

Tuesday, January 18, 2022, 7:00 P.M.

Tracy City Hall Chambers, 333 Civic Center Plaza, Tracy

Web Site: www.cityoftracy.org

THIS MEETING WILL BE OPEN TO THE PUBLIC FOR IN-PERSON AND REMOTE PARTICIPATION PURSUANT TO GOVERNMENT CODE SECTION 54953(e).

THIS MEETING WILL BE OPEN TO THE PUBLIC FOR IN-PERSON AND REMOTE PARTICIPATION. IN ACCORDANCE WITH THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH GUIDELINES, MASKS ARE REQUIRED FOR ALL INDIVIDUALS IN INDOOR PUBLIC SETTINGS INCLUDING ALL OF CITY HALL AND THE COUNCIL CHAMBERS.

MEMBERS OF THE PUBLIC MAY PARTICIPATE REMOTELY IN THE MEETING VIA THE FOLLOWING METHOD:

As always, the public may view the City Council meetings live on the City of Tracy's website at CityofTracy.org or on Comcast Channel 26/AT&T U-verse Channel 99. To view from the City's website, open the "Government" menu at the top of the City's homepage and select "[City Council Meeting Videos](#)" under the "City Council" section.

If you only wish to watch the meeting and do not wish to address the Council, the City requests that you stream the meeting through the City's website or watch on Channel 26.

Remote Public Comment:

During the upcoming City Council meeting public comment will be accepted via the options listed below. If you would like to comment remotely, please follow the protocols below:

- *Comments via:*
 - **Online by visiting** <https://cityoftracyevents.webex.com> and using the following **Event Number: 2552 875 2677** and **Event Password: TracyCC**
 - ***If you would like to participate in the public comment anonymously***, you may submit your comment in WebEx by typing "Anonymous" when prompted to provide a First and Last Name and inserting Anonymous@example.com when prompted to provide an email address.
 - **Join by phone by dialing +1-408-418-9388, enter 25528752677#8722922# Press *3 to raise the hand icon to speak on an item.**
- *Protocols for commenting via WebEx:*
 - *If you wish to comment on the "Consent Calendar", "Items from the Audience/Public Comment" or "Regular Agenda" portions of the agenda:*
 - *Listen for the Mayor to open that portion of the agenda for discussion, then raise your hand to speak by clicking on the Hand icon on the Participants panel to the right of your screen.*
 - *If you no longer wish to comment, you may lower your hand by clicking on the Hand icon again.*

- o *Comments for the “Consent Calendar” “Items from the Agenda/Public Comment” or “Regular Agenda” portions of the agenda will be accepted until the public comment for that item is closed.*

Comments received on Webex outside of the comment periods outlined above will not be included in the record.

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 (209/831-6105) 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. To facilitate the orderly process of public comment and to assist the Council to conduct its business as efficiently as possible, members of the public wishing to address the Council are requested to, but not required to, hand a speaker card, which includes the speaker's name or other identifying designation and address to the City Clerk prior to the agenda item being called. Generally, once the City Council begins its consideration of an item, no more speaker cards will be accepted. An individual's failure to present a speaker card or state their name shall not preclude the individual from addressing the Council. Each citizen will be allowed a maximum of five minutes for input or testimony. In the event there are 15 or more individuals wishing to speak regarding any agenda item including the “Items from the Audience/Public Comment” portion of the agenda and regular items, the maximum amount of time allowed per speaker will be three minutes. When speaking under a specific agenda item, each speaker should avoid repetition of the remarks of the prior speakers. To promote time efficiency and an orderly meeting, the Presiding Officer may request that a spokesperson be designated to represent similar views. A designated spokesperson shall have 10 minutes to speak. At the Presiding Officer'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 City Council direction. One motion, a second, and a roll call vote may enact the items listed on the Consent Calendar. No separate discussion of Consent Calendar items shall take place unless a member of the City Council, City staff or the public request discussion on a specific item.

Addressing the Council on Items not on the Agenda – The Brown Act prohibits discussion or action on items not on the posted agenda. The City Council's Meeting Protocols and Rules of Procedure provide that in the interest of allowing Council to have adequate time to address the agendized items of business, “Items from the Audience/Public Comment” following the Consent Calendar will be limited to 15-minutes maximum period. “Items from the Audience/Public Comment” listed near the end of the agenda will not have a maximum time limit. A five-minute maximum time limit per speaker will apply to all individuals speaking during “Items from the Audience/Public Comment”. For non-agendized items, Council Members may briefly respond to statements made or questions posed by individuals during public comment; ask questions for clarification; direct the individual to the appropriate staff member; or request that the matter be placed on a future agenda or that staff provide additional information to Council. 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.

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

Full copies of the agenda are available on the City's website: www.cityoftracy.org

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

PRESENTATIONS:

1. Certificate of Appointment – Parks and Community Services Commission
2. Certificate of Appointment – Tracy Arts Commission
3. Employee of the Year

1. CONSENT CALENDAR

- 1.A. APPROVAL OF DECEMBER 21, 2021 CLOSED SESSION AND REGULAR MEETING MINUTES
- 1.B. APPROVE THE FINAL SUBDIVISION MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 4086 - TRACY HILLS VILLAGE 11A, AND AUTHORIZE THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER
- 1.C. APPROVE THE FINAL SUBDIVISION MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 4085 - TRACY HILLS VILLAGE 10C, AND AUTHORIZE THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER
- 1.D. APPROVE A MASTER SERVICES AGREEMENT WITH AXON ENTERPRISE, INCORPORATED FROM FEBRUARY 1, 2022 TO JANUARY 31, 2026, NOT TO EXCEED \$510,000, FOR THE PURCHASE, ON-GOING MAINTENANCE, AND CLOUD BASED EVIDENCE SYSTEM, EVIDENCE.COM, FOR THE TRACY POLICE DEPARTMENT'S FLEET IN CAR CAMERA SYSTEM AND FIND IT IS IN THE BEST INTEREST OF THE CITY TO FORGO THE FORMAL BID PROCESS
- 1.E. THAT THE CITY COUNCIL OF THE CITY OF TRACY, ACTING AS THE GOVERNING BOARD OF THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF TRACY, APPROVE THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) 22-23
- 1.F. THAT THE CITY COUNCIL OF THE CITY OF TRACY, ACTING AS THE GOVERNING BOARD OF THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF TRACY, APPROVE THE LAST AND FINAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE
- 1.G. ADOPT A RESOLUTION MAKING FINDINGS AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY COUNCIL AND ALL LEGISLATIVE BODIES OF THE CITY OF TRACY FOR THE PERIOD FROM JANUARY 21, 2022 THROUGH FEBRUARY 19, 2022 PURSUANT TO THE BROWN ACT

- 1.H. REJECT BIDS FROM FBD VANGUARD CONSTRUCTION, INC., GRADETECH, INC., UNITED PAVEMENT MAINTENANCE, INC., AND J.J.R. CONSTRUCTION, INC. FOR THE ADA ACCESSIBILITY IMPROVEMENTS PROJECT, CIP 73177, AND AUTHORIZE STAFF TO RE-ADVERTISE THE PROJECT
2. ITEMS FROM THE AUDIENCE
3. REGULAR AGENDA
 - 3.A. DISCUSS CITY'S RESPONSE TO COVID-19 (VERBAL REPORT)
 - 3.B. PUBLIC HEARING TO CONSIDER ADOPTION OF THE CORE FEES DEVELOPMENT IMPACT FEE STUDY AND DEVELOPMENT IMPACT FEES FOR NEW DEVELOPMENT PROJECTS WITHIN THE CORE FEES AREA AND AUTHORIZE THE DEVELOPMENT SERVICES DIRECTOR TO ANNUALLY ADJUST THE CORE FEES ON JULY 1ST OF EACH YEAR USING THE ENGINEERING NEWS RECORD CONSTRUCTION COST INDEX
 - 3.C. REVIEW CITY REGULATIONS REGARDING BOATS, PARKING, AND STORAGE IN RESIDENTIAL NEIGHBORHOOD FRONT YARDS AND PROVIDE DIRECTION, IF APPROPRIATE
 - 3.D. PROVIDE DIRECTION ON DIGITAL BILLBOARD FOR ECONOMIC DEVELOPMENT PURPOSES
 - 3.E. DISCUSS EXTENSION OF THE CONCRETE BLOCK WALL AND ADDITIONAL SECURITY MEASURES AT EL PESCADERO PARK AND PROVIDE DIRECTION
 - 3.F. REVIEW AND DETERMINE APPOINTMENTS TO COUNCIL COMMITTEES AND OTHER COMMITTEES, BOARDS AND COMMISSIONS
 - 3.G. APPOINT ONE APPLICANT TO SERVE ON THE MEASURE V RESIDENTS' OVERSIGHT COMMITTEE
4. ITEMS FROM THE AUDIENCE
5. STAFF ITEMS
6. COUNCIL ITEMS
7. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

December 21, 2021, 5:00 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy

1. CALL TO ORDER – Mayor Young called the meeting to order at 5:04 p.m. for the purpose of a closed session to discuss the items outlined below.
 2. ROLL CALL – Roll call found Council Members Arriola, Bedolla, Davis, Mayor Pro Tem Vargas and Mayor Young present.
 3. ITEMS FROM THE AUDIENCE – None.
 4. Request to Conduct Closed Session
 - A. Conference with Legal Counsel – Existing Litigation (Gov. Code Section 54956.9(d)(1))
 - i. Case Title: MARY MITRACOS, v. CITY OF TRACY, and SURLAND COMMUNITIES, LLC, CASE NO. C093383; COURT OF APPEAL, STATE OF CALIFORNIA THIRD APPELLATE DISTRICT
 - B. Conference with Legal Counsel – Existing Litigation (Gov. Code Section 54956.9(d)(4))

National Prescription Opiate Litigation (U.S.D.C. Case No. 1:17-CV-2804)
- Council Member Davis announced she will be recusing herself from item 4.A pending determination from the FPPC.
- ACTION:** Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Arriola to recess to closed session. Roll call found all in favor; passed and so ordered. Time: 5:07 p.m.
5. Mayor Young reconvened the meeting to open session at 6:20 p.m.
 6. REPORT OF FINAL ACTION – Greg Rubens, Interim City Attorney stated regarding Item 4.B – existing litigation opiate settlement, Council decided by unanimous vote to participate in that settlement and authorize the City Manager to sign the agreement.
 7. COUNCIL ITEMS AND COMMENTS – Mayor Pro Tem Vargas stated she previously requested and was told she could not instruct the City Attorney to send a letter to FPPC to seek a legal opinion on Government Code 82048 related to negotiations or having an arrangement regarding proposed perspective employment as an employee leaving the City of Tracy. There is a cooling period and Code 1090 of the FPPC also describe that a person, employee, public official or members or officers or consultants of the local agencies cannot seek employment, interview or accept employment within a year after leaving their office. Mayor Pro Tem Vargas asked the City Attorney to reach out to the FPPC to look into the 1090 possible conflict of interest on this matter and report back to Council.

Greg Rubens, Interim City Attorney stated that type of decision is something more appropriate for closed session that can be brought back at the next meeting.

Mayor Pro Tem Vargas responded she is fine if it is covered in closed session but wanted to make sure that the professional courtesy between employees doesn't override common sense and legal. There are Government Codes and FPPC guidance that have been trumped and not followed, requested a legal opinion and for the public to know we are doing the right thing.

Mayor Young stated it connects to another issue Council needs to discuss in closed session and supported Mayor Pro Tem Vargas's request and combine the two items together.

Mr. Rubens stated he will try to bring it back on January 18, 2022, or February 1, 2022.

8. ADJOURNMENT- Time: 6:26 p.m.

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

The agenda was posted at City Hall on December 16, 2021. The above are action minutes.

ATTEST:

Mayor

City Clerk

December 21, 2021, 7:00 p.m.

City Hall, 333 Civic Center Plaza, Tracy

Web Site: www.cityoftracy.org

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

Mayor Young led the Pledge of Allegiance.

Priest Atul Batra, Sant Nirankari Mission offered the invocation.

Roll call found Council Members Arriola, Bedolla, Davis, Mayor Pro Tem Vargas and Mayor Young present.

Mayor Young presented National Slavery and Human Trafficking Prevention Month proclamation to Brian Pekari, and students from the San Joaquin County Trafficking Task Force.

1. CONSENT CALENDAR – Following the removal of consent item 1.G by Council Member Davis and 1.N by Alice English, motion was made by Mayor Pro Tem Vargas and seconded by Council Member Arriola to adopt the consent calendar. Roll call found all in favor, passed and so ordered.
 - 1.A ADOPTION OF DECEMBER 7, 2021 CLOSED SESSION AND REGULAR MEETING MINUTES – **Minutes were adopted.**
 - 1.B APPROVE THE ANNUAL REPORT ON DEVELOPMENT IMPACT FEE REVENUES, EXPENDITURES AND FINDINGS REGARDING UNEXPENDED FUNDS FOR FISCAL YEAR 2020-2021 IN ACCORDANCE WITH THE MITIGATION FEE ACT (AB 1600)– **Resolution 2021-190** approved the Annual Report.
 - 1.C ADOPT A RESOLUTION MAKING FINDINGS AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY COUNCIL AND ALL LEGISLATIVE BODIES OF THE CITY OF TRACY FOR THE PERIOD FROM DECEMBER 22, 2021 THROUGH JANUARY 20, 2022 PURSUANT TO THE BROWN ACT – **Resolution 2021-191** adopted findings and authorized remote teleconference.
 - 1.D AUTHORIZE THE PURCHASE OF CRADLEPOINT WIRELESS ROUTER EQUIPMENT, INSTALLATION AND ON-GOING MONTHLY DATA FEE TO PROVIDE WIRELESS DATA SUPPORT FOR TRACY POLICE DEPARTMENT'S FLEET OF MOBILE DATA COMPUTERS (MDCs) AND APPROPRIATE \$285,550 FROM THE EQUIPMENT FUND FOR THIS PURCHASE– **Resolution 2021-192** authorized the purchase of Cradlepoint Wireless Router equipment, installation and monthly data fee.
 - 1.E WAIVE SECOND READING AND ADOPT ORDINANCE 1323, AN ORDINANCE OF THE CITY OF TRACY LEVYING SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT NO. 2021-2 (MAINTENANCE AND PUBLIC SERVICES) – **Ordinance 1323 was adopted.**

- 1.F WAIVE SECOND READING AND ADOPT ORDINANCE 1324, AN ORDINANCE OF THE CITY OF TRACY AMENDING CHAPTER 5.20 "INTEGRATED SOLID WASTE REGULATIONS" OF THE TRACY MUNICIPAL CODE REGARDING THE HANDLING AND DISPOSAL OF REFUSE, RECYCLABLE MATERIALS, AND ORGANIC MATERIALS – **Ordinance 1324 was adopted.**
- 1.H AUTHORIZE THE APPOINTMENT OF SIX YOUTH COMMISSIONERS TO THE YOUTH ADVISORY COMMISSION – **Resolution 2021-193** authorized the appointment of six Youth Advisory Commissioners.
- 1.I APPROVE A RESOLUTION EXPRESSING SUPPORT FOR LEGISLATION TO FURTHER STRENGTHEN LOCAL AUTHORITY AND CONTROL RELATED TO LOCAL ZONING AND HOUSING POLICY – **Resolution 2021-194** approved support for legislation to strengthen local authority and control related to local zoning and housing policy.
- 1.J APPROVING SIDE LETTERS BETWEEN THE CITY OF TRACY AND THE TRACY MID-MANAGERS BARGAINING UNIT AND GENERAL TEAMSTERS LOCAL NO. 439, I.B.T.; REVISING COMPENSATION AND BENEFIT PLANS FOR THE CONFIDENTIAL EMPLOYEE UNIT, LIMITED SERVICE EMPLOYEES AND DEPARTMENT HEADS; AUTHORIZING THE CITY MANAGER TO APPROVE SIDE LETTER AGREEMENTS; AND AUTHORIZING AN AMENDMENT TO THE POSITION CONTROL ROSTER AND THE CITY MASTER SALARY SCHEDULES TO REFLECT THE ELIMINATION OF SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY POSITIONS AND COMPLY WITH STATE OF CALIFORNIA MINIMUM WAGE ORDER– **Resolution 2021-195** approved side letters and revised Compensation and Benefit Plans.
- 1.K AUTHORIZE THE USE OF THE UNITED STATES GENERAL SERVICES ADMINISTRATION COOPERATIVE PURCHASE AGREEMENT WITH SPRUNG INSTANT STRUCTURES, INC. (CONTRACT NO. 47QSWA19D005G) FOR THE PURCHASE OF A SIXTY (60) FOOT WIDE BY ONE HUNDRED FIVE (105) FOOT LONG HIGH TENSION MEMBRANE STRUCTURE, DELIVERY, AND ASSOCIATED TECHNICAL CONSULTANT FEE, FOR A NOT-TO-EXCEED AMOUNT OF \$455,000, TO BE INSTALLED AS PART OF THE SITE IMPROVEMENTS AT THE TEMPORARY EMERGENCY HOUSING PROJECT, CIP 71112, AT 370 ARBOR AVENUE – **Resolution 2021-196** authorized the use of the United States General Services Administration Cooperative Purchase Agreement with Sprung Instant Structures, Inc.
- 1.L AUTHORIZE THE PURCHASE OF PRE-MANUFACTURED COMMERCIAL KITCHEN STRUCTURE, FROM KITCHENS TO GO, BY MOBILE MODULAR, FOR AN AMOUNT NOT-TO-EXCEED \$673,000, TO BE INSTALLED AS PART OF THE SITE IMPROVEMENTS AT THE TEMPORARY EMERGENCY HOUSING PROJECT, CIP 71112, AT 370 ARBOR AVENUE– **Resolution 2021-197** authorized the purchase of pre-manufactured commercial kitchen structure from Kitchens to Go by Mobile Modular.
- 1.M AUTHORIZE THE PURCHASE OF PRE-MANUFACTURED RESTROOM, SHOWER, LAUNDRY, STORAGE AND MECHANICAL BUILDING STRUCTURES IN THE AMOUNT OF \$530,500 FROM LINKED EQUIPMENT, INC. TO BE INSTALLED AS

PART OF THE SITE IMPROVEMENTS AT THE TEMPORARY EMERGENCY HOUSING PROJECT, CIP 71112, AT 370 ARBOR AVENUE – Resolution 2021-198
authorized the purchase of pre-manufactured restroom, shower, laundry, storage and mechanical building structures from Linked Equipment, Inc.

- 1.G WAIVE SECOND READING AND ADOPT ORDINANCE 1325, AN ORDINANCE OF THE CITY OF TRACY AMENDING CHAPTER 2.04 (CITY COUNCIL ORGANIZATION AND PROCEDURE) OF TITLE 2 (ADMINISTRATION) OF THE TRACY MUNICIPAL CODE TO AMEND SECTION 2.04.030 “COUNCIL MEMBER AND ELECTED MAYOR COMPENSATION”

Council Member Davis pulled the item to be consistent with her previous vote on December 7, 2021.

Adrianne Richardson, City Clerk provided the staff report.

There was no public comment.

There were no comments from Council.

ACTION: Motion was made by Council Member Arriola and seconded by Mayor Pro Tem Vargas to adopt **Ordinance 1325**, an ordinance of the City of Tracy amending Chapter 2.04 (City Council Organization and Procedure) of Title 2 (Administration) of the Tracy Municipal Code to Amend Section 2.04.030 “Council Member and Elected Mayor Compensation”. Roll call found Council Members Arriola, Bedolla, Mayor Pro Tem Vargas and Mayor Young in favor; passed and so ordered. Council Member Davis opposed.

- 1.N APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH TRACY COMMUNITY CONNECTIONS CENTER (TCCC) TO OPERATE A TEMPORARY SEASONAL WARMING CENTER IN THE AMOUNT NOT TO EXCEED \$187,000 AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT, AND AUTHORIZE THE DONATION OF A CITY SURPLUS VEHICLE VALUED AT \$4,000 TO TCCC TO ASSIST WITH TRANSPORTATION SERVICES TO AND FROM THE WARMING CENTER

Alice English pulled the item to ask how they came up with the amount of \$187,000, and thanked Bubba Paris for helping the homeless.

Vanessa Carrera, Assistant to the City Manager responded to Ms. English’s and Council’s questions.

City Council comments followed.

Bubba Paris shared his intent with the warming center and budget and stated they will make sure they do it right and shared his promise to engage every group he can to make sure it is run in the best possible way.

Daniel Helm applauded what is being done and asked why the City did not get in front of this, and asked instead of this becoming a crisis can we start talking about this in September so there is no last minute scramble.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Arriola to adopt **Resolution 2021-199** approving a Professional Services Agreement with Tracy Community Connections Center for the operation of a temporary seasonal warming center. Roll call found all in favor; passed and so ordered.

2. ITEMS FROM THE AUDIENCE – Daniel Helm spoke about an epidemic of people who do not know how to use head lights and shared concerns regarding dirt bikes in large packs speeding, and stated the Police Department needs to be more proactive.

Charlene Astarga spoke about difficulties on the corner of Wagtail and MacArthur for vehicles getting onto MacArthur due to a City of Tracy vehicle parked on the corner, and crews cutting down trees also.

Damien Gray spoke about El Pescadero Park being taken away due to the homeless and shared her concerns regarding safety being taken away from children and paying taxes for a park that she cannot take her grandchildren to.

Robert Tanner referred to the Boise lawsuit stating as long as this town does not have a homeless shelter people cannot be kicked out of public places such as the parks. The shelter will not be built until June/July and that is only phase 1. In last week or two people have made comments that Team Tracy is like a basketball team in bottom rank.

Alice English shared her concerns regarding misinformation related to I-205/TOD at the November 16, 2021 meeting, Council talking about the public, and responded to comments made by Mayor Pro Tem Vargas on November 16, 2021, and shared concerns regarding personal attacks.

Mayor Pro Tem Vargas disagreed with the comments made by Ms. English and stated it is unfortunate she continues to be destructive in our meetings.

3. REGULAR AGENDA

DEVIATION

- 3.E RECEIVE REPORT ON iHUB SAN JOAQUIN INNOVATION AND TECHNOLOGY ECONOMIC DEVELOPMENT ACTIVITIES AND PROVIDE A STATUS UPDATE FOR THE INCLUSIVE INNOVATION iHUB PROGRAM (iHUB2) GRANT APPLICATION

Michael Nimon, Economic Development Manager provided the staff report.

Brenna Butler Garcia, Vice President of Community Relations for A.G. Spanos Companies representing founding board member of iHUB and Bob Gutierrez,

representing founding member of iHUB - San Joaquin Partnership provided a presentation and information regarding iHUB.

Kathleen Mariano Junqueiro asked about the cost for the City's partnership for the organization, and stated she was happy to hear it helps more of the business community.

Council questions and comments followed.

Council accepted the report on iHUB San Joaquin innovation and technology economic development activities and status update for the inclusive innovation iHUB program (iHUB2) grant application.

3.A DISCUSS CITY'S RESPONSE TO COVID-19 (VERBAL REPORT)

Carissa Lucas, Public Information Officer provided an update and presentation on the City's response to COVID-19.

Council questions and comments followed.

Council accepted the report.

3.B PUBLIC HEARING TO CONSIDER A PROPOSED INCREASE TO SOLID WASTE RATES AND ADOPT THE PROPOSED SOLID WASTE RATES AT THE CONCLUSION OF THE PUBLIC HEARING

Mayor Young opened the public hearing.

Connie Vieira, Management Analyst provided the staff report.

Marva Sheehan, HF&H Consultants provided information on rates on other cities and responded to questions.

City Council questions followed.

Karin Schnaider, Finance Director responded to Council questions.

Scott Stortroen, Tracy Delta Disposal responded to Council questions.

Charlene Astarga, Kathleen Mariano Junqueiro, Nick Holburg, Tracy resident, Robert Tanner, Steve Wampler, Dotty Nygard, Terry Brown, Chejan Ju, new resident, Curtis Bryant, Karen Moore, Ram, and Michel Bazinet shared their opposition to the proposed solid waste rate increase and spoke about the following various concerns: High increase amount, time of year the mailing went out, bin size, garbage company contract and best practices, pick up frequency for recycle bins, potential of seeking grants, lack of education and communication, fly issues, and going out to bid.

Mayor Young asked if there were any other written protests to be submitted.

Council questions and comments followed.

Mayor Young closed the public hearing.

Council questions and comments continued.

Adrienne Richardson, City Clerk announced there were 915 written protests submitted. There are 25,106 parcels receiving service. Assuming that all protests submitted are valid, a majority protest of 50% plus one has not been achieved.

Council questions and comments continued.

ACTION: Motion was made by Council Member Bedolla to accept the rate study for residential and commercial rates and implementing the year to year increases at 25% of the numbers shown. There was no second to the motion.

Tracy Disposal responded to the proposed motion regarding the recovery to Tracy Disposal.

Greg Rubens, Interim City Attorney clarified a motion, and Mayor Young agreed with the motion.

ACTION: Motion was made by Mayor Young and seconded by Mayor Pro Tem Vargas to adopt the recommended rates for the first two years (23% first year and 12.9% second year) and no increases after that and adopt the commercial side of the rates and to come back at year three or sooner after looking at level of service assessment (bin size and service frequency). Roll call found Mayor Pro Tem Vargas and Mayor Young in favor. Council Members Arriola, Bedolla and Davis opposed. Motion failed.

Council discussion continued.

ACTION: Council Member Bedolla motioned to adopt the rate study at 30% of the figure shown and have a future conversation to find out how to make up that shortfall.

Council discussion continued.

Council Member Bedolla restated his motion as implement the rate study, there will be future conversation but for the first two years at 30% of the rate shown for residential and as we get information if adjustments are needed.

There was no second to the motion.

ACTION: Mayor Pro Tem Vargas proposed continuing the item. Council Member Davis seconded the proposal.

Mr. Rubens clarified if the public hearing is continued, staff will have to re-notice this public hearing also. A special Counsel assisted us on this and staff will have

to check with them. If it can be done, staff will do so, if not staff will have to push it out and approve the notice at a future meeting and then 45 days later, we can come back to this hearing.

Council Member Davis withdrew her support on the motion.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Davis to continue item 3.B to the next possible meeting with staff bringing additional information requested during this conversation. Roll call found all in favor; passed and so ordered.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Mayor Young to continue items 3.C, 3.D to January 18, 2022, and 3.F to a date appropriate. Roll call found all in favor; passed and so ordered.

Mayor Young called a recess at 12:59 a.m.

Mayor Young reconvened the meeting at 1:07 a.m.

3.C PUBLIC HEARING TO CONSIDER AMENDING THE ZONE DISTRICT OF TWO SITES: (1) APPROXIMATELY 35 ACRES LOCATED ON THE NORTH SIDE OF VALPICO ROAD, APPROXIMATELY ONE-QUARTER MILE EAST OF TRACY BOULEVARD; AND (2) APPROXIMATELY 4.6 ACRES NORTHWEST OF THE INTERSECTION OF THIRD STREET AND EVANS STREET – APPLICANTS ARE JUAN BAUTISTA AND THE CITY OF TRACY – APPLICATION NUMBERS R21-0005 AND R21-0002 – **Item moved to January 18, 2022.**

3.D PUBLIC HEARING TO CONSIDER ADOPTION OF THE CORE FEES DEVELOPMENT IMPACT FEE STUDY AND DEVELOPMENT IMPACT FEES FOR NEW DEVELOPMENT PROJECTS WITHIN THE CORE FEES AREA AND AUTHORIZE THE DEVELOPMENT SERVICES DIRECTOR TO ANNUALLY ADJUST THE CORE FEES ON JULY 1ST OF EACH YEAR USING THE ENGINEERING NEWS RECORD CONSTRUCTION COST INDEX – **Item moved to January 18, 2022.**

3.F PROVIDE DIRECTION ON DIGITAL BILLBOARD FOR ECONOMIC DEVELOPMENT PURPOSES – **Item moved to date appropriate.**

3.G APPOINT THREE APPLICANTS TO SERVE ON THE CITY OF TRACY ARTS COMMISSION AND ONE APPLICANT TO THE PARKS AND COMMUNITY SERVICES COMMISSION

Adrienne Richardson, City Clerk provided the staff report.

Council Member Davis announced the Council subcommittee's recommendation for the Tracy Arts Commission.

ACTION: Motion was made by Council Member Davis and seconded by Mayor Pro Tem Vargas to approve the subcommittee's recommendations and appoint Trevor

Skinner and reappoint Nila Dhugga and Taranjit Sandhu to the Tracy Arts Commission to serve a 4-year term beginning on January 1, 2022 and ending on December 31, 2025. Roll call found all in favor; passed and so ordered.

Mayor Pro Tem Vargas announced the Council subcommittee's recommendation for the Parks and Community Services Commission.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Mayor Young to reappoint Todd Lieberg to the Tracy Parks and Community Services Commission to serve a 4-year term beginning January 3, 2022 and ending on December 31, 2025 and place the following candidates on a 12-month eligibility list for the Parks and Community Services Commission: Jacquelyn Nott, Craig Schwab, Rajpal Dhillon. Roll call found all in favor; passed and so ordered.

3.H APPOINTMENT OF AN ALTERNATE COUNCIL SUBCOMMITTEE MEMBER TO INTERVIEW APPLICANTS TO FILL ONE VACANCY AND TWO TERM EXPIRATIONS ON THE MEASURE V RESIDENTS' OVERSIGHT COMMITTEE AND DISCUSS AMENDING THE COUNCIL POLICY REGARDING SELECTION PROCESS FOR COUNCIL APPOINTEE BODIES SUCH AS BOARDS AND COMMISSIONS

Adrianne Richardson, City Clerk provided the staff report.

Council Member Davis volunteered to serve as an alternate on the Council subcommittee to interview the Measure V Residents' Oversight Committee applicants.

Council questions and comments followed.

ACTION: Motion was made by Council Member Arriola and seconded by Mayor Pro Tem Vargas to appoint Council Member Bedolla and Council Member Davis as alternate to interview the applicants for the Measure V Residents' Committee. Roll call found all in favor; passed and so ordered.

ACTION: Motion was made by Council Member Bedolla and seconded by Mayor Pro Tem Vargas to adopt **Resolution 2021-200** approving a Council policy establishing a selection process for appointments to City Advisory Bodies and repealing Resolution No. 2021-131. Roll call found all in favor; passed and so ordered.

4. ITEMS FROM THE AUDIENCE – None

5. STAFF ITEMS – None

6. COUNCIL ITEMS – Mayor Pro Tem Vargas wished everyone a happy Christmas and holidays.

Council Member Arriola wished everyone merry Christmas and a happy new year and welcomed everyone to the warming center that will be opening up tonight at Good Shepherd Community Church on the corner of Parker and Eaton.

Council Member Davis wished everyone a safe, blessed and merry Christmas and a happy and prosperous new year.

Mayor Young wished everyone merry Christmas, a safe holiday as we travel and happy new year.

7. ADJOURNMENT – Time: 1.21 a.m., Wednesday, December 22, 2021.

ACTION: Motion was made by Council Member Davis and seconded by Council Member Bedolla to adjourn. Roll call found all in favor; passed and so ordered.

The above agenda was posted at the Tracy City Hall on December 16, 2021. The above are action minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

AGENDA ITEM 1.B

REQUEST

APPROVE THE FINAL SUBDIVISION MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 4086 - TRACY HILLS VILLAGE 11A, AND AUTHORIZE THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

EXECUTIVE SUMMARY

City staff requests that the City Council approve the Final Subdivision Map for Tract 4086 - Tracy Hills Village 11A, for subdivision into 45 single-family residential lots and numerous other parcels. Approval of the Final Subdivision Map will facilitate recordation of the Final Subdivision Map, the construction of in-tract improvements, and the issuance of the building permits to construct the residential houses. Lennar Homes of California, Inc., a California Corporation (Developer), has signed the Subdivision Improvement Agreement (SIA) and posted the required security to guarantee completion of the improvements required as a condition of approval of the Final Subdivision Map.

DISCUSSION

On November 10, 2020, the City Council adopted the Tracy Hills Specific Plan Amendment for the Tracy Hills Phase 1B/1C and approved various related land use entitlements, including certain Small-Lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1B, pursuant to Resolution No. 2020-188 (VTSM). The VTSM includes 432 single-family residential lots, park parcels, Homeowner's Association recreation area parcel, dual-use retention basin parcel, and numerous other parcels to be owned and maintained by Homeowners Association, Developer or City, on approximately 309.9 acres located in the Tracy Hills Specific Plan Area, west of Tracy Hills Phase 1A in the vicinity of Tracy Hills Drive. Attachment A shows the overall Tracy Hills Phase 1B project area and the location of the subject Final Subdivision Map for Tract 4086 - Tracy Hills Phase 11A.

The Developer is requesting approval of the Final Subdivision Map for Tract 4086 - Tracy Hills Village 11A to create 45 single-family residential lots and other associated parcels located on approximately 12.0 acres within the boundaries of and in conformance with the VTSM. The Final Subdivision Map for Tract 4086 - Tracy Hills Phase 11A (Attachment B) has been prepared on behalf of the Developer and reviewed by the Engineering Division.

The Conditions of Approval for the VTSM require the Developer to design and construct certain on-site improvements connected with the approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards. Improvement Plans for the required public street and utility improvements have been prepared on behalf of the Developer and approved by the City Engineer. Landscape Improvement Plans for the required landscape and irrigation improvements in the parkway strips within the public streets are still under review by the City Engineer and will be incorporated into and made part of the SIA upon approval by the City Engineer. Since the required improvements will not be completed prior to the recordation

of the Final Subdivision Map, the Developer has requested to execute the SIA to guarantee the completion of the improvements as authorized by Government Code Section 66462.

The SIA (Attachment C) addresses construction of the public streets, utilities and other in-tract improvements associated with the 45 single-family residential lots and other facilities that will be constructed by the Developer as part of Tract 4086 - Tracy Hills Village 11A.

The SIA is intended to replace and supersede the Inspection Improvement Agreement for Tract 4086 - Tracy Hills Village 11A that was approved by the City Manager on September 3, 2021, and executed by the City and Developer, which allowed the Developer to proceed with the construction and installation of the required public improvements at its own risk prior to the Engineering Division's completion of the review and approval of the appurtenant plans and specifications.

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

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

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

FISCAL IMPACT

The Developer has paid the applicable engineering review fees, which include the cost of review of the Improvement Plans and Final Map and processing the Agreement.

STRATEGIC PLAN

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

RECOMMENDATION

Staff recommends that the Tracy City Council, by resolution, approve the Final Subdivision Map and Subdivision Improvement Agreement for Tract 4086 - Tracy Hills Village 11A, and authorize the City Clerk to file the Subdivision Improvement Agreement with the Office of the San Joaquin County Recorder.

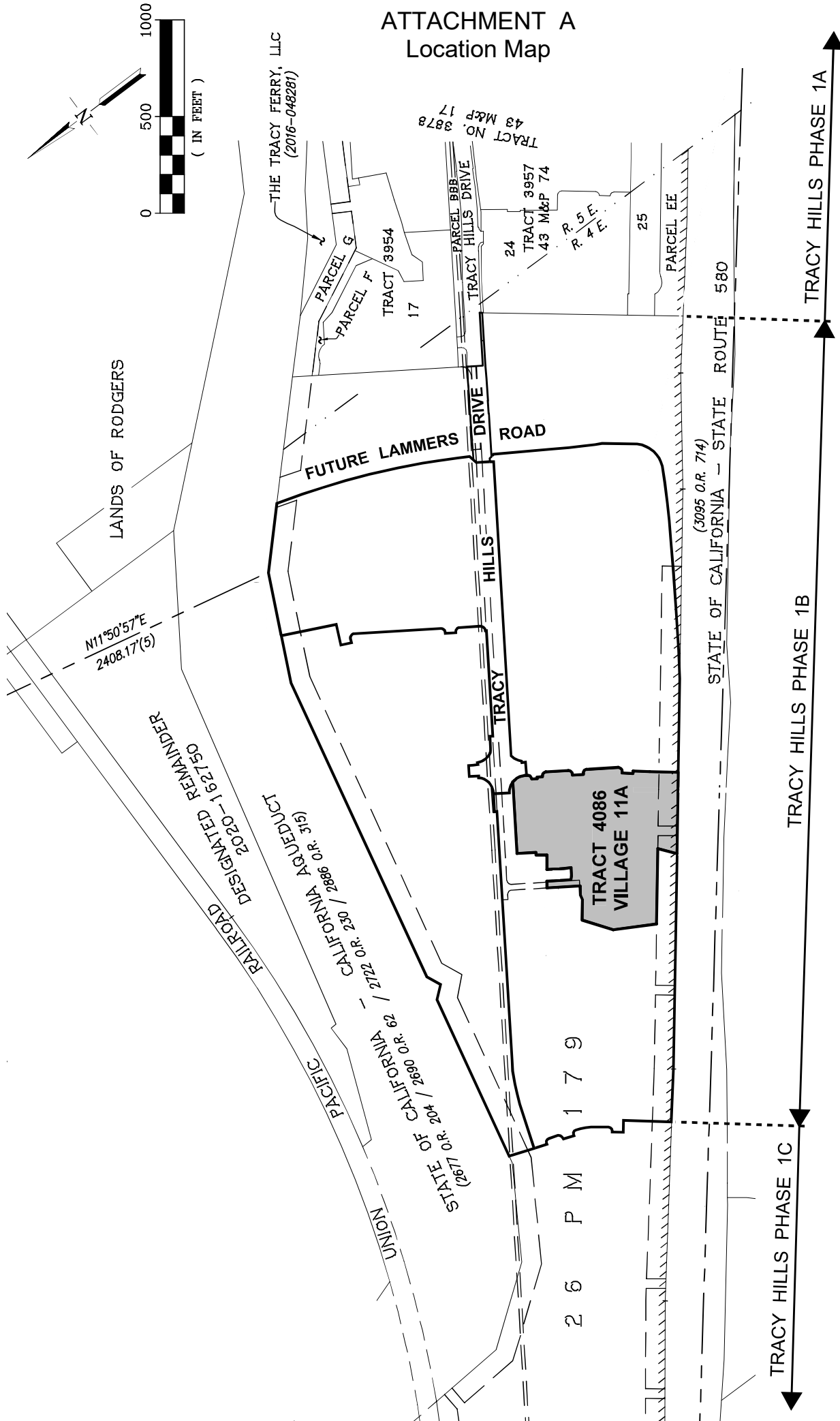
Prepared by: Doug Rodgers, SNG & Associates, Inc.

Reviewed by: Robert Armijo, City Engineer / Assistant Director of Development Services
William Dean, Interim Director of Development Services
Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENTS

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



TRACT NO. 4086
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 11A

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2 AND 3
AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020
IN BOOK 26 OF PARCEL MAPS AT PAGE 179
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 12, T. 3 S., R. 4 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
AUGUST 2021

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 4086, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 11A," CITY OF TRACY, CALIFORNIA, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY, IN FEE, FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "NEEDHAM AVENUE, SANTI LANE, TELLUERDE AVENUE", AND "RENIUM PLACE" WITHIN THE BOUNDARY OF THIS MAP ARE FOR THE PURPOSE OF PUBLIC STREETS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE CITY OF TRACY SHALL RESERVE THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE 1-FOOT WIDE ACCESS RESERVE STRIP SHOWN AT THE WEST END OF TELLUERDE AVENUE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY, IN FEE, FOR PUBLIC UTILITY PURPOSES: THE AREA DESIGNATED AS "PARCEL E" FOR THE PURPOSE OF WATER TANK AND PUMP STATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE HOMEOWNERS ASSOCIATION: THE AREAS DESIGNATED IN THIS MAP AS PARCELS "A", "B", "C", AND "D".

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

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

THE REAL PROPERTY DESCRIBED BELOW IS RESERVED AS AN EASEMENT FOR PRIVATE PURPOSES: THE AREAS DESIGNATED AS "LANDSCAPE MAINTENANCE EASEMENT" OR "LME" ARE FOR LANDSCAPING PURPOSES. SAID AREAS SHALL BE CONVEYED TO THE HOMEOWNERS ASSOCIATION OF THIS SUBDIVISION BY SEPARATE INSTRUMENT.

THE UNDERSIGNED HEREBY RELINQUISH TO THE PUBLIC FOREVER ALL ABUTTERS RIGHTS OF ACCESS FOR PRESENT AND FUTURE INTERESTS IN THE LANDS SHOWN ON THIS FINAL MAP OF "TRACT NO. 4086, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 11A," CITY OF TRACY, CALIFORNIA, (LOT 13 TO AND FROM TELLUERDE AVENUE, LOTS 27, 28, 39 AND 40 TO AND FROM SANTI LANE, AND LOTS 21, 33, 34 AND 45 TO AND FROM IRONWOOD STREET).

DATED THIS _____ DAY OF _____, 2021.

OWNER: AG ESSENTIAL HOUSING CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP

BY: AGWP ASSET MANAGEMENT, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY,
ITS AUTHORIZED AGENT

BY: STEVEN S. BENSON, ITS MANAGER

OWNER'S ACKNOWLEDGEMENT

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

STATE OF ARIZONA)
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2021, BY STEVEN S. BENSON, THE MANAGER OF AGWP ASSET MANAGEMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE AUTHORIZED AGENT OF AG ESSENTIAL HOUSING CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP, FOR AND ON BEHALF THEREOF.

NOTARY PUBLIC

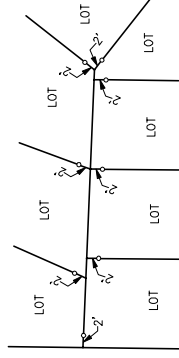
MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

PRINCIPAL COUNTY OF BUSINESS: _____

NOTES:

1. APPROVAL OF THIS FINAL TRACT MAP IS SUBJECT TO THE VESTING TENTATIVE MAP (APPLICATION NUMBER TSM18-0006) CONDITIONS OF APPROVAL DATED NOVEMBER 10, 2020.
2. ALL FRONT CORNERS ARE TO BE REFERENCED WITH A BP2 SURVEY MARKER W/ ANCHORING PLUG (30MM) STAMPED RJA LS 6441 AT THE TOP OF CURB ON LOT LINE PROJECTIONS, UNLESS OTHERWISE NOTED.
3. ALL REAR CORNERS ARE TO BE REFERENCED WITH A 3/4" IRON PIPE AND CAP OR A NAIL AND TAG SET ON THE CORRESPONDING SIDE PROPERTY LINES ON A 2 FEET OFFSET AS TYPICALLY SHOWN BELOW, UNLESS OTHERWISE NOTED.



RECORDER'S STATEMENT

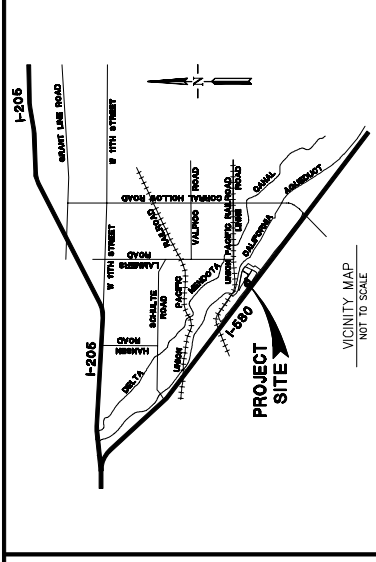
FILED THIS _____ DAY OF _____, 2021, AT _____ M., IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, RECORDER'S SERIES NO. _____ AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

FEE: \$ _____ PAID

STEVE J. BESTOLARIDES
ASSESSOR/RECORDER/COUNTY CLERK

BY: DEPUTY COUNTY RECORDER

ATTACHMENT B Final Subdivision Map



TRACY HILLS VILLAGE 11A

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2 AND 3
AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020
IN BOOK 26 OF PARCEL MAPS AT PAGE 179
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 12, T. 3 S., R. 4 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
AUGUST 2021

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEYMAP MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF AG ESSENTIAL HOUSING CA 1, LP ON JANUARY 1, 2021. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY) THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2022, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS _____ DAY OF _____, 2021.

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



CITY ENGINEER'S STATEMENT

1. I, ROBERT ARMUJO, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF TRACY, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 4086, SUBDIVISIONS OF SAJON JOAQUIN COUNTY, TRACY HILLS VILLAGE 11A, CITY OF TRACY, CALIFORNIA AND THAT THE INFORMATION SHOWN HEREON IS SUBSTANTIALLY TRUE AND AS IT APPEARED ON THE TENTATIVE MAP OF TRACT 4086, SUBDIVISIONS OF SAJON JOAQUIN COUNTY, TRACY HILLS VILLAGE 11A, CITY OF TRACY, CALIFORNIA, PREPARED BY THE CITY ENGINEER OF THE CITY OF TRACY, CALIFORNIA, IN ACCORDANCE WITH THE PROVISIONS OF TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THEREAP, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATE OF THIS DAY OF 2021.

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

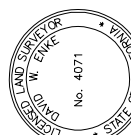


SURVEYOR FOR THE CITY STATEMENT

I, DAVID W. ENKE, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4086, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 11A", CITY OF TRACY, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATE OF THIS DAY OF . 2021.

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



CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE _____ DAY OF _____, 2021, THE CITY COUNCIL OF THE CITY OF TRACY, CALIFORNIA, PER COUNCIL RESOLUTION NO. _____, APPROVED THIS FINAL MAP OF "TRACT NO. 4086, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 11A," A CITY OF TRACY, CALIFORNIA, AND ACCEPTED ON BEHALF OF THE PUBLIC USE THE OFFER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS AND STORM DRAIN EASEMENTS, ACCEPTED ON BEHALF OF THE PUBLIC USE, TO THE CITY OF TRACY ALL ACCESS RIGHTS OF LOT 113 TO AND FROM TELLURIDE AVENUE, LOTS 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 82

II HEREBY FURTHER STATE PURSUANT TO GOVERNMENT CODE SECTIONS 66434(G) AND 66499.20.2 OF THE SUBDIVISION MAP ACT, THE ABANDONMENT OF THE EASEMENT LISTED ON SHEET 3 OF THIS MAP.

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

DATED THIS _____ DAY OF _____ 2021

ADRIANNE RICHARDSON, CITY CLERK
AND CLERK OF THE CITY COUNCIL

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 664.36(a), 3(A)(I) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF PARTIES OWNING THE FOLLOWING INTERESTS, WHICH CANNOT RIPEN INTO A FEE, HAVE BEEN OBTAINED:

1. SACOG, INC. CONVEYANCE EASEMENTS: 2012-091623
2. CITY OF TRACY EMERGENCY VEHICLE ACCESS: 2018-009292
3. CONOCO PHILLIPS PIPELINE EASEMENTS: 1897 OR. 449, 1963 O.R. 227

2. CITY OF IRVING EMERGENCY VEHICLE ACCESS: 2018-009292

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF SAN JOAQUIN COUNTY, CALIFORNIA, BEING A PORTION OF THE OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CALIFORNIA, AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 26 OF 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

REFERENCES:

- (1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10, S.J. 560 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
- (2) RECORD OF SURVEY, 33 RS 57
- (3) DEPARTMENT OF WATER RESOURCES RIGHT OF WAY MAPS, DRAWING NUMBERS 0011-39-06, 01012-39-07 AND 01013-39-08
- (4) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
- (5) PARCEL MAP, 25 PM 168
- (6) PARCEL MAP, 43 M & P 17
- (7) PARCEL MAP, 16 PM 179
- (8) TRACT NO. 4083
- (9) TRACT NO. 4084
- (10) TRACT NO. 4085

GRID NOTE:

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

ABANDONMENT NOTE:

PURSUANT TO GOVERNMENT CODE SECTIONS 66343(a) AND 66409.20 OF THE SUBDIVISION MAP ACT, THE EASEMENT LISTED BELOW, AS THEY AFFECT THE PARCEL BEING SUBDIVIDED HEREON, WILL BE ABANDONED WITH THE FILING OF THIS MAP AND ARE THEREFORE NOT SHOWN HEREON:

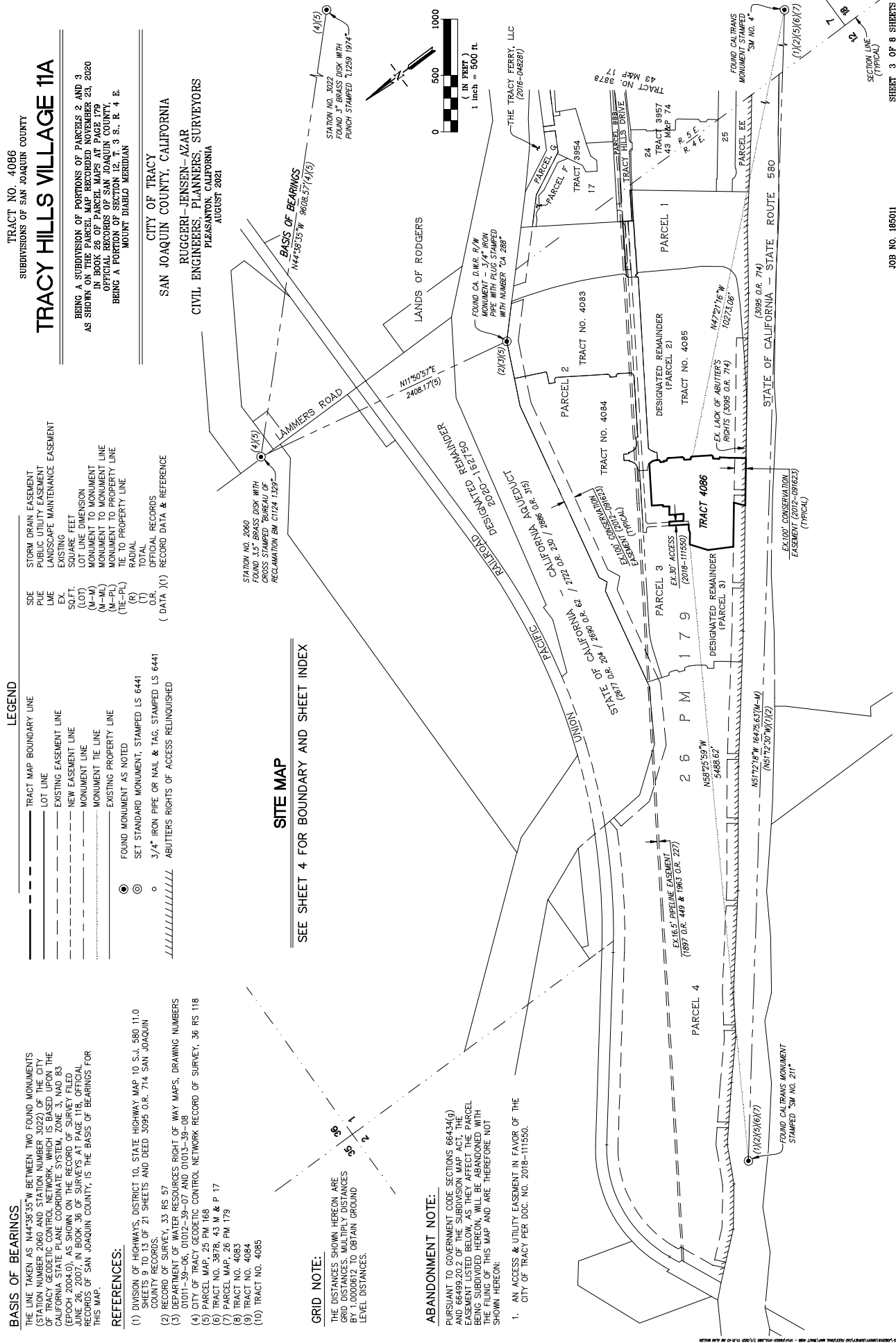
1. AN ACCESS & UTILITY EASEMENT IN FAVOR OF THE CITY OF TRACY PER DOC. NO. 2018-111550.

LEGEND

---	TRACT MAP BOUNDARY LINE	SDE	STORM DRAIN EASEMENT
---	LOT LINE	PUE	PUBLIC UTILITY EASEMENT
---	EXISTING EASEMENT LINE	LE	LANDSCAPE MAINTENANCE EASEMENT
---	NEW EASEMENT LINE	EX	EXISTING FEET
---	MONUMENT LINE	EX	EXISTING FEET
---	MONUMENT TIE LINE	EX	EXISTING FEET
---	EXISTING PROPERTY LINE	EX	EXISTING FEET
---	FOUND MONUMENT AS NOTED	EX	EXISTING FEET
---	SET STANDARD MONUMENT, STAMPED LS 6441	EX	EXISTING FEET
---	3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441	EX	EXISTING FEET
---	ABUTTERS RIGHTS OF ACCESS RELINQUISHED	EX	EXISTING FEET

SITE MAP

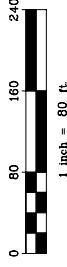
SEE SHEET 4 FOR BOUNDARY AND SHEET INDEX



REFERENCES:

- (1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
- (2) RECORD OF SURVEY, 33 RS 57
- (3) DEPARTMENT OF WATER RESOURCES RIGHT OF WAY MAPS, DRAWING NUMBERS 01011-39-06, 01012-39-07 AND 01013-39-08
- (4) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
- (5) PARCEL MAP, 25 PM 168
- (6) PARCEL MAP, 26 PM 168
- (7) TRACT NO. 4084
- (8) TRACT NO. 4084
- (9) TRACT NO. 4084
- (10) TRACT NO. 4085

BOUNDARY MAP
AREA WITHIN TRACT MAP BOUNDARY LINE = 12.021 ACRES
AREA OF LOTS 1-45 = 5.231 ACRES
AREA OF STRIPS = 1.911 ACRES
SHEET COVERAGE
SHEET NUMBER



GRID NOTE:

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

BASIS OF BEARINGS

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

LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- FOUND MONUMENT AS NOTED
- SET STANDARD MONUMENT, STAMPED LS 6441
- SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
- SIDE STORM DRAIN EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- LANDSCAPE MAINTENANCE EASEMENT
- EXISTING
- SQ.FT. SQUARE FEET
- LOT LINE DIMENSION
- MONUMENT TO MONUMENT
- MONUMENT TO MONUMENT
- MONUMENT TO PROPERTY LINE
- TIE TO PROPERTY LINE
- RADIAL
- OFFICIAL RECORDS
- O.R.
- (DATA) RECORD DATA & REFERENCE
- ABUTTERS RIGHTS OF ACCESS RELINQUISHED

Curve	Radius	Delta	Length
C1	20.00'	90°00'00"	31.42'
C2	20.00'	97°08'13"	33.91'
C3	5943.00'	0°03'17"	5.69'
C4	6003.00'	0°03'37"	13.28'
C5	828.50'	0°50'59"	7.47'
C6	771.50'	0°59'34"	13.37'

Line	Bearing	Distance
L1	N31°36'43"E	14.00'
L2	N31°36'43"E	28.50'
L3	N56°23'17"W	8.00'
L4	N56°23'17"W	5.00'
L5	N31°36'43"E	57.00'
L6	N07°48'14"E	57.00'
L7	N39°15'19"E	86.07'
L8	N47°36'27"W	20.68'
L9	N56°23'17"W	43.31'
L10	N29°42'02"E	38.15'
L11	N36°36'29"E	57.00'
L12	N31°36'44"E	30.51'
L13	N51°46'33"E	16.07'

No.	Bearing
R1	N49°02'39"E
R2	N46°14'57"E
R3	N35°35'53"E
R4	N74°45'59"E

TRACT NO. 4086
SUBDIVISIONS OF SAN JOAQUIN COUNTY

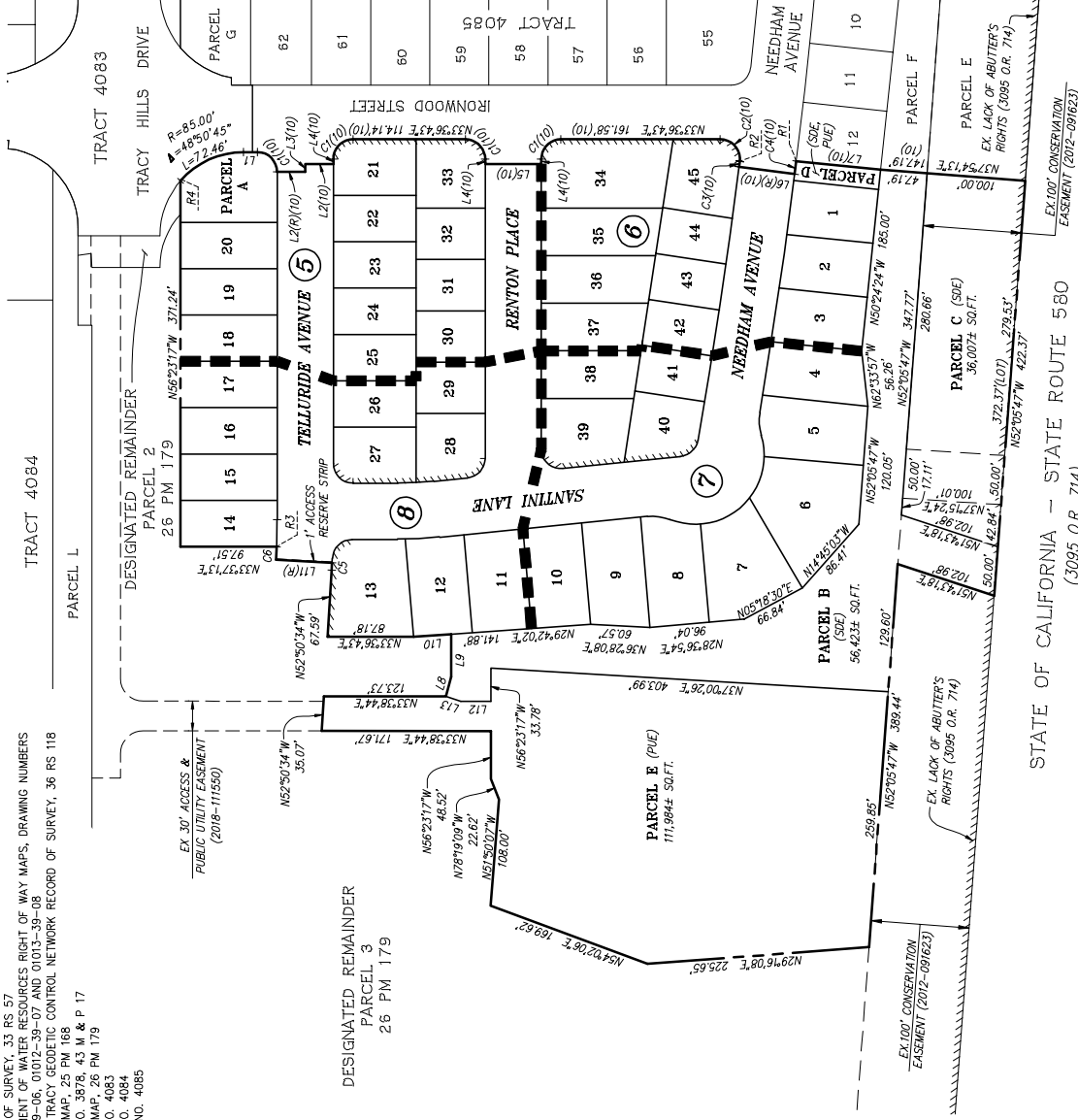
TRACY HILLS VILLAGE 11A

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2 AND 3 AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020 IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 12 T. 3 S. R. 4 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
AUGUST 2021

JOB NO. 185011

SHEET 4 OF 8 SHEETS



STATE OF CALIFORNIA - STATE ROUTE 580
(3095 O.R. 714)

- (1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10, S.J. 150, 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
- (2) RECORD OF SURVEY, 33 RS 57
- (3) DEPARTMENT OF WATER RESOURCES RIGHT OF WAY MAPS, DRAWING NUMBERS 01011-39-06, 01012-39-07 AND 01013-39-08
- (4) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
- (5) PARCEL MAP 28 PM 169
- (6) PARCEL MAP 28 PM 169 & P 17
- (7) PARCEL MAP 26 PM 173
- (8) TRACT NO. 4083
- (9) TRACT NO. 4084
- (10) TRACT NO. 4085

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

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004-0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

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

◎ SET STANDARD MONUMENT, STAMPED LS 6441
 ○ SET 3/4" DRON PIPE OR NAIL & TAG, STAMPED LS 6441
 SDE STORM DRAIN PIPE
 PUE PUBLIC UTILITY EASEMENT
 LNE LANDSCAPE MAINTENANCE EASEMENT
 EXE EXISTING
 EXL EXISTING
 SQU1 SQUAT
 (M-1) MONUMENT TO MONUMENT
 (M-W) MONUMENT TO MONUMENT
 (M-PL) MONUMENT TO PROPERTY LINE
 (PL-PL) PROPERTY LINE TO PROPERTY LINE

OFFICIAL RECORDS
O.R.
(DATA)(1) RECORD DATA & REFERENCE
////////// ABUTTERS RIGHTS OF ACCESS RELINQUISHED

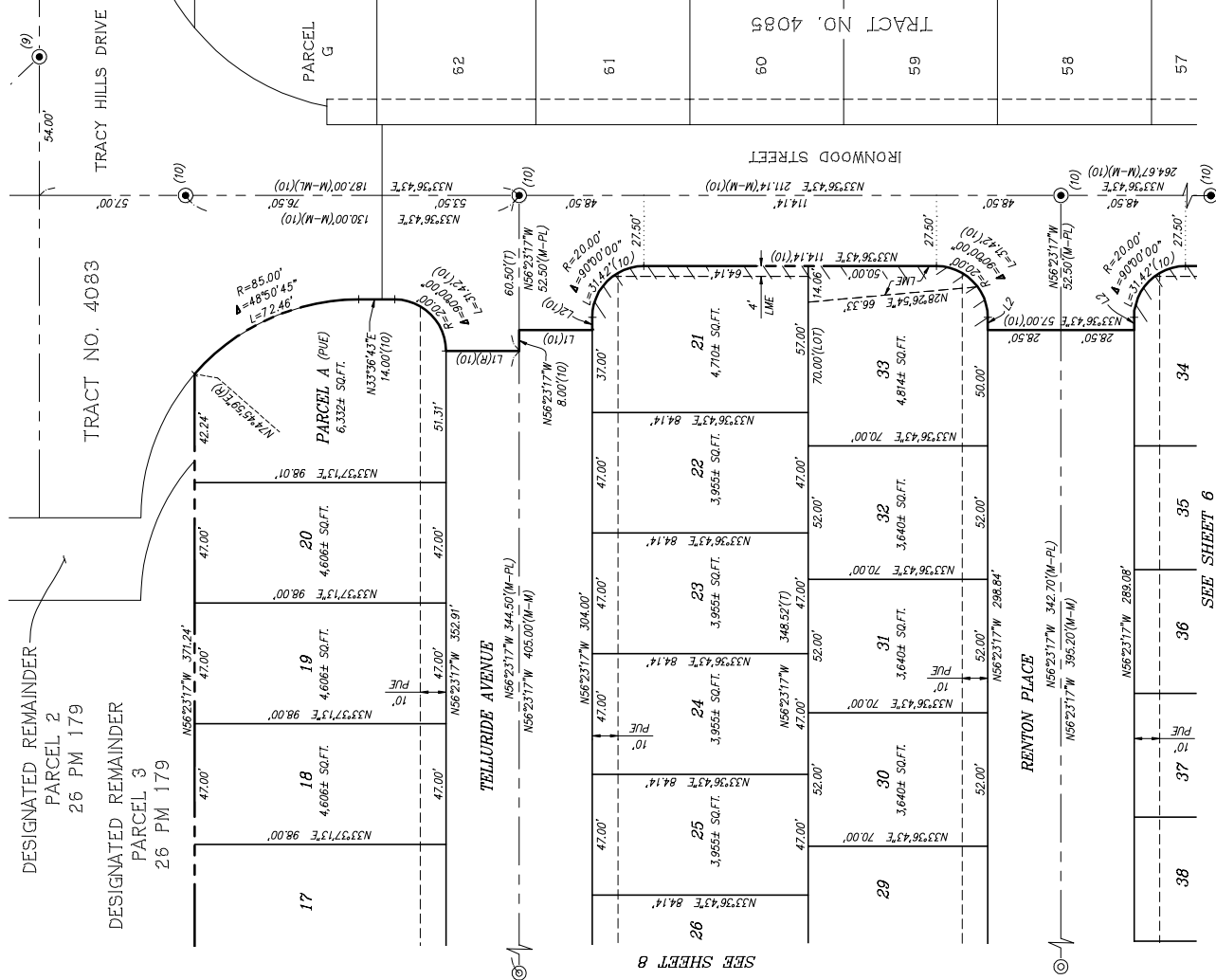
TRACT NO. 4086

TRACI NO. 4086
SUBDIVISIONS OF SAN JOAQUIN COUNTY

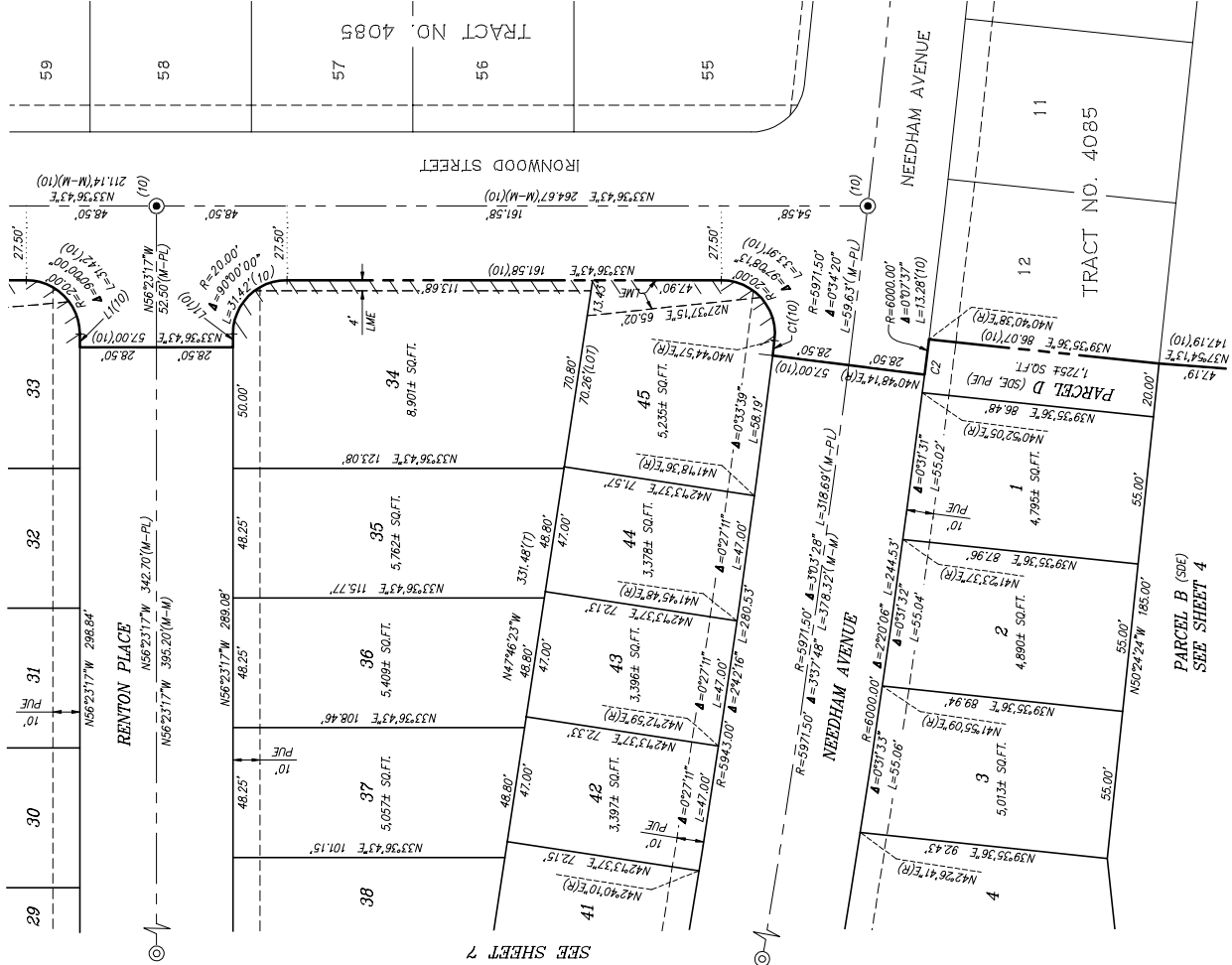
BEING A SUBDIVISION OF PORTIONS OF PARCELS 2 AND 3
AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020
IN BOOK 26 OF PARCEL MAPS AT PAGE 179
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 12, T. 3 S., R. 4 E.

