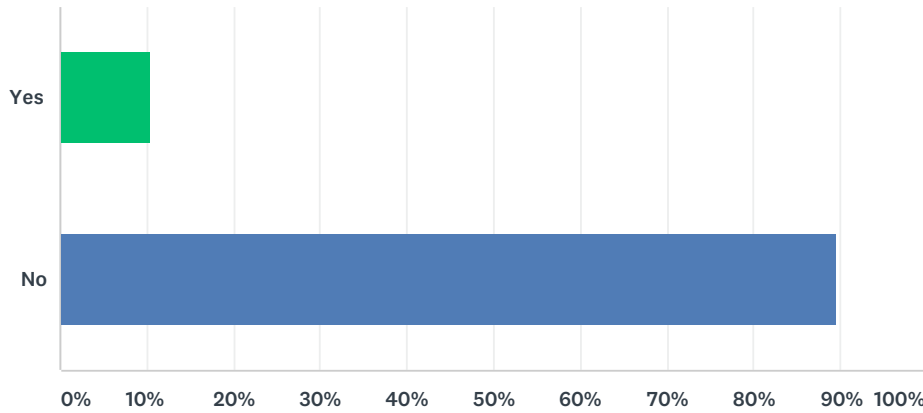
Answered: 163 Skipped: 0



ANSWER CHOICES	RESPONSES	
5th grade	3.68%	6
6th grade	3.68%	6
7th grade	3.07%	5
8th grade	5.52%	9
9th grade	9.82%	16
10th grade	28.22%	46
11th grade	25.15%	41
12th grade	20.86%	34
TOTAL		163

Q6 Are you familiar with the City of Tracy's Mayor's Community Youth Support Network (MCYSN)?

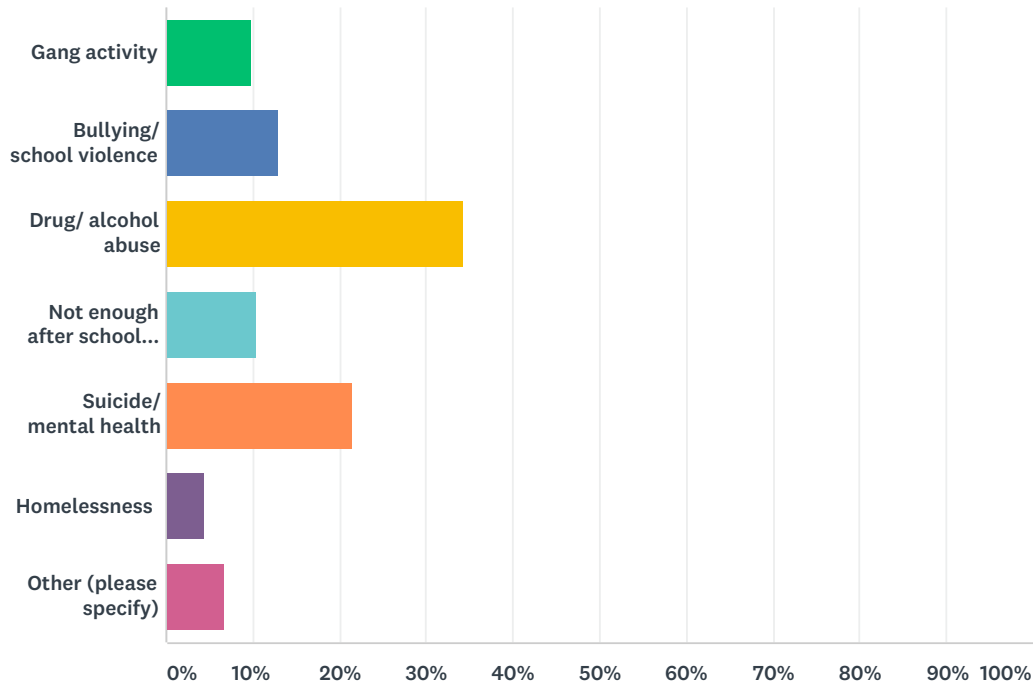
Answered: 163 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	10.43%	17
No	89.57%	146
TOTAL		163

Q7 What do you believe is the top issue facing youth in our community?

Answered: 163 Skipped: 0



ANSWER CHOICES	RESPONSES	
Gang activity	9.82%	16
Bullying/ school violence	12.88%	21
Drug/ alcohol abuse	34.36%	56
Not enough after school programs	10.43%	17
Suicide/ mental health	21.47%	35
Homelessness	4.29%	7
Other (please specify)	6.75%	11
TOTAL		163

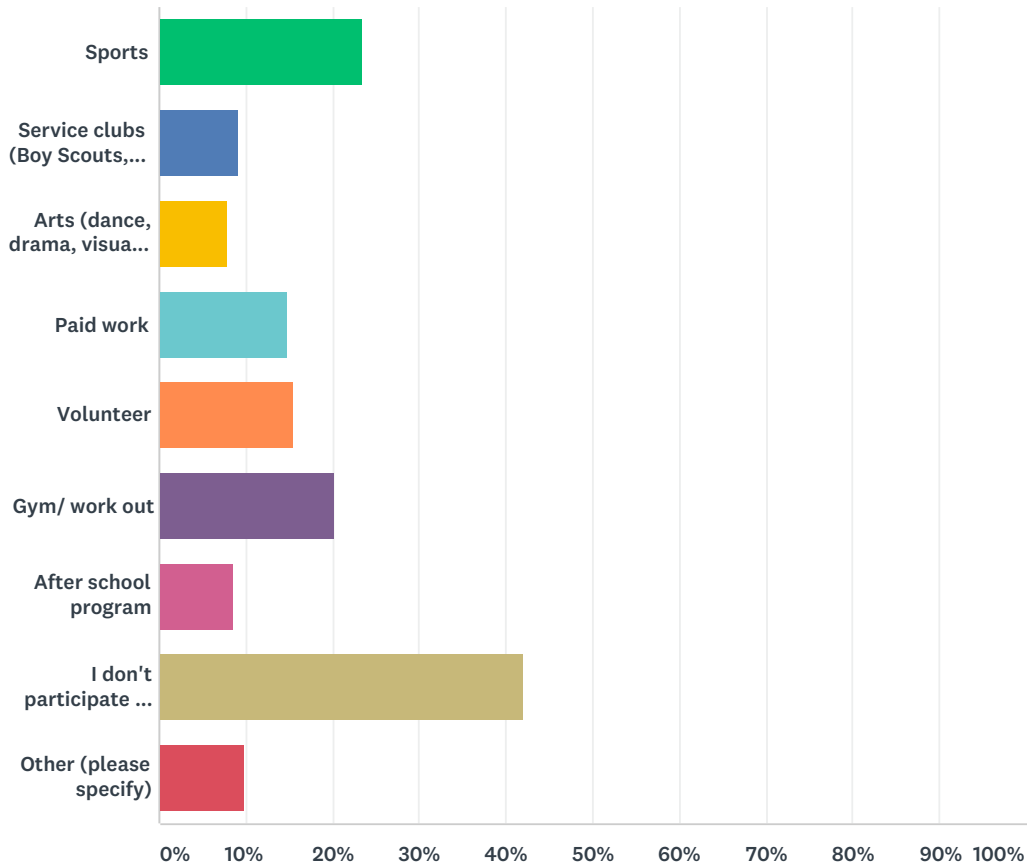
#	OTHER (PLEASE SPECIFY)	DATE
1	n/a	5/15/2019 2:54 PM
2	drugs, alcohol, mental health	5/14/2019 4:33 PM
3	all	5/14/2019 4:31 PM
4	gangs, drugs, alcohol, bullying	5/14/2019 4:28 PM
5	gangs, alcohol, drugs, suicide, mental health	5/14/2019 4:23 PM
6	drugs, alcohol, homelessness	5/14/2019 4:03 PM
7	bullying, drugs, alcohol, suicide, mental health	5/14/2019 3:28 PM
8	All	5/14/2019 3:24 PM
9	Nothing to do.	4/11/2019 9:55 AM

Mayor's Community Youth Support Network (MCYSN) - Youth Survey

10	all	4/11/2019 9:55 AM
11	all	4/11/2019 9:55 AM

Q8 Which activities do you participate in after school (you may select more than one response):

Answered: 162 Skipped: 1



ANSWER CHOICES	RESPONSES	
Sports	23.46%	38
Service clubs (Boy Scouts, Girl Scouts, 4-H, etc.)	9.26%	15
Arts (dance, drama, visual arts, music)	8.02%	13
Paid work	14.81%	24
Volunteer	15.43%	25
Gym/ work out	20.37%	33
After school program	8.64%	14
I don't participate in after school activities	41.98%	68
Other (please specify)	9.88%	16
Total Respondents: 162		

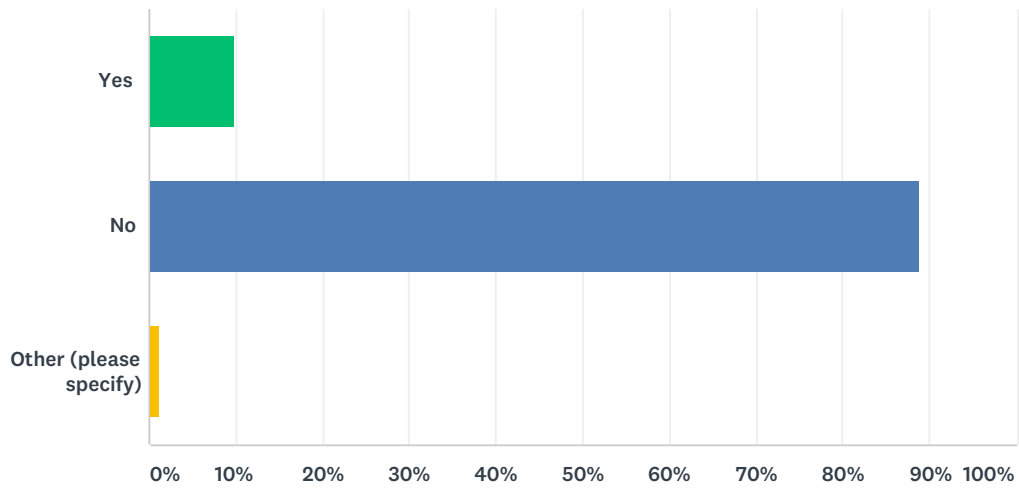
#	OTHER (PLEASE SPECIFY)	DATE
1	jazz band	5/14/2019 4:31 PM

Mayor's Community Youth Support Network (MCYSN) - Youth Survey

2	none	5/14/2019 4:29 PM
3	n/a	5/14/2019 4:28 PM
4	band	5/14/2019 4:26 PM
5	n/a	5/14/2019 4:24 PM
6	CHP explorer	5/14/2019 4:13 PM
7	FFA	5/14/2019 4:06 PM
8	church ministry	5/14/2019 3:15 PM
9	church	5/14/2019 3:12 PM
10	Drugs	5/6/2019 12:06 PM
11	Competitive cheer	5/6/2019 10:38 AM
12	School clubs	5/6/2019 10:37 AM
13	Technology	4/29/2019 1:37 PM
14	i go wit my frends	4/11/2019 10:35 AM
15	work	4/11/2019 10:18 AM
16	Volunteer with organization outside Tracy	4/10/2019 6:05 AM

Q9 Do you participate in any recreation programs that the City of Tracy offers?

Answered: 163 Skipped: 0

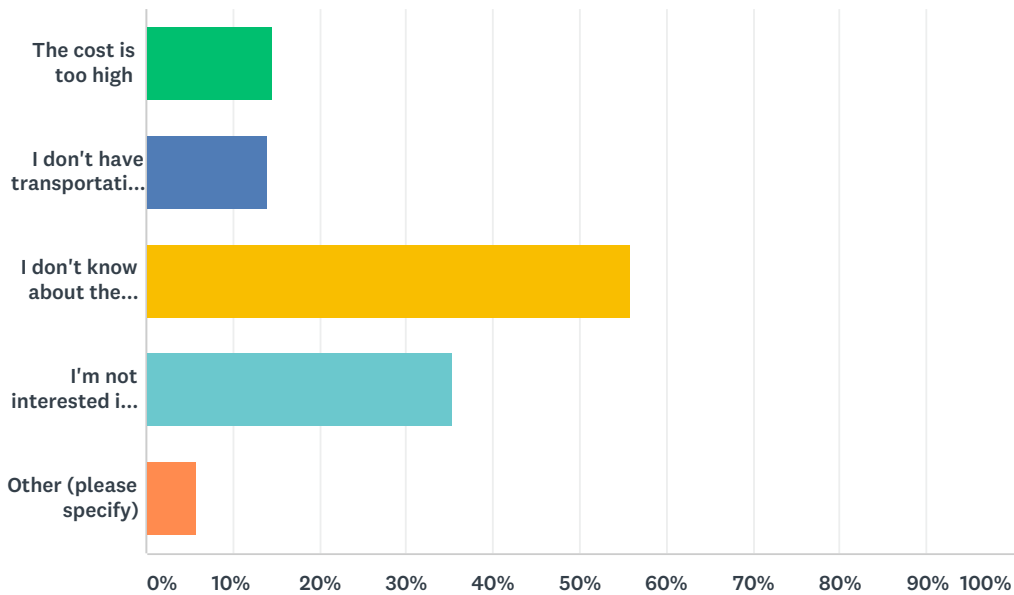


ANSWER CHOICES	RESPONSES
Yes	9.82% 16
No	88.96% 145
Other (please specify)	1.23% 2
TOTAL	163

#	OTHER (PLEASE SPECIFY)	DATE
1	sometimes	5/14/2019 4:29 PM
2	Youth Advisory Commission	5/1/2019 2:11 PM

Q10 If you do not participate in any recreation programs that the City of Tracy offers, please select why (you may select more than 1 answer):

Answered: 156 Skipped: 7

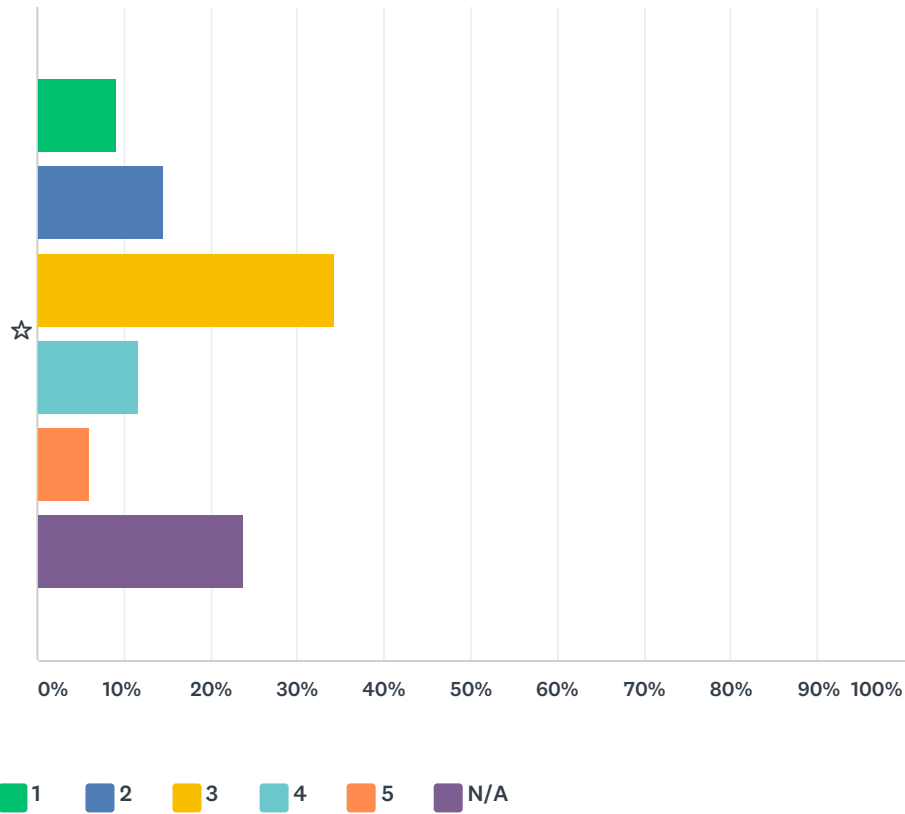


ANSWER CHOICES	RESPONSES	
The cost is too high	14.74%	23
I don't have transportation to the program sites	14.10%	22
I don't know about the programs offered	55.77%	87
I'm not interested in the programs offered	35.26%	55
Other (please specify)	5.77%	9
Total Respondents: 156		

#	OTHER (PLEASE SPECIFY)	DATE
1	n/a	5/15/2019 2:53 PM
2	n/a	5/14/2019 4:13 PM
3	N/A	5/14/2019 4:06 PM
4	N/A	5/14/2019 3:28 PM
5	my leg is broken	5/6/2019 11:25 AM
6	I used to, recently stopped	5/6/2019 11:23 AM
7	theyre all boring	4/11/2019 9:55 AM
8	I just moved to Tracy and am looking for other activities.	4/10/2019 6:05 AM
9	Participate in activities	4/9/2019 8:54 AM

Q11 Please rate how well you believe the City of Tracy provides youth/teen programs:

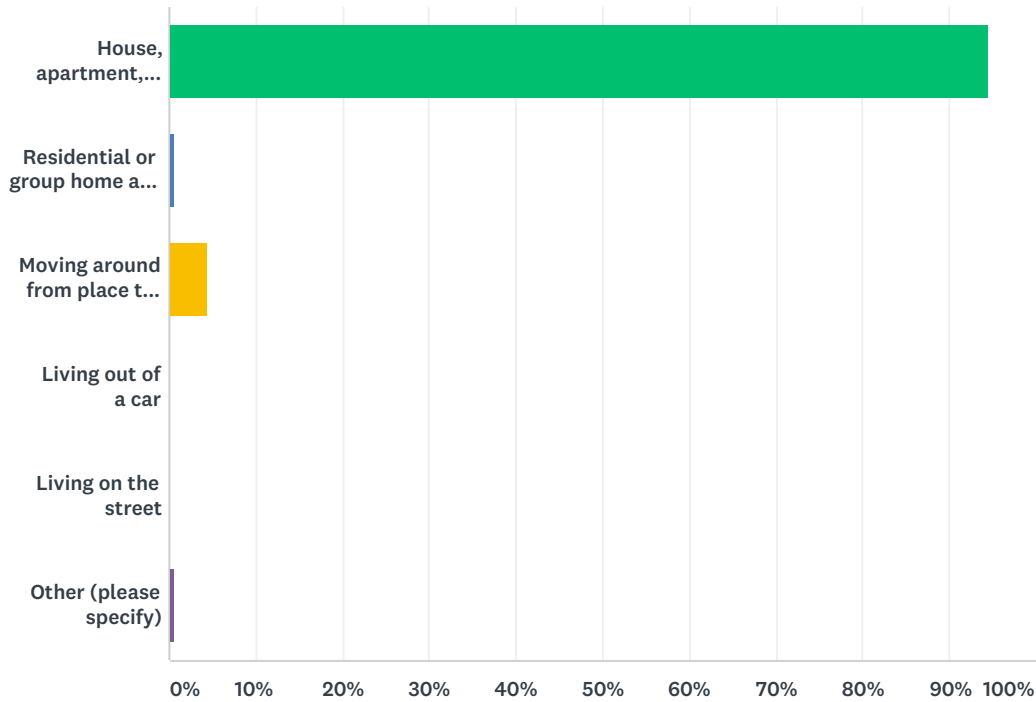
Answered: 163 Skipped: 0



	1	2	3	4	5	N/A	TOTAL	WEIGHTED AVERAGE
☆	9.20% 15	14.72% 24	34.36% 56	11.66% 19	6.13% 10	23.93% 39	163	2.88

Q12 Think of where you live most of the time. Which best describes your living situation?