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
AUGUST 2021

JOB NO. 185011



SEE SHEET 5



SEE SHEET 7

SEE SHEET 4

REFERENCES:

- (1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
- (2) COUNTY RECORDS, 33 RS 57
- (3) DEPARTMENT OF WATER RESOURCES, RIGHT OF WAY MAPS, DRAWING NUMBERS 0101-39-06, 0102-39-07 AND 0103-39-08
- (4) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
- (5) PARCEL MAP, 25 PM 168
- (6) TRACT NO. 3878, 43 M & P 17
- (7) PARCEL MAP, 26 PM 179
- (8) TRACT NO. 4083
- (9) TRACT NO. 4084
- (10) TRACT NO. 4085

GRID NOTE:

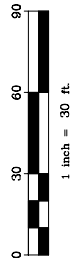
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BASIS OF BEARINGS

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LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- FOUND MONUMENT AS NOTED
- SET STANDARD MONUMENT, STAMPED LS 6441
- SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
- SIDE STORM DRAIN EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- LANDSCAPE MAINTENANCE EASEMENT
- EXISTING EX.
- SQ.FT. SQUARE FEET
- (LOT) LOT LINE DIMENSION
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- (TIE-PL) TIE TO PROPERTY LINE
- (R) RADIAL
- (C) CURVE
- (O) OFFICIAL RECORDS
- (DATA) (O) RECORD DATA & REFERENCE
- ABUTTERS RIGHTS OF ACCESS RELINQUISHED



TRACY HILLS VILLAGE 11A

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2 AND 3 AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020 IN BOOK 36 OF PARCEL MAPS AT PAGE 119 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 12 T. 3 S. R. 4 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS-PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
AUGUST 2021

REFERENCES:

- (1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
- (2) RECORD OF SURVEY, 33 RS 57
- (3) DEPARTMENT OF WATER RESOURCES RIGHT OF WAY MAPS, DRAWING NUMBERS 01017-39-06, 01012-39-07 AND 01013-39-08
- (4) OFFICIAL GEODESIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
- (5) PARCEL MAP 25 PM 188
- (6) TRACT NO. 3578, 43 M & P 17
- (7) PARCEL MAP 26 PM 179
- (8) TRACT NO. 4083
- (9) TRACT NO. 4084
- (10) TRACT NO. 4085

GRID NOTE:

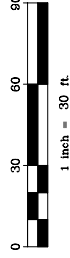
THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

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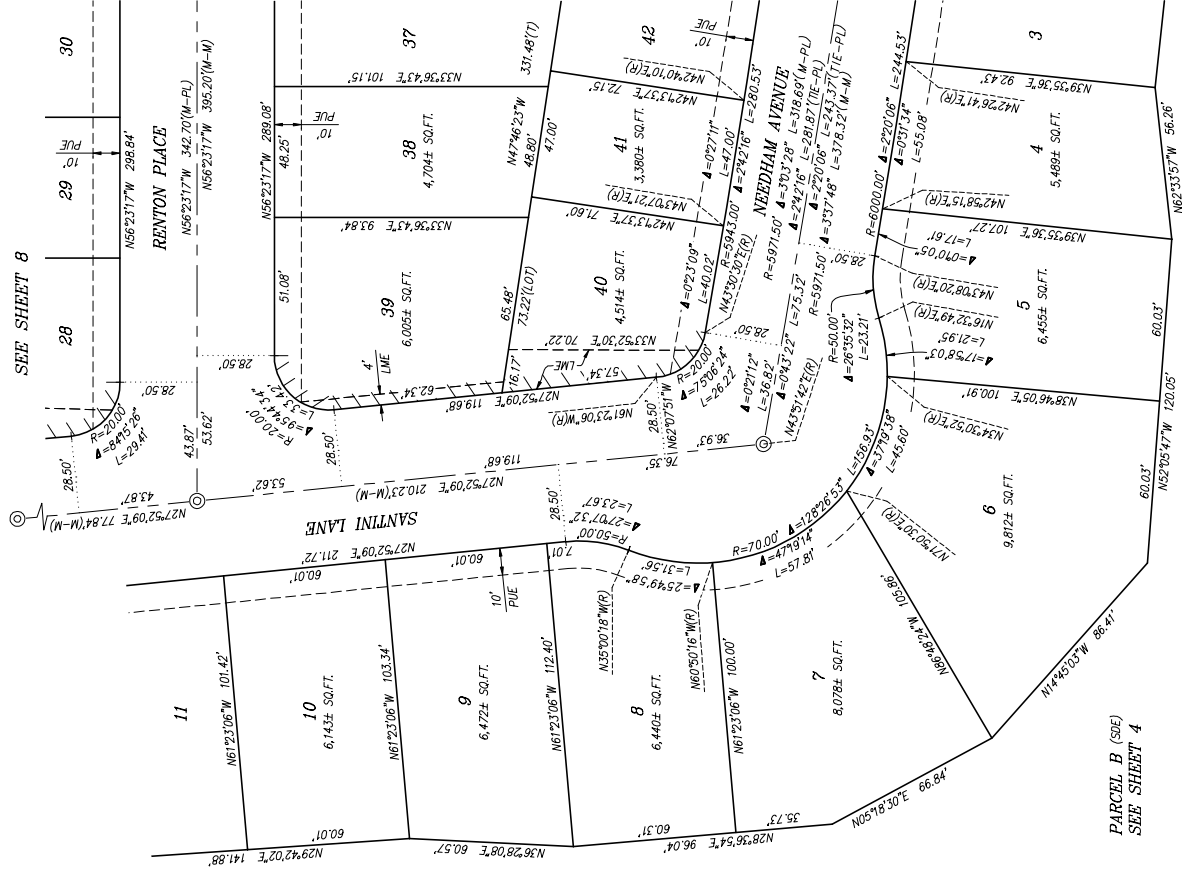
LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- FOUND MONUMENT AS NOTED
- SET STANDARD MONUMENT, STAMPED LS 6441
- SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
- SUE
- STORM DRAIN EASEMENT
- PUBLIC UTILITY EASEMENT
- LANDSCAPE MAINTENANCE EASEMENT
- EXISTING EX.
- SQ.FT.
- LOT LINE DIMENSION (LOT)
- MONUMENT TO MONUMENT (M-M)
- MONUMENT TO PROPERTY LINE (M-PL)
- TIE TO PROPERTY LINE (TIE-PL)
- RADIAL (R)
- OFFICIAL RECORDS (R)
- DATA (D)
- RECORD DATA & REFERENCE (DATA) (D)
- ABUTTERS RIGHTS OF ACCESS RELINQUISHED (DATA) (D)



SEE SHEET 6

SEE SHEET 8



PARCEL B (SDE)
SEE SHEET 4

CITY OF TRACY

SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR

CIVIL ENGINEERS-PLANNERS, SURVEYORS

PLEASANTON, CALIFORNIA

AUGUST 2021

JOB NO. 185011

SHEET 7 OF 8 SHEETS

- (1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10, S.J. 560, 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 OR. 714 SAN JOAQUIN COUNTY RECORDS.
- (2) RECORD OF SURVEY, 33 RS 57
- (3) DEPARTMENT OF WATER RESOURCES RIGHT OF WAY MAPS, DRAWING NUMBERS 01011-39-06, 01012-39-07 AND 01013-39-08
- (4) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
- (5) TRACT NO. 3578, 43 W & P 17
- (6) TRACT NO. 3578, 43 W & P 17
- (7) PARCEL MAP, 26 PM 179
- (8) TRACT NO. 4083
- (9) TRACT NO. 4084
- (10) TRACT NO. 4085

GRID NOTE:

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THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL, NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004-0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

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

SET STANDARD MONUMENT, STAMPED LS 6441
 SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
 SDE STORM DRAIN EASEMENT
 PUE PUBLIC UTILITY EASEMENT
 LUE LANDSCAPE MAINTENANCE EASEMENT
 LMS LOST MONUMENT SURVEY
 SET SET
 LOT LINE DIMENSION
 (L-OT) MONUMENT TO MONUMENT
 (M-W) MONUMENT TO MONUMENT LINE
 (M-PL) MONUMENT TO PROPERTY LINE
 (PL-P) TIE TO PROPERTY LINE

DATE	DESCRIPTION	AMOUNT	TOTAL	OFFICIAL RECORDS
10/1/19	...	...	...	...
10/2/19	...	...	...	...
10/3/19	...	...	...	...
10/4/19	...	...	...	...
10/5/19	...	...	...	...
10/6/19	...	...	...	...
10/7/19	...	...	...	...
10/8/19	...	...	...	...
10/9/19	...	...	...	...
10/10/19	...	...	...	...
10/11/19	...	...	...	...
10/12/19	...	...	...	...
10/13/19	...	...	...	...
10/14/19	...	...	...	...
10/15/19	...	...	...	...
10/16/19	...	...	...	...
10/17/19	...	...	...	...
10/18/19	...	...	...	...
10/19/19	...	...	...	...
10/20/19	...	...	...	...
10/21/19	...	...	...	...
10/22/19	...	...	...	...
10/23/19	...	...	...	...
10/24/19	...	...	...	...
10/25/19	...	...	...	...
10/26/19	...	...	...	...
10/27/19	...	...	...	...
10/28/19	...	...	...	...
10/29/19	...	...	...	...
10/30/19	...	...	...	...
10/31/19	...	...	...	...
11/1/19	...	...	...	...
11/2/19	...	...	...	...
11/3/19	...	...	...	...
11/4/19	...	...	...	...
11/5/19	...	...	...	...
11/6/19	...	...	...	...
11/7/19	...	...	...	...
11/8/19	...	...	...	...
11/9/19	...	...	...	...
11/10/19	...	...	...	...
11/11/19	...	...	...	...
11/12/19	...	...	...	...
11/13/19	...	...	...	...
11/14/19	...	...	...	...
11/15/19	...	...	...	...
11/16/19	...	...	...	...
11/17/19	...	...	...	...
11/18/19	...	...	...	...
11/19/19	...	...	...	...
11/20/19	...	...	...	...
11/21/19	...	...	...	...
11/22/19	...	...	...	...
11/23/19	...	...	...	...
11/24/19	...	...	...	...
11/25/19	...	...	...	...
11/26/19	...	...	...	...
11/27/19	...	...	...	...
11/28/19	...	...	...	...
11/29/19	...	...	...	...
11/30/19	...	...	...	...
12/1/19	...	...	...	...
12/2/19	...	...	...	...
12/3/19	...	...	...	...
12/4/19	...	...	...	...
12/5/19	...	...	...	...
12/6/19	...	...	...	...
12/7/19	...	...	...	...
12/8/19	...	...	...	...
12/9/19	...	...	...	...
12/10/19	...	...	...	...
12/11/19	...	...	...	...
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12/14/19	...	...	...	...
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12/16/19	...	...	...	...
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12/20/19	...	...	...	...
12/21/19	...	...	...	...
12/22/19	...	...	...	...
12/23/19	...	...	...	...
12/24/19	...	...	...	...
12/25/19	...	...	...	...
12/26/19	...	...	...	...
12/27/19	...	...	...	...
12/28/19	...	...	...	...
12/29/19	...	...	...	...
12/30/				

_____/s/ ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 4086

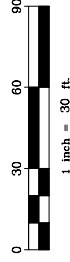
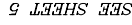
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACT NO. 4088
TOWNSHIP OF SAN JOAQUIN COUNTY

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2 AND 3
AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020
IN BOOK 26 OF PARCEL MAPS AT PAGE 179
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 12, T. 3 S., R.4 E.

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
AUGUST, 2021

SHEET 8 OF 8 SHEETS



ATTACHMENT C
SUBDIVISION IMPROVEMENT AGREEMENT

Recording Requested By:

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

And When Recorded Mail To:

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

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

City of Tracy
SUBDIVISION IMPROVEMENT AGREEMENT
Tract 4086 - Tracy Hills Village 11A

This **Subdivision Improvement Agreement** ("**Agreement**") is entered into between the City of Tracy, a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, INC.**, a California corporation ("**Developer**").

Recitals

A. Developer is the party responsible for the construction of the public improvements within a portion of the real property comprising the subject Final Subdivision Map for Tracy 4086 - Tracy Hills Village 11A, and being more particularly described and depicted in Exhibit "**A**" attached hereto and incorporated herein by reference (hereinafter "**Property**").

B. On November 10, 2020, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 1B/1C and approved various related land use entitlements, including that certain Small-Lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1B, Tract 4004, processed under Application No. TSM18-0006 and approved by Resolution No. 2020-188 ("**Tentative Map**"). The Tentative Map includes 432 single-family residential lots, park parcels, HOA recreation area parcel, retention basin parcel, and numerous other parcels to be owned and maintained by Homeowners Association, Developer or City on approximately 309.9 acres located in the Tracy Hills Specific Plan Area, west of Tracy Hills Phase 1A in the vicinity of Tracy Hills Drive. The Tentative Map is on file with the City Clerk, and is incorporated herein by this reference.

C. The approval of the Tentative Map by the City Council was subject to specified conditions of approval ("**Conditions of Approval**"). The Conditions of Approval, attached hereto as Exhibit "**B**", describe, among other things, improvements that are required for approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards.

D. In accordance with the Subdivision Map Act (California Government Code sections 66410, *et seq*) and the Subdivision Ordinance (Tracy Municipal Code, Title 12), Developer has submitted to the City the Final Subdivision Map for Tract 4086 - Tracy Hills Village 11A, consisting of 45 single-family residential lots and other parcels to be owned by Homeowner's Association or City located on approximately 12.0 acres within the boundaries of the aforementioned 432 lot Tracy Hills Phase 1B project. Exhibit "C" shows the overall Tracy Hills Phase 1B project area and the location of the Final Subdivision Map for Tract 4086 - Tracy Hills Village 11A, ("**Project**" or "**Project site**").

E. In accordance with the Conditions of Approval, Developer has prepared and the City Engineer has approved certain improvement plans and specifications (which incorporate portions of the City's Standard Specifications), which describe the improvements that are required for approval of the Final Subdivision Map and are incorporated herein by reference. The approved plans and specifications ("**Approved Plans and Specifications**") include: fifteen (15) sheets of improvement plans entitled "Improvement Plans, Village 11A, Tract 4086, Tracy Hills Phase 1B", prepared by Ruggeri-Jensen-Azar; four (4) sheets of joint trench plans entitled "Joint Trench Composite Plan, Tracy Hills Phase 1B, Village 11A", prepared by Power Systems Design; and three (3) sheets of street lighting plans entitled "Street Lighting Plan Set, Tracy Hills Village 11A", prepared by Power Systems Design.

F. In furtherance of the satisfaction of the Conditions of Approval, landscape improvement plans and specifications which describe in detail the landscape and irrigation improvements in the parkway strips within the public streets shown on the Final Subdivision Map have been prepared on behalf of the Developer and are under review by the City Engineer. The plans and specifications under review include landscape construction plans, entitled "Tracy Hills Landscape Improvement Plans, Neighborhood 11A - Fairgrove, Tract 4086 Phase 1B, prepared by FORMA ("**Submitted Plans and Specifications**" or "**Additional Work**").

G. Developer shall not commence with construction of the Additional Work until such time as the City Engineer completes the review and formally approves the Submitted Plans and Specifications. Upon the formal approval by the City Engineer, the Submitted Plans and Specifications shall be incorporated into and made part of this Agreement to the same extent and the same effect as if fully and originally set forth herein as part of the Approved Plans and Specifications.

H. Because the required improvements have not been completed, Developer has requested to execute this Agreement as authorized by Government Code section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location.** Developer shall perform, or cause to be performed, the Work described in the Approved Plans and Specifications, the Submitted Plans and Specifications as ultimately approved by the City Engineer, and the Conditions of Approval (hereinafter "**Work**"), to the satisfaction of the City Engineer. The Work shall

be performed, and all materials and labor shall be provided, at Developer's expense, in the manner described in the Plans and Specifications. No change shall be made to the Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the scope of Work, as authorized by Tracy Municipal Code section 12.36.060(f).

Developer shall perform all Work at the locations and grades shown on the Plans and Specifications. Developer (a) has acquired any necessary easement or right-of-way or (b) has entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

2. Time of Performance. Time is of the essence in the performance of the Work, and the timing requirements set forth here shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten days after the start of the condition that purportedly caused the delay, and not later than the date on which performance is due.

2.1 Commencement of Work. No later than 15 days before the beginning of Work, Developer shall provide written notice to the City Engineer of the date on which Developer will begin Work. Developer shall not begin Work until after the notice required by this section is properly provided, and Developer shall not begin Work before the date specified in the written notice.

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

2.3 Completion of Work. Developer shall complete all Work by no later than 365 days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.1 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.

2.4 Reversion to Acreage. If Developer fails to begin the Work before the date on which completion is due, Developer shall, upon written request by the City, consent to the reversion to acreage of all real property described by the Final Map, and Developer shall bear the costs of processing and implementing the reversion.

3. Improvement Security. Concurrently with Developer's execution of this Agreement, and before beginning any Work, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act (including Government Code sections 66499 *et seq.*) and Tracy Municipal Code section 12.36.080, in the following amounts:

3.1 Faithful Performance security in the amount of \$718,100.00 to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as complete) under Government Code sections 66499.1, 66499.4, and 66499.9.

3.2 Labor and Material security in the amount of \$718,100.00 to secure payment by Developer to laborers and materialmen under Government Code sections 66499.2, 66499.3, and 66499.4.

3.3 Warranty security in the amount of \$71,810.00 to guarantee improvements against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete, under Government Code sections 66499.1, 66499.4, and 66499.9.

3.4 Monumentation security in the amount of \$10,880.00 to secure faithful performance of setting monuments pursuant to Government Code section 66496.

4. Indemnification. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 12, below, has expired, at which time the indemnification obligations under this Section 4 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 4 are in addition to all other Developer's obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 12, below.

5. Insurance. Concurrently with the execution of this Agreement by Developer, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 5 are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

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

5.2. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than \$4,000,000 per occurrence and \$8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without

limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

5.3. Professional Contracts. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

5.4. Automobile Liability (with coverage at least as broad as ISO form 00 01 07 97 for “any auto” including “hired autos” and “non-owned autos”) coverage shall be maintained in an amount not less than \$2,000,000 per accident for bodily injury and property damage.

5.4.1. If Developer has no employees, or does not own automobiles, then “hired autos” and “non-owned autos” coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.5. Workers’ Compensation coverage shall be maintained as required by the State of California.

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

5.6.1. The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer’s Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

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

5.6.3. Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

5.7. Notice of Cancellation. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

5.8. Authorized Insurers. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-:VII.

5.9. Insurance Certificate. Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and

endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

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

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

6. Independent Contractor Status. Developer is an independent contractor and is solely responsible for the acts of its employees, agents, and subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization to Developer.

7. Default.

7.1 Notice. If Developer is in default of this Agreement, as defined in Section 7.2, the City Engineer shall provide written notice to Developer and Developer's surety (if any) describing the default.

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

7.2.1 Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

7.2.2 Developer abandons the Project site.

7.2.3 Developer fails to perform one or more requirements of this Agreement.

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

7.2.5 Developer violates any legal requirement related to the Work.

7.3 If Developer fails to cure the default within thirty (30) calendar days, or provide adequate written assurance to the satisfaction of the City Engineer that the cure will be promptly started and diligently prosecuted to its completion, the City may, in the discretion of the City Engineer, take any or all of the following actions:

7.3.1 Cure the default and charge Developer for the costs, including administrative costs and interest in an amount equal to 7% per annum from the date of default.

7.3.2 Demand Developer complete performance of the Work.

7.3.3 Demand Developer's surety (if any) complete performance of the Work.

8. Ownership of Work. All original documents prepared by Developer for this Agreement are the property of the City, and Developer shall provide them to the City at the completion of Developer's Work, or upon demand from the City.

9. Inspection by the City; Inspection Fees and Fee Credits. In order to permit the City to inspect the Work, Developer shall, at all times, provide to the City proper and safe access to the Project site, and all portions of the Work, and to all shops where portions of the Work are in preparation.

Concurrently with Developer's execution of this Agreement and before the beginning of any Work, Developer shall pay the City Inspection Fees in the amount of 3.5% of the estimated Project costs (as approved by the City Engineer). If the City requires an independent inspection, Developer shall pay all such costs and provide a report directly to the City.

Developer shall be entitled to fee credits consistent with Section 3.3 of the Development Agreement (DA), adopted by Ordinance 1213, as may be amended from time to time, and as provided in greater detail in the Finance and Implementation Plan (FIP) for the Project pursuant to the DA and Tracy Municipal Code Section 10.20.060(b)(3), as may be amended from time to time.

10. Developer's Authorized Representative. At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent (Superintendent) on site with authority to act on behalf of Developer. Developer shall, at all times, keep the City Engineer informed in writing of the names and telephone numbers of: (a) the Superintendent; and (b) all contractors and subcontractors performing the Work.

11. Acceptance of Work. Before the City Council's acceptance of the Work, Developer is solely responsible for maintaining the quality of the Work and maintaining safety at the Project site. Developer's obligation to perform the Work is not satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied, all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

12. Warranty Period. Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. If during the one-year warranty period any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace, or reconstruct any defective improvements.

13. Miscellaneous.

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

To City	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, Inc. 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	AG Essential Housing CA 1, LP c/o AGWIP Asset Management LLC 8585 Scottsdale, AZ 85255 Attn: Steven S. Benson, Manager steve.benson@agwipam.com

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

13.2 Approvals by City. Any approval or consent by that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

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

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

13.5 Assignment and Delegation. This Agreement and any portion of it may not be assigned or transferred, nor shall any of Developer's duties be delegated, without the City's prior written consent. Any attempt to assign or delegate this Agreement without the City's written consent shall be void and of no effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.

13.6 Jurisdiction and Venue. The interpretation, validity and enforcement of the Agreement shall be governed by 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.

13.7 Permits, Licenses, and Compliance with Law. Developer shall, at Developer's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Before City signs the Agreement, Developer shall

obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

13.8 Entire Agreement; Severability. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed for this Project. This Agreement supersedes all prior negotiations, representations, or agreements. 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.

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

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

City of Tracy

Nancy D. Young, Mayor

Date: _____

Approved by City Council on _____
by Resolution No. _____.

Attest:

By: Adrienne Richardson, City Clerk

Approved As To Form:

By: Gregory Rubens, Interim City Attorney

Developer

LENNAR HOMES OF CALIFORNIA, INC.,
a California corporation



By: Bridget Koller
Title: Vice President

Date: 12/16/21

Federal Employer Tax ID No. 93-1223261

Exhibits

- A: Legal Description and Plat of Property (Recital A)
- B: Tentative Map Conditions of Approval (Recital C)
- C: Location of Project Site (Recital D)

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

STATE OF CALIFORNIA

COUNTY OF Contra Costa

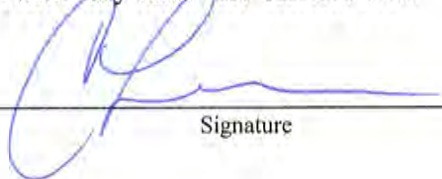
On December 16, 2021, before me, C. Leon, Notary Public
(here insert name and title of the officer)

personally appeared Bridgit Koller,

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

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

WITNESS my hand and official seal.



Signature



(SEAL)

Consent to Recordation

AG Essential Housing CA 1, LP, is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Subdivision Improvement Agreement.

AG Essential Housing CA 1 LP
a Delaware Limited Partnership

By: AGWIP Asset Management, LLC
An Arizona Limited Liability Company,
Its Authorized Agent



By: Steven S. Benson

Title: Manager

Date: 12/16/21

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

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

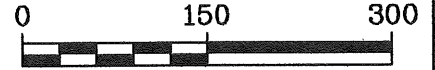
All of Lots 1 through 45, Parcel B, Parcel D, and all of Needham Avenue, Santini Lane, Telluride Avenue and Renton Place, all as shown on the final subdivision map of Tract No. 4086, Tracy Hills Village 11A, filed on _____, 2022, in Book _____ of Maps and Plats, at Page _____, Records Series No. 2022-_____, Official Records of San Joaquin County, California.

See Exhibit "A" Plat Map attached hereto and made a part hereof.

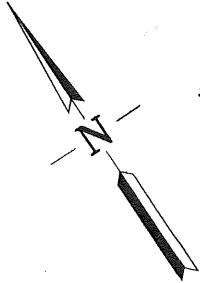
TRACY HILLS PHASE 1B

LEGEND

— PROPERTY

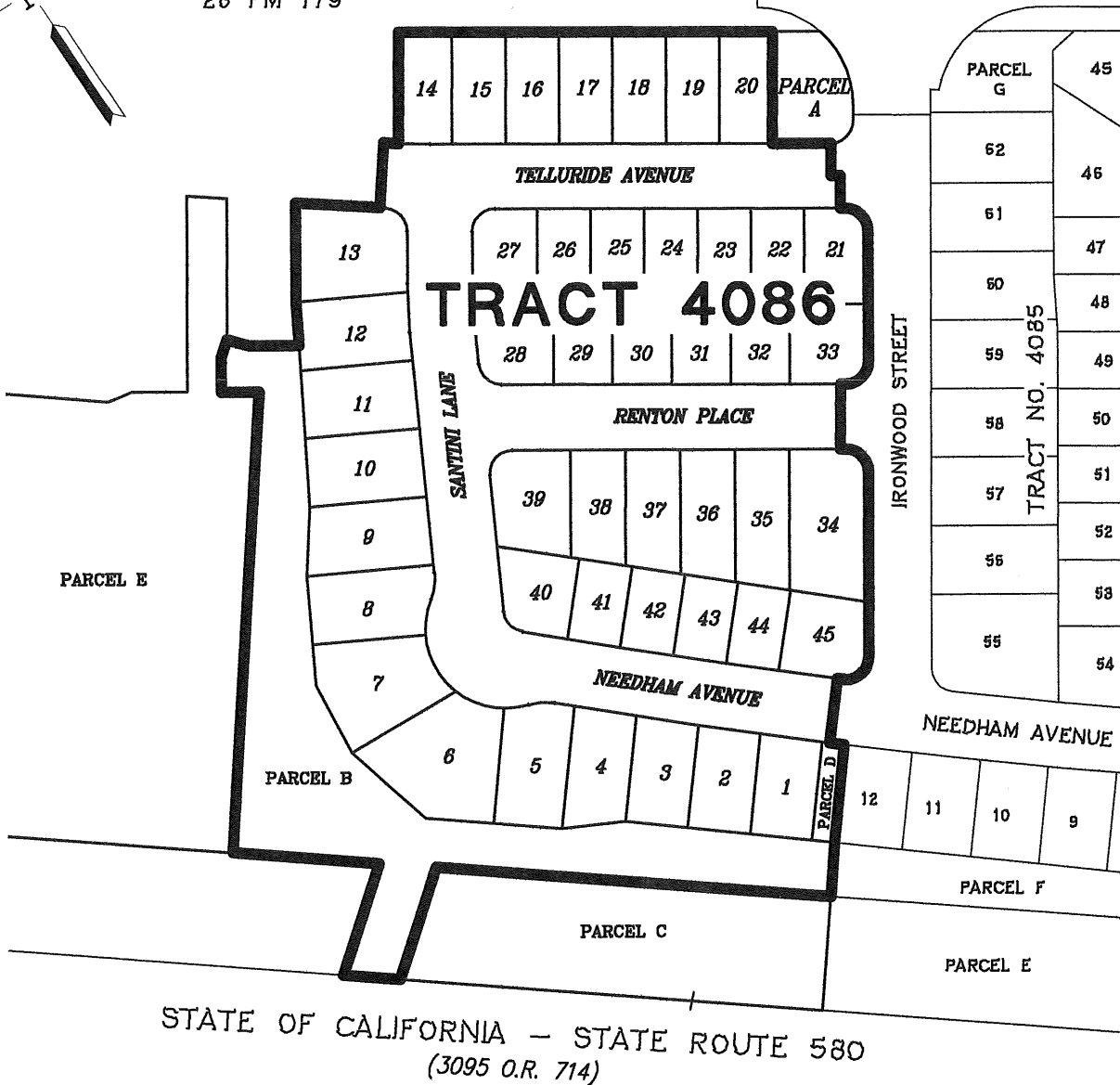


1 inch = 150 ft.



DESIGNATED REMAINDER
PARCEL 3
26 PM 179

TRACY HILLS DRIVE



STATE OF CALIFORNIA — STATE ROUTE 580
(3095 O.R. 714)

EXHIBIT A
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 4086 — PORTION OF VILLAGE 11A
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" = 150'

DATE:
12-14-2021

JOB NO.:
185011

EXHIBIT "B"
CONDITIONS OF APPROVAL

**Conditions of Approval for Tracy Hills Phase 1B
Small-Lot Vesting Tentative Subdivision Map
Application Number TSM18-0006
November 10, 2020**

Project: These Conditions of Approval shall apply to the small-lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1B, Application Number TSM18-0006, including approximately 432 single-family residential lots, a park site, and approximately 70 other parcels.

Property: The property consists of approximately 310 acres located in the Tracy Hills Specific Plan Area, west of Phase 1A in the vicinity of Tracy Hills Drive, Application Number TSM18-0006.

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

A. Definitions; Abbreviations.

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

1. "Applicant" means any person, or other legal entity, defined as a "Subdivider" by Section 12.08.010 of the City of Tracy Municipal Code.
2. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director, to perform the duties set forth here. (The Development Services Director is also referred to in the Tracy Municipal Code as the Development and Engineering Services Director.)
3. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Hills Specific Plan, the Tracy Municipal Code, ordinances, resolutions, written policies, written procedures, and the City's Design Documents (including the Standard Plans, Standard Specifications, Design Standards, and relevant Public Facility Master Plans).
4. "Conditions of Approval" or "Conditions" means these conditions of approval.
5. "Property" means the approximately 310 acres located in the Tracy Hills Specific Plan Area that is the subject of the small-lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1B, Application Number TSM18-0006.

The following abbreviations may be used in these Conditions:

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

B. Planning Division Conditions of Approval

1. Compliance with laws. The Subdivider shall comply with all laws (federal, state, and local) related to the development of real property within the Project boundaries, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, et seq.), the Subdivision Map Act (Government Code sections 66410, et seq.), the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and the Guidelines for the California Environmental Quality Act (California Administrative Code, title 14, sections 15000, et seq., "CEQA Guidelines").
2. City Regulations. Unless specifically modified by these Conditions of Approval, the Subdivider shall comply with all City Regulations.
3. Mitigation Measures. The Subdivider shall comply with all applicable mitigation measures in the Final Subsequent Environmental Impact Report (EIR) for the Tracy Hills Specific Plan Project (State Clearinghouse No. 2013102053), which was certified by the City Council on April 5, 2016, as it may be amended or modified pursuant to CEQA and the CEQA Guidelines.
4. Notice of protest period. Pursuant to Government Code Section 66020, including Section 66020 (d)(1), the City HEREBY NOTIFIES the Subdivider that the 90-day approval period (in which the Subdivider may protest the imposition of any fees, dedications, reservations, or other exactions that are within the purview of the Mitigation Fee Act [Government Code section 66000 et seq.] ("Exactions") and imposed on this Project by these Conditions of Approval) shall begin on the date of the conditional approval of this Project. If the Subdivider fails to file a protest of the Exactions complying with all of the requirements of Government Code Section 66020 within this 90-day period, the Subdivider will be legally barred from later challenging any of the Exactions. The terms of this paragraph shall not affect any other deadlines or statutes of limitations set forth in the Mitigation Fee Act or other applicable law, or constitute a waiver of any affirmative defenses available to the City.
5. Final Maps for Financing Purposes. For the purpose of these Conditions of Approval, if any Final Map or Parcel Map is filed within the boundaries of the Project solely for financing purposes only, and no permits will be requested pursuant to such map, then the requirements listed in these Conditions of Approval shall not apply to the final map or parcel map for financing purposes only.

6. Conformance with Vesting Tentative Subdivision Map. All Final Maps shall be in substantial conformance with the approved Vesting Tentative Subdivision Map (Application Number TSM18-0006), which was received by the Development Services Department on October 7, 2020, and approved by the City Council on November 10, 2020, unless modified by these Conditions.
7. Maintenance for Project Public Landscaping. Before approval of the first Final Map, the Subdivider shall assure that there will be sufficient funding for the ongoing costs related to public landscaping maintenance. Subdivider shall prepare public landscaping improvement plans and a public landscaping budget analysis (to be reviewed and approved by the City Public Works Director) to establish the scope of and cost estimates for public landscaping maintenance.

As used in these Conditions of Approval:

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

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

Before approval of the first Final Map, Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which adopts and implements one or more of the following three options (a., b. or c.), subject to the approval of the City’s Finance Director:

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

landscaping maintenance costs before collection of the first Special Services Tax (the “deficit”), then before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit to the CFD (by submittal to the City’s Finance Director) the amount of the deficit;

Or

b. HOA and dormant CFD. If the HOA is the chosen funding mechanism, the Subdivider must do the following:

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

Or

c. Direct funding. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full costs of public landscaping maintenance as identified by the approved landscaping budget analysis.

8. Maintenance for Public Landscaping for Major Program Roadways. Before approval of the first Final Map, the Subdivider shall assure that there will be sufficient funding to pay the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways, by entering into an agreement with the City, which shall be recorded against the Property, which adopts and implements one of the following two options (a. or b.), subject to the approval of the City's Finance Director:
 - a. CFD. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), Subdivider shall, at its sole expense, form a Community Facilities District (CFD) for the Property, for funding the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. Upon successful formation, the Property will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment. If funds are needed to pay for such public landscaping maintenance costs before collection of the first Special Services Tax (the "deficit"), then before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit to the CFD (by submittal to the City's Finance Director) the amount of the deficit;

Or

 - b. Direct Funding. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full costs of funding the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan.
9. Parks. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the property, which stipulates the following:
 - a. Before final inspection or occupancy of the 180th dwelling unit (whichever occurs first, except for up to fifteen model homes), the Phase 1B neighborhood park shall be completed and accepted by the City Council. If the Phase 1B neighborhood park is not completed and accepted by the City Council before final inspection or occupancy of the 180th dwelling unit (whichever occurs first, except for up to fifteen model homes), no further building permits (except for plumbing only building permits) shall be issued until the neighborhood park is completed and accepted by the City Council.

10. Conservation Easement. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates that before issuance of a building permit for the 300th dwelling unit (except for plumbing only building permits), the Subdivider shall plant trees in the 100-foot wide conservation easement adjacent to Interstate 580, as depicted in Appendix C of the Tracy Hills Specific Plan (Figures C-6 and C-7), to the satisfaction of the Development Services Director.
11. Schools. Before issuance of a building permit for each new dwelling (except for plumbing only permits), the Subdivider shall document compliance with all applicable school mitigation requirements and provide to the City a certificate of compliance for such requirements from the Jefferson School District and Tracy Unified School District.
12. Public Services. Before approval of the first Final Map, the Subdivider shall do one of the following, subject to the approval of the City's Finance Director:
 - a. CFD or other funding mechanism. The Subdivider shall enter into an agreement with the City, to be signed by the City's Finance Director, which shall be recorded against the Property, which stipulates that prior to issuance of a building permit (except for plumbing only building permits and except for up to fifteen model homes), the Subdivider will form or annex into a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for funding the on-going operational costs of providing Police services, Public Works services and other City services to serve the Project area. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. The Subdivider shall be responsible for all costs associated with the formation or annexation proceedings. Upon successful formation, the parcels will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment.
 - Or
 - b. Direct funding. The Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates that prior to issuance of a building permit (except for plumbing only building permits and except for up to fifteen model homes), the Subdivider will fund a fiscal impact study to be conducted and approved by the City to determine the long term on-going operational costs of providing Police services, Public Works services, and other City services to serve the Project area, and deposit with the City an amount necessary, as reasonably determined by the City, to fund the full costs in perpetuity as identified by the approved study.

13. Utilities in Roundabout. The roundabout shown on the approved Vesting Tentative Subdivision Map for Tracy Hills Phase 1B shall be designed and constructed in such a manner that no utility lines intersect a 30-foot radius from the center of the roundabout in order to allow sufficient space for the planting and mature growth of any trees planted within the roundabout, which are conceptually depicted in Appendix C of the Tracy Hills Specific Plan (Figure C-9). The Subdivider shall submit Improvement Plans that demonstrate compliance with this condition, to the satisfaction of the Development Services Director.
14. Phillips 66 Pipeline Easement. A Phillips 66 pipeline easement intersects the Project site. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates that the Subdivider shall clearly mark and label any plot plan where the location of the 16.25-foot minimum setback line from the edge of the Phillips 66 pipeline easement encroaches into the subject property of the plot plan, prior to issuance of a building permit (except for plumbing only building permits), to the satisfaction of the Development Services Director.

C. Engineering Division Conditions of Approval

C.1. General Conditions

- C.1.1. Subdivider shall comply with the applicable requirements of the approved documents, technical analyses/reports prepared for the Project listed as follows:
- a) *Tracy Hills Specific Plan*, approved by City Council on April 5, 2016, by Resolution No. 2016-063, and any amendments thereto.
 - b) *Amendment to the Tracy Hills Specific Plan for Phase 1B and 1C*, approved by City Council by Resolution No. 2020-_____ on November 10, 2020, including the *Transportation Consistency Analysis* prepared for the Amendment by Kimley-Horn and Associates, dated October 1, 2020, and any updates or amendments thereto ("Specific Plan Amendment").
 - c) *Tracy Hills Specific Plan Final Subsequent Environmental Impact Report*, dated January 2016, certified by City Council by Resolution No. 2016-062 on April 5, 2016, and the *Initial Study for the Proposed Amendment to the Tracy Hills Specific Plan for Phase 1B and 1C* prepared by Kimley-Horn and Associates, dated October 2020, including all mitigation measures incorporated therein (hereinafter referred to together as "EIR").
 - d) *Tracy Hills Phase 1A/B/C Plus KT Network Analysis Memorandum* prepared by Kimley-Horn and Associates, dated December 23, 2019, and *Tracy Hills Phase 1B Vesting Tentative Map Review Memorandum* prepared by Kimley-Horn and Associates, dated October 6, 2020, and any updates or amendments thereto ("Traffic Study").

- e) *Tracy Hills Phase 1B and 1C Sanitary Sewer Study Technical Memorandum* prepared by Black Water Consulting Engineers, to be completed subsequent to the approval of the Vesting Tentative Subdivision Map, and any updates or amendments thereto (“Sanitary Sewer Study”).
- f) *Peer Review and Hydraulic Evaluation for Tracy Hills Phase 1B and 1C Technical Memorandum* prepared by West Yost Associates, dated May 7, 2020, and any updates or amendments thereto (“Water Study”).
- g) *Tracy Hills Phase 1B Drainage Analysis Technical Memorandum* prepared by Ruggeri-Jensen-Azar, dated August 4, 2020, and any revisions or additions thereto required as a result of the future review of said memorandum performed by the City storm drainage consultant (“Storm Drainage Study”).
- h) *Citywide Water System Master Plan* prepared by West Yost Associates, dated December 2012.
- i) *Plan Line Study – Corral Hollow Road* prepared by Ruggeri-Jensen-Azar (“Corral Hollow Road Plan Line”), dated November 7, 2016.
- j) *Pipeline Safety Hazard Assessment, Tracy Hills Specific Plan* prepared by Place Works dated September 2014.
- k) *Any Finance Implementation Plan (“FIP”)*, as described in Section 10.20.060(b)(3)(B) of the Tracy Municipal Code, that is approved by the City Council for the property described in the Tracy Hills Phase 1B Vesting Tentative Subdivision Map, Application No. TSM18-0006.
- l) *Development Agreement*, executed between the City of Tracy and the developers of the Tracy Hills Project, approved by the City Council on April 5, 2016, by Ordinance No. 1213, and any amendments thereto (“Development Agreement”).
- m) *Settlement Agreement*, executed between the City of Tracy and the developers of the Tracy Hills Project, having an effective date of December 17, 2019 (“Settlement Agreement”).
- n) *Agreement to Defer Payment of Development Impact Fees on New Residential Development*, executed between the City of Tracy and the developers of the Tracy Hills Project, dated November 15, 2016 (“Fee Deferral Agreement”).

C.1.2. Timing of Compliance: The Applicant shall satisfy each of the following conditions prior to filing the first Final Map unless a different time for compliance is specifically stated in these Conditions of Approval. Any condition requiring an improvement that has already been designed,

completed or under a City-approved agreement may be considered satisfied at the discretion of the City Engineer.

For the purpose of these Conditions of Approval, if any Final Map or Parcel Map is filed within the boundaries of the Project solely for financing purposes only, and no permits will be requested pursuant to such map, then the requirements listed in these Conditions of Approval shall not apply to the final map or parcel map for financing purposes only.

- C.1.3. Revisions to the Vesting Tentative Subdivision Map ("VTSM"): The Subdivider shall incorporate revisions to comply with the recommendations and comments in the Traffic Study prior to signature by the City Engineer on the VTSM.

C.2. Improvement Plans

C.2.1. General

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

- C.2.2. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

C.2.2. Site Grading

C.2.2.1. Erosion Control

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

C.2.2.2. Grading and Drainage Plans

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

- C.2.2.3. When the grade differential between the Project site and the adjacent property(s) exceeds 12 inches, a reinforced or masonry block wall, engineered slope, or engineered retaining wall is required for retaining soil. The Subdivider shall submit Retaining Wall Plans that includes the construction detail(s) and structural calculations of the retaining wall or masonry wall for City's review and approval.
- C.2.2.4. If an engineered slope is used to retain soil on adjacent property outside the Project boundary, a slope easement will be necessary from the adjacent property. The Subdivider shall obtain a slope easement from owner(s) of the adjacent and affected property(s) and show the slope easement on the Final Map.
- C.2.2.5. If applicable, show existing irrigation structure(s), channel(s) and pipe(s) that are to remain or relocated or to be removed, after coordinating with the irrigation district or owner of the irrigation facilities. If there are irrigation facilities including tile drains, that are required to remain to serve existing adjacent agricultural uses, the Subdivider shall design, coordinate and construct required modifications to the facilities to the reasonable satisfaction of the owner of the irrigation facilities and the City.

C.2.3. Grading Permit

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

C.2.4. Storm Drainage

- C.2.4.1. Not used.
- C.2.4.2. All permanent underground storm drainage lines, structures and facilities to be maintained by the City shall be located within right-of-way to be dedicated to the City or within an easement. If applicable, interim facilities and storm drain lines and collection basins shall be maintained by the Subdivider.

Provide design and construction details for all storm water intercept points at Project boundary at I-580 showing adequate inlet structures, erosion control features, storm drainage easements and connections to the proposed storm drainage facilities in Tracy Hills Drive.

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

- C.2.4.3. Storm drainage plans are to be submitted with the required hydrologic and hydraulic calculations for the sizing of storm drainage pipe(s) and shall comply with the Storm Drainage Study and City Regulations.
- C2.4.4. Prior to acceptance of maintenance of any public facilities by the City, the Subdivider shall prepare and obtain approval from the Public Works Department of a maintenance plan for all temporary and permanent storm drainage facilities to be maintained by the Subdivider or the HOA. The maintenance plan shall show the phasing of roadway construction, mass grading, drainage facilities, including collection channels, erosion control and protection of the Phillips 66 pipeline during construction. A SWPPP may be used as the maintenance plan with approval by the City Engineer.
- C.2.4.5. Storm water designs shall show facilities needed for the collection and channeling of surface water runoff and off-site flow-thru surface water runoff to underground storm drainage facilities, such as temporary drainage collection channels and sedimentation ponds. These improvements shall be shown on the Grading Plans and be approved by the City Engineer before the issuance of a Grading Permit.
- C.2.4.6. Since the Project will construct a terminal retention basin, it has been determined that the Project will be exempt from the Post Construction Stormwater Quality Standards. However, should new Federal or State regulations come into effect during the buildout of the Project that would require future compliance, then the Project would not be exempted from those new requirements.

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

- C.2.4.7. All storm water structural and construction details that are not part of the City Standard Plans or City Design Standards shall be provided by the Subdivider and submitted to the City for approval as part of the improvement plans.
- C.2.4.8. Storm drainage retention basin, including dual-use recreation facilities, shall be contained within a parcel suitable for dedication to the City of Tracy. The basin shall be provided with appropriate fencing with warning signs, access roadways to and from public roadways and access roadways into the ponds for maintenance purposes as approved by the City Engineer. All storm drainage inlets into this basin shall have inlet structures with design acceptable to the City Engineer. All dual-use recreation facilities located with the retention basin shall be designed in consultation with the Engineering, Public Works, Parks & Recreation, and other applicable City departments and are subject to the final approval of said departments.
- C.2.4.9. Fixed vertical sediment depth markers shall be installed near discharge points into the Retention Basin to assist with measurements of sediment deposition over time and future assessments of the need for maintenance activities.
- C.2.4.10. Prior to or concurrently with the City's approval of the first Final Map within Project, the Subdivider shall dedicate to the City utility maintenance easements necessary for all storm drainage facilities. All requirements relating to the access and maintenance by the Utilities Department and Public Works Department shall be incorporated into the improvement plans.

C.2.5. Sanitary Sewer

- C.2.5.1. All sanitary sewer lines and associated improvements shall be designed and installed per the Sanitary Sewer Study that is to be completed subsequent to the Vesting Tentative Subdivision Map approval and City Regulations. Before approval of Final Map(s) for the Project, Subdivider shall submit improvement plans and obtain approval for the plans for all on-site sewer improvements.
- C.2.5.2. No final inspection of any residential building will be performed or certificate of occupancy for commercial building will be issued, with the exception of Model Homes, until all improvements required per the Sanitary Sewer Study and City Regulations are completed and functional, as determined by the City Engineer.

- C.2.5.3. Subdivider shall pay impact fees at the time of issuance of building permit or in accordance with the Fee Deferral Agreement.
- C.2.5.4. Prior to the City's approval of the first Final Map within Project, the Subdivider shall dedicate to the City utility maintenance easements necessary for all sanitary sewer lines. All requirements relating to the access and maintenance by the Utilities Department and Public Works Department shall be incorporated into the improvement plans.
- C.2.5.5. The design for 10" sanitary sewer main shown crossing Lot 24 on the VTSM shall be revised as necessary to address access and maintenance requirements of the Public Works Department. The 10" sanitary sewer line shall be located within a parcel to be dedicated to the City for access and maintenance. A paved access shall be provided for the entire length of the parcel to be created between Lots 23 and 24 as required by the Public Works and Utilities departments.

C.2.6. Water Distribution System

- C.2.6.1. All potable and recycled water lines and associated improvements shall be designed and installed per the Water Study and City Regulations.
- C.2.6.2. During the construction phases (vertical construction) of the Project, the Subdivider shall be responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the Fire Marshall.
- C.2.6.3. Prior to approval of each Final Map, the Subdivider shall submit calculations and improvement plans as required by the Fire Marshall and the City Engineer, and obtain a letter from the Fire Marshall that the fire flow parameters per Tracy Design Standards Section 6.02 are met for the phased construction of water lines to the satisfaction of the Fire Marshal.
- C.2.6.4. Subdivider shall install a 12-inch recycled water main in Tracy Hills Drive as required to serve the Project, connected to the existing recycled water main installed for the Tracy Hills Phase 1A project.

Initially, the 12-inch Recycled Water Main will be connected to a potable water supply (with a stub in place to future recycled water) as approved by the City until the program backbone Recycled Water facilities are in place. Once the Recycled

Water system network is online the 12-inch Recycled Water distribution main will be disconnected from the Potable Water system and connected to the Recycled Water System as part of the Recycled Water Project by the City.

- C.2.6.5. Domestic and Irrigation Water Services – The HOA will be responsible for the repair and maintenance of all valves, fittings on services related to landscaping on all parcels to be owned by HOA and within HOA easements.
- C.2.6.6. Fire Service Line – The Subdivider shall design and install fire hydrants at the locations approved by the Fire Marshall. Before the approval of the Improvement Plans, the Subdivider shall obtain written approval from the Fire Marshall for the design, location and construction details of the fire service connections to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.

C.2.7. Street Improvements

- C.2.7.1. Subdivider is required to design and construct all applicable on-site, frontage and off-site roadway improvements to serve the Project as identified in the Traffic Study, EIR and these Conditions of Approval. All improvements shall comply with City Regulations, Tracy Hills Design Standards and Specific Plan Amendment. Such improvements shall include, but are not limited to, roadways, water distribution system, sewer system, storm drainage systems, curb and gutter, sidewalks, street lighting system, traffic signals, ITS systems, pavement and crosswalk striping, bicycle lanes and trails, roadway signage and street signs, median islands, turn lanes, landscaping, and all necessary related improvements as required by the City. Timing of completion of street improvements shall comply with these Conditions of Approval.

In the case of a discrepancy between the information shown on the VTSM and the right-of-way and street improvement requirements in the Traffic Study, the Traffic Study shall govern unless determined otherwise by the City Engineer.

Subdivider shall conduct traffic counts as required by the City Engineer once every three months (or at other times if determined by the City Engineer) from the date of approval of the first Final map within the VTSM area. Subdivider shall submit report with the traffic counts to the City Engineer within 10 days from the date of the traffic counts. Where applicable, these traffic counts will be utilized to determine the timing of improvements that have been identified in the Traffic Report and the EIR.

C.2.7.2. Tracy Hills Drive and Other In-tract Streets – Right-of-Way

The Subdivider shall dedicate all rights-of-way that are necessary to construct Tracy Hills Drive and all the in-tract streets, based on their respective cross sections shown on the Vesting Tentative Subdivision Map ("VTSM") and in accordance the Traffic Study, with the Final Map for the respective phase. The width of travel lanes, turn lanes, street median, landscaping strips and sidewalks shall be in accordance with the Vesting Tentative Subdivision Map and the Traffic Study.

C.2.7.3. Tracy Hills Drive and Other In-tract Streets – Improvements

Design and construction details of Tracy Hills Drive and the in-tract streets such as asphalt concrete pavement, curb, gutter, median curb, sidewalks, street lights, fire hydrants, landscaping with automatic irrigation system, storm drains, catch basin and drop inlets, sanitary sewer mains and laterals, water mains, individual water services and meters, pavement marking and striping, traffic signs, driveways, curb ramps and all other street improvements shall comply with City Regulations, and shall be shown on the Improvement Plans.

Improvements along Tracy Hills Drive shall also include Class II bike lanes on both sides of the roadway and an ADA-compliant decomposed granite trail northerly of the north side of the roadway, in accordance with the VTSM and the Traffic Study.

C.2.7.4. Lammers Road South of Tracy Hills Drive – Right-of-Way

The Subdivider shall dedicate the right-of-way necessary to construct the ultimate future Lammers Road improvements (137' right-of-way) between Tracy Hills Drive and I-580, based on the Future Lammers Road (Ultimate) cross section shown on the VTSM and in accordance the Traffic Study, with the Final Map for the respective phase that meets the trigger thresholds identified in the Traffic Study. The ultimate future width and number of travel lanes and turn lanes, and width of street median, landscaping strips and sidewalks shall be in accordance with the Traffic Study.

The Subdivider shall dedicate or cause to be dedicated all right-of-way that is necessary to construct the ultimate future Lammers Road improvements between I-580 and Corral Hollow Road, and that is outside of the boundaries of the Project, in accordance the Traffic Study. Details of the roadway alignment and geometry shall be submitted for

review and approved by the City Engineer. The right-of-way shall be dedicated to the City prior to or concurrently with the Final Map that dedicates the right-of-way for the portion of Lammers Road between Tracy Hills Drive and I-580 as described above. The ultimate future width and number of travel lanes, turn lanes, and width of street median, landscaping strips and sidewalks shall be in accordance with the Traffic Study and roadway alignment and geometry as approved by the City Engineer.

C.2.7.5. Lammers Road South of Tracy Hills Drive – Improvements for Residential Units

A total of 1,347 residential units west of Corral Hollow Road, accessed via Tracy Hills Drive, can be built before triggering the need for the Lammers Road south connection between Tracy Hills Drive and Corral Hollow Road. This trigger equates to approximately 890 westbound and 473 eastbound P.M. peak hour trips along Tracy Hills Drive west of Corral Hollow Road.

Prior to approval of the first Final Map after the trigger threshold has been reached as determined by the traffic counts required by Condition C.2.7.1, the Subdivider shall construct Lammers Road improvements south of Tracy Hills Drive, extending between Tracy Hills Drive and Corral Hollow Road, including undercrossing beneath I-580, consisting of two travel lanes, and a shoulder, landscape strips and sidewalk on the east side as shown on the VTSM and in accordance with the Traffic Study. Subdivider shall obtain approval of encroachment permit and/or agreements from Caltrans for the I-580 undercrossing and related improvements within the Caltrans right-of-way.

C.2.7.6. Lammers Road South of Tracy Hills Drive – Improvements for Commercial Development

Prior to the final inspection of any commercial building developed on the area south of Tracy Hills Drive and east of future Lammers Road and designated as General Highway Commercial in the Specific Plan Amendment (Parcels T and U on the VTSM), the Subdivider shall construct the Interim Lammers Road Improvements south of Tracy Hills Drive, extending between Tracy Hills Drive and Corral Hollow Road, including widened undercrossing beneath I-580, consisting of four travel lanes, shoulders, street median, landscape strips and sidewalks as shown on the VTSM and in accordance with the Traffic Study. The final extent and cross-section geometry of the improvements shall be determined at the time of application for the commercial development.

C.2.7.7. In order to guarantee completion of the portion of the Lammers Road South of Tracy Hills Drive Improvements between I-580 and Corral Hollow Road and that lie outside of the boundaries of the Project, the Subdivider shall enter into an improvement agreement (SIA or OIA) and post an improvement security in the amounts and form in accordance with section 12.36.080 of the TMC and as required by these Conditions of Approval. The Subdivider shall submit the signed and notarized improvement agreement with the necessary improvement security before approval of the Final Map within the Project that meets the trigger thresholds identified in the Traffic Study.

C.2.7.8. Lammers Road North of Tracy Hills Drive – Right-of-Way

The Subdivider shall dedicate the right-of-way necessary to construct the ultimate future Lammers Road improvements (137' right-of-way) between Tracy Hills Drive and the California Aqueduct right-of-way, based on the Future Lammers Road (Ultimate) cross section shown on the VTSM and in accordance the Traffic Study, with the Final Map for the respective phase. The ultimate future width and number of travel lanes and turn lanes, and width of street median, landscaping strips and sidewalks shall be in accordance with the Traffic Study.

C.2.7.9. Lammers Road North of Tracy Hills Drive – Improvements for High Density Residential Development

At the time of approval of the first Final Map for residential development within the area north of Tracy Hills Drive and east of future Lammers Road (designated as High Density Residential in the Specific Plan Amendment and shown as Parcels B and C on the VTSM), the Subdivider shall construct the Interim Lammers Road improvements, extending between Tracy Hills Drive and the California Aqueduct right-of-way, consisting of four travel lanes, shoulders, street median, landscape strips and sidewalks as shown on the VTSM and in accordance with the Traffic Study. The final extent and cross-section geometry of the improvements shall be determined at the time of application for the high density residential development.

In order to guarantee completion of the Lammers Road North of Tracy Hills Drive Improvements, the Subdivider shall enter into an improvement agreement (SIA or OIA) and post an improvement security in the amounts and form in accordance with section 12.36.080 of the TMC and as required by these Conditions of Approval. The Subdivider shall submit the signed and notarized improvement agreement with the

necessary improvement security before approval of the first Final Map within Parcels B and C.

C.2.7.10. Corral Hollow Road at Lammers Road – Right of Way

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

The Subdivider shall dedicate all rights-of-way necessary for the widening of Corral Hollow Road required at the future intersection of Corral Hollow Road and Lammers Road. The dedication shall include additional right-of-way for turn lanes and transitions where applicable. If required, the Subdivider shall also dedicate right-of-way for construction of intersection improvements as outlined in the Traffic Study, including traffic signal or a roundabout for buildout requirements.

The Subdivider may be eligible for fee Credits and/or reimbursements for right-of-way dedication beyond Project's frontage obligation per the CRTMP requirements. Temporary or interim improvements are not eligible for fee credits or reimbursements.

C.2.7.11. Corral Hollow Road at Lammers Road – Improvements

Concurrent with the construction of improvements on Lammers Road south of Tracy Hills Drive as described above, the Subdivider shall construct the Corral Hollow Road and Lammers Road intersection improvements, consisting of either a roundabout or traffic signal and all associated improvements, in accordance with the Traffic Study.

C.2.7.12. Pavement Repaving/Overlay on Corral Hollow Road

For the first 144 homes within the VTSM area, the Subdivider shall pay \$50,000 towards its fair share towards the estimated cost of repaving/overlay from I-580 south right-of-way line to southerly City Limits as directed by the City Engineer. At the time of construction of the intersection of future Lammers Road and Corral Hollow Road the Subdivider shall design and install repaving/overlay from the intersection to I-580 south right-of-way line as directed by the City Engineer. City will make fair share contributions collected

from other projects available to the Subdivider towards the cost of repaving/overlay.

C.2.7.13. Not used.

C.2.7.14. In order to guarantee completion of the Corral Hollow Road Improvements, the Subdivider shall enter into an improvement agreement (SIA or OIA) and post an improvement security in the amounts and form in accordance with section 12.36.080 of the TMC and as required by these Conditions of Approval. The Subdivider shall submit the signed and notarized improvement agreement with the necessary improvement security before approval of the Final Map within the Project that meets the trigger thresholds identified in the Traffic Study.

C.2.7.15. Criseldo Mina Avenue and Palmer Street - Improvements

In accordance with the Traffic Study, all improvements necessary to implement Route No. 1 in the Alternative Routes Analysis contained therein, consisting of the connection of Criseldo Mina Avenue to Palmer Street, shall be completed and said streets shall be accepted by the City Council as public roadways prior to the filing of the Final Map within the Project that meets the trigger thresholds identified in the Traffic Study.

C.2.7.16. Emergency Vehicle Access (EVA)

The existing all-weather emergency vehicle access road constructed per the Conditions of Approval and EIR Mitigation Measures for the Tracy Hills Phase 1A VTSM shall be reconstructed as necessary to conform to the extended Tracy Hills Drive improvements and the proposed Project grading north of Tracy Hills Drive, as generally shown on the VTSM.

Prior to issuance of the first building permit, the Subdivider shall ensure that the existing and reconstructed portions of the all-weather emergency vehicle access road, extending from Tracy Hills Drive northerly to its terminus at South Lammers Road, is fully accessible to Fire Department vehicles and all other necessary emergency responders at all times and to the satisfaction of the Fire Department.

C.2.7.17. Traffic Control Plan

Before starting any work within the project, the Subdivider shall submit a Traffic Control Plan for each phase of work, to show the method and type of construction signs to be used for regulating traffic at the work areas and within existing

streets accessing the work areas. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California.

C.2.7.18. Encroachment Permit

Before starting any work to be performed and improvements to be constructed within City's right-of-way, the Subdivider shall obtain an Encroachment Permit from the City. The Subdivider or its authorized representative shall submit all documents that are required to process the Encroachment Permit including but not limited to, approved Improvement Plans, Traffic Control Plan, payment of engineering review fees, copy of the Contractor's license, Contractor's Tracy business license, and certificate of insurance naming the City of Tracy as additional insured or as a certificate holder.

C.2.7.19. Dead-End Streets.

A standard barricade and guardrail with appropriate traffic sign will be required at street ends. Alternatively, turnarounds/ hammerheads meeting the requirements of Fire Marshall shall be provided at the dead-end streets.

C.2.7.20. All intersections shall be designed to accommodate fire truck movements as required by the Fire Department.

C.2.7.21. Subdivider must provide and verify sight distances, where applicable, with regard to intersections, reverse lots and fence placements as required by the City Engineer.

C.2.8. EIR Mitigation Measures

The EIR identifies Project impacts that are to be mitigated by the Subdivider. The mitigation measures are summarized in the Mitigation, Monitoring and Reporting Matrix contained in the EIR as referenced under Item C.1.1.c above. Subdivider shall comply with all applicable mitigation measures as outlined in the EIR including, but not limited to, the following:

- a. Mitigation Measure HAZ 4.8-2b: Prior to issuance of grading permits, the Project Applicant shall work with Conoco Phillips and Shell to implement and observe a site damage-prevention plan to the satisfaction of the City of Tracy Engineering Division.
- b. Mitigation Measure LU 4.10-1: All tentative and final maps within the THSP shall conform to the provisions of the 2009 ALUCP (or the ALUCP in effect at the time of Project Applicant submissions)

- c. Mitigation Measure HYDRL 4.9-2: All Project Applicants shall submit and obtain City approval of a drainage plan to the City of Tracy for on-site post-construction BMP drainage improvements consistent with the Tracy Hills Storm Drain Master Plan. Once City approval is received, all Project Applicants shall construct the drainage improvements as necessary and in accordance with the timing described in the Tracy Hills Storm Drain Master Plan.
- d. Mitigation Measure NOI 4.11-3e: Prior to the issuance of Grading Permits, any residential development associated with the THSP Buildout (i.e., development other than Phase 1A) located within 260 feet of the Union Pacific Railroad corridor shall have an Acoustical Analysis prepared to fully analyze acoustical impacts and develop measures, if required, to ensure that the City's exterior standards of 70 dBA would be achieved for the proposed land uses that are subject to noise from train pass-bys. The analysis shall conduct detailed train noise modeling to verify that residences are adequately shielded and/or located at an adequate distance from the rail corridor to comply with the City's exterior standards. The analysis shall also ensure that interior noise levels do not exceed 45 dBA.
- e. Mitigation Measure PSR 4.12-6: Developers of subsequent phases of the Project (beyond Phase 1A) will be required to prepare SB 221 analysis for each subsequent phase of development.
- f. Mitigation Measure PSR 4.12-7a: As part of the development process for each individual site-specific development under the Specific Plan, the City shall review flow monitoring, at the applicant's cost, to determine available capacity.
- g. Mitigation Measure TRANS 4.13-2: To achieve compliance with CIR-3 Policy P4 and P6, the bicycle and pedestrian improvement connections from the THSP to the Citywide Network shall be implemented when the roadway infrastructure is required as determined at approval of each final map or issuance of building permits by the City Engineer. The pedestrian and bicycle facilities are included in the City of Tracy's typical cross sections and in the City TIF. Bicycle and pedestrian facilities within the THSP area shall be implemented with each building permit application/final map approval. Widening Corral Hollow Road and constructing and widening Lammers Road shall be in place when the project generates 2,588 AM peak hour trips.
- h. Mitigation Measure PSR 4.12-2: Prior to issuance of the first building permit, the developer shall construct an all-weather, emergency vehicle access to all points of the Project site from Lammers Road (including crossings of the Delta Mendota Canal, Union Pacific Railroad, and California Aqueduct). The emergency

vehicle access shall be available to police, fire, and all other necessary and relevant emergency responders. The design, location, and maintenance of the access shall meet City standards to the satisfaction of the Fire Chief. The access shall be continuously maintained by the developer until permanent access is developed and accepted for maintenance by the City

C.2.9. Neighborhood, Linear and Dual-Use Parks

- C.2.9.1. The Subdivider shall offer for dedication Parcels “EEE”, “DDD”, “CCC” and “K” for neighborhood park, linear park, and dual use recreation facility/detention basin purposes, respectively, on the Final Map that corresponds to the timing of completion of respective parks as identified in the Planning’s Department’s Conditions of Approval. The Subdivider shall design and construct the park improvements consistent with the Tracy Hills Specific Plan, Specific Plan Amendment and City Regulations. The Subdivider shall be eligible for park fee credits in accordance with the Title 13 of the TMC and the Park Improvement and Reimbursement Agreement (“PI&RA”).
- C.2.9.2. The Subdivider shall submit park improvement plans, signed and notarized improvement agreement PI&RA, and Improvement Security in the amount and type specified in the City Regulations at the time of approval of the Final Map that corresponds to the timing of completion of the park improvements specified in Planning Division’s Conditions of Approval.

C.2.10. Public Utility Easements

- C.2.10.1. Undergrounding of Overhead Utilities. Any existing overhead lines and poles within the Project boundaries shall be removed or undergrounded.
- C.2.10.2. All private utility services to serve the Project such as electric, telephone and cable TV to the building must be installed underground, within right-of-way or a dedicated Public Utility Easement (PUE) and at the location approved by the City and the respective owner(s) of the utilities.