Answered: 163 Skipped: 0

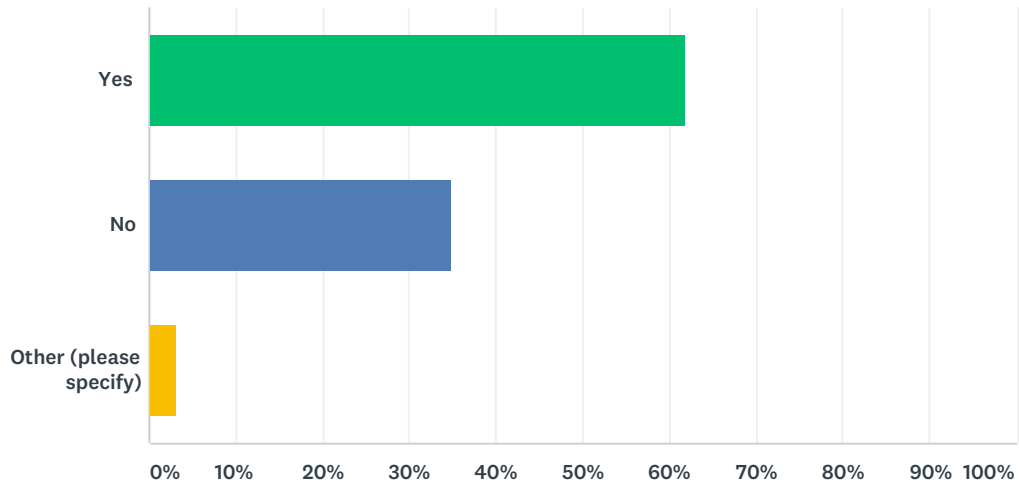


ANSWER CHOICES	RESPONSES	
House, apartment, condo	94.48%	154
Residential or group home away from parents or family	0.61%	1
Moving around from place to place	4.29%	7
Living out of a car	0.00%	0
Living on the street	0.00%	0
Other (please specify)	0.61%	1
TOTAL		163

#	OTHER (PLEASE SPECIFY)	DATE
1	Trailer	5/6/2019 10:42 AM

Q13 Are you satisfied with your grades at school?

Answered: 163 Skipped: 0

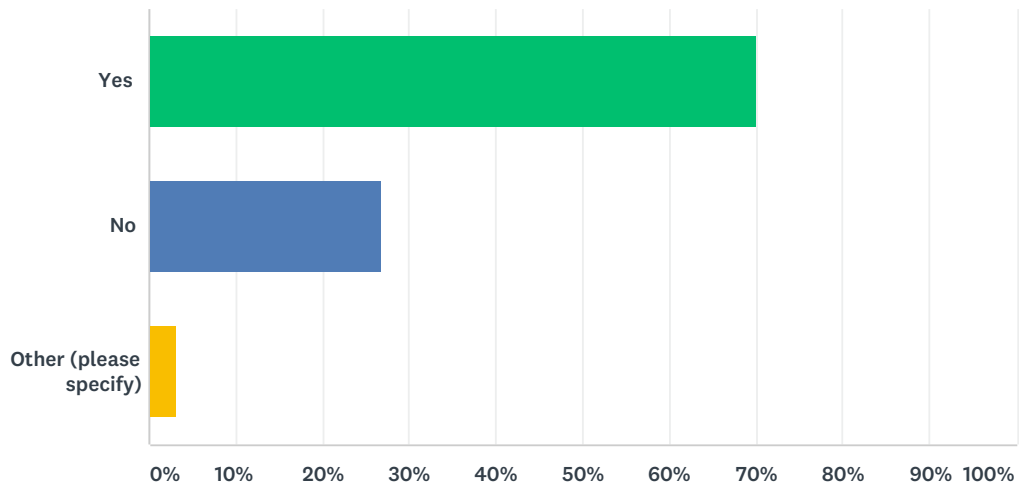


ANSWER CHOICES	RESPONSES
Yes	61.96% 101
No	34.97% 57
Other (please specify)	3.07% 5
TOTAL	163

#	OTHER (PLEASE SPECIFY)	DATE
1	need my teachers to help and support me.	5/14/2019 3:15 PM
2	sometimes	5/14/2019 3:12 PM
3	Yes and no	5/6/2019 12:03 PM
4	some are okay need improvement	4/11/2019 9:55 AM
5	i guess but not really	4/11/2019 9:55 AM

Q14 Do you believe having after school tutoring or assistance will help improve your grades?

Answered: 160 Skipped: 3

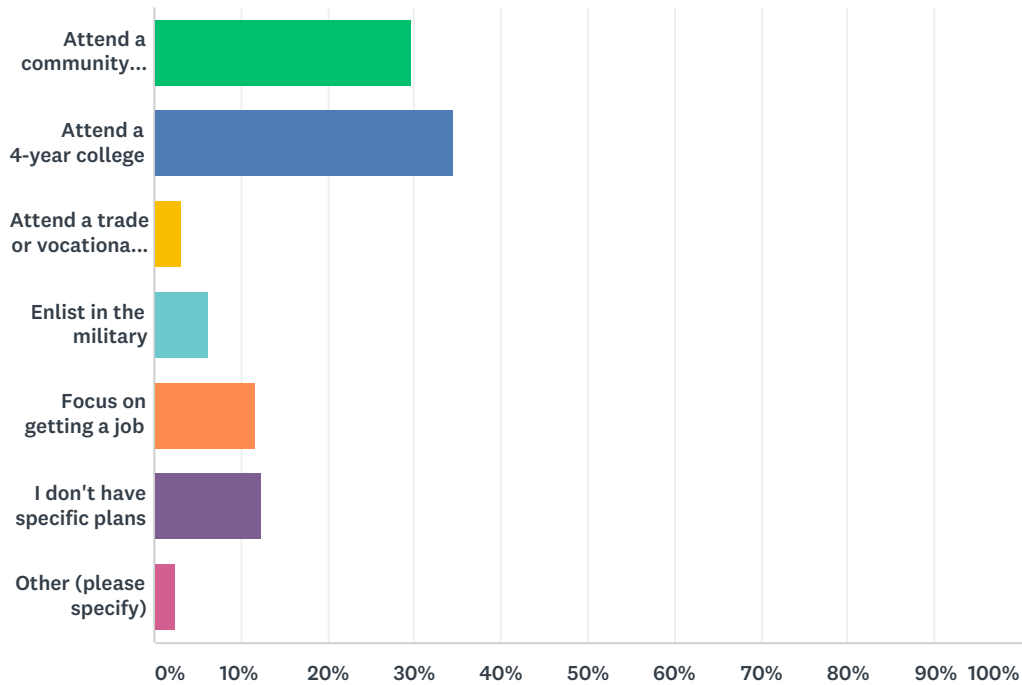


ANSWER CHOICES	RESPONSES	
Yes	70.00%	112
No	26.88%	43
Other (please specify)	3.13%	5
TOTAL		160

#	OTHER (PLEASE SPECIFY)	DATE
1	don't care	5/14/2019 4:06 PM
2	Maybe	5/14/2019 3:12 PM
3	I believe they can help, but most students feel uncomfortable or do not have time due to situations at home.	5/14/2019 3:06 PM
4	Maybe	5/6/2019 12:03 PM
5	Maybe?	4/20/2019 9:12 AM

Q15 What do you hope to do after you finish high school?

Answered: 162 Skipped: 1

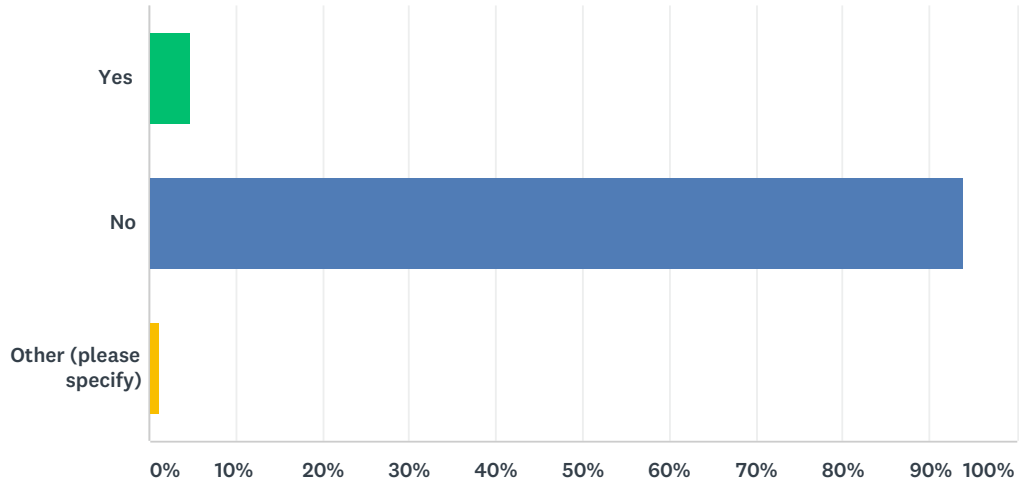


ANSWER CHOICES	RESPONSES	
Attend a community college	29.63%	48
Attend a 4-year college	34.57%	56
Attend a trade or vocational school	3.09%	5
Enlist in the military	6.17%	10
Focus on getting a job	11.73%	19
I don't have specific plans	12.35%	20
Other (please specify)	2.47%	4
TOTAL		162

#	OTHER (PLEASE SPECIFY)	DATE
1	not old enough.	5/14/2019 4:28 PM
2	4 year college then law school.	5/14/2019 3:34 PM
3	Community college then a 4 year	5/6/2019 11:24 AM
4	attend hair school	4/11/2019 10:22 AM

Q16 Have you ever belonged to a gang?

Answered: 163 Skipped: 0

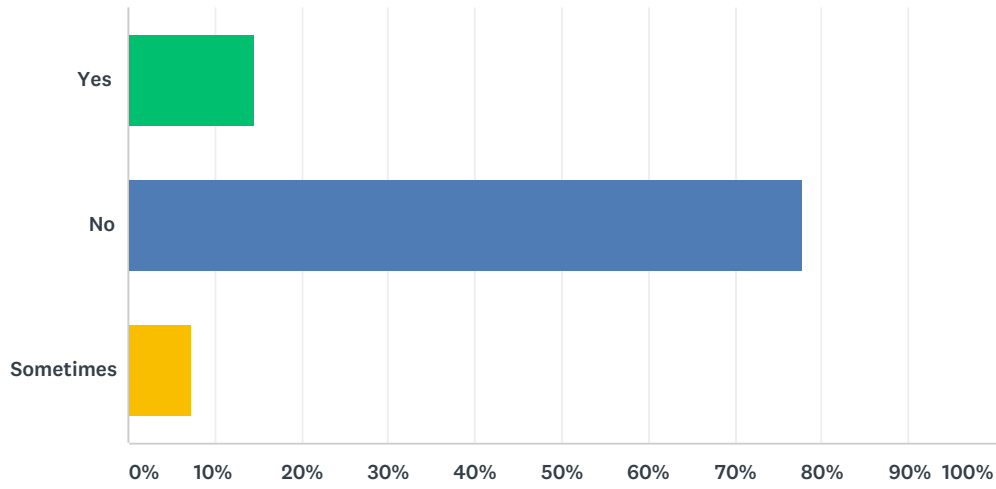


ANSWER CHOICES	RESPONSES
Yes	4.91% 8
No	93.87% 153
Other (please specify)	1.23% 2
TOTAL	163

#	OTHER (PLEASE SPECIFY)	DATE
1	n/a	5/14/2019 4:09 PM
2	N/a	5/6/2019 12:08 PM

Q17 Do you use drugs?

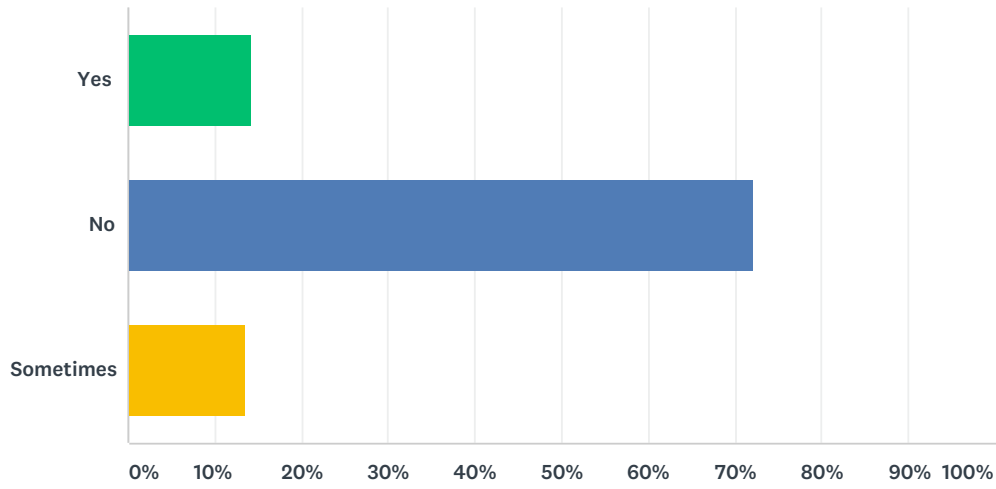
Answered: 163 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	14.72%	24
No	77.91%	127
Sometimes	7.36%	12
TOTAL		163

Q18 Do you drink alcohol?

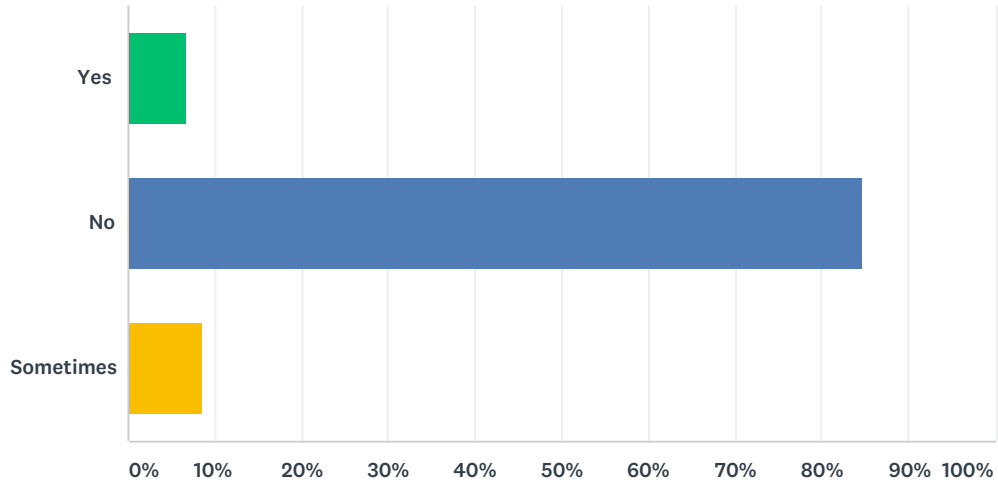
Answered: 162 Skipped: 1



ANSWER CHOICES	RESPONSES	
Yes	14.20%	23
No	72.22%	117
Sometimes	13.58%	22
TOTAL		162

Q19 Do you vape?

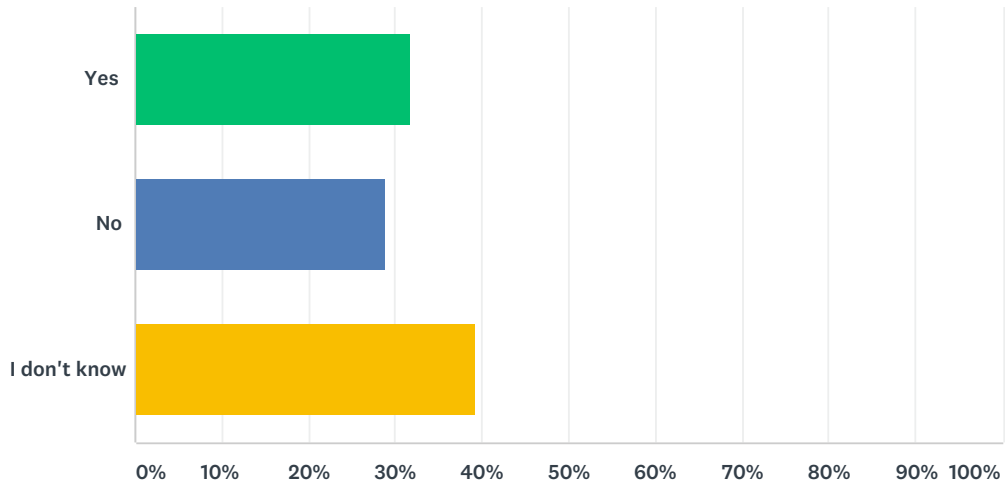
Answered: 163 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	6.75%	11
No	84.66%	138
Sometimes	8.59%	14
TOTAL		163

Q20 Do you believe there are programs and services that help troubled youth in our community?

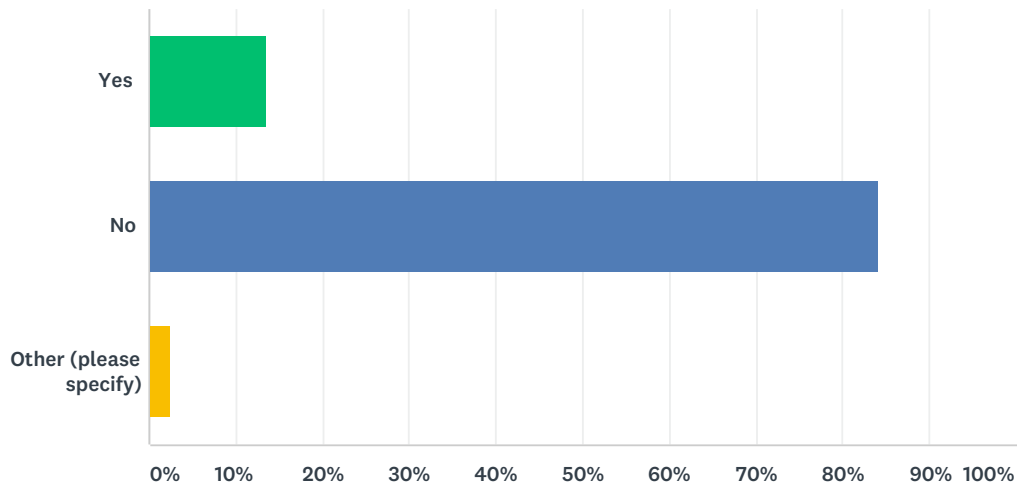
Answered: 163 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	31.90%	52
No	28.83%	47
I don't know	39.26%	64
TOTAL		163

Q21 Do you participate in any counseling, mentoring, or mental health programs offered during or after school?