The Subdivider shall submit improvement plans for the installation of electric, gas, telephone and TV cable lines that are to be installed under the sidewalk or within the PUE. Underground utility conduits may be installed under the sidewalks, and underground boxes and structures may be located in the landscaped parkway next to the curb. All above-ground boxes and facilities shall be behind the sidewalk and within the PUE. Pop-outs to provide additional

width of PUE where required to accommodate larger above-ground structures will be permitted subject to review and approval by Public Works Director and the City Engineer. Before approval of the first Final Map, the Subdivider shall complete the necessary coordination work with the respective owner(s) of the utilities to for approval.

- C.2.10.3. Public Utility Easements on sideyard lots shall be adjusted or eliminated in final neighborhood designs based on actual joint trench design requirements.

C.3. Final Map

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

- C.3.1. Subdivider has submitted one reproducible (mylar) copy of the approved tentative subdivision map for the Project after Subdivider's receipt of a notification of approval of the Tentative Subdivision Map. The signature of the owner of the Property on the Tentative Subdivision Map shall indicate the owner's consent to the preparation of the Tentative Subdivision Map and the proposed subdivision of the Property.
- C.3.2. Each Final Map is prepared in accordance with the applicable requirements of the Tracy Municipal Code, these Conditions of Approval, all other applicable City Regulations, and in substantial conformance with the Tentative Subdivision Map.
- C.3.3. Each Final Map includes and shows offer(s) of dedication of all right(s)-of-way and/or temporary or permanent easement(s) required by the Improvement Plans and Final Map, in accordance with City Regulations and these Conditions. If construction easement(s) is/are shown, it/they shall indicate the termination date of the construction easement(s).
- C.3.4. Horizontal and vertical control for the Project shall be based upon the City of Tracy coordinate system and at least three 2nd order Class 1 control points establishing the "Basis of Bearing" and shown as such on the Final Map. The Final Map shall also identify surveyed ties from two of the horizontal control points to a minimum of two separate points adjacent to or within the Property described by the Final Map.
- C.3.5. Subdivider has submitted a signed and stamped Engineer's Estimate that show construction cost of subdivision improvements that are described in Conditions C.2 above plus 10% for construction contingencies.
- C.3.6. Subdivision Improvement Agreement

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

C.3.7. Final Map Phasing Plan

Prior to Subdivider's submittal to the City of the first Final Map for City approval, Subdivider shall submit for the City Engineer's review and reasonable approval a phasing plan for the submittal of all Final Maps to be filed for this Vesting Tentative Subdivision Map. The phasing plan may be subject to subsequent modifications based on market conditions, the rate of development, and Subdivider's disposition of the parcels created by the Final Maps.

C.3.8. Deferred Improvement Agreement

Prior to the City's approval of the first Final Map within the Project, the Subdivider shall execute a Deferred Improvement Agreement, in substantial conformance with the City's standard form agreement, by which (among other things) the Subdivider agrees to complete construction of all remaining public facilities (to the extent the public facilities are not included in the Subdivision Improvement Agreement or other executed agreement(s) with the City) which are required by these Conditions of Approval. The Deferred Improvement Agreement shall identify timing requirements for construction of all remaining public facilities, in conformance with the phasing plan submitted by the Subdivider and approved by the City Engineer.

C.3.9. Improvement Security

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

- C.3.9.1 Faithful Performance (100% of the estimated cost of constructing the public facilities).
- C.3.9.2 Labor & Material (100% of the estimated cost of constructing the public facilities).
- C.3.9.3 Warranty (10% of the estimated cost of constructing the public facilities).

C.3.9.4 Monumentation (\$750 multiplied by the total number of street centerline monuments that are shown on the Final Map).

C.3.10. Subdivider has paid engineering review fees including improvement plan checking, final map review, agreement processing, and all other fees required by these Conditions of Approval and City Regulations.

C.3.11. Subdivider has submitted technical or materials specifications, cost estimate, and technical reports related to the design of improvements that are shown on the Improvement Plans and as required by these Conditions.

C.3.12. Subdivider has submitted hydrologic and storm drainage calculations for the design and sizing of in-tract storm drainage pipes located within the Project.

C.3.13. Subdivider has submitted signed and stamped Improvement Plans.

C.3.14. Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA.

C.3.15. Signed and notarized Deferred Improvement Agreement (DIA) and Improvement Security, to allow deferment of completion of improvements as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with the DIA and Section 12.36.080 of the TMC.

C.4. Grading and Encroachment Permits

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

C.4.1. Grading and Drainage Plans prepared on a 24" x 36" size polyester film (mylar). Grading and Drainage Plans shall be prepared under the supervision of and stamped and signed by a Registered Civil Engineer.

C.4.2. Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

C.4.3. Three sets of the Storm Water Pollution Prevention Plan (SWPPP) identical to the reports submitted to the State Water Quality Control

Board (SWQCB) and any documentation or written approvals from the SWQCB including a copy of the Notice of Intent (NOI) with the state-issued Wastewater Discharge Identification number (WDID). After the completion of the Project, the Subdivider is responsible for filing the Notice of Termination (NOT) required by SWQCB, and shall provide the City, a copy of the completed Notice of Termination.

- C.4.4. Cost of preparing the SWPPP, NOI and NOT including the annual storm drainage fees and the filing fees of the NOI and NOT shall be paid by the Subdivider. The Subdivider shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the Storm Water Regulations adopted by the City in 2008 and any subsequent amendment(s), and the City Regulations.
- C.4.5. Two sets of the Project's Geotechnical Report signed and stamped by a licensed Geo-technical Engineer licensed to practice in the State of California. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, percolation rate, roadway section construction recommendations and elevation of the highest observed groundwater level.
- C.4.6. A copy of the Approved Fugitive Dust and Emissions Control Plan that meets San Joaquin Valley Air Pollution Control District (SJVAPCD) as required in Mitigation Monitoring and Reporting Program of the Tracy Hills Specific Plan Final Environmental Impact Report (TH-EIR).
- C.4.7. Two sets of Hydrologic and Storm Drainage Calculations for the design of the on-site storm drainage system.
- C.4.8. Reasonable written permission from irrigation district or affected owner(s), if applicable. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.
- C.4.9. Written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), if applicable. All existing on-site wells, if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. The Subdivider shall be responsible for all costs associated with the abandonment or removal of the existing well(s) including the cost of permit(s) and inspection.
- C.4.10. Improvement Plans prepared on a 24" x 36" size 4-mil thick polyester film (mylar) that incorporate all the requirements described in these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

- C.4.11. Two sets of structural calculations for drainage structures and retaining walls within street right-of-way and retention basins signed and stamped by a Structural Engineer licensed in the State of California.
- C.4.12. Not Used.
- C.4.13. Check payment for the applicable engineering review fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable fees as required by these Conditions of Approval. The engineering review fees will be calculated based on the current fee rate adopted by the City Council.
- C.4.14. Traffic Control Plan for each phase signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California.
- C.4.15. As required per Mitigation Measure 4.8-2a of the EIR, the Subdivider shall submit, prior to issuance of grading permits, a Phase II ESA focused on soil sampling conducted near the location of the underground crude oil pipelines, as determined by a qualified Phase II/Site Characterization specialist.
- C.4.16. As required per Mitigation Measure 4.8-2b of the EIR, prior to issuance of grading permits, the Subdivider shall work with Conoco Phillips to implement and observe a site damage prevention plan to the satisfaction of the City of Tracy Engineering Division.
- C.4.17 Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA.
- C.4.18 Signed and notarized Deferred Improvement Agreement (DIA) and Improvement Security, to allow deferment of completion of improvements as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with the DIA and Section 12.36.080 of the TMC, or pursuant to the terms of the Development Agreement, as appropriate.

C.5. Building Permit

The City will not approve any building permit within the Project boundaries (except for a plumbing permit issued for the purpose of perfecting an RGA) until a Final Map is approved by the City Council and it is recorded at the San Joaquin County Recorder's Office, and the Subdivider demonstrates, to the reasonable satisfaction of the City Engineer, compliance with all the required Conditions of Approval and payment of fees in accordance with the Fee Deferral Agreement including but not limited to the following:

- C.5.1. Payment of the applicable current City-Wide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park Development Impact Fees as these relate to the Project and as required by these Conditions of Approval.
- C.5.2. Payment of applicable Regional Transportation Impact Fees (RTIF) as required in the Mitigation, Monitoring and Reporting Program of the EIR, these Conditions of Approval, and the Settlement Agreement.
- C.5.3. Check payment of any applicable Agricultural Mitigation Fee as required in Chapter 13.28 of the Tracy Municipal Code and Mitigation Measure AG 4.2.1 of the EIR and these Conditions of Approval.
- C.5.4. Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC.

C.6. Final Building Inspection

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

- C.6.1. The Subdivider has completed construction of all public facilities required to serve the building for which a certificate of occupancy is requested or a final building inspection has to be performed unless otherwise defined herein. Unless specifically provided in these Conditions, or the City Regulations, the Subdivider shall take all actions necessary to construct all public facilities required to serve the Project, and the Subdivider shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.7. Temporary or Final Building Certificate of Occupancy

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

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

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

C.8. Acceptance of Public Improvements

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

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

C.9. Release of Improvement Security

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

C.10. Special Conditions

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

trench extends beyond the median island, the limit of asphalt concrete overlay shall be up to the lip of existing gutter located along that side of the street.

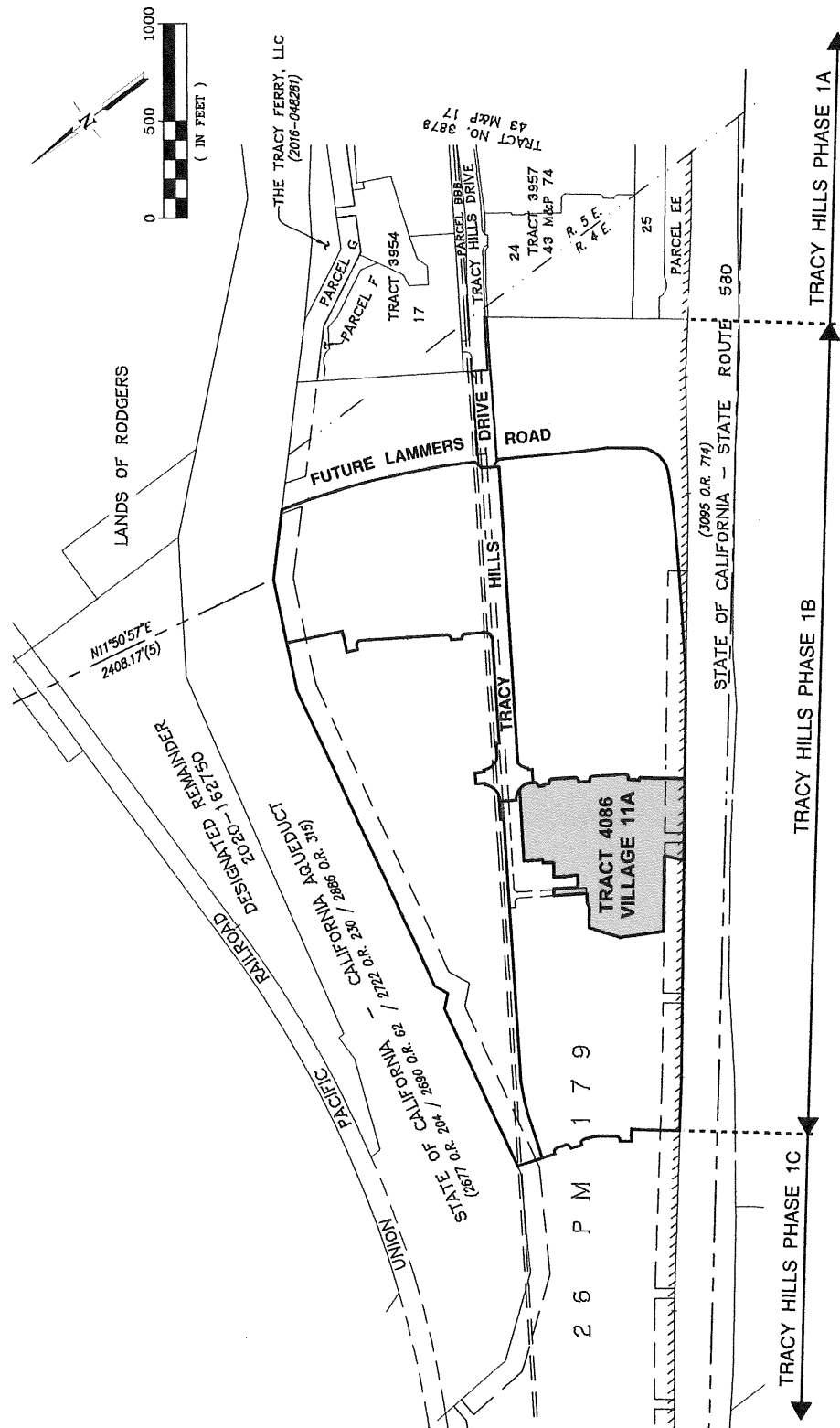
- C.10.3. All improvement plans shall contain a note stating that the Developer (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers. Any damaged, displaced, obliterated or lost monuments or survey markers shall be re-established or replaced by a licensed Land Surveyor at the Developer's (or Contractor's) sole expense. A corner record must be filed in accordance with the State law for any reset monuments (California Business and Professions Code Section 8871).

C.10.4. Benefit District

The Subdivider may make a written request to the City for the formation of a Benefit District, before the approval of the final map and improvement plans for the public facility(s) considered to be oversized that benefits other property(s) or development(s). Reimbursement request(s) will be processed in accordance with TMC Chapter 12.60.

- C.10.5. The CFD or HOA shall include future costs of maintenance including PG&E charges for all new streetlights and new traffic signals to be installed by the Project.

- C.10.6. Nothing contained in these Conditions shall be construed to permit any violation of City Regulations. Subject, however, to City Regulations, this Condition does not preclude the City from requiring pertinent revisions and additional requirements to the final map, improvement agreements, and improvement plans, before the City Engineer's signature on the final map and improvement plans, if the City Engineer finds it necessary due to public health and safety reasons. (Government Code section 66498.6.) The Subdivider shall bear all the cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.



RESOLUTION 2022-_____

APPROVING THE FINAL SUBDIVISION MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 4086 - TRACY HILLS VILLAGE 11A, AND AUTHORIZING THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

WHEREAS, A Small-Lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1B (VTSM) consisting of 432 single-family residential lots, park parcels, HOA recreation area parcel, dual-use retention basin parcel, and numerous other parcels to be owned and maintained by Homeowners Association, Developer or City, on approximately 309.9 acres located in the Tracy Hills Specific Plan Area, west of Tracy Hills Phase 1A in the vicinity of Tracy Hills Drive, was approved by the Tracy City Council on November 10, 2020, pursuant to Resolution No. 2020-188, and

WHEREAS, The Final Subdivision Map for Tract 4086 - Tracy Hills Phase 11A, consists of 45 single-family residential lots and other associated parcels located on approximately 12.0 acres within the boundaries of and in conformance with the VTSM, and

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

WHEREAS, The Improvement Plans, Specifications, and Cost Estimates for the required public street and utility improvements have been prepared on behalf of the Developer and approved by the City Engineer and are incorporated into the subject Subdivision Improvement Agreement for Tract 4086 - Tracy Hills Phase 11A (SIA) by reference, and

WHEREAS, The Landscape Improvement Plans for the required landscape and irrigation improvements in the parkway strips within the public streets are still under review by the City Engineer and will be incorporated into and made part of the SIA upon approval by the City Engineer, and

WHEREAS, The SIA addresses construction of the public streets, utilities and other in-tract improvements associated with the 45 single-family residential lots and other facilities that will be constructed by the Developer as part of the Tract 4086 - Tracy Hills Village 11A development, and

WHEREAS, The SIA is intended to replace and supersede the Inspection Improvement Agreement for Tract 4086 - Tracy Hills Village 11A, which was approved by the City Manager on September 3, 2021, and executed by the City and Developer, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the Final Subdivision Map and Subdivision Improvement Agreement for Tract 4086 - Tracy Hills Village 11A and authorizes the City Clerk to file the Subdivision Improvement Agreement with the Office of the San Joaquin County Recorder.

* * * * *

The foregoing Resolution 2022-_____ was passed and adopted by the Tracy City Council on the 18th day of January, 2022, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.C

REQUEST

APPROVE THE FINAL SUBDIVISION MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 4085 - TRACY HILLS VILLAGE 10C, AND AUTHORIZE THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

EXECUTIVE SUMMARY

City staff requests that the City Council approve the Final Subdivision Map for Tract 4085 - Tracy Hills Village 10C, for subdivision into 62 single-family residential lots and numerous other parcels. Approval of the Final Subdivision Map will facilitate recordation of the Final Subdivision Map, the construction of in-tract improvements, and the issuance of the building permits to construct the residential houses. Lennar Homes of California, Inc., a California Corporation (Developer), has signed the Subdivision Improvement Agreement (SIA) and posted the required security to guarantee completion of the improvements required as a condition of approval of the Final Subdivision Map.

DISCUSSION

On November 10, 2020, the City Council adopted the Tracy Hills Specific Plan Amendment for the Tracy Hills Phase 1B/1C and approved various related land use entitlements, including that certain Small-Lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1B, pursuant to Resolution No. 2020-188 (VTSM). The VTSM includes 432 single-family residential lots, park parcels, Homeowners Association recreation area parcel, dual-use retention basin parcel, and numerous other parcels to be owned and maintained by Homeowners Association, Developer or City, on approximately 309.9 acres located in the Tracy Hills Specific Plan Area, west of Tracy Hills Phase 1A in the vicinity of Tracy Hills Drive. Attachment A shows the overall Tracy Hills Phase 1B project area and the location of the subject Final Subdivision Map for Tract 4085 - Tracy Hills Phase 10C.

The Developer is requesting approval of the Final Subdivision Map for Tract 4085 - Tracy Hills Village 10C to create 62 single-family residential lots and other associated parcels located on approximately 34.0 acres within the boundaries of and in conformance with the VTSM. The Final Subdivision Map for Tract 4085 - Tracy Hills Phase 10C (Attachment B) has been prepared on behalf of the Developer and reviewed by the Engineering Division.

The Conditions of Approval for the VTSM require the Developer to design and construct certain on-site improvements connected with the approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards. Improvement Plans for the required public street and utility improvements have been prepared on behalf of the Developer and approved by the City Engineer. Landscape Improvement Plans for the required landscape and irrigation improvements in the parkway strips within the public streets are still under review by the City Engineer and will be incorporated into and made part of the SIA upon approval by the City Engineer. Since the required improvements will not be completed prior to the

recordation of the Final Subdivision Map, the Developer has requested to execute the SIA to guarantee the completion of the improvements as authorized by Government Code Section 66462.

The SIA (Attachment C) addresses construction of the public streets, utilities and other in-tract improvements associated with the 62 single-family residential lots and other facilities that will be constructed by the Developer as part of Tract 4085 - Tracy Hills Village 10C.

The SIA is intended to replace and supersede the Inspection Improvement Agreement for Tract 4085 - Tracy Hills Village 10C that was approved by the City Manager on September 3, 2021, and executed by the City and Developer, which allowed the Developer to proceed with the construction and installation of the required public improvements at its own risk prior to the Engineering Division's completion of the review and approval of the appurtenant plans and specifications.

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

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

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

FISCAL IMPACT

The Developer has paid the applicable engineering review fees, which include the cost of review of the Improvement Plans and Final Map and processing the Agreement.

STRATEGIC PLAN

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

RECOMMENDATION

Staff recommends that the Tracy City Council, by resolution, approve the Final Subdivision Map and Subdivision Improvement Agreement for Tract 4085 - Tracy Hills Village 10C, and authorize the City Clerk to file the Subdivision Improvement Agreement with the Office of the San Joaquin County Recorder.

Prepared by: Doug Rodgers, SNG & Associates, Inc.

Reviewed by: Robert Armijo, City Engineer / Assistant Director of Development Services
William Dean, Interim Director of Development Services
Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

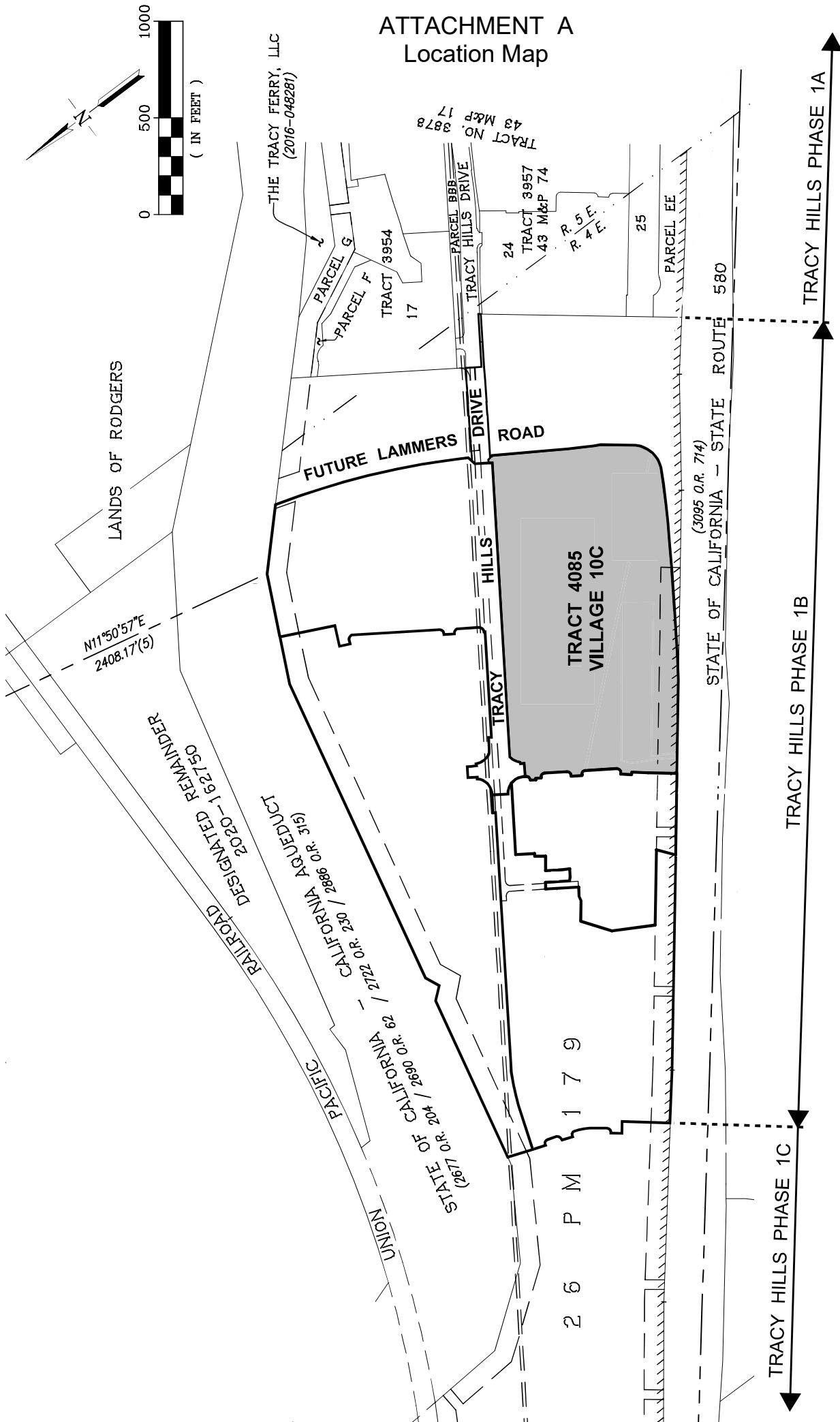
Approved by: Michael Rogers, City Manager

ATTACHMENTS

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

ATTACHMENT A

Location Map



TRACT NO. 4085
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 10C

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2 AND 3
AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020
IN BOOK 26 OF PARCEL MAPS AT PAGE 179
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 12, T. 3 S., R. 4 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
AUGUST 2021

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 4085, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 10C", CITY OF TRACY, CALIFORNIA, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY, IN FEE, FOR PUBLIC PURPOSES. THE AREAS DESIGNATED AS "LANDSCAPE MAINTENANCE EASEMENT", "LANDSCAPE MAINTENANCE EASEMENT", "OBSTRUCTION REMOVAL EASEMENT", "KUSNICK STREET", "JUNIPER STREET", "ALLEGRA AVENUE", "OBERRON STREET", "POINER STREET", AND "IRONWOOD STREET" WITHIN THE BOUNDARY OF THIS MAP ARE FOR THE PURPOSE OF PUBLIC STREETS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES. THE CITY OF TRACY SHALL RESERVE THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE 1-FOOT WIDE ACCESS RESERVE STRIP SHOWN AT BOTH ENDS OF NEEDHAM AVENUE, THE WEST SIDE OF IRONWOOD STREET, THE EAST END OF JUNEFIELD AVENUE, AND THE SOUTH END OF KUSNICK STREET.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE HOMEOWNERS ASSOCIATION: THE AREAS DESIGNATED IN THIS MAP AS PARCELS "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "Q", "R", "S", "T", "U", "V", "W", "X", "Y", AND "Z".

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

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

THE REAL PROPERTY DESCRIBED BELOW IS RESERVED AS AN EASEMENT FOR PRIVATE PURPOSES. THE AREAS DESIGNATED AS "LANDSCAPE MAINTENANCE EASEMENT" OR "LME" ARE FOR LANDSCAPING PURPOSES. SAID AREAS SHALL BE CONVEYED TO THE HOMEOWNERS ASSOCIATION OF THIS SUBDIVISION BY SEPARATE INSTRUMENT.

THE UNDERSIGNED HEREBY RELINQUISH TO THE PUBLIC FOREVER ALL ABUTTERS RIGHTS OF ACCESS FOR PEDESTRIAN AND VEHICLE INGRESS AND EGRESS ACROSS THE LOT LINES SHOWN THUSLY: //////////////// (LOTS 13, 21, 35, 54 AND 55 TO AND FROM NEEDHAM AVENUE, LOT 36 TO AND FROM KUSNICK STREET, AND LOTS 20, 28 AND 29 TO AND FROM JUNEFIELD AVENUE).

DATED THIS _____ DAY OF _____, 2021.

OWNER: AG ESSENTIAL HOUSING CA 1, L.P., A DELAWARE LIMITED PARTNERSHIP

BY: AGWP ASSET MANAGEMENT, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY,
ITS AUTHORIZED AGENT

BY: STEVEN S. BENSON, ITS MANAGER

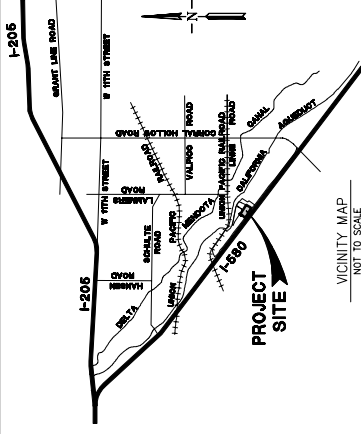
OWNER'S ACKNOWLEDGEMENT

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

STATE OF ARIZONA
COUNTY OF MARICOPA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2021, BY STEVEN S. BENSON, THE MANAGER OF AGWP ASSET MANAGEMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND AGWP ASSET MANAGEMENT, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, BOTH OF WHICH ARE DELAWARE LIMITED PARTNERSHIPS, FOR AND ON BEHALF THEREOF.

NOTARY PUBLIC
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
PRINCIPAL COUNTY OF BUSINESS: _____



TRACY HILLS VILLAGE 10C

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2 AND 3
AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020
IN BOOK 26 OF PARCEL MAPS AT PAGE 179
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 12, T. 3 S., R. 4 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
AUGUST 2021

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY) THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2022, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS _____ DAY OF _____, 2021.

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



CITY ENGINEER'S STATEMENT

ROBERT ARMUO, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF TRACY, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4085, SUBDIVISIONS OF THE SAN JOAQUIN COUNTY TRACT TILLS VILLAGE 100", CITY OF TRACY, CALIFORNIA AND THAT THE SUBDIVISIONS SHOWN THEREON COMPLY WITH THE PROVISIONS OF THE FINAL TENTATIVE MAP, ALTERNATE 1, THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THEREO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2021.

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

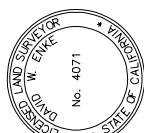


SURVEYOR FOR THE CITY STATEMENT

I, DAVID W. ENKE, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4085, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 100", CITY OF TRACY, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

INDICATED THIS DAY OF _____, 2021.

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



CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY AG ESSENTIAL HOUSING CA 1, L.P., 8585 E. HARTFORD DRIVE, SUITE 118, SCOTTSDALE, AZ 85255:

"LAMMERS ROAD", "KUSNICK STREET", "JUNEFIELD AVENUE", "NEEDHAM AVENUE", "OBERON STREET", "POSNER STREET", AND "IRONWOOD STREET" FOR THE PURPOSES OF PUBLIC STREET RIGHTS-OF-WAY.

THE FOLLOWING REAL PROPERTY IS DEDICATED BY AG ESSENTIAL HOUSING CA 1, L.P. TO THE CITY OF TRACY AS EASEMENTS FOR PUBLIC PURPOSES: "PUBLIC UTILITY EASEMENT" OR "PUE", AND "STORM DRAIN EASEMENT" OR "SDE".

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

SIGNATURE OMISSIONS:

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

1. SJCOG, INC. CONSERVATION EASEMENTS: 2012-091623
2. CITY OF TRACY EMERGENCY VEHICLE ACCESS: 2018-009292
3. CONOCO PHILLIPS PIPELINE EASEMENTS: 1897 O.R. 449, 1963 O.R. 227

CITY CLERK'S STATEMENT

[illegible]

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

DATED THIS _____ DAY OF _____, 2021.

ADRIANNE RICHARDSON, CITY CLERK
AND CLERK OF THE CITY COUNCIL

TRACT NO. 4085

SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 10C

BEING A SUBDIVISION OF PARCELS 2 AND 3
AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020
IN BOOK 26 OF PARCEL MAPS AT PAGE 179
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BRING A PORTION OF THE MONUMENT TO 3 S., R. 4 E.
MOUNT DIABLO MERIDIAN

LEGEND

---	TRACT MAP BOUNDARY LINE
---	LOT LINE
---	EXISTING EASEMENT LINE
---	NEW EASEMENT LINE
---	MONUMENT LINE
---	MONUMENT TIE LINE
---	EXISTING PROPERTY LINE
●	FOUND MONUMENT AS NOTED
⊙	SET STANDARD MONUMENT, STAMPED LS 6441
○	3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
	ABUTTER'S RIGHTS OF ACCESS RELINQUISHED

SDE	STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
LM	LANDSCAPE MAINTENANCE EASEMENT
EX	EXISTING FEET
EX. 1	EX. 1' EASEMENT TO MONUMENT
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
(O.R.)	OFFICIAL RECORDS
()	RECORD DATA & REFERENCE

REFERENCES:

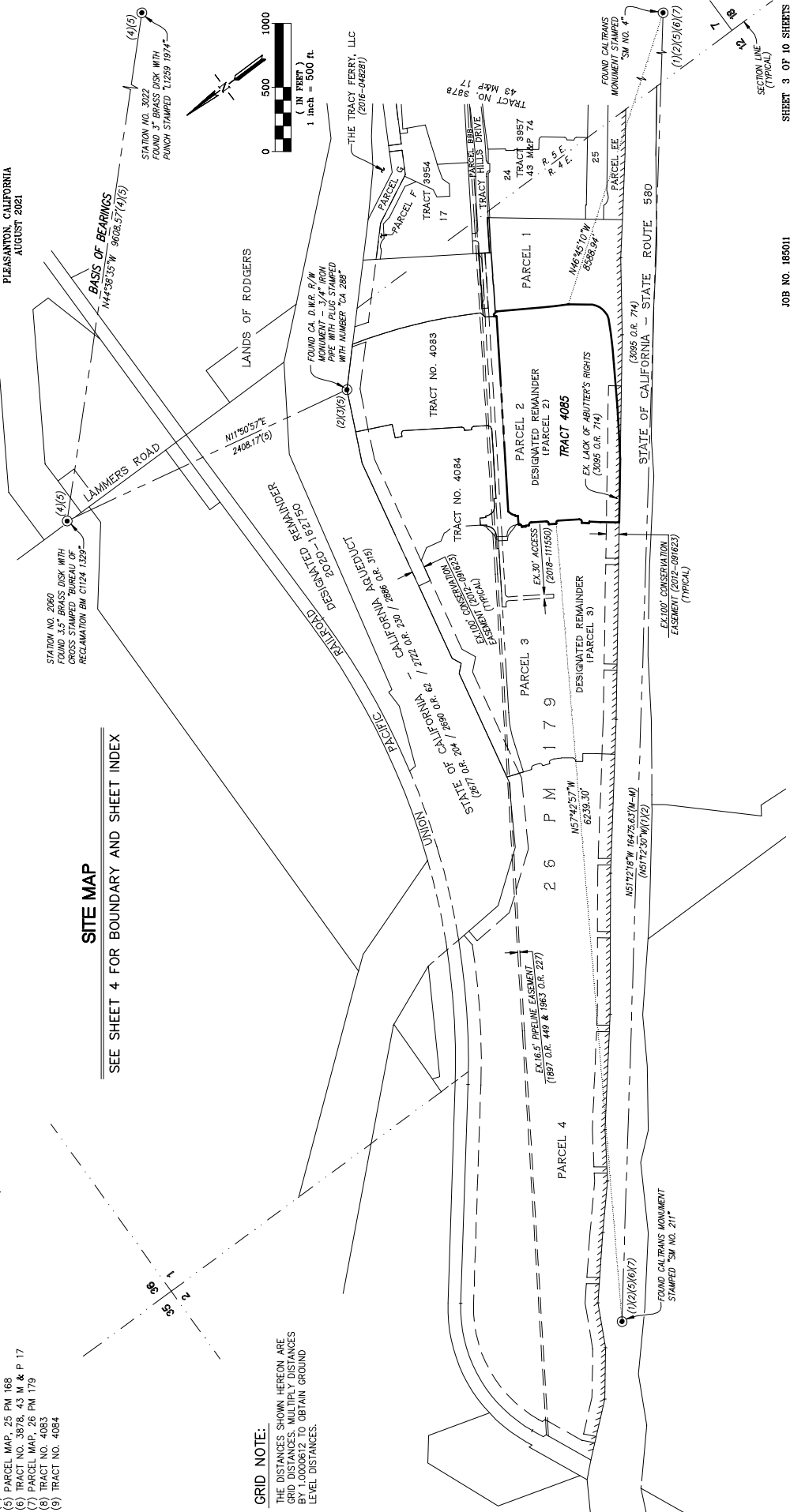
- (1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10, S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
- (2) RECORD OF SURVEY, 33 RS 57
- (3) DEPARTMENT OF WATER RESOURCES RIGHT OF WAY MAPS, DRAWING NUMBERS 01011-39-06, 01012-39-07 AND 01013-39-08
- (4) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
- (5) PARCEL MAP, 25 PM 168
- (6) TRACT NO. 3878, 43 M & P 17
- (7) PARCEL MAP, 26 PM 179
- (8) TRACT NO. 4083
- (9) TRACT NO. 4084

SITE MAP

SEE SHEET 4 FOR BOUNDARY AND SHEET INDEX

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE
GRID DISTANCES. MULTIPLY DISTANCES
BY 1.0000812 TO OBTAIN GROUND
LEVEL DISTANCES.



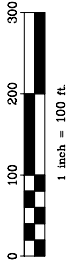
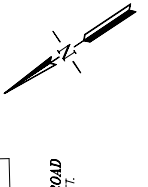
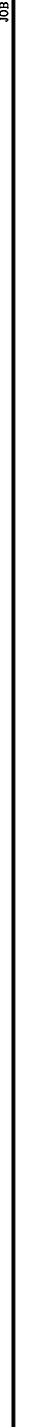
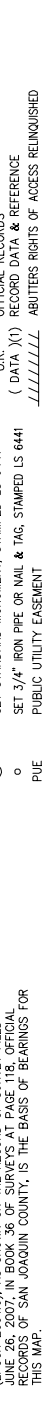
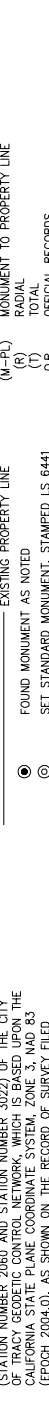
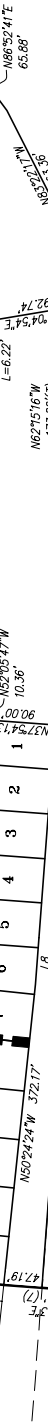
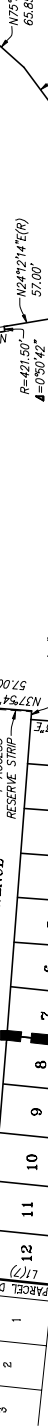
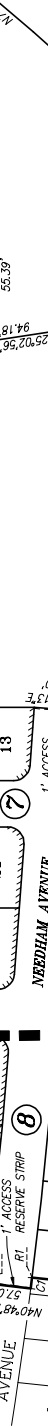
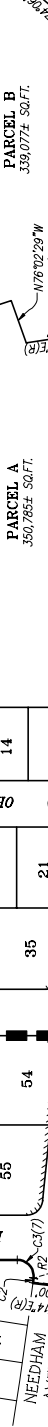
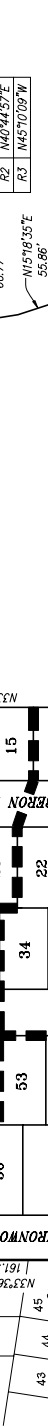
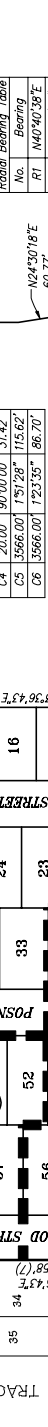
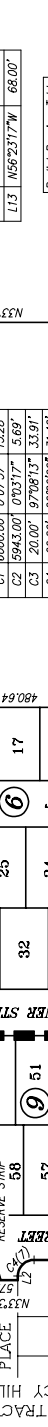
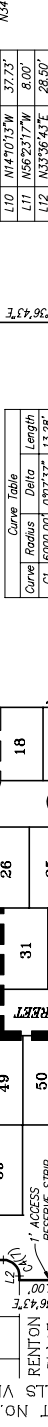
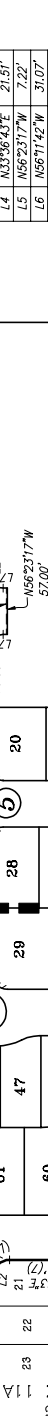
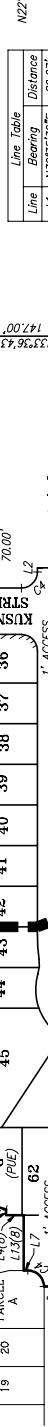
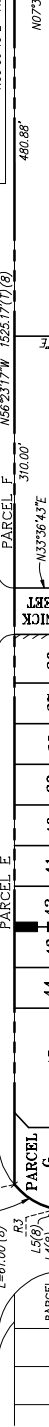
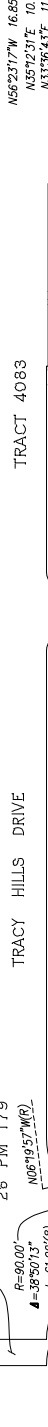
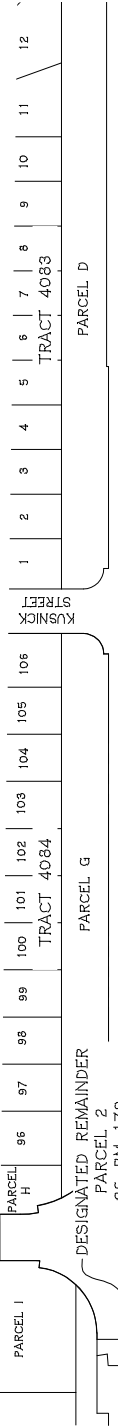
JOB NO. 185011

SHEET 3 OF 10 SHEETS

BOUNDARY MAP

AREA WITHIN TRACT MAP BOUNDARY LINE = 33.981-ACRES
AREA OF LOTS 1-52 = 8.301-ACRES
AREA OF STREETS = 3.662-ACRES

5 SHEET NUMBER



1 inch = 100 ft.

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REFERENCES:

- (1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.1. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
- (2) RECORD OF SURVEY, 33 RS 57
- (3) RECORD OF SURVEY, 33 RS 58
- (4) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD 01012-39-07 AND 01013-39-08
- (5) OF SURVEY, 36 RS 118
- (6) PARCEL MAP, 25 PM 168
- (7) PARCEL NO. 3678, 43 M & P 17
- (8) PARCEL MAP, 26 PM 179
- (9) TRACT NO. 4083
- (10) TRACT NO. 4084

TRACT NO. 4085
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 10C

BRING A SUBDIVISION OF PARCELS 2 AND 3
AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020
IN BOOK 18006 PAGE 19
OF THE RECORDS OF THE COUNTY OF SAN JOAQUIN
BRING A PORTION OF SECTION 12 T. 3 S. R. 4 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS-PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
AUGUST 2021

JOB NO. 185011

SHEET 4 OF 10 SHEETS

LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- FOUND MONUMENT AS NOTED
- SET STANDARD MONUMENT, STAMPED LS 6441
- SET 3/4" IRON PEE OR NAIL & TAG, STAMPED LS 6441
- PUBLIC UTILITY EASEMENT
- STORM DRAIN EASEMENT
- SANITARY SEWER EASEMENT
- SIGHT DISTANCE EASEMENT
- LANDSCAPE MAINTENANCE EASEMENT
- EXISTING
- SQ. FT.
- MONUMENT TO MONUMENT
- MONUMENT TO PROPERTY LINE
- MONUMENT TO MONUMENT
- MONUMENT TO PROPERTY LINE
- RADIAL
- TOTAL
- O.R.
- RECORD DATA & REFERENCE
- ABUTTERS RIGHTS OF ACCESS RELINQUISHED

GRID NOTE:

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

BASIS OF BEARINGS

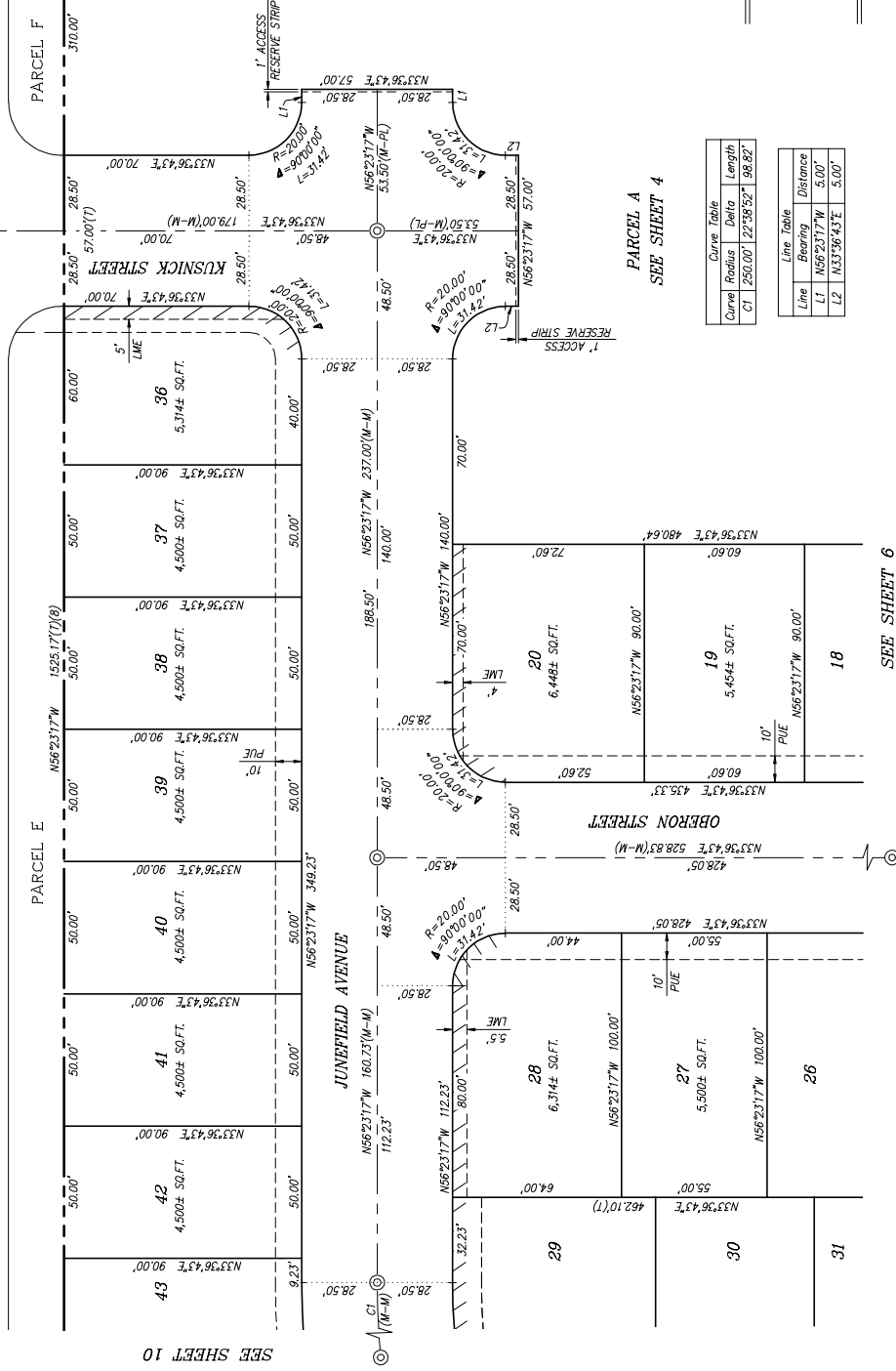
THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007,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

REFERENCES:

- (1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
- (2) RECORD OF SURVEY, 33 RS 57
- (3) DEPARTMENT OF WATER RESOURCES RIGHT OF WAY MAPS, DRAWING NUMBERS 0001-39-06, 01012-39-07 AND 01013-39-08
- (4) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
- (5) RECORD MAP 156
- (6) TRACT NO. 3978, 43 N & P 17
- (7) PARCEL MAP 26 PM 179
- (8) TRACT NO. 4083
- (9) TRACT NO. 4084

TRACT NO. 4083

TRACY HILLS DRIVE



TRACT NO. 4085 SUBDIVISIONS OF SAN JOAQUIN COUNTY TRACY HILLS VILLAGE 10C

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2 AND 3 AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020 IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 12 T. 3 S. R. 4 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
AUGUST 2021

JOB NO. 185011

SHEET 5 OF 10 SHEETS

REFERENCES:

- (1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10, S.J. 580 11.0 SHEETS 9 TO 11 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
- (2) RECORD OF SURVEY, 33 RS 57
- (3) DEPARTMENT OF WATER RESOURCES RIGHT OF WAY MAPS, DRAWING NUMBERS 01011-39-06, 01012-39-07 AND 01013-39-08
- (4) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
- (5) PARCEL MAP, 25 PM 168
- (6) TRACT NO. 3878, 43 M & P 17
- (7) PARCEL MAP, 26 PM 179
- (8) TRACT NO. 4083
- (9) TRACT NO. 4084

GRID NOTE:

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

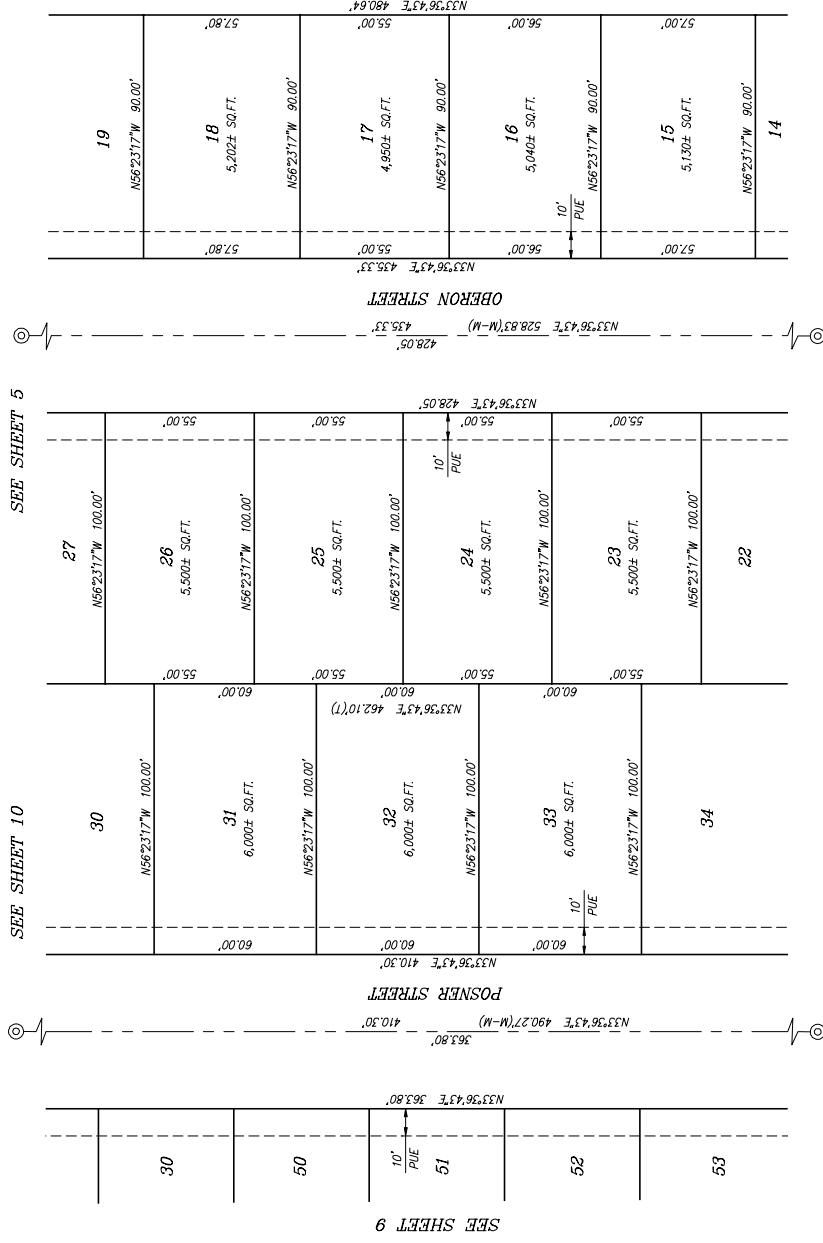
BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004-0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- FOUND MONUMENT AS NOTED
 - SET STANDARD MONUMENT, STAMPED LS 6441
 - SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
 - SDE
 - STORM DRAIN EASEMENT
 - PUE
 - PUBLIC UTILITY EASEMENT
 - LANDSCAPE MAINTENANCE EASEMENT
 - EXISTING
 - SQ.FT.
 - MONUMENT TO MONUMENT
 - (M-M)
 - MONUMENT TO MONUMENT LINE
 - (M-PL)
 - MONUMENT TO PROPERTY LINE
 - (R)
 - RADIAL
 - (1)
 - TOTAL RECORDS
 - (DATA, (1) RECORD DATA, & REFERENCE
 - ABUTTERS RIGHTS OF ACCESS RELINQUISHED

PARCEL A
SEE SHEET 4



TRACY HILLS VILLAGE 10C

TRACT NO. 4085
SUBDIVISIONS OF SAN JOAQUIN COUNTY

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2 AND 3
AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020
IN BOOK 36 OF SURVEYS AT PAGE 118
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY
BEING A PORTION OF SECTION 12 T. 3 S. R. 4 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
AUGUST 2021

JOB NO. 185011

SHEET 6 OF 10 SHEETS

REFERENCES:

- (1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10, S.J. 590 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3995 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
- (2) RECORD OF SURVEY, 33 RS 57
- (3) DEPARTMENT OF WATER RESOURCES RIGHT OF WAY MAPS, DRAWING NUMBERS 01011-39-06, 01012-39-07 AND 01013-39-08
- (4) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
- (5) PARCEL MAP, 25 PM 168
- (6) TRACT NO. 3878, 43 M & P 17
- (7) PARCEL MAP, 26 PM 179
- (8) TRACT NO. 4083
- (9) TRACT NO. 4084

GRID NOTE:

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

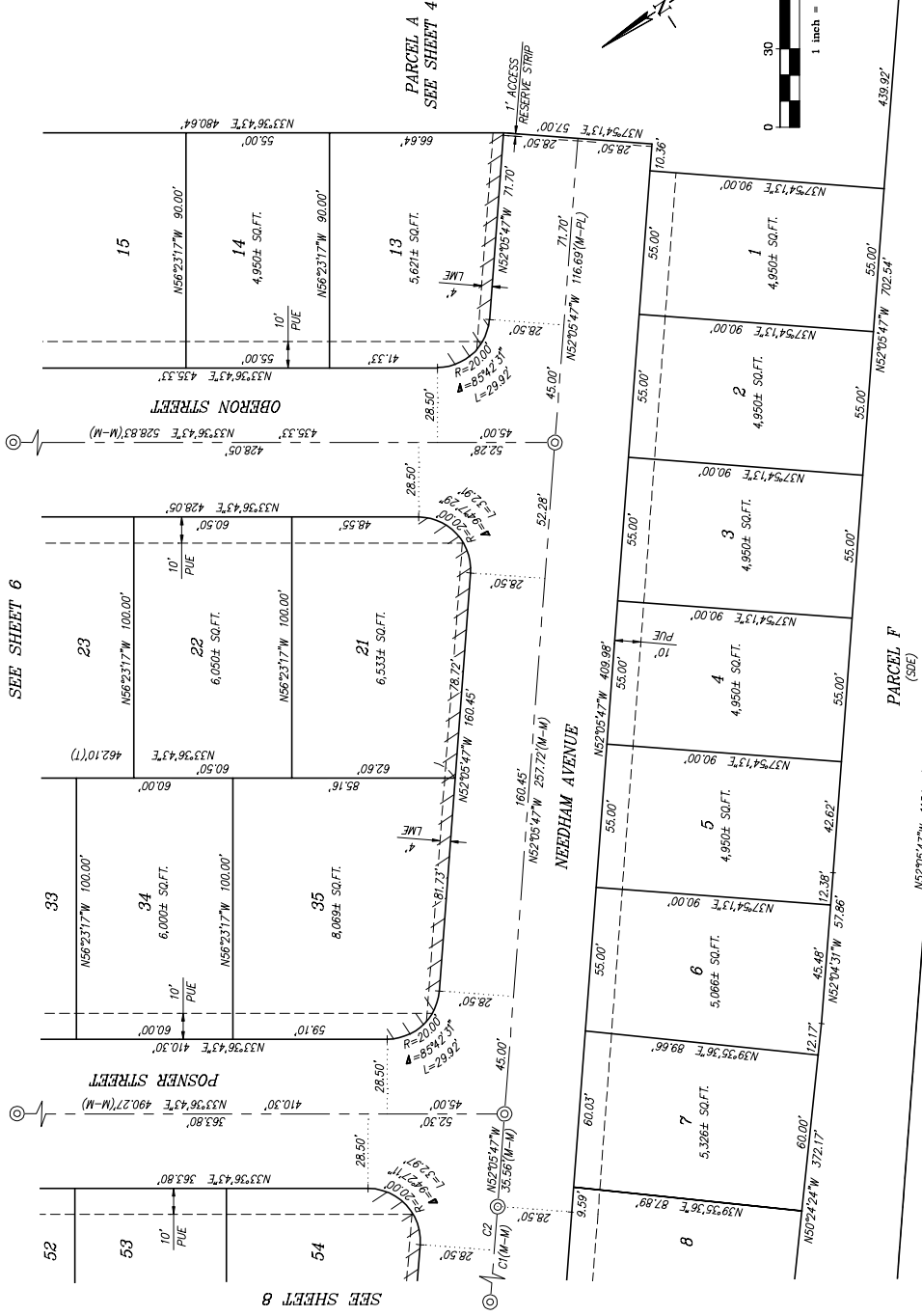
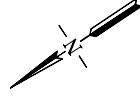
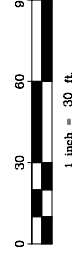
BASIS OF BEARINGS

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LEGEND

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TRACY HILLS VILLAGE 10C

TRACT NO. 4085
SUBDIVISIONS OF SAN JOAQUIN COUNTY

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2 AND 3 AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020 IN BOOK 36 OF SURVEYS AT PAGE 119
WITNESSED BY TWO JUSTICES OF THE PEACE OF THE COUNTY OF SAN JOAQUIN, CALIFORNIA
BEING A PORTION OF SECTION 12 T. 3 S. R. 4 E.
MOUNT DIABLO MERIDIAN

Curve Radius	Delta	Length
C1 15071.50'	219.42°	242.66'
C2 15071.50'	079.42°	16.86'

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
AUGUST 2021

JOB NO. 185011

SHEET 7 OF 10 SHEETS

REFERENCES:

- (1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10, S.J. 580 11.0 SHEET 21 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS
- (2) RECORD OF SURVEY, 33 RS 57
- (3) DEPARTMENT OF WATER RESOURCES RIGHT OF WAY MAPS, DRAWING NUMBERS 01011-39-06, 01012-39-07 AND 01013-39-08
- (4) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
- (5) PARCEL MAP, 25 PM 168
- (6) TRACT NO. 3878, 43 M & P 17
- (7) PARCEL MAP, 26 PM 179
- (8) TRACT NO. 4083
- (9) TRACT NO. 4084

GRID NOTE:

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

BASIS OF BEARINGS

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TRACT NO. 4085
SUBDIVISIONS OF SAN JOAQUIN COUNTY

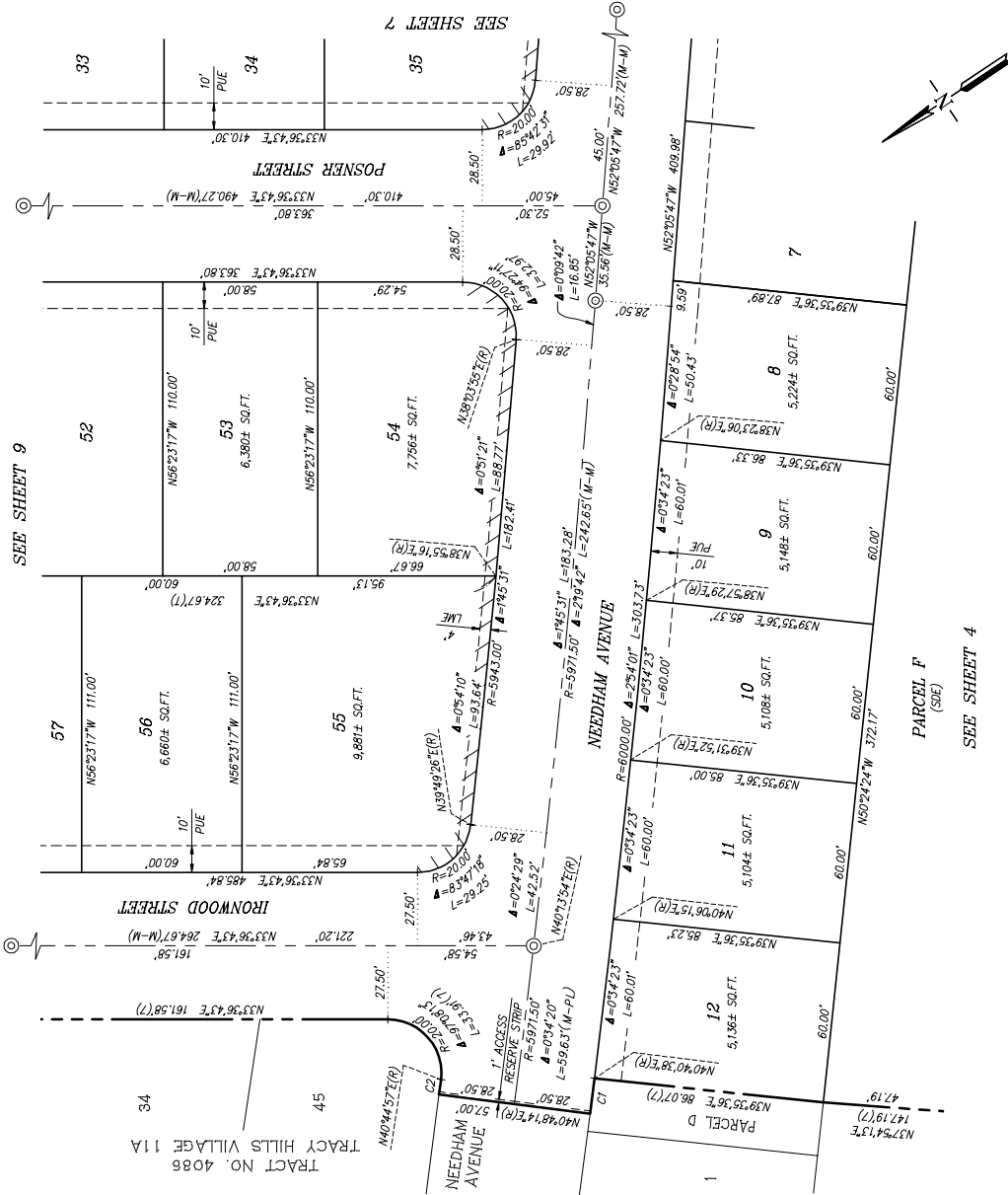
TRACY HILLS VILLAGE 10C

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2 AND 3 AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020 IN BOOK 36 OF PARCEL MAPS AT PAGE 119, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 12 T. 3 S. R. 4 E. MOUNT DIABLO MERIDIAN

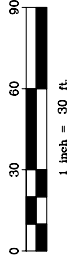
CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
AUGUST 2021

JOB NO. 185011

SHEET 8 OF 10 SHEETS



Curve	Radius	Delta	Length
C1	6000.00'	070°37'	13.28'
C2	5943.00'	070°37'	5.69'



PARCEL F
(SHE)

SEE SHEET 4

- (1) SHEETS OF 13 OF 21 SHEETS AND STATE HIGHWAY MAP TO S.A. 580 11.0
- (2) SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3053 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
- (3) RECORD OF SURVEY, 33 RS 57
- (4) RECORD OF SURVEY, 33 RS 57
- (5) CITY OF TRACY GEOTECH CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
- (6) TRACT NO. 3878, 43 M & P 17
- (7) PARCEL MAP 26 PM 179
- (8) TRACT NO. 4084

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

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

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NEW EASEMENT LINE
MONUMENT LINE
MONUMENT TIE LINE
EXISTING PROPERTY LINE

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 (DATA Y) RECORD DATA & REFERENCE
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TRACT NO. 4085
SUBDIVISIONS OF SAN JOAQUIN COUNTY

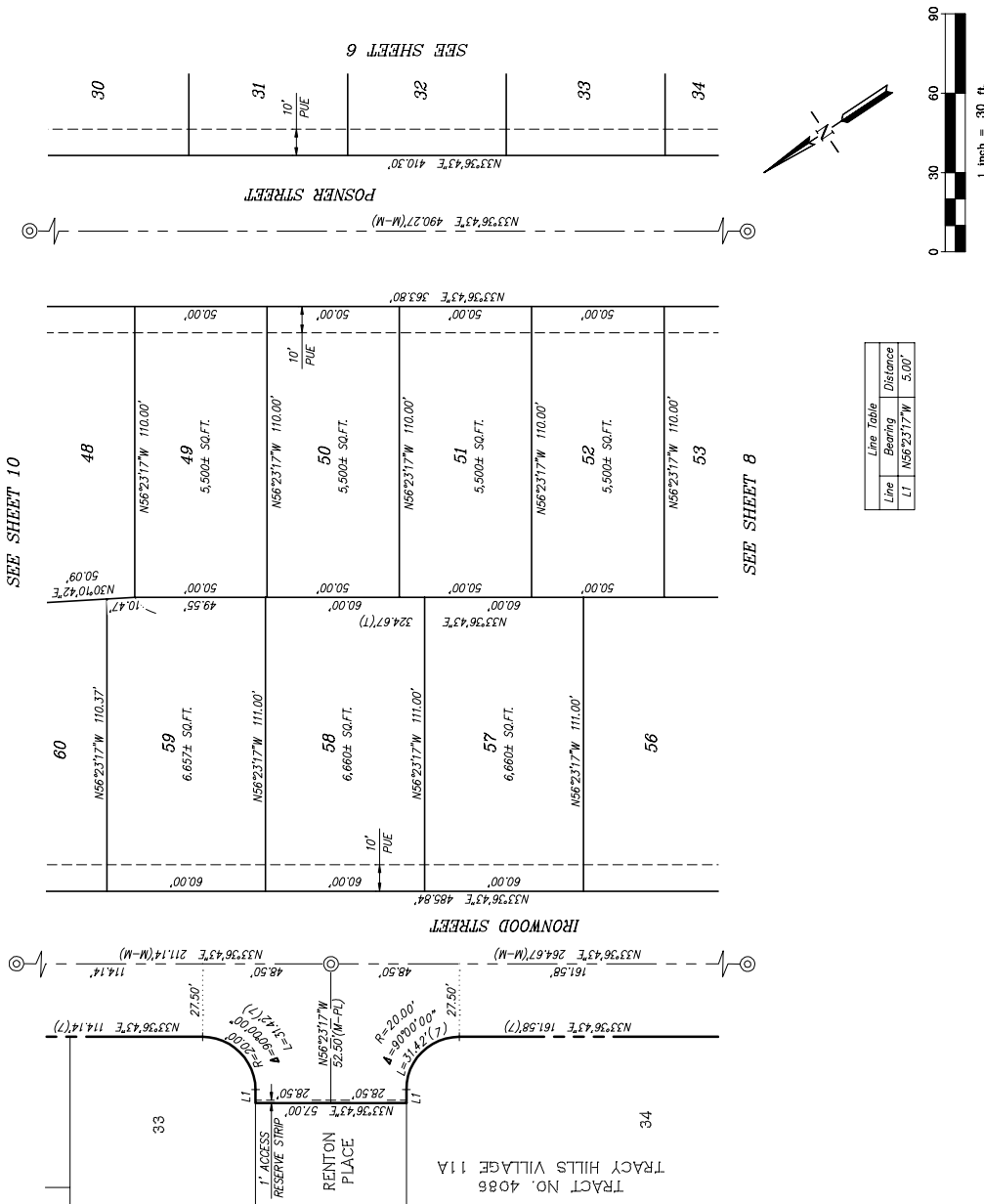
TRACY HILLS VILLAGE 10C

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2 AND 3
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IN BOOK 26 OF PARCEL MAPS AT PAGE 179
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 12, T. 3 S., R. 4 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI - JENSEN - AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
AUGUST 2021

JOB NO. 185011

SHEET 9 OF 10 SHEETS



- REFERENCES:
- (1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10, S.4, 580, 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
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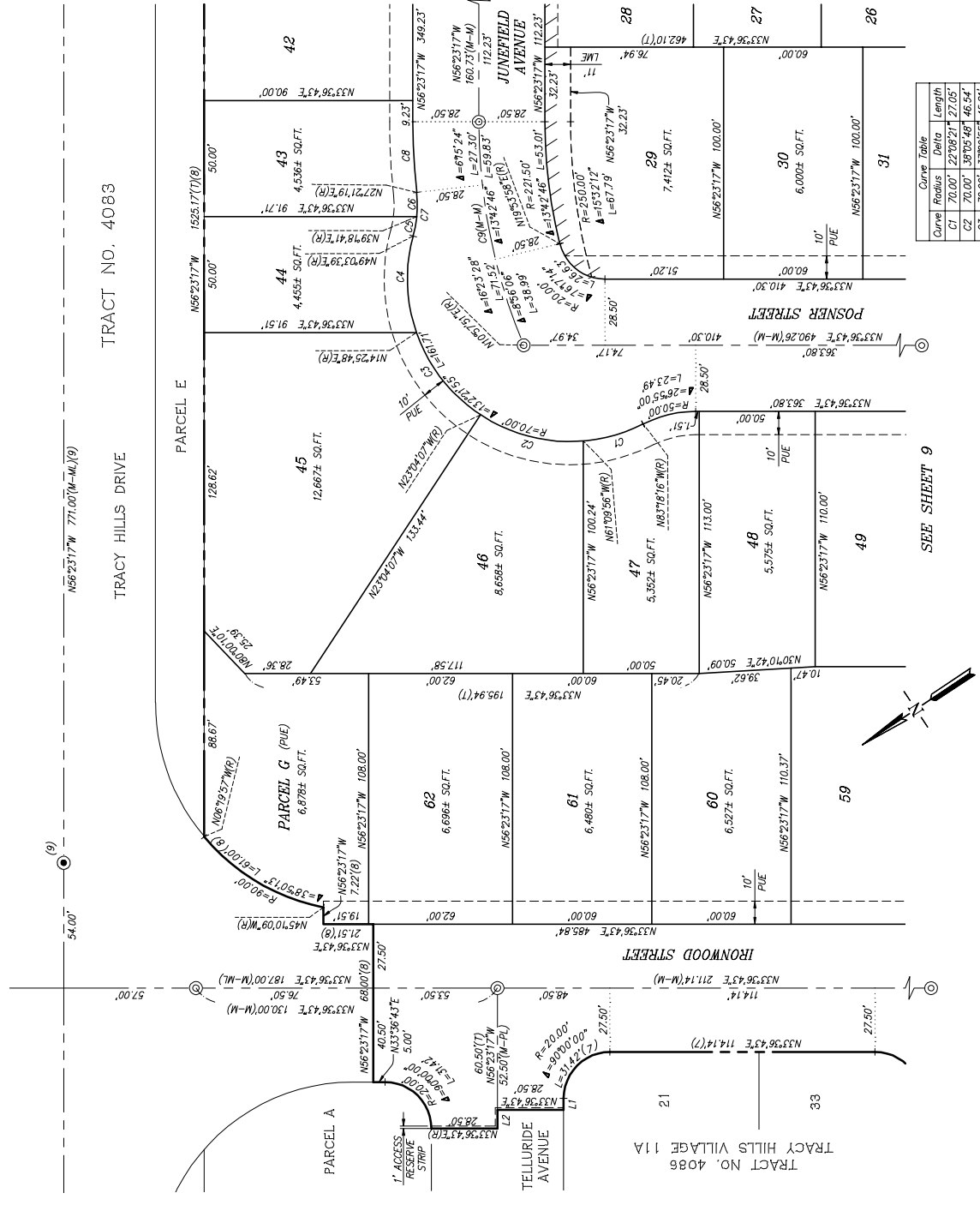
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TRACT NO. 4085
SUBDIVISIONS OF SAN JOAQUIN COUNTY
TRACY HILLS VILLAGE 10C

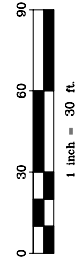
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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS-PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
AUGUST 2021



Curve	Radius	Delta	Length
C1	70.00'	22°02'21"	27.05'
C2	70.00'	19°05'48"	46.54'
C3	70.00'	17°29'55"	45.81'
C4	70.00'	14°37'51"	42.31'
C5	50.00'	9°44'59"	8.51'
C6	50.00'	11°57'21"	10.43'
C7	50.00'	21°42'20"	18.94'
C8	278.50'	6°15'24"	30.41'
C9	250.00'	22°39'52"	98.92'

Line	Bearing	Distance
L1	N56°23'17"W	5.00'
L2	N56°23'17"W	8.00'



SEE SHEET 5

SEE SHEET 9

Recording Requested By:

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

And When Recorded Mail To:

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

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

City of Tracy
SUBDIVISION IMPROVEMENT AGREEMENT
Tract 4085 - Tracy Hills Village 10C

This **Subdivision Improvement Agreement** ("**Agreement**") is entered into between the City of Tracy, a municipal corporation ("**City**"), and **LENNAR HOMES OF CALIFORNIA, INC.**, a California corporation ("**Developer**").