Answered: 163 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	13.50%	22
No	84.05%	137
Other (please specify)	2.45%	4
TOTAL		163

#	OTHER (PLEASE SPECIFY)	DATE
1	I am home schooled and I see a therapist.	5/15/2019 2:54 PM
2	I talk to church mentor.	5/14/2019 3:15 PM
3	sometimes	5/14/2019 3:12 PM
4	Not associated with my school, but outside of school i attend therapy.	4/11/2019 9:55 AM

Q22 If you could change one thing in Tracy for the betterment of our youth, what would it be?

Answered: 146 Skipped: 17

#	RESPONSES	DATE
1	I would help save up money for homeless people to provide food and shelter. It would help improve the kids on the street.	5/15/2019 2:53 PM
2	don't know.	5/14/2019 4:33 PM
3	to help the homeless more.	5/14/2019 4:31 PM
4	more encouragement to not do drugs.	5/14/2019 4:29 PM
5	more encouragement not to do bad things.	5/14/2019 4:28 PM
6	another skate park.	5/14/2019 4:26 PM
7	better skate park.	5/14/2019 4:24 PM
8	drugs	5/14/2019 4:23 PM
9	Give all the homeless a home.	5/14/2019 4:21 PM
10	To have a youth group for Christian youth.	5/14/2019 4:19 PM
11	They should put a boomers in Tracy.	5/14/2019 4:18 PM
12	better mall.	5/14/2019 4:16 PM
13	Better mall, more stores, pools, go cart places, jumping places, places that don't cost money or are cheap.	5/14/2019 4:15 PM
14	Make Tracy funner.	5/14/2019 4:13 PM
15	more mental health programs and services.	5/14/2019 4:11 PM
16	Skate park.	5/14/2019 4:09 PM
17	That there is a boomers.	5/14/2019 4:08 PM
18	Pulga	5/14/2019 4:06 PM
19	Have more places to shop for teens.	5/14/2019 4:03 PM
20	I would like more skate parks.	5/14/2019 3:37 PM
21	Improve our wack mall.	5/14/2019 3:36 PM
22	Less school projects and homework.	5/14/2019 3:34 PM
23	that kids wouldn't drink or do drugs at a young age.	5/14/2019 3:28 PM
24	Less homeless people.	5/14/2019 3:24 PM
25	More mentoring in the areas of: building a business, photography, life skills, how to build credit, how to become more independent.	5/14/2019 3:15 PM
26	Accessibility to safe and encouraging programs that do not influence my political opinions. Life skills and how to be an adult. Free programs for broke people like me. Faith-based counseling - no prescriptions. Service activities.	5/14/2019 3:12 PM
27	more affordable youth programs, free rides for students if they participate in programs.	5/14/2019 3:08 PM
28	Bigger better mall with more variety, more places for youth to hang out, modernize buildings, festivals for older youth, Chick-fil-A, paved roads, youth programs for alcohol/drugs/mental illness, landscaping, charity events, more supervising teachers in classrooms.	5/14/2019 3:06 PM
29	Bigger mall with more variety, more restaurants, modernize buildings, pave roads.	5/14/2019 2:58 PM

Mayor's Community Youth Support Network (MCYSN) - Youth Survey

30	Program to help people that are in need of help	5/6/2019 12:17 PM
31	Pregnancy	5/6/2019 12:11 PM
32	prevent them from getting into gangs and doing drugs	5/6/2019 12:10 PM
33	No more dick cops !!	5/6/2019 12:08 PM
34	Ion know nigga	5/6/2019 12:06 PM
35	somehow put less stress on them	5/6/2019 12:06 PM
36	Stop teen suicide	5/6/2019 12:06 PM
37	I don't know	5/6/2019 12:06 PM
38	To actually pay attention to what is happening to students	5/6/2019 12:05 PM
39	advertise the youth groups a little more because half the groups i was asked about i have never heard of	5/6/2019 12:05 PM
40	Announce or make more publicity of the programs that we have	5/6/2019 12:04 PM
41	Have like dances like they used to at the city hall to make us have fun instead of doing dumb things	5/6/2019 12:04 PM
42	Racism	5/6/2019 12:03 PM
43	more clean and more safe town	5/6/2019 12:02 PM
44	understanding and helping with mental health	5/6/2019 12:02 PM
45	STop gmdrugs	5/6/2019 11:26 AM
46	encourage after school stuff	5/6/2019 11:25 AM
47	Better staff at schools because it's obvious they don't care about the students as much as they should	5/6/2019 11:25 AM
48	More	5/6/2019 11:24 AM
49	The drug abuse	5/6/2019 11:24 AM
50	Make the city programs more broadcasted since they don't seem to be well known or heard of.	5/6/2019 11:24 AM
51	More options to talk to	5/6/2019 11:24 AM
52	I cant think of anything of the top of my mind	5/6/2019 11:24 AM
53	I don't know	5/6/2019 11:23 AM
54	To do a drug test on every kid and find out why they are using drugs	5/6/2019 11:23 AM
55	N/a	5/6/2019 11:23 AM
56	adults should be Loren open and helpful and not mean to the youth	5/6/2019 11:23 AM
57	More	5/6/2019 11:23 AM
58	Find other things to do to avoid illegal activity. As well as avoid teen preganancy	5/6/2019 11:23 AM
59	More basketball related things	5/6/2019 11:23 AM
60	Have more resources (free) for kids who need extra help to talk to people	5/6/2019 11:23 AM
61	Make programs more widely known	5/6/2019 11:22 AM
62	idk	5/6/2019 11:22 AM
63	less pressure on students to do more than we can handle	5/6/2019 10:53 AM
64	More diversity in schooling circumstances	5/6/2019 10:47 AM
65	Make things cool for the youth like add some Spider-Man web shooters and Incredible Hulk walkie talkies and a bunch of hot wheels and maybe some ps4s and Xbox ones also just stop being boring on god and everything will be ok and like stop being so sensitive	5/6/2019 10:40 AM
66	I would change how much the houses are costing because some people are trying to buy a house but they just cost too much and some houses have like 2 bedrooms and it just cost too much.!	5/6/2019 10:40 AM

Mayor's Community Youth Support Network (MCYSN) - Youth Survey

67	More teen activities	5/6/2019 10:40 AM
68	I don't know what programs the city offers so I don't know what needs help or change. If you do start to tell us about the programs. I suggest you mention them or put posters, don't shove them down our throats.	5/6/2019 10:40 AM
69	ion know	5/6/2019 10:39 AM
70	more informed community members	5/6/2019 10:39 AM
71	More teen programs	5/6/2019 10:38 AM
72	to help stop drug n vape use	5/6/2019 10:38 AM
73	idk	5/6/2019 10:38 AM
74	Focusing on the negative stigma around mental health and allowing teens and young adults to be more vocal about their situations and be taken seriously.	5/6/2019 10:37 AM
75	Get rid of trump supporters	5/6/2019 10:37 AM
76	Making sure students are okay mentally	5/6/2019 10:36 AM
77	More basketball courts	5/2/2019 8:15 PM
78	Better announcements for activities, I don't know what's offered	5/2/2019 6:41 PM
79	More opportunities and programs for people to participate in. There should be more of a variety of options.	5/1/2019 4:41 PM
80	Stop drugs	5/1/2019 4:40 PM
81	More talk about job and volunteer opportunities	5/1/2019 4:39 PM
82	Adding a tech based school	5/1/2019 4:39 PM
83	I dont know	5/1/2019 4:37 PM
84	Make things cheaper	5/1/2019 4:34 PM
85	Bullying in schools	5/1/2019 4:28 PM
86	I believe there should be more representatives from the City of Tracy that present to classes about what is offered. I believe that there should be more opportunity to join programs for troubled youths and to be aware of said programs. I believe there should also be more variety in programs; ones that provoke interests in every person.	5/1/2019 3:15 PM
87	Life coaches	5/1/2019 2:26 PM
88	More programs for them	4/30/2019 5:36 AM
89	Have the TUSD and teachers be more involved with the students.	4/29/2019 1:37 PM
90	I would love to see more technology programs. I want to learn how to build my own computer system.	4/29/2019 1:16 PM
91	offer low-cost or no-cost programs;more community events like programs in the park offering sports programs	4/24/2019 10:57 AM
92	Maybe a good plan would be to have more mental health support groups and such because I have many friends who are depressed maybe even suicidal but said no one could help them.	4/20/2019 9:12 AM
93	Improved drug and mental health awareness. D.A.R.E. is a system that attempts to achieve a goal, but in my opinion it feels like you aren't learning anything. There needs to be more addressal of facts, tell us flatly what the drugs do, not what they can lead to, being prophetic about an important topic like that is futile(I.E. "Marijuana is a gateway drug" it isn't, that's just a blanket statement to make sure people don't use it). Also there should be more interaction with mental health early on 6-8th grade is a good place to start. We had to do point break sophomore year, which was helpful but I didn't feel like I gained anything.	4/20/2019 9:03 AM
94	Help with home work would be . <input type="checkbox"/> nice Also would be nice to have some evening activity's from like 5-7	4/14/2019 11:24 AM
95	i probably wouldn't change anything from Tracy because our youth is perfectly fine in the place or Tracy.	4/11/2019 10:40 AM

Mayor's Community Youth Support Network (MCYSN) - Youth Survey

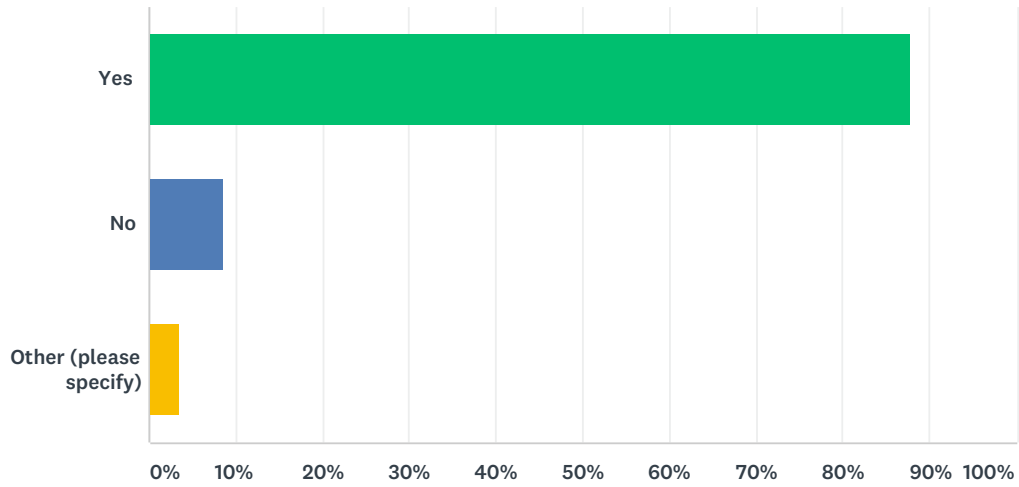
96	more fun stuff like more fairs or a better funner mall or sum make there sum to do out here	4/11/2019 10:35 AM
97	i dont know	4/11/2019 10:31 AM
98	that the homeless get jobs to afford a house	4/11/2019 10:31 AM
99	the schools are stupid	4/11/2019 10:30 AM
100	actually focus on the children. dont say so and then not do it	4/11/2019 10:30 AM
101	the cops	4/11/2019 10:30 AM
102	i dont know	4/11/2019 10:29 AM
103	not much	4/11/2019 10:29 AM
104	More suicide awarness for middle schoolers, not just 8th grades like what most schools in tracy do. Younger kids have emotions too	4/11/2019 10:29 AM
105	idk	4/11/2019 10:28 AM
106	try making things fun	4/11/2019 10:28 AM
107	idk	4/11/2019 10:22 AM
108	nathing tracy is the best	4/11/2019 10:22 AM
109	i don't know	4/11/2019 10:22 AM
110	helping kids who dont have homes, get homes	4/11/2019 10:21 AM
111	idk	4/11/2019 10:21 AM
112	gangs	4/11/2019 10:20 AM
113	To be honest I actually don't know	4/11/2019 10:20 AM
114	i dont know	4/11/2019 10:20 AM
115	if i could change one thing in tracy i dont know what i would change	4/11/2019 10:19 AM
116	advertise programs better if you want the youth to see them	4/11/2019 10:19 AM
117	start making more programs for kids or students	4/11/2019 10:19 AM
118	idk	4/11/2019 10:19 AM
119	i dont know	4/11/2019 10:19 AM
120	help homeless.	4/11/2019 10:18 AM
121	nothing it all in our parents	4/11/2019 10:18 AM
122	i dont know	4/11/2019 10:18 AM
123	idk	4/11/2019 9:57 AM
124	junkies	4/11/2019 9:57 AM
125	help the homeless people , and trouble teenagers	4/11/2019 9:56 AM
126	gang activitie	4/11/2019 9:55 AM
127	To have something teens would actually want to do.	4/11/2019 9:55 AM
128	make more football programs	4/11/2019 9:55 AM
129	A new bigger skatepark	4/11/2019 9:55 AM
130	More Police not only at schools but in the community to prevent gang and other activity.	4/11/2019 9:55 AM
131	build better NICE housing for the less fortunate	4/11/2019 9:55 AM
132	To realize there are kids who're troubled.	4/11/2019 9:55 AM
133	quit gangbanging	4/11/2019 9:54 AM
134	i honestly dont know	4/11/2019 9:54 AM
135	i dont know	4/11/2019 9:54 AM

Mayor's Community Youth Support Network (MCYSN) - Youth Survey

136	The work ethic	4/11/2019 9:54 AM
137	more activities for teens and youths	4/11/2019 9:53 AM
138	I would focus more on how the kids mental health is because that effects their actions.	4/11/2019 9:53 AM
139	Volunteer opportunities in town	4/10/2019 6:05 AM
140	fun after school event I guess	4/9/2019 7:40 PM
141	More free activities or classes for youth	4/9/2019 3:52 PM
142	Better parks and places to play	4/9/2019 8:54 AM
143	More affordable youth programs to keep us kids off the streets, out of gangs, and less bullying	4/9/2019 12:34 AM
144	Bmx track, bike path, youth center, better public pool	4/8/2019 8:54 PM
145	Getting us the fuck out of shitty situations	4/8/2019 6:28 PM
146	Expand downtown area and encourage businesses that cater to the youth to come to Tracy	4/8/2019 12:54 PM

Q1 Are you a parent, guardian, or foster parent that resides within the City of Tracy?

Answered: 82 Skipped: 0

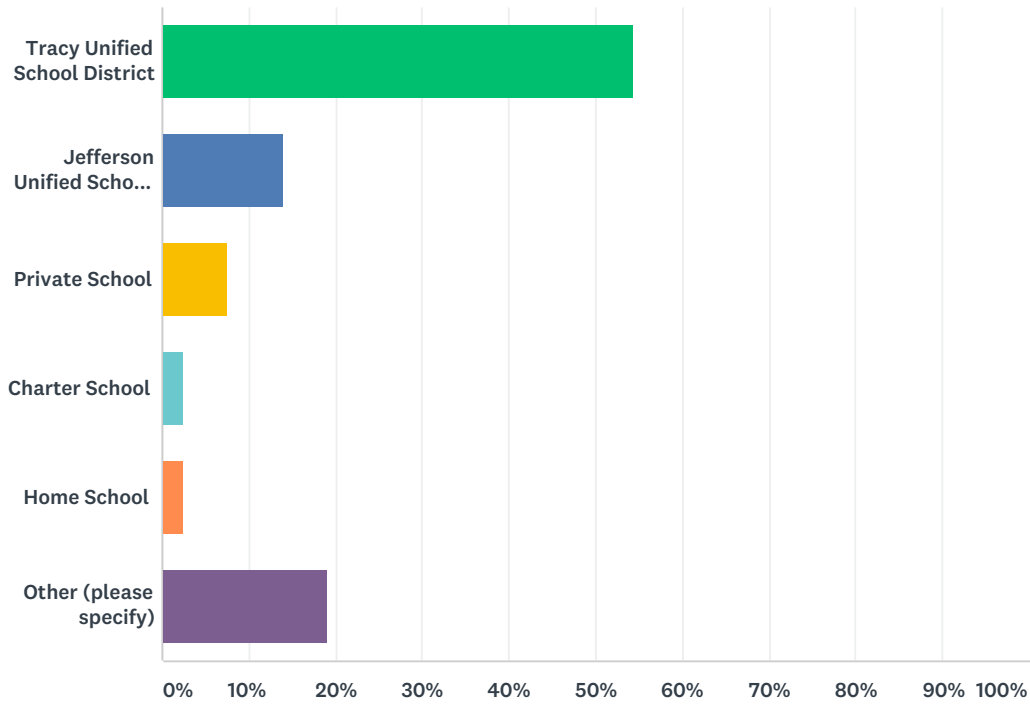


ANSWER CHOICES	RESPONSES	
Yes	87.80%	72
No	8.54%	7
Other (please specify)	3.66%	3
TOTAL		82

#	OTHER (PLEASE SPECIFY)	DATE
1	grandparent	5/14/2019 4:55 PM
2	Youth worker at church in Tracy	5/1/2019 3:20 PM
3	Mountain House	4/9/2019 7:11 PM

Q2 If so, where does your child attend school?

Answered: 79 Skipped: 3



ANSWER CHOICES	RESPONSES	
Tracy Unified School District	54.43%	43
Jefferson Unified School District	13.92%	11
Private School	7.59%	6
Charter School	2.53%	2
Home School	2.53%	2
Other (please specify)	18.99%	15
TOTAL		79

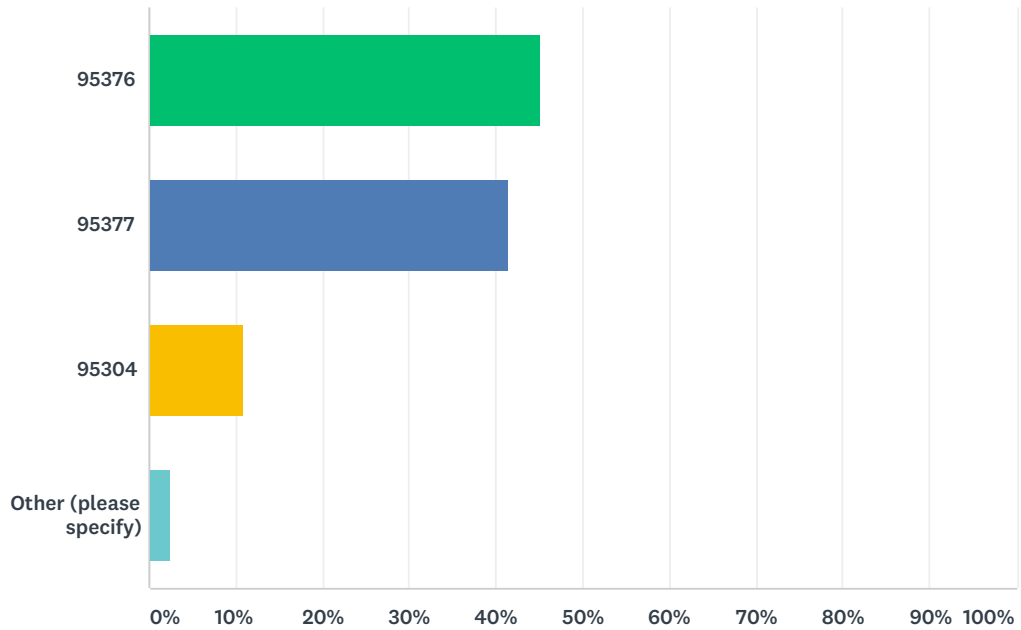
#	OTHER (PLEASE SPECIFY)	DATE
1	n/a	5/15/2019 2:50 PM
2	graduated	5/14/2019 4:53 PM
3	not a parent.	5/14/2019 4:51 PM
4	No, all my kids are grown and they do not live in Tracy.	5/1/2019 2:01 PM
5	North	4/30/2019 5:40 AM
6	Banta	4/27/2019 12:36 PM
7	san joaquin delta college	4/22/2019 3:52 PM
8	Children have graduated	4/18/2019 6:42 PM
9	Children have graduated from high school	4/9/2019 9:49 PM

Mayor's Community Youth Support Network (MCYSN) - Parent/Adult Survey

10	Banta School District	4/9/2019 9:03 PM
11	Lammersville School District	4/9/2019 7:11 PM
12	Lammersville	4/8/2019 8:29 PM
13	N/A No kids currently at home	4/8/2019 3:01 PM
14	West High	4/8/2019 1:36 PM
15	Banta	4/8/2019 12:08 PM

Q3 What is your zip code?