Recitals

A. Developer is the party responsible for the construction of the public improvements within a portion of the real property comprising the subject Final Subdivision Map for Tracy 4085 - Tracy Hills Village 10C, and being more particularly described and depicted in Exhibit "**A**" attached hereto and incorporated herein by reference (hereinafter "**Property**").

B. On November 10, 2020, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 1B/1C and approved various related land use entitlements, including that certain Small-Lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1B, Tract 4004, processed under Application No. TSM18-0006 and approved by Resolution No. 2020-188 ("**Tentative Map**"). The Tentative Map includes 432 single-family residential lots, park parcels, HOA recreation area parcel, retention basin parcel, and numerous other parcels to be owned and maintained by Homeowners Association, Developer or City on approximately 309.9 acres located in the Tracy Hills Specific Plan Area, west of Tracy Hills Phase 1A in the vicinity of Tracy Hills Drive. The Tentative Map is on file with the City Clerk, and is incorporated herein by this reference.

C. The approval of the Tentative Map by the City Council was subject to specified conditions of approval ("**Conditions of Approval**"). The Conditions of Approval, attached hereto as Exhibit "**B**", describe, among other things, improvements that are required for approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards.

D. In accordance with the Subdivision Map Act (California Government Code sections 66410, *et seq*) and the Subdivision Ordinance (Tracy Municipal Code, Title 12), Developer has submitted to the City the Final Subdivision Map for Tract 4085 - Tracy Hills Village 10C, consisting of 62 single-family residential lots and other parcels to be owned by Homeowner's Association or Developer located on approximately 34.0 acres within the boundaries of the aforementioned 432 lot Tracy Hills Phase 1B project. Exhibit "C" shows the overall Tracy Hills Phase 1B project area and the location of the Final Subdivision Map for Tract 4085 - Tracy Hills Village 10C, ("**Project**" or "**Project site**").

E. In accordance with the Conditions of Approval, Developer has prepared and the City Engineer has approved certain improvement plans and specifications (which incorporate portions of the City's Standard Specifications), which describe the improvements that are required for approval of the Final Subdivision Map and are incorporated herein by reference. The approved plans and specifications ("**Approved Plans and Specifications**") include: seventeen (17) sheets of improvement plans entitled "Improvement Plans, Village 10C, Tract 4085, Tracy Hills Phase 1B", prepared by Ruggeri-Jensen-Azar; four (4) sheets of joint trench plans entitled "Joint Trench Composite Plan, Tracy Hills Phase 1B, Village 10C", prepared by Power Systems Design; and three (3) sheets of street lighting plans entitled "Street Lighting Plan Set, Tracy Hills Village 10C", prepared by Power Systems Design.

F. In furtherance of the satisfaction of the Conditions of Approval, landscape improvement plans and specifications which describe in detail the landscape and irrigation improvements in the parkway strips within the public streets shown on the Final Subdivision Map have been prepared on behalf of the Developer and are under review by the City Engineer. The plans and specifications under review include landscape construction plans, entitled "Tracy Hills Landscape Improvement Plans, Neighborhood 10C - Greenwood, Tract 4085 Phase 1B, prepared by FORMA ("**Submitted Plans and Specifications**" or "**Additional Work**").

G. Developer shall not commence with construction of the Additional Work until such time as the City Engineer completes the review and formally approves the Submitted Plans and Specifications. Upon the formal approval by the City Engineer, the Submitted Plans and Specifications shall be incorporated into and made part of this Agreement to the same extent and the same effect as if fully and originally set forth herein as part of the Approved Plans and Specifications.

H. Because the required improvements have not been completed, Developer has requested to execute this Agreement as authorized by Government Code section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Scope of Work; Location. Developer shall perform, or cause to be performed, the Work described in the Approved Plans and Specifications, the Submitted Plans and Specifications as ultimately approved by the City Engineer, and the Conditions of

Approval (hereinafter “**Work**”), to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at Developer’s expense, in the manner described in the Plans and Specifications. No change shall be made to the Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the scope of Work, as authorized by Tracy Municipal Code section 12.36.060(f).

Developer shall perform all Work at the locations and grades shown on the Plans and Specifications. Developer (a) has acquired any necessary easement or right-of-way or (b) has entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

2. Time of Performance. Time is of the essence in the performance of the Work, and the timing requirements set forth here shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten days after the start of the condition that purportedly caused the delay, and not later than the date on which performance is due.

2.1 Commencement of Work. No later than 15 days before the beginning of Work, Developer shall provide written notice to the City Engineer of the date on which Developer will begin Work. Developer shall not begin Work until after the notice required by this section is properly provided, and Developer shall not begin Work before the date specified in the written notice.

2.2 Schedule of Work. Concurrently with the written notice of beginning of Work, Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer’s prosecution of the Work.

2.3 Completion of Work. Developer shall complete all Work by no later than 365 days after Developer’s submittal of its notice of commencement of Work pursuant to Section 2.1 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Developer submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Developer pays all processing fees for such time extension.

2.4 Reversion to Acreage. If Developer fails to begin the Work before the date on which completion is due, Developer shall, upon written request by the City, consent to the reversion to acreage of all real property described by the Final Map, and Developer shall bear the costs of processing and implementing the reversion.

3. Improvement Security. Concurrently with Developer’s execution of this Agreement, and before beginning any Work, Developer shall furnish contract security, in a form authorized by the Subdivision Map Act (including Government Code sections 66499 *et seq.*) and Tracy Municipal Code section 12.36.080, in the following amounts:

3.1 Faithful Performance security in the amount of **\$1,293,530.00** to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as complete) under Government Code sections 66499.1, 66499.4, and 66499.9.

3.2 Labor and Material security in the amount of **\$1,293,530.00** to secure payment by Developer to laborers and materialmen under Government Code sections 66499.2, 66499.3, and 66499.4.

3.3 Warranty security in the amount of **\$129,353.00** to guarantee improvements against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete, under Government Code sections 66499.1, 66499.4, and 66499.9.

3.4 Monumentation security in the amount of **\$15,250.00** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

4. Indemnification. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 12, below, has expired, at which time the indemnification obligations under this Section 4 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 4 are in addition to all other Developer's obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 12, below.

5. Insurance. Concurrently with the execution of this Agreement by Developer, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 5 are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval.

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

5.2. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than \$4,000,000 per occurrence and \$8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, including without

limitation, blanket contractual liability and coverage for explosion, collapse, and underground property hazards.

5.3. Professional Contracts. Developer shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Developer agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

5.4. Automobile Liability (with coverage at least as broad as ISO form 00 01 07 97 for “any auto” including “hired autos” and “non-owned autos”) coverage shall be maintained in an amount not less than \$2,000,000 per accident for bodily injury and property damage.

5.4.1. If Developer has no employees, or does not own automobiles, then “hired autos” and “non-owned autos” coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

5.5. Workers’ Compensation coverage shall be maintained as required by the State of California.

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

5.6.1. The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on Developer’s Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

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

5.6.3. Developer shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

5.7. Notice of Cancellation. Developer shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

5.8. Authorized Insurers. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-:VII.

5.9. Insurance Certificate. Developer shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and

endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

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

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

6. Independent Contractor Status. Developer is an independent contractor and is solely responsible for the acts of its employees, agents, and subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization to Developer.

7. Default.

7.1 Notice. If Developer is in default of this Agreement, as defined in Section 7.2, the City Engineer shall provide written notice to Developer and Developer's surety (if any) describing the default.

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

7.2.1 Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

7.2.2 Developer abandons the Project site.

7.2.3 Developer fails to perform one or more requirements of this Agreement.

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

7.2.5 Developer violates any legal requirement related to the Work.

7.3 If Developer fails to cure the default within thirty (30) calendar days, or provide adequate written assurance to the satisfaction of the City Engineer that the cure will be promptly started and diligently prosecuted to its completion, the City may, in the discretion of the City Engineer, take any or all of the following actions:

7.3.1 Cure the default and charge Developer for the costs, including administrative costs and interest in an amount equal to 7% per annum from the date of default.

7.3.2 Demand Developer complete performance of the Work.

7.3.3 Demand Developer's surety (if any) complete performance of the Work.

8. Ownership of Work. All original documents prepared by Developer for this Agreement are the property of the City, and Developer shall provide them to the City at the completion of Developer's Work, or upon demand from the City.

9. Inspection by the City; Inspection Fees and Fee Credits. In order to permit the City to inspect the Work, Developer shall, at all times, provide to the City proper and safe access to the Project site, and all portions of the Work, and to all shops where portions of the Work are in preparation.

Concurrently with Developer's execution of this Agreement and before the beginning of any Work, Developer shall pay the City Inspection Fees in the amount of 3.5% of the estimated Project costs (as approved by the City Engineer). If the City requires an independent inspection, Developer shall pay all such costs and provide a report directly to the City.

Developer shall be entitled to fee credits consistent with Section 3.3 of the Development Agreement (DA), adopted by Ordinance 1213, as may be amended from time to time, and as provided in greater detail in the Finance and Implementation Plan (FIP) for the Project pursuant to the DA and Tracy Municipal Code Section 10.20.060(b)(3), as may be amended from time to time.

10. Developer's Authorized Representative. At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent (Superintendent) on site with authority to act on behalf of Developer. Developer shall, at all times, keep the City Engineer informed in writing of the names and telephone numbers of: (a) the Superintendent; and (b) all contractors and subcontractors performing the Work.

11. Acceptance of Work. Before the City Council's acceptance of the Work, Developer is solely responsible for maintaining the quality of the Work and maintaining safety at the Project site. Developer's obligation to perform the Work is not satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied, all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

12. Warranty Period. Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. If during the one-year warranty period any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default of this Agreement and shall without delay and without any cost to City repair, replace, or reconstruct any defective improvements.

13. Miscellaneous.

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

To City	To Developer:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, Inc. 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
With a copy to:	With a copy to:
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	AG Essential Housing CA 1, LP c/o AGWIP Asset Management LLC 8585 Scottsdale, AZ 85255 Attn: Steven S. Benson, Manager steve.benson@agwipam.com

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

13.2 Approvals by City. Any approval or consent by that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

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

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

13.5 Assignment and Delegation. This Agreement and any portion of it may not be assigned or transferred, nor shall any of Developer's duties be delegated, without the City's prior written consent. Any attempt to assign or delegate this Agreement without the City's written consent shall be void and of no effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.

13.6 Jurisdiction and Venue. The interpretation, validity and enforcement of the Agreement shall be governed by 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.

13.7 Permits, Licenses, and Compliance with Law. Developer shall, at Developer's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Before City signs the Agreement, Developer shall

obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

13.8 Entire Agreement; Severability. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed for this Project. This Agreement supersedes all prior negotiations, representations, or agreements. 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.

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

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

City of Tracy

Nancy D. Young, Mayor

Date: _____

Approved by City Council on _____
by Resolution No. _____.

Attest:

By: Adrienne Richardson, City Clerk

Approved As To Form:

By: Gregory Rubens, Interim City Attorney

Developer

LENNAR HOMES OF CALIFORNIA, INC.,
a California corporation



By: Bridget Koller
Title: Vice President

Date: 12/16/21

Federal Employer Tax ID No. 93-1223261

Exhibits

- A: Legal Description and Plat of Property (Recital A)
- B: Tentative Map Conditions of Approval (Recital C)
- C: Location of Project Site (Recital D)

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

STATE OF CALIFORNIA

COUNTY OF Contra Costa

On December 16, 2021, before me, C. Leon, Notary Public
(here insert name and title of the officer)

personally appeared Bridgit Koller,

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

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

WITNESS my hand and official seal.



Signature



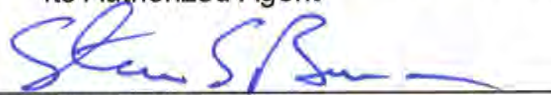
(SEAL)

Consent to Recordation

AG Essential Housing CA 1, LP, is the owner in fee simple of the real property described in Exhibit A and hereby consents to the recordation of this Subdivision Improvement Agreement.

AG Essential Housing CA 1 LP
a Delaware Limited Partnership

By: AGWIP Asset Management, LLC
An Arizona Limited Liability Company,
Its Authorized Agent



By: Steven S. Benson

Title: Manager

Date: 12/16/21

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

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

All of Lots 1 through 62, and all of Kusnick Street, Junefield Avenue, Needham Avenue, Oberon Street, Posner Street and Ironwood Street, all as shown on the final subdivision map of Tract No. 4085, Tracy Hills Village 10C, filed on _____, 2022, in Book _____ of Maps and Plats, at Page _____, Records Series No. 2022-_____, Official Records of San Joaquin County, California.

See Exhibit "A" Plat Map attached hereto and made a part hereof.

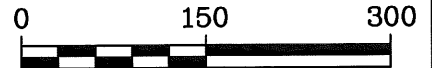
TRACY HILLS PHASE 1B

LEGEND

PROPERTY

PARCEL H	96	97	98	TRACT NO. 4084	100	101	102	103	104

PARCEL G



1 inch = 150 ft.

TRACY HILLS DRIVE

TRACT NO. 4083

PARCEL E

PARCEL G

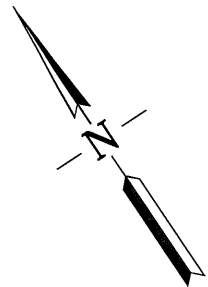
IRONWOOD STREET

TRACT 4085

POSNER STREET

OBERON STREET

PARCEL A



NEEDHAM AVENUE

PARCEL F

PARCEL E

STATE OF CALIFORNIA - STATE ROUTE 580
(3095 O.R. 714)

EXHIBIT A

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 4085 - PORTION OF VILLAGE 10C
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" = 150'

DATE:
12-14-2021

JOB NO.:
185011

EXHIBIT "B"
CONDITIONS OF APPROVAL

**Conditions of Approval for Tracy Hills Phase 1B
Small-Lot Vesting Tentative Subdivision Map
Application Number TSM18-0006
November 10, 2020**

Project: These Conditions of Approval shall apply to the small-lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1B, Application Number TSM18-0006, including approximately 432 single-family residential lots, a park site, and approximately 70 other parcels.

Property: The property consists of approximately 310 acres located in the Tracy Hills Specific Plan Area, west of Phase 1A in the vicinity of Tracy Hills Drive, Application Number TSM18-0006.

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

A. Definitions; Abbreviations.

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

1. "Applicant" means any person, or other legal entity, defined as a "Subdivider" by Section 12.08.010 of the City of Tracy Municipal Code.
2. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director, to perform the duties set forth here. (The Development Services Director is also referred to in the Tracy Municipal Code as the Development and Engineering Services Director.)
3. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Hills Specific Plan, the Tracy Municipal Code, ordinances, resolutions, written policies, written procedures, and the City's Design Documents (including the Standard Plans, Standard Specifications, Design Standards, and relevant Public Facility Master Plans).
4. "Conditions of Approval" or "Conditions" means these conditions of approval.
5. "Property" means the approximately 310 acres located in the Tracy Hills Specific Plan Area that is the subject of the small-lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1B, Application Number TSM18-0006.

The following abbreviations may be used in these Conditions:

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

B. Planning Division Conditions of Approval

1. Compliance with laws. The Subdivider shall comply with all laws (federal, state, and local) related to the development of real property within the Project boundaries, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, et seq.), the Subdivision Map Act (Government Code sections 66410, et seq.), the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and the Guidelines for the California Environmental Quality Act (California Administrative Code, title 14, sections 15000, et seq., "CEQA Guidelines").
2. City Regulations. Unless specifically modified by these Conditions of Approval, the Subdivider shall comply with all City Regulations.
3. Mitigation Measures. The Subdivider shall comply with all applicable mitigation measures in the Final Subsequent Environmental Impact Report (EIR) for the Tracy Hills Specific Plan Project (State Clearinghouse No. 2013102053), which was certified by the City Council on April 5, 2016, as it may be amended or modified pursuant to CEQA and the CEQA Guidelines.
4. Notice of protest period. Pursuant to Government Code Section 66020, including Section 66020 (d)(1), the City HEREBY NOTIFIES the Subdivider that the 90-day approval period (in which the Subdivider may protest the imposition of any fees, dedications, reservations, or other exactions that are within the purview of the Mitigation Fee Act [Government Code section 66000 et seq.] ("Exactions") and imposed on this Project by these Conditions of Approval) shall begin on the date of the conditional approval of this Project. If the Subdivider fails to file a protest of the Exactions complying with all of the requirements of Government Code Section 66020 within this 90-day period, the Subdivider will be legally barred from later challenging any of the Exactions. The terms of this paragraph shall not affect any other deadlines or statutes of limitations set forth in the Mitigation Fee Act or other applicable law, or constitute a waiver of any affirmative defenses available to the City.
5. Final Maps for Financing Purposes. For the purpose of these Conditions of Approval, if any Final Map or Parcel Map is filed within the boundaries of the Project solely for financing purposes only, and no permits will be requested pursuant to such map, then the requirements listed in these Conditions of Approval shall not apply to the final map or parcel map for financing purposes only.

6. Conformance with Vesting Tentative Subdivision Map. All Final Maps shall be in substantial conformance with the approved Vesting Tentative Subdivision Map (Application Number TSM18-0006), which was received by the Development Services Department on October 7, 2020, and approved by the City Council on November 10, 2020, unless modified by these Conditions.
7. Maintenance for Project Public Landscaping. Before approval of the first Final Map, the Subdivider shall assure that there will be sufficient funding for the ongoing costs related to public landscaping maintenance. Subdivider shall prepare public landscaping improvement plans and a public landscaping budget analysis (to be reviewed and approved by the City Public Works Director) to establish the scope of and cost estimates for public landscaping maintenance.

As used in these Conditions of Approval:

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

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

Before approval of the first Final Map, Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which adopts and implements one or more of the following three options (a., b. or c.), subject to the approval of the City’s Finance Director:

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

landscaping maintenance costs before collection of the first Special Services Tax (the “deficit”), then before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit to the CFD (by submittal to the City’s Finance Director) the amount of the deficit;

Or

b. HOA and dormant CFD. If the HOA is the chosen funding mechanism, the Subdivider must do the following:

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

Or

c. Direct funding. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full costs of public landscaping maintenance as identified by the approved landscaping budget analysis.

8. Maintenance for Public Landscaping for Major Program Roadways. Before approval of the first Final Map, the Subdivider shall assure that there will be sufficient funding to pay the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways, by entering into an agreement with the City, which shall be recorded against the Property, which adopts and implements one of the following two options (a. or b.), subject to the approval of the City's Finance Director:
 - a. CFD. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), Subdivider shall, at its sole expense, form a Community Facilities District (CFD) for the Property, for funding the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. Upon successful formation, the Property will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment. If funds are needed to pay for such public landscaping maintenance costs before collection of the first Special Services Tax (the "deficit"), then before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit to the CFD (by submittal to the City's Finance Director) the amount of the deficit;

Or

 - b. Direct Funding. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full costs of funding the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan.
9. Parks. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the property, which stipulates the following:
 - a. Before final inspection or occupancy of the 180th dwelling unit (whichever occurs first, except for up to fifteen model homes), the Phase 1B neighborhood park shall be completed and accepted by the City Council. If the Phase 1B neighborhood park is not completed and accepted by the City Council before final inspection or occupancy of the 180th dwelling unit (whichever occurs first, except for up to fifteen model homes) , no further building permits (except for plumbing only building permits) shall be issued until the neighborhood park is completed and accepted by the City Council.

10. Conservation Easement. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates that before issuance of a building permit for the 300th dwelling unit (except for plumbing only building permits), the Subdivider shall plant trees in the 100-foot wide conservation easement adjacent to Interstate 580, as depicted in Appendix C of the Tracy Hills Specific Plan (Figures C-6 and C-7), to the satisfaction of the Development Services Director.
11. Schools. Before issuance of a building permit for each new dwelling (except for plumbing only permits), the Subdivider shall document compliance with all applicable school mitigation requirements and provide to the City a certificate of compliance for such requirements from the Jefferson School District and Tracy Unified School District.
12. Public Services. Before approval of the first Final Map, the Subdivider shall do one of the following, subject to the approval of the City's Finance Director:
 - a. CFD or other funding mechanism. The Subdivider shall enter into an agreement with the City, to be signed by the City's Finance Director, which shall be recorded against the Property, which stipulates that prior to issuance of a building permit (except for plumbing only building permits and except for up to fifteen model homes), the Subdivider will form or annex into a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for funding the on-going operational costs of providing Police services, Public Works services and other City services to serve the Project area. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. The Subdivider shall be responsible for all costs associated with the formation or annexation proceedings. Upon successful formation, the parcels will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment.

Or

- b. Direct funding. The Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates that prior to issuance of a building permit (except for plumbing only building permits and except for up to fifteen model homes), the Subdivider will fund a fiscal impact study to be conducted and approved by the City to determine the long term on-going operational costs of providing Police services, Public Works services, and other City services to serve the Project area, and deposit with the City an amount necessary, as reasonably determined by the City, to fund the full costs in perpetuity as identified by the approved study.

13. Utilities in Roundabout. The roundabout shown on the approved Vesting Tentative Subdivision Map for Tracy Hills Phase 1B shall be designed and constructed in such a manner that no utility lines intersect a 30-foot radius from the center of the roundabout in order to allow sufficient space for the planting and mature growth of any trees planted within the roundabout, which are conceptually depicted in Appendix C of the Tracy Hills Specific Plan (Figure C-9). The Subdivider shall submit Improvement Plans that demonstrate compliance with this condition, to the satisfaction of the Development Services Director.
14. Phillips 66 Pipeline Easement. A Phillips 66 pipeline easement intersects the Project site. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates that the Subdivider shall clearly mark and label any plot plan where the location of the 16.25-foot minimum setback line from the edge of the Phillips 66 pipeline easement encroaches into the subject property of the plot plan, prior to issuance of a building permit (except for plumbing only building permits), to the satisfaction of the Development Services Director.

C. Engineering Division Conditions of Approval

C.1. General Conditions

- C.1.1. Subdivider shall comply with the applicable requirements of the approved documents, technical analyses/reports prepared for the Project listed as follows:
- a) *Tracy Hills Specific Plan*, approved by City Council on April 5, 2016, by Resolution No. 2016-063, and any amendments thereto.
 - b) *Amendment to the Tracy Hills Specific Plan for Phase 1B and 1C*, approved by City Council by Resolution No. 2020-_____ on November 10, 2020, including the *Transportation Consistency Analysis* prepared for the Amendment by Kimley-Horn and Associates, dated October 1, 2020, and any updates or amendments thereto ("Specific Plan Amendment").
 - c) *Tracy Hills Specific Plan Final Subsequent Environmental Impact Report*, dated January 2016, certified by City Council by Resolution No. 2016-062 on April 5, 2016, and the *Initial Study for the Proposed Amendment to the Tracy Hills Specific Plan for Phase 1B and 1C* prepared by Kimley-Horn and Associates, dated October 2020, including all mitigation measures incorporated therein (hereinafter referred to together as "EIR").
 - d) *Tracy Hills Phase 1A/B/C Plus KT Network Analysis Memorandum* prepared by Kimley-Horn and Associates, dated December 23, 2019, and *Tracy Hills Phase 1B Vesting Tentative Map Review Memorandum* prepared by Kimley-Horn and Associates, dated October 6, 2020, and any updates or amendments thereto ("Traffic Study").

- e) *Tracy Hills Phase 1B and 1C Sanitary Sewer Study Technical Memorandum* prepared by Black Water Consulting Engineers, to be completed subsequent to the approval of the Vesting Tentative Subdivision Map, and any updates or amendments thereto (“Sanitary Sewer Study”).
 - f) *Peer Review and Hydraulic Evaluation for Tracy Hills Phase 1B and 1C Technical Memorandum* prepared by West Yost Associates, dated May 7, 2020, and any updates or amendments thereto (“Water Study”).
 - g) *Tracy Hills Phase 1B Drainage Analysis Technical Memorandum* prepared by Ruggeri-Jensen-Azar, dated August 4, 2020, and any revisions or additions thereto required as a result of the future review of said memorandum performed by the City storm drainage consultant (“Storm Drainage Study”).
 - h) *Citywide Water System Master Plan* prepared by West Yost Associates, dated December 2012.
 - i) *Plan Line Study – Corral Hollow Road* prepared by Ruggeri-Jensen-Azar (“Corral Hollow Road Plan Line”), dated November 7, 2016.
 - j) *Pipeline Safety Hazard Assessment, Tracy Hills Specific Plan* prepared by Place Works dated September 2014.
 - k) *Any Finance Implementation Plan* (“FIP”), as described in Section 10.20.060(b)(3)(B) of the Tracy Municipal Code, that is approved by the City Council for the property described in the Tracy Hills Phase 1B Vesting Tentative Subdivision Map, Application No. TSM18-0006.
 - l) *Development Agreement*, executed between the City of Tracy and the developers of the Tracy Hills Project, approved by the City Council on April 5, 2016, by Ordinance No. 1213, and any amendments thereto (“Development Agreement”).
 - m) *Settlement Agreement*, executed between the City of Tracy and the developers of the Tracy Hills Project, having an effective date of December 17, 2019 (“Settlement Agreement”).
 - n) *Agreement to Defer Payment of Development Impact Fees on New Residential Development*, executed between the City of Tracy and the developers of the Tracy Hills Project, dated November 15, 2016 (“Fee Deferral Agreement”).
- C.1.2. Timing of Compliance: The Applicant shall satisfy each of the following conditions prior to filing the first Final Map unless a different time for compliance is specifically stated in these Conditions of Approval. Any condition requiring an improvement that has already been designed,

completed or under a City-approved agreement may be considered satisfied at the discretion of the City Engineer.

For the purpose of these Conditions of Approval, if any Final Map or Parcel Map is filed within the boundaries of the Project solely for financing purposes only, and no permits will be requested pursuant to such map, then the requirements listed in these Conditions of Approval shall not apply to the final map or parcel map for financing purposes only.

- C.1.3. Revisions to the Vesting Tentative Subdivision Map ("VTSM"): The Subdivider shall incorporate revisions to comply with the recommendations and comments in the Traffic Study prior to signature by the City Engineer on the VTSM.

C.2. Improvement Plans

C.2.1. General

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

- C.2.2. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

C.2.2. Site Grading

C.2.2.1. Erosion Control

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

C.2.2.2. Grading and Drainage Plans

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

- C.2.2.3. When the grade differential between the Project site and the adjacent property(s) exceeds 12 inches, a reinforced or masonry block wall, engineered slope, or engineered retaining wall is required for retaining soil. The Subdivider shall submit Retaining Wall Plans that includes the construction detail(s) and structural calculations of the retaining wall or masonry wall for City's review and approval.
- C.2.2.4. If an engineered slope is used to retain soil on adjacent property outside the Project boundary, a slope easement will be necessary from the adjacent property. The Subdivider shall obtain a slope easement from owner(s) of the adjacent and affected property(s) and show the slope easement on the Final Map.
- C.2.2.5. If applicable, show existing irrigation structure(s), channel(s) and pipe(s) that are to remain or relocated or to be removed, after coordinating with the irrigation district or owner of the irrigation facilities. If there are irrigation facilities including tile drains, that are required to remain to serve existing adjacent agricultural uses, the Subdivider shall design, coordinate and construct required modifications to the facilities to the reasonable satisfaction of the owner of the irrigation facilities and the City.

C.2.3. Grading Permit

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

C.2.4. Storm Drainage

C.2.4.1. Not used.

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

Provide design and construction details for all storm water intercept points at Project boundary at I-580 showing adequate inlet structures, erosion control features, storm drainage easements and connections to the proposed storm drainage facilities in Tracy Hills Drive.

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

- C.2.4.3. Storm drainage plans are to be submitted with the required hydrologic and hydraulic calculations for the sizing of storm drainage pipe(s) and shall comply with the Storm Drainage Study and City Regulations.
- C2.4.4. Prior to acceptance of maintenance of any public facilities by the City, the Subdivider shall prepare and obtain approval from the Public Works Department of a maintenance plan for all temporary and permanent storm drainage facilities to be maintained by the Subdivider or the HOA. The maintenance plan shall show the phasing of roadway construction, mass grading, drainage facilities, including collection channels, erosion control and protection of the Phillips 66 pipeline during construction. A SWPPP may be used as the maintenance plan with approval by the City Engineer.
- C.2.4.5. Storm water designs shall show facilities needed for the collection and channeling of surface water runoff and off-site flow-thru surface water runoff to underground storm drainage facilities, such as temporary drainage collection channels and sedimentation ponds. These improvements shall be shown on the Grading Plans and be approved by the City Engineer before the issuance of a Grading Permit.
- C.2.4.6. Since the Project will construct a terminal retention basin, it has been determined that the Project will be exempt from the Post Construction Stormwater Quality Standards. However, should new Federal or State regulations come into effect during the buildout of the Project that would require future compliance, then the Project would not be exempted from those new requirements.

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

- C.2.4.7. All storm water structural and construction details that are not part of the City Standard Plans or City Design Standards shall be provided by the Subdivider and submitted to the City for approval as part of the improvement plans.
- C.2.4.8. Storm drainage retention basin, including dual-use recreation facilities, shall be contained within a parcel suitable for dedication to the City of Tracy. The basin shall be provided with appropriate fencing with warning signs, access roadways to and from public roadways and access roadways into the ponds for maintenance purposes as approved by the City Engineer. All storm drainage inlets into this basin shall have inlet structures with design acceptable to the City Engineer. All dual-use recreation facilities located with the retention basin shall be designed in consultation with the Engineering, Public Works, Parks & Recreation, and other applicable City departments and are subject to the final approval of said departments.
- C.2.4.9. Fixed vertical sediment depth markers shall be installed near discharge points into the Retention Basin to assist with measurements of sediment deposition over time and future assessments of the need for maintenance activities.
- C.2.4.10. Prior to or concurrently with the City's approval of the first Final Map within Project, the Subdivider shall dedicate to the City utility maintenance easements necessary for all storm drainage facilities. All requirements relating to the access and maintenance by the Utilities Department and Public Works Department shall be incorporated into the improvement plans.

C.2.5. Sanitary Sewer

- C.2.5.1. All sanitary sewer lines and associated improvements shall be designed and installed per the Sanitary Sewer Study that is to be completed subsequent to the Vesting Tentative Subdivision Map approval and City Regulations. Before approval of Final Map(s) for the Project, Subdivider shall submit improvement plans and obtain approval for the plans for all on-site sewer improvements.
- C.2.5.2. No final inspection of any residential building will be performed or certificate of occupancy for commercial building will be issued, with the exception of Model Homes, until all improvements required per the Sanitary Sewer Study and City Regulations are completed and functional, as determined by the City Engineer.

- C.2.5.3. Subdivider shall pay impact fees at the time of issuance of building permit or in accordance with the Fee Deferral Agreement.
- C.2.5.4. Prior to the City's approval of the first Final Map within Project, the Subdivider shall dedicate to the City utility maintenance easements necessary for all sanitary sewer lines. All requirements relating to the access and maintenance by the Utilities Department and Public Works Department shall be incorporated into the improvement plans.
- C.2.5.5. The design for 10" sanitary sewer main shown crossing Lot 24 on the VTSM shall be revised as necessary to address access and maintenance requirements of the Public Works Department. The 10" sanitary sewer line shall be located within a parcel to be dedicated to the City for access and maintenance. A paved access shall be provided for the entire length of the parcel to be created between Lots 23 and 24 as required by the Public Works and Utilities departments.

C.2.6. Water Distribution System

- C.2.6.1. All potable and recycled water lines and associated improvements shall be designed and installed per the Water Study and City Regulations.
- C.2.6.2. During the construction phases (vertical construction) of the Project, the Subdivider shall be responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the Fire Marshall.
- C.2.6.3. Prior to approval of each Final Map, the Subdivider shall submit calculations and improvement plans as required by the Fire Marshall and the City Engineer, and obtain a letter from the Fire Marshall that the fire flow parameters per Tracy Design Standards Section 6.02 are met for the phased construction of water lines to the satisfaction of the Fire Marshal.
- C.2.6.4. Subdivider shall install a 12-inch recycled water main in Tracy Hills Drive as required to serve the Project, connected to the existing recycled water main installed for the Tracy Hills Phase 1A project.

Initially, the 12-inch Recycled Water Main will be connected to a potable water supply (with a stub in place to future recycled water) as approved by the City until the program backbone Recycled Water facilities are in place. Once the Recycled

Water system network is online the 12-inch Recycled Water distribution main will be disconnected from the Potable Water system and connected to the Recycled Water System as part of the Recycled Water Project by the City.

- C.2.6.5. Domestic and Irrigation Water Services – The HOA will be responsible for the repair and maintenance of all valves, fittings on services related to landscaping on all parcels to be owned by HOA and within HOA easements.
- C.2.6.6. Fire Service Line – The Subdivider shall design and install fire hydrants at the locations approved by the Fire Marshall. Before the approval of the Improvement Plans, the Subdivider shall obtain written approval from the Fire Marshall for the design, location and construction details of the fire service connections to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.

C.2.7. Street Improvements

- C.2.7.1. Subdivider is required to design and construct all applicable on-site, frontage and off-site roadway improvements to serve the Project as identified in the Traffic Study, EIR and these Conditions of Approval. All improvements shall comply with City Regulations, Tracy Hills Design Standards and Specific Plan Amendment. Such improvements shall include, but are not limited to, roadways, water distribution system, sewer system, storm drainage systems, curb and gutter, sidewalks, street lighting system, traffic signals, ITS systems, pavement and crosswalk striping, bicycle lanes and trails, roadway signage and street signs, median islands, turn lanes, landscaping, and all necessary related improvements as required by the City. Timing of completion of street improvements shall comply with these Conditions of Approval.

In the case of a discrepancy between the information shown on the VTSM and the right-of-way and street improvement requirements in the Traffic Study, the Traffic Study shall govern unless determined otherwise by the City Engineer.

Subdivider shall conduct traffic counts as required by the City Engineer once every three months (or at other times if determined by the City Engineer) from the date of approval of the first Final map within the VTSM area. Subdivider shall submit report with the traffic counts to the City Engineer within 10 days from the date of the traffic counts. Where applicable, these traffic counts will be utilized to determine the timing of improvements that have been identified in the Traffic Report and the EIR.

C.2.7.2. Tracy Hills Drive and Other In-tract Streets – Right-of-Way

The Subdivider shall dedicate all rights-of-way that are necessary to construct Tracy Hills Drive and all the in-tract streets, based on their respective cross sections shown on the Vesting Tentative Subdivision Map (“VTSM”) and in accordance the Traffic Study, with the Final Map for the respective phase. The width of travel lanes, turn lanes, street median, landscaping strips and sidewalks shall be in accordance with the Vesting Tentative Subdivision Map and the Traffic Study.

C.2.7.3. Tracy Hills Drive and Other In-tract Streets – Improvements

Design and construction details of Tracy Hills Drive and the in-tract streets such as asphalt concrete pavement, curb, gutter, median curb, sidewalks, street lights, fire hydrants, landscaping with automatic irrigation system, storm drains, catch basin and drop inlets, sanitary sewer mains and laterals, water mains, individual water services and meters, pavement marking and striping, traffic signs, driveways, curb ramps and all other street improvements shall comply with City Regulations, and shall be shown on the Improvement Plans.

Improvements along Tracy Hills Drive shall also include Class II bike lanes on both sides of the roadway and an ADA-compliant decomposed granite trail northerly of the north side of the roadway, in accordance with the VTSM and the Traffic Study.

C.2.7.4. Lammers Road South of Tracy Hills Drive – Right-of-Way

The Subdivider shall dedicate the right-of-way necessary to construct the ultimate future Lammers Road improvements (137' right-of-way) between Tracy Hills Drive and I-580, based on the Future Lammers Road (Ultimate) cross section shown on the VTSM and in accordance the Traffic Study, with the Final Map for the respective phase that meets the trigger thresholds identified in the Traffic Study. The ultimate future width and number of travel lanes and turn lanes, and width of street median, landscaping strips and sidewalks shall be in accordance with the Traffic Study.

The Subdivider shall dedicate or cause to be dedicated all right-of-way that is necessary to construct the ultimate future Lammers Road improvements between I-580 and Corral Hollow Road, and that is outside of the boundaries of the Project, in accordance the Traffic Study. Details of the roadway alignment and geometry shall be submitted for

review and approved by the City Engineer. The right-of-way shall be dedicated to the City prior to or concurrently with the Final Map that dedicates the right-of-way for the portion of Lammers Road between Tracy Hills Drive and I-580 as described above. The ultimate future width and number of travel lanes, turn lanes, and width of street median, landscaping strips and sidewalks shall be in accordance with the Traffic Study and roadway alignment and geometry as approved by the City Engineer.

C.2.7.5. Lammers Road South of Tracy Hills Drive – Improvements for Residential Units

A total of 1,347 residential units west of Corral Hollow Road, accessed via Tracy Hills Drive, can be built before triggering the need for the Lammers Road south connection between Tracy Hills Drive and Corral Hollow Road. This trigger equates to approximately 890 westbound and 473 eastbound P.M. peak hour trips along Tracy Hills Drive west of Corral Hollow Road.

Prior to approval of the first Final Map after the trigger threshold has been reached as determined by the traffic counts required by Condition C.2.7.1, the Subdivider shall construct Lammers Road improvements south of Tracy Hills Drive, extending between Tracy Hills Drive and Corral Hollow Road, including undercrossing beneath I-580, consisting of two travel lanes, and a shoulder, landscape strips and sidewalk on the east side as shown on the VTSM and in accordance with the Traffic Study. Subdivider shall obtain approval of encroachment permit and/or agreements from Caltrans for the I-580 undercrossing and related improvements within the Caltrans right-of-way.

C.2.7.6. Lammers Road South of Tracy Hills Drive – Improvements for Commercial Development

Prior to the final inspection of any commercial building developed on the area south of Tracy Hills Drive and east of future Lammers Road and designated as General Highway Commercial in the Specific Plan Amendment (Parcels T and U on the VTSM), the Subdivider shall construct the Interim Lammers Road Improvements south of Tracy Hills Drive, extending between Tracy Hills Drive and Corral Hollow Road, including widened undercrossing beneath I-580, consisting of four travel lanes, shoulders, street median, landscape strips and sidewalks as shown on the VTSM and in accordance with the Traffic Study. The final extent and cross-section geometry of the improvements shall be determined at the time of application for the commercial development.

C.2.7.7. In order to guarantee completion of the portion of the Lammers Road South of Tracy Hills Drive Improvements between I-580 and Corral Hollow Road and that lie outside of the boundaries of the Project, the Subdivider shall enter into an improvement agreement (SIA or OIA) and post an improvement security in the amounts and form in accordance with section 12.36.080 of the TMC and as required by these Conditions of Approval. The Subdivider shall submit the signed and notarized improvement agreement with the necessary improvement security before approval of the Final Map within the Project that meets the trigger thresholds identified in the Traffic Study.

C.2.7.8. Lammers Road North of Tracy Hills Drive – Right-of-Way

The Subdivider shall dedicate the right-of-way necessary to construct the ultimate future Lammers Road improvements (137' right-of-way) between Tracy Hills Drive and the California Aqueduct right-of-way, based on the Future Lammers Road (Ultimate) cross section shown on the VTSM and in accordance the Traffic Study, with the Final Map for the respective phase. The ultimate future width and number of travel lanes and turn lanes, and width of street median, landscaping strips and sidewalks shall be in accordance with the Traffic Study.

C.2.7.9. Lammers Road North of Tracy Hills Drive – Improvements for High Density Residential Development

At the time of approval of the first Final Map for residential development within the area north of Tracy Hills Drive and east of future Lammers Road (designated as High Density Residential in the Specific Plan Amendment and shown as Parcels B and C on the VTSM), the Subdivider shall construct the Interim Lammers Road improvements, extending between Tracy Hills Drive and the California Aqueduct right-of-way, consisting of four travel lanes, shoulders, street median, landscape strips and sidewalks as shown on the VTSM and in accordance with the Traffic Study. The final extent and cross-section geometry of the improvements shall be determined at the time of application for the high density residential development.

In order to guarantee completion of the Lammers Road North of Tracy Hills Drive Improvements, the Subdivider shall enter into an improvement agreement (SIA or OIA) and post an improvement security in the amounts and form in accordance with section 12.36.080 of the TMC and as required by these Conditions of Approval. The Subdivider shall submit the signed and notarized improvement agreement with the

necessary improvement security before approval of the first Final Map within Parcels B and C.

C.2.7.10. Corral Hollow Road at Lammers Road – Right of Way

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

The Subdivider shall dedicate all rights-of-way necessary for the widening of Corral Hollow Road required at the future intersection of Corral Hollow Road and Lammers Road. The dedication shall include additional right-of-way for turn lanes and transitions where applicable. If required, the Subdivider shall also dedicate right-of-way for construction of intersection improvements as outlined in the Traffic Study, including traffic signal or a roundabout for buildout requirements.

The Subdivider may be eligible for fee Credits and/or reimbursements for right-of-way dedication beyond Project's frontage obligation per the CRTMP requirements. Temporary or interim improvements are not eligible for fee credits or reimbursements.

C.2.7.11. Corral Hollow Road at Lammers Road – Improvements

Concurrent with the construction of improvements on Lammers Road south of Tracy Hills Drive as described above, the Subdivider shall construct the Corral Hollow Road and Lammers Road intersection improvements, consisting of either a roundabout or traffic signal and all associated improvements, in accordance with the Traffic Study.

C.2.7.12. Pavement Repaving/Overlay on Corral Hollow Road

For the first 144 homes within the VTSM area, the Subdivider shall pay \$50,000 towards its fair share towards the estimated cost of repaving/overlay from I-580 south right-of-way line to southerly City Limits as directed by the City Engineer. At the time of construction of the intersection of future Lammers Road and Corral Hollow Road the Subdivider shall design and install repaving/overlay from the intersection to I-580 south right-of-way line as directed by the City Engineer. City will make fair share contributions collected

from other projects available to the Subdivider towards the cost of repaving/overlay.

C.2.7.13. Not used.

C.2.7.14. In order to guarantee completion of the Corral Hollow Road Improvements, the Subdivider shall enter into an improvement agreement (SIA or OIA) and post an improvement security in the amounts and form in accordance with section 12.36.080 of the TMC and as required by these Conditions of Approval. The Subdivider shall submit the signed and notarized improvement agreement with the necessary improvement security before approval of the Final Map within the Project that meets the trigger thresholds identified in the Traffic Study.

C.2.7.15. Criseldo Mina Avenue and Palmer Street - Improvements

In accordance with the Traffic Study, all improvements necessary to implement Route No. 1 in the Alternative Routes Analysis contained therein, consisting of the connection of Criseldo Mina Avenue to Palmer Street, shall be completed and said streets shall be accepted by the City Council as public roadways prior to the filing of the Final Map within the Project that meets the trigger thresholds identified in the Traffic Study.

C.2.7.16. Emergency Vehicle Access (EVA)

The existing all-weather emergency vehicle access road constructed per the Conditions of Approval and EIR Mitigation Measures for the Tracy Hills Phase 1A VTSM shall be reconstructed as necessary to conform to the extended Tracy Hills Drive improvements and the proposed Project grading north of Tracy Hills Drive, as generally shown on the VTSM.

Prior to issuance of the first building permit, the Subdivider shall ensure that the existing and reconstructed portions of the all-weather emergency vehicle access road, extending from Tracy Hills Drive northerly to its terminus at South Lammers Road, is fully accessible to Fire Department vehicles and all other necessary emergency responders at all times and to the satisfaction of the Fire Department.

C.2.7.17. Traffic Control Plan

Before starting any work within the project, the Subdivider shall submit a Traffic Control Plan for each phase of work, to show the method and type of construction signs to be used for regulating traffic at the work areas and within existing

streets accessing the work areas. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California.

C.2.7.18. Encroachment Permit

Before starting any work to be performed and improvements to be constructed within City's right-of-way, the Subdivider shall obtain an Encroachment Permit from the City. The Subdivider or its authorized representative shall submit all documents that are required to process the Encroachment Permit including but not limited to, approved Improvement Plans, Traffic Control Plan, payment of engineering review fees, copy of the Contractor's license, Contractor's Tracy business license, and certificate of insurance naming the City of Tracy as additional insured or as a certificate holder.

C.2.7.19. Dead-End Streets.

A standard barricade and guardrail with appropriate traffic sign will be required at street ends. Alternatively, turnarounds/ hammerheads meeting the requirements of Fire Marshall shall be provided at the dead-end streets.

C.2.7.20. All intersections shall be designed to accommodate fire truck movements as required by the Fire Department.

C.2.7.21. Subdivider must provide and verify sight distances, where applicable, with regard to intersections, reverse lots and fence placements as required by the City Engineer.

C.2.8. EIR Mitigation Measures

The EIR identifies Project impacts that are to be mitigated by the Subdivider. The mitigation measures are summarized in the Mitigation, Monitoring and Reporting Matrix contained in the EIR as referenced under Item C.1.1.c above. Subdivider shall comply with all applicable mitigation measures as outlined in the EIR including, but not limited to, the following:

- a. Mitigation Measure HAZ 4.8-2b: Prior to issuance of grading permits, the Project Applicant shall work with Conoco Phillips and Shell to implement and observe a site damage-prevention plan to the satisfaction of the City of Tracy Engineering Division.
- b. Mitigation Measure LU 4.10-1: All tentative and final maps within the THSP shall conform to the provisions of the 2009 ALUCP (or the ALUCP in effect at the time of Project Applicant submissions)

- c. Mitigation Measure HYDRL 4.9-2: All Project Applicants shall submit and obtain City approval of a drainage plan to the City of Tracy for on-site post-construction BMP drainage improvements consistent with the Tracy Hills Storm Drain Master Plan. Once City approval is received, all Project Applicants shall construct the drainage improvements as necessary and in accordance with the timing described in the Tracy Hills Storm Drain Master Plan.
- d. Mitigation Measure NOI 4.11-3e: Prior to the issuance of Grading Permits, any residential development associated with the THSP Buildout (i.e., development other than Phase 1A) located within 260 feet of the Union Pacific Railroad corridor shall have an Acoustical Analysis prepared to fully analyze acoustical impacts and develop measures, if required, to ensure that the City's exterior standards of 70 dBA would be achieved for the proposed land uses that are subject to noise from train pass-bys. The analysis shall conduct detailed train noise modeling to verify that residences are adequately shielded and/or located at an adequate distance from the rail corridor to comply with the City's exterior standards. The analysis shall also ensure that interior noise levels do not exceed 45 dBA.
- e. Mitigation Measure PSR 4.12-6: Developers of subsequent phases of the Project (beyond Phase 1A) will be required to prepare SB 221 analysis for each subsequent phase of development.
- f. Mitigation Measure PSR 4.12-7a: As part of the development process for each individual site-specific development under the Specific Plan, the City shall review flow monitoring, at the applicant's cost, to determine available capacity.
- g. Mitigation Measure TRANS 4.13-2: To achieve compliance with CIR-3 Policy P4 and P6, the bicycle and pedestrian improvement connections from the THSP to the Citywide Network shall be implemented when the roadway infrastructure is required as determined at approval of each final map or issuance of building permits by the City Engineer. The pedestrian and bicycle facilities are included in the City of Tracy's typical cross sections and in the City TIF. Bicycle and pedestrian facilities within the THSP area shall be implemented with each building permit application/final map approval. Widening Corral Hollow Road and constructing and widening Lammers Road shall be in place when the project generates 2,588 AM peak hour trips.
- h. Mitigation Measure PSR 4.12-2: Prior to issuance of the first building permit, the developer shall construct an all-weather, emergency vehicle access to all points of the Project site from Lammers Road (including crossings of the Delta Mendota Canal, Union Pacific Railroad, and California Aqueduct). The emergency

vehicle access shall be available to police, fire, and all other necessary and relevant emergency responders. The design, location, and maintenance of the access shall meet City standards to the satisfaction of the Fire Chief. The access shall be continuously maintained by the developer until permanent access is developed and accepted for maintenance by the City

C.2.9. Neighborhood, Linear and Dual-Use Parks

- C.2.9.1. The Subdivider shall offer for dedication Parcels “EEE”, “DDD”, “CCC” and “K” for neighborhood park, linear park, and dual use recreation facility/detention basin purposes, respectively, on the Final Map that corresponds to the timing of completion of respective parks as identified in the Planning’s Department’s Conditions of Approval. The Subdivider shall design and construct the park improvements consistent with the Tracy Hills Specific Plan, Specific Plan Amendment and City Regulations. The Subdivider shall be eligible for park fee credits in accordance with the Title 13 of the TMC and the Park Improvement and Reimbursement Agreement (“PI&RA”).
- C.2.9.2. The Subdivider shall submit park improvement plans, signed and notarized improvement agreement PI&RA, and Improvement Security in the amount and type specified in the City Regulations at the time of approval of the Final Map that corresponds to the timing of completion of the park improvements specified in Planning Division’s Conditions of Approval.

C.2.10. Public Utility Easements

- C.2.10.1. Undergrounding of Overhead Utilities. Any existing overhead lines and poles within the Project boundaries shall be removed or undergrounded.
- C.2.10.2. All private utility services to serve the Project such as electric, telephone and cable TV to the building must be installed underground, within right-of-way or a dedicated Public Utility Easement (PUE) and at the location approved by the City and the respective owner(s) of the utilities.

The Subdivider shall submit improvement plans for the installation of electric, gas, telephone and TV cable lines that are to be installed under the sidewalk or within the PUE. Underground utility conduits may be installed under the sidewalks, and underground boxes and structures may be located in the landscaped parkway next to the curb. All above-ground boxes and facilities shall be behind the sidewalk and within the PUE. Pop-outs to provide additional

width of PUE where required to accommodate larger above-ground structures will be permitted subject to review and approval by Public Works Director and the City Engineer. Before approval of the first Final Map, the Subdivider shall complete the necessary coordination work with the respective owner(s) of the utilities to for approval.

C.2.10.3. Public Utility Easements on sideyard lots shall be adjusted or eliminated in final neighborhood designs based on actual joint trench design requirements.

C.3. Final Map

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

- C.3.1. Subdivider has submitted one reproducible (mylar) copy of the approved tentative subdivision map for the Project after Subdivider's receipt of a notification of approval of the Tentative Subdivision Map. The signature of the owner of the Property on the Tentative Subdivision Map shall indicate the owner's consent to the preparation of the Tentative Subdivision Map and the proposed subdivision of the Property.
- C.3.2. Each Final Map is prepared in accordance with the applicable requirements of the Tracy Municipal Code, these Conditions of Approval, all other applicable City Regulations, and in substantial conformance with the Tentative Subdivision Map.
- C.3.3. Each Final Map includes and shows offer(s) of dedication of all right(s)-of-way and/or temporary or permanent easement(s) required by the Improvement Plans and Final Map, in accordance with City Regulations and these Conditions. If construction easement(s) is/are shown, it/they shall indicate the termination date of the construction easement(s).
- C.3.4. Horizontal and vertical control for the Project shall be based upon the City of Tracy coordinate system and at least three 2nd order Class 1 control points establishing the "Basis of Bearing" and shown as such on the Final Map. The Final Map shall also identify surveyed ties from two of the horizontal control points to a minimum of two separate points adjacent to or within the Property described by the Final Map.
- C.3.5. Subdivider has submitted a signed and stamped Engineer's Estimate that show construction cost of subdivision improvements that are described in Conditions C.2 above plus 10% for construction contingencies.
- C.3.6. Subdivision Improvement Agreement

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

C.3.7. Final Map Phasing Plan

Prior to Subdivider's submittal to the City of the first Final Map for City approval, Subdivider shall submit for the City Engineer's review and reasonable approval a phasing plan for the submittal of all Final Maps to be filed for this Vesting Tentative Subdivision Map. The phasing plan may be subject to subsequent modifications based on market conditions, the rate of development, and Subdivider's disposition of the parcels created by the Final Maps.

C3.8. Deferred Improvement Agreement

Prior to the City's approval of the first Final Map within the Project, the Subdivider shall execute a Deferred Improvement Agreement, in substantial conformance with the City's standard form agreement, by which (among other things) the Subdivider agrees to complete construction of all remaining public facilities (to the extent the public facilities are not included in the Subdivision Improvement Agreement or other executed agreement(s) with the City) which are required by these Conditions of Approval. The Deferred Improvement Agreement shall identify timing requirements for construction of all remaining public facilities, in conformance with the phasing plan submitted by the Subdivider and approved by the City Engineer.

C.3.9. Improvement Security

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

- C.3.9.1 Faithful Performance (100% of the estimated cost of constructing the public facilities).
- C.3.9.2 Labor & Material (100% of the estimated cost of constructing the public facilities).
- C.3.9.3 Warranty (10% of the estimated cost of constructing the public facilities).

- C.3.9.4 Monumentation (\$750 multiplied by the total number of street centerline monuments that are shown on the Final Map).
- C.3.10. Subdivider has paid engineering review fees including improvement plan checking, final map review, agreement processing, and all other fees required by these Conditions of Approval and City Regulations.
- C.3.11. Subdivider has submitted technical or materials specifications, cost estimate, and technical reports related to the design of improvements that are shown on the Improvement Plans and as required by these Conditions.
- C.3.12. Subdivider has submitted hydrologic and storm drainage calculations for the design and sizing of in-tract storm drainage pipes located within the Project.
- C.3.13. Subdivider has submitted signed and stamped Improvement Plans.
- C.3.14. Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA.
- C.3.15. Signed and notarized Deferred Improvement Agreement (DIA) and Improvement Security, to allow deferment of completion of improvements as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with the DIA and Section 12.36.080 of the TMC.

C.4. Grading and Encroachment Permits

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

- C.4.1. Grading and Drainage Plans prepared on a 24" x 36" size polyester film (mylar). Grading and Drainage Plans shall be prepared under the supervision of and stamped and signed by a Registered Civil Engineer.
- C.4.2. Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.
- C.4.3. Three sets of the Storm Water Pollution Prevention Plan (SWPPP) identical to the reports submitted to the State Water Quality Control

Board (SWQCB) and any documentation or written approvals from the SWQCB including a copy of the Notice of Intent (NOI) with the state-issued Wastewater Discharge Identification number (WDID). After the completion of the Project, the Subdivider is responsible for filing the Notice of Termination (NOT) required by SWQCB, and shall provide the City, a copy of the completed Notice of Termination.

- C.4.4. Cost of preparing the SWPPP, NOI and NOT including the annual storm drainage fees and the filing fees of the NOI and NOT shall be paid by the Subdivider. The Subdivider shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the Storm Water Regulations adopted by the City in 2008 and any subsequent amendment(s), and the City Regulations.
- C.4.5. Two sets of the Project's Geotechnical Report signed and stamped by a licensed Geo-technical Engineer licensed to practice in the State of California. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, percolation rate, roadway section construction recommendations and elevation of the highest observed groundwater level.
- C.4.6. A copy of the Approved Fugitive Dust and Emissions Control Plan that meets San Joaquin Valley Air Pollution Control District (SJVAPCD) as required in Mitigation Monitoring and Reporting Program of the Tracy Hills Specific Plan Final Environmental Impact Report (TH-EIR).
- C.4.7. Two sets of Hydrologic and Storm Drainage Calculations for the design of the on-site storm drainage system.
- C.4.8. Reasonable written permission from irrigation district or affected owner(s), if applicable. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.
- C.4.9. Written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), if applicable. All existing on-site wells, if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. The Subdivider shall be responsible for all costs associated with the abandonment or removal of the existing well(s) including the cost of permit(s) and inspection.
- C.4.10. Improvement Plans prepared on a 24" x 36" size 4-mil thick polyester film (mylar) that incorporate all the requirements described in these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

- C.4.11. Two sets of structural calculations for drainage structures and retaining walls within street right-of-way and retention basins signed and stamped by a Structural Engineer licensed in the State of California.
- C.4.12. Not Used.
- C.4.13. Check payment for the applicable engineering review fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable fees as required by these Conditions of Approval. The engineering review fees will be calculated based on the current fee rate adopted by the City Council.
- C.4.14. Traffic Control Plan for each phase signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California.
- C.4.15. As required per Mitigation Measure 4.8-2a of the EIR, the Subdivider shall submit, prior to issuance of grading permits, a Phase II ESA focused on soil sampling conducted near the location of the underground crude oil pipelines, as determined by a qualified Phase II/Site Characterization specialist.
- C.4.16. As required per Mitigation Measure 4.8-2b of the EIR, prior to issuance of grading permits, the Subdivider shall work with Conoco Phillips to implement and observe a site damage prevention plan to the satisfaction of the City of Tracy Engineering Division.
- C.4.17 Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA.
- C.4.18 Signed and notarized Deferred Improvement Agreement (DIA) and Improvement Security, to allow deferment of completion of improvements as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with the DIA and Section 12.36.080 of the TMC, or pursuant to the terms of the Development Agreement, as appropriate.

C.5. Building Permit

The City will not approve any building permit within the Project boundaries (except for a plumbing permit issued for the purpose of perfecting an RGA) until a Final Map is approved by the City Council and it is recorded at the San Joaquin County Recorder's Office, and the Subdivider demonstrates, to the reasonable satisfaction of the City Engineer, compliance with all the required Conditions of Approval and payment of fees in accordance with the Fee Deferral Agreement including but not limited to the following:

- C.5.1. Payment of the applicable current City-Wide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park Development Impact Fees as these relate to the Project and as required by these Conditions of Approval.
- C.5.2. Payment of applicable Regional Transportation Impact Fees (RTIF) as required in the Mitigation, Monitoring and Reporting Program of the EIR, these Conditions of Approval, and the Settlement Agreement.
- C.5.3. Check payment of any applicable Agricultural Mitigation Fee as required in Chapter 13.28 of the Tracy Municipal Code and Mitigation Measure AG 4.2.1 of the EIR and these Conditions of Approval.
- C.5.4. Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC.

C.6. Final Building Inspection

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

- C.6.1. The Subdivider has completed construction of all public facilities required to serve the building for which a certificate of occupancy is requested or a final building inspection has to be performed unless otherwise defined herein. Unless specifically provided in these Conditions, or the City Regulations, the Subdivider shall take all actions necessary to construct all public facilities required to serve the Project, and the Subdivider shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.7. Temporary or Final Building Certificate of Occupancy

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

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

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

C.8. Acceptance of Public Improvements

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

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

C.9. Release of Improvement Security

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

C.10. Special Conditions

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

trench extends beyond the median island, the limit of asphalt concrete overlay shall be up to the lip of existing gutter located along that side of the street.

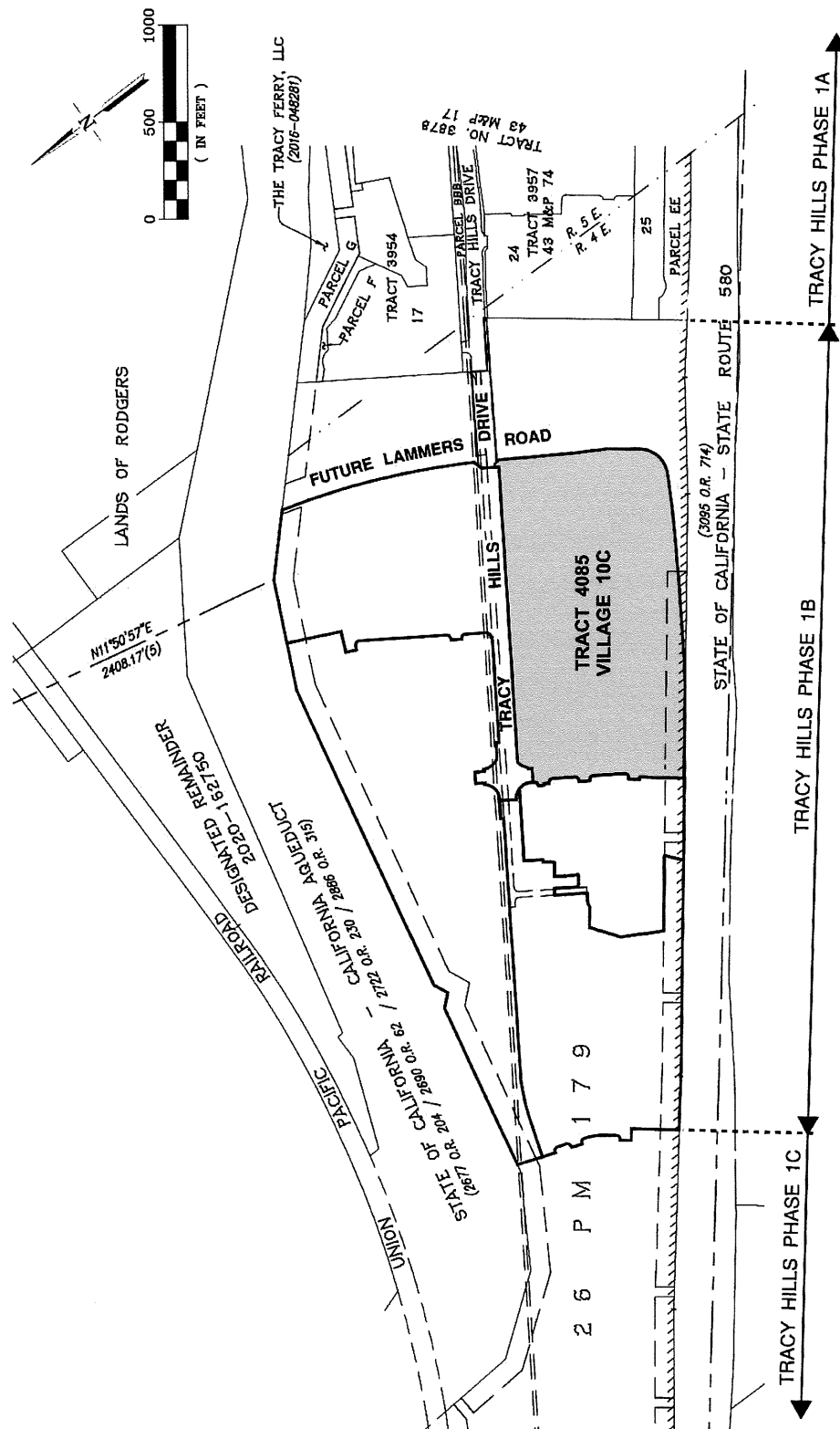
- C.10.3. All improvement plans shall contain a note stating that the Developer (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers. Any damaged, displaced, obliterated or lost monuments or survey markers shall be re-established or replaced by a licensed Land Surveyor at the Developer's (or Contractor's) sole expense. A corner record must be filed in accordance with the State law for any reset monuments (California Business and Professions Code Section 8871).

C.10.4. Benefit District

The Subdivider may make a written request to the City for the formation of a Benefit District, before the approval of the final map and improvement plans for the public facility(s) considered to be oversized that benefits other property(s) or development(s). Reimbursement request(s) will be processed in accordance with TMC Chapter 12.60.

- C.10.5. The CFD or HOA shall include future costs of maintenance including PG&E charges for all new streetlights and new traffic signals to be installed by the Project.

- C.10.6. Nothing contained in these Conditions shall be construed to permit any violation of City Regulations. Subject, however, to City Regulations, this Condition does not preclude the City from requiring pertinent revisions and additional requirements to the final map, improvement agreements, and improvement plans, before the City Engineer's signature on the final map and improvement plans, if the City Engineer finds it necessary due to public health and safety reasons. (Government Code section 66498.6.) The Subdivider shall bear all the cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.



RESOLUTION 2022-_____

APPROVING THE FINAL SUBDIVISION MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 4085 - TRACY HILLS VILLAGE 10C, AND AUTHORIZING THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

WHEREAS, A Small-Lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1B (VTSM) consisting of 432 single-family residential lots, park parcels, HOA recreation area parcel, dual-use retention basin parcel, and numerous other parcels to be owned and maintained by Homeowners Association, Developer or City, on approximately 309.9 acres located in the Tracy Hills Specific Plan Area, west of Tracy Hills Phase 1A in the vicinity of Tracy Hills Drive, was approved by the Tracy City Council on November 10, 2020, pursuant to Resolution No. 2020-188, and

WHEREAS, The Final Subdivision Map for Tract 4085 - Tracy Hills Phase 10C, consists of 62 single-family residential lots and other associated parcels located on approximately 34.0 acres within the boundaries of and in conformance with the VTSM, and

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

WHEREAS, The Improvement Plans, Specifications, and Cost Estimates for the required public street and utility improvements have been prepared on behalf of the Developer and approved by the City Engineer and are incorporated into the subject Subdivision Improvement Agreement for Tract 4085 - Tracy Hills Phase 10C (SIA) by reference, and

WHEREAS, The Landscape Improvement Plans for the required landscape and irrigation improvements in the parkway strips within the public streets are still under review by the City Engineer and will be incorporated into and made part of the SIA upon approval by the City Engineer, and

WHEREAS, The SIA addresses construction of the public streets, utilities and other in-tract improvements associated with the 62 single-family residential lots and other facilities that will be constructed by the Developer as part of the Tract 4085 - Tracy Hills Village 10C development, and

WHEREAS, The SIA is intended to replace and supersede the Inspection Improvement Agreement for Tract 4085 - Tracy Hills Village 10C, which was approved by the City Manager on September 3, 2021, and executed by the City and Developer, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the Final Subdivision Map and Subdivision Improvement Agreement for Tract 4085 - Tracy Hills Village 10C, and authorizes the City Clerk to file the Subdivision Improvement Agreement with the Office of the San Joaquin County Recorder.

* * * * *

The foregoing Resolution 2022-_____ was passed and adopted by the Tracy City Council on the 18th day of January, 2022, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.D

REQUEST

APPROVE A MASTER SERVICES AGREEMENT WITH AXON ENTERPRISE, INCORPORATED FROM FEBRUARY 1, 2022 TO JANUARY 31, 2026, NOT TO EXCEED \$510,000, FOR THE PURCHASE, ON-GOING MAINTENANCE, AND CLOUD BASED EVIDENCE SYSTEM, EVIDENCE.COM, FOR THE TRACY POLICE DEPARTMENT'S FLEET IN CAR CAMERA SYSTEM AND FIND IT IS IN THE BEST INTEREST OF THE CITY TO FORGO THE FORMAL BID PROCESS

EXECUTIVE SUMMARY

A 5-year agreement with Axon Enterprise, Incorporated will provide for the purchase, on-going maintenance, and cloud-based evidence storage for the Police Department's car camera system within its existing patrol fleet and potential future fleet additions within the agreement term.

DISCUSSION

The Department has been using in-car cameras for approximately 15 years. In 2017, the Police Department performed a limited upgrade to its existing 36 in-car cameras. At the time of the upgrade, a portion of the existing equipment was already 10 years old. Currently, this upgraded equipment has surpassed its life expectancy and is now obsolete. Additionally, the current camera system has a separate data storage system for video storage. The Department has identified the AXON FLEET 3 as the next model of an in-car camera system to replace the obsolete equipment and meet the Department's current and foreseeable future needs.

Axon Enterprise, Incorporated FLEET 3 offers many benefits including dual cameras within each vehicle to aid in monitoring passengers, detainee's or arrestees within the vehicle, license plate reader technology to aid in investigations, and technology that interfaces with the department's body worn cameras, gun lock activation, and police vehicle emergency light activation. Additionally, Axon Enterprise is the sole provider for Evidence.com, the secured "cloud-based" storage system, which will fully meet the needs of the Department and the Department of Justice's (DOJ) cloud-based security requirements. Evidence.com is already being utilized by the Department for all video storage of Body Worn Cameras and less than lethal data storage for Department issued tasers. Going forward with AXON FLEET 3 will provide the department a single platform for all video evidence and management.

STRATEGIC PLAN

This agenda item relates to the Council's Strategic Plans for Public Safety.

FISCAL IMPACT

The 5-year agreement for the FLEET 3 in car cameras is not to exceed \$510,000 (or approximately \$102,000 annually). The funding is provided through the Police Department's operating budget in the General Fund.

RECOMMENDATION

Staff recommends the Council approve, by resolution, a Master Services Agreement from February 1, 2022 to January 31, 2026 with Axon Enterprise, Incorporated, not to exceed \$510,000, for the purchase and on-going maintenance of the Tracy Police Department's fleet in-car camera system and pursuant to Tracy Municipal Code 2.20.140(b)(2) allow the City to forgo the formal bidding process due to Axon Enterprise, Incorporated being a sole source vendor, and authorize the City Manager to execute a 5-year agreement.

Prepared by: Beth Lyons-McCarthy, Support Operations Manager
Octavio Lopez, Police Lieutenant

Reviewed by: Sekou Millington, Chief of Police
Karin Schnaider, Director of Finance
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENTS

Attachment A: Master Services Agreement



Master Services and Purchasing Agreement between Axon and Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

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Master Services and Purchasing Agreement between Axon and Agency

7 Warranty.

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

7.3 Spare Axon Devices. For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

8 Statement of Work. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 Axon Device Warnings. See www.axon.com/legal for the most current Axon Device warnings.



Master Services and Purchasing Agreement between Axon and Agency

- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- 11 **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination.**
 - 17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 17.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 17.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 18 **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be

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understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19 General.

19.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

19.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

19.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 Survival. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency: Tracy Police Dept.
Attn:
Street Address: 1000 Civic Center Dr
City, State, Zip: Tracy, CA 95376-4079
Email:

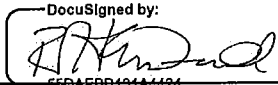
19.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or

understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

DocuSigned by:
Signature: 
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Name: Robert E. Driscoll, Jr.

Title: VP, Associate General Counsel, Assistant
Corporate Secretary

Date: 12/29/2021

AGENCY:

Tracy Police Dept.

Signature: _____

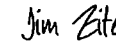
Name: _____

Title: _____

Date: _____

AXON:

Axon Enterprise, Inc.

DocuSigned by:
Signature: 
B3C3CD0C401F47F...

Name: Jim Zito

Title: SVP. Accounting

Date: 12/29/2021



Master Services and Purchasing Agreement

Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

"Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"Non-Content Data" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

"Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

- 2 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

- 3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

- 4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

- 5 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately

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if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- 6 **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("Skyhook") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the competition of the Axon Records

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Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term ("**Axon Records Subscription**")

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13 **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - 13.1 copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2 reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3 access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4 use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5 access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 13.7 use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14 **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16 **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.



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- 17 **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



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Axon Customer Experience Improvement Program Appendix

- 1 **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "**ACEIP Purposes**"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 **ACEIP Tier 1.**

- 1.1.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("New Use Case").

1.1.2. Expiration of ACEIP Tier 1. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

1.2 ACEIP Tier 2. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at <https://www.axon.com/sales-terms-and-conditions> and incorporated herein by reference.



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Axon Fleet Appendix

- 1 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 2 **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
- 3 **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
- 4 **Wireless Offload Server.**
 - 4.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3 **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4 **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
- 5 **Axon Vehicle Software.**
 - 5.1 **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software"). "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2 **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h)



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remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

- 6 **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("Fleet Upgrade") as schedule on the Quote.

If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

- 8 **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

- 8.1 Axon Fleet subscription coverage terminates, and no refunds will be given.
- 8.2 Axon will not and has no obligation to provide the Axon Fleet Upgrade.
- 8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

- 1 **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date.

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

- 2 **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

- 3 **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4 **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

- 5 **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

- 6 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.

RESOLUTION _____

AUTHORIZING A MASTER SERVICES AGREEMENT WITH AXON ENTERPRISE, INCORPORATED FROM FEBRUARY 1, 2022 TO JANUARY 31, 2026, NOT TO EXCEED \$510,000, FOR THE PURCHASE, ON-GOING MAINTENANCE, AND CLOUD BASED EVIDENCE SYSTEM, EVIDENCE.COM, FOR THE TRACY POLICE DEPARTMENT'S FLEET IN CAR CAMERA SYSTEM AND FIND IT IS IN THE BEST INTEREST OF THE CITY TO FORGO THE FORMAL BID PROCESS

WHEREAS, A 5-year agreement with Axon Enterprise, Incorporated will provide for the purchase, on-going maintenance, and cloud-based evidence storage for the Police Department's car camera system within its existing patrol fleet and potential future fleet additions within the agreement term; and

WHEREAS, In 2017, the Police Department ("Department") performed a limited upgrade to its existing 36 in-car cameras and the upgraded equipment has surpassed its life expectancy and is now obsolete; and

WHEREAS, The Department has identified the AXON FLEET 3 as the next model of an in-car camera system to replace the obsolete equipment and meet the Department's current and foreseeable future needs; and

WHEREAS, Axon Enterprise, Incorporated is the exclusive provider for Evidence.com, a secured "cloud-based" storage system that fully meet the needs of the Department and the Department of Justice's cloud-based security requirements; and

WHEREAS, The 5-year agreement for the FLEET 3 in-car cameras is not to exceed \$510,000 (approximately \$ \$102,000 annually), and the funding will be provided through the Department's operating budget in the General Fund.

NOW, THEREFORE, BE IT RESOLVED That the City Council does hereby authorize a Master Services Agreement from February 1, 2022 to January 31, 2026 with Axon Enterprise, Incorporated, not to exceed \$510,000, for the purchase, on-going maintenance, and cloud-based evidence system, Evidence.Com, for the Tracy Police Department's fleet in car camera system and pursuant to Tracy Municipal Code 2.20.140(b)(2) allow the City to forgo the formal bidding process due to Axon Enterprise, Incorporated being a sole source vendor, and authorize the City Manager to execute a 5-year agreement.

* * * * *

The foregoing Resolution _____ is hereby passed and adopted by the Tracy City Council this 18th day of January, 2022, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.E

REQUEST

THAT THE CITY COUNCIL OF THE CITY OF TRACY, ACTING AS THE GOVERNING BOARD OF THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF TRACY, APPROVE THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) 22-23

EXECUTIVE SUMMARY

The City of Tracy has elected to act as the Successor Agency to the former City of Tracy Community Development Agency following the dissolution of redevelopment agencies by the California State Legislature in February 2012. The attached Recognized Obligation Payment Schedule (ROPS) lists the Enforceable Obligations proposed for payment by the Successor Agency for the period July 1, 2022, through June 30, 2023, as required by law.

DISCUSSION

Effective February 1, 2012, the State of California dissolved redevelopment agencies through the passage of Assembly Bill X1 26 and replaced them with successor agencies responsible for the wind-down of the former redevelopment agencies. The City of Tracy City Council elected to have the City of Tracy serve as the Successor Agency to the former City of Tracy Community Development Agency (CDA). The City Council acts as the Governing Board of the Successor Agency. ABX1 26 also redirected the tax increment funding previously received by the CDA to a Redevelopment Property Tax Trust Fund (RPTTF) held by the County.

The Successor Agency previously approved an Enforceable Obligation Payment Schedule (EOPS) which listed various financial obligations of the City's former CDA, including such items as required payments on existing bonds, bond trustee costs and other obligations. This EOPS, once recognized by the State, became the basis for the Recognized Obligation Payment Schedule (ROPS). Beginning in 2016, the law requires that successor agencies adopt an annual ROPS that lists all enforceable obligations proposed for payment in the subsequent fiscal year. Funds once received by the CDA, now held in the RPTTF, are used to fund the ROPS. Any excess funds remaining in the RPTTF are then disbursed to the other taxing agencies (e.g. schools, special districts, city & county) that would have otherwise received the property taxes had the CDA not existed. Funds are disbursed on a pro-rata basis with the City of Tracy receiving approximately 17% of the remaining RPTTF. Attached is ROPS 22-23 for the period July 1, 2022 through June 30, 2023.

The table below summarizes the obligations and amounts of RPTTF requested for the ROPS period. The maximum administrative cost allowance (ACA) and associated expense is \$250,000 annually; however only actual administrative costs and expenses are reimbursable. The ACA request has been lowered to reflect the conclusion of legal proceedings and the wind-down of activities. Furthermore, all funding is subject to the availability of RPTTF funds during the ROPS period.

Description	Maturity	Total
2016 Tax Allocation Bonds – Principal	2033	1,740,000
2016 Tax Allocation Bonds – Interest	2033	1,112,800
2021 Lease Revenue Refunding Bonds	2038	289,571
Debt Service Fees		6,500
Administrative Costs		10,000
Total RPTTF Request		3,158,871

STRATEGIC PLAN

This item does not apply to the City Council's Strategic Plans.

FISCAL IMPACT

The recognized obligations have no fiscal impact to the City's General Fund. Recognized obligations are paid from property tax revenue that previously was allocated to the Tracy Community Development Agency and now held by the County in the RPTTF.

RECOMMENDATION

It is recommended that the City Council, acting in its capacity as the Governing Board of the Successor Agency to the former City of Tracy Community Development Agency, approve, by resolution, the Recognized Obligation Payment Schedule of the former Tracy Community Development Agency for the period July 1, 2022, through June 30, 2023.

Prepared by: Robert Harmon, Senior Accountant

Reviewed by: Karin Schnaider, Finance Director
Gregory Rubens, Successor Agency Counsel

Approved by: Michael Rogers, Executive Director

ATTACHMENTS

Attachment A – ROPS 22-23

ATTACHMENT "A"

Recognized Obligation Payment Schedule (ROPS 22-23) - Summary
Filed for the July 1, 2022 through June 30, 2023 Period

Successor Agency: Tracy

County: San Joaquin

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	22-23A Total (July - December)	22-23B Total (January - June)	ROPS 22-23 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ 614,617	\$ -	\$ 614,617
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	614,617	-	614,617
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 2,544,254	\$ -	\$ 2,544,254
F RPTTF	2,534,254	-	2,534,254
G Administrative RPTTF	10,000	-	10,000
H Current Period Enforceable Obligations (A+E)	\$ 3,158,871	\$ -	\$ 3,158,871

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

ATTACHMENT "A"

Tracy
Recognized Obligation Payment Schedule (ROPS 22-23) - ROPS Detail
July 1, 2022 through June 30, 2023

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 22-23 Total	ROPS 22-23A (Jul - Dec)					22-23A Total	ROPS 22-23B (Jan - Jun)					22-23B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$36,100,607		\$3,158,871	\$-	\$-	\$614,617	\$2,534,254	\$10,000	\$3,158,871	\$-	\$-	\$-	\$-	\$-	\$-
7	Successor Agency Admin Costs	Admin Costs	01/01/2013	06/30/2014	City of Tracy	Successor Agency Administration	1	10,000	N	\$10,000	-	-	-	-	10,000	\$10,000	-	-	-	-	-	\$-
10	2016 TAB Refunding Bonds	Refunding Bonds Issued After 6/27/12	01/21/2016	08/01/2033	BNY Mellon	Debt Principle Thru 2033		24,410,000	N	\$1,740,000	-	-	614,617	1,125,383	-	\$1,740,000	-	-	-	-	-	\$-
11	2016 TAB Refunding Bonds	Refunding Bonds Issued After 6/27/12	01/21/2016	08/01/2033	BNY Mellon	Debt Interest Thru 2033		6,751,400	N	\$1,112,800	-	-	-	1,112,800	-	\$1,112,800	-	-	-	-	-	\$-
12	2016 TAB Refunding Bonds	Fees	01/21/2016	08/01/2033	BNY Mellon	Payee and trustee expenses		6,500	N	\$6,500	-	-	-	6,500	-	\$6,500	-	-	-	-	-	\$-
15	2020 LRB Refunding Bonds	Bond Reimbursement Agreements	03/01/2020	11/01/2038	City of Tracy	Agency share of City debt thru 2038		4,922,707	N	\$289,571	-	-	-	289,571	-	\$289,571	-	-	-	-	-	\$-

ATTACHMENT "A"

Tracy
Recognized Obligation Payment Schedule (ROPS 22-23) - Report of Cash Balances
July 1, 2019 through June 30, 2020
 (Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	ROPS 19-20 Cash Balances (07/01/19 - 06/30/20)	Fund Sources				Non-Admin and Admin	Comments
		Bond Proceeds		Reserve Balance	Other Funds		
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.		
1	Beginning Available Cash Balance (Actual 07/01/19) RPTTF amount should exclude "A" period distribution amount.			2,831,425	61,150	874,145	2016 TAB Refunding agreement requires retention of next years payments
2	Revenue/Income (Actual 06/30/20) RPTTF amount should tie to the ROPS 19-20 total distribution from the County Auditor-Controller			-	91,079	4,082,047	
3	Expenditures for ROPS 19-20 Enforceable Obligations (Actual 06/30/20)			2,831,425	61,150	1,406,439	
4	Retention of Available Cash Balance (Actual 06/30/20) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)			(2,822,550)		2,822,550	Transfer cash to next year reserves
5	ROPS 19-20 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 19-20 PPA form submitted to the CAC		No entry required			203,665	
6	Ending Actual Available Cash Balance (06/30/20) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$2,822,550	\$91,079	\$523,538	

ATTACHMENT "A"

Tracy
Recognized Obligation Payment Schedule (ROPS 22-23) - Notes
July 1, 2022 through June 30, 2023

Item #	Notes/Comments
7	
10	
11	
12	
15	

RESOLUTION _____

THE CITY COUNCIL OF THE CITY OF TRACY ACTING AS THE GOVERNING BOARD OF
THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY
OF TRACY APPROVING THE RECOGNIZED OBLIGATION
PAYMENT SCHEDULE

WHEREAS, The California state legislature enacted Assembly Bill X1 26 (the "Dissolution Act") to dissolve redevelopment agencies formed under the Community Redevelopment Law (Health and Safety Code Section 33000 et seq.); and

WHEREAS, On January 19, 2012 and pursuant to Health and Safety Code Section 34173, the City Council of the City of Tracy (the "City Council") declared that the City of Tracy, a municipal corporation (the "City"), would act as successor agency (the "Successor Agency") for the dissolved Community Development Agency of the City of Tracy (the "Former CDA") effective February 1, 2012; and

WHEREAS, On February 1, 2012, the Former CDA was dissolved pursuant to Health and Safety Code Section 34172; and

WHEREAS, The Dissolution Act provides for the appointment of an oversight board (the "Oversight Board") with specific duties to approve certain Successor Agency actions pursuant to Health and Safety Code Section 34180 and to direct the Successor Agency in certain other actions pursuant to Health and Safety Code Section 34181; and

WHEREAS, Health and Safety Code Section 34177(l)(2)(A) requires the Successor Agency to prepare a draft Recognized Obligation Payment Schedule (the "ROPS") and make associated notifications and distributions;

NOW, THEREFORE, BE IT RESOLVED, That the City Council, acting as the Governing Board of the Successor Agency, hereby approves the ROPS 22-23 which contains the Successor Agency Administrative Cost Estimates.

BE IT FURTHER RESOLVED, That the City Council, acting as the Governing Board of the Successor Agency, hereby authorizes and directs the City Manager or the City Manager's designee, acting on behalf of the Successor Agency, to file, post, mail or otherwise deliver via electronic mail, internet posting, and/or hardcopy, all notices and transmittals necessary or convenient in connection with approval of the ROPS, and other actions taken pursuant to this Resolution.

BE IT FURTHER RESOLVED, That this Resolution shall take immediate effect upon adoption.

* * * * *

Resolution _____
Page 2

The foregoing Resolution _____ was passed and adopted by the Tracy City Council, acting in its capacity as the Successor Agency of the Community Development Agency of the City of Tracy, on the 18th day of January, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair

ATTEST:

Successor Agency Secretary

APPROVED AS TO FORM:

Successor Agency Counsel

AGENDA ITEM 1.F

REQUEST

THAT THE CITY COUNCIL OF THE CITY OF TRACY, ACTING AS THE GOVERNING BOARD OF THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF TRACY, APPROVE THE LAST AND FINAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE

EXECUTIVE SUMMARY

The City of Tracy has elected to act as the Successor Agency to the former City of Tracy Community Development Agency following the dissolution of redevelopment agencies by the California State Legislature in February 2012. The Successor Agency is required to prepare an annual Recognized Obligation Payment Schedule (ROPS) and submit to the Oversight Board annually until all outstanding obligations have been satisfied.

The County-wide Oversight Board is responsible for reviewing and approving ROPS schedules as required by State law and due to the State Department of Finance and the County Auditor-Controller by February 1st.

Pursuant to Health and Safety Code (HSC) section 34191.6 (a), agencies that have received a Finding of Completion may file a Last and Final ROPS if all the following conditions are met:

- The remaining debt is limited to administrative costs and payments pursuant to enforceable obligations with defined payment schedules including, but not limited to, debt service, loan agreements, and contracts.
- All remaining obligations have been previously listed on the ROPS and approved for payment by Finance pursuant to HSC section 34177 (m) or (o).
- The agency is not a party to outstanding/unresolved litigation, except as specified in HSC section 34191.6 (a) (3).

The Successor Agency has met these conditions and once approved a Last and Final ROPS is approved by the California Department of Finance, will no longer be required to file an Annual ROPS.

DISCUSSION

Effective February 1, 2012, the State of California dissolved redevelopment agencies through the passage of Assembly Bill X1 26 and replaced them with successor agencies responsible for the wind-down of the former redevelopment agencies. The City of Tracy City Council elected to have the City of Tracy serve as the Successor Agency to the former City of Tracy Community Development Agency (CDA). The City Council acts as the Governing Board of the Successor Agency. ABX1 26 also redirected the tax increment funding previously received by the CDA to a Redevelopment Property Tax Trust Fund (RPTTF) held by the County.

The Successor Agency previously approved an Enforceable Obligation Payment Schedule (EOPS) which listed various financial obligations of the City's former CDA, including such items as required payments on existing bonds, bond trustee costs and

other obligations. This EOPS, once recognized by the State, became the basis for the Recognized Obligation Payment Schedule (ROPS). Beginning in 2016, the law requires that successor agencies adopt an annual ROPS that lists all enforceable obligations proposed for payment in the subsequent fiscal year. Funds once received by the CDA, now held in the RPTTF, are used to fund the ROPS. Any excess funds remaining in the RPTTF are then disbursed to the other taxing agencies (e.g. schools, special districts, city & county) that would have otherwise received the property taxes had the CDA not existed. Funds are disbursed on a pro-rata basis with the City of Tracy receiving approximately 17% of the remaining RPTTF.

Under AB X1 26 Successor Agencies which meet the above requirements may file a Last and Final ROPS to the California Department of Finance. The department has 100 days to review the filing and propose amendments or changes to the Last and Final ROPS schedule. If an amended Last and Final ROPS is approved less than 15 days before the property tax distribution, the Last and Final ROPS shall not be effective until the subsequent Redevelopment Property Tax Trust Fund distribution period.

Annual ROPS funding is being requested thru ROPS 22-33 (FY 2022-23). The Last Final ROPS will begin in FY 23-24.

The table below summarizes the total obligations and amounts of RPTTF requested for the Last and Final ROPS. These are the balances owed as of July 1, 2023.

Description	Maturity	Total
2016 Tax Allocation Bonds – Principal	2033	\$ 22,670,000
2016 Tax Allocation Bonds – Interest	2033	5,638,600
2021 Lease Revenue Refunding Bonds	2038	4,633,136
Debt Service Fees		34,100
Administrative Costs		125,000
Total RPTTF Request		\$ 33,100,836

HSC section 34191.6 (c) (2) provides that the agency can amend an approved Last and Final ROPS up to two times.

STRATEGIC PLAN

This item does not apply to the City Council's Strategic Plans.

FISCAL IMPACT

The recognized obligations have no fiscal impact to the City's General Fund. Recognized obligations are paid from property tax revenue that previously was allocated to the Tracy Community Development Agency and now held by the County in the RPTTF.

RECOMMENDATION

It is recommended that the City Council, acting in its capacity as the Governing Board of the Successor Agency to the former City of Tracy Community Development Agency, approve, by resolution, the Last and Final Recognized Obligation Payment Schedule of the former Tracy Community Development Agency.

Prepared by: Robert Harmon, Senior Accountant

Reviewed by: Karin Schnaider, Finance Director
Gregory Rubens, Successor Agency Counsel

Approved by: Michael Rogers, Executive Director

ATTACHMENTS

Attachment A – ROPS 22-23

ATTACHMENT "A"

Last and Final Recognized Obligation Payment Schedule (ROPS) - Summary
Filed for the July 1, 2022 through June 30, 2039 Period

Successor Agency: Tracy
County: San Joaquin
Initial ROPS Period: 22-23A
Final ROPS Period: 38-39B

Requested Funding for Enforceable Obligations		Total Outstanding Obligation
A	Enforceable Obligations Funded as Follows (B+C)	\$-
B	Bond Proceeds	-
C	Other Funds	-
D	Redevelopment Property Tax Trust Fund (RPTTF) (E+F)	\$33,100,836
E	RPTTF	32,975,836
F	Administrative RPTTF	125,000
G	Total Outstanding Obligations (A+D)	\$33,100,836

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

ATTACHMENT "A"

Tracy
Last and Final Recognized Obligation Payment Schedule (ROPS) - Summary by ROPS Period
July 1, 2022 through June 30, 2039

A Period July - December					
ROPS Period	Fund Sources				Six-Month Total
	Bond Proceeds	Other Funds	RPTTF	Admin RPTTF	
	\$-	\$-	\$32,975,836	\$125,000	\$33,100,836
ROPS 22-23A	-	-	-	-	\$-
ROPS 23-24A	-	-	3,138,471	10,000	\$3,148,471
ROPS 24-25A	-	-	3,137,471	10,000	\$3,147,471
ROPS 25-26A	-	-	3,131,971	10,000	\$3,141,971
ROPS 26-27A	-	-	3,131,971	10,000	\$3,141,971
ROPS 27-28A	-	-	3,126,971	10,000	\$3,136,971
ROPS 28-29A	-	-	3,121,971	10,000	\$3,131,971
ROPS 29-30A	-	-	3,116,721	10,000	\$3,126,721
ROPS 30-31A	-	-	3,115,971	10,000	\$3,125,971
ROPS 31-32A	-	-	3,109,221	10,000	\$3,119,221
ROPS 32-33A	-	-	3,104,571	10,000	\$3,114,571
ROPS 33-34A	-	-	292,671	10,000	\$302,671
ROPS 34-35A	-	-	289,571	3,000	\$292,571
ROPS 35-36A	-	-	289,571	3,000	\$292,571
ROPS 36-37A	-	-	289,571	3,000	\$292,571
ROPS 37-38A	-	-	289,571	3,000	\$292,571
ROPS 38-39A	-	-	289,571	3,000	\$292,571

B Period January - June						Twelve-Month Total
ROPS Period	Fund Sources				Six-Month Total	
	Bond Proceeds	Other Funds	RPTTF	Admin RPTTF		
	\$-	\$-	\$-	\$-	\$-	\$33,100,836
ROPS 22-23B	-	-	-	-	\$-	\$-
ROPS 23-24B	-	-	-	-	\$-	\$3,148,471
ROPS 24-25B	-	-	-	-	\$-	\$3,147,471
ROPS 25-26B	-	-	-	-	\$-	\$3,141,971
ROPS 26-27B	-	-	-	-	\$-	\$3,141,971
ROPS 27-28B	-	-	-	-	\$-	\$3,136,971
ROPS 28-29B	-	-	-	-	\$-	\$3,131,971
ROPS 29-30B	-	-	-	-	\$-	\$3,126,721
ROPS 30-31B	-	-	-	-	\$-	\$3,125,971
ROPS 31-32B	-	-	-	-	\$-	\$3,119,221
ROPS 32-33B	-	-	-	-	\$-	\$3,114,571
ROPS 33-34B	-	-	-	-	\$-	\$302,671
ROPS 34-35B	-	-	-	-	\$-	\$292,571
ROPS 35-36B	-	-	-	-	\$-	\$292,571
ROPS 36-37B	-	-	-	-	\$-	\$292,571
ROPS 37-38B	-	-	-	-	\$-	\$292,571
ROPS 38-39B	-	-	-	-	\$-	\$292,571

Tracy
Last and Final Recognized Obligation Payment Schedule (ROPS) - ROPS Detail
July 1, 2022 through June 30, 2039
(Report Amounts in Whole Dollars)

[illegible]

ATTACHMENT "A"

[illegible]

RESOLUTION _____

THE CITY COUNCIL OF THE CITY OF TRACY ACTING AS THE GOVERNING BOARD OF
THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY
OF TRACY APPROVING THE LAST AND FINAL RECOGNIZED OBLIGATION
PAYMENT SCHEDULE

WHEREAS, The California state legislature enacted Assembly Bill X1 26 (the "Dissolution Act") to dissolve redevelopment agencies formed under the Community Redevelopment Law (Health and Safety Code Section 33000 et seq.); and

WHEREAS, On January 19, 2012 and pursuant to Health and Safety Code Section 34173, the City Council of the City of Tracy (the "City Council") declared that the City of Tracy, a municipal corporation (the "City"), would act as successor agency (the "Successor Agency") for the dissolved Community Development Agency of the City of Tracy (the "Former CDA") effective February 1, 2012; and

WHEREAS, On February 1, 2012, the Former CDA was dissolved pursuant to Health and Safety Code Section 34172; and

WHEREAS, The Dissolution Act provides for the appointment of an oversight board (the "Oversight Board") with specific duties to approve certain Successor Agency actions pursuant to Health and Safety Code Section 34180 and to direct the Successor Agency in certain other actions pursuant to Health and Safety Code Section 34181; and

WHEREAS, Health and Safety Code Section 34177(l)(2)(A) requires the Successor Agency to prepare a draft Recognized Obligation Payment Schedule (the "ROPS") and make associated notifications and distributions; and

WHEREAS, Health and Safety Code section 34191.6 (a) provides that agencies that have received a Finding of Completion may file a Last and Final ROPS if all the following conditions are met:

- The remaining debt is limited to administrative costs and payments pursuant to enforceable obligations with defined payment schedules including, but not limited to, debt service, loan agreements, and contracts.
- All remaining obligations have been previously listed on the ROPS and approved for payment by Finance pursuant to HSC section 34177 (m) or (o).
- The agency is not a party to outstanding/unresolved litigation, except as specified in HSC section 34191.6 (a) (3).;

WHEREAS, the Successor Agency finds that the above conditions have been met.

NOW, THEREFORE, BE IT RESOLVED, That the City Council, acting as the Governing Board of the Successor Agency, hereby approves the Last and Final ROPS containing the agencies debt and administration cost service schedules.

BE IT FURTHER RESOLVED, That the City Council, acting as the Governing Board of the Successor Agency, hereby authorizes and directs the City Manager or the City Manager's designee, acting on behalf of the Successor Agency, to file, post, mail or otherwise deliver via electronic mail, internet posting, and/or hardcopy, all notices and transmittals necessary or convenient in connection with approval of the Last and Final ROPS, and other actions taken pursuant to this Resolution.

BE IT FURTHER RESOLVED, That this Resolution shall take immediate effect upon adoption.

* * * * *

The foregoing Resolution _____ was passed and adopted by the Tracy City Council, acting in its capacity as the Successor Agency of the Community Development Agency of the City of Tracy, on the 18th day of January, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair

ATTEST:

Successor Agency Secretary

APPROVED AS TO FORM:

Successor Agency Counsel

January 18, 2022

AGENDA ITEM 1.G

REQUEST

**ADOPT A RESOLUTION MAKING FINDINGS AND AUTHORIZING REMOTE
TELECONFERENCE MEETINGS OF THE CITY COUNCIL AND ALL LEGISLATIVE
BODIES OF THE CITY OF TRACY FOR THE PERIOD FROM JANUARY 21, 2022
THROUGH FEBRUARY 19, 2022 PURSUANT TO THE BROWN ACT**

EXECUTIVE SUMMARY

During the City Council meeting on December 21, 2021, Council adopted Resolution No. 2021-191, which made findings and authorized remote teleconference meetings of the City Council and all legislative bodies of the City of Tracy, including Boards and Commissions, for the period from December 22, 2021, to January 20, 2022. In order to maintain compliance with Section 54953(e) of the Ralph M. Brown Act (Gov. Code section 54950 – 54963) which allows the continued use of teleconferencing, Council must make the required findings and re-authorize remote teleconferencing meetings of the legislative bodies for the City of Tracy.

This item requests that the City Council approve this proposed action for continued compliance with the Brown Act.

DISCUSSION

On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which among other things rescinded his prior Executive Order N-29-20 and set a date of October 1, 2021, for public agencies to transition back to public meetings held in full compliance with the Brown Act.

As the Delta variant has surged in California, the Legislature took action to extend the COVID-19 exceptions to the Brown Act's teleconference requirements, subject to some additional safeguards. On September 16, 2021, Governor Newsom signed Assembly Bill 361, to allow a local agency to use teleconferencing if certain circumstances exist without complying with the Brown Act's traditional agenda posting, physical access, and quorum requirements for teleconferencing provisions (Attachment A).

The goal of AB 361 is "to improve and enhance public access to local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options" consistent with Executive Order N-29-20. The bill contains an urgency clause, which made the bill effective upon signing with a sunset date of January 1, 2024.

The new Section 54953(e)(1) of the Brown Act, as amended by AB 361, allows legislative bodies to continue to meet via teleconference without complying with the Brown Act's teleconferencing requirements, but only during a state of emergency

proclaimed by the Governor, in which, 1) state or local health officials have imposed or recommended measures to promote social distancing, or 2) the legislative body has determined by majority vote that meeting in person would present an imminent risk to the health or safety of the attendees.

A local agency that holds a meeting under these circumstances would be required by AB 361 to follow the steps listed below, in addition to giving notice of the meeting and posting agendas as required under the Brown Act. These additional requirements are intended to protect the public's right to participate in the meetings of local agency legislative bodies.

Pursuant to AB 361 local agencies are required to do all of the following in addition to meeting notice requirements under the Brown Act:

- Allow the public to access the meeting and require that the agenda provide an opportunity for the public to directly address the legislative body pursuant to the Brown Act's other teleconferencing provisions.
- In each instance when the local agency provides notice of the teleconferenced meeting or posts its agenda, give notice for how the public can access the meeting and provide public comment.
- Identify and include in the agenda an opportunity for all persons to attend via a call-in or an internet-based service option; the legislative body needs not provide a physical location for the public to attend or provide comments.
- Conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the public.
- Stop the meeting until public access is restored in the event of a service disruption that either prevents the local agency from broadcasting the meeting to the public using the call-in or internet-based service option or is within the local agency's control and prevents the public from submitting public comments (any actions taken during such a service disruption can be challenged under the Brown Act's existing challenge provisions).
- Not require comments be submitted in advance (though the legislative body may provide that as an option) and provide the opportunity to comment in real-time.
- Provide adequate time for public comment, either by establishing a timed public comment period or by allowing a reasonable amount of time to comment.
- If the legislative body uses a third-party website or platform to host the teleconference, and the third-party service requires users to register to participate, the legislative body must provide adequate time during the comment period for users to register and may not close the registration comment period until the comment period has elapsed.

AB 361 also provides that, if the state of emergency remains active for more than 30 days, a local agency must make the following findings by majority vote every 30 days to continue using the bill's exemption to the Brown Act teleconferencing rules.

While the City Council and all of the City's Boards and Commissions are currently meeting in person, making the required findings provides the City Council and Board and Commission members with the flexibility to participate via teleconference in meetings in the event of potential COVID-19 exposure or COVID-19 related concerns. If Council approves the proposed resolution, staff will present a staff report to Council every thirty days to verify that the circumstances continue to exist.

STRATEGIC PLAN

This agenda item relates to the City Council's Strategic Priorities in the area of Public Safety (Goal #1 Support COVID-19 Public Health Recovery).

FISCAL IMPACT

There is no fiscal impact related to this agenda item.

RECOMMENDATION

Staff recommends that Council adopt a resolution making findings and re-authorizing remote teleconference meetings of all legislative bodies of the City of Tracy for the period of January 21, 2022, to February 19, 2022, pursuant to the Brown Act.

Prepared by: Nancy Ashjian, Assistant City Attorney

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

Approved by: Michael Rogers, City Manager

ATTACHMENTS

A – Assembly Bill 361

Assembly Bill No. 361

CHAPTER 165

An act to add and repeal Section 89305.6 of the Education Code, and to amend, repeal, and add Section 54953 of, and to add and repeal Section 11133 of, the Government Code, relating to open meetings, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor September 16, 2021. Filed with
Secretary of State September 16, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 361, Robert Rivas. Open meetings: state and local agencies: teleconferences.

(1) Existing law, the Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to directly address the legislative body on any item of interest to the public. The act generally requires all regular and special meetings of the legislative body be held within the boundaries of the territory over which the local agency exercises jurisdiction, subject to certain exceptions. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. The act authorizes the district attorney or any interested person, subject to certain provisions, to commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that specified actions taken by a legislative body are null and void.

Existing law, the California Emergency Services Act, authorizes the Governor, or the Director of Emergency Services when the governor is inaccessible, to proclaim a state of emergency under specified circumstances.

Executive Order No. N-29-20 suspends the Ralph M. Brown Act's requirements for teleconferencing during the COVID-19 pandemic provided that notice and accessibility requirements are met, the public members are allowed to observe and address the legislative body at the meeting, and that a legislative body of a local agency has a procedure for receiving and swiftly

resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 1, 2024, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing, during a proclaimed state of emergency held for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees, as provided.

This bill would require legislative bodies that hold teleconferenced meetings under these abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body. The bill would require the legislative body to take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored. The bill would specify that actions taken during the disruption are subject to challenge proceedings, as specified.

This bill would prohibit the legislative body from requiring public comments to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time. The bill would prohibit the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified. When there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, the bill would require a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing procedures.

Existing law prohibits a legislative body from requiring, as a condition to attend a meeting, a person to register the person's name, or to provide other information, or to fulfill any condition precedent to the person's attendance.

This bill would exclude from that prohibition, a registration requirement imposed by a third-party internet website or other online platform not under the control of the legislative body.

(2) Existing law, the Bagley-Keene Open Meeting Act, requires, with specified exceptions, that all meetings of a state body be open and public and all persons be permitted to attend any meeting of a state body. The act requires at least one member of the state body to be physically present at the location specified in the notice of the meeting.

The Governor's Executive Order No. N-29-20 suspends the requirements of the Bagley-Keene Open Meeting Act for teleconferencing during the COVID-19 pandemic, provided that notice and accessibility requirements are met, the public members are allowed to observe and address the state body at the meeting, and that a state body has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a state body to hold public meetings through teleconferencing and to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body. With respect to a state body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the state body at each teleconference location. Under the bill, a state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the state body allow members of the public to attend the meeting and offer public comment. The bill would require that each state body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge state bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(3) Existing law establishes the various campuses of the California State University under the administration of the Trustees of the California State University, and authorizes the establishment of student body organizations in connection with the operations of California State University campuses.

The Gloria Romero Open Meetings Act of 2000 generally requires a legislative body, as defined, of a student body organization to conduct its business in a meeting that is open and public. The act authorizes the legislative body to use teleconferencing, as defined, for the benefit of the public and the legislative body in connection with any meeting or proceeding authorized by law.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a legislative body, as defined for purposes of the act, to hold public meetings through teleconferencing and

to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body. With respect to a legislative body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the legislative body at each teleconference location. Under the bill, a legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. The bill would require that each legislative body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge legislative bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(4) This bill would declare the Legislature's intent, consistent with the Governor's Executive Order No. N-29-20, to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options.

(5) This bill would incorporate additional changes to Section 54953 of the Government Code proposed by AB 339 to be operative only if this bill and AB 339 are enacted and this bill is enacted last.

(6) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

(7) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(8) This bill would declare that it is to take effect immediately as an urgency statute.

The people of the State of California do enact as follows:

SECTION 1. Section 89305.6 is added to the Education Code, to read:
89305.6. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a legislative body may hold public meetings through teleconferencing

and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body.

(b) (1) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the legislative body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the legislative body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the legislative body be physically present at the location specified in the notice of the meeting.

(c) A legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. A legislative body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a legislative body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the legislative body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each legislative body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a legislative body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the legislative body's internet website.

(f) All legislative bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to legislative body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 2. Section 11133 is added to the Government Code, to read:

11133. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a state body may hold public meetings through teleconferencing and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body.

(b) (1) For a state body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the state body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a state body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the state body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the state body be physically present at the location specified in the notice of the meeting.

(c) A state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically

or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the state body allow members of the public to attend the meeting and offer public comment. A state body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a state body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the state body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each state body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a state body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the state body's internet website.

(f) All state bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to state body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 3. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, “state of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 3.1. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency in person, except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body

shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter

2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for

the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, “state of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 4. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting

of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting,

members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 4.1. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, in person except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the

legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint

powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 5. Sections 3.1 and 4.1 of this bill incorporate amendments to Section 54953 of the Government Code proposed by both this bill and Assembly Bill 339. Those sections of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2022, but this bill becomes operative first, (2) each bill amends Section 54953 of the Government Code, and (3) this bill is enacted after Assembly Bill 339, in which case Section 54953 of the Government Code, as amended by Sections 3 and 4 of this bill, shall remain operative only until the operative date of Assembly Bill 339, at which time Sections 3.1 and 4.1 of this bill shall become operative.

SEC. 6. It is the intent of the Legislature in enacting this act to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options consistent with the Governor's Executive Order No. N-29-20 dated March 17, 2020, permitting expanded use of teleconferencing during the COVID-19 pandemic.

SEC. 7. The Legislature finds and declares that Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in teleconference meetings during applicable emergencies.

SEC. 8. (a) The Legislature finds and declares that during the COVID-19 public health emergency, certain requirements of the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code) were suspended by Executive Order N-29-20. Audio and video teleconference were widely used to conduct public meetings in lieu of physical location meetings, and public meetings conducted by teleconference during the COVID-19 public health emergency have been productive, have increased public participation by all members of the public regardless of their location in the state and ability to travel to physical meeting locations, have protected the health and safety of civil servants and the public, and have reduced travel costs incurred by members of state bodies and reduced work hours spent traveling to and from meetings.

(b) The Legislature finds and declares that Section 1 of this act, which adds and repeals Section 89305.6 of the Education Code, Section 2 of this act, which adds and repeals Section 11133 of the Government Code, and Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, all increase and potentially limit the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(1) By removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, this act protects the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location.

(2) By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member's private home or hotel room, this act protects the personal, private information of public officials and their families while preserving the public's right to access information concerning the conduct of the people's business.

SEC. 9. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to ensure that state and local agencies can continue holding public meetings while providing essential services like water, power, and fire protection to their constituents during public health, wildfire, or other states of emergencies, it is necessary that this act take effect immediately.

RESOLUTION _____

MAKING FINDINGS AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY COUNCIL AND ALL LEGISLATIVE BODIES OF THE CITY OF TRACY FOR THE PERIOD OF JANUARY 21, 2022, TO FEBRUARY 19, 2022, PURSUANT TO THE BROWN ACT

WHEREAS, The City of Tracy is committed to preserving and nurturing public access and participation in meetings of the City Council; and

WHEREAS, All meetings of the City of Tracy's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code section 54950 – 54963), so that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business; and

WHEREAS, A required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of a condition of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, A proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the City's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, Imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, On March 17, 2020, the City Council of the City of Tracy ratified the declaration of an emergency by the City Manager due to COVID-19 in accordance with Chapter 3.26 of the Tracy Municipal Code; and

WHEREAS, As a condition of extending the use of the provisions found in section 54953(e), the City Council must reconsider the circumstances of the state of emergency that exists in the City, every thirty days; and

WHEREAS, The City Council previously adopted a Resolution No. 2021-147 on October 19, 2021, finding that the requisite conditions exist for the legislative bodies of the City of Tracy to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, The City Council does hereby find that COVID-19 has caused, and will continue to cause, conditions of peril to the safety of persons within the City that are likely to be beyond the control of services, personnel, equipment, and facilities of the City, and desires to affirm a local emergency exists and re-ratify the proclamation of a state of emergency by the Governor of the State of California; and

WHEREAS, As a consequence of the COVID-19 emergency persisting, the City Council does hereby find that all legislative bodies of the City of Tracy, including the City Council, Council ad hoc and subcommittees, and Boards and Commissions, shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall continue to

comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution as findings of this City Council by this reference.

Section 2. Findings. The City Council hereby finds that due to COVID-19, including the Delta variant, holding City Council and other legislative body meetings in person will present imminent risk to the health and safety of attendees.

Section 3. Remote Teleconference Meetings. The City Council, including Council subcommittees, and all Boards and Commissions of the City of Tracy are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act for the period of January 21, 2022 through February 19, 2022.

The foregoing Resolution 2022-_____ was passed and adopted by the City Council of the City of Tracy on the 18th day of January 2022, 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

REJECT BIDS FROM FBD VANGUARD CONSTRUCTION, INC., GRADETECH, INC., UNITED PAVEMENT MAINTENANCE, INC., AND J.J.R. CONSTRUCTION, INC. FOR THE ADA ACCESSIBILITY IMPROVEMENTS PROJECT, CIP 73177, AND AUTHORIZE STAFF TO RE-ADVERTISE THE PROJECT

EXECUTIVE SUMMARY

Following the bid opening for the ADA Accessibility Improvement Project, CIP 73177, review of the bidder's documentation found that only one of the four bidders had correctly completed and submitted all required documentation for a federal funded project. Staff identified some inconsistencies in the City-prepared bid documents for the Project that may have caused bidders to be unclear regarding the documentation that needed to be submitted with their bids and within the required timeframe after bids. Three of the four bidders did not include properly completed documentation required to meet Community Development Block Grant (CDBG) bidding requirements, City staff requests that City Council reject all bids and authorize staff to re-advertise the project with revised instructions to bidders that will clarify the documentation requirements.

DISCUSSION

Capital Improvement Project (CIP) 73177 consists of American Disabilities Act (ADA) curb ramp improvements, asphalt grinding and paving, pavement repair, slurry seal, striping, and the installation of a new crosswalk at Ninth Street and East Street, the installation of an ADA parking stall and curb ramp on Tenth Street, and sidewalk, curb, and gutter repair at various locations along Sixth Street, Seventh Street, and E Street.

Engineering staff prepared the plans and specifications and advertised the Project for competitive bids on October 1, 2021, and October 8, 2021.

Bids were received and publicly opened at 2:00 p.m. on Wednesday, November 3, 2021, with the following results:

<u>Contractor</u>	<u>Base Bid</u>
J.R.R. Construction, Inc., San Mateo, CA	\$248,486.74
GradeTech, Inc., San Ramon, CA	\$288,962.00
FBD Vanguard Construction, Inc., Livermore, CA	\$291,695.00
United Pavement Maintenance, Inc., Hughson, CA	\$345,312.00

The Project is funded by Gas Tax and by a Community Development Block Grant (CDBG). The Project's bid documents did not contain clear direction to bidders to meet CDBG bidding requirements for the procurement of responsive bids and responsible bidders. Bid analysis indicates that three of the four lowest monetary bids were unresponsive. (A responsive bidder is a company that submits all the requested forms

outlined in the bid documents.) The lowest monetary bid was not responsive due to the bidder, J.J.R. Construction, Inc., of San Mateo, California, not correctly completing the Disadvantaged Business Enterprise (DBE) documentation and performing outreach as required under the CDBG section in the bid documents. The second lowest monetary bidder was not responsive due to the bidder, GradeTech, Inc., of San Ramon, California, not submitting the required forms as provided under the CDBG section in the bid documents. The third lowest monetary bid was responsive, and the bidder, FBD Vanguard Construction Inc., of Livermore, California, was responsible. (A responsible bidder is a company that has the experience, personnel and equipment, and financing to perform the requirements of the contract.) The fourth lowest monetary bid was not responsive due to the bidder, United Pavement Maintenance, Inc. of Hughson, California, not submitting the required forms as provided under the CDBG section in the bid documents. Due to lack of clear direction in the initial bidding material, staff recommends rejecting all bids and re-advertising the project with revised bid requirement information with regards to CDBG requirements.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Quality of Life Strategic Priority, and specifically implements the following goal:

Goal 1: Advance green and roadway infrastructure projects that improve connectivity, including bike lanes.

FISCAL IMPACT

The available budget for this project is \$287,441 (\$137,441 from Gas Tax and \$150,000 from CDBG). Additional funding, if needed, will come from the Gas Tax Fund.

RECOMMENDATION

Staff recommends that City Council, by resolution, reject bids from FBD Vanguard, Inc., GradeTech, Inc., United Pavement Maintenance, Inc., and J.J.R. Construction, Inc. for the ADA Accessibility Improvements Project, CIP 73177, and authorize staff to re-advertise the Project with sufficient direction as mandated by CDBG guidelines.

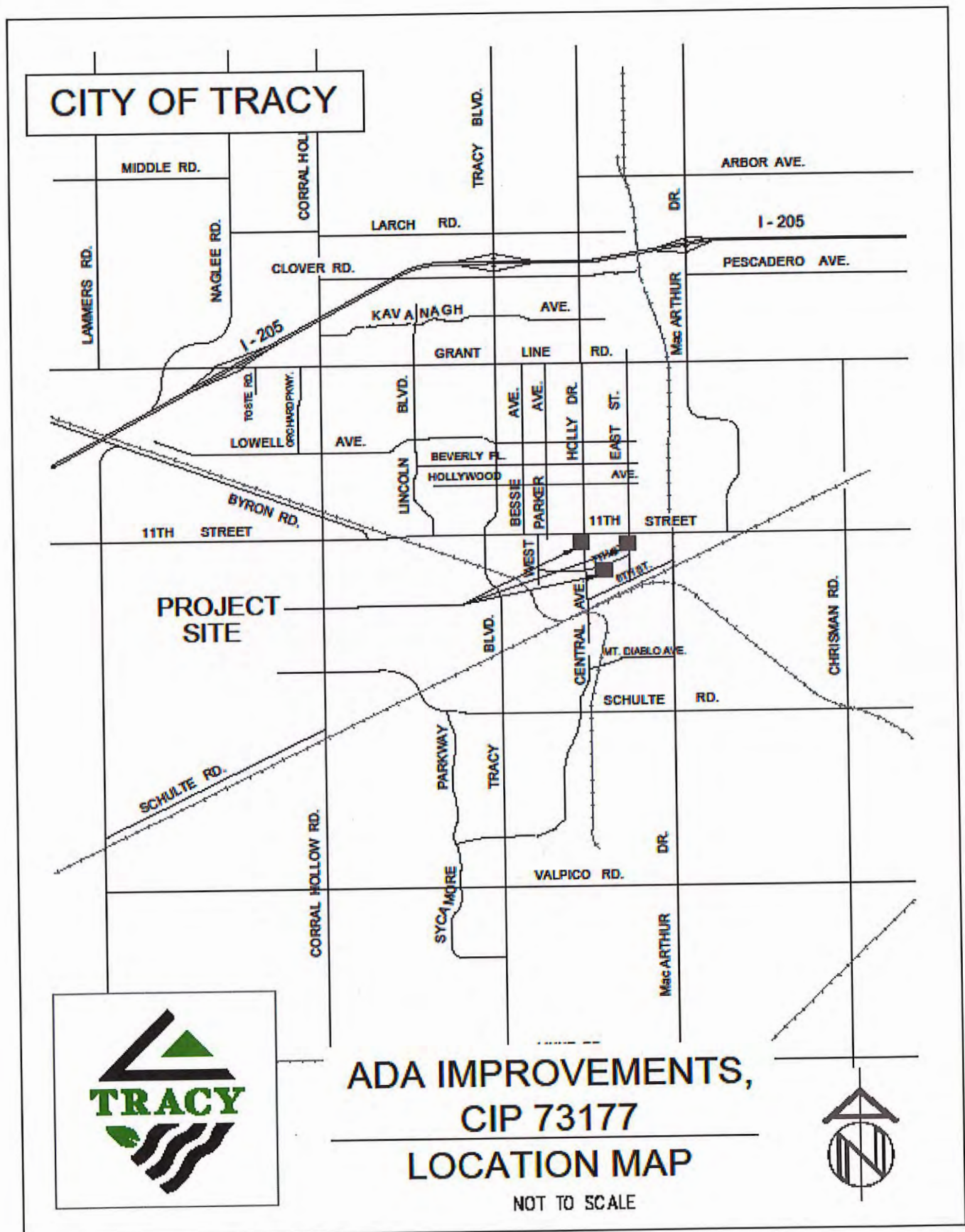
Prepared by: Ilene Macintire, PE, Senior Civil Engineer
Mark Bretz, PE, Assistant Engineer

Reviewed by: Karin Schnaider, Finance Director
William Dean, Interim Development Services Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENTS

Attachment A – Location Map



RESOLUTION 2022-_____

REJECTING BIDS FROM FBD VANGUARD, INC., GRADETECH, INC., UNITED PAVEMENT MAINTENANCE, INC., AND J.J.R. CONSTRUCTION, INC. FOR THE ADA ACCESSIBILITY IMPROVEMENTS PROJECT, CIP 73177, AND AUTHORIZING STAFF TO RE-ADVERTISE THE PROJECT

WHEREAS, This Project consists of ADA curb ramp improvements, asphalt grinding and paving, pavement repair, slurry seal, striping, and the installation of a new crosswalk at Ninth Street and East Street; the installation of an ADA parking stall and curb ramp on Tenth Street; and sidewalk, curb, and gutter repair at various locations along Sixth Street, Seventh Street, and E Street, and

WHEREAS, The Project was advertised for bids on October 1, 2021, and October 8, 2021, four bids were received and publicly opened at 2:00 p.m. on November 3, 2021, and

WHEREAS, Three of the four bids are not responsive, and

WHEREAS, The Project's bid documents may not have contained sufficient direction to meet Community Development Block Grant (CDBG) bidding requirements for the procurement of responsive bids and responsible bidders;

NOW, THEREFORE BE IT RESOLVED, That the City Council of the City of Tracy hereby rejects the bids from FBD Vanguard Construction, Inc., GradeTech Inc., United Pavement Maintenance, Inc., and J.J.R. Construction, Inc. for the ADA Accessibility Improvements Project, CIP 73177, and authorize staff to re-advertise the Project.

* * * * *

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on the 18th day of January 2022, 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

**PUBLIC HEARING TO CONSIDER ADOPTION OF THE CORE FEES
DEVELOPMENT IMPACT FEE STUDY AND DEVELOPMENT IMPACT FEES FOR
NEW DEVELOPMENT PROJECTS WITHIN THE CORE FEES AREA AND
AUTHORIZE THE DEVELOPMENT SERVICES DIRECTOR TO ANNUALLY ADJUST
THE CORE FEES ON JULY 1ST OF EACH YEAR USING THE ENGINEERING NEWS
RECORD CONSTRUCTION COST INDEX**

EXECUTIVE SUMMARY

Development Impact Fees are one-time fees paid by new development to mitigate their impact on City Infrastructure. The City currently administers ten (10) different Development Impact Fee programs. In an effort to streamline the City's impact fees and simplify the program for both developers and City staff, the City completed the Core Fees Development Impact Fee Study to consolidate eight (8) of the existing fee areas. After implementation, this will result in the City administering just three programs: The Citywide Master Plan area, The Core Fees Development Impact Fee area and the Ellis Specific Plan area. The Core Fees Development Impact Fee Study combines the previously established development impact fees for I-205, Infill, ISP South, NEI Phase I, NEI Phase II, Plan C, Presidio, and SMPA and covers the City core. The fees will fund the remaining facilities required to serve the buildout of the infrastructure to serve these areas.

DISCUSSION

Background

Prior to the Citywide Infrastructure Master Plans adoption in 2013, the City of Tracy (City) had adopted a Finance and Implementation Plan (FIP) for each specific plan area. Each FIP established the development impact fees that would be required to fund the new infrastructure and summarize the required improvements. As many of the old FIPs established in the 1990s are now largely built-out, the City has found that implementing and updating the eight (8) different sets of fees has been burdensome. The following are the impact program areas in the City that will be consolidated into a single fee area called the Core Fees.

- I-205 Development Area (I-205)
- Infill Development (Infill)
- Industrial Specific Plan-South (ISP South)
- Northeast Industrial Area - Phase I (NEI I)
- Northeast Industrial Area - Phase II (NEI II)
- Plan C Development (Plan C)
- Presidio Planning Area (Presidio)
- South MacArthur Planning Area (SMPA)

A map of the Core Fees is included in Attachment B. Harris & Associates has prepared the Core Fees Development Impact Fee Study (Attachment D), which calculates the Core Fees Development Impact Fees for new development under the requirements of the Mitigation Fee Act. The purpose of the Core Fees is to provide a consolidated set of fees for the Core Fees area that will be easier to administer and implement. Consolidating the fees will have the following benefits:

- Simplifies the fees to facilitate better understanding
- Expedites developer reimbursements
- Consolidates the fund balances to streamline funding of priority projects
- Creates equity between programs

The Core Fees are summarized in Attachment A. Since some of the specific plan areas funded infrastructure using bond financing (assessment districts or community facility districts) some of the fees in those areas will be reduced to account for this.

In preparing the development impact fees, the City has been consistent with the procedural and substantive requirements of the Mitigation Fee Act (also known as AB1600) as set forth in the technical report. The findings and conclusions for the fees are summarized in the Core Fees Development Impact Fee Study (Attachment D). The fees will go into effect 60 days after adoption by City Council.

The City provided the report to the development community and posted the report on the City's website. A meeting with the development community was held on October 25, 2021 and those in attendance were in support of the consolidation of the fee program.

Attachment C shows a summary of the fees compared to surrounding communities as well as a comparison to the Master Plan Fees. The fees are generally in-line or slightly less than the average of surrounding agencies and are less than the master plan fees. These fees will be updated on an annual basis on July 1st of each year by the Director of Development Services using the Engineering News Record Construction Cost Index. The fees will also be subject to periodic review and update based on a review of project costs and industry trends, subject to City Council approval.

FISCAL IMPACT

Development Impact Fees are paid by the developers to fund infrastructure improvements required to serve their developments. Administration and updates to these fees are funded as part of the program management funded through the Core Fees Program Management Fee.

STRATEGIC PLAN

This agenda item supports City of Tracy's Economic Development Strategic Priority, which is to enhance the competitiveness of the City while further developing a strong and diverse economic base.

RECOMMENDATION

That the City Council, by resolution, adopt the Core Fees Development Impact Fee Study and the Development Impact Fees for new development projects within the Core Fees area and authorize the Development Services Director to annually adjust the Core Fees on July 1st of each year using the Engineering News Record Construction Cost Index.

Prepared by: Veronica Child, Management Analyst II
Alison Bouley, Harris and Associates
Joel Nagamine, Harris and Associates

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

Approved by: Michael Rogers, City Manager

ATTACHMENTS

Attachment A – Core Fees Development Impact Fees Summary
Attachment B – Core Fee Map
Attachment C – Fee Comparison
Attachment D – Core Fees Development Impact Fee Study
Attachment E - Powerpoint Presentation

Attachment A –

Core Fees Development Impact Fees Summary

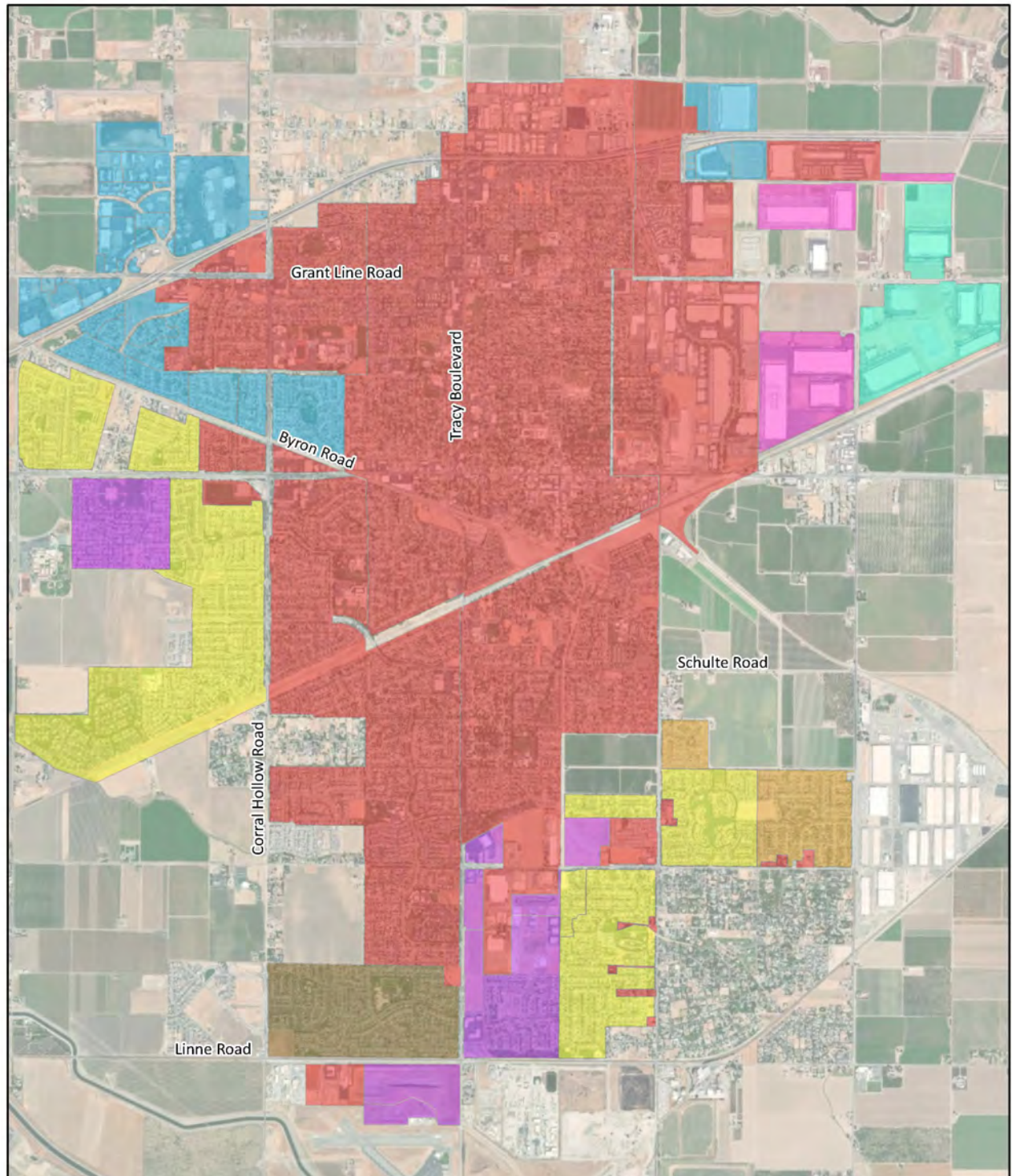
Core Fees by Planning Area and Category

Land Use Type ^(1, 2, 3)	Public Facilities	Public Safety - Fire	Public Safety - Police	Public Safety - Communication Facilities	Traffic ⁽⁴⁾	Wastewater Treatment Plant & Wastewater Conveyance			Water					Neighborhood Park	Community Park	Storm Drainage			Program Management
	Core Fees	Core Fees	Core Fees	Core Fees	Core Fees	Core Fees	NEI I ⁽⁵⁾	ISP South ^(6, 7)	Core Fees	NEI I ⁽⁸⁾	NEI II ⁽⁹⁾	Plan C Except Edgewood ⁽¹⁰⁾	ISP South ⁽¹¹⁾	Core Fees	Core Fees	Core Fees	NEI I & II ⁽¹²⁾ (including PM)	SMPA ⁽¹³⁾ (including PM)	Core Fees
Residential	(Per DU)	(Per DU)	(Per DU)	(Per DU)	(Per DU)	(Per DU)	(Per DU)	(Per DU)	(Per DU)	(Per DU)	(Per DU)	(Per DU)	(Per DU)	(Per DU)	(Per DU)	(Per DU)	(Per DU)	(Per DU)	(Per DU)
SFR	\$ 2,915	\$ 1,331	\$ 300	\$ 29	\$ 5,924	\$ 7,812	N/A	N/A	\$ 6,047	N/A	N/A	\$ -	N/A	\$ 6,100	\$ 1,159	\$ 2,263	\$ 2,304	\$ 5,518	\$ 1,694
MFR (attached 2-4)	\$ 2,385	\$ 1,089	\$ 246	\$ 24	\$ 2,844	\$ 6,406	N/A	N/A	\$ 4,354	N/A	N/A	N/A	N/A	\$ 4,991	\$ 949	\$ 1,503	\$ 1,423	\$ 3,669	\$ 1,240
HDR (attached 4+)	\$ 1,945	\$ 888	\$ 200	\$ 19	\$ 2,844	\$ 5,234	N/A	\$ 3,938	\$ 3,084	N/A	N/A	N/A	\$ 3,084	\$ 4,067	\$ 773	\$ 1,346	\$ 1,310	\$ 3,283	\$ 1,018
Non-Residential	(Per 1,000 SF)	(Per 1,000 SF)	(Per 1,000 SF)	(Per 1,000 SF)	(Per Ac)	(Per Ac)	(Per Ac)	(Per Ac)	(Per Ac)	(Per Ac)	(Per Ac)	(Per Ac)	(Per Ac)	(Per Ac)	(Per Ac)	(Per Ac)	(Per Ac)	(Per Ac)	(Per Ac)
Office	\$ 116.43	\$ 672.24	\$ 151.60	\$ 14.75	\$ 77,311	\$ 39,687	N/A	\$ 14,854	\$ 18,867	N/A	N/A	N/A	\$ 8,679	\$ -	\$ -	\$ 35,063	\$ 39,045	NA	\$ 9,482
Commercial / Retail	\$ 69.76	\$ 403.34	\$ 90.96	\$ 8.85	\$ 111,553	\$ 39,687	N/A	\$ 14,854	\$ 25,156	N/A	N/A	\$ -	\$ 11,572	\$ -	\$ -	\$ 35,063	\$ 39,045	\$ 100,626	\$ 10,348
Industrial	\$ 23.09	\$ 134.45	\$ 30.32	\$ 2.95	\$ 61,553	\$ 36,796	\$ 32,397	\$ 16,523	\$ 18,867	\$ 2,830	\$ 8,490	N/A	\$ 8,679	\$ -	\$ -	\$ 35,063	\$ 39,045	NA	\$ 7,821

Notes:

- 1) ADU's larger than 750 SF pay a fee proportional to the primary dwelling unit. (Calculated by multiplying the SFR fee by the ADU SF divided by the primary DU SF). ADU's smaller than 750 SF are exempt from paying impact fees.
- 2) N/A means there are no land uses remaining for that fee program area.
- 3) I-205 land uses will pay in addition to the Core Fees the current Swains on Hawk Mitigation Fee.
- 4) Pursuant to the California Code Section 66005.1, new housing developments within a half mile of the transit center, will receive a 20% Traffic Fee reduction.
- 5) NEI I bond funded 24% of wastewater conveyance projects and will only be obligated to pay 76% of the Core Fees Wastewater Conveyance Fee.
- 6) ISP South will pay the AD 84-1 WWTP upgrade fees in lieu of the Core Fees WWTP Fee since their original capacity was funded through AD 84-1. The Upgrade fees fund the WWTP upgrade to a tertiary treatment system to meet the NPDES conditions.
- 7) ISP South was part of AD 84-1 which funded wastewater capacity (both conveyance and treatment) for ISP South parcels. HDR will pay 85% and non-residential land uses will pay 15% of the Core Fees Wastewater Conveyance Fee to account for increased flows of 15% and the change in land uses to HDR which triggered the need for additional improvements not funded in AD 84-1.
- 8) NEI I bond funded 85% of water projects and will only be obligated to pay 15% of the Core Fees Water Fee.
- 9) NEI II bond funded 55% of water projects and will only be obligated to pay 45% of the Core Fees Water Fee.
- 10) Plan C, except for Edgewood, bonded for water facilities and will not pay the Water Fee. Only Edgewood will pay the Core Fees Water Fee.
- 11) ISP South residential will pay the full Core Fees Water Fee and non-residential will pay 46% of the Core Fees Water Fee. The water treatment and supply for the original ISP South development was funded through AD 87-3, but due to change in land use from non-residential to high density residential, the residential land uses are responsible for purchasing additional water supply and treatment.
- 12) NEI I and NEI II will not pay the Core Fees Storm Drainage Fee. Through the study "Storm Drainage Impact Fee Study NEI and Eastside Industrial" by Harris & Associates, adopted by City Council on 10/02/2018 through Resolution No. 2018-204, NEI I and NEI II will pay the current Master Plan Fees for the Northeast Industrial Drainage Shed. The total Northeast Industrial drainage shed fee including program management FY 21/22 is shown.
- 13) SMPA will help fund the South MacArthur Sub-basin and as such will pay the current Master Plan fees for South MacArthur and Rocha Storm Drainage shed. The total South MacArthur and Rocha Storm Drainage Shed Fee including program management FY 21/22 is shown.