Answered: 82 Skipped: 0

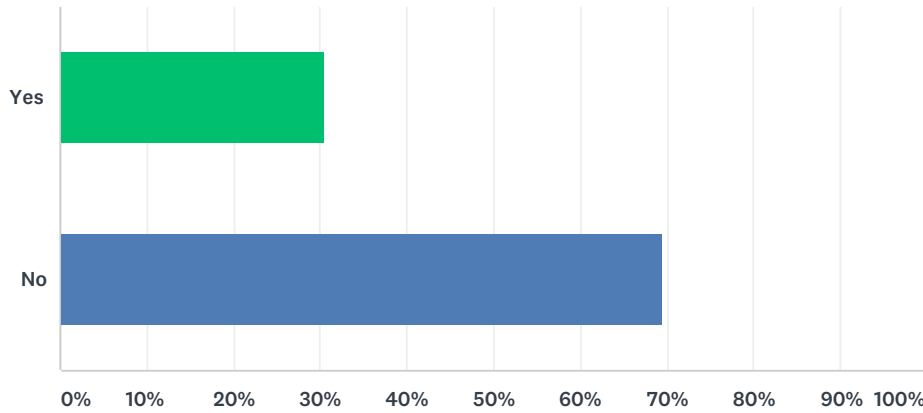


ANSWER CHOICES	RESPONSES
95376	45.12% 37
95377	41.46% 34
95304	10.98% 9
Other (please specify)	2.44% 2
TOTAL	82

#	OTHER (PLEASE SPECIFY)	DATE
1	95391	4/9/2019 7:11 PM
2	95391	4/9/2019 9:50 AM

Q4 Are you familiar with the City of Tracy's Mayor's Community Youth Support Network (MCYSN)?

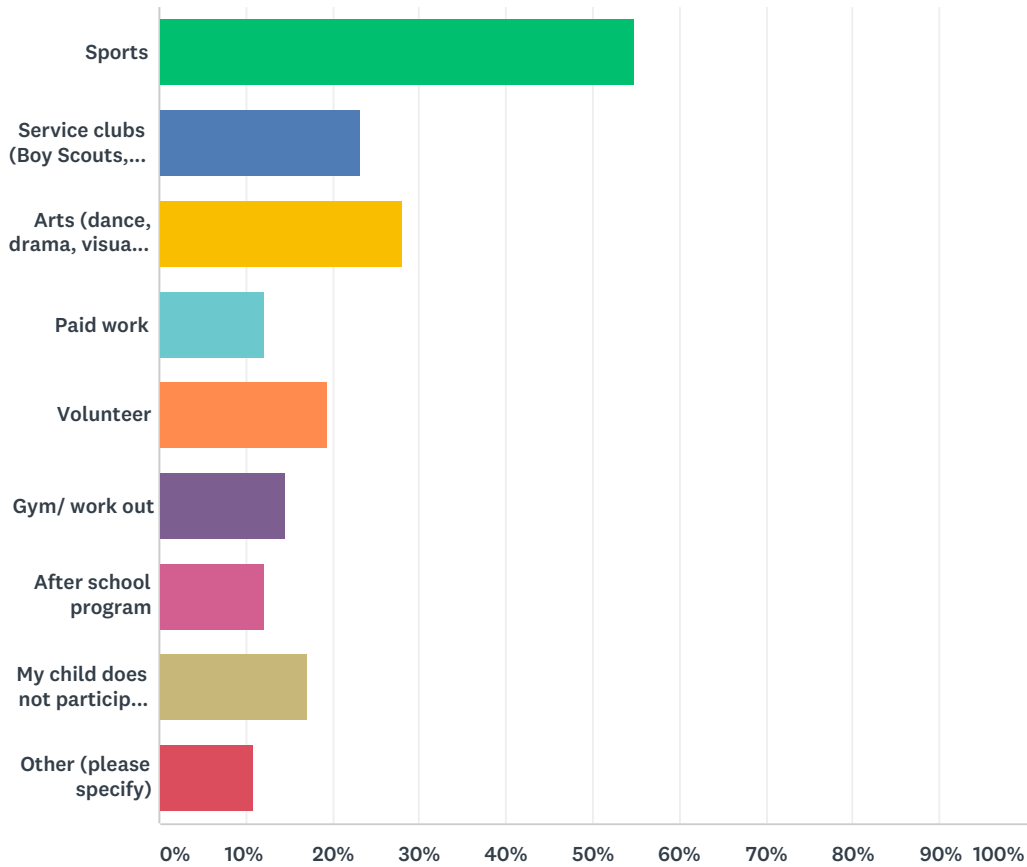
Answered: 82 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	30.49%	25
No	69.51%	57
TOTAL		82

Q5 Which activities does your child participate in after school (you may select more than one response):

Answered: 82 Skipped: 0



ANSWER CHOICES	RESPONSES	
Sports	54.88%	45
Service clubs (Boy Scouts, Girl Scouts, 4-H, etc.)	23.17%	19
Arts (dance, drama, visual arts, music)	28.05%	23
Paid work	12.20%	10
Volunteer	19.51%	16
Gym/ work out	14.63%	12
After school program	12.20%	10
My child does not participate in after school activities	17.07%	14
Other (please specify)	10.98%	9
Total Respondents: 82		

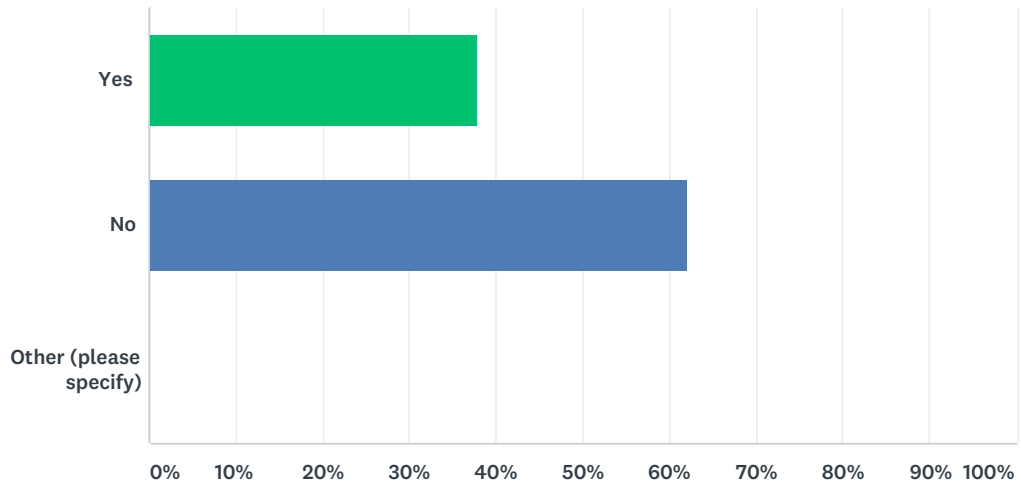
#	OTHER (PLEASE SPECIFY)	DATE
1	n/a	5/15/2019 2:50 PM

Mayor's Community Youth Support Network (MCYSN) - Parent/Adult Survey

2	n/a	5/14/2019 4:51 PM
3	No children in the household.	4/30/2019 6:15 PM
4	based on last year of high school	4/22/2019 3:52 PM
5	Church Youth Group	4/16/2019 9:23 AM
6	Enrichment programs, including academic tutoring, learning Chinese Mandarin language	4/10/2019 5:45 AM
7	They are grown, but hey participated in sports	4/9/2019 9:49 PM
8	Bmx racing in other cities	4/8/2019 8:59 PM
9	N/A no kids at home.	4/8/2019 3:01 PM

Q6 Do you commute home on weekday evenings?

Answered: 82 Skipped: 0

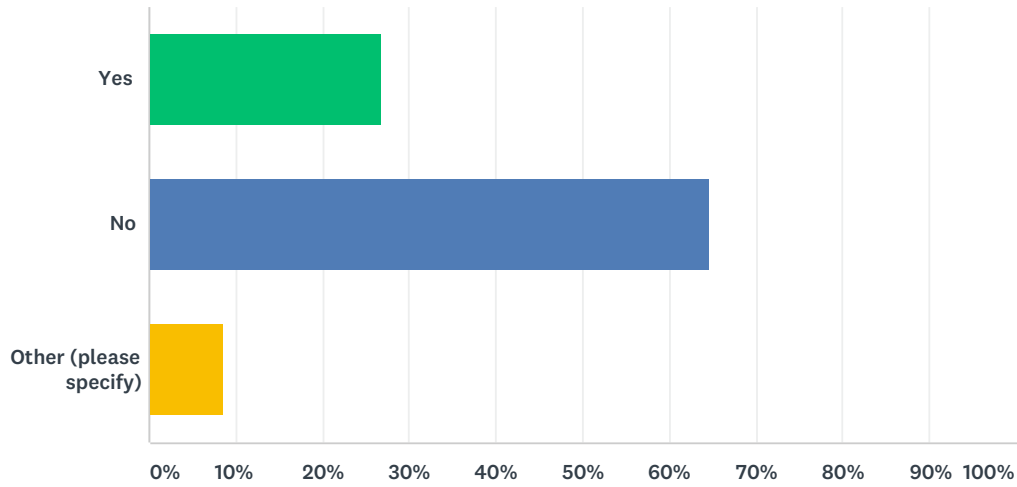


ANSWER CHOICES	RESPONSES	
Yes	37.80%	31
No	62.20%	51
Other (please specify)	0.00%	0
TOTAL		82

#	OTHER (PLEASE SPECIFY)	DATE
	There are no responses.	

Q7 Is your child typically home alone (without a parent or guardian) after school until you, your spouse, or another guardian returns home?

Answered: 82 Skipped: 0

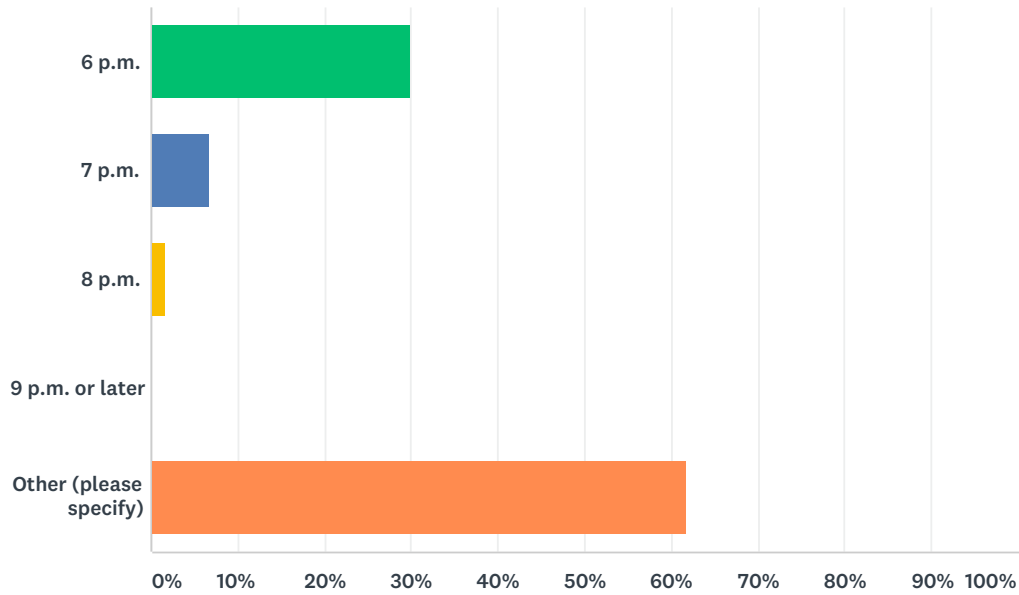


ANSWER CHOICES	RESPONSES
Yes	26.83% 22
No	64.63% 53
Other (please specify)	8.54% 7
TOTAL	82

#	OTHER (PLEASE SPECIFY)	DATE
1	n/a	5/15/2019 2:50 PM
2	not a parent.	5/14/2019 4:51 PM
3	N/A	4/30/2019 6:15 PM
4	A couple times a week	4/12/2019 10:17 PM
5	They are Grown and out of the house	4/9/2019 9:49 PM
6	N/A No kids currently at home.	4/8/2019 3:01 PM
7	With grandparents	4/8/2019 1:54 PM

Q8 If yes, what time do you or another parent/guardian return home?

Answered: 60 Skipped: 22



ANSWER CHOICES	RESPONSES	
6 p.m.	30.00%	18
7 p.m.	6.67%	4
8 p.m.	1.67%	1
9 p.m. or later	0.00%	0
Other (please specify)	61.67%	37
TOTAL		60

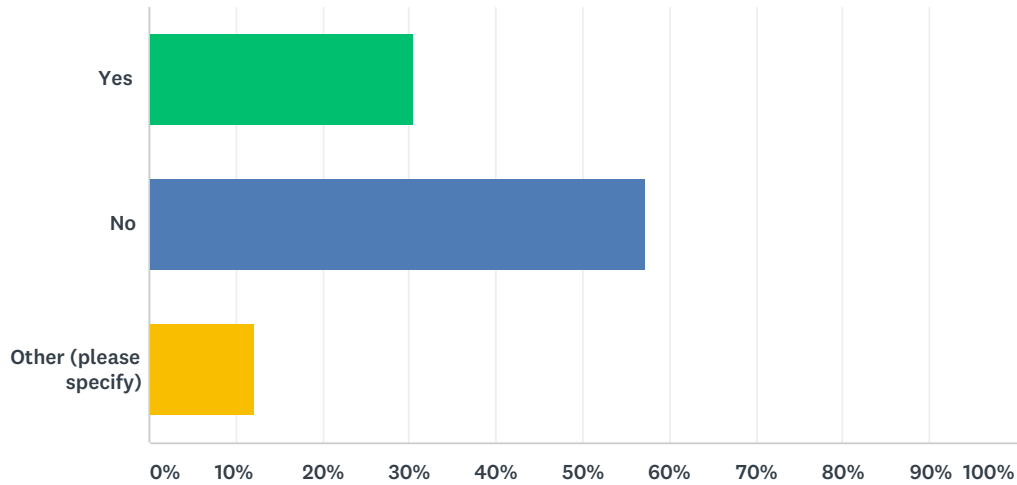
#	OTHER (PLEASE SPECIFY)	DATE
1	n/a	5/15/2019 2:50 PM
2	Dad is home around 4:30 or 5	5/15/2019 2:48 PM
3	n/a	5/15/2019 2:46 PM
4	n/a	5/14/2019 4:55 PM
5	n/a	5/14/2019 4:53 PM
6	n/a	5/14/2019 4:49 PM
7	Husband works out of town, I am a stay at home mom	5/5/2019 11:07 AM
8	5 p.m.	5/3/2019 3:15 PM
9	Does not apply.	5/1/2019 2:01 PM
10	N/A	5/1/2019 2:54 AM
11	N/A	4/30/2019 6:15 PM
12	Not at all	4/30/2019 5:40 AM
13	3pm	4/19/2019 2:10 PM

Mayor's Community Youth Support Network (MCYSN) - Parent/Adult Survey

14	NA	4/16/2019 9:23 AM
15	Not home alone	4/14/2019 7:50 AM
16	N/A	4/14/2019 5:52 AM
17	Before 5:00 pm	4/12/2019 10:17 PM
18	N/a	4/11/2019 9:00 AM
19	4:00-4:30	4/10/2019 1:16 PM
20	4pm	4/10/2019 12:44 PM
21	I come home around 4:30pm and my husband works from home.	4/10/2019 5:45 AM
22	Nope	4/9/2019 10:32 PM
23	Not applicable	4/9/2019 9:49 PM
24	N/A	4/9/2019 9:06 PM
25	My child is not home alone	4/9/2019 9:03 PM
26	Wife @ 2:30/Myself @ 7:30	4/9/2019 6:19 PM
27	5	4/9/2019 3:57 PM
28	I'm home	4/9/2019 8:57 AM
29	na	4/9/2019 8:43 AM
30	N/a	4/9/2019 12:37 AM
31	3:00	4/8/2019 8:29 PM
32	N/A	4/8/2019 3:01 PM
33	N/a	4/8/2019 2:56 PM
34	5 p.m, siblings get home sooner too	4/8/2019 1:51 PM
35	5 pm	4/8/2019 1:36 PM
36	N/A	4/8/2019 1:29 PM
37	5:30 pm	4/8/2019 1:17 PM

Q9 Does your child participate in any recreation programs that the City of Tracy offers?