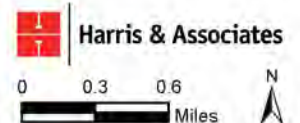
Attachment B –



Legend

■ I-205	■ NEI Phase II
■ Infill	■ Plan C
■ ISP South	■ Plan C Edgewood Estates
■ NEI Phase I	■ SMPA

City of Tracy
Core Fees
Program Areas



Attachment C –

Comparison to Other Agencies

City ¹	SFR	MFR	General Commercial	Office	Industrial
	(Per DU)	(Per DU)	(Per Acre)	(Per Acre)	(Per Acre)
Lathrop	\$29,199	\$15,368	\$272,766	\$303,522	\$246,477
Manteca ²	\$28,044	\$11,793	\$161,284	\$116,207	\$65,721
Livermore ³ (Citywide except Downtown)	\$46,417	\$28,689	\$538,341	\$679,747	\$311,684
Patterson	\$38,369	\$31,812	\$126,397	\$124,189	\$162,552
Brentwood	\$48,401	\$29,496	\$119,759	\$213,062	\$159,992
Average	\$38,086	\$23,431	\$243,710	\$287,345	\$189,285
Core Fees (Proposed)	\$35,574	\$26,031	\$229,894	\$199,130	\$164,256

¹ Only includes City development impact fees. Excludes most building permit and processing fees. Excludes county and other agency fees.

² Includes the average for the storm drainage and sewer zones.

³ Assumes more than 10 residential units and is exempt from the low income housing fee for residential units.

Proposed Core Fees versus Master Plan Fees

Residential

Fees (Per DU)	SFR		MFR		HDR	
	Core Fees (Proposed)	Master Plan (FY 21/22)	Core Fees (Proposed)	Master Plan (FY 21/22)	Core Fees (Proposed)	Master Plan (FY 21/22)
Public Facilities	\$2,915	\$3,646	\$2,385	\$2,983	\$1,945	\$2,431
Public Safety	\$1,660	\$1,920	\$1,359	\$1,570	\$1,107	\$1,279
Traffic	\$5,924	\$6,404	\$2,844	\$3,907	\$2,844	\$3,907
WWTP	\$3,921	\$8,305	\$3,215	\$6,795	\$2,627	\$5,538
Wastewater Conveyance	\$3,891	\$2,478	\$3,191	\$2,029	\$2,607	\$1,652
Water	\$6,047	\$11,538	\$4,354	\$8,306	\$3,084	\$5,882
Recycled Water	N/A	\$3,277	N/A	\$2,818	N/A	\$1,901
Neighborhood and Community Parks	\$7,259	\$9,331	\$5,940	\$7,635	\$4,840	\$6,221
Storm Drainage	\$2,263	\$3,072	\$1,503	\$2,038	\$1,346	\$1,828
Program Management	\$1,694	N/A	\$1,240	N/A	\$1,018	N/A
Total Fees (Per DU)	\$35,574	\$49,971	\$26,031	\$38,081	\$21,418	\$30,639

Non-Residential

Fees (Per Acre)	Office		Commercial / Retail		Industrial	
	Core Fees (Proposed)	Master Plan (FY 21/22)	Core Fees (Proposed)	Master Plan (FY 21/22)	Core Fees (Proposed)	Master Plan (FY 21/22)
Public Facilities	\$2,282	\$3,094	\$912	\$1,237	\$503	\$688
Public Safety	\$16,438	\$18,998	\$6,575	\$7,599	\$3,653	\$4,222
Traffic	\$77,311	\$155,978	\$111,553	\$195,550	\$61,553	\$89,194
WWTP	\$19,918	\$35,865	\$19,918	\$35,865	\$18,467	\$33,222
Wastewater Conveyance	\$19,769	\$10,704	\$19,769	\$10,704	\$18,329	\$9,915
Water	\$18,867	\$35,993	\$25,156	\$47,991	\$18,867	\$35,993
Recycled Water	N/A	\$15,041	N/A	\$18,448	N/A	\$15,041
Neighborhood and Community Parks	\$0	\$0	\$0	\$0	\$0	\$0
Storm Drainage	\$35,063	\$27,414	\$35,063	\$38,783	\$35,063	\$31,688
Program Management	\$9,482	N/A	\$10,948	N/A	\$7,821	N/A
Total Fees (Per Acre)	\$199,130	\$303,086	\$229,894	\$356,177	\$164,256	\$219,962



Core Fees

Development Impact Fee Study

For the
City of Tracy
San Joaquin County, California

August 2021

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Appendix

Appendix A: Core Fees by Planning Area and Infrastructure Category

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I. EXECUTIVE SUMMARY

BACKGROUND

The City of Tracy (City) was founded in 1878 and incorporated as a city in 1910. The City has its origins associated with the Central Pacific Railroad which ran from Sacramento through Stockton to the San Francisco Bay area. The City's ties to the agriculture industry allowed for steady growth in early to mid-20th century but growth accelerated starting in the 1980's as the City served as an extended bedroom community to the San Francisco-Oakland and Silicon Valley metropolitan areas. Today, City is the second largest city in San Joaquin County spanning an area of about 29.1 miles within a triangle formed by Interstate 205 to the north, Interstate 580 to the southwest, and Interstate 5 to the east.

As new development occurred throughout the years, specific plans were developed and technical studies were completed to identify the infrastructure necessary to serve the new development. Each specific plan area developed a Finance and Implementation Plan (FIP) to establish the development impact fees that would be required to fund the new infrastructure and summarize the required improvements. In 2012, the City completed the Citywide Infrastructure Master Plans and established citywide development impact fees (Master Plan Fees) to fund the impacts of all new development. The areas within the old, previously established specific plan areas with FIPs, were not a part of these Master Plan Fees.

Many of the old FIPs established in the 1990's are now largely built-out. The City has found that implementing and updating eight different sets of fees has been burdensome, especially as the areas approach build-out. This Development Impact Fee Study (Fee Study) has been prepared to consolidate the old impact fee programs areas into a single fee area called the "Core Fees". The Core Fees include the fees for Public Facilities, Public Safety Facilities, Traffic, Wastewater, Water, Storm Drainage, Parks, and Program Management. This will allow the City to administer just three fee programs: the Core Fees, Master Plan Fees, and the Ellis Fees. The following are the development impact fee program areas in the City that will be incorporated into the Core Fees:

- I-205 Development Area (I-205)
- Infill Development (Infill)
- Industrial Specific Plan-South (ISP South)
- Northeast Industrial Area - Phase I (NEI I)
- Northeast Industrial Area - Phase II (NEI II)
- Plan C Development (Plan C)
- Presidio Planning Area (Presidio)
- South MacArthur Planning Area (SMPA)

PURPOSE OF REPORT

The purpose of this Fee Study is to provide a consolidated set of fees for the Core Fee program area that will be easier to administer and implement. The map located in **Appendix C** shows the properties that are included in the Core Fee area. New development outside of the Core Fees area will pay Master Plan Fees or Ellis Fees accordingly. Having a consolidated fee program in the City will simplify administration efforts and make it easier for developers to determine their potential fees. This Fee Study addresses the following items:

1. Incorporates all land use changes that have taken place within the City and updates the remaining land use projections.
2. Reviews and updates the projects and cost for each of the infrastructure projects from the original FIPs.
3. Consolidates the specified development impact fees into a single fee area called the Core Fees with some exceptions.

LAND USES

The Core Fee program area consists of planned developments within the City's sphere of influence that had established FIPs prior to the Master Plan Fees being adopted. The following eight (8) development areas of I-205, Infill, ISP South, NEI I, NEI II, Plan C, Presidio, and SMPA were combined to create the Core Fees program area. **Table 1-1** summarizes the remaining residential dwelling units (DU) as well as the anticipated acreage and square footage (SF) of non-residential land uses in the Core Fee program area. A summary of the assessor parcel number's (APN) are shown in **Appendix B**.

Table 1-1: Land Use Summary

Land Use				
<u>Residential</u> ⁽¹⁾				
SFR	161	DU		
MFR (attached 2-4)	282	DU		
HDR (attached 4+)	<u>1,252</u>	DU		
Total:	1,695	DU		
<u>Non-Residential</u> ^(1, 2)				
Office	51	Acre	1,008,915	SF
Commercial / Retail	52	Acre	682,019	SF
Industrial	<u>302</u>	Acre	<u>6,566,670</u>	SF
Total:	405	Acre	8,257,604	SF

Note:

- 1) Remaining land use are shown as of 6/30/2020.
- 2) The Floor Area Ratio (FAR) of 0.45 for office, 0.3 for commercial/retail, and 0.5 for industrial from the Citywide Infrastructure Master Plans were used to calculate the non-residential building square footage.

PROPOSED CORE FEES

Table 1-2 summarizes the Core Fees. A detailed breakdown of the Core Fees by infrastructure category and specific plan area is shown in **Appendix A**.

Several of the old impact fee program areas, used Community Facilities District (CFD) bond proceeds to fund portions of their infrastructure improvements. As a result, some of the old impact fee program areas will have reduced fees. In addition, some of these areas had fees that were specific to that development area and will only be paid by these properties. These specific fees are noted below:

- Bond proceeds from NEI I funded a portion of the wastewater conveyance and water improvements and as such, NEI I Properties will only be obligated to pay 76% of the Core Fees Wastewater Conveyance Fee and 15% of the Core Fees Water Fee.
- Bonds proceeds from NEI II funded a portion of the water improvements and as such, NEI II Properties will only pay for 45% of the Core Fees Water Fee.
- ISP South high density residential will pay 85% of the Core Fees Wastewater Conveyance Fee and non-residential will pay 15% of the Core Fees Wastewater Conveyance Fee. This is due to the fact that the Eastside Sewer System capacity for the original ISP South Development area was funded through Assessment District (AD) 84-1. Due to higher inflow/infiltration into the pipes over time, the flow was increased by approximately 15% and thus additional fees were needed to fund the additional flows. In addition, some parcels changed land use from non-residential to high-density residential which triggered the need for additional improvements.
- ISP South parcels are located within AD 84-1, which funded the wastewater capacity. To fund the Wastewater Treatment Plant (WWTP) upgrade to a tertiary treatment system to meet the National Pollutant Discharge Elimination System (NPDES) conditions, the ISP South land uses will pay the AD 84-1 wastewater treatment plant upgrade fee in lieu of the Core Fees WWTP Fee.
- ISP South land uses for residential will pay the full Core Fees Water Fee and non-residential will pay 46% of the Core Fees Water Fee. The water treatment and supply for the original ISP South development was funded through AD 87-3, but due to change in land use from non-residential to high density residential, the residential land uses are responsible for purchasing water supply and treatment.
- Plan C, except for Edgewood, financed the water supply, treatment, storage, and distribution through bond proceeds from Community Facilities District 98-1. As such, only Plan C Edgewood development will pay the Core Fees Water Fee and the remaining Plan C properties are exempt from the Water Fee.
- Based on the adopted I-205 Finance Plans, the I-205 parcels will pay the Swainson's Hawk Impact Mitigation Fee.

- NEI I and NEI II will pay the current Master Plan Fees for the Northeast Industrial Drainage Shed. The Northeast Industrial Drainage Shed fees were updated in the study “Storm Drainage Impact Fee Study NEI and Eastside Industrial” by Harris & Associates adopted by City Council on October 2, 2018 through Resolution No. 2018-204. The fees were updated by Engineering News-Record (ENR) concurrently with the Master Plan Fees in 2020 and on July 1, 2021. There are no further updates as part of this report.
- SMPA will help fund the South MacArthur Sub-basin and as such will pay the current Master Plan Fees for South MacArthur and Rocha Storm Drainage shed. The South MacArthur and Rocha Storm Drainage Fees were calculated in the “Citywide Storm Drainage Master Plan Impact Fee Analysis for New Impact fee Program Areas” by Stantec adopted by City Council on January 7, 2014 through Resolution No. 2014-10. The fees were updated by ENR concurrently with the Master Plan Fees in 2018, 2019, 2020 and on July 1, 2021. There are no further updates as part of this report.
- New housing developments within a half mile of the Tracy Transit Center pursuant to the California Code Section 66005.1, will receive a twenty percent (20%) Traffic Fee reduction.

ACCESSORY DWELLING UNITS

An accessory dwelling unit (ADU) is a second unit that is attached or detached from a single family home. In accordance with Assembly Bill No. 881 (AB 881) approved on October 9, 2019, the Core Fees will not be charged for an ADU that is less than 750 square feet. For an ADU that is 750 square feet or larger, the ADU will pay a percentage of the SFR fee based on the square footage of the ADU in proportion to the primary dwelling unit. The ADU Fee will be calculated by multiplying the SFR fee by the ADU’s square footage divided by the primary dwelling unit’s square footage.

Table 1-2: Core Fees

Land Use Type ^(1, 2)	Public Facilities	Public Safety			Traffic ⁽³⁾	Wastewater ^(4, 5, 6)		Water ^(7, 8, 9, 10)	Parks		Storm Drainage ^(11, 12)	Program Management
		Fire	Police	Communication Facilities		WWTP	Conveyance		Neighborhood	Community		
Residential	<i>(Per DU)</i>	<i>(Per DU)</i>	<i>(Per DU)</i>	<i>(Per DU)</i>	<i>(Per DU)</i>	<i>(Per DU)</i>	<i>(Per DU)</i>	<i>(Per DU)</i>	<i>(Per DU)</i>	<i>(Per DU)</i>	<i>(Per DU)</i>	<i>(Per DU)</i>
SFR	\$ 2,915	\$ 1,331	\$ 300	\$ 29	\$ 5,924	\$ 3,921	\$ 3,891	\$ 6,047	\$ 6,100	\$ 1,159	\$ 2,263	\$ 1,694
MFR (attached 2-4)	\$ 2,385	\$ 1,089	\$ 246	\$ 24	\$ 2,844	\$ 3,215	\$ 3,191	\$ 4,354	\$ 4,991	\$ 949	\$ 1,503	\$ 1,240
HDR (attached 4+)	\$ 1,945	\$ 888	\$ 200	\$ 19	\$ 2,844	\$ 2,627	\$ 2,607	\$ 3,084	\$ 4,067	\$ 773	\$ 1,346	\$ 1,018
Non-Residential	<i>(Per 1,000 SF)</i>	<i>(Per 1,000 SF)</i>	<i>(Per 1,000 SF)</i>	<i>(Per 1,000 SF)</i>	<i>(Per Ac)</i>	<i>(Per Ac)</i>	<i>(Per Ac)</i>	<i>(Per Ac)</i>	<i>(Per Ac)</i>	<i>(Per Ac)</i>	<i>(Per Ac)</i>	<i>(Per Ac)</i>
Office	\$ 116.43	\$ 672.24	\$ 151.60	\$ 14.75	\$ 77,311	\$ 19,918	\$ 19,769	\$ 18,867	\$ -	\$ -	\$ 35,063	\$ 9,482
Commercial / Retail	\$ 69.76	\$ 403.34	\$ 90.96	\$ 8.85	\$ 111,553	\$ 19,918	\$ 19,769	\$ 25,156	\$ -	\$ -	\$ 35,063	\$ 10,948
Industrial	\$ 23.09	\$ 134.45	\$ 30.32	\$ 2.95	\$ 61,553	\$ 18,467	\$ 18,329	\$ 18,867	\$ -	\$ -	\$ 35,063	\$ 7,821

Notes:

- 1) ADU's larger than 750 SF pay a fee proportional to the primary dwelling unit. (Calculated by multiplying the SFR fee by the ADU SF divided by the primary DU SF). ADU's smaller than 750 SF are exempt from paying impact fees.
- 2) I-205 land uses will pay in addition to the Core Fees the current Swainson Hawk Mitigation Fee.
- 3) Pursuant to the California Code Section 66005.1, new housing developments within a half mile of the transit center, will receive a 20% Traffic Fee reduction.
- 4) NEI I bond funded 24% of wastewater conveyance projects and will only be obligated to pay 76% of the Core Fees Wastewater Conveyance Fee.
- 5) ISP South will pay the AD 84-1 WWTP upgrade fees in lieu of the Core Fees WWTP Fee since their original capacity was funded through AD 84-1. The Upgrade fees fund the WWTP upgrade to a tertiary treatment system to meet the NPDES conditions.
- 6) ISP South was part of AD 84-1 which funded wastewater capacity (both conveyance and treatment) for ISP South parcels. HDR will pay 85% and non-residential land use will pay 15% of the Core Fees Wastewater Conveyance Fee to account for increased flows of 15% and the change in land uses to HDR which triggered the need for additional improvements not funded in AD 84-1.
- 7) NEI I bond funded 85% of water projects and will only be obligated to pay 15% of the Core Fees Water Fee.
- 8) NEI II bond funded 55% of water projects and will only be obligated to pay 45% of the Core Fees Water Fee.
- 9) Plan C, except for Edgewood, bonded for water facilities and will not pay the Water Fee. Only Edgewood will pay the Core Fees Water Fee.
- 10) ISP South residential will pay the full Core Fees Water Fee and non-residential will pay 46% of the Core Fees Water Fee. The water treatment and supply for the original ISP South development was funded through AD 87-3, but due to change in land use from non-residential to high density residential, the residential land uses are responsible for purchasing additional water supply and treatment.
- 11) NEI I and NEI II will not pay the Core Fees Storm Drainage Fee. Through the study "Storm Drainage Impact Fee Study NEI and Eastside Industrial" by Harris & Associates, adopted by City Council on 10/02/2018 through Resolution No. 2018-204, NEI I and NEI II will pay the current Master Plan Fees for the Northeast Industrial Drainage Shed.
- 12) SMPA will help fund the South MacArthur Sub-basin and as such will pay the current Master Plan fees for South MacArthur and Rocha Storm Drainage shed.

FEE REVENUE SUMMARY

Table 1-3 summarizes the current fund balances and expected revenue within each infrastructure category.

Table 1-3: Fee Revenue Summary

Fee	Fund Balance ⁽¹⁾ (a)	Future Fee Revenue (b)	Total Revenue (a + b)
Public Facilities	\$ 4,331,854	\$ 3,907,159	\$ 8,239,013
Public Safety	\$ 4,869,856	\$ 4,396,201	\$ 9,266,057
Traffic	\$ 27,899,730	\$ 34,068,618	\$ 61,968,347
WWTP	\$ 12,103,143	\$ 11,236,880	\$ 23,340,023
WW Conveyance	\$ 2,972,410	\$ 9,534,641	\$ 12,507,051
Water	\$ (5,681,214)	\$ 11,396,663	\$ 5,715,449
Storm Drainage ⁽²⁾	\$ 8,498,750	\$ 8,409,330	\$ 16,908,080
Park	\$ 3,611,493	\$ 8,898,242	\$ 12,509,735
Program Management ⁽³⁾	\$ 170,572	\$ 4,766,462	\$ 4,937,034
Total:	\$ 58,776,593	\$ 96,614,196	\$ 155,390,789

Notes:

- 1) Fund balances are shown as of 6/30/2020. The 08/2020 payment for Elissagaray Lots 15 & 16 is included in the fund balances.
- 2) Storm Drainage total revenue does not include SMPA and NEI storm drainage fund balances and future fee revenues. NEI and SMPA will pay the current Master Plan Fees for the Northeast Industrial Drainage Shed and South MacArthur Basin. As such, SMPA and NEI revenue will be moved to the funds associated with the fees.
- 3) The program management fund balance only includes the program management funds from NEI I, NEI II, and Infill funds. The other program management funds were collected into Fund 391 which funds all fee related activities in the City.

FEE ADJUSTMENT PROCEDURES

The Core Fees may be adjusted periodically to reflect revised facility requirements, receipt of funding from alternative sources (i.e., state or federal grants), revised facilities or costs, changes in demographics or changes in the land use plan. In addition, the fees will be updated on an annual basis using the increase in the Engineering News Record (ENR) San Francisco Construction Cost Index. The base index for the next update shall be the June 2021 CCI of 13459.1

The land use categories summarized in this report may not be applicable to specialized development projects in the City. For example, development of a cemetery, golf course, or stadium would not fall under any of the fee categories in this study. For specialized development projects, the City will review the impacts and calculate an applicable fee.

NEXUS REQUIREMENT SUMMARY

Assembly Bill (AB) 1600 was enacted by the State of California in 1987 creating the Mitigation Fee Act - Section 66000 et seq. of the Government Code. The Mitigation Fee Act requires that all public agencies satisfy the following requirements when establishing, increasing, or imposing a fee as a condition of approval of a development project:

1. Identify the purpose of the fee.
2. Identify the use to which the fee is to be put. If the use is financing public facilities, the facilities shall be identified.
3. Determine how there is a reasonable relationship between the fees use and the type of development project on which the fee is imposed.
4. Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.
5. Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

The purpose of this report is to demonstrate that all fee components comply with the Mitigation Fee Act. The assumptions, methodologies, facility standards, costs, and cost allocation factors that were used to establish the nexus between the fees and the development on which the fees will be charged are summarized in subsequent sections of this report.

2. LAND USE ASSUMPTIONS

LAND USE CATEGORIES

To ensure a reasonable relationship between each fee and the type of development paying the fee, the different land use types must be distinguished. The land use categories used in this analysis are defined below.

- **Single Family Residential (SFR):** Detached single family dwelling units.
- **Multi-Family Residential (MFR):** Attached residential project consisting of 2 to 4 units.
- **High Density Residential (HDR):** Attached residential project consisting of 4 or more attached units.
- **Accessory Dwelling Unit (ADU):** A second unit, attached or detached from a single family home.
- **Office:** All general, professional, and medical office development.
- **Commercial:** All commercial, retail, educational, hotel/motel development, and mixed use development.
- **Industrial:** All manufacturing and warehouse development.

Some developments may include more than one land use type, such as an industrial warehouse with living quarters (a live-work designation) or a planned unit development with both single and multi-family uses. In these cases, the fees will be calculated separately for each land use type.

LAND USE ASSUMPTIONS

Occupant densities ensure a reasonable relationship between the increase in service population and amount of the fee that are population driven such as parks and public buildings. Based on the assumptions used in the Citywide Infrastructure Master Plans, the following average occupant density factors are used for each land use type.

<u>Residential</u>	<u>Density</u>
SFR	3.30 Residents per dwelling unit
MFR (attached 2-4)	2.70 Residents per dwelling unit
HDR (attached 4+)	2.20 Residents per dwelling unit
 <u>Non-Residential</u>	 <u>Density</u>
Office	3.30 Employees per 1,000 square feet
Commercial	2.00 Employees per 1,000 square feet
Industrial	0.67 Employees per 1,000 square feet

For non-residential land uses, the estimated building square footage is determined by using an average Floor Area Ratio (FAR). The FAR based on the Citywide Infrastructure Master Plans is calculated based on the proportion of the total building floor area to the building's lot size. The following are the FARs that are used in this analysis.

<u>Non-Residential</u>	<u>FAR</u>
Office	0.45
Commercial	0.30
Industrial	0.50

3. IMPACT FEE METHODOLOGY

CAPITAL IMPROVEMENT PROGRAM (CIP)

The CIP is a comprehensive multi-year plan for the City's capital facilities, maintenance, and improvements. CIP project sheets identify the scope of the project, develop a preliminary schedule, estimate project costs, and determines funding sources. The projects identified in this Fee Study will be included in the City's CIP program. The funding sources for these projects are derived from the revenues from the development impact fees, bond proceeds, grant, and/or other revenue sources.

The City's CIP involves functional grouping of similar types of projects that are funded from a variety of sources. The CIP functional groups that apply to the Core Fee projects include the following:

- Group 71: General Government & Public Safety Facilities
- Group 72: Traffic Safety
- Group 73: Streets & Highway
- Group 74: Wastewater Improvements
- Group 75: Water Improvements
- Group 76: Drainage Improvements
- Group 78: Parks & Recreation Improvements
- Group 79: Program Management Services

MARK-UPS

Soft cost mark-ups are the costs that account for the functions that support construction including design, construction management, and contingency. Mark-ups are included in the estimated construction cost of a facility. The following mark-ups are applied to roadways, storm drainage, water, wastewater, parks, recreation, and general government facilities project costs.

Design	10%
Construction Management.....	10%
Contingency	15%

PROGRAM MANAGEMENT

A 5% Program Management Fee is also collected to fund the City's management and ongoing administration of the fee programs. The Program Management Fees will be collected in a separate fund.

FUND BALANCE

The fund balances used throughout this analysis were the City’s reported fund balances through June 30, 2020. The fund balances for each of the old fee areas were consolidated into one fund per facility type and are summarized in **Table 3-1**. New accounts for the consolidated funds will need to be created for parks, public facilities, public safety – fire, public safety – police, public safety – communication facilities, traffic, water, wastewater, and storm drainage. The accounts for NEI I and NEI II storm drainage will be combined into one new account per the “Storm Drainage Impact Fee Study NEI and Eastside Industrial” by Harris & Associates adopted on October 2, 2018 by City Council through Resolution No. 2018-204.

Table 3-1: Fund Balance

Group	Fund Balance ⁽¹⁾
Public Facilities	\$ 4,331,854
Public Safety	\$ 4,869,856
Traffic	\$ 27,899,730
WWTP	\$ 12,103,143
Wastewater Conveyance	\$ 2,972,410
Water ⁽²⁾	\$ (5,681,214)
Storm Drainage ⁽⁴⁾	\$ 8,498,750
Neighborhood Park	\$ 1,753,951
Community Park	\$ 1,857,542
Program Management ⁽⁵⁾	\$ 170,572
Subtotal	\$ 58,776,593
NEI Storm Drainage ⁽³⁾	\$ 2,366,341
SMPA Storm Drainage ⁽³⁾	\$ 9,819,319
Total:	\$ 70,962,253

Notes:

- 1) Fund balances are shown as of 6/30/2020. The 08/2020 payment for Elissagaray Lots 15 & 16 is included in the fund balances.
- 2) The fund balance is negative due to NEI's entire water obligation being expended up front for the Water Treatment Plant Expansion.
- 3) NEI and SMPA will pay the current Master Plan Fees for the Northeast Industrial Drainage Shed and South MacArthur Basin. As such, balances will be moved to the funds associated with the fees.
- 4) Storm Drainage fund balance does not include NEI and SMPA balances.
- 5) The program management fund balance only includes the program management from NEI I, NEI II, and Infill funds. The other program management funds were collected into Fund 391 which funds all fee related activities in the City.

I-205 AND ISP SOUTH

Multiple specific finance plans were adopted for the I-205 Corridor Specific Plan area. Each finance plan distributed the improvement costs to various parcels based on use. The specific financing plans included bond financing to fund the parcel's fair share obligation. These financing plans locked these parcels into the fees and as such, these parcels are excluded from the Core Fee program and will pay the adopted financing plan fees. **Tables 3-2** summarizes the total fees that will be collected at building permit issuance from the I-205 parcels that are subject to an existing I-205 Finance Plan. These parcels will pay their adopted I-205 Finance Plan Fees.

Table 3-2: I-205 Fees Remaining from Fixed Finance Plans

Fee Description Gross Area (Acres)	Associated Fee	M-4-1b 18.03	GL-2A 9.47	GL-17B (1C) 3.06	M-4-2 1.06	M-4-3 0.82	M-4-4 0.81	GL-2 Tracy Aspire Phase II 2.28	Total
Road Circulation	Traffic	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 215,254	\$ 215,254
Intersect & Signals:	Traffic	\$ 74,332	\$ -	\$ -	\$ 3,483	\$ 2,704	\$ 2,652	\$ 11,319	\$ 94,490
Intersection Mitigations	Traffic	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,575	\$ 19,575
Subtotal Roadway Costs:	Traffic	\$ 74,332	\$ -	\$ -	\$ 3,483	\$ 2,704	\$ 2,652	\$ 246,147	\$ 329,318
Sanitary Sewer Treatment:	WWTP	\$ 101,233	\$ 42,141	\$ 18,634	\$ 4,744	\$ 3,683	\$ 3,612	\$ 44,745	\$ 218,792
Sanitary Sewer Collection:	WW Conveyance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,019	\$ 9,019
Water Distribution:	Water	\$ -	\$ -	\$ 6,567	\$ -	\$ -	\$ -	\$ 6,490	\$ 13,056
Water Distribution(Off-Site):	Water	\$ -	\$ -	\$ 6,736	\$ -	\$ -	\$ -	\$ 57,498	\$ 64,234
Water Supply:	Water	\$ 79,139	\$ 24,048	\$ 10,470	\$ 3,708	\$ 2,879	\$ 2,824	\$ (32,557)	\$ 90,511
Water Treat / Storage	Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 66,222	\$ 66,222
Storm Drains:	Storm Drain	\$ -	\$ -	\$ 7,418	\$ -	\$ -	\$ -	\$ 1,321	\$ 8,739
Irrigation (NBID)	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,511	\$ 10,511
Entries & Gateways ⁽¹⁾	Water	\$ 39,644	\$ -	\$ 8,008	\$ 1,858	\$ 1,442	\$ 1,414	\$ -	\$ 52,366
Downtown Assistance:	Other	\$ 20,042	\$ 3,174	\$ 1,582	\$ 939	\$ 729	\$ 715	\$ 1,528	\$ 28,710
Arterials - Park & Ride	Traffic	\$ -	\$ 2,276	\$ 2,349	\$ -	\$ -	\$ -	\$ 2,286	\$ 6,911
Air Quality:	Air Quality	\$ 1,914	\$ 137	\$ 142	\$ 90	\$ 70	\$ 68	\$ 130	\$ 2,551
Swainson Hawk:	Swainson Hawk	\$ 49,029	\$ 7,766	\$ -	\$ 2,298	\$ 1,784	\$ 1,749	\$ 4,464	\$ 67,090
Fire / Public Works Capital:	Public Facilities & Safety	\$ 34,695	\$ -	\$ -	\$ 1,626	\$ 1,262	\$ 1,238	\$ 24,895	\$ 63,716
Contingency (15%):	Mark-ups	\$ -	\$ 6,663	\$ 7,457	\$ 504	\$ 391	\$ 384	\$ 67,434	\$ 82,833
Design & Construction Fees (15%):	Mark-ups	\$ -	\$ 6,663	\$ 7,457	\$ 522	\$ 406	\$ 393	\$ 67,434	\$ 82,875
Credit from CFD 91-1 Overlap ⁽²⁾	Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (7,348)	\$ (7,348)
Agricultural Conversion Fee	Other	\$ 3,397	\$ 648	\$ -	\$ 159	\$ 124	\$ 121	\$ 426	\$ 4,875
Eastside Sewer	WW Conveyance	\$ 19,012	\$ -	\$ -	\$ 891	\$ 692	\$ 678	\$ -	\$ 21,273
Communication Tower Fee	Public Safety	\$ 7,747	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,747
Program Management	Program Mangement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,890	\$ 18,890
Total Fees to be Collected:		\$ 430,184	\$ 93,516	\$ 76,820	\$ 20,822	\$ 16,166	\$ 15,848	\$ 589,534	\$ 1,242,890

Notes:

1) Item funds transferred to water treatment/storage per City Council direction

2) Credit from CFD 91-1 overlap.

Table 3-3 summarizes the total WWTP upgrade fees that that will be collected at building permit issuance from the ISP South parcels. ISP South parcels are located within AD 84-1, which funded the wastewater capacity for the parcels. Additionally, AD 84-1 properties were required to fund the WWTP upgrade to a tertiary treatment system to meet the National Pollutant Discharge Elimination System (NPDES) conditions, ISP South land uses will pay the AD 84-1 upgrade fee escalated by ENR in lieu of the Core Fees WWTP Fees.

Table 3-3: ISP South AD 84-1 WWTP Upgrade Fees

Land Use	WWTP Upgrade Fees ^(1, 2)	WWTP Upgrade Fees Adjusted ⁽³⁾	ISP South Remaining Land Use ⁽⁴⁾	Total Fees to be Collected	Total Fees to be Collected (Less PM)
<u>Residential (Per Unit)</u>			<i>(DU)</i>		
HDR (attached 4+)	\$ 1,295	\$ 1,786	720	\$ 1,285,920	\$ 1,239,994
<u>Non-Residential (Per Acre)</u>			<i>(Acres)</i>		
Office	\$ 8,938	\$ 12,329	40.5	\$ 499,201	\$ 481,373
Commercial / Retail	\$ 8,938	\$ 12,329	4.0	\$ 49,069	\$ 47,317
Industrial	\$ 10,356	\$ 14,284	100.3	\$ 1,432,271	\$ 1,381,118
Total Fees to be Collected:				\$ 3,266,462	\$ 3,149,802

Notes:

- 1) ISP South will pay the AD 84-1 WWTP upgrade fees in lieu of the Core Fees WWTP Fee since their original capacity was funded through AD 84-1. The Upgrade fees fund the WWTP upgrade to a tertiary treatment system to meet the NPDES conditions.
- 2) WWTP Upgrade Fees per the Updated ISP South Finance and Implementation Plan adopted on March 17, 2009, by Resolution No. 2009-048.
- 3) Fees escalated by ENR to June 2021.
- 4) Remaining land use as of 6/30/2020.

4. GROUP 71 & 78: PUBLIC FACILITIES

BACKGROUND

The Core Fee program area will pay a Public Facilities Fee at building permit issuance for the Group 71 General Government and Group 78 Recreational Facility projects described in this section. The Public Facilities Fee is based on the remaining costs that were identified in the adopted public building technical studies for each of the specific plan areas. The technical studies combined the general government facilities, recreational facilities, and public safety facilities into one fee. This Fee Study distinguishes and creates separate fees for Public Facilities (Group 71 General Government and Group 78 Recreational Facility) and Public Safety Facilities. The general government and recreational facilities will be funded through the Public Facilities Fee and the public safety facilities will be funded through the Public Safety Fee. The Public Safety Fees and Public Facility Fees will be collected into separate funds. The following is a summary of the adopted studies used in this analysis:

- “Public Building Impact Fee Study for the City of Tracy” by Muni Financial, December 2000, updated July 2007.
- “Northeast Industrial Area Public Buildings Impact Fee Justification Study” by the City of Tracy, November 1999.
- “Public Building Impact Fee Study Update Northeast Industrial Area (NEI) April 2005” by Harris & Associates, April 2005.
- “Plan C Public Buildings Impact Fee Justification Report” by City of Tracy, July 7, 1998.
- “Presidio Planning Area Public Buildings Impact Fee Justification Study (1999)” by the City of Tracy, August 1999.
- “ISP- South Planning Area Public Facilities Impact Fee Justification Study (2000)” by the City of Tracy, 2000 and updated on October 21, 2008 by Resolution No. 2008-223.
- “South MacArthur Planning Area Public Buildings Impact Fee Justification Study (1999)” by the City of Tracy, June 1999.

FEE SUMMARY

The Core Fee Program obligation towards Group 71 General Government is \$1,970,237 and Group 78 Recreational Improvements is \$6,268,776, for a total of \$8,239,013. **Table 4-1** summarizes the Public Facilities Fee.

Table 4-1: Public Facilities Fee

Land Use Type	Public Facilities Fee ^(1, 2)	
<u>Residential</u>	<i>Per DU</i>	
SFR	\$	2,915
MFR (attached 2-4)	\$	2,385
HDR (attached 4+)	\$	1,945
<u>Non-Residential</u>	<i>Per 1,000 SF</i>	
Office	\$	116.43
Commercial / Retail	\$	69.76
Industrial	\$	23.09

Notes:

- 1) Fees do not include program management. The program management is separated into its own fee.
- 2) ADU's larger than 750 SF pay a fee proportional to the primary dwelling unit. (Calculated by multiplying the SFR fee by the ADU SF divided by the primary DU SF). ADU's smaller than 750 SF are exempt from paying impact fees.

PROJECT SUMMARY

Table 4-2 summarizes the Group 71 General Government CIP projects that are to be funded by the Public Facilities Fee.

Table 4-2: Group 71 General Government

CIP # ⁽¹⁾	Project	Remaining Project Cost ⁽²⁾
71091	BOYD Service Center Phase II, Reimbursement to General Fund	\$ 923,313
71PP-XXX	BOYD Service Center Future Phases	\$ 961,575
71035	City Hall Vehicles	\$ 85,349
	Total:	\$ 1,970,237

Notes:

- 1) 71PP-XXX designates a project that will need a CIP number assigned to it.
- 2) The 5% program management mark-up is not included in the project cost and will be funded through the Program Management Fee summarized in the Group 79: Program Management section.

Table 4-3 summarizes the Group 78, recreational improvements CIP projects that are to be funded by the Public Facilities Fee. The library facilities expansion cost is the fair share of the cost attributable to the Core Fees Area based on the library cost estimate from the Master Plan. The fair share of the Ellis Aquatic Center is the fair share of the old impact fee program areas less the funding previously spent for pool facilities.

Table 4-3: Group 78 Recreational Improvements

CIP #	Project	Remaining Project Cost ⁽¹⁾
78088	Fair share of the library facilities expansion	\$ 3,801,463
78054	Fair share of the Ellis Aquatic Center	\$ 2,467,313
	Total:	\$ 6,268,776

Notes:

1) The 5% program management mark-up is not included in the project cost and will be funded through the Program Management Fee summarized in the Group 79: Program Management section.

FEE METHODOLOGY

The Public Facilities Fee is based on the Public Facilities cost per equivalent dwelling unit (EDU) and is calculated by taking the remaining project costs, subtracting the fund balance of all the public facilities funds, and then dividing it by the total number of EDUs. A worker generates a smaller demand than a resident and thus one worker is considered, on average, equivalent to 0.24 that of a resident based on the methodology used in the City's Public Facilities Master Plan. Group 78 CIP projects in **Table 4-3** are only paid by residential development since the demand for their projects are only generated by residential development. The total number of residents and workers generated and total EDUs are calculated in **Table 4-4** below.

Table 4-4: Total Equivalent Dwelling Units

Land Use Type	Number of Units/Bldg. sf	Density ⁽²⁾	Resident/ Worker	Resident Equivalent ⁽¹⁾	Equivalent EDU ⁽³⁾	EDU Factor ⁽⁴⁾
Residential						
SFR	161	3.30 Persons per DU	530	530	161	1.000
MFR (attached 2-4)	282	2.70 Persons per DU	762	762	231	0.818
HDR (attached 4+)	1,252	2.20 Persons per DU	2,754	2,754	835	0.667
		Sub-Total:	4,045	4,045	1,226	
Non-Residential ⁽¹⁾						
Office	1,008,915	300 SF per worker	3,363.05	807	245	0.242
Commercial / Retail	682,019	500 SF per worker	1,364.04	327	99	0.145
Industrial	6,566,670	1500 SF per worker	4,377.78	1,051	318	0.048
		Sub-Total:	9,105	2,185	662	
Total:			13,150	6,230	1,888	

Notes:

- 1) The impact of a worker compared to a resident for public facilities is considered to be 0.24 times that of a new resident based on the City's Public Facilities Master Plan.
- 2) Residential and non-residential densities are based on the City of Tracy Infrastructure Master Plan.
- 3) EDU's for residential land uses are calculated by multiplying each land uses dwelling units by the EDU Factor. EDU's for non-residential land uses are calculated by dividing the land uses resident equivalent by the SFR density of 3.30 persons/DU.
- 4) EDU factors for residential land uses are calculated by dividing the land use density by the SFR density of 3.30 persons/DU. EDU factors for non-residential land uses are calculated by dividing the land uses equivalent EDU's by thousand building square foot.

The Public Facilities cost per EDU is calculated in **Table 4-5**.

Table 4-5: Public Facilities Cost per EDU

Description	Public Facilities		Total
	Public Buildings	Recreational Facilities ⁽²⁾	
Total Cost:	\$ 1,970,237	\$ 6,268,776	\$ 8,239,013
Less: Fund Balance:	\$ 1,048,230	\$ 3,283,624	\$ 4,331,854
Less: Fees to be Collected ⁽¹⁾ :	\$ 13,476	\$ -	\$ 13,476
Cost Remaining:	\$ 908,531	\$ 2,985,152	\$ 3,893,683
Equivalent EDUs:	1,888	1,226	
Cost/Equivalent EDU:	\$ 481.11	\$ 2,434.44	\$ 2,915.55

Notes:

1) The fees to be collected consist of the fees from the I-205 Finance Plans that are locked into finance plans and cannot be updated and thus will pay their finance plan fees.

2) Non-residential land uses will not be allocated a cost as non-residential land uses do not benefit from recreational facilities.

The Public Facilities Fee for residential and non-residential land uses is calculated by multiplying the Public Facilities cost per EDU in **Table 4-5** by the EDU factors as shown in **Table 4-6**.

Table 4-6: Public Facilities Fee Calculation

Land Use Type	EDU Factor ⁽⁴⁾	Public Buildings (Rounded) ^(1, 2)	Recreational Facilities (Rounded) ^(1, 2, 3)	Total Public Facilities Fee (Rounded) ^(1, 2)
Residential		<i>per DU</i>	<i>per DU</i>	<i>per DU</i>
SFR	1.000	\$ 481	\$ 2,434	\$ 2,915
MFR (attached 2-4)	0.818	\$ 394	\$ 1,991	\$ 2,385
HDR (attached 4+)	0.667	\$ 321	\$ 1,624	\$ 1,945
Non-Residential ⁽¹⁾		<i>per 1,000 SF</i>	<i>per 1,000 SF</i>	<i>per 1,000 SF</i>
Office	0.242	\$ 116.43	\$ -	\$ 116.43
Commercial / Retail	0.145	\$ 69.76	\$ -	\$ 69.76
Industrial	0.048	\$ 23.09	\$ -	\$ 23.09

Notes:

1) Residential fees are rounded to the nearest dollar and non-residential fees are rounded to the nearest cent. Total fee revenue may differ due to rounding.

2) ADU's larger than 750 SF pay a fee proportional to the primary dwelling unit. (Calculated by multiplying the SFR fee by the ADU SF divided by the primary DU SF). ADU's smaller than 750 SF are exempt from paying impact fees.

3) Non-residential land uses are not allocated a cost for recreation facilities as non-residential land uses do not benefit from recreational facilities.

4) EDU factors for residential land uses are calculated by dividing the land use density by the SFR density of 3.30 persons/DU. EDU factors for non-residential land uses are calculated by dividing the land uses equivalent EDU's by thousand building square feet.

NEXUS REQUIREMENT SUMMARY

The Public Facilities Fee component of the Core Fees meets the Mitigation Fee Act Requirements, as described in this section.

1. *Identify the purpose of the fee.*

The purpose of the Public Facilities Fee is to fund the general government and recreational facilities generated by new development and growth in the City. In order to accommodate these needs, new facilities will be built or existing facilities will be expanded.

2. *Identify the use to which the fee is to be put.*

The fee will be used to fund a portion of the BOYD Service Center Phase II and purchase of new City vehicles as shown in **Table 4-2** as well as recreational facilities including a portion of the new aquatic center and a portion of the library expansion as shown in **Table 4-3**. These projects were identified in the various technical studies as the facilities required to mitigate the impact of new development in the Core Fee Area. Other projects were also identified but have been completed.

3. *Determine how there is a reasonable relationship between the fees use and the type of development project on which the fee is imposed.*

The Public Facilities Fee will be used to fund the Group 71 projects consisting of the BOYD Service Center Phase II and purchase of new City vehicles necessary to serve the increased residents and businesses and to fund the Group 78 projects consisting of a portion of the library expansion and a portion of the new aquatic center necessary to service increased residents. The Public Facilities Fee is calculated based on the number of new residents and workers that are generated by new development. The library expansion and new aquatic center costs will only be paid by the residential land uses as the non-residential land uses do not generate the need for these facilities. This methodology ensures a reasonable relationship between the fees use and the type of development project. The calculations are shown in **Table 4-4**, **Table 4-5**, and **Table 4-6**.

4. *Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.*

Each new development is anticipated to generate either new residents or workers. The addition of these new residents and workers directly creates the need for a new public works facility and city vehicles. The addition of new residents also creates the need for new recreational facilities, including a library and aquatic center. These facilities are necessary in order to maintain the required level of service. The Public Facilities Fee is based on the number of applicable workers and/or residents each new development is expected to generate, thus ensuring that the need for the facilities is directly related to a particular development's impact. New workers

generate a smaller demand than a resident, thus one worker is considered, on average, as equivalent to 0.24 that of a resident. In addition, non-residential land uses do not pay for the Group 78 recreational projects as the library and aquatic center generally do not directly benefit non-residential land uses. This relationship is calculated in **Tables 4-4 and 4-5**.

5. ***Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.***

The Public Facilities Fee will provide the funding for the required general government facilities and recreational buildings. These facilities and costs are summarized in **Table 4-2** and **Table 4-3**. The cost is spread to each land use based on the number of new residents or workers that the land use will generate calculated as an EDU equivalent as shown in **Table 4-4**, **Table 4-5**, and **Table 4-6**. By spreading the fee based on the EDU equivalent, each new residential unit and each new non-residential development is only paying for their fair share of the required facilities since the need for the facilities directly correlates to the addition of residents and workers. Non-residential land uses will not be allocated a cost for the recreational facilities as these land uses do not generate a need for these recreational facilities based on the impact of their development on the facilities.

5. GROUP 71: PUBLIC SAFETY FACILITIES

BACKGROUND

The Core Fee program area will pay a public safety impact fee at building permit issuance for the public safety facility projects described in this section. The Public Safety Fee is based on the remaining cost identified in the adopted public building technical studies for each of the specific plan areas. The technical studies combined the general government facilities, recreational facilities, and public safety facilities into one fee. This Fee Study distinguishes and creates separate fees for Public Facilities and Public Safety Facilities (Police, Fire, and Communication Facilities). The general government and recreational facilities will be funded through the Public Facilities Fee and the public safety facilities will be funded through the Public Safety Fee. The Public Safety Fee is separated into three separate fee components: Police Fee, Fire Fee, and Communication Facilities Fee. Each Fee will be collected into separate funds. The following is a summary of the adopted studies used in this analysis:

- “Public Building Impact Fee Study for the City of Tracy” by Muni Financial, December 2000, updated July 2007.
- “Northeast Industrial Area Public Buildings Impact Fee Justification Study” by the City of Tracy, November 1999.
- “Public Building Impact Fee Study Update Northeast Industrial Area (NEI) April 2005” by Harris & Associates, April 2005.
- “Plan C Public Buildings Impact Fee Justification Report” by City of Tracy, July 7, 1998.
- “Presidio Planning Area Public Buildings Impact Fee Justification Study (1999)” by the City of Tracy, August 1999.
- “ISP- South Planning Area Public Facilities Impact Fee Justification Study (2000)” by the City of Tracy, 2000 and updated on October 21, 2008 by Resolution No. 2008-223.
- “South MacArthur Planning Area Public Buildings Impact Fee Justification Study (1999)” by the City of Tracy, June 1999.

FEE SUMMARY

The Public Safety Fee will fund the Group 71 Public Safety Facilities for fire, police and communication facilities in the City. The Core Fee Program obligation towards fire facilities is \$7,423,734, police facilities is \$1,666,243, and communication facilities is \$176,080, for a total of \$9,266,057.

Table 5-1 summarizes the Public Safety Fees; which includes separate fees for police, fire, and communication facilities.

Table 5-1: Public Safety Fee

Land Use Type	Public Safety Fee			
	Fire Fee ^(1, 2)	Police Fee ^(1, 2)	Communication Facilities Fee ^(1, 2, 3)	Total Fee ^(1, 2, 3)
<u>Residential</u>	<i>Per DU</i>	<i>Per DU</i>	<i>Per DU</i>	<i>Per DU</i>
SFR	\$ 1,331	\$ 300	\$ 29	\$ 1,660
MFR (attached 2-4)	\$ 1,089	\$ 246	\$ 24	\$ 1,359
HDR (attached 4+)	\$ 888	\$ 200	\$ 19	\$ 1,107
<u>Non-Residential</u>	<i>Per 1,000 SF</i>	<i>Per 1,000 SF</i>	<i>Per 1,000 SF</i>	<i>Per 1,000 SF</i>
Office	\$ 672.24	\$ 151.60	\$ 14.75	\$ 838.59
Commercial / Retail	\$ 403.34	\$ 90.96	\$ 8.85	\$ 503.15
Industrial	\$ 134.45	\$ 30.32	\$ 2.95	\$ 167.72

Notes:

- 1) Fees do not include program management. The program management is separated into its own fee.
- 2) ADU's larger than 750 SF pay a fee proportional to the primary dwelling unit. (Calculated by multiplying the SFR fee by the ADU SF divided by the primary DU SF). ADU's smaller than 750 SF are exempt from paying impact fees.
- 3) The Tower Fee adopted on September 16, 2014, is included in this fee.

PROJECT SUMMARY

Table 5-2 summarizes the Group 71 Public Safety Facilities CIP projects that are to be funded by the Public Safety Fee.

Table 5-2: Group 71 Public Safety Facilities

CIP #	Project	Remaining Project Cost ⁽¹⁾
71020	Fire Station #97 - Valpico Rd & Tracy Blvd	\$ 4,869,673
71099	New Fire Vehicle	\$ 1,033,510
71PP-052	Fire Station 99 (Ellis)	\$ 595,551
	Fire Station 92 - Reimbursement to General Fund	\$ 925,000
Fire Facilities Total:		\$ 7,423,734
	Police Radio Repeater & Tower Reimbursement to General Fund	\$ 29,417
71PP-060	Police Facility Expansion for Additional Officers	\$ 1,636,826
Police Facilities Total:		\$ 1,666,243
	Communication Tower and Equipment Reimbursement to General Fund	\$ 176,080
Communication Facilities Total:		\$ 176,080
Public Safety Total:		\$ 9,266,057

Notes:

- 1) The 5% program management mark-up is not included in the project cost and will be funded through the Program Management Fee summarized in the Group 79: Program Management section.

FEE METHODOLOGY

The Public Safety Fee for each of the three components is based on the cost per EDU calculated by taking the remaining project costs, subtracting the fund balance of all the public safety funds, and then dividing it by the total number of EDUs. A worker generates a smaller demand than a resident and thus one worker is considered, on average, equivalent to 0.5 that of a resident based on the methodology used in the City's Public Safety Master Plan. The total number of residents and workers generated and total EDUs are calculated in **Table 5-3** below.

Table 5-3: Total Equivalent Dwelling Units

Land Use Type	Number of Units/Bldg. sf	Density ⁽¹⁾	Resident/ Worker	Resident Equivalent ⁽⁴⁾	Equivalent EDU ⁽²⁾	EDU Factor ⁽³⁾
Residential						
SFR	161	3.30 Persons per DU	530	530	161	1.000
MFR (attached 2-4)	282	2.70 Persons per DU	762	762	231	0.818
HDR (attached 4+)	1,252	2.20 Persons per DU	2,754	2,754	835	0.667
		Sub-Total:	4,045	4,045	1,226	
Non-Residential						
Office	1,008,915	300 SF per worker	3,363.05	1,682	510	0.505
Commercial / Retail	682,019	500 SF per worker	1,364.04	682	207	0.303
Industrial	6,566,670	1500 SF per worker	4,377.78	2,189	663	0.101
		Sub-Total:	9,105	4,552	1,380	
Total:			13,150	8,598	2,606	

Notes:

- 1) Residential and non-residential densities are based on the City of Tracy Infrastructure Master Plan.
- 2) EDUs for residential land uses are calculated by multiplying each land uses dwelling units by the EDU Factor. EDUs for non-residential land uses are calculated by dividing the land uses resident equivalent by the SFR density of 3.30 persons/DU.
- 3) EDU factors for residential land uses are calculated by dividing the land use density by the SFR density of 3.30 persons/DU. EDU factors for non-residential land uses are calculated by dividing the land uses equivalent EDUs by thousand building square foot.
- 4) The impact of a worker compared to a resident for public safety facilities is considered to be 0.5 times that of a new resident based on the City's Public Safety Master Plan.

The cost per EDU calculation is shown in **Table 5-4**.

Table 5-4: Public Safety Fee Cost per EDU

Description	Public Safety			Total
	Fire	Police	Communication Facilities	
Total Cost:	\$ 7,423,734	\$ 1,666,243	\$ 176,080	\$ 9,266,057
Less: Fund Balance:	\$ 3,904,835	\$ 872,789	\$ 92,232	\$ 4,869,856
Less: Fees to be Collected ⁽¹⁾ :	\$ 50,202	\$ 11,221	\$ 7,747	\$ 69,170
Cost Remaining:	\$ 3,468,697	\$ 782,233	\$ 76,101	\$ 4,327,031
Equivalent EDUs:	2,606	2,606	2,606	
Cost/Equivalent EDU:	\$ 1,331.17	\$ 300.20	\$ 29.21	\$ 1,660.58

Notes:

1) The fees to be collected consist of the fees from the I-205 Finance Plans that are locked into finance plans and cannot be updated and thus will pay their finance plan fees.

The Public Safety Fees for residential and non-residential land uses are calculated by multiplying the cost per EDU in **Table 5-4** by the EDU factors as shown in **Table 5-5**.

Table 5-5: Public Safety Fee Calculation

Land Use Type	EDU Factor ⁽³⁾	Fire Fee (Rounded) ^(1, 2)	Police Fee (Rounded) ^(1, 2)	Communication Facilities Fee (Rounded) ^(1, 2)	Total Public Safety Fee (Rounded) ^(1, 2)
Residential		<i>per DU</i>	<i>per DU</i>	<i>per DU</i>	<i>per DU</i>
SFR	1.000	\$ 1,331	\$ 300	\$ 29	\$ 1,660
MFR (attached 2-4)	0.818	\$ 1,089	\$ 246	\$ 24	\$ 1,359
HDR (attached 4+)	0.667	\$ 888	\$ 200	\$ 19	\$ 1,107
Non-Residential		<i>per 1,000 SF</i>	<i>per 1,000 SF</i>	<i>per 1,000 SF</i>	<i>per 1,000 SF</i>
Office	0.505	\$ 672.24	\$ 151.60	\$ 14.75	\$ 838.59
Commercial / Retail	0.303	\$ 403.34	\$ 90.96	\$ 8.85	\$ 503.15
Industrial	0.101	\$ 134.45	\$ 30.32	\$ 2.95	\$ 167.72

Notes:

- 1) Residential fees are rounded to the nearest dollar and non-residential fees are rounded to the nearest cent. Total fee revenue may differ due to rounding.
- 2) ADU's larger than 750 SF pay a fee proportional to the primary dwelling unit. (Calculated by multiplying the SFR fee by the ADU SF divided by the primary DU SF). ADU's smaller than 750 SF are exempt from paying impact fees.
- 3) EDU factors for residential land uses are calculated by dividing the land use density by the SFR density of 3.30 persons/DU. EDU factors for non-residential land uses are calculated by dividing the land uses equivalent EDUs by thousand building square foot.

NEXUS REQUIREMENT SUMMARY

The Public Safety Fee component of the Core Fees; comprised of three separate fee components; Fire Fee, Police Fee, and Communication Facilities Fee, meets the Mitigation Fee Act Requirements, as described in this section.

1. *Identify the purpose of the fee.*

The purpose of the Public Safety Fee is to fund the fire, police, and communication facilities generated by new development and the growth in the City. In order to accommodate these needs, new facilities will be built or existing facilities will be expanded.

2. *Identify the use to which the fee is to be put.*

The fee will be used to fund the public safety facilities including fire, police, and communication facilities summarized in **Table 5-2**. These projects were identified in the various technical studies as the facilities required to mitigate the impact of the Core Fee program area. Other projects were also identified in those studies but have already been completed.

3. *Determine how there is a reasonable relationship between the fees use and the type of development project on which the fee is imposed.*

The Public Safety Fee will be used to fund the Group 71 public safety CIP projects consisting of new fire, police, and communication facilities necessary to serve the increased residents and businesses in the City. The Public Safety Fee is calculated based on the estimated number of new residents or workers that are generated by new development. This methodology ensures that each development project will only pay for their fair share of the public safety facilities. This calculation is shown in **Table 5-3**, **Table 5-4**, and **Table 5-5**.

4. *Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.*

Each new development is anticipated to generate either new residents or workers. The addition of these new residents and workers directly creates the need for additional public safety facilities for fire, police, and communication facilities, which is necessary in order to maintain the required level of service. The fee is based on the number of workers and/or residents each new development is expected to generate, thus ensuring that the need for the facility is directly related to a particular development's impact. New workers generate a smaller demand than a resident and thus one worker is considered, on average, as equivalent to 0.5 times that of a resident. The relationship between the need for the facility and the type of development project is shown in **Tables 5-3 and 5-4**.

5. *Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.*

The Public Safety Fee will provide the funding for the required public safety facilities for fire, police, and communication facilities. These facilities and costs are summarized in **Table 5-2**. The cost is spread to each land use based on the number of new residents and workers that the land use will generate calculated as an EDU equivalent as shown in **Table 5-3**, **Table 5-4**, and **Table 5-5**. By spreading the fee based on the EDU's equivalent, each new residential unit and each new non-residential development is only paying for their fair share of the required facilities based on the impact of their development on the facilities.

6. GROUP 72 & 73: TRAFFIC SAFETY, STREETS AND HIGHWAY

BACKGROUND

The Core Fee program area will pay a traffic impact fee at building permit issuance for CIP projects described in this section. The Traffic Fee is comprised of Group 72 Traffic Safety and Group 73 Streets and Highway projects described in this section. The Traffic Fee is based on the remaining costs from the adopted traffic technical studies identified in each of the specific plan areas. Following is a summary of these adopted reports:

- “Infill Specific Plan Traffic Fee Revision” by Fehr & Peers Associates, Inc., October 2011.
- “ISP South and Infill Traffic Fee Study - Program Cost Shares” by Fehr & Peers Associates, Inc., October 13, 2008.
- “Benefit and Burden Analysis Meeting Mitigation Fee Act Requirements for Northeast Industrial Phase 1 Roadway Fee” Fehr & Peers Associates, Inc., October 1, 1999.
- “Phase 2 – Northeast Industrial Triggers” by Fehr & Peers Associates, Inc., January 28, 2005.
- “Benefit and Burden Analysis for Northeast Industrial” by Fehr & Peers Associates, Inc., April 2005.
- “Final Technical Report: Plan C Area– Roadway Fee” by Fehr & Peers Associates, Inc., June 22, 1999.
- “Final Technical Report: Benefit and Burden Analysis Meeting Mitigation Fee Act Requirements for Presidio” by Fehr & Peers Associates, Inc., July 28, 1999.
- “Final Technical Report: Benefit and Burden Analysis Meeting Mitigation Fee Act Requirements for South MacArthur” by the Fehr & Peers Associates, Inc., July 27, 1999.

FEE SUMMARY

The Core Fee Program obligation towards Group 72 Traffic Safety is \$24,642,609 and Group 73 Streets and Highway is \$37,325,738, for a total of \$61,968,347.

The following **Table 6-1** summarizes the Traffic Fee for each land use type. Pursuant to the California Code Section 66005.1, new housing developments within a half mile of the Tracy Transit Center qualify for a twenty percent (20%) Traffic Fee reduction if they meet the criteria discussed below.

Table 6-1: Traffic Fee

Land Use Type	Traffic Fee ^(1, 2, 3)
<u>Residential</u>	<i>Per DU</i>
SFR	\$ 5,924
MFR (attached 2-4)	\$ 2,844
HDR (attached 4+)	\$ 2,844
<u>Non-Residential</u>	<i>Per Acre</i>
Office	\$ 77,311
Commercial / Retail	\$ 111,553
Industrial	\$ 61,553

Notes:

- 1) Pursuant to the California Code Section 66005.1, new housing developments within a half mile of the transit center, will receive a 20% Traffic Fee reduction.
- 2) Fees do not include program management. The program management is separated into its own fee.
- 3) ADU's larger than 750 SF pay a fee proportional to the primary dwelling unit. (Calculated by multiplying the SFR fee by the ADU SF divided by the primary DU SF). ADU's smaller than 750 SF are exempt from paying impact fees.

REDUCED TRAFFIC FEES

Residential developments near transit stations generate fewer trips than traditional land use configurations that rely on vehicles as the primary mode of transportation. According to various transportation studies, measurable trip reductions result for projects that are near transit stations and where there are a diversity of land uses that promote connectivity and walkability. To account for the reduced trip rates generated by projects meeting the above criteria, an additional trip adjustment factor is applied to new residential land uses meeting the following criteria:

1. The housing development is located within one-half mile of a transit station and there is direct access between the project and the transit station along a barrier-free walkable pathway not exceeding one-half mile in length.
2. Convenience retail uses, including a store that sells food, are located within one-half mile of the housing development.
3. The housing development provides either the minimum number of parking spaces required by the local ordinance, or for residential units, no more than one onsite parking space for zero to two bedroom units, and two onsite parking spaces for three or more bedroom units, whichever is less.

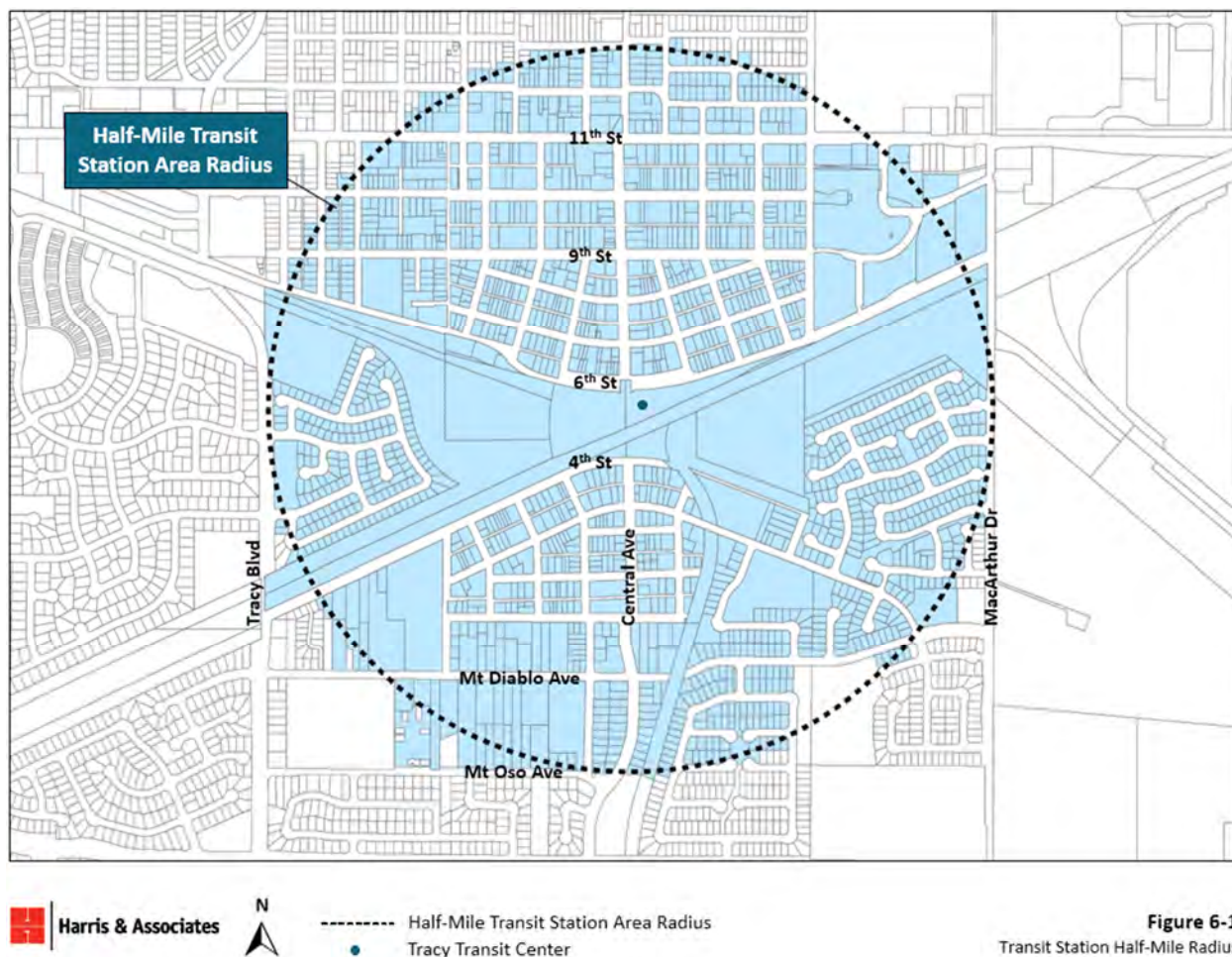
For purposes of this reduction, the definition of transit station shall be defined by California Government Code Section 65460.1, "Transit station" means a rail or light-rail station, ferry terminal, bus hub, or bus transfer station. Also a "housing development" shall be defined by California Government Code Section 66005.1, which is a development project with common

ownership and financing consisting of residential use or mixed use where not less than fifty percent (50%) of the floor space is for residential use.

The Tracy Transit Center, located in Downtown Tracy at Central Avenue and 6th Street, is served by bus transit services operated by the City of Tracy (City) and the San Joaquin Regional Transit District (RTD). The City operates TRACER fixed-routes and on-demand services in the downtown area. Seven TRACER fixed bus routes serve the Tracy Transit Center. The San Joaquin Regional Transit District (RTD) provides the City with intercity and regional transit services. RTD commuter routes stop at the Tracy Transit Center as part of travel between Downtown Stockton and Dublin/Pleasanton Bay Area Rapid Transit (BART) RTD. Hopper services connect the Tracy Transit Center with Stockton and Mountain House.

New housing developments within a half mile of the transit center, as shown in Figure 6-1, will qualify to receive a twenty percent (20%) Traffic Fee reduction as long as they meet the above criteria. This reduction is based on the anticipated reduction in trips due to the close proximity to the transit center. This percentage was derived through consultation with the City's traffic engineer and review of other traffic studies for transit centers.

Figure 6-1: Downtown Transit Station Half-Mile Radius



PROJECT SUMMARY

Table 6-2 and **Table 6-3**, summarizes the Group 72, Traffic Safety and Group 73, Streets and Highway CIP projects. These projects represent the fair share costs of the Core Fee program, less expenditures previously made.

Table 6-2: Group 72 Traffic Safety Facilities

CIP #	Project	Description ⁽¹⁾	Remaining Project Cost ⁽²⁾
72014	MacArthur Drive & Pescadero / MacArthur Dr & I-205	Update existing traffic improvements at MacArthur Dr. & Pescadero. Add RT and TL on NB and SB lane. Accommodate changes in MacArthur Dr due to widening of I-205 to 6 lanes. Pays fair share of the total cost.	\$ 1,374,460
72062	MacArthur Drive / I-205 Interchange	Interchange Improvements upgrading from a diamond interchange to a parclo.	\$ 16,164,096
72074	Traffic Signal at Tracy Blvd./Valpico Road	Intersection Improvements to provide SDAA movements for truck routes and to realign intersection to provide adequate transition. This is a continuation of CIP 72038.	\$ 465,080
72082	Valpico Road / Sycamore Parkway	Install 4-way signal flasher. Signalize and interconnect with Tracy and Sycamore on Schulte Road. Pays fair share of the total cost.	\$ 204,422
72094	Tracy Boulevard / Gandy Dancer	Signalize to improve traffic flow at existing intersection.	\$ 366,250
72095	Corral Hollow Road / Valpico Road	Signalize & widen SB approach to provide 1 TL and 1 TR Lane. Pays fair share of the total cost.	\$ 742,363
72PP-028	Grant Line Road / Power Road (Street "A")	Signalize and intersection improvements.	\$ 878,484
72102	Naglee Road / Auto Plaza Drive	Signalize and Intersection Improvements. Pays fair share of the total cost.	\$ 619,481
72PP-030	Corral Hollow Road / I-580 EB and WB	At the interchange I-580 and Corral Hollow Road upgrade of rural interchange to an urban interchange. Pays fair share of the total cost.	\$ 781,792
72PP-056	Chrisman Road / Valpico Road	Re-stripe to modify NB approach to provide 1 LT and 1 thru lane. Re-stripe to modify SB approach to provide 1 Thru and 1 RT.	\$ 312,845
72PP-064	Grant Line Road / Lincoln Boulevard	Re-stripe to modify NB approach. Pays fair share of the total cost.	\$ 51,676
72PP-081	Grant Line Road / Lammers Road	Signalize. Eastbound One LT lane, three through lanes, and one RT. Westbound three LT lanes, one shared TR and one RT lane. Pays fair share of the total cost.	\$ 70,479
72PP-082	Grant Line Road / Naglee Road / I-205 WB ramps	Change existing shared through left lane to exclusive left lane and through on SB Naglee. Utilize 2nd LT lane on EB Grant Line Road. Optimize Signal Timing. Pays fair share of the total cost.	\$ 68,223
72PP-084	I-205 EB Ramps / Grant Line Road	Add 2nd EB LT on Grant Line Rd onto EB on-ramp and modify RT on WB Grant Line Rd to be permitted RT. Change existing right to free right on I-205 EB off-ramp and add receiving/acceleration lane to 400' on EB Grant Line Rd. Optimize signal timing. Pays fair share of the total cost.	\$ 767,104
72PP-087	Corral Hollow Road / Eleventh Street	Widen NB approach to add 1 thru Lane, Widen SB approach to add 1 thru lane, Convert EB and WB RT lanes from permitted to free. Modify Signal. Pays fair share of the total cost.	\$ 25,380
72PP-089	Auto Plaza Drive / Corral Hollow Road	New side street stop controlled intersection, two through lanes and one LT on NB. One through lane and 1 shared through RT on SB. One LT and RT on EB. Pays fair share of the total cost.	\$ 192,375
72PP-094	Eleventh Street / Lincoln Boulevard	Modify WB shared right lane to TL. Add WB RT. Restripe SB approach to provide LT, shared TL, RT, and modify signal.	\$ 990,253
CIP Sub-Total:			\$ 24,074,763
Reimbursement			
72038/72074	Traffic Signal at Tracy Blvd./Valpico Road	Traffic Signal at Tracy Boulevard and Valpico Boulevard. Reimbursement is due to Shea.	\$ 567,846
Reimbursement CIP Sub-Total:			\$ 567,846
Group 72 Total:			\$ 24,642,609

Notes:

1) EB = Eastbound; WB = Westbound; NB=Northbound; SB=Southbound; LT=Left-Turn; RT=Right-Turn; TR=Through-Right; TL=Through-Left.

2) The 5% program management mark-up is not included in the project cost and will be funded through the Program Management Fee summarized in the Group 79: Program Management section.

Table 6-3: Group 73 Streets and Highway Facilities

CIP #	Project	Description	Remaining Project Cost ⁽¹⁾
73035	Grant Line Road: I-205 to Lammers	Widen to 2 lanes in each direction. Pays fair share of the total cost.	\$ 3,318,674
73057	Street "C" east/west: Naglee Road to Corral Hollow Road	Construct 2,000 LF new street on the north side of the mall. With landscaped median, curb, gutter, and sidewalk.	\$ 2,651,745
73090	Acquire ROW for Chrisman Road: I-205 to Grant Line Road	Acquire ROW.	\$ 2,791,330
73095	Valpico Road: Tracy Boulevard to 500' East of Pebblebrook Drive	Rural to 4 lane arterial. Pays fair share of the total cost.	\$ 6,053,140
73103	Corral Hollow Road: 11th Street to Schulte Road	Widen 4 lane major arterial to a 6 lane major arterial. Pays fair share of the total cost.	\$ 2,352,631
73126	MacArthur Drive: Schulte Road to Valpico Road Phase II	Widen to a 4 lane major arterial. Pays fair share of the total cost.	\$ 213,151
73143	Widen 11th Street: MacArthur Drive to Chrisman Road	Widen to 4 lane expressway. Pays fair share of the total cost.	\$ 651,895
73158	Aqueduct Crossing for Corral Hollow Road	Construct two 4 lane crossings over the aqueducts. Pays fair share of the total cost.	\$ 736,732
73159	MacArthur Drive: I-205 to Pescadero Ave	Widen to a 4-lane major arterial. Median breaks with left turn access/egress to parcels between Pescadero Road and the interchange should not be allowed.	\$ 1,202,225
73159	Acquire ROW for MacArthur Drive: I-205 to Pescadero Ave	Acquire ROW.	\$ 443,641
73PP-041	MacArthur Drive: 11th Street to Schulte Road	Widen to 4 lane major arterial. Core Fees pays 3.3% of the total project cost.	\$ 1,362,771
73PP-042	Grant Line Road: Corral Hollow Road to Tracy Boulevard	Widen to 6 lane major arterial. Pays fair share of the total cost.	\$ 1,082,059
73PP-043	Grant Line Road: Byron Road to Street "A" (Power Road)	Widen to 4 lanes. Pays fair share of the total cost.	\$ 242,136
73PP-046	Corral Hollow Road: Old Schulte to I-580	Widen 2 lanes to 4 lane arterial. Pays fair share of the total cost.	\$ 1,837,443
73PP-047	Lammers Road: 11th Street to Linne Road	2 lane rural highway to 4 lane expressway. Pays fair share of the total cost.	\$ 1,238,792
73PP-048	Schulte Road: New Alignment west of Lammers	New 6 lane roadway. Pays fair share of the total cost.	\$ 314,907
73PP-049	Schulte Road: Construct from Lammers to Presidio N/S arterial	Construct arterial 4 lane major arterial. Pays fair share of the total cost.	\$ 471,473
73PP-050	Schulte Road: Presidio N/S arterial to Sycamore Parkway	Widen to 6 lane major arterial. Pays fair share of the total cost.	\$ 576,316
73PP-051	Valpico Road: Lammers Road to Corral Hollow	Widen from 2 lane rural highway to 4 lane major arterial. Pays fair share of the total cost.	\$ 906,905
73PP-071	MacArthur Drive: Approximately 650 LF from I-205 WB Ramps towards Arbor Ave, including frontage.	Widen to a 4 lane major arterial.	\$ 1,943,347
73PP-093	Pescadero Avenue: MacArthur Road to Paradise Road	Widen to 4 lane minor arterial.	\$ 3,091,762
73PP-093	Acquire ROW for Pescadero Ave widening	Acquire ROW.	\$ 1,882,893
73PP-095	Crossroads Drive Arterial - Greystone Drive to Schulte Road, Phase 2	4 lane major arterial. Pays fair share of the total cost.	\$ 244,206
		Sub-Total:	\$ 35,610,173
Reimbursements			
73062	Tracy Blvd. Widening - Sycamore to Valpico and Linne	Project is completed. Reimbursement to Shea is due.	\$ 1,183,505
7387/73126	MacArthur Drive: Schulte Road to Valpico Road Phase I	Phase I is completed. Schack & Company remaining reimbursement.	\$ 41,669
73061	Valpico Road Extension: Pebblebrook to MacArthur Drive	Project is partially completed. Reimbursement to Schack & Company and JB Valley Home is due.	\$ 288,219
73PP-093	Pescadero Avenue: MacArthur Road to Paradise Road	Duke Realty widened a portion of approximately 760 LF along Pescadero Ave in front of 213-070-89. Traffic credits for the improvements were provided from the Master Plan Transportation Fund for Duke Realty Home Depot Parking Lot development located in the Master Plan's NEI Future Phase area. Pescadero widening was partially funded through the NEI II fee program and as such the Core Fees will refund the Master Plan transportation Fund for providing credits.	\$ 29,958
73PP-093	Acquire ROW for Pescadero Ave widening	Duke Realty partially acquired 687 LF of ROW along Pescadero Ave in front of 213-070-89. Traffic credits for the improvements were provided from the Master Plan Transportation Fund for Duke Realty Home Depot Parking Lot development located in the Master Plan's NEI Future Phase area. Pescadero ROW was partially funded through the NEI II fee program and as such the Core Fees will refund the Master Plan transportation Fund for providing credits.	\$ 172,214
		Sub-Total:	\$ 1,715,565
		Total	\$ 37,325,738

Notes:

1) The 5% program management mark-up is not included in the project cost and will be funded through the Program Management Fee summarized in the Group 79: Program Management section.

FEE METHODOLOGY

The Traffic Fee is calculated by taking the remaining project costs, subtracting out the fund balance, and dividing it by the total number of EDUs. This calculation is shown in **Table 6-4** below.

Table 6-4: Traffic Cost per EDU Calculation

Description	Total
Total Cost: \$	61,968,347.47
Less: Fund Balance: \$	27,899,729.88
Less: Fees to be Collected ⁽¹⁾ : \$	395,240.00
Remaining Cost: \$	33,673,377.58
Total EDU:	5,684
Cost Per EDU: \$	5,924.24

Note:

1) The fees to be collected consist of the fees from the existing I-205 Finance Plans that are locked into finance plans and cannot be updated and thus will pay their finance plan fees.

The EDU is based on the number of trips generated by each land use in relation to a single family home. The total EDU is calculated by multiplying the number of units or acreage remaining by the corresponding EDU land use factor. This calculation is shown in **Table 6-5**.

Table 6-5: Traffic EDU Calculation

Land Use Type	Remaining Land Use	EDU ⁽¹⁾	Total EDU
<u>Residential</u>			
SFR	161 du	1.00 per du	161 EDU
MFR (attached 2-4)	282 du	0.48 per du	135 EDU
HDR (attached 4+)	1,252 du	0.48 per du	601 EDU
<u>Non-Residential</u>			
Office	51 ac	13.05 per ac	672 EDU
Commercial / Retail	52 ac	18.83 per ac	983 EDU
Industrial	302 ac	10.39 per ac	3,133 EDU
Total:			5,684 EDU

Notes:

1) EDUs based on the ISP South and Infill Traffic Fee Study by Winnie Chung at Fehr & Peers, dated October 13, 2008.

The Traffic Fee per land use is then calculated by multiplying the fee per EDU by the EDU factors for each land use as shown in **Table 6-6**.

Table 6-6: Traffic Fee Calculation

Land Use Type	EDU ⁽¹⁾	Fee per EDU	Traffic Fee (Rounded) ^(2, 3, 4)
<u>Residential</u>			<i>per DU</i>
SFR	1.00 per du	\$ 5,924.24	\$ 5,924
MFR (attached 2-4)	0.48 per du	\$ 5,924.24	\$ 2,844
HDR (attached 4+)	0.48 per du	\$ 5,924.24	\$ 2,844
<u>Non-Residential</u>			<i>per ac</i>
Office	13.05 per ac	\$ 5,924.24	\$ 77,311
Commercial / Retail	18.83 per ac	\$ 5,924.24	\$ 111,553
Industrial	10.39 per ac	\$ 5,924.24	\$ 61,553

Notes:

- 1) EDU's based on the ISP South and Infill Traffic Fee Study by Winnie Chung at Fehr & Peers, dated October 13, 2008.
- 2) Traffic Fees are rounded to the nearest dollar. Total fee revenue may differ due to rounding.
- 3) ADU's larger than 750 SF pay a fee proportional to the primary dwelling unit. (Calculated by multiplying the SFR fee by the ADU SF divided by the primary DU SF). ADU's smaller than 750 SF are exempt from paying impact fees.
- 4) Pursuant to the California Code Section 66005.1, new housing developments within a half mile of the transit center, will receive a 20% Traffic Fee reduction.

NEXUS REQUIREMENT SUMMARY

The Traffic Fee component of the Core Fees meets the Mitigation Fee Act Nexus Requirements, as described in this section.

1. *Identify the purpose of the fee.*

The purpose of the Traffic Fee is to fund the transportation infrastructure and facilities that are necessary to mitigate the traffic impacts created by new development. In order to accommodate this increased growth and the demand on the City's road infrastructure, new facilities will be built or existing facilities will be expanded.

2. *Identify the use to which the fee is to be put.*

The fee will be used to fund the projects summarized in **Tables 6-2** and **Table 6-3**. These projects were identified as the facilities required to mitigate the impact of new development on transportation infrastructure in the City through traffic studies.

3. *Determine how there is a reasonable relationship between the fees use and the type of development project on which the fee is imposed.*

The fee will be used to fund the new transportation infrastructure and facilities needed to serve the increased trips created by new residents and businesses in the

City. The cost of the transportation improvements is spread to each land use based on the number of trips generated by each land use. This correlation to trips ensures that each new development pays their fair share of the transportation costs. This calculation is shown in **Table 6-4**, **Table 6-5**, and **Table 6-6**.

4. *Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.*

Each new residential and non-residential development within the City will generate additional trips that incrementally adds to the need for new transportation infrastructure and facilities as identified through traffic studies. To accommodate these additional trips, new transportation improvements will be needed. These improvements are identified in **Tables 6-2** and **Table 6-3**. Each new development pays their fair share of costs based on the number of trips generated.

5. *Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.*

The transportation facilities that are necessary for the new development are summarized in **Table 6-2** and **Table 6-3**. Each land use pays their fair share of costs based on the number of trips generated by that land use. The traffic fee calculation is shown in **Table 6-4**, **Table 6-5**, and **Table 6-6**. This methodology ensures that each land use only pays for their fair share of the transportation facilities.

7. GROUP 74: WASTEWATER IMPROVEMENTS

BACKGROUND

The Core Fee program area will pay a WWTP impact fee and a wastewater conveyance (WW Conveyance) impact fee at building permit issuance for CIP projects described in this section. The WWTP Fee and WW Conveyance Fee is based on combining the remaining costs identified in the adopted wastewater technical studies for each of the specific plan areas. Following is a summary of these adopted reports:

- “Wastewater System Impact Fee Analysis for NEI and Chrisman Road Property,” by CH2MHill, September 22, 1999.
- “Wastewater System Fee for Infill Properties” by CH2M Hill, January 2012.
- “Wastewater System Analysis for Presidio” by CH2M Hill, December 1999.
- “Wastewater System Impact Fee Analysis for the NEI Phase 2 Area,” by CH2M Hill, February 8, 2005.
- “Wastewater System Fee and Benefit and Burden Analysis for Plan C” by CH2M Hill, February 1998.
- “South Industrial Specific Plan Wastewater System Analysis” by CH2M Hill, October 2008.
- “Wastewater System Fee Justification Study for South MacArthur Planning Area” by CH2M Hill, July 29, 1999.

FEE SUMMARY

The Core Fee Program obligation towards WWTP improvements is \$23,340,023 and for WW conveyance facilities is \$12,507,051, for a total of \$35,847,074.

Table 7-1 summarizes the WWTP Fee and WW Conveyance Fee. The old FIP areas of NEI I and ISP South will have reduced fees as noted below:

- Bond proceeds from NEI I funded a portion of the wastewater conveyance improvements needed to serve the specific plan area and as such, NEI I will only be obligated to pay 76% of the Core Fees Wastewater Conveyance Fee.
- ISP South high density residential will pay 85% of the Core Fees Wastewater Conveyance Fee and non-residential will pay 15% of the Core Fees Wastewater Conveyance Fee. This is due to the fact that the Eastside Sewer System capacity for the original ISP South Development area was funded through Assessment District (AD) 84-1. Due to higher inflow/infiltration into the pipes over time, the flow was increased by approximately 15% and thus additional fees were needed to fund the additional flows. In addition, some parcels changed land use from non-residential to high-density residential that triggered the need for additional improvements.

- ISP South parcels are located within AD 84-1 which funded wastewater capacity for the areas. In order to fund the WWTP upgrade to a tertiary treatment system to meet the National Pollutant Discharge Elimination System (NPDES) conditions, the ISP South land uses will pay the AD 84-1 wastewater treatment plant upgrade fee in lieu of the Core Fees WWTP Fee.

Table 7-1: WWTP and WW Conveyance

Land Use Type	WWTP Fee (1, 4, 5)	WW Conveyance Fee (2, 3, 4, 5)	Total Wastewater Fee (1, 2, 3, 4, 5)
<u>Residential</u>	<i>Per DU</i>	<i>Per DU</i>	<i>Per DU</i>
SFR	\$ 3,921	\$ 3,891	\$ 7,812
MFR (attached 2-4)	\$ 3,215	\$ 3,191	\$ 6,406
HDR (attached 4+)	\$ 2,627	\$ 2,607	\$ 5,234
<u>Non-Residential</u>	<i>Per Acre</i>	<i>Per Acre</i>	<i>Per Acre</i>
Office	\$ 19,918	\$ 19,769	\$ 39,687
Commercial / Retail	\$ 19,918	\$ 19,769	\$ 39,687
Industrial	\$ 18,467	\$ 18,329	\$ 36,796

Notes:

- 1) ISP South will pay the AD 84-1 WWTP upgrade fees in lieu of the Core Fees WWTP Fee since their original capacity was funded through AD 84-1. The Upgrade fees fund the WWTP upgrade to a tertiary treatment system to meet the NPDES conditions.
- 2) ISP South was part of AD 84-1 which funded wastewater capacity (both conveyance and treatment) for ISP South parcels. HDR will pay 85% and non-residential land use will pay 15% of the Core Fees Wastewater Conveyance Fee to account for increased flows of 15% and the change in land uses to HDR which triggered the need for additional improvements not funded in AD 84-1.
- 3) NEI I bond funded 24% of wastewater conveyance projects and will only be obligated to pay 76% of the Core Fees Wastewater Conveyance Fee.
- 4) Fees do not include program management. The program management is separated into its own fee.
- 5) ADU's larger than 750 SF pay a fee proportional to the primary dwelling unit. (Calculated by multiplying the SFR fee by the ADU SF divided by the primary DU SF). ADU's smaller than 750 SF are exempt from paying impact fees.

PROJECT SUMMARY

Table 7-2 shows the CIP projects that are to be funded through the WWTP Fee. This cost represents the fair share of the Core Fee area that has not yet been expended. The Core Fee area has contributed to past expansion projects as well.

Table 7-2 WWTP Facilities Breakdown Summary

CIP # ⁽¹⁾	Project	Description	Remaining Project Cost ⁽²⁾
74PP-XXX	WWTP Expansion Future Phases	Wastewater Treatment Plant Expansion.	\$ 23,340,023
		Total:	\$ 23,340,023

Notes:

1) 74PP-XXX designates a project that will need a CIP number assigned to it.

2) The 5% program management mark-up is not included in the project cost and will be funded through the Program Management Fee summarized in the Group 79: Program Management section.

Table 7-3 shows the CIP projects that are to be funded through the WW Conveyance Fee.

Table 7-3 WW Conveyance Facilities Breakdown Summary

CIP # ⁽¹⁾	Project	Description	Remaining Project Cost ⁽²⁾
74084	East Side Sewer Upgrades	Fix existing bottleneck on East Side Sewer mains south of Grant Line Road and MacArthur intersection. Phase 2 and 3 will install 4,000 LF of Parallel 24" line or replace existing line 30 inch line south of Grant Line Road.	\$ 5,689,935
74114 ⁽³⁾	Wastewater Collection System - NEI Area	9,500 LF of 21" gravity sewer north from Pescadero Rd along the eastern boundary of Yellow Freight to I-205 and Chrisman Rd extension, west on Arbor Ave, then south to the MacArthur Pump Station. Includes bore & jack crossing of I-205.	\$ 2,915,011
74114 ⁽³⁾	Wastewater Collection System - NEI Area	Ditch Crossing	\$ 196,587
74114 ⁽³⁾	Wastewater Collection System - NEI Area	Boring Pits on either side of I-205.	\$ 327,645
74114 ⁽³⁾	Wastewater Collection System - NEI Area	Acquire temporary bore & jack easement under I-205.	\$ 71,048
74114 ⁽³⁾	Wastewater Collection System - NEI Area	2,700 LF of 8" line along the southern boundary of the current Home Depot and Tracy Pescadero Distribution Centers. (NEI FIP Parcels 3, 4, 5)	\$ 767,318
74PP-XXX ⁽³⁾	Acquire Easement	Acquire 20' Wide Easement (along NEI Phase 2 Parcels 3, 4, & 5).	\$ 244,655
74PP-XXX ⁽³⁾	Fair Share of the Corral Hollow Sewer Lines	Fair share of the Corral Hollow sewer upgrades identified in the Ellis Wastewater report, which include: 690 LF of 36", 4,279 LF of 27" pipe, 448 LF of 24", and 6,896 LF of 21". Improvements will be completed in 3 phases.	\$ 454,697
74PP-XXX ⁽³⁾	Fair Share of the City Core Sewer Upgrade	Fair share of improvements to the core sewer system analyzed as part of the Downtown Study.	\$ 1,211,787
74PP-XXX	Reimbursement to Hansen Sewer	Proportionate responsibility related to benefit from the excess capacity in the Hansen Road Sanitary Sewer conveyance systems to reimburse the enterprise fund.	\$ 586,045
74PP-XXX	Reimbursement to Byron Road Sewer	Proportionate benefit resulting from use of the excess capacity in Byron Road Sewer which connects to Hansen Road Sewer to reimburse developers who up fronted the sewer.	\$ 42,323
		Total:	\$ 12,507,051

Notes:

1) 74PP-XXX designates a project that will need a CIP number assigned to it.

2) The 5% program management mark-up is not included in the project cost and will be funded through the Program Management Fee summarized in the Group 79: Program Management section.

3) Wastewater conveyance maps for NEI, Corral Hollow and City Core sewer are shown in Appendix E.

FEE METHODOLOGY

The WWTP Fee and WW Conveyance Fee is calculated by taking the remaining project costs, subtracting out the fund balance of all the wastewater funds and then dividing it by the number of EDUs shown in **Table 7-4**.

Table 7-4: Wastewater Fee per EDU Calculation

Description	WWTP	WW Conveyance
Total Cost:	\$ 23,340,023	\$ 12,507,051
Less: Fund Balance:	\$ 12,103,143	\$ 2,972,410
Less: Fees to be Collected ⁽¹⁾ :	\$ 3,406,994	\$ 35,608
Remaining Cost:	\$ 7,829,886	\$ 9,499,033
Total EDU:	1,997	2,441
Cost per EDU	\$ 3,920.82	\$ 3,891.45

Note:

1) The fees to be collected consist of the fees from the existing I-205 Finance Plans that are locked into finance plans and cannot be updated and thus will pay their finance plan fees and the ISP South AD 84-1 WWTP Upgrade Fees that would be paid as the original capacity was funded through AD 84-1.

The wastewater anticipated to be generated by each land use is converted into an EDU equivalent, which is the estimated average daily flow of that land use compared to the estimated average daily flow of a single family home. This calculation is shown in **Table 7-5** and **Table 7-6**. The EDU calculations are different for the WWTP versus the conveyance calculations to account for specific plan areas that bond funded certain fee components.

Table 7-5: WWTP Fee EDU Calculation

Land Use Type	Residents per Unit	Wastewater Generation Rate ⁽²⁾	Remaining Land Use ⁽¹⁾	EDU	Total EDU
<u>Residential</u>					
SFR	3.30 per du	264 gpd/unit	161 du	1.00 per du	161 EDU
MFR (attached 2-4)	2.70 per du	216 gpd/unit	282 du	0.82 per du	231 EDU
HDR (attached 4+)	2.20 per du	176 gpd/unit	532 du	0.67 per du	356 EDU
<u>Non-Residential</u>					
Office	N/A	1,140 gal/ac/day	11 ac	5.08 per ac	56 EDU
Commercial / Retail	N/A	1,140 gal/ac/day	48 ac	5.08 per ac	245 EDU
Industrial	N/A	1,056 gal/ac/day	201 ac	4.71 per ac	948 EDU
Total:					1,997 EDU

Notes:

- 1) ISP South will pay the AD 84-1 WWTP upgrade fees in lieu of the Core Fees WWTP Fee since their original capacity was funded through AD 84-1. The Upgrade fees fund the WWTP upgrade to a tertiary treatment system to meet the NPDES conditions. The land uses have been reduced accordingly.
- 2) Wastewater generation rates are based on the SFR rate from the "Tracy Wastewater Conveyance and Treatment Development Impact Fee Study" prepared by CH2MHill, January 2013.

Table 7-6: WW Conveyance Fee EDU Calculation

Land Use Type	Residents per Unit	Wastewater Generation Rate ⁽³⁾	Remaining Land Use ^(1, 2)	EDU	Total EDU
<u>Residential</u>					
SFR	3.30 per du	264 gpd/unit	161 du	1.00 per du	161 EDU
MFR (attached 2-4)	2.70 per du	216 gpd/unit	282 du	0.82 per du	231 EDU
HDR (attached 4+)	2.20 per du	176 gpd/unit	1,144 du	0.67 per du	766 EDU
<u>Non-Residential</u>					
Office	N/A	1,140 gal/ac/day	17 ac	5.08 per ac	87 EDU
Commercial / Retail	N/A	1,140 gal/ac/day	49 ac	5.08 per ac	248 EDU
Industrial	N/A	1,056 gal/ac/day	201 ac	4.71 per ac	949 EDU
Total:					2,441 EDU

Notes:

- 1) ISP South was part of AD 84-1 which funded wastewater capacity (both conveyance and treatment) for ISP South parcels. HDR will pay 85% and non-residential land use will pay 15% of the Core Fees Wastewater Conveyance Fee to account for increased flows of 15% and the change in land uses to HDR which triggered the need for additional improvements not funded in AD 84-1. The land uses have been reduced accordingly.
- 2) NEI I bond funded 24% of wastewater conveyance projects and will only be obligated to pay 76% of the Core Fees Wastewater Conveyance Fee. The land uses have been reduced accordingly.
- 3) Wastewater generation rates are based on the SFR rate from the "Tracy Wastewater Conveyance and Treatment Development Impact Fee Study" prepared by CH2MHill, January 2013.

The total WWTP Fee and WW Conveyance Fee per land use is calculated by multiplying the fee per EDU by the number of EDU's per unit or acre as shown in **Table 7-7** and **Table 7-8**.

Table 7-7: WWTP Fee Calculation

Land Use Type	EDU	WWTP Fee per EDU	WWTP Fee ^(1, 2, 3) (Rounded)
<u>Residential</u>			<i>per DU</i>
SFR	1.00 per du	\$ 3,920.82	\$ 3,921
MFR (attached 2-4)	0.82 per du	\$ 3,920.82	\$ 3,215
HDR (attached 4+)	0.67 per du	\$ 3,920.82	\$ 2,627
<u>Non-Residential</u>			<i>per ac</i>
Office	5.08 per ac	\$ 3,920.82	\$ 19,918
Commercial / Retail	5.08 per ac	\$ 3,920.82	\$ 19,918
Industrial	4.71 per ac	\$ 3,920.82	\$ 18,467

Notes:

- 1) ISP South will pay the AD 84-1 WWTP upgrade fees in lieu of the Core Fees WWTP Fee since their original capacity was funded through AD 84-1. The Upgrade fees fund the WWTP upgrade to a tertiary treatment system to meet the NPDES conditions. The land uses have been reduced accordingly.
- 2) WWTP Fees are rounded to the nearest dollar. Total fee revenue may differ due to rounding.
- 3) ADU's larger than 750 SF pay a fee proportional to the primary dwelling unit. (Calculated by multiplying the SFR fee by the ADU SF divided by the primary DU SF). ADU's smaller than 750 SF are exempt from paying impact fees.

Table 7-8: WW Conveyance Fee Calculation

Land Use Type	EDU	WW Conveyance Fee per EDU	WW Conveyance Fee (1, 2, 3, 4) (Rounded)
<u>Residential</u>			<i>per DU</i>
SFR	1.00 per du	\$ 3,891.45	\$ 3,891
MFR (attached 2-4)	0.82 per du	\$ 3,891.45	\$ 3,191
HDR (attached 4+)	0.67 per du	\$ 3,891.45	\$ 2,607
<u>Non-Residential</u>			<i>per ac</i>
Office	5.08 per ac	\$ 3,891.45	\$ 19,769
Commercial / Retail	5.08 per ac	\$ 3,891.45	\$ 19,769
Industrial	4.71 per ac	\$ 3,891.45	\$ 18,329

Notes:

- 1) ISP South was part of AD 84-1 which funded wastewater capacity (both conveyance and treatment) for ISP South parcels. HDR will pay 85% and non-residential land use will pay 15% of the Core Fees Wastewater Conveyance Fee to account for increased flows of 15% and the change in land uses to HDR which triggered the need for additional improvements not funded in AD 84-1. The land uses have been reduced accordingly.
- 2) NEI I bond funded 24% of wastewater conveyance projects and will only be obligated to pay 76% of the Core Fees Wastewater Conveyance Fee. The land uses have been reduced accordingly.
- 3) Wastewater Conveyance Fees are rounded to the nearest dollar. Total fee revenue may differ due to rounding.
- 4) ADU's larger than 750 SF pay a fee proportional to the primary dwelling unit. (Calculated by multiplying the SFR fee by the ADU SF divided by the primary DU SF). ADU's smaller than 750 SF are exempt from paying impact fees.

NEXUS REQUIREMENT SUMMARY

The WWTP Fee and WW Conveyance Fee components of the Core Fees meets the Mitigation Fee Act Nexus Requirements, as described in this section.

1. *Identify the purpose of the fee.*

The purpose of the WWTP Fee and WW Conveyance Fee is to fund the wastewater facilities and improvements that are needed to serve new development in the City. In order to accommodate the increased wastewater generated by new development, new facilities will be built and/or existing facilities will be expanded.

2. *Identify the use to which the fee is to be put.*

The fees will be used to fund the projects shown in **Table 7-2** and **Table 7-3**. These WWTP and WW Conveyance projects were identified as necessary to convey wastewater within the City and to treat the wastewater at the treatment plant for new development within the City.

3. *Determine how there is a reasonable relationship between the fees use and the type of development project on which the fee is imposed*

The fees will be used to fund the WWTP and WW conveyance facilities that are necessary to serve the increased development in the City. New development requires new or upsized conveyance lines to collect wastewater flows from new development, as well as increased capacity at the treatment plant to treat the increased flows. Wastewater fees are calculated based on the amount of wastewater each new residential and non-residential development is expected to generate. These calculations are shown in **Table 7-4, Table 7-5, Table 7-6, Table 7-7, and Table 7-8.**

4. *Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.*

Each new residential and non-residential development requires the addition of new or upsized conveyance lines to serve new development within the City. New development also generates additional wastewater flows that must be conveyed to the wastewater treatment plant and then treated before it can be released into the river. Each new development pays an impact fee based on the amount of wastewater it is expected to generate. These calculations are shown in **Table 7-4, Table 7-5, Table 7-6, Table 7-7, and Table 7-8.**

5. *Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.*

The wastewater improvements that are required to serve new development are shown in **Table 7-2 and Table 7-3.** Each land use pays their fair share of costs based on the estimated average daily flow generated. The WWTP Fee and WW Conveyance Fee calculations are shown in **Table 7-4, Table 7-5, Table 7-6, Table 7-7, and Table 7-8.** This fee methodology ensures that each land use only pays for their fair share of the WWTP and WW conveyance facilities based on the amount of wastewater generated by that land use.

8. GROUP 75: WATER IMPROVEMENTS

BACKGROUND

The Core Fee program area will pay a water impact fee at building permit issuance for CIP projects described in this section. The Water Fee is calculated based on combining the remaining project costs identified in the adopted water technical studies for each of the specific plan areas. Following is a summary of these adopted reports:

- “Water System Analysis for the City of Tracy’s Undeveloped Infill Properties” by West-Yost & Associates, October 24, 2011.
- “Northeast Industrial Water System Analysis-Final Technical Memorandum” by West-Yost & Associates, September 28, 1999.
- “Water System Analysis for the Northeast Industrial Phase II Development Mitigation Fee Justification (AB 1600 Report)” by West-Yost & Associates, February 14, 2005.
- “Plan C Water System Analysis” by West-Yost & Associates, February 24, 1998.
- “Edgewood Subdivision Water System Analysis” by West-Yost & Associates, June 4, 1999.
- “Reconciliation Report for Developer Funded Water Capital Improvement Projects,” by Harris & Associates dated June 2001.
- “Wastewater System Analysis for Presidio” by CH2MHill, December 20, 1999.
- “South Industrial Specific Plan Water System Analysis-Technical Memorandum” by West-Yost & Associates, October 2008.
- “South MacArthur Water System Analysis Final Technical Memorandum” by West-Yost & Associates, June 14, 1999.

FEE SUMMARY

The Core Fee Program obligation towards Group 75 water improvements is \$5,715,449.

Table 8-1 summarizes the Water Fee. The old FIP areas of NEI I, NEI II, Plan C (except Edgewood), and ISP South will have reduced fees as noted below:

- Bond proceeds from NEI I funded a portion of their water improvements and thus will only be required to pay 15% of the Core Fees Water Fee.
- Bond proceeds from NEI II funded a portion of their water improvements and thus will only be required to pay 45% of the Core Fees Water Fee
- Plan C, except for Edgewood, financed the water supply, treatment, storage, and distribution through bond proceeds from Community Facilities District 98-1. As such,

only Plan C Edgewood development will pay the Core Fees Water Fee and the remaining Plan C properties are exempt from the Water Fee.

- ISP South land uses for residential will pay the full Core Fees Water Fee and non-residential will pay 46% of the Core Fees Water Fee. The water treatment and supply for the original ISP South development was funded through AD 87-3, but due to change in land use from non-residential to high density residential, the residential land uses are responsible for purchasing water supply and treatment.

Table 8-1: Water Fee

Land Use Type	Water Fee ^(1, 2, 3, 4, 5, 6)	
<u>Residential</u>	<i>Per DU</i>	
SFR	\$	6,047
MFR (attached 2-4)	\$	4,354
HDR (attached 4+)	\$	3,084
<u>Non-Residential</u>	<i>Per Acre</i>	
Office	\$	18,867
Commercial / Retail	\$	25,156
Industrial	\$	18,867

Notes:

- 1) NEI I bond funded 85% of water projects and will only be obligated to pay 15% of the Core Fees Water Fee.
- 2) NEI II bond funded 55% of water projects and will only be obligated to pay 45% of the Core Fees Water Fee.
- 3) Plan C, except for Edgewood, bonded for water facilities and will not pay the Water Fee. Only Edgewood will pay the Core Fees Water Fee.
- 4) ISP South residential will pay the full Core Fees Water Fee and non-residential will pay 46% of the Core Fees Water Fee. The water treatment and supply for the original ISP South development was funded through AD 87-3, but due to change in land use from non-residential to high density residential, the residential land uses are responsible for purchasing additional water supply and treatment.
- 5) Fees do not include program management. The program management is separated into its own fee.
- 6) ADU's larger than 750 SF pay a fee proportional to the primary dwelling unit. (Calculated by multiplying the SFR fee by the ADU SF divided by the primary DU SF). ADU's smaller than 750 SF are exempt from paying impact fees.

PROJECT SUMMARY

Table 8-2 shows the CIP projects that are to be funded through the Water Fee.

Table 8-2: Water Fee Facilities Breakdown Summary

CIP # ⁽¹⁾	Project	Description	Remaining Project Cost ⁽²⁾
75085	Water Transmission Line 20 in (Lammers Rd between Jackson Ave. and Redbridge Rd.)	Install 4,792 LF 20" transmission line in Lammers Rd., between Jackson Ave and Redbridge Rd. (Share is 4% of the total)	\$ 96,356
75PP-095	Back-Up Generator	2.0 mgd backup generator for one of the City's existing groundwater wells to provide emergency supply from the groundwater basin	\$ 694,954
75PP-099	Groundwater Conjunctive Use Study	Study to determine proportionate shares of the Groundwater Management Plan Study.	\$ 193,264
75PP-861	Reimbursement to King & Lyon & Safeway	Reimbursement.	\$ 878,580
75PP-XXX	John Jones Water Treatment Plant Expansion	Reimbursement to the City for fair share of completed work of the expanded plant from 15 mgd to 30 mgd.	\$ 1,030,050
75PP-XXX	Linne Road Reservoir and Booster Pump Station	Construct a 7.2 mgd facility.	\$ 2,440,514
75PP-XXX	Supply Transfer with Storage in Semi Tropic Water Bank	Pays for 1% of the cost of project, which confirms the reliability of water supply from the Westside and Banta Carvana Irrigation Districts.	\$ 381,731
		Total:	\$ 5,715,449

Notes:

1) 75PP-XXX designates a project that will need a CIP number assigned to it.

2) The 5% program management mark-up is not included in the project cost and will be funded through the Program Management Fee summarized in the Group 79: Program Management section.

FEE METHODOLOGY

The Water Fee is calculated by taking the remaining project costs, subtracting out the fund balance and then dividing it by the total water demand expressed in EDUs. This calculation is shown in **Table 8-3**. The water fund has a negative balance due to NEI funding their entire fair share up front.

Table 8-3: Water Fee per EDU Calculation

Description	Total
Total Cost: \$	5,715,449
Less: Fund Balance ⁽²⁾ : \$	(5,681,214)
Less: Fees to be Collected ⁽¹⁾ : \$	336,654
Remaining Cost: \$	11,060,009
Total EDU:	1,829
Fee Per EDU: \$	6,047.03

Notes:

1) The fees to be collected consist of the fees from the existing I-205 Finance Plans that are locked into finance plans and cannot be updated and thus will pay their finance plan fees.

2) The fund balance is negative due to NEI water funds being expended for the Water Treatment Plant Expansion.

The EDU is the estimated average annual water demand for a single family residential development. The water required by each land use is converted into an EDU equivalent, which is the estimated average water demand for each land use as compared to the average water demand of a single family unit. This calculation is shown in **Table 8-4**.

Table 8-4: Water Fee EDU Calculation

Land Use Type	Total Dwelling Units or Net Acres ^(1, 2, 3)	Water Demand Factor ⁽⁴⁾	EDU	Total EDU
Residential				
SFR	161 du	429 gpd/du	1.00 per du	161
MFR (attached 2-4)	282 du	310 gpd/du	0.72 per du	203
HDR (attached 4+)	1,252 du	220 gpd/du	0.51 per du	638
Non-Residential				
Office	30 ac	1,339 gpd/ac	3.12 per ac	92
Commercial / Retail	50 ac	1,785 gpd/ac	4.16 per ac	208
Industrial	169 ac	1,339 gpd/ac	3.12 per ac	526
Total:				1,829

Notes:

1) NEI I bond funded 85% of water projects and will only be obligated to pay 15% of the Core Fees Water Fee. The land uses have been reduced accordingly.

2) NEI II bond funded 55% of water projects and will only be obligated to pay 45% of the Core Fees Water Fee. The land uses have been reduced accordingly.

3) ISP South residential will pay the full Core Fees Water Fee and non-residential will pay 46% of the Core Fees Water Fee. The water treatment and supply for the original ISP South development was funded through AD 87-3, but due to change in land use from non-residential to high density residential, the residential land uses are responsible for purchasing additional water supply and treatment. The land uses have been reduced accordingly.

4) The water demand factors are based on the "City of Tracy Citywide Water System Master Plan" prepared by West Yost Associates, December 2012.

The Water Fee by land use is calculated by multiplying the fee per EDU by the EDU factor as shown in **Table 8-5**.

Table 8-5: Water Fee Calculation

Land Use Type	EDU	Fee Per EDU	Water Fee ^(1, 2, 3, 4, 5) (Rounded)
<u>Residential</u>			<i>per DU</i>
SFR	1.00 per du	\$ 6,047.03	\$ 6,047
MFR (attached 2-4)	0.72 per du	\$ 6,047.03	\$ 4,354
HDR (attached 4+)	0.51 per du	\$ 6,047.03	\$ 3,084
<u>Non-Residential</u>			<i>per ac</i>
Office	3.12 per ac	\$ 6,047.03	\$ 18,867
Commercial / Retail	4.16 per ac	\$ 6,047.03	\$ 25,156
Industrial	3.12 per ac	\$ 6,047.03	\$ 18,867

Notes:

- 1) NEI I bond funded 85% of water projects and will only be obligated to pay 15% of the Core Fees Water Fee. The land uses have been reduced accordingly.
- 2) NEI II bond funded 55% of water projects and will only be obligated to pay 45% of the Core Fees Water Fee. The land uses have been reduced accordingly.
- 3) ISP South residential will pay the full Core Fees Water Fee and non-residential will pay 46% of the Core Fees Water Fee. The water treatment and supply for the original ISP South development was funded through AD 87-3, but due to change in land use from non-residential to high density residential, the residential land uses are responsible for purchasing additional water supply and treatment. The land uses have been reduced accordingly.
- 4) Water Fees are rounded to the nearest dollar. Total fee revenue may differ due to rounding.
- 5) ADU's larger than 750 SF pay a fee proportional to the primary dwelling unit. (Calculated by multiplying the SFR fee by the ADU SF divided by the primary DU SF). ADU's smaller than 750 SF are exempt from paying impact fees.

NEXUS REQUIREMENT SUMMARY

The Water Fee component of the Core Fees meets the Mitigation Fee Act Nexus Requirements, as described in this section.

1. *Identify the purpose of the fee.*

The purpose of the Water Fee is to fund the water conveyance, water supply, and water treatment facilities that are necessary to provide water to future development in the Core Fee program area. In order to accommodate this increased demand, new facilities must be built and/or existing facilities expanded.

2. *Identify the use to which the fee is to be put.*

The fee will be used to fund the water projects shown in **Table 8-2**. These water projects were identified through technical studies as the facilities required to mitigate the impact of new development in the Core Fee program area of the City to ensure that the new development would have adequate water supply and pressure.

3. ***Determine how there is a reasonable relationship between the fees use and the type of development project on which the fee is imposed***

The Water Fee will be used to fund the new water facilities and improvements that are necessary to serve the increase in residents and businesses due to new development in the Core Fee program area of the City. The fee for each development project is calculated based on the estimated water use of each development. This correlation ensures that the fee is equal to the need generated by that specific project. This calculation is shown in **Table 8-3, Table 8-4, and Table 8-5.**

4. ***Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.***

New development requires the addition of new or upsized water lines to serve the increased residents and businesses within the City and to ensure that the required water pressure can be met. In addition, new water supply must be secured to meet the water needs of the new development and this water must be treated. Each new residential and non-residential development pays an impact fee based on the amount of water it is expected to use. This calculation is shown in **Table 8-3, Table 8-4, and Table 8-5.**

5. ***Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.***

The water improvements required to serve new development are shown in **Table 8-2.** Each land use pays their fair share of costs based on the estimated average daily demand for water. The water fee calculation is shown in **Table 8-3, Table 8-4, and Table 8-5.** The fee methodology ensure that each land use only pays for their fair share of the water improvements based on the amount of water required by that land use.

9. GROUP 76: STORM DRAINAGE IMPROVEMENTS

BACKGROUND

The Core Fee program area will pay storm drainage impact fees at building permit issuance for CIP projects described in this section. The Storm Drainage Fee is calculated based on combining the remaining costs of the projects identified in the adopted storm drainage technical studies for each of the specific drainage zones. Following is a summary of these adopted reports:

- “Plan C Storm Drainage Analysis Update” by Stantec Consulting, May 2000.
- “Storm Drainage Analysis - Infill Properties” by Storm Water Consulting, Inc. and Stantec, August 2011.
- “Updated Storm Drainage Technical Report for the South ISP Sub-Basin” by Storm Water Consulting, Inc., October 2008.
- “Storm Drainage Analysis and Fee Justification Study for Presidio Sub-Basin Area” by Cella Barr & Associates, October 1999.
- “Storm Drainage Analysis for South MacArthur Planning Area” by Cella Barr & Associates, February 1999.
- “Citywide Storm Drainage Master Plan Impact Fee Analysis for New Impact fee Program Areas” by Stantec, November 2013.
- “Storm Drainage Impact Fee Study NEI and Eastside Industrial” by Harris & Associates, March 2018.
- “Storm Drainage Technical Report for the Downtown Specific Plan Area” by Storm Water Consulting Inc. and Stantec, July 2008.

FEE SUMMARY

Table 9-1 summarizes the Storm Drainage Fee. A map of the City storm drainage planning areas is shown in **Appendix D**. NEI I and NEI II, and SMPA will pay a different storm drainage fee as noted below:

- NEI I and NEI II will pay the current Master Plan Fees for the Northeast Industrial Drainage Shed. The Northeast Industrial Drainage Shed fees were updated in the study “Storm Drainage Impact Fee Study NEI and Eastside Industrial” by Harris & Associates adopted by City Council on October 2, 2018 through Resolution No. 2018-204 and updated by ENR concurrently with the Master Plan Fees in 2020 and on July 1, 2021. There are no further updates to the NEI Storm Drainage Fees as part of this report.
- SMPA will help fund the South MacArthur Sub-basin and as such will pay the current Master Plan fees for South MacArthur and Rocha Storm Drainage shed. The South MacArthur and Rocha Storm Drainage Fees were calculated in the “Citywide Storm Drainage Master Plan Impact Fee Analysis for New Impact fee Program Areas” by Stantec adopted by City Council on January 7, 2014 through Resolution No. 2014-10. The fees

were updated by ENR concurrently with the Master Plan Fees in 2018, 2019, 2020, and on July 1, 2021. There are no further updates to the South MacArthur and Rocha Storm Drainage Fees.

Table 9-1: Storm Drainage Fee Summary

Land Use Type	Storm Drainage (1, 2, 3, 4)	
<u>Residential</u>	<i>Per DU</i>	
SFR	\$	2,263
MFR (attached 2-4)	\$	1,503
HDR (attached 4+)	\$	1,346
<u>Non-Residential</u>	<i>Per Acre</i>	
Office	\$	35,063
Commercial / Retail	\$	35,063
Industrial	\$	35,063

Notes:

- 1) NEI I and NEI II will not pay the Core Fees Storm Drainage Fee. Through the study "Storm Drainage Impact Fee Study NEI and Eastside Industrial" by Harris & Associates, adopted by City Council on 10/02/2018 through Resolution No. 2018-204, NEI I and NEI II will pay the current Master Plan Fees for the Northeast Industrial Drainage Shed.
- 2) SMPA will help fund the South MacArthur Sub-basin and as such will pay the current Master Plan fees for South MacArthur and Rocha Storm Drainage shed.
- 3) Fees do not include program management. The program management is separated into its own fee.
- 4) ADU's larger than 750 SF pay a fee proportional to the primary dwelling unit. (Calculated by multiplying the SFR fee by the ADU SF divided by the primary DU SF). ADU's smaller than 750 SF are exempt from paying impact fees.

PROJECT SUMMARY

Table 9-2 shows the CIP projects that are to be funded through the Storm Drainage Fee.

Table 9-2: Storm Drainage Projects

CIP # ⁽¹⁾	Project	Description	Remaining Project Cost ⁽²⁾
76PP-073	Detention Basin 12	Construct 4 AF detention basin and outlet structure. Includes purchase of 2 AC of land.	\$ 511,501
76PP-074	Lowell Detention Basin	Construct 14 AF detention basin and 36" circular opening outlet structure with trash rack. Includes purchase of 3.5 AC of land.	\$ 1,001,729
76PP-075	Storm Drain Improvement (Tracy Blvd and 12th St)	3,300 LF of 18" Storm drainage in 12th St. between Harding and Tracy, 2,300 LF of 24" Storm drainage in Tracy Blvd from Lowell to Grant Line Rd. Cost includes \$150,000 for dewatering during construction.	\$ 1,496,963
76045	Detention Basin 2A (Zone 2)	Detention basin 2A (Zone 2) 24" along Gandy Dancer Drive and 24" on Valpico Road. The detention basin is complete.	\$ 628,727
76066 / 76081	Detention Basin 2B (Zone 1)	New Detention Basin 2B pump station and force main outfalls with components. Including 1,090 LF of 24" SD, 140 LF of 30" SD, 2,250 LF of 36" SD, 160 LF of 42" SD, and 60 LF of 42" SD Bore & Jack to connect pipeline to drainage basin 2B. Also includes WSID and UPTC crossing agreements and land acquisition for DET 2B expansion and 24" and 36" SD easements.	\$ 5,855,822
76PP-036	Reimbursement to RSP	Excess capacity was created in the RSP for the Storm Drainage facilities for the Westside and Eastside Watersheds. Certain Plan C properties will benefit from these improvements and will fund their share of reimbursement amount per unit (or acre).	\$ 4,495,693
76PP-XXX	Reimbursement to Westside Outfall	Presidio's share of improvements for the Westside Outfall storm drainage facilities.	\$ 835,403
76PP-XXX	Presidio's share of Yellow Zone Drainage Improvements	Presidio's share of Plan C Yellow Zone improvements, including reimbursement to RSP.	\$ 76,783
76PP-XXX	Presidio's share of Purple Zone Drainage Improvements	Presidio's share of Plan C Purple Zone improvements, including reimbursement to RSP.	\$ 253,644
76PP-XXX	Detention Basin 1A	Construct 14 AF detention basin. Includes purchase of 5.1 AC of land and excavation (14 AF + 4 AF add'l excavation). Pays fair share of the cost.	\$ 446,233
76PP-XXX	Detention Basin V	Construct 2 AF detention basin. Includes purchase of 1.5 AC of land and excavation (2 AF + 1 AF add'l excavation). Pays fair share of the cost.	\$ 120,328
76PP-XXX	DET 1A Pump Station	DET 1A will be drained by a new pump station having a discharge capacity of 2 cfs that will discharge via a 750 LF 12" SDFM to an existing 15" SD that crosses the existing UPTC ROW along the alignment of C St. Pays fair share of the cost.	\$ 234,113
76PP-XXX	DET V Pump Station	DET V will be drained by a new pump station having a discharge capacity of 2 cfs that will discharge via a 400 LF 12" SDFM to an existing 18" SD in Beechnut Ave at Tracy Blvd. At the time of actual design, the feasibility of using a gravity outfall to the 18" SD in Beechnut Ave at Tracy Blvd should be explored. Pays fair share of the cost.	\$ 180,832
76PP-XXX	Storm Drain system to serve Sub-Basin 1A	New storm drain system: 1,230 LF 18" SD in Mt. Oso Ave from Central Ave (intercepting flows from a existing drain line in Central Ave) west to the alignment of West Ave, 760 LF 18" SD from Mt. Oso Ave to Mt. Diablo Ave along the projected alignment of West Ave, 990 LF 24" SD in West Ave between Mt. Diablo Ave and 4th Street, 960 LF 18" SD extending along 4th St from east of Tracy Blvd to West St, 950 LF 24" SD extending along 4th St from C St to West St, and 100 LF 30" SD extending north across existing UPTC ROW (including a jack and bore crossing of an existing railroad track) to the proposed location of a new joint-use "linear parkway" detention basin serving Sub-basin 1a (DET 1A). Pays fair share of the cost.	\$ 336,551
76PP-XXX	Storm drain system to serve Sub-basins 5a and 5b	New drain system: 510 LF 18" SD in Tracy Blvd from 10th St to 11th St, 860 LF 24" SD in 11th St from Tracy Blvd east to Bessie Ave, 870 LF 24" SD in West St between 9th St and 11th St, 810 LF 30" SD extending west in 11th St from West St to Bessie Ave, and 1,290 LF 30" SD extending north in Bessie Ave from 11th St, connecting to an existing 36" SD at Eaton Ave. Pays fair share of the cost.	\$ 347,625
76PP-XXX	18" Storm Drain Downtown Improvements (11th Street, east of Lincoln Blvd.)	1,080 LF 18" SD extending west in 11th St from 10th St to connect with an existing 30" SD at Lincoln Blvd, serving Sub-basin W. Pays fair share of the cost.	\$ 51,394
76PP-XXX	18" Storm Drain Downtown Improvements (9th St., E St. to East St.)	730 LF of 18" SD extending west in 9th St from East St to E St, connecting with existing storm drains at the E St/9th Str intersection. Pays fair share of the cost.	\$ 34,739
Total:			\$ 16,908,080

Notes:

1) 76PP-XXX Designates a project that will need a CIP number assigned to it

2) The 5% program management mark-up is not included in the project cost and will be funded through the Program Management Fee summarized in the Group 79: Program Management section.

FEE METHODOLOGY

The Storm Drainage Fee is calculated by taking the storm drainage project costs, subtracting out the fund balance, and then dividing it by the total impervious area as shown in **Table 9-3**.

Table 9-3: Drainage Cost Calculation

Description	Total Cost
Total Cost:	\$ 16,908,080
Less: Fund Balance:	\$ 8,498,750
Less: Fees to be Collected ⁽¹⁾ :	\$ 10,272
Cost Remaining:	\$ 8,399,058
Total Impervious Area (Ac):	156.6
Fee per Impervious Acre:	\$ 53,633.83

Notes:

1) The fees to be collected consist of the fees from the existing I-205 Finance Plans that are locked into finance plans and cannot be updated and thus will pay their finance plan fees.

The total impervious area is calculated by taking the percent impervious for each land use multiplied by the total acres for each land use. This calculation is shown in **Table 9-4**.

Table 9-4: Impervious Area

Land Use Type	Remaining Land Use ^(1, 2)	Residential Densities	Total Acres	Percent Impervious ⁽³⁾	Impervious Acres
<u>Residential</u>					
SFR	161 du	4.35 DU/ac	36.9 ac	16%	5.9 ac
MFR (attached 2-4)	282 du	9.00 DU/ac	31.4 ac	22%	6.9 ac
HDR (attached 4+)	1,252 du	18.75 DU/ac	66.8 ac	41%	27.4 ac
<u>Non-Residential</u>					
Office	51.5 ac	N/A	51.5 ac	57%	29.3 ac
Commercial / Retail	52.2 ac	N/A	52.2 ac	57%	29.7 ac
Industrial	100.5 ac	N/A	100.5 ac	57%	57.3 ac
Total:			339.2 ac		156.6 ac

Notes:

- 1) NEI I and NEI II will not pay the Core Fees Storm Drainage Fee. Through the study "Storm Drainage Impact Fee Study NEI and Eastside Industrial" by Harris & Associates, adopted by City Council on 10/02/2018 through Resolution No. 2018-204, NEI I and NEI II will pay the current Master Plan Fees for the Northeast Industrial Drainage Shed. The land uses have not been included.
- 2) The APN Nos. 253-100-14, 253-110-27, and 253-110-28 will discharge to an adjacent gravel extraction site or to an onsite retention facility and APN Nos. 253-110-08 and 253-110-09 will drain to an existing, low-lying quarry areas. As such, 91.69 acres of industrial have not been included.
- 3) The percent of impervious area is based on the City of Tracy Citywide Storm Drainage Master Plan, dated November 2013.

The Storm Drainage Fee per land use is calculated by multiplying the fee per impervious area by the percent impervious for each land use. The residential land use fees are converted to a fee per dwelling unit using the residential densities, as shown in **Table 9-5**.

The Outfall Fee is based on the Infill Outfall Fee adopted through Resolution No. 2012-060 on April 3, 2012. This Outfall fee funds components of the City's Westside Outfall Project, City's Eastside Channel system, and WSID Main Drain. The Outfall Fee has been escalated to June 2021 based on the ENR Construction Cost Index for the San Francisco Region.

Table 9-5: Storm Drainage Fee Calculation

Land Use Type	Residential Densities	Percent Impervious ⁽³⁾	Fee Per Impervious Acre	Storm Drainage Fee (Rounded) (1, 2, 5, 6)	Outfall Fees (Rounded) (1, 2, 4, 5, 6)	Total Storm Drainage Fee (Rounded) (1, 2, 5, 6)
<u>Residential</u>				<i>per DU</i>	<i>per DU</i>	<i>per DU</i>
SFR	4.35 DU/ac	16%	\$ 53,633.83	\$ 1,973	\$ 290	\$ 2,263
MFR (attached 2-4)	9.00 DU/ac	22%	\$ 53,633.83	\$ 1,311	\$ 192	\$ 1,503
HDR (attached 4+)	18.75 DU/ac	41%	\$ 53,633.83	\$ 1,173	\$ 173	\$ 1,346
<u>Non-Residential</u>				<i>per ac</i>	<i>per ac</i>	<i>per ac</i>
Office	N/A	57%	\$ 53,633.83	\$ 30,571	\$ 4,492	\$ 35,063
Commercial / Retail	N/A	57%	\$ 53,633.83	\$ 30,571	\$ 4,492	\$ 35,063
Industrial	N/A	57%	\$ 53,633.83	\$ 30,571	\$ 4,492	\$ 35,063

Notes:

- 1) NEI I and NEI II will not pay the Core Fees Storm Drainage Fee. Through the study "Storm Drainage Impact Fee Study NEI and Eastside Industrial" by Harris & Associates, adopted by City Council on 10/02/2018 through Resolution No. 2018-204, NEI I and NEI II will pay the current Master Plan Fees for the Northeast Industrial Drainage Shed. The land uses have not been included.
- 2) The APN Nos. 253-100-14, 253-110-27, and 253-110-28 will discharge to an adjacent gravel extraction site or to an onsite retention facility and APN Nos. 253-110-08 and 253-110-09 will drain to an existing, low-lying quarry areas. As such, 91.69 acres of industrial have not been included.
- 3) The percent of impervious area is based on the City of Tracy Citywide Storm Drainage Master Plan, dated November 2013.
- 4) The Outfall Fees adopted through Resolution No. 2012-0600 on April 3, 2012 have been ENR'd to June 2021.
- 5) Fees are rounded to the nearest dollar. Total fee revenue may differ due to rounding.
- 6) ADU's larger than 750 SF pay a fee proportional to the primary dwelling unit. (Calculated by multiplying the SFR fee by the ADU SF divided by the primary DU SF). ADU's smaller than 750 SF are exempt from paying impact fees.

NEXUS REQUIREMENT SUMMARY

The storm drainage development impact fee component of the Core Fees meets the Mitigation Fee Act Nexus Requirements, as described in this section.

1. *Identify the purpose of the fee.*

The purpose of the Storm Drainage Fee is to fund the storm drainage facilities and improvements needed to serve new development within the Core Fees drainage area. As each new development is built, the amount of impervious area is increased, thus generating more storm water runoff that must be mitigated. Additional storm drainage lines, storm drainage basins, and outfall improvements will be required in order to mitigate the increase in storm water run-off.

2. *Identify the use to which the fee is to be put.*

The Storm Drainage Fee will be used to fund the storm drainage projects shown in **Table 9-2**. These projects include pipes, storm drainage basins, outfall projects, and channels identified as the facilities required to mitigate the impact of the new developments within the Core Fees drainage shed area.

3. *Determine how there is a reasonable relationship between the fees use and the type of development project on which the fee is imposed*

As new residential and non-residential facilities develop and create impervious area, additional runoff is generated which creates the need for new storm drainage pipes, basins, channels and outfalls to collect, detain and release storm water. The fees collected from the new development will be used to fund the improvements necessary to mitigate the increase in storm water from these new developments within the storm drainage shed area, as identified in technical studies. The projects funded by the Storm Drainage Fee are shown in **Table 9-2**.

4. *Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.*

New residential and non-residential development will create additional runoff directly creating the need for new storm drainage facilities and improvements. The Storm Drainage Fee is directly correlated to the runoff created by the residential and non-residential development based on additional impervious area. The fee funds each development's fair-share of the total cost of facilities within that shed area. These calculations are shown in **Table 9-3**, **Table 9-4**, and **Table 9-5**.

5. *Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.*

The storm drainage improvements required to serve new development in the Core Fees Area are shown in **Table 9-2**. The total cost less the fund balance is divided by the total impervious acres within the shed to obtain the cost per impervious acre. This cost per impervious acre is then equated back to each land use as a fee based on the impervious percentage for that land use. The residential densities are then used to convert the residential fees to a fee per dwelling unit. These calculations are shown in **Table 9-3**, **Table 9-4**, and **Table 9-5**. This fee calculation methodology ensure that each land use only pays for their fair-share of the storm drainage improvements based on the amount of runoff generated by that land use.

10. GROUP 78: PARKS & RECREATION IMPROVEMENTS

BACKGROUND

Residential development in the Core Fee program area will pay a parks and recreation improvement development impact fee at building permit issuance for the CIP projects described in this section. The Park Fee is based on combining the remaining costs for the projects identified in the adopted park technical study for each of the specific plan areas. New development funds three acres of neighborhood parks and one acre of community park per 1,000 new residents. Following is a summary of these adopted reports:

- “Plan C Properties Park Impact Fee Justification Study” by David Volz Design, May 1998.
- “ISP-South Planning Area Park Impact Fee Justification Community Park Fee Only” by David Volz Design, September 2000 and updated on October 21, 2008 by Resolution Number 2008-223.
- “Infill Development Park Impact Fee Justification Study” by David Volz Design, July 5, 2001.
- “South MacArthur Planning Area Park impact fee justification study” by David Volz, June 1999.
- “The Annexation and Development Agreement” Exhibit “E” Presidio Planning Area park requirement analysis adopted by the City Council, October 19, 1999.

FEE SUMMARY

The estimated cost for projects related to Neighborhood Parks is \$9,231,138 and Community Parks is \$3,278,597, for a total of \$12,509,735.

Table 10-1 summarizes the Park Fee.

Table 10-1: Park Fee Summary

Land Use Type	Neighborhood Park Fee (1, 2)	Community Park Fee (1, 2)	Total Parks Fee (1, 2)
Residential	<i>(Per DU)</i>	<i>(Per DU)</i>	<i>(Per DU)</i>
SFR	\$ 6,100	\$ 1,159	\$ 7,259
MFR (attached 2-4)	\$ 4,991	\$ 949	\$ 5,940
HDR (attached 4+)	\$ 4,067	\$ 773	\$ 4,840

Notes:

- 1) Fees do not include program management. The program management is separated into its own fee.
- 2) ADU's larger than 750 SF pay a fee proportional to the primary dwelling unit. (Calculated by multiplying the SFR fee by the ADU SF divided by the primary DU SF). ADU's smaller than 750 SF are exempt from paying impact fees.

PROJECT SUMMARY

Table 10-2 shows the neighborhood parks and community parks that are to be funded through the Park Fee. Only Infill, ISP South, and Plan C have residential development remaining. Generally, a developer will build their own neighborhood parks and receive credit against the fees for that component, therefore it is assumed that the funds shown below for neighborhood parks will not be collected. The City will assign the funding to parks as appropriate park sites are identified.

Table 10-2: Park Fee Breakdown by Facility

CIP # ⁽¹⁾	Project	Remaining Project Cost ⁽²⁾
78PP-XXX	Future Community Park ⁽³⁾	\$ 3,278,597
78PP-XXX	13.9 acres of Neighborhood Park	\$ 9,231,138
	Total:	\$ 12,509,735

Notes:

- 1) 78PP-XXX designates a project that will need a CIP number assigned to it.
- 2) The 5% program management mark-up is not included in the project cost and will be funded through the Program Management Fee summarized in the Group 79: Program Management section.
- 3) The funds used for Legacy Fields as of 06/30/20 have been removed from the Community Park cost.

FEE METHODOLOGY

The Park Fee is calculated by taking the remaining project costs, subtracting out the fund balance and then dividing it by the number of new residents. This calculation is shown in **Table 10-3** below.

Table 10-3: Park Fee Cost per Resident Calculation

Description	Neighborhood Park	Community Park	Total
Total Cost:	\$ 9,231,138	\$ 3,278,597	\$ 12,509,735
Less: Fund Balance:	\$ 1,753,951	\$ 1,857,542	\$ 3,611,493
Remaining Cost:	\$ 7,477,187	\$ 1,421,055	\$ 8,898,242
Resident Equivalent:	4,045	4,045	
Cost per Resident:	\$ 1,848.50	\$ 351.31	\$ 2,199.81

The residents are determined by multiplying the number of units remaining by the average number of residents for that unit type, as shown in **Table 10-4**.

Table 10-4: Resident Equivalent Calculation

Land Use	Number of Units	Residents Per Units	Residents
<u>Residential</u>			
SFR	161	3.30	530
MFR (attached 2-4)	282	2.70	762
HDR (attached 4+)	1,252	2.20	2,754
Total			4,045

The Neighborhood Park Fee and the Community Park Fee per residential land use is calculated by multiplying the cost per resident by the average number of residents per unit type, as shown in **Table 10-5** and **Table 10-6**.

Table 10-5: Neighborhood Park Fee Calculation

Land Use	Residents Per Units	Neighborhood Park Cost Per Resident	Neighborhood Park Fee (Rounded) ^(1, 2)
<u>Residential</u>			<i>per DU</i>
SFR	3.30	\$ 1,848.50	\$ 6,100
MFR (attached 2-4)	2.70	\$ 1,848.50	\$ 4,991
HDR (attached 4+)	2.20	\$ 1,848.50	\$ 4,067

Note:

1) Neighborhood Park Fees are rounded to the nearest dollar. Total fee revenue may differ due to rounding.

2) ADU's larger than 750 SF pay a fee proportional to the primary dwelling unit. (Calculated by multiplying the SFR fee by the ADU SF divided by the primary DU SF). ADU's smaller than 750 SF are exempt from paying impact fees.

Table 10-6: Community Park Fee Calculation

Land Use	Residents Per Units	Community Park Cost Per Resident	Community Park Fee (Rounded) ^(1, 2)
<u>Residential</u>			<i>per DU</i>
SFR	3.30	\$ 351.31	\$ 1,159
MFR (attached 2-4)	2.70	\$ 351.31	\$ 949
HDR (attached 4+)	2.20	\$ 351.31	\$ 773

Notes:

1) Community Park Fees are rounded to nearest dollar. Total fee revenue may differ due to rounding.

2) ADU's larger than 750 SF pay a fee proportional to the primary dwelling unit. (Calculated by multiplying the SFR fee by the ADU SF divided by the primary DU SF). ADU's smaller than 750 SF are exempt from paying impact fees.

NEXUS REQUIREMENT SUMMARY

The Park Fee component of the Core Fees meets the Mitigation Fee Act Requirements, as described in this section.

1. *Identify the purpose of the fee.*

The purpose of the Park Fee is to fund the park and recreation needs generated by new development and growth in the City. Each new resident creates a demand for additional park and recreation facilities such as neighborhood parks and community parks. The City's adopted standard is to provide three acres of Neighborhood Park and one acre of Community Park for each 1,000 new residents. In order to accommodate these needs, new parks will be built and/or existing parks will be expanded. **Table 10-2** shows the projects that are being funded with this fee to mitigate these impacts.

2. *Identify the use to which the fee is to be put.*

The Park Fee will be used to fund new park development as shown in **Table 10-2**. Park expansion is necessary to meet the City's adopted standards of three new acres of neighborhood parks and one acre of community parks for each 1,000 new residents. The location of the neighborhood parks will be determined based on the location of the new development projects as they are typically located within each development.

3. *Determine how there is a reasonable relationship between the fees use and the type of development project on which the fee is imposed.*

The fee will be used to fund new neighborhood and community parks that are necessary to serve the increased residents in the City. The fee for each residential development project is calculated based on the estimated number of new residents that are generated by the new development. This correlation ensures that the fee amount is equal to the need generated by the project. This calculation is shown in **Table 10-3** and **Table 10-4**. Non-residential development does not pay the park fee as these land uses generally do not directly benefit from the parks.

4. *Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.*

Each new residential development is anticipated to generate new residents. The addition of new residents creates the need for new neighborhood and community parks to maintain the City's level of service standard. The fee is directly correlated to the number of residents each new development is expected to generate. This calculation is shown in **Table 10-5** and **Table 10-6**. Non-residential development does not pay for parks as non-residential development do not generate demand for park facilities.

5. *Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.*

The Park Fee will fund the park and recreational facilities that are required to serve the new development in the City. These facilities and estimated costs are shown in **Table 10-2**. This total cost is spread to each land use based on the number of residents that the land use will generate as shown in **Table 10-4**. By spreading the fee based on the number of residents, each new residential unit is paying only their fair share of the required facilities. Non-residential land uses will not be allocated a cost as these land uses generally do not generate enough demand for these type of facilities.

II. GROUP 79: PROGRAM MANAGEMENT

A Program Management Fee of five percent (5%) is collected to fund the implementation and oversight of the fee program. Monies collected through this fee will be collected in a separate fund under Group 79 Program Management.

Table 11-1 summarizes the Program Management Fee.

Table 11-1: Program Management Fee

Land Use Type ^(1,2)	Program Management								Total Program Management Fee
	Public Facilities	Public Safety	Traffic	Wastewater Treatment Plant	Wastewater Conveyance	Water	Parks	Storm Drainage	
Residential	(per DU)	(per DU)	(per DU)	(per DU)	(per DU)	(per DU)	(per DU)	(per DU)	(per DU)
SFR	\$ 146	\$ 83	\$ 296	\$ 196	\$ 195	\$ 302	\$ 363	\$ 113	\$ 1,694
MFR (attached 2-4)	\$ 119	\$ 68	\$ 142	\$ 161	\$ 160	\$ 218	\$ 297	\$ 75	\$ 1,240
HDR (attached 4+)	\$ 97	\$ 55	\$ 142	\$ 131	\$ 130	\$ 154	\$ 242	\$ 67	\$ 1,018
Non-Residential	(Per Acre)	(Per Acre)	(Per Acre)	(Per Acre)	(Per Acre)	(Per Acre)	(Per Acre)	(Per Acre)	(Per Acre)
Office	\$ 114	\$ 822	\$ 3,866	\$ 996	\$ 988	\$ 943	\$ -	\$ 1,753	\$ 9,482
Commercial / Retail	\$ 46	\$ 329	\$ 5,578	\$ 996	\$ 988	\$ 1,258	\$ -	\$ 1,753	\$ 10,948
Industrial	\$ 25	\$ 183	\$ 3,078	\$ 923	\$ 916	\$ 943	\$ -	\$ 1,753	\$ 7,821

Notes:

- 1) Residential fees are per dwelling unit and non-residential fees are per acre. The non-residential Public Facilities and Public Safety Program Management Fees were converted from per thousand square foot to per acre using the FAR from the Citywide Infrastructure Master Plans.
- 2) ADU's larger than 750 SF pay a fee proportional to the primary dwelling unit. (Calculated by multiplying the SFR fee by the ADU SF divided by the primary DU SF). ADU's smaller than 750 SF are exempt from paying impact fees.

NEXUS REQUIREMENT SUMMARY

The Program Management Fee component of the Core Fees meets the Mitigation Fee Act Requirements, as described in this section.

1. *Identify the purpose of the fee.*

The purpose of the Program Management Fee is to provide the funding necessary to administer the Core Fees. This includes consultant and City staff time related to services such as providing fee quotes, updating the fee program, tracking revenue and expenditures, and preparing annual reports.

2. *Identify the use to which the fee is to be put.*

The Program Management Fee will be used to fund the management and administration of the Core Fees. This includes City staff and consultant time for activities related to fee collection, tracking, and reporting.

3. *Determine how there is a reasonable relationship between the fees use and the type of development project on which the fee is imposed.*

New residents and employees that result from new development increases the demand for new infrastructure and facilities. These will be funded through the Core Fees program, which requires City and Consultant staff time to manage and

administer. These activities will be funded through the Program Management Fee. The Program Management Fee is a five percent (5%) mark-up of the Core Fees as shown in **Table 11-1**.

4. ***Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.***

Each new development adds people or employees to the City and in order to maintain the demand, new general government, recreational facilities, public safety, transportation infrastructure, water, wastewater, and storm drainage facilities must be built. These facilities will be funded through the Core Fees. To ensure these fees for new development are administered according to state law, regular updates, tracking and reporting are required. In addition, City staff must provide fee quotes to new development. To create the funding for these resulting activities, the Program Management Fee based on a five percent (5%) mark-up of the Core Fees as summarized in **Table 11-1**, is being implemented.

5. ***Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.***

The Program Management Fee provides the funding to administer the Core Fees. The City has adopted a policy of collecting a five percent (5%) mark-up on the other fees in order to administer their fee programs. Since this fee is calculated as a mark-up of the other Core Fees as summarized in **Table 11-1**, each land use only pays for their fair-share.

12. IMPLEMENTATION AND ADMINISTRATION

IMPLEMENTATION

According to the California Government Code, prior to levying a new fee or increasing an existing fee, an agency must hold at least one open and public meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, and a statement that the data required by this section is available, shall be mailed at least 14 days prior to the meeting to any interested party who files a written request with the local agency for mailed notice of the meeting on new or increased fees or service charges. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed. At least ten days prior to this meeting, the agency must make data on infrastructure costs and funding sources available to the public. Notice of the time and place of the meeting and a general explanation of the matter are to be published in accordance with Section 6062a of the Government Code, which states that publication of notice shall occur for ten days in a newspaper regularly published once a week or more. The new or increased fees shall be effective no earlier than 60 days following the final action on the adoption or increase of the fees.

A protest can be filed at the time of approval or conditional approval of the development or within 90 days after the date of the imposition of the fees, dedications, reservations, or other exactions to be imposed on a development project. Each local agency shall provide to the project applicant a notice in writing at the time of the approval of the project or at the time of the imposition of the fees, dedications, reservations, or other exactions, a statement of the amount of the fees or a description of the dedications, reservations, or other exactions, and notification that the 90-day approval period in which the applicant may protest has begun. Any party who files a protest may file an action to attack, review, set aside, void, or annul the imposition of the fees, dedications, reservations, or other exactions imposed on a development project by a local agency within 180 days after the delivery of the notice

FEE ADJUSTMENTS

The fees may be adjusted in future years to reflect revised facility standards, receipt of funding from alternative sources (i.e., state or federal grants), revised facilities or costs, or changes in demographics or the land use plan. In addition to such adjustments, the fees will be automatically inflated each year on July 1 based on the Engineering News Record's construction cost index for San Francisco. A complete review of the fees must be completed every five years from the adoption date per California Government Code but it is recommended that the fees be updated more frequently.

The fee categories summarized in this report may not be applicable to specialized development projects in the City. For example, development of a cemetery, golf course, or stadium would not fall under any of the fee categories in this study. For specialized development projects, the City will review the impacts and decide on an applicable fee based on the developments impacts.

FEE PROGRAM ADMINISTRATIVE REQUIREMENTS

The Government Code requires the City to report every year and every fifth year certain financial information regarding the fees. The City must make available within 180 days after the last day of each fiscal year the following information from the prior fiscal year:

1. A brief description of the type of fee in the account or fund.
2. The amount of the fee.
3. The beginning and ending balance in the account or fund.
4. The amount of the fee collected and the interest earned.
5. An identification of each public improvement for which fees were expended and the amount of expenditures.
6. An identification of an approximate date by which time construction on the improvement will commence if it is determined that sufficient funds exist to complete the project.
7. A description of each interfund transfer or loan made from the account and when it will be repaid.
8. Identification of any refunds made once it is determined that sufficient monies have been collected to fund all fee related projects.

The City must make this information available for public review and must also present it at the next regularly scheduled public meeting not less than 15 days after this information is made available to the public.

For the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, the City must make the following findings with respect to any remaining funds in the fee account, regardless of whether those funds are committed or uncommitted:

1. Identify the purpose to which the fee is to be put.
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
3. Identify all sources and amounts of funding anticipated to complete financing any incomplete improvements.
4. Designate the approximate dates on which funding in item (3) above is expected to be deposited into the fee account.

As with the annual disclosure, the five year report must be made public within 180 days after the end of the City's fiscal year and must be reviewed at the next regularly scheduled public meeting.

PROGRAMMING REVENUES WITH THE CIP

The City should maintain its Capital Improvement Program (CIP) to adequately plan for future infrastructure needs. The CIP should commit all projected fee revenues and fund balances to specific projects that are necessary to serve growth as described in this report. The use of the CIP provides documentation necessary for the City to hold funds in a project account for longer than five years if necessary to collect sufficient funds to complete a project.

FEE CREDITS AND REIMBURSEMENTS

Fee credits and reimbursements may be allowed for developer constructed facilities in compliance with Title 13 of the Tracy Municipal code and other applicable policies. Credits and reimbursements shall be calculated specifically for each project as applicable.

FEE REPORTING

Assembly Bill No. 1483 which became effective January 1, 2020 requires that public agencies make the following information available on their website. This must be completed by January 1, 2021. The following information must be provided:

1. A current schedule of fees, exactions, and affordability requirements imposed by the city, county, or special district, including any dependent special districts, of the city or county applicable to a proposed housing development project, which shall be presented in a manner that clearly identifies the fees, exactions, and affordability requirements that apply to each parcel.
2. All zoning ordinances and development standards, which shall specify the zoning, design, and development standards that apply to each parcel.
3. The list of information required to be compiled pursuant to Section 65940.
4. The current and five previous annual fee reports or the current and five previous annual financial reports, that were required pursuant to subdivision
5. An archive of impact fee nexus studies, cost of service studies, or equivalent, conducted by the city, county, or special district on or after January 1, 2018.

Any updates to the above information must be available within 30 days.

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Appendix A

Core Fees by Planning Area and Infrastructure Category

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Core Fees by Planning Area and Category

Land Use Type ^(1, 2, 3)	Public Facilities	Public Safety - Fire	Public Safety - Police	Public Safety - Communication Facilities	Traffic ⁽⁴⁾	Wastewater Treatment Plant & Wastewater Conveyance			Water					Neighborhood Park	Community Park	Storm Drainage			Program Management
	Core Fees	Core Fees	Core Fees	Core Fees	Core Fees	Core Fees	NEI I ⁽⁵⁾	ISP South ^(6, 7)	Core Fees	NEI I ⁽⁸⁾	NEI II ⁽⁹⁾	Plan C Except Edgewood ⁽¹⁰⁾	ISP South ⁽¹¹⁾	Core Fees	Core Fees	Core Fees	NEI I & II ⁽¹²⁾ (Including PM)	SMPA ⁽¹³⁾ (Including PM)	Core Fees
Residential	<i>(Per DU)</i>	<i>(Per DU)</i>	<i>(Per DU)</i>	<i>(Per DU)</i>	<i>(Per DU)</i>	<i>(Per DU)</i>	<i>(Per DU)</i>	<i>(Per DU)</i>	<i>(Per DU)</i>	<i>(Per DU)</i>	<i>(Per DU)</i>	<i>(Per DU)</i>	<i>(Per DU)</i>	<i>(Per DU)</i>	<i>(Per DU)</i>	<i>(Per DU)</i>	<i>(Per DU)</i>	<i>(Per DU)</i>	<i>(Per DU)</i>
SFR	\$ 2,915	\$ 1,331	\$ 300	\$ 29	\$ 5,924	\$ 7,812	N/A	N/A	\$ 6,047	N/A	N/A	\$ -	N/A	\$ 6,100	\$ 1,159	\$ 2,263	\$ 2,304	\$ 5,518	\$ 1,694
MFR (attached 2-4)	\$ 2,385	\$ 1,089	\$ 246	\$ 24	\$ 2,844	\$ 6,406	N/A	N/A	\$ 4,354	N/A	N/A	N/A	N/A	\$ 4,991	\$ 949	\$ 1,503	\$ 1,423	\$ 3,669	\$ 1,240
HDR (attached 4+)	\$ 1,945	\$ 888	\$ 200	\$ 19	\$ 2,844	\$ 5,234	N/A	\$ 3,938	\$ 3,084	N/A	N/A	N/A	\$ 3,084	\$ 4,067	\$ 773	\$ 1,346	\$ 1,310	\$ 3,283	\$ 1,018
Non-Residential	<i>(Per 1,000 SF)</i>	<i>(Per 1,000 SF)</i>	<i>(Per 1,000 SF)</i>	<i>(Per 1,000 SF)</i>	<i>(Per Ac)</i>	<i>(Per Ac)</i>	<i>(Per Ac)</i>	<i>(Per Ac)</i>	<i>(Per Ac)</i>	<i>(Per Ac)</i>	<i>(Per Ac)</i>	<i>(Per Ac)</i>	<i>(Per Ac)</i>	<i>(Per Ac)</i>	<i>(Per Ac)</i>	<i>(Per Ac)</i>	<i>(Per Ac)</i>	<i>(Per Ac)</i>	<i>(Per Ac)</i>
Office	\$ 116.43	\$ 672.24	\$ 151.60	\$ 14.75	\$ 77,311	\$ 39,687	N/A	\$ 14,854	\$ 18,867	N/A	N/A	N/A	\$ 8,679	\$ -	\$ -	\$ 35,063	\$ 39,045	NA	\$ 9,482
Commercial / Retail	\$ 69.76	\$ 403.34	\$ 90.96	\$ 8.85	\$ 111,553	\$ 39,687	N/A	\$ 14,854	\$ 25,156	N/A	N/A	\$ -	\$ 11,572	\$ -	\$ -	\$ 35,063	\$ 39,045	\$ 100,626	\$ 10,948
Industrial	\$ 23.09	\$ 134.45	\$ 30.32	\$ 2.95	\$ 61,553	\$ 36,796	\$ 32,397	\$ 16,523	\$ 18,867	\$ 2,830	\$ 8,490	N/A	\$ 8,679	\$ -	\$ -	\$ 35,063	\$ 39,045	NA	\$ 7,821

- Notes:
- 1) ADU's larger than 750 SF pay a fee proportional to the primary dwelling unit. (Calculated by multiplying the SFR fee by the ADU SF divided by the primary DU SF). ADU's smaller than 750 SF are exempt from paying impact fees.
- 2) N/A means there are no land use remaining for that fee program area.
- 3) I-205 land uses will pay in addition to the Core Fees the current Swainson Hawk Mitigation Fee.
- 4) Pursuant to the California Code Section 66005.1, new housing developments within a half mile of the transit center, will receive a 20% Traffic Fee reduction.
- 5) NEI I bond funded 24% of wastewater conveyance projects and will only be obligated to pay 76% of the Core Fees Wastewater Conveyance Fee.
- 6) ISP South will pay the AD 84-1 WWTP upgrade fees in lieu of the Core Fees WWTP Fee since their original capacity was funded through AD 84-1. The Upgrade fees fund the WWTP upgrade to a tertiary treatment system to meet the NPDES conditions.
- 7) ISP South was part of AD 84-1 which funded wastewater capacity (both conveyance and treatment) for ISP South parcels. HDR will pay 85% and non-residential land use will pay 15% of the Core Fees Wastewater Conveyance Fee to account for increased flows of 15% and the change in land uses to HDR which triggered the need for additional improvements not funded in AD 84-1.
- 8) NEI I bond funded 85% of water projects and will only be obligated to pay 15% of the Core Fees Water Fee.
- 9) NEI II bond funded 55% of water projects and will only be obligated to pay 45% of the Core Fees Water Fee.
- 10) Plan C, except for Edgewood, bonded for water facilities and will not pay the Water Fee. Only Edgewood will pay the Core Fees Water Fee.
- 11) ISP South residential will pay the full Core Fees Water Fee and non-residential will pay 46% of the Core Fees Water Fee. The water treatment and supply for the original ISP South development was funded through AD 87-3, but due to change in land use from non-residential to high density residential, the residential land uses are responsible for purchasing additional water supply and treatment.
- 12) NEI I and NEI II will not pay the Core Fees Storm Drainage Fee. Through the study "Storm Drainage Impact Fee Study NEI and Eastside Industrial" by Harris & Associates, adopted by City Council on 10/02/2018 through Resolution No. 2018-204, NEI I and NEI II will pay the current Master Plan Fees for the Northeast Industrial Drainage Shed. The total Northeast Industrial drainage shed fee including program management FY 21/22 is shown.
- 13) SMPA will help fund the South MacArthur Sub-basin and as such will pay the current Master Plan fees for South MacArthur and Rocha Storm Drainage shed. The total South MacArthur and Rocha Storm Drainage Shed Fee including program management FY 21/22 is shown.

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Appendix B

Core Fees Undeveloped Properties by Old Impact Fee Program Area and Storm Drainage Zone

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Infill Remaining Properties

APN	Land use Designation	Total DU or Acres ⁽²⁾	Storm Drainage Zone
No APN CalTrans Yard @ 11th & Corral Hollow	SFR	13 DU	Infill
214-430-04	MFR	17 DU	Infill
214-430-46	MFR	7 DU	Infill
214-430-47	MFR	9 DU	Infill
234-070-01	MFR	3 DU	Infill
234-070-04	MFR	64 DU	Infill
234-070-06	MFR	22 DU	Infill
235-100-13	MFR	5 DU	Infill
235-100-15	MFR	9 DU	Infill
235-100-18	MFR	9 DU	Infill
235-100-20	MFR	4 DU	Infill
235-100-21	MFR	4 DU	Infill
235-100-22	MFR	5 DU	Infill
235-100-23	MFR	4 DU	Infill
235-100-24	MFR	9 DU	Infill
235-100-25	MFR	5 DU	Infill
235-100-41	MFR	9 DU	Infill
235-100-42	MFR	14 DU	Infill
235-100-61	MFR	4 DU	Infill
235-100-62	MFR	5 DU	Infill
235-100-71	MFR	11 DU	Infill
235-100-72	MFR	6 DU	Infill
235-100-73	MFR	18 DU	Infill
235-100-74	MFR	2 DU	Infill
235-100-75	MFR	2 DU	Infill
235-100-76	MFR	2 DU	Infill
235-100-77	MFR	31 DU	Infill
235-420-13	MFR	5 DU	Infill
212-250-01	Commercial	1.20 ac	Infill
212-250-02	Commercial	0.71 ac	Infill
213-070-36	Commercial	7.37 ac	Infill
214-210-05	Commercial	1.91 ac	Infill
233-460-04	Commercial	1.75 ac	Infill
235-150-24	Commercial	4.41 ac	Infill
238-190-07	Commercial	3.60 ac	Infill
250-250-14	Commercial	0.94 ac	Infill
250-250-15	Commercial	0.97 ac	Infill

Infill Remaining Properties Continued

Infill Properties

APN	Land use Designation	Total DU or Acres ⁽²⁾	Storm Drainage Zone
214-020-04	Office	0.94 ac	Infill
214-020-05	Office	0.95 ac	Infill
214-020-06	Office	0.95 ac	Infill
214-020-07	Office	0.95 ac	Infill
214-020-08	Office	2.02 ac	Infill
214-020-09	Office	1.97 ac	Infill
214-020-33	Office	3.20 ac	Infill
212-200-03	Industrial	4.55 ac	Infill
212-240-02	Industrial	2.82 ac	Infill
212-240-03	Industrial	4.07 ac	Infill
213-070-01	Industrial	41.00 ac	Infill
240-660-37	SFR	37 DU	Plan C
246-140-21 & 22	SFR	2 DU	ISP South
246-140-05	SFR	4 DU	ISP South
246-140-06	SFR	2 DU	ISP South
246-140-07	SFR	3 DU	ISP South
246-140-18	SFR	15 DU	ISP South
248-560 29-32, 35-45, 49-51	SFR	18 DU	ISP South
248-700 1-25, 27-30, 32-34	SFR	32 DU	ISP South
248-560 55, 58-61	SFR	5 DU	ISP South
246-130-04	HDR	94 DU	ISP South
246-130-05	HDR	150 DU	ISP South
246-130-06	HDR	144 DU	ISP South
246-130-03	HDR	144 DU	ISP South
246-140-08	Commercial	1.64 ac	ISP South
246-140-09	Commercial	0.37 ac	ISP South
246-140-10	Commercial	0.37 ac	ISP South
253-100-14	Industrial	8.20 ac	None ¹
253-110-27	Industrial	11.43 ac	None ¹
253-110-28	Industrial	5.72 ac	None ¹
Total Dwelling Units:		944 DU	
Total Acres:		114.01 ac	

Notes:

1) Terminal drainage solution will be discharge to adjacent gravel extraction site or to onsite retention facility.

2) Remaining land use are shown as of 6/30/2020.

ISP South Remaining Properties

APN	Land use Designation	Total DU or Acres ⁽²⁾		Storm Drainage Zone
246-130-20	HDR	79	DU	ISP South
246-140-01	HDR	641	DU	ISP South
246-130-25	Retail	3.04	ac	ISP South
248-020-20	Retail	0.94	ac	ISP South
248-020-17	Office	14.43	ac	ISP South
248-030-05	Office	14.28	ac	ISP South
248-030-10	Office	11.78	ac	ISP South
248-470-04	Industrial	2.00	ac	ISP South
248-470-07	Industrial	1.59	ac	ISP South
248-470-08	Industrial	1.59	ac	ISP South
248-470-09	Industrial	1.58	ac	ISP South
248-470-10	Industrial	6.33	ac	ISP South
248-470-11	Industrial	1.73	ac	ISP South
248-470-12	Industrial	1.77	ac	ISP South
248-470-18	Industrial	2.99	ac	ISP South
248-470-20	Industrial	1.58	ac	ISP South
248-470-21	Industrial	1.58	ac	ISP South
248-470-22	Industrial	1.57	ac	ISP South
248-470-24	Industrial	1.72	ac	ISP South
248-470-25	Industrial	4.24	ac	ISP South
248-470-26	Industrial	2.67	ac	ISP South
248-470-27	Industrial	1.00	ac	ISP South
253-110-08	Industrial	10.31	ac	None ⁽¹⁾
253-110-09	Industrial	56.03	ac	None ⁽¹⁾
Total Dwelling Units:		720	DU	
Total Acres:		144.741	ac	

Notes:

1) It is assumed that these properties will drain to existing, low-lying quarry areas.

2) Remaining land use are shown as of 6/30/2020.

Plan C Remaining Properties

APN	Land use Designation	Total DU or Acres ⁽¹⁾	Storm Drainage Zone
246-330-50	SFR	8.22 DU	ISP South
248-290-53, 55-57	SFR	4.00 DU	ISP South
252-470-17 to 31, 42-44	SFR	18.00 DU	Plan C - Pink
244-020-31	Commercial	10.97 ac	ISP South
Total Dwelling Units:		30 DU	
Total Acres:		10.97 ac	

Notes:

1) Remaining land use are shown as of 6/30/2020.

NEI I Remaining Properties

APN	Land use Designation	Total DU or Acres ⁽²⁾	Storm Drainage Zone ⁽¹⁾
213-070-80	Industrial	11.30 ac	NEI
250-280-13	Industrial	17.62 ac	NEI
250-030-24	Industrial	10.48 ac	NEI
250-030-25	Industrial	7.72 ac	NEI
250-030-28	Industrial	12.59 ac	NEI
250-030-30	Industrial	2.17 ac	NEI
Total Acres:		61.88 ac	

Notes:

1) The NEI Storm Drainage Fee was re-evaluated in the adopted study "Storm Drainage Impact Fee Study NEI and Eastside Industrial" by Harris & Associates.

2) Remaining land use are shown as of 6/30/2020.

NEI II Remaining Properties

APN	Land use Designation	Total DU or Acres ⁽²⁾	Storm Drainage Zone ⁽¹⁾
213-060-13	Industrial	9.78 ac	NEI
213-070-74	Industrial	6.41 ac	NEI
213-070-83	Industrial	5.66 ac	NEI
250-020-80	Industrial	5.80 ac	NEI
250-020-81	Industrial	10.08 ac	NEI
250-020-86	Industrial	3.12 ac	NEI
250-020-89	Industrial	3.44 ac	NEI
250-020-95	Industrial	3.12 ac	NEI
Total Acres:		47.40 ac	

Notes:

1) The NEI Storm Drainage Fee was re-evaluated in the adopted study "Storm Drainage Impact Fee Study NEI and Eastside Industrial" by Harris & Associates.

2) Remaining land use as of 6/30/2020.

I-205 Remaining Properties

APN	Land use Designation	Total DU or Acres ⁽¹⁾	Storm Drainage Zone
212-260-08	Commercial	1.58 ac	I-205
212-260-07	Commercial	1.13 ac	I-205
212-270-20	Commercial	2.00 ac	I-205
212-270-21	Commercial	1.67 ac	I-205
212-270-23	Commercial	1.22 ac	I-205
212-290-21	Commercial	1.40 ac	I-205
238-600-07	Commercial	3.00 ac	I-205
213-060-02	Industrial	14.16 ac	I-205
Total Acres:		26.16 ac	

Notes:

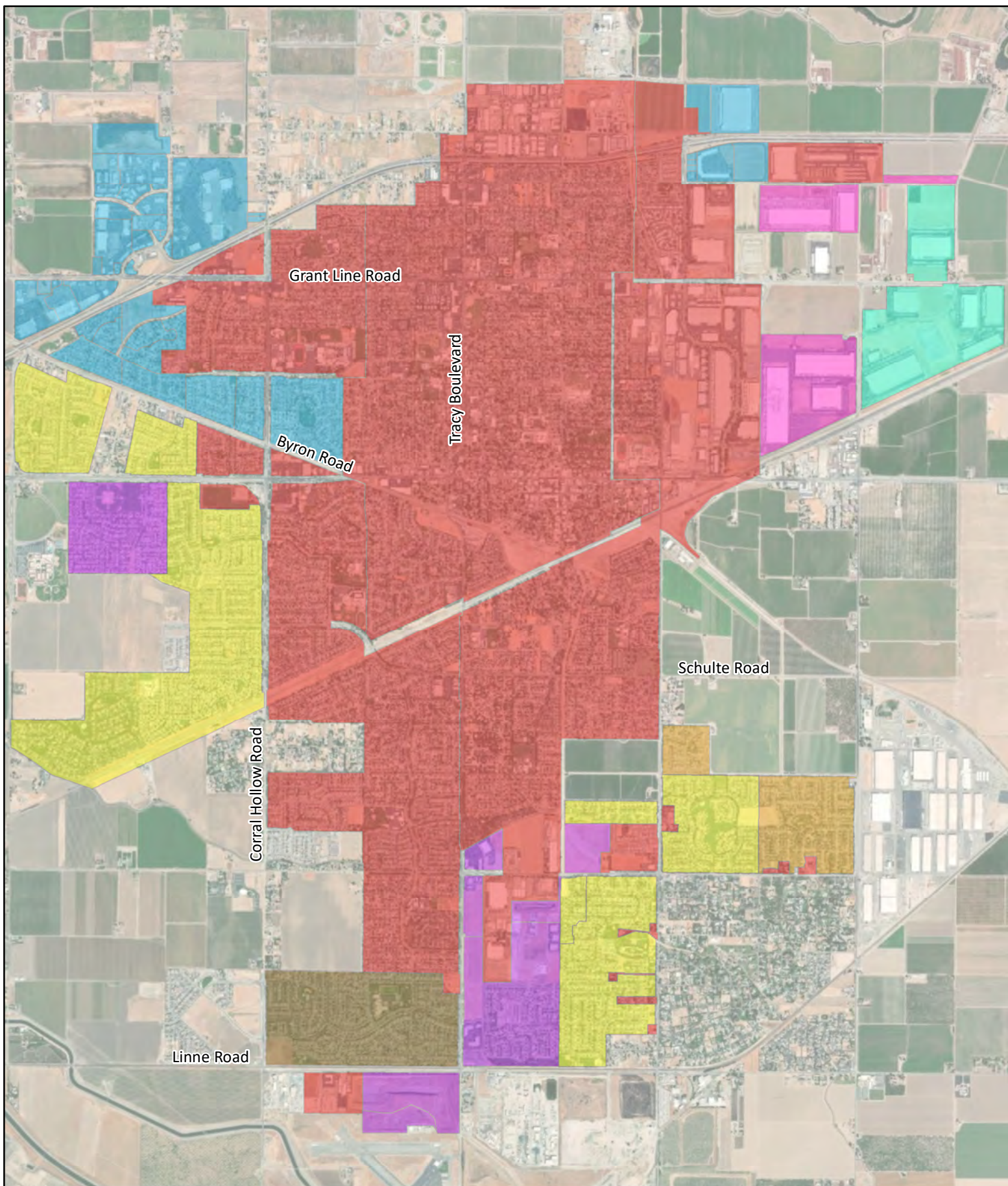
1) Remaining land use are shown as of 6/30/2020.

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Appendix C

Core Fees Area Map

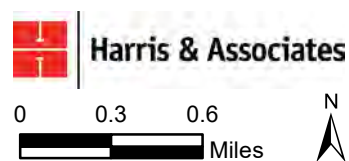
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Legend

I-205	NEI Phase II
Infill	Plan C
ISP South	Plan C Edgewood Estates
NEI Phase I	SMPA

City of Tracy Core Fees Program Areas

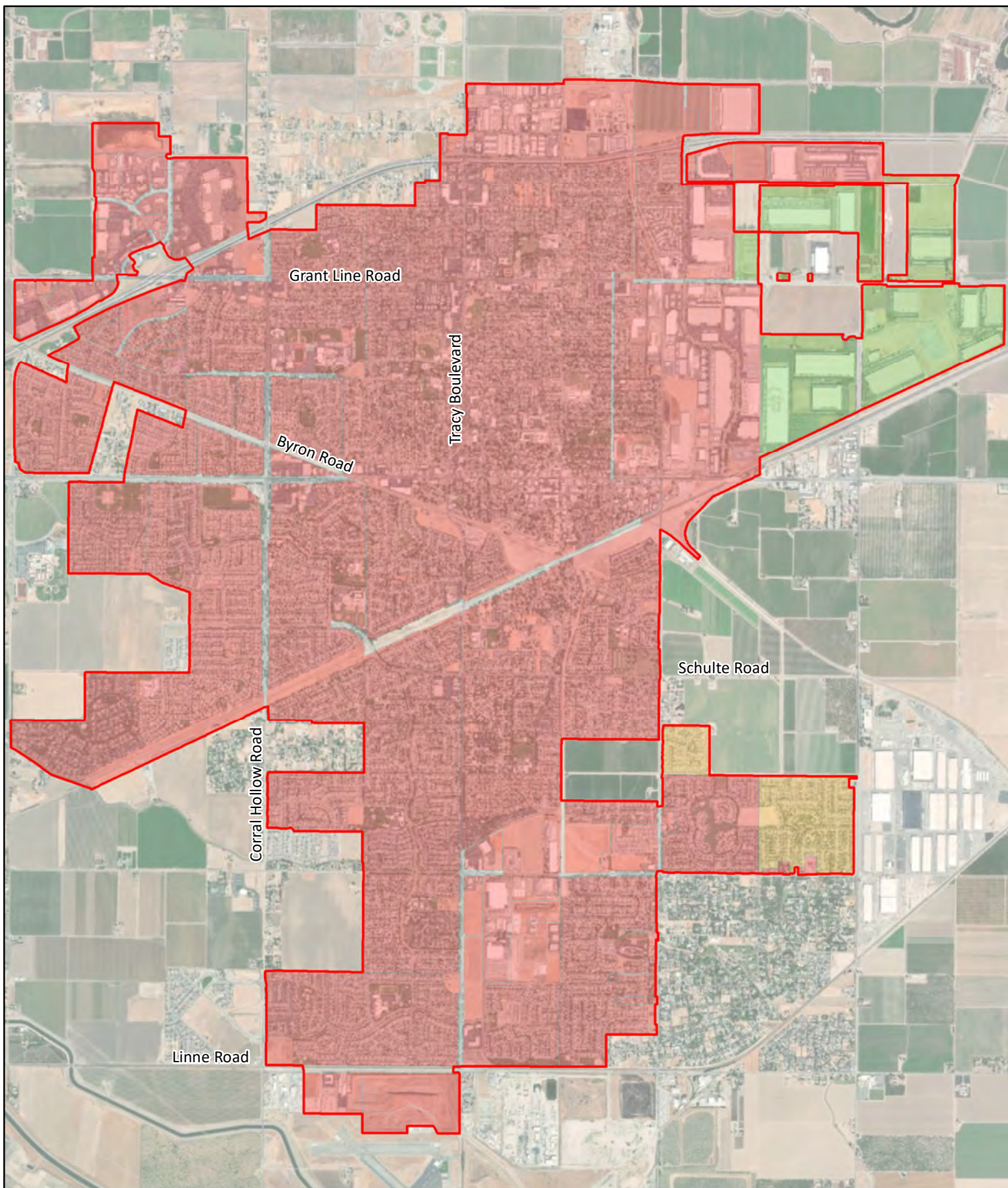


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Appendix D

Storm Drainage Map

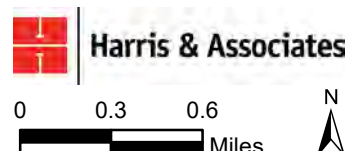
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Legend

- Core Fees Area
- NEI
- Core Fees
- SMPA

City of Tracy Core Fees Storm Drainage Zones



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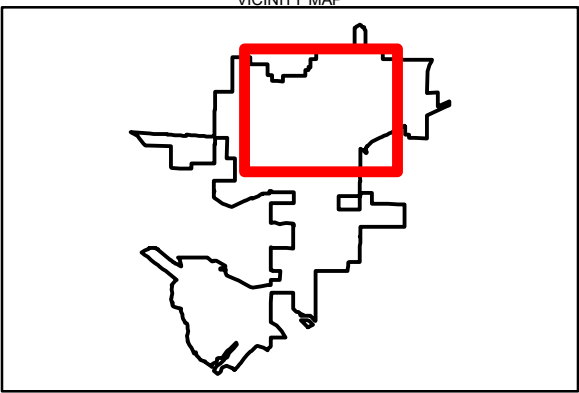
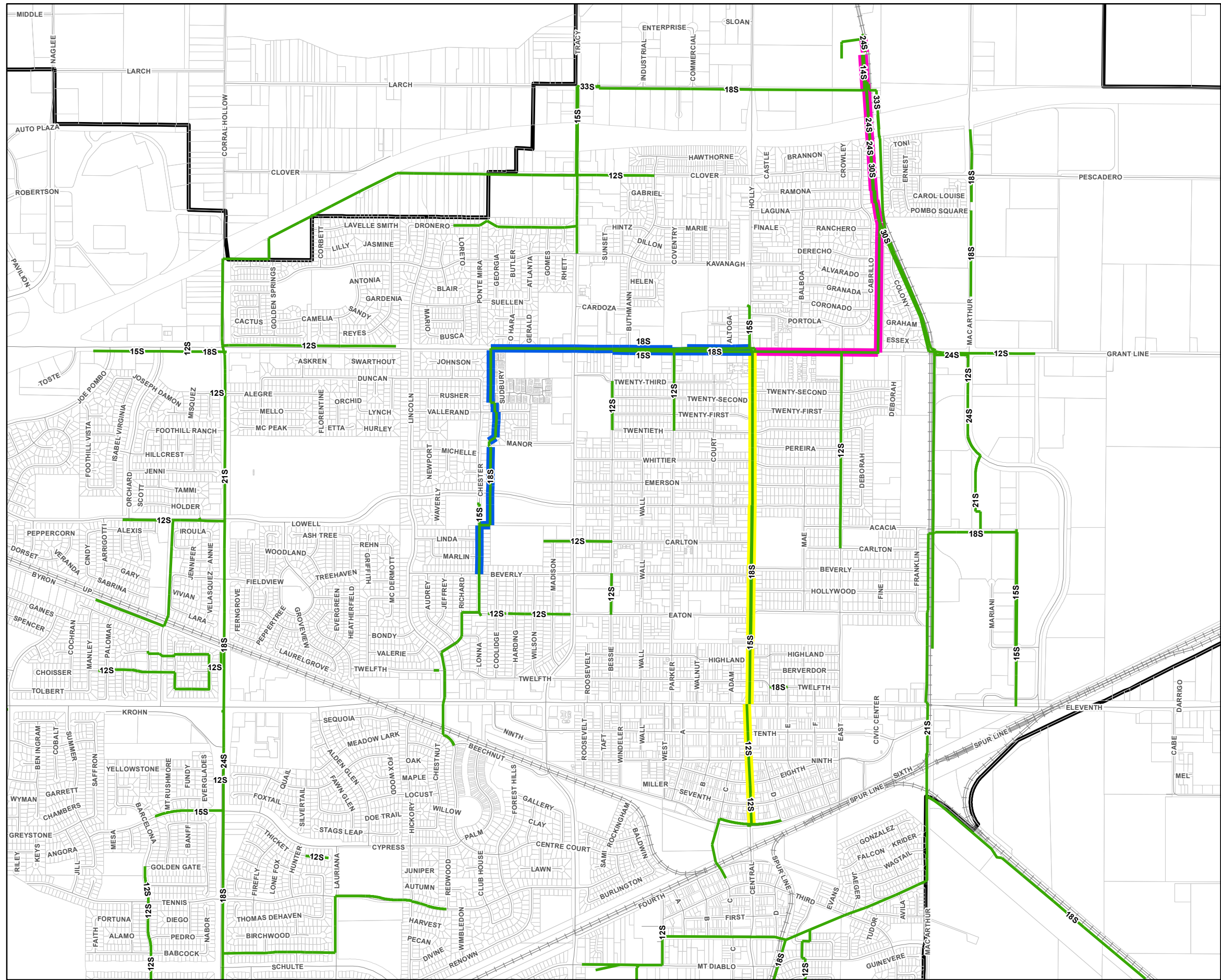
Appendix E

Wastewater Conveyance Maps

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Downtown Specific Plan Wastewater System

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- LEGEND**
- Sewer Lines**
- Greater than or equal to 12 "
 - Stretch 1
 - Stretch 2
 - Stretch 3
- Residential Streets
- Railroad
- Parcels
- City Limits

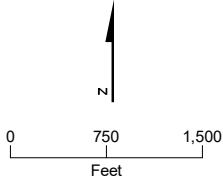


EXHIBIT 1
Downtown Specific Plan WW System

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Corral Hollow Wastewater System

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Figure 3. Corral Hollow Sewer System—Phase 1 Improvement



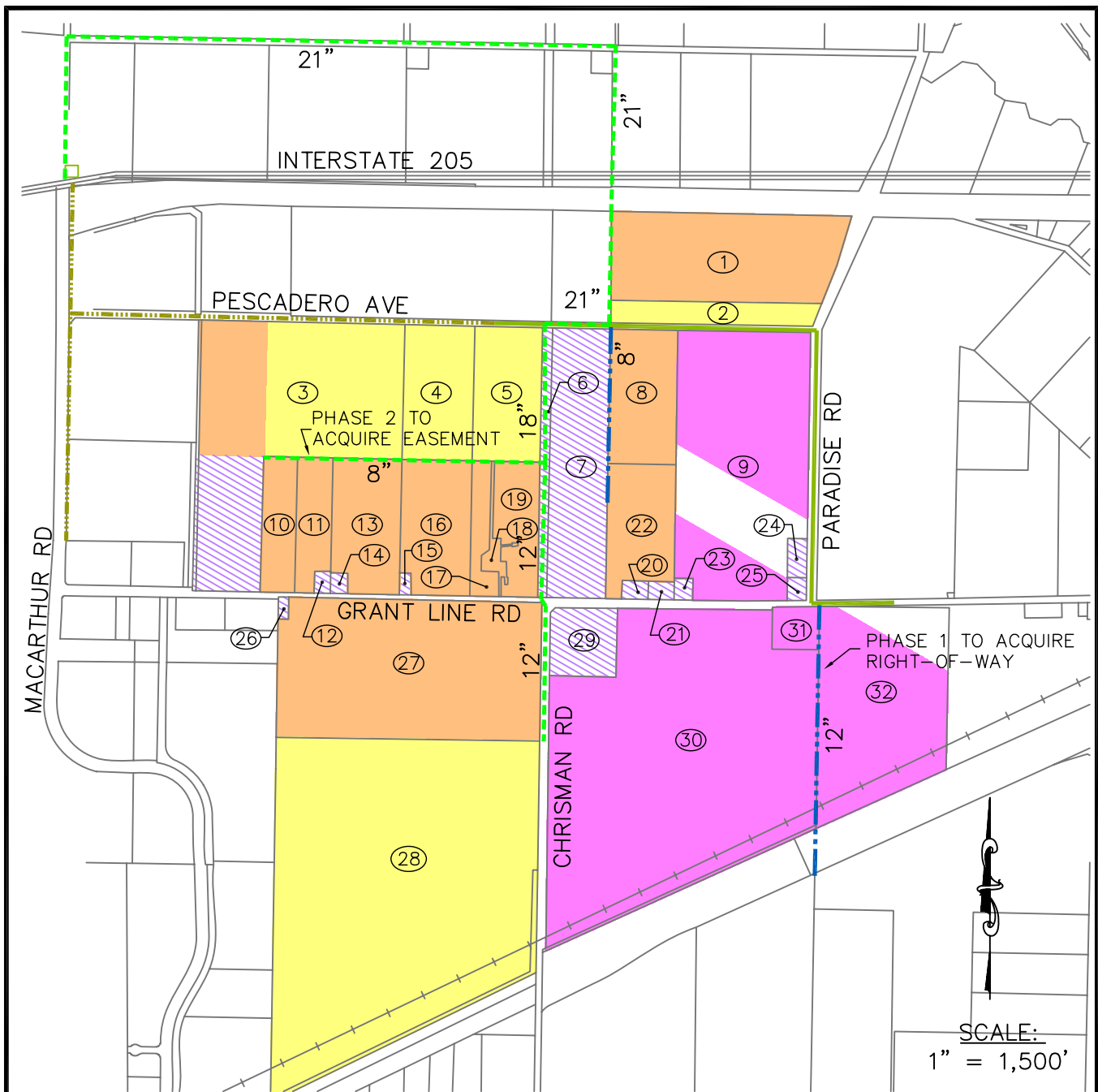
Figure 4. Corral Hollow Sewer System – Phase 2 Improvement



Figure 5. Corral Hollow Sewer System – Phase 3 Improvement

Northeast Industrial Area Wastewater System

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LEGEND:

- NEI PHASE 1 BUILDOUT
- NEI PHASE 2 BUILDOUT
- NEI REMAINING AREAS TO BUILD
- NEI PROPERTY NOT TO DEVELOP
- EXISTING TRANSMISSION LINE
- TRANSMISSION LINE (CONSTRUCTED BY PHASE 1)
- TRANSMISSION LINE (PHASE 2)
- TRANSMISSION LINE (BUILDOUT)
- PUMP STATION (PHASE 2)
- ③ LOT NUMBER

CITY OF TRACY NORTHEAST INDUSTRIAL PROJECT

FIGURE 3-2 WASTEWATER



Harris & Associates

200 N. TRACY BLVD., Suite 200, Tracy, CA 95376
Ph: (209) 833-3310 • www.harris-assoc.com

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CITY OF TRACY CORE FEE STUDY

PRESENTATION

January 18, 2022



Harris & Associates

PROJECT TEAM



Alison Bouley
Vice President
Municipal and District Finance

AGENDA

- Development Impact Fees
 - Impact Fee Overview
 - Tracy Fee History
 - Core Fee Program Goals
 - Process
 - Fee Summary and Comparisons
 - Recommendation
 - Questions



DEVELOPMENT IMPACT FEES

OVERVIEW

- Assembly Bill 1600 (Mitigation Fee Act)
- A One-time Fee on New Development to Mitigate Their Impacts
- Fees Can Only Fund Capital Costs
- Fees Cannot Fund Existing Deficiencies
- Fees Cannot Fund Ongoing Maintenance or Salaries
- Fair Share Based on a Rational Nexus Test
- Must Meet Annual and Five-Year Reporting Requirements

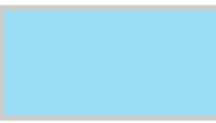
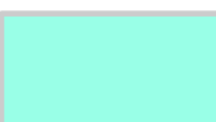
DEVELOPMENT IMPACT FEES

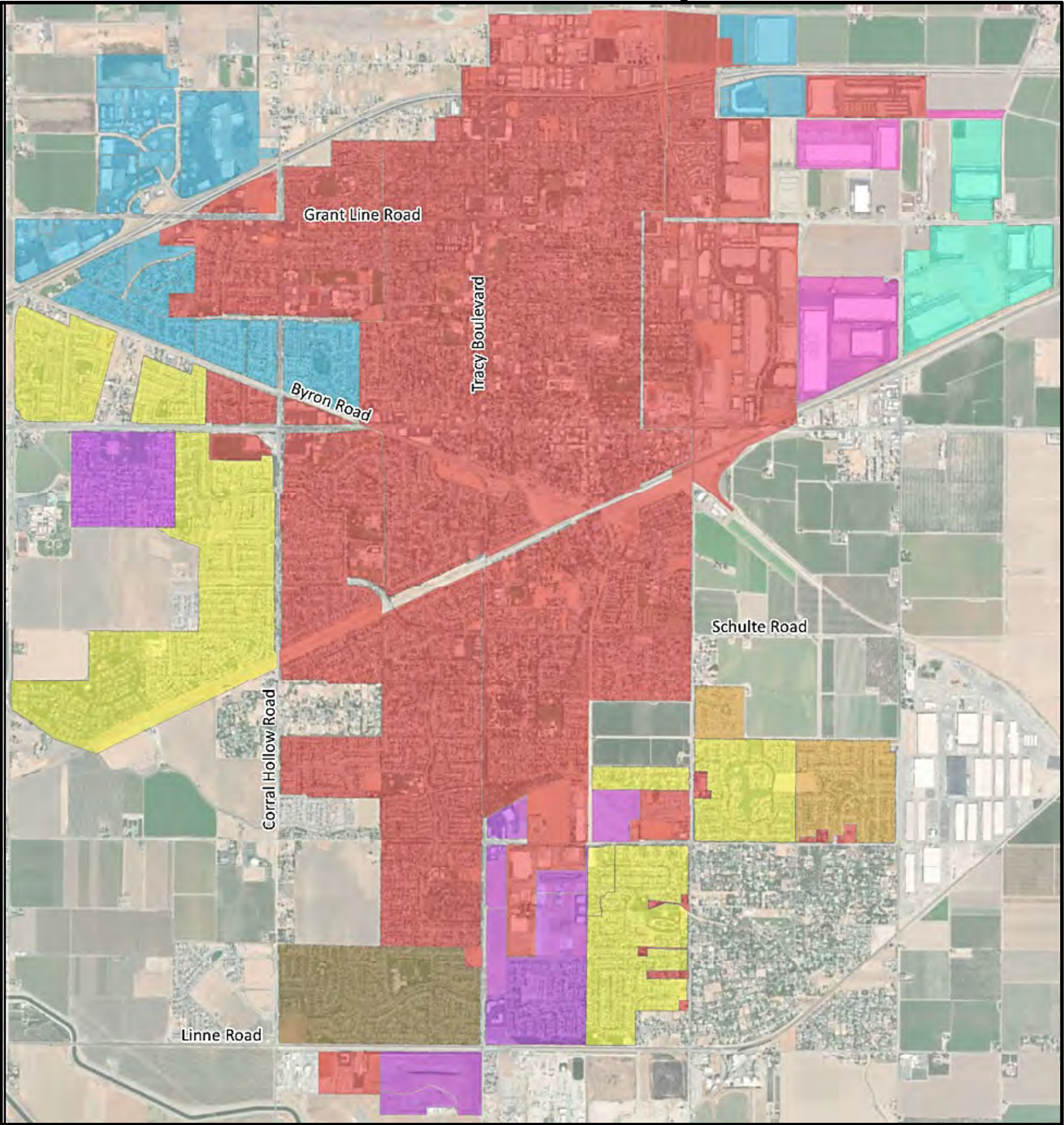
HISTORY

- Fees were developed for each specific plan area
 - Presidio
 - NEI Phase I
 - NEI Phase II
 - Infill
 - I-205
 - Plan C
 - ISP South
 - SMPA
- Each Specific Plan had technical studies and a Finance and Implementation Plan (FIP)
- Some areas bonded for portions of their obligations or were part of Assessment Districts (AD)

Core Fees Map

Legend

-  I-205
-  Infill
-  ISP South
-  NEI Phase I
-  NEI Phase II
-  Plan C
-  Plan C Edgewood
-  SMPA



DEVELOPMENT IMPACT FEES

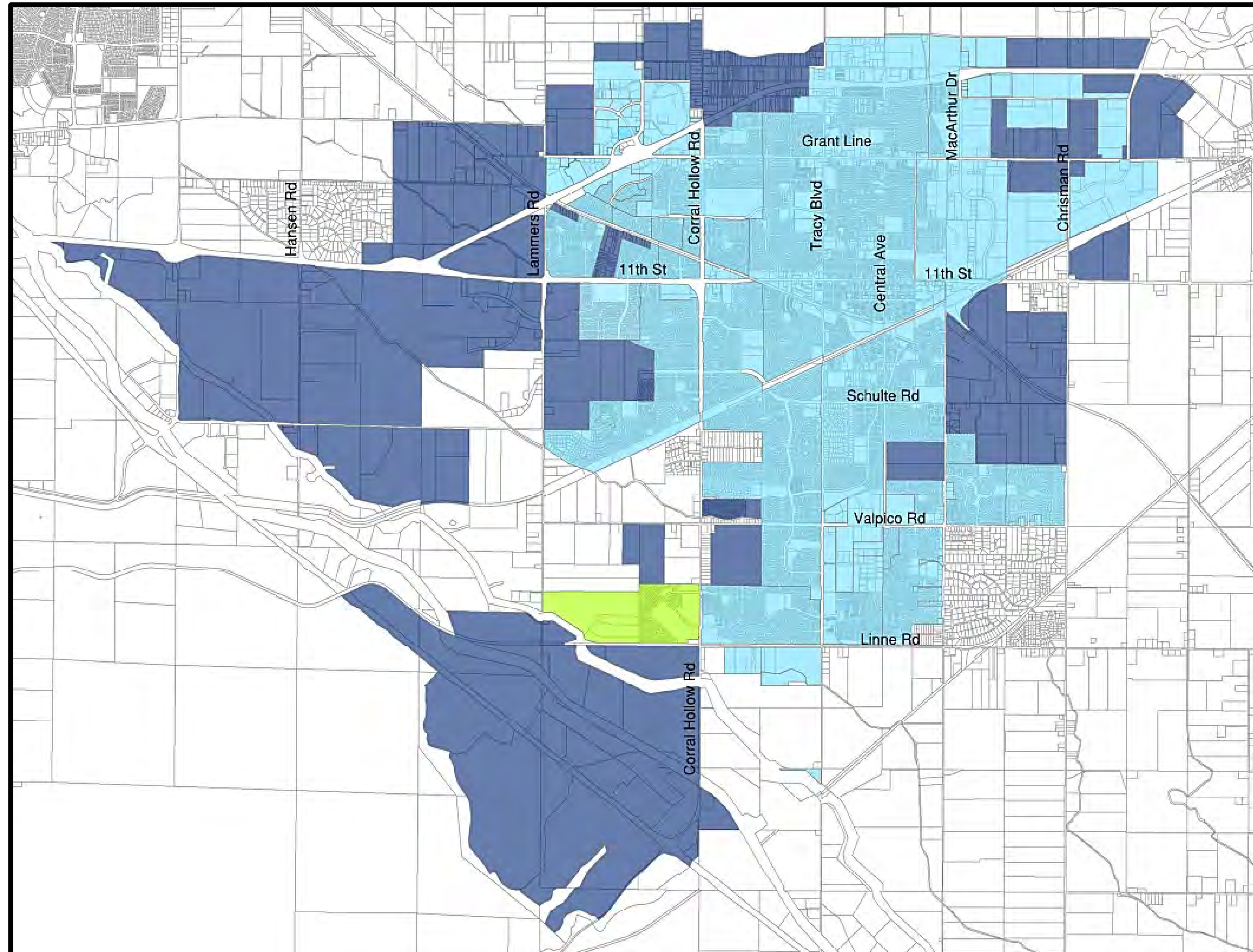
PROGRAM GOALS

- In 2014 the Citywide Master Plans and Citywide Fees were adopted that apply to all new development
- Goal is to have only two fee programs to administer to simplify administration
- Benefits include:
 - Simplifies the fees to facilitate better understanding
 - Expedites developer reimbursements
 - Consolidates the fund balances to streamline funding of priority projects
 - Creates equity between programs

Fee Areas

Legend

-  Core Fees Area
-  Master Plan Area
-  Ellis



DEVELOPMENT IMPACT FEES

PROCESS

- Project costs were consolidated and updated
- Remaining land uses were determined for each area
- Fund balances for each area were consolidated
- Outstanding reimbursements were reviewed/incorporated
- New fees were calculated by taking total costs minus fund balances divided by total Equivalent Dwelling Unit's (EDU's) remaining
- Some fees kept separate such as Storm Drainage (fees are by shed)
- Some areas are given a fee discount to account for bond financing

PROPOSED CORE FEES

Fees	SFR	MFR	HDR	Office	Commercial	Industrial
	(Per DU)	(Per DU)	(Per DU)	(Per Acre)	(Per Acre)	(Per Acre)
Public Facilities	\$2,915	\$2,385	\$1,945	\$2,282	\$912	\$503
Public Safety	\$1,660	\$1,359	\$1,107	\$16,438	\$6,575	\$3,653
Traffic	\$5,924	\$2,844	\$2,844	\$77,311	\$111,553	\$61,553
WWTP	\$3,921	\$3,215	\$2,627	\$19,918	\$19,918	\$18,467
Wastewater Conveyance	\$3,891	\$3,191	\$2,607	\$19,769	\$19,769	\$18,329
Water	\$6,047	\$4,354	\$3,084	\$18,867	\$25,156	\$18,867
Neighborhood and Community Parks	\$7,259	\$5,940	\$4,840	\$0	\$0	\$0
Storm Drainage	\$2,263	\$1,503	\$1,346	\$35,063	\$35,063	\$35,063
Program Management	\$1,694	\$1,240	\$1,018	\$9,482	\$10,948	\$7,821
Total Fees	\$35,574	\$26,031	\$21,418	\$199,130	\$229,894	\$164,256

FEE COMPARISON – CORE VERSUS TIMP

RESIDENTIAL LAND USES

Fees (Per DU)	SFR		MFR		HDR	
	Core Fees (Proposed)	Master Plan (FY 21/22)	Core Fees (Proposed)	Master Plan (FY 21/22)	Core Fees (Proposed)	Master Plan (FY 21/22)
Public Facilities	\$2,915	\$3,646	\$2,385	\$2,983	\$1,945	\$2,431
Public Safety	\$1,660	\$1,920	\$1,359	\$1,570	\$1,107	\$1,279
Traffic	\$5,924	\$6,404	\$2,844	\$3,907	\$2,844	\$3,907
WWTP	\$3,921	\$8,305	\$3,215	\$6,795	\$2,627	\$5,538
Wastewater Conveyance	\$3,891	\$2,478	\$3,191	\$2,029	\$2,607	\$1,652
Water	\$6,047	\$11,538	\$4,354	\$8,306	\$3,084	\$5,882
Recycled Water	N/A	\$3,277	N/A	\$2,818	N/A	\$1,901
Neighborhood and Community Parks	\$7,259	\$9,331	\$5,940	\$7,635	\$4,840	\$6,221
Storm Drainage	\$2,263	\$3,072	\$1,503	\$2,038	\$1,346	\$1,828
Program Management	\$1,694	N/A	\$1,240	N/A	\$1,018	N/A
Total Fees (Per DU)	\$35,574	\$49,971	\$26,031	\$38,081	\$21,418	\$30,639

FEE COMPARISON – CORE VERSUS TIMP

NON-RESIDENTIAL LAND USES

Fees (Per Acre)	Office		Commercial / Retail		Industrial	
	Core Fees (Proposed)	Master Plan (FY 21/22)	Core Fees (Proposed)	Master Plan (FY 21/22)	Core Fees (Proposed)	Master Plan (FY 21/22)
Public Facilities	\$2,282	\$3,094	\$912	\$1,237	\$503	\$688
Public Safety	\$16,438	\$18,998	\$6,575	\$7,599	\$3,653	\$4,222
Traffic	\$77,311	\$155,978	\$111,553	\$195,550	\$61,553	\$89,194
WWTP	\$19,918	\$35,865	\$19,918	\$35,865	\$18,467	\$33,222
Wastewater Conveyance	\$19,769	\$10,704	\$19,769	\$10,704	\$18,329	\$9,915
Water	\$18,867	\$35,993	\$25,156	\$47,991	\$18,867	\$35,993
Recycled Water	N/A	\$15,041	N/A	\$18,448	N/A	\$15,041
Neighborhood and Community Parks	\$0	\$0	\$0	\$0	\$0	\$0
Storm Drainage	\$35,063	\$27,414	\$35,063	\$38,783	\$35,063	\$31,688
Program Management	\$9,482	N/A	\$10,948	N/A	\$7,821	N/A
Total Fees (Per Acre)	\$199,130	\$303,086	\$229,894	\$356,177	\$164,256	\$219,962

FEES FOR NEIGHBORING CITIES

City ¹	SFR	MFR	General Commercial	Office	Industrial
	(Per DU)	(Per DU)	(Per Acre)	(Per Acre)	(Per Acre)
Lathrop	\$29,199	\$15,368	\$272,766	\$303,522	\$246,477
Manteca ²	\$28,044	\$11,793	\$161,284	\$116,207	\$65,721
Livermore ³					
(Citywide except Downtown)	\$46,417	\$28,689	\$538,341	\$679,747	\$311,684
Patterson	\$38,369	\$31,812	\$126,397	\$124,189	\$162,552
Brentwood	\$48,401	\$29,496	\$119,759	\$213,062	\$159,992
Average	\$38,086	\$23,431	\$243,710	\$287,345	\$189,285
Core Fees (Proposed)	\$35,574	\$26,031	\$229,894	\$199,130	\$164,256

¹ Only includes City development impact fees. Excludes most building permit and processing fees. Excludes county and other agency fees.

² Includes the average for the storm drainage and sewer zones.

³ Assumes more than 10 residential units and is exempt from the low income housing fee for residential units.

RECOMMENDATIONS

- That the City Council, by resolution, adopt the Core Fees Development Impact Fee Study and the Development Impact Fees set forth therein and authorize the Development Services Director to annually adjust the Core Fee on July 1st of each year using the Engineering News Record Construction Cost Index.
- Fees become effective 60 days later.



THANK YOU

QUESTIONS

Alison Bouley

Alison.Bouley@WeAreHarris.com



RESOLUTION 2022-_____

ADOPTING THE CORE FEES IMPACT FEE STUDY AND DEVELOPMENT IMPACT FEES
FOR NEW DEVELOPMENT PROJECTS WITHIN THE CORE FEES AREA AND
AUTHORIZING THE DEVELOPMENT SERVICES DIRECTOR TO ANNUALLY ADJUST THE
CORE FEE ON JULY 1ST OF EACH YEAR USING THE ENGINEERING NEWS RECORD
CONSTRUCTION COST INDEX

WHEREAS, The City Council of the City of Tracy adopted the “Impact Fee Ordinance” (Ordinance 975) in 1998 establishing the authority to impose and charge development impact fees on development projects to mitigate the impact of development projects on the City’s ability to provide specified public facilities, and

WHEREAS, Prior to the adoption of the Citywide Infrastructure Master Plans in 2013, the City had adopted Finance Implementation Plans for each of the specific plan areas including the I-205 Development Area, Infill Development Area, Industrial Specific Plan-South Area, Northeast Industrial Area - Phase I, Northeast Industrial Area - Phase II, Plan C Development, Presidio Planning Area and the South MacArthur Planning Area, and

WHEREAS, In order to update the development impact fees and specific plan areas that are approaching buildout, the development impact fees for new development are being consolidated into a single fee area called the Core Fees, and

WHEREAS, The City’s consultant, Harris & Associates, has prepared a fee study, titled “Core Fees Development Impact Fee Study” dated August 2021, in accordance with the Mitigation Fee Act (also known as AB1600) which identifies facilities/infrastructure to be financed by the Core Fees and the fair share contribution of new developments by land use, and

WHEREAS, In accordance with Government Code Section 66016, at least 14 days prior to the public hearing at which the Council first considered the adoption of the Core Fees, notice of the time and place of the hearing was mailed to eligible interested parties who filed written requests with the City for mailed notice of meetings on new or increased fees or service charges, and

WHEREAS, In accordance with Government Code Section 66016, data supporting the imposition of the Core Fees, including the estimated costs of providing the infrastructure to be financed by the proposed fee, in the form of the Core Fees Development Impact Fee Study, dated August 2021, were made available for public review and comment for 10 days prior to the public hearing at which the Council first considered the adoption of the Fee, and

WHEREAS, Ten days advance notice of the public