Answered: 82 Skipped: 0

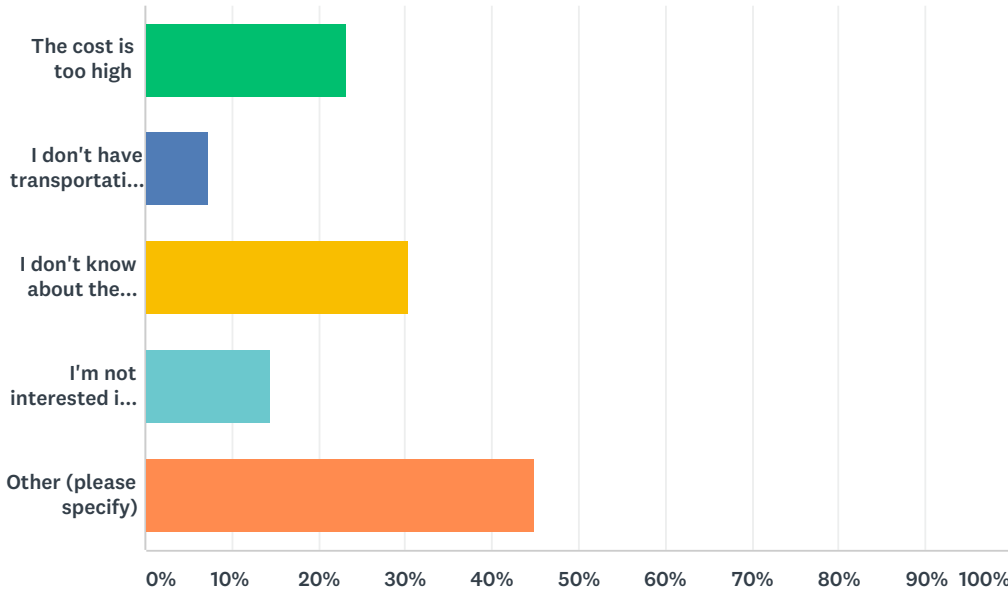


ANSWER CHOICES	RESPONSES	
Yes	30.49%	25
No	57.32%	47
Other (please specify)	12.20%	10
TOTAL		82

#	OTHER (PLEASE SPECIFY)	DATE
1	n/a	5/15/2019 2:50 PM
2	n/a	5/14/2019 4:53 PM
3	n/a	5/14/2019 4:51 PM
4	N/A	4/30/2019 6:15 PM
5	Girl Scout	4/30/2019 5:40 AM
6	sometimes	4/19/2019 2:10 PM
7	We move to Tracy last year and are looking for recreation and summer programs.	4/10/2019 5:45 AM
8	not currently	4/9/2019 9:50 AM
9	N/A	4/8/2019 3:01 PM
10	Not usually, but my son will be going to the Lego camp over spring break, and we have done swimming lessons.	4/8/2019 1:29 PM

Q10 If your child does not participate in any recreation programs that the City of Tracy offers, please select why (you may select more than 1 answer):

Answered: 69 Skipped: 13



ANSWER CHOICES	RESPONSES
The cost is too high	23.19% 16
I don't have transportation to the program sites	7.25% 5
I don't know about the programs offered	30.43% 21
I'm not interested in the programs offered	14.49% 10
Other (please specify)	44.93% 31
Total Respondents: 69	

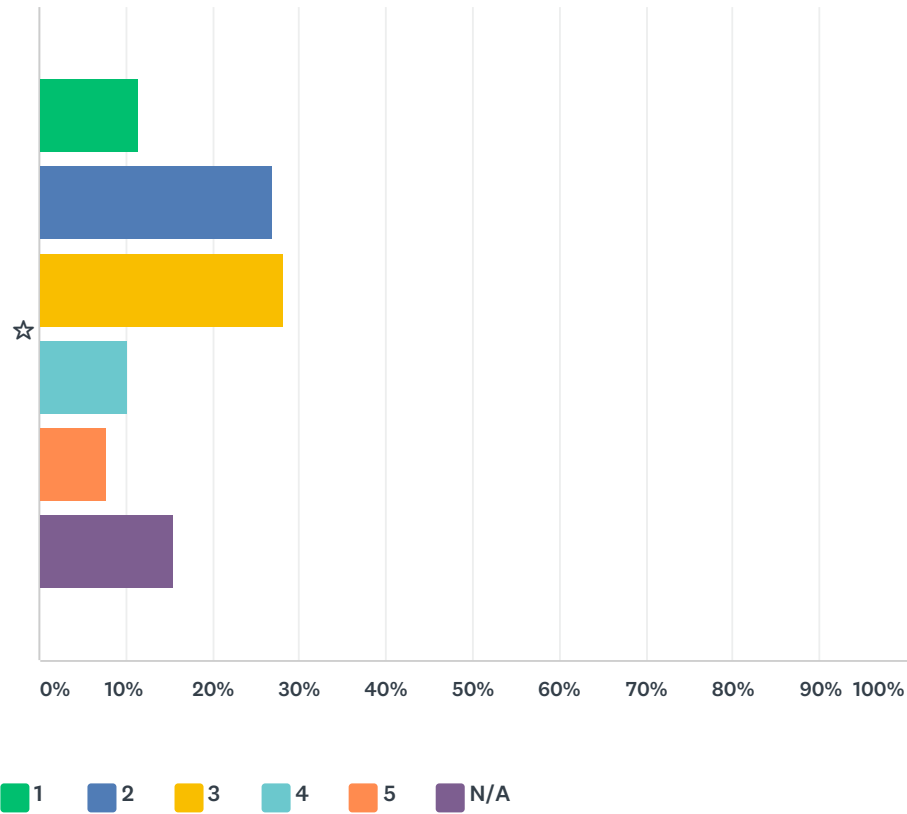
#	OTHER (PLEASE SPECIFY)	DATE
1	n/a	5/15/2019 2:50 PM
2	n/a	5/14/2019 4:55 PM
3	n/a	5/14/2019 4:53 PM
4	n/a	5/14/2019 4:51 PM
5	the programs do not appeal to teens.	5/14/2019 4:49 PM
6	My kids are grown and do not live in Tracy.	5/1/2019 2:01 PM
7	N/A	4/30/2019 6:15 PM
8	Busy schedule	4/27/2019 12:36 PM
9	Child is grown so aged out.	4/23/2019 9:39 PM
10	my child was not interested	4/22/2019 3:52 PM
11	Poor quality. Programs like Boys adn Girls Club are far better.	4/19/2019 3:23 PM

Mayor's Community Youth Support Network (MCYSN) - Parent/Adult Survey

12	they participate	4/19/2019 8:55 AM
13	NA	4/16/2019 9:23 AM
14	None of the above	4/14/2019 11:18 AM
15	N/A	4/14/2019 5:52 AM
16	N/a	4/11/2019 9:00 AM
17	Not enough time and money	4/10/2019 11:22 PM
18	The after school programs schedule conflict. We also look for Chinese Mandarin program after school or at school time, so we don't have to travel to other east bay city.	4/10/2019 5:45 AM
19	Haven't found programs for older teens	4/10/2019 5:28 AM
20	My children are grown.	4/9/2019 9:49 PM
21	We participate in summer camps	4/9/2019 9:06 PM
22	Conflict of schedule and not to many programs for 5 y/o kids.	4/9/2019 6:57 PM
23	There is not much information on participating recreational programs.	4/9/2019 6:19 PM
24	times haven't worked well for us	4/9/2019 9:50 AM
25	Times offered	4/9/2019 8:17 AM
26	Most of the programs of interest are not offered at times commuting parents can make. Lots of the classes for 6 & 7 yr old seem to begin before 530. And many summer camps are 1/2 day. I end up taking my kids to Hayward for summer camp bc of the plentiful full day camp options.	4/8/2019 9:30 PM
27	Child not interested	4/8/2019 8:29 PM
28	N/A	4/8/2019 3:01 PM
29	Unstructured programs	4/8/2019 2:11 PM
30	Child is not interested in what is offered	4/8/2019 1:36 PM
31	The times are too early; when we at work	4/8/2019 1:17 PM

Q11 Please rate how well you believe the City of Tracy provides youth/teen programs:

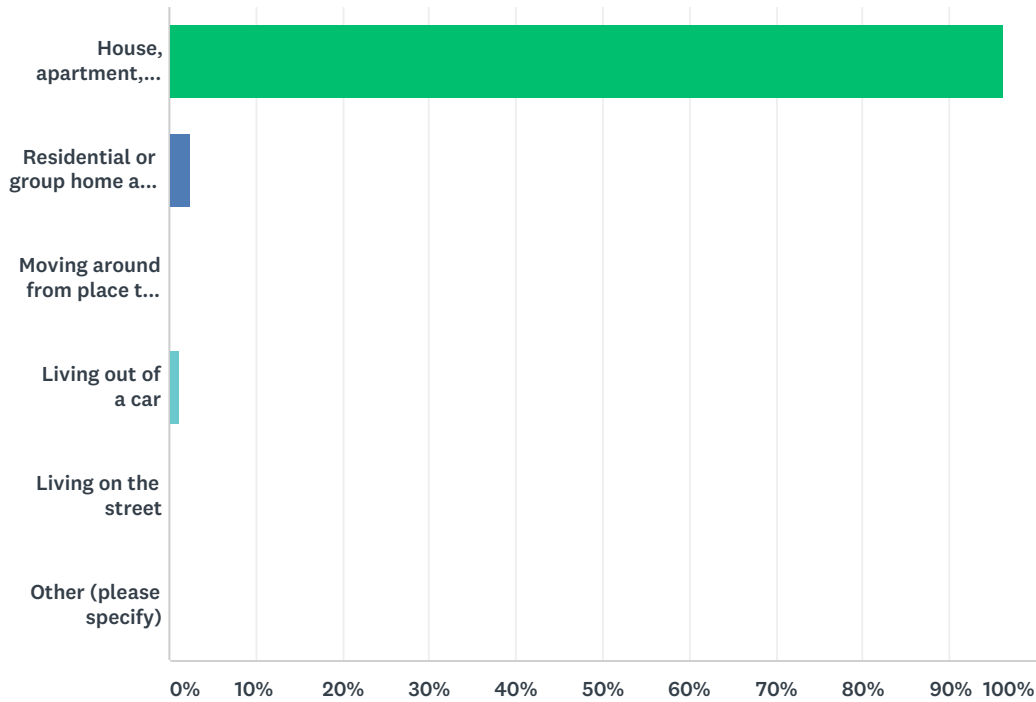
Answered: 78 Skipped: 4



	1	2	3	4	5	N/A	TOTAL	WEIGHTED AVERAGE
☆	11.54% 9	26.92% 21	28.21% 22	10.26% 8	7.69% 6	15.38% 12	78	2.71

Q12 Think of where you live most of the time. Which best describes your living situation?

Answered: 81 Skipped: 1

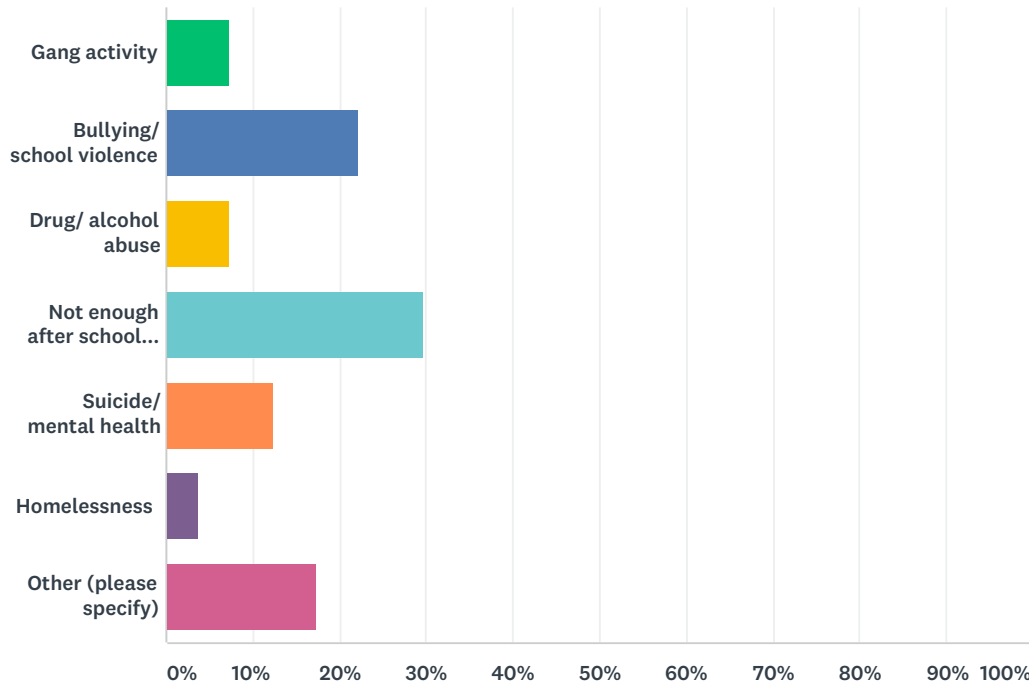


ANSWER CHOICES	RESPONSES	
House, apartment, condo	96.30%	78
Residential or group home away from parents or family	2.47%	2
Moving around from place to place	0.00%	0
Living out of a car	1.23%	1
Living on the street	0.00%	0
Other (please specify)	0.00%	0
TOTAL		81

#	OTHER (PLEASE SPECIFY)	DATE
	There are no responses.	

Q13 What do you believe is the top issue facing youth in our community?

Answered: 81 Skipped: 1



ANSWER CHOICES	RESPONSES	
Gang activity	7.41%	6
Bullying/ school violence	22.22%	18
Drug/ alcohol abuse	7.41%	6
Not enough after school programs	29.63%	24
Suicide/ mental health	12.35%	10
Homelessness	3.70%	3
Other (please specify)	17.28%	14
TOTAL		81

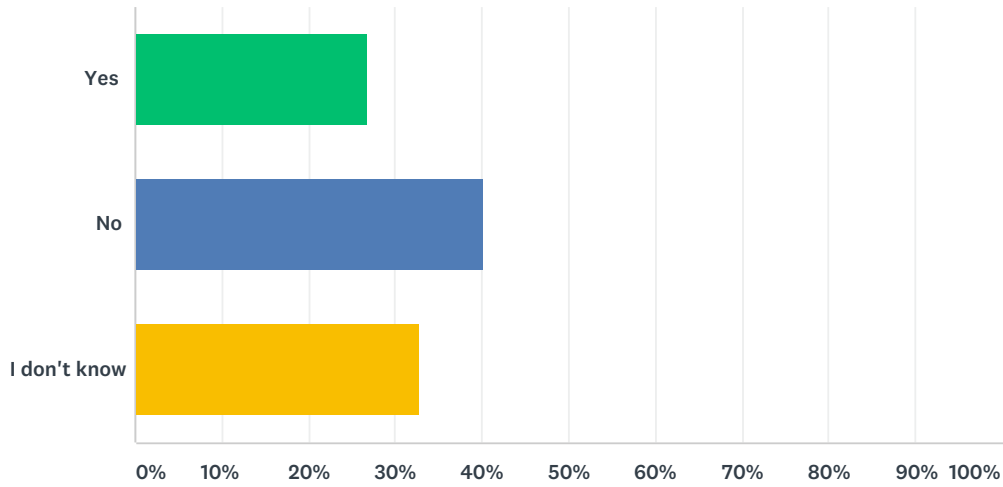
#	OTHER (PLEASE SPECIFY)	DATE
1	n/a	5/15/2019 2:50 PM
2	all but gangs, drugs, and alcohol	5/15/2019 2:48 PM
3	all	5/15/2019 2:46 PM
4	Not setting children up with future job and education programs when parents are unable and unsupportive of their futures.	5/14/2019 4:51 PM
5	Lack of quality time with parents due to lack of parents being able to work in town; also lack of programming that appeals to teens. There are many youth and toddler activities, nothing of interest to teens	5/14/2019 4:49 PM
6	Wages stagnation and Real Estate speculation forcing another RE bubble the other stuff about are symptoms of lack of opportunity for good paying union jobs and housing cost within income reach.	4/23/2019 9:39 PM

Mayor's Community Youth Support Network (MCYSN) - Parent/Adult Survey

7	Not enough programs for our youth after school or otherwise	4/22/2019 3:52 PM
8	lack of things to do for fun, at night, weekends	4/14/2019 8:24 PM
9	A combination of all above, which is propagated by social media	4/12/2019 10:16 AM
10	The laziness of parents or the unobtainable expectations of parents	4/10/2019 12:44 PM
11	Adultcentric programs that focus more on what adults think than youth voice and choice	4/9/2019 9:49 PM
12	No local things to do	4/9/2019 9:06 PM
13	I believe it's a combination of most of these	4/9/2019 9:46 AM
14	We need an outdoor space that we can go as a family to go walking, hiking and biking. There are no nature trails in Tracy.	4/8/2019 1:29 PM

Q14 Do you believe there are programs and services that help troubled youth in our community?

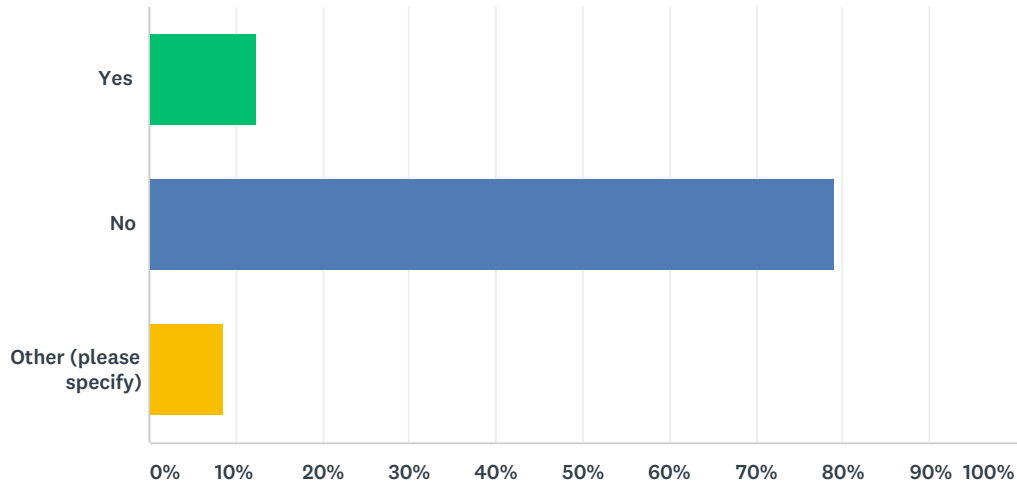
Answered: 82 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	26.83%	22
No	40.24%	33
I don't know	32.93%	27
TOTAL		82

Q15 Does your child participate in any counseling, mentoring, or mental health programs offered during or after school?

Answered: 81 Skipped: 1



ANSWER CHOICES	RESPONSES
Yes	12.35% 10
No	79.01% 64
Other (please specify)	8.64% 7
TOTAL	81

#	OTHER (PLEASE SPECIFY)	DATE
1	n/a	5/15/2019 2:50 PM
2	n/a	5/14/2019 4:53 PM
3	My kids are grown.	5/1/2019 2:01 PM
4	N/A	4/30/2019 6:15 PM
5	this question is ambiguous, if you mean offered in general then yes, but if you mean offered by the school, then no	4/19/2019 2:10 PM
6	N/A	4/9/2019 9:49 PM
7	N/A	4/8/2019 3:01 PM

Mayor's Community Youth Support Network (MCYSN) - Parent/Adult Survey

Q16 If you could change one thing in Tracy for the betterment of our youth, what would it be?

Answered: 71 Skipped: 11

#	RESPONSES	DATE
1	Offer more affordable after school activities	5/15/2019 2:48 PM
2	Bring a museum, science place	5/15/2019 2:46 PM
3	more rec facilities such as: bike - skate park, vocational training	5/14/2019 4:55 PM
4	offer more mentoring, tutoring and sports activities for all children.	5/14/2019 4:53 PM
5	Jobs and after high school education programs.	5/14/2019 4:51 PM
6	That youth can spend more quality time during the week with parents and enjoy activities within the community that consider their ages and interests.	5/14/2019 4:49 PM
7	I would love to see the city work with the School District jointly to offer programs- the schools are the pathway to most of the parents- in communication and they also have facilities to share in offering programs.	5/5/2019 11:07 AM
8	More interactive parks to spend time outside and away from screens.	5/3/2019 3:15 PM
9	Take the old Orchard Supply Store and make it a recreation center for all age children.	5/3/2019 2:30 PM
10	Have someone they could feel free to talk to	5/1/2019 3:20 PM
11	To stop publishing we need to provide more after school activities and focus more on what is available.	5/1/2019 2:01 PM
12	We need more things for our youth to do.	5/1/2019 5:27 AM
13	I will have FREE after school care.	5/1/2019 2:54 AM
14	Start school at 9:00 AM.	4/30/2019 6:15 PM
15	Affordable programs	4/30/2019 5:40 AM
16	TO check All Of The kids On Probation And Adults Houses For Any Guns or Anything That could Cause Harm or Death To any living thing On This Earth. CONSTANT Checking I Lost My Son Gun Violence In June .and life Is Not The Same. .	4/30/2019 12:51 AM
17	I would like to bring more technology programs to the city of Tracy. The bay area is really advanced and rapid in the integration of technology and I do not want the kids in our community to fall behind. We have to be proactive and try to stay ahead of the curve.	4/29/2019 1:52 PM
18	More afterschool programs that are free for the high schoolers.	4/29/2019 1:42 PM
19	There needs to be more programs for our youth and also more summer jobs!	4/25/2019 11:31 PM
20	Lots of great jobs the youth can't even get a job at McDonald because the adults moved into the fast food industry that use to be available to youths from poverty homes. Until we flood the city with enough multi family dwellings to outpace the demand the youth are slaves to the conglomerate landlords that are picking up all the homes for sale in my neighborhood. The city has real problems in regards to opportunity for the teen. How about creating jobs that the teens and those under employed could do for the city. A teen brigade that could paint, clean and learn special trades from volunteers. We have a just say no program but the depression makes them reach for a way to self medicate the sad lack of the American dream. I worked during my high school years so while my parent couldn't afford my shoes etc I was able to get my clothing etc. by part time employment it also taught me skills I used my entire life. I wonder if our economic challenges are making an entire generation give up entirely. Why not ask the farmers to hire students in the summer the way they hired my parents? Again the teen brigade.	4/23/2019 9:39 PM
21	I would survey the youth (middle school and older) to see what type of programs they would genuinely like to have in Tracy that would make their time growing up here more memorable.	4/22/2019 3:52 PM

Mayor's Community Youth Support Network (MCYSN) - Parent/Adult Survey

22	Providing young mentors as good role models.	4/21/2019 1:52 AM
23	More programs like Boys and Girls Club	4/19/2019 3:23 PM
24	More safe places for youth to hang out and interact. there used to be a teen center, but now there is nothing other than the mall, which I don't necessarily consider to be a safe place.	4/19/2019 2:10 PM
25	An extension of after school from middle school to high school, like boys and girls clubs	4/19/2019 8:55 AM
26	Expand the role of Boys and Girls Club which offers a safe place for children while offering programs that build self esteem, bridge educational gaps between home and school and provide these services plus many more all year long.	4/18/2019 6:42 PM
27	More option in things to do	4/17/2019 10:17 PM
28	Have a gymnasium can goto everyday, all day. Have someplace like Dave and Busters, Roller skating	4/14/2019 8:24 PM
29	Evening activity's	4/14/2019 11:18 AM
30	More activities for kids of all ages to do!	4/14/2019 7:50 AM
31	Youth Center, more affordable camps & variety of classes.	4/14/2019 5:52 AM
32	A place to kick it like a roller rink, a park, laser tag, somewhere the cops won't harass kids for just being kids.	4/12/2019 10:17 PM
33	Have programs directed at strengthening families and getting parents and children interacting together with activities.	4/12/2019 10:16 AM
34	More options for teens such as teen clubs	4/12/2019 9:29 AM
35	A great resource can be to reach out to religious groups, such as local churches whom already have establish youth groups with min out city. Such Non-Profit org. already have an advantage of nurturing the hearts of these teens with religious backgrounds. In many cases many of these youth leaders/Pastors are either fulltime employeed externally in areas of potential growth in counseling, psychology, schools and connecting with these adults can help generate a culture of open forum, Acceptance, In some instance prayer and connection with other young adults with positive outlooks in life.	4/11/2019 11:56 AM
36	Availability and quality of mentors/teachers	4/10/2019 11:22 PM
37	More options for youth. Roller skating rink, more skate park locations (not where homeless hang out), sports offered in teams near where child resides so driving across town isn't issue or they can walk themselves.	4/10/2019 3:58 PM
38	Get rid of violence and gangs.	4/10/2019 3:21 PM
39	Please build a public track by Legacy Fields so that families could exercise together in the evenings and on the weekends.	4/10/2019 1:40 PM
40	Better access to programs. Many students don't know they can use the bus system. Many students are not aware of programs offered.	4/10/2019 1:16 PM
41	Reduce the costs of quality youth sports programs. The city charges too much to keep these things viable	4/10/2019 12:44 PM
42	It would be great to offer the following programs for youth. Volunteer opportunities Emotional supports Tram building programs People skills Real life skills, like learning various languages for their future	4/10/2019 5:45 AM
43	We need a teen center that our older kids can go to after school. We also need transportation from the schools do this center.	4/10/2019 5:28 AM
44	Legacy Fields. Stop throwing good money after bad. It's a total loss. Tracy is developing to the south west. Re-create the Tracy sports complex 4 times throughout town. Legacy fields is a bad joke.	4/9/2019 10:32 PM
45	"An ounce of prevention is worth a pound of cure". Program development needs to focus on wellness, without having to measure "prevention" outcomes because reporting requirements for grant cycles don't allow for the required length of time needed to show "prevention" efforts made a difference. Also, programs need to take into account authentic youth voice and choice, free from adults imposing their opinions on what they think is the solution or "cure" to what is wrong with the youth these days. Explore where youth are at, determine strengths and build on that.	4/9/2019 9:49 PM

Mayor's Community Youth Support Network (MCYSN) - Parent/Adult Survey

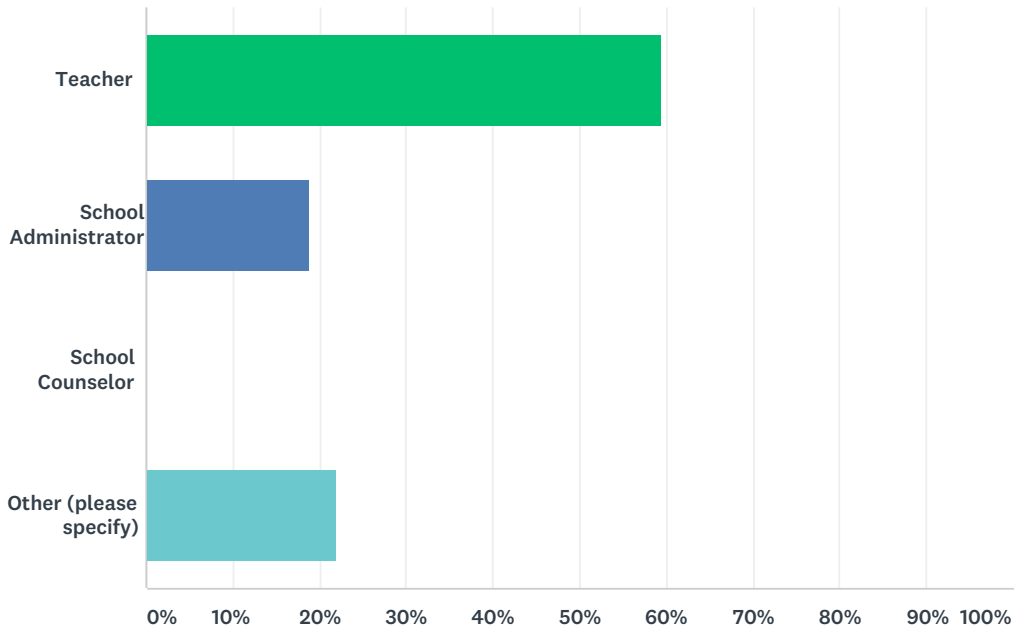
46	Bring in businesses like boomers or an ice rink or indoor trampoline or rockclimbing	4/9/2019 9:06 PM
47	More youth activities, especially places for teenagers. As my child will grown up to be one, I want my child to be aware of what his community offers in any situation.	4/9/2019 9:03 PM
48	I'd like to see city offer more enrichment program for young children, such as foreign language programs ex. Chinese mandarin, Spanish , Italian , French .. language enrichment program. STEM program.	4/9/2019 7:59 PM
49	More youth activity center or class	4/9/2019 7:11 PM
50	A park with hiking trails, lakes for recreational fishing, better playgrounds, water park.	4/9/2019 6:57 PM
51	Bad influences, (ex., gangs, drugs, etc.), is what leads to troubled youth, and eventually troubled adults. I believe more youth/teen entertainment, for example, a bowling alley at the mall and more police presence/patrol could improve the youth confidence.	4/9/2019 6:19 PM
52	more resources for our children	4/9/2019 3:57 PM
53	more places for the teens to gather, in a productive way.	4/9/2019 11:05 AM
54	Job availability and training	4/9/2019 9:50 AM
55	What is the age range in the definition of youth? More affordable programs to keep kids active and engaged with good role models. Junior Giants should be promoted more.	4/9/2019 9:46 AM
56	Our community needs more low cost activities for tweens and teens. They need something to do	4/9/2019 8:57 AM
57	Boys & Girls Club offered at all school sites.	4/9/2019 8:43 AM
58	The inequity of what is provided on the South side of town as compared to the North in the older neighborhoods. Like the public meetings sites, they are all relatively situated close together in the core city and should have been held throughout the city area.	4/9/2019 8:17 AM
59	Bullying and gang violence	4/9/2019 12:37 AM
60	More after school and full day summer activities across age groups and affordable for families and at school sites.	4/8/2019 9:30 PM
61	More things to do outside BMX park or track, bike paths. Things to be tthe kids outdoor and actives. Doesn't have to be a program. Just places to go and be active	4/8/2019 8:59 PM
62	Hard to pick one	4/8/2019 8:29 PM
63	Tracy has a plethora of youth activities for middle-class & affluent youth. We spend a fortune on sports fields and offer a wide variety of sponsored classes & youth activities in the Summers. We don't seem to do much to engage or support working-class kids or kids that lack the family and social connections to be engaged in organized activities or to access assistance with things like after school care & supervision.	4/8/2019 3:01 PM
64	More youth oriented activities	4/8/2019 2:56 PM
65	Programs on weekends for all ages	4/8/2019 2:11 PM
66	Free coding, liberal arts, and music classes after school. Hang out and have fun with friends in these classes.	4/8/2019 1:54 PM
67	More accessible mental health services. The wait times for appointments with health insurance are too long. Tracy only has the one place at 35 E. 10th St with mental health services. There's few therapists or none accepting patients available.	4/8/2019 1:51 PM
68	Offer programs that help develop leadership skills	4/8/2019 1:36 PM
69	We need an outdoor space that we can go as a family to go walking, hiking and biking. There are no nature trails in Tracy. It would also be nice to have a place for younger kids to go to play indoors during the hot summer and cold winter days. Kangazoom is nice to have, but it would be nice to have an indoor playground, play area and activities for kids.	4/8/2019 1:29 PM

Mayor's Community Youth Support Network (MCYSN) - Parent/Adult Survey

70	More opportunities for low cost activities, mentoring and supervision, especially after school. While my child attends an afterschool program at Boys & Girls Club, many parents I know don't have this option because either programs are full or they aren't offered at their schools. I could only pick on in terms of most needed, but also needed are more opportunities for kids to get mental health support. I hear about a lot of bullying and self esteem issues with our youth. need more low cost programs to help kids with their feelings and to help them sort out situations with peers, family matters, etc.	4/8/2019 1:24 PM
71	Offer more classes. Ones that are on weeknights or weekends.	4/8/2019 1:17 PM

Q1 Please select which option best describes your occupation:

Answered: 32 Skipped: 0



ANSWER CHOICES	RESPONSES
Teacher	59.38% 19
School Administrator	18.75% 6
School Counselor	0.00% 0
Other (please specify)	21.88% 7
TOTAL	32

#	OTHER (PLEASE SPECIFY)	DATE
1	Restoration Center Support	5/1/2019 1:55 PM
2	Admin. Assistant for 2 non-profits what work with youth.	4/29/2019 1:32 PM
3	Registrar	4/25/2019 11:57 AM
4	Retired	4/19/2019 2:10 PM
5	Librarian	4/10/2019 11:03 PM
6	Private school teacher	4/10/2019 5:59 AM
7	Secretary	4/8/2019 12:49 PM

Q2 What do you think are the main issues students at your school face today?

Answered: 31 Skipped: 1

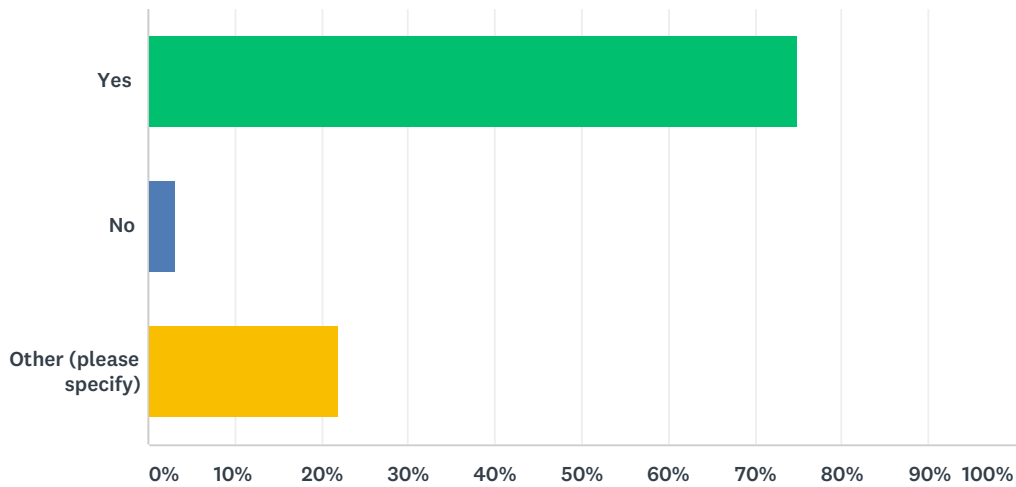
#	RESPONSES	DATE
1	Ability to get tutoring after school. Positive social activities.	5/4/2019 7:33 AM
2	Students lack a mediator between them, their parents, and school administration. Thus they feel powerless and unable to cope within their environment. This leads to them looking for support in all the wrong places.	5/1/2019 1:55 PM
3	Not having things to do after school gets out.	5/1/2019 11:04 AM
4	Peer pressures, bombardment from social media, struggle growing up with A.C.E.s (Adverse Childhood Experiences), political issues affecting their curriculum in public schools, absent parents/guardians, lack of proper exposure to Arts and Technology.	4/29/2019 1:32 PM
5	Drugs and gangs	4/27/2019 9:45 AM
6	Bullying and a lack of real CTE city offered programs.	4/25/2019 11:57 AM
7	After school and school break free time can be dangerous times for kids. In school time can bring on bullying and peer pressure. Preparing kids for this is becoming more important to add to the educational curriculum.	4/19/2019 2:10 PM
8	limited opportunities due to low income and lack of language skills.	4/16/2019 2:53 PM
9	Peer Pressure, exposure to tobacco and drug products.	4/11/2019 1:22 PM
10	Issues would be stress from tests, colleges to choose, not able to find a job.	4/11/2019 12:35 PM
11	VAPE, and Bullying	4/11/2019 10:19 AM
12	Bullying, too much screen time/social media	4/10/2019 11:03 PM
13	* Families are pressed for time and children get lost in the shuffle. They don't get the time and attention they need at home. * We have many English learners whose parents can't help them with homework.	4/10/2019 3:37 PM
14	Understanding they are responsible for their actions.	4/10/2019 3:17 PM
15	Parents working and commuting around 14 hours a day, not being home when students are home. Social Media taking over our student's lives and becoming the new form of bullying.	4/10/2019 8:47 AM
16	lack of supportive homelife	4/10/2019 8:22 AM
17	social media influences lack of responsibility	4/10/2019 7:54 AM
18	Personal characters Technology devices use	4/10/2019 5:59 AM
19	Many families are in survival mode and the children are not learning life skills, self-discipline, problem solving skills, and/or communication skills. They spend way too much time on devices. There is a growing amount of children with mental health issues.	4/10/2019 5:41 AM
20	Bullying, opposing pressure from peers and parents, very little to do that doesn't cost a fortune (like team sports does), not enough one on one attention in classes.	4/9/2019 9:29 PM
21	Impact of Social media	4/9/2019 3:32 PM
22	not being developmentally ready for the expectations that are placed on them. lack of parental support (parents are working, busy, stressed, etc) Mental Health needs They need extra help and attention due to the above.	4/9/2019 2:50 PM
23	safety and parent support	4/9/2019 2:49 PM
24	discipline issues	4/9/2019 2:49 PM
25	Lack of parent support Good role models No concern for academics	4/9/2019 2:42 PM

Mayor's Community Youth Support Network (MCYSN) - School Teacher & Administrator Survey 2019

26	Lack of parent involvement	4/9/2019 2:36 PM
27	Parents working long hours, mental health issues, and peer relationships.	4/9/2019 9:15 AM
28	Not enough parent involvement or positive collaboration with the teachers and administration. Attendance is a big issue. Also students completing their homework.	4/9/2019 8:25 AM
29	Closing the achievement gap Technology "addiction" and not having chance to be kids and play outside and have parents read nightly with them Poverty Inadequate health care Communication issues	4/8/2019 6:54 PM
30	Social media issues, which brings social stress to those who get caught up in it	4/8/2019 1:02 PM
31	Lack of enthusiasm, problems staying on track due to poor attendance, lack of parental support/involvement, drug abuse, unresolved mental health issues.	4/8/2019 12:49 PM

Q3 As a school teacher or administrator, is it difficult to help guide students through these issues?

Answered: 32 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	75.00%	24
No	3.13%	1
Other (please specify)	21.88%	7
TOTAL		32

#	OTHER (PLEASE SPECIFY)	DATE
1	This is dependent upon when you are able to intervene to gain their trust and help them look at the decisions they are making and what consequences can result in their decisions.	5/1/2019 1:55 PM
2	n/a	4/19/2019 2:10 PM
3	I have a good working relationship with my students, its easy to talk with them about these issues!	4/11/2019 12:35 PM
4	I am not really involved in that process.	4/10/2019 11:03 PM
5	It helps tremendously when there are resources, such as after school programs, tutoring, and counseling. The Boys and Girls Club's funding has been cut, I believe, so they can't take as many students.	4/10/2019 3:37 PM
6	The school has planned activities at assembly and grade level meetings to help students.	4/10/2019 5:59 AM
7	Although there are many resources available, it is nevertheless very difficult to help students navigate through this issue.	4/9/2019 3:32 PM

Q4 When seeking assistance for a student (i.e. - tutoring, counseling, mental health, etc.), whom do you call?

Answered: 32 Skipped: 0

#	RESPONSES	DATE
1	Everywhere, but it is time consuming looking to find programs in our city and county.	5/4/2019 7:33 AM
2	I work with a non-profit organization that specializes in those areas. We also partner with school counselors and other non-profits that provide services we do not.	5/1/2019 1:55 PM
3	I reach out to local organizations or parents who I know are a part of programs that other students need.	5/1/2019 11:04 AM
4	The related referral agencies.	4/29/2019 1:32 PM
5	Admin	4/27/2019 9:45 AM
6	ON SITE PSYCHOLOGIST	4/25/2019 11:57 AM
7	n/a	4/19/2019 2:10 PM
8	give every child a chance tutoring group from Stockton for tutoring. We have our own counselor	4/16/2019 2:53 PM
9	Valley Community Counseling Sherriff's office	4/11/2019 1:22 PM
10	School counselors	4/11/2019 12:35 PM
11	Professional psychologist with a Christian perspective	4/11/2019 11:30 AM
12	SJCOE	4/11/2019 10:19 AM
13	I refer them or parents to the teachers or admin for long term/in depth assistance that I cannot provide.	4/10/2019 11:03 PM
14	Our school is lucky--we have 2 counselors we can call for counseling/mental health needs. We have Give Every Child a Chance tutoring, but spots are very limited.	4/10/2019 3:37 PM
15	Boys and Girls Club	4/10/2019 3:17 PM
16	The school psychologist, our RSP teacher, the Principal	4/10/2019 8:47 AM
17	Resource teacher	4/10/2019 8:22 AM
18	principal school counselor Give Every Child A Chance (for tutoring)	4/10/2019 7:54 AM
19	School teacher and counselor	4/10/2019 5:59 AM
20	We try to access the resources provided by TUSD. Unfortunately, we are understaffed and resources are not always readily available. Mental health issues are becoming a bigger problem and school counselors and psychologists are not working in a structure that allows them to treat the root cause of the problem so we band-aid symptoms and the problems persist.	4/10/2019 5:41 AM
21	My administration or support services. Usually it is unavailable for my students. More youth volunteer groups or the like where students can work together to make changes where they see the need.	4/9/2019 9:29 PM
22	The appropriate onsite personnel.	4/9/2019 3:32 PM
23	our onsite therapist or Glve Every Child a Chance	4/9/2019 2:50 PM
24	school principal, counselors on site, community outreach	4/9/2019 2:49 PM
25	counseling	4/9/2019 2:49 PM
26	On-site counselors; Give Every Child a Chance (not enough tutoring)	4/9/2019 2:42 PM
27	Give every child a chance for tutoring Valley counseling School counseling	4/9/2019 2:36 PM
28	My administrator, parents, local agencies	4/9/2019 9:15 AM

Mayor's Community Youth Support Network (MCYSN) - School Teacher & Administrator Survey 2019

29	For counseling and mental health I would call our Prevention Services Dept.	4/9/2019 8:25 AM
30	District Office/Departments (i.e. Student Services)	4/8/2019 6:54 PM
31	I utilize our district resources and parent liaison	4/8/2019 1:02 PM
32	Parents. guardians or holder of Ed. rights	4/8/2019 12:49 PM

Q5 Ideally, what local resources should be in place to help students?

Answered: 32 Skipped: 0

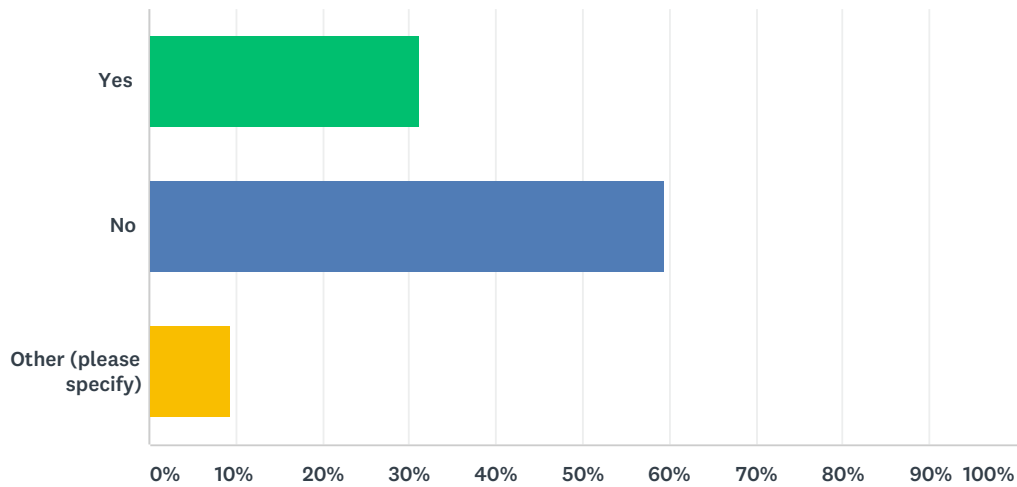
#	RESPONSES	DATE
1	Tutor centers, city supported homework help, more support to all local teachers who tutor after school.	5/4/2019 7:33 AM
2	Faith-based and other outside organizations that can bridge the gap with the school administration. It is often said, it takes a village to raise a kid. I believe if we can provide as many sources as possible the child will have enough positive influence to make the right choices.	5/1/2019 1:55 PM
3	After school and summer school programs for more schools within the city as well as a Teen Center specifically geared towards homework, sports, and socialization.	5/1/2019 11:04 AM
4	Support for all aspects of their lives, physical, social, emotional, spiritual and intellectual including proper housing options for their parents/guardians.	4/29/2019 1:32 PM
5	Community liaisons	4/27/2019 9:45 AM
6	WALK IN COUNSELING	4/25/2019 11:57 AM
7	Information on existing programs that are proven and supervised. Expanded programs that can include more students	4/19/2019 2:10 PM
8	adult language classes, free tutoring for kids, transportation to help kids and parents get back and forth. computer assistance. most of the families in my class don't have a computer at home.	4/16/2019 2:53 PM
9	We need more mental health counseling available for our students.	4/11/2019 1:22 PM
10	Job Placement for students	4/11/2019 12:35 PM
11	Parent training and tips. Most of the time the reason for the students struggles is directly related to a lack of good parenting	4/11/2019 11:30 AM
12	Community out reach program, Work experience	4/11/2019 10:19 AM
13	Personally, and not surprisingly, I feel reading is key and would love to see many free little libraries in our community parks or otherwise scattered through our Tracy neighborhoods.	4/10/2019 11:03 PM
14	Free tutoring Free/sliding scale after school programs Counseling	4/10/2019 3:37 PM
15	Club for all students	4/10/2019 3:17 PM
16	A free after school building for students to go to for homework help, sports, and guidance from adults who are respected and trusted.	4/10/2019 8:47 AM
17	School Psychologist, school Speech Pathologist, school nurse, immediate access to SST's rather than waiting 6 weeks for interventions (teachers typically do not call for an SST until AFTER they have already implemented and exhausted all of their interventions/personal resources.	4/10/2019 8:22 AM
18	More counselors. A large amount of students are in need of counselors.	4/10/2019 7:54 AM
19	City recreation department After school program vendors Non-profit organizations which offer volunteer opportunities	4/10/2019 5:59 AM
20	We need after-school programs that teach children problem-solving skills, communication skills, and life skills. We need parent education programs.	4/10/2019 5:41 AM
21	More access to counseling, therapy services. We have a lack of therapy resources available for youth.	4/9/2019 9:29 PM
22	Resources that are not limited by the amount of students that can be referred. For example, we are often under constraints to only refer the most extreme students in situations, where it would be beneficial for MANY other students to utilize the resources.	4/9/2019 3:32 PM
23	More Mental Health help More tutoring resources Preschool for everyone	4/9/2019 2:50 PM
24	after school programs, tutoring-homework help	4/9/2019 2:49 PM

Mayor's Community Youth Support Network (MCYSN) - School Teacher & Administrator Survey 2019

25	social groups	4/9/2019 2:49 PM
26	multiple on-site counselors; multiple on-site, after school tutors (high school/adults)	4/9/2019 2:42 PM
27	Parent programs	4/9/2019 2:36 PM
28	I'd like to see a facility that is geared towards helping tweens and teens. A safe place for them to hang out, get help with school work, a safe space for them to get help dealing with depression, peer pressure, sexual health, etc.	4/9/2019 9:15 AM
29	More after school programs that focus on home work, tutoring and physical activities. Also provide a snack or supper.	4/9/2019 8:25 AM
30	I would love to see Before and After School (i.e. Boys and Girls Club) be available to all students including a homework club and enrichment opportunities.	4/8/2019 6:54 PM
31	More frequent access to counseling- both individual and group counseling. As well as parent support or counselling for the family	4/8/2019 1:02 PM
32	More low income housing, shelters, student support groups or seminars, parent support groups/seminars, better student and parent engagement programs	4/8/2019 12:49 PM

Q6 Are school programs to curb bullying, gang activity, and substance abuse adequate?

Answered: 32 Skipped: 0

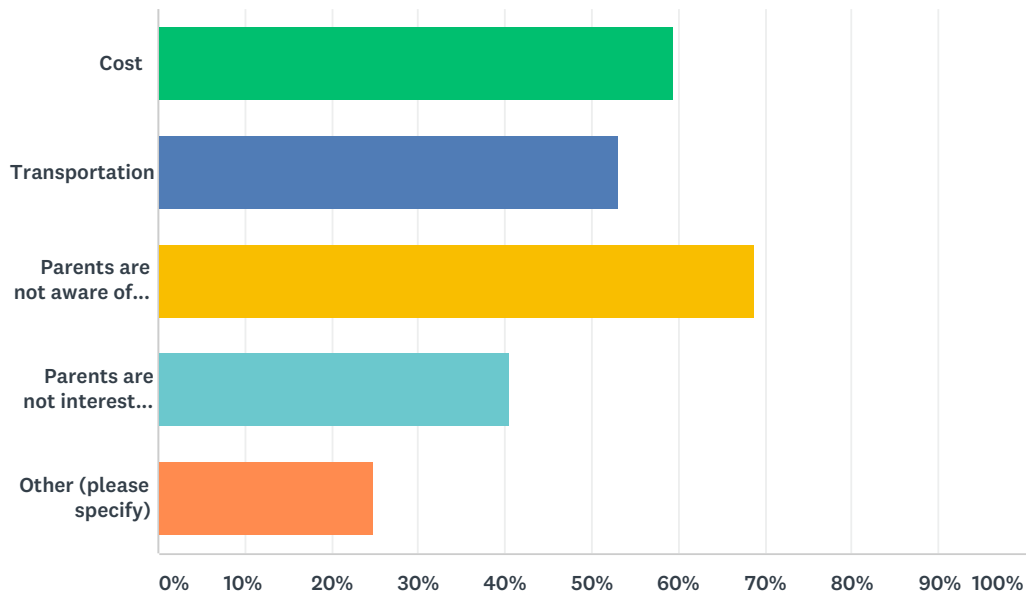


ANSWER CHOICES	RESPONSES
Yes	31.25% 10
No	59.38% 19
Other (please specify)	9.38% 3
TOTAL	32

#	OTHER (PLEASE SPECIFY)	DATE
1	I am not able to truthfully address this	4/19/2019 2:10 PM
2	do not have on sight, we are primary	4/10/2019 8:22 AM
3	With the growing and diversified population, there needs to be more student support programs	4/8/2019 12:49 PM

Q7 What do you think prevents students from participating in current youth programming? You may select more than 1 answer.

Answered: 32 Skipped: 0

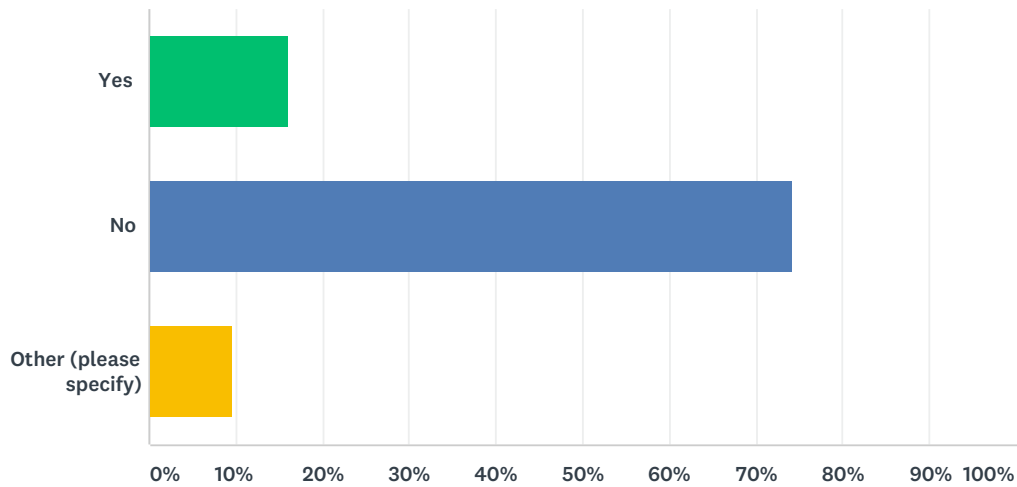


ANSWER CHOICES	RESPONSES
Cost	59.38% 19
Transportation	53.13% 17
Parents are not aware of available programs	68.75% 22
Parents are not interested in available programs	40.63% 13
Other (please specify)	25.00% 8
Total Respondents: 32	

#	OTHER (PLEASE SPECIFY)	DATE
1	Peer pressure to not get involved.	4/29/2019 1:32 PM
2	Limited availability due to cost and facilities	4/19/2019 2:10 PM
3	Variety of program	4/11/2019 1:22 PM
4	Schedule commitments. More casual events and activities vs. a team or season obligation.	4/10/2019 11:03 PM
5	parents are aware, but are in denial, do not want to waste time taking children, do not care - feel programs are not needed. Old saying, those that ask for help typically aren't the families/children who need it - parents are already supportive/proactive	4/10/2019 8:22 AM
6	Very limited availability of programs for teens.	4/9/2019 9:29 PM
7	Lack of being on-site	4/9/2019 2:42 PM
8	I also believe students are not interested in participating because it's not something a majority of their peers are interested in.	4/9/2019 9:15 AM

Q8 Do you believe there are enough programs in the community to keep kids engaged in positive activities after school?

Answered: 31 Skipped: 1



ANSWER CHOICES	RESPONSES
Yes	16.13% 5
No	74.19% 23
Other (please specify)	9.68% 3
TOTAL	31

#	OTHER (PLEASE SPECIFY)	DATE
1	Having been involved with the Boys & Girls Club programs, I know they are successful, keep kids out of trouble and enhance their and their family's lives. Hopefully programs can be expanded and include more kids in our community	4/19/2019 2:10 PM
2	There may be many programs available but they need to be promoted. At the start of the school year is a great time to have a sheet of resources/programs for parents. All teachers do a Back to School Night, and it would be powerful to make parents aware of all the programs available to them. At the start of the school year is when parents are highly motivated to do better for their children and make needed changes.	4/10/2019 3:37 PM
3	Not all students' interests are being met as there isn't a large variety of programs.	4/9/2019 3:32 PM

Q9 What suggestions do you have for new youth programs or activities?

Answered: 29 Skipped: 3

#	RESPONSES	DATE
1	Big brother, big sister programs. Public service job shadow programs in the city. Free bus card program for students who volunteer/work to tutor after school at library, transit station, schools. Buddy programs parents can have their special needs children signed up for a buddy hang out, ie movie, etc. Youth planting day. Youth mural day, Youth city scavenger hunt day. Youth personal safety events. Youth support groups for difficult situations. Youth bake off scholarship competition. Youth writers scholarship competition, sponsor youth-elderly card game competition days, youth fashion design competition, taste of Tracy event, raffle off event tickets to student, family story celebrity read night down town, etc.	5/4/2019 7:33 AM
2	Programs that will teach the kids to mentor and look out for one another. Kids are most influence by their peer groups and there are some positive role models.	5/1/2019 1:55 PM
3	A Teen Center with curriculum.	5/1/2019 11:04 AM
4	Support current programs and require collaboration with current providers to not duplicate efforts and give funding to encourage the creation of new programs.	4/29/2019 1:32 PM
5	More activities for teens	4/27/2019 9:45 AM
6	HOW TO "WALK THE WALK AND TALK THE TALK" in other words life skills.	4/25/2019 11:57 AM
7	Obviously prejudiced knowing the outcomes from successful programming. I would like to see a teen program organized.	4/19/2019 2:10 PM
8	Something that helps both the kids and community. Get seniors and kids together, learn from each other, while helping the community and earn rewards like groceries etc.	4/16/2019 2:53 PM
9	Try to do school based programs. Reinstitute basketball at elementary and middle schools. Bring back track at middle school, cheer leading. Maybe even offer youth swimming after school.	4/11/2019 1:22 PM
10	Programs for high school	4/11/2019 12:35 PM
11	Social and emotional tools to be resilient. Training on what to do when home life is non-existent or challenging	4/11/2019 11:30 AM
12	Boxing Club	4/11/2019 10:19 AM
13	Free STEAM activities in each neighborhood. Collaborative projects such as such as e-Nable.	4/10/2019 11:03 PM
14	-	4/10/2019 3:17 PM
15	A place where kids can go for free that offers resources such as tutoring, job help, sports, mentorship, etc.	4/10/2019 8:47 AM
16	none	4/10/2019 8:22 AM
17	Social Skills	4/10/2019 7:54 AM
18	Volunteer opportunities	4/10/2019 5:59 AM
19	I think programs that involve productivity of some sort, as opposed to entertainment, where students are engaged in activities that teach them discipline, problem-solving, and responsibility, and where they develop the self-esteem that comes from producing something of value. Check out programs in Los Angeles.	4/10/2019 5:41 AM
20	Wider variety, more evening/weekend activities parents can arrange to get them to. It is very difficult to get my own kids to activities with work schedules. Traveling after school community events.	4/9/2019 9:29 PM
21	A large variety of programs would be ideal, such as mini-vocational programs to hold the interest of the youth.	4/9/2019 3:32 PM
22	on campus programs that run after 6:00pm for super computers and before 6:00am	4/9/2019 2:49 PM

Mayor's Community Youth Support Network (MCYSN) - School Teacher & Administrator Survey 2019

23	Need to get HS students involved. Community service?	4/9/2019 2:42 PM
24	Love the football and sports programs	4/9/2019 2:36 PM
25	Interadisdistrict activities for all kids living in Tracy, more lower cost programs that kids are interested in (dances, cooking classes, book clubs, peer tutoring, skate and bike parks, etc)	4/9/2019 9:15 AM
26	Programs that focus on art, technology (Coding and keyboarding). Also physical activities and science.	4/9/2019 8:25 AM
27	Mentoring programs (i.e. Big Brothers/Big Sisters) Coding Music/Drama/Arts Homework Club Sports Programs	4/8/2019 6:54 PM
28	More opportunity for actual positive socialization such as activities in the community like bowling or social group meetings to engage students outside of computers.	4/8/2019 1:02 PM
29	I believe we need more after school and summer programs. We need more programs for children who are mentally and physically challenged at an affordable price.	4/8/2019 12:49 PM

Q10 What does your ideal community look like?

Answered: 29 Skipped: 3

#	RESPONSES	DATE
1	Balanced, harmonious working together.	5/4/2019 7:33 AM
2	A community where everyone is treated with respect and each one teaches one.	5/1/2019 1:55 PM
3	It works together as a whole.	5/1/2019 11:04 AM
4	A community that supports all people from the richest to the poorest, and a place where every life is valued.	4/29/2019 1:32 PM
5	More activities all over town	4/27/2019 9:45 AM
6	friendly, social and loyal.	4/25/2019 11:57 AM
7	Inclusion	4/19/2019 2:10 PM
8	One where everyone contributes in some way not just taking from others and not giving back.	4/16/2019 2:53 PM
9	I love Tracy. I raised my children here, and I spent a lot of money and time finding programs for them to participate in. I would love to see community resources go towards activities for our middle school aged children. Bowling leagues, more youth soccer, etc. I would love to see more school sanctioned scouting programs, and school based 4-H programs. We need to remind Tracy what Tracy is really about!	4/11/2019 1:22 PM
10	I think Tracy is a great community, but the cost of housing is way too high	4/11/2019 12:35 PM
11	A community that does not ignore the "forgotten generation". A community that gives all children the opportunity to unlock their God given potential through positive relationships	4/11/2019 11:30 AM
12	N/A	4/11/2019 10:19 AM
13	A safe, friendly, clean and welcoming environment that brings people together and brings out the best in each of us, for the good of all.	4/10/2019 11:03 PM
14	Schools and the community work together. Students with any kinds of needs and interests--academic, athletic, artistic, etc.--have a venue that is accessible to them.	4/10/2019 3:37 PM
15	No gangs, violence and all feeling safe. Clean streets, buildings and parks.	4/10/2019 3:17 PM
16	A safe place for my children to grow up. People looking after one another.	4/10/2019 8:47 AM
17	No homeless youth or adults	4/10/2019 8:22 AM
18	United and supportive of one another	4/10/2019 7:54 AM
19	I have no worry when my kids play and hangout with friends at neighbourhood streets or parks.	4/10/2019 5:59 AM
20	It is a place where functional families raise children who learn how to be productive, caring, and responsible citizens. There are community activities & events that build a sense of belonging.	4/10/2019 5:41 AM
21	One that embraces opportunities to volunteer and make a difference together. A safe community where children are safe to be outside playing and having fun. More community-wide events for teens and families.	4/9/2019 9:29 PM
22	One which works cooperatively with the schools, families and community members to encourage the youth to achieve its maximum potential.	4/9/2019 3:32 PM
23	Everyone working together to take care of our kids, community, and each other.	4/9/2019 2:50 PM
24	Kids would care about academics and their community; everyone would volunteer and help out their schools and after-school programs.	4/9/2019 2:42 PM

Mayor's Community Youth Support Network (MCYSN) - School Teacher & Administrator Survey 2019

25	Outdoor parks with activities for whole families, places for teens to hang out, ride bikes/skateboard, shaded areas for adults to gather, play structures for smaller children. A community pool that is a nice place to be with splash pads and water slides. Outdoor shopping malls with unique boutiques and eateries, with spaces for community members to gather and hang out, with nearby concerts/movies in a gathering area. I'd love to be able to grab a meal to go from a nearby restaurant and eat it while enjoying music or a movie. Monthly activities for kids, city can host (for a nominal fee) a movie night at the library, or a free play a a gymnastics studio, craft activities, dances, etc	4/9/2019 9:15 AM
26	A community where there are not homeless people living in the parks and on the streets. A place where our youth can go and feel safe outside of school.	4/9/2019 8:25 AM
27	Safe and happy people who work together to support all of our students and families	4/8/2019 6:54 PM
28	One that offers free and engaging community social functions that brings students together in a positive way outside of school.	4/8/2019 1:02 PM
29	My ideal community has a safe and progressive program in place for children starting at preschool up to high school. There should be numerous activities for families and children of all ages to involve themselves in.	4/8/2019 12:49 PM

Q11 How can the City of Tracy keep the lines of communication open with our school teachers and administrators?

Answered: 30 Skipped: 2

#	RESPONSES	DATE
1	TEACHER info nights. Publish city info letter. Resource page.	5/4/2019 7:33 AM
2	By holding town hall meetings that are specific to the issues in our school system that allow the public to have input on proposed solutions before they are implemented.	5/1/2019 1:55 PM
3	Be more present within the schools. Tabling, fliers, and internships.	5/1/2019 11:04 AM
4	Have regular information meetings and encourage on going participation in the governmental process. Sponsor academic and other events that engage the students in a way that they can learn more about the City's operations.	4/29/2019 1:32 PM
5	Emails	4/27/2019 9:45 AM
6	Ask them for their opinions.	4/25/2019 11:57 AM
7	n/a	4/19/2019 2:10 PM
8	More presenters from the city at the schools maybe a regular stationed at lunchtime to talk to or e-mails from the city on what's happening now?	4/16/2019 2:53 PM
9	Newsletters- email communication. Remember too to include our feeder districts- Jefferson, Banta, New J- as the kids all eventually wind up at Tracy High Schools.	4/11/2019 1:22 PM
10	Seeing the city leaders on campus more	4/11/2019 12:35 PM
11	A reliable source of information that does not pass us on to the next person because it's not their job. I tend to get a lot of voicemails when I try to get ahold of people at the city or district that often go unreturned.	4/11/2019 11:30 AM
12	Emails and quartly meetings within normal business hours	4/11/2019 10:19 AM
13	Maybe a liaison to visit and partner with the various schools and youth organizations to advocate on their behalf or to coordinate joint projects and establish open and ongoing communication.	4/10/2019 11:03 PM
14	This is an awesome start, thank you! Any message that the city of Tracy wants the schools to know should be emailed to all principals.	4/10/2019 3:37 PM
15	Ask our opinion on things (like this).	4/10/2019 3:17 PM
16	Open communication about the needs of our students and practical ways to help them achieve	4/10/2019 8:47 AM
17	contacts like this one	4/10/2019 8:22 AM
18	Flyers or emails. Inform the principals of information so they can tell us at staff meetings.	4/10/2019 7:54 AM
19	City leaders can spend time at school sites to see the people and environments they are serving. Come to school site staff meetings for Q & A sessions.	4/10/2019 5:41 AM
20	Questionnaires like this help. Communicating events through fliers or information about community events handed out at schools, more joint activities and planning.	4/9/2019 9:29 PM
21	Great question!	4/9/2019 3:32 PM
22	Is there someone who is a contact person at the City for teachers and administrators?	4/9/2019 2:50 PM
23	emails, flyers, surveys, open sessions	4/9/2019 2:49 PM
24	Quick, short emails; visit schools periodically for important events.	4/9/2019 2:42 PM
25	Like this with surveys	4/9/2019 2:36 PM
26	Continue to ask for input, advertise when seeking input, get teachers and administrators on city committees	4/9/2019 9:15 AM

Mayor's Community Youth Support Network (MCYSN) - School Teacher & Administrator Survey 2019

27	Our school face book page and site visits. We are also open to city representatives speaking at our Monday staff meetings.	4/9/2019 8:25 AM
28	Weekly email blasts	4/8/2019 6:54 PM
29	Send flyers and catalogs of what is offered	4/8/2019 1:02 PM
30	City of Tracy should have a go to person or people at each school site and at the district level to communicate with.	4/8/2019 12:49 PM

RESOLUTION 2019-

RECEIVE UPDATE ON THE MAYOR'S COMMUNITY YOUTH SUPPORT NETWORK (MCYSN) PROGRAM REASSESSMENT AND PROVIDE POLICY DIRECTION ON MCYSN PRIORITIES, A FUTURE PROGRAM SERVICE DELIVERY CONCEPT, AND FY 2019-20 GRANT ALLOCATION PROCESS

WHEREAS, Since 2008, the City of Tracy's Mayor's Community Youth Support Network (MCYSN) program, in partnership with local non-profit organizations, has provided funding to support a variety of youth intervention and crisis suppression services through the Reconnecting Our Youth (ROY) grant, and

WHEREAS, The City of Tracy has completed a reassessment of the MCYSN program through community outreach and stakeholder engagement, and provided a summary of the findings to the City Council, and

WHEREAS, Staff is requesting that the City Council provide policy direction on MCYSN priorities and a future service delivery concept, and

WHEREAS, The City of Tracy would like to limit the interruption of existing youth services offered through the MCYSN program while the new program model is being implemented, and recommends that the MCYSN ROY Grant open during Fiscal Year 2019-2020, and

NOW, THEREFORE, BE IT RESOLVED, that the City Council authorize staff to proceed with opening the MCYSN ROY Grant for Fiscal Year 2019-2020.

The foregoing Resolution _____ was adopted by the Tracy City Council on the 16th day of July, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 3.G

REQUEST

DISCUSS AND PROVIDE DIRECTION REGARDING PROPOSED WORK PLAN TO IMPLEMENT RECOMMENDATIONS FROM THE SAN JOAQUIN COUNTY GRAND JURY

EXECUTIVE SUMMARY

On June 6, 2019, the San Joaquin County Civil Grand Jury issued a report on its investigation about the conduct of the Tracy City Council. The report contained fifteen findings and six recommendations. On July 2, 2019, the City Council approved the City's responses to the report including the recommendations.

This item requests that Council discuss the attached draft work plan and provide direction to staff about the implementation of the Grand Jury's recommendations.

DISCUSSION

On June 6, 2019, the San Joaquin County Civil Grand Jury released a report on its investigation of the Tracy City Council titled "Tracy City Council: Restore the Public Trust" 2018-2019 Case No. 0418 (Report). The Report contained a total of fifteen findings and six recommendations. The Report focused on the following five topics:

1. Ethics Policy
2. City Council Conduct
3. Council Vacancy Appointment Process
4. Impact on Executive Staff Separations
5. Council Intrusion in City Operations

On July 2, 2019, the Council discussed the Report's findings and recommendations and approved responses to the Report in accordance with Penal Code Sections 933 and 933.05.

Attachment A outlines the Grand Jury's recommendations, the City's responses to those recommendations, and staff's proposed work plan. The work plan includes a brief description of the proposed work product, and identifies the lead department responsible for preparing the work product and process and timeline for Council discussion and action. Staff intends to prepare policies and reports that address the recommendations for Council consideration:

- (1) Draft Ethics Policy, including but not limited to Council Rules of Behavior
- (2) Draft Council Meeting Protocols, including but not limited to Public Decorum
- (3) Analyze alternative Council Vacancy Appointment Processes
- (4) Analyze an amendment of the Tracy Municipal Code to require a supermajority vote to remove the City Manager and City Attorney for Council review and direction

STRATEGIC PLAN

This is a routine operational item and is not related to any of the Council Strategic Plans.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

That the City Council discuss the proposed work plan and provide direction to staff.

Prepared, Reviewed, and Approved by: Jenny Haruyama, City Manager
Leticia Ramirez, Interim City Attorney

ATTACHMENT

A: Proposed Work Plan

PROPOSED WORK PLAN – GRAND JURY RECOMMENDATIONS

GRAND JURY RECOMMENDATIONS	COUNCIL RESPONSE	PROPOSED WORK PLAN
<p>1.1 The Tracy City Council create and adopt an Ethics Policy that governs the behavior of its elected officials, appointed officials, and senior staff by October 31, 2019.</p>	<p><i>This recommendation has not yet been implemented. The City will endeavor to draft and adopt an Ethics Policy by October 31, 2019.</i></p>	<p>1. Council Ethics Policy <i>Key Policy elements, include but are not limited to:</i></p> <ul style="list-style-type: none"> ▪ Form of Government ▪ Council Powers and Responsibilities ▪ Council Rules of Behavior ▪ Enforcement Accountability Measures ▪ Applicability to Council Advisory Bodies ▪ Ethics Policy Review and Update Processes <p><i>Policy Development Work Plan Schedule:</i></p> <ul style="list-style-type: none"> ▪ Council Strategic Planning Workshop Tentatively Scheduled for Early Fall 2019 ▪ Council Review of Draft Ethics Policy Tentatively Scheduled for September 17, 2019 ▪ Final Ethics Policy Tentatively Scheduled for Council Action on October 1, 2019 ▪ Lead Department: City Manager’s Office
<p>1.2 The Tracy City Council develop a “Rules of Behavior” document to be distributed to each Council member and posted in the Council Chambers and the closed meeting rooms by October 31, 2019.</p>	<p><i>This recommendation has not yet been implemented. Rules regarding expectations for City Council’s behavior and norms would be included in the City’s Ethics Policy.</i></p>	<p>2a. Council Rules of Behavior (e.g. Council Protocols)</p> <ul style="list-style-type: none"> ▪ Incorporated into the Ethics Policy ▪ Council Review of Draft Ethics Policy Tentatively Scheduled for September 17, 2019 ▪ Final Ethics Policy Tentatively Scheduled for Council Action on October 1, 2019. ▪ Lead Department: City Manager’s Office <p>2b. Updated Council Procedures (e.g. Council Protocols)</p> <p><i>Key Council Protocol elements, including but are not limited to:</i></p> <ul style="list-style-type: none"> ▪ Meeting Format ▪ Conduct of Public Meetings ▪ Public Decorum ▪ Agenda Preparation and Posting Procedures ▪ Items from the Audience

PROPOSED WORK PLAN – GRAND JURY RECOMMENDATIONS

		<p><i>Council Protocols Work Plan Schedule:</i></p> <ul style="list-style-type: none"> ▪ Review of Draft Protocol Revisions Tentatively Scheduled for October 15, 2019 ▪ Final Council Protocols Tentatively Scheduled for Council Action on November 5, 2019 ▪ Lead Department: City Attorney’s Office
<p>2.1 Tracy City Council members publicly agree to set aside their personal differences and conduct the public’s business in an efficient and respectful manner, by October 31, 2019.</p>	<p><i>This recommendation has not yet been implemented. The anticipated adoption of an Ethics Policy will serve as an opportunity for the Council as a body to proclaim its commitment to work together collaboratively.</i></p>	<p>3. Statement of Commitment to Conduct Public’s Business in an Efficient and Respectful Manner</p> <ul style="list-style-type: none"> ▪ Council Ethics Policy, anticipated for adoption on October 1, 2019 will include a statement consistent with the spirit and intent of this recommendation ▪ Lead Department: City Manager’s Office
<p>3.1 The Tracy City Council adopt a resolution for filling Council vacancies that is more responsive to the voice of the voters by appointing the next highest vote-getter from the previous election by December 31, 2019.</p>	<p><i>This recommendation requires further analysis and discussion. Staff will develop and present alternative Council vacancy selection processes for consideration.</i></p>	<p>4. Analysis of Alternative Council Vacancy Appointment Processes</p> <p><i>Analysis will include, but is not limited to:</i></p> <ul style="list-style-type: none"> ▪ State Law Requirements ▪ Council Vacancy Appointment Methods ▪ Recommended Approaches and Amendments for Consideration <p><i>Analysis Work Plan Schedule:</i></p> <ul style="list-style-type: none"> ▪ Analysis Discussion Tentatively Scheduled for October 15, 2019 ▪ Lead Department: City Attorney’s Office
<p>4.1 The Tracy City Council amend the Tracy City Municipal Code to require a supermajority vote of four (4) members of the City Council to remove the City Manager</p>	<p><i>This recommendation requires further analysis and discussion. Staff will evaluate the proposed ordinance amendment.</i></p>	<p>5. Analysis Regarding Amendment of Municipal Code to Require Supermajority Vote to Remove City Manager and City Attorney</p> <p><i>Analysis will include, but is not limited to:</i></p> <ul style="list-style-type: none"> ▪ Research of Existing Policies and Ordinances ▪ Survey of and Interview with Other Local Government Agencies ▪ Recommended Approaches and Findings

PROPOSED WORK PLAN – GRAND JURY RECOMMENDATIONS

<p>or City Attorney, by December 31, 2019.</p>		<p><i>Analysis Work Plan Schedule:</i></p> <ul style="list-style-type: none"> ▪ Analysis Discussion Tentatively Scheduled for November 5, 2019 ▪ Lead Department: Human Resources
<p>5.1 The Tracy City Council develop and implement a written protocol for sanctions or censure of Council members who violate the Tracy Municipal Code by failing to work through the City Manager to conduct City business, by December 31, 2019.</p>	<p><i>This recommendation requires further analysis and discussion. Staff will present options for accountability measures to be included in the Ethics Policy.</i></p>	<p>6. Written Protocol for Council Sanctions/Censure</p> <ul style="list-style-type: none"> ▪ Incorporated into Ethics Policy ▪ Council Review of Draft Ethics Policy Tentatively Scheduled for September 17, 2019 ▪ Final Ethics Policy Tentatively Scheduled for Council Action on October 1, 2019 ▪ Lead Department: City Manager’s Office

July 16, 2019

AGENDA ITEM 6.A

REQUEST

DESIGNATE VOTING DELEGATE AND UP TO TWO ALTERNATE VOTING DELEGATES FOR THE LEAGUE OF CALIFORNIA CITIES 2019 ANNUAL CONFERENCE BUSINESS MEETING

EXECUTIVE SUMMARY

Staff requests that Council designate a voting delegate and up to two alternate voting delegates for the upcoming League of California Cities Annual Conference Business Meeting.

DISCUSSION

The League of California Cities Annual Conference is scheduled for Wednesday, October 16, through Friday, October 18, 2019, in Long Beach, California.

An important part of the Annual Conference is the League of California Cities' Annual Business Meeting, held on Friday, October 18, 2019. At this meeting, the League membership considers and takes action on resolutions that establish League policy. In order to expedite the conduct of business at this policy-making meeting, each City Council should designate a voting delegate and up to two alternates who will be registered at the conference and present at the Annual Business Meeting. A voting card will be given to the City official designated on the Voting Delegate Form.

The League of California Cities has requested to receive the names of the delegates by Friday, August 30, 2019.

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

That Council designate, by resolution, a voting delegate and up to two alternate voting delegates for the League of California Cities 2019 Annual Conference Business Meeting.

Prepared by: Adrienne Richardson, City Clerk

Reviewed by: Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

A Correspondence from the League of California Cities dated June 10, 2019



Council Action Advised by August 30, 2019

CITY CLERK'S OFFICE
 2019 JUN 13 PM 1:01
 CITY OF TRACY

June 10, 2019

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
 League of California Cities Annual Conference – October 16 - 18, Long Beach**

The League's 2019 Annual Conference is scheduled for October 16 – 18 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 p.m. on Friday, October 18, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, October 4. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, October 16, 8:00 a.m. – 6:00 p.m.; Thursday, October 17, 7:00 a.m. – 4:00 p.m.; and Friday, October 18, 7:30 a.m.–11:30 a.m.. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Friday, October 4. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

2019 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, October 4, 2019. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email _____

Mayor or City Clerk _____ Date _____ Phone _____
(circle one) (signature)

Please complete and return by Friday, October 4, 2019

League of California Cities
ATTN: Darla Yacub
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: dyacub@cacities.org
(916) 658-8254

RESOLUTION 2019-

DESIGNATING A VOTING DELEGATE AND UP TO TWO ALTERNATE VOTING DELEGATES FOR THE LEAGUE OF CALIFORNIA CITIES 2019 ANNUAL CONFERENCE BUSINESS MEETING

WHEREAS, The League of California Cities Annual Conference is scheduled for October 16, through October 18, 2019, in Long Beach, California, and

WHEREAS, An important part of the Annual Conference is the Annual Business Meeting held on October 18, 2019, at which, the League membership takes action on resolutions that establish League policy, and

WHEREAS, In order to expedite the conduct of business at this policy-making meeting, each City Council designates a voting delegate and up to two alternates who will be registered at the conference and present at the Annual Business Meeting;

NOW , THEREFORE, BE IT RESOLVED, That City Council hereby designates _____ as the voting delegate and _____ and _____ as the alternate voting delegates for the League of California Cities 2019 Annual Conference Business Meeting

* * * * *

The foregoing Resolution 2019- was passed and adopted by the Tracy City Council on the 16th day of July, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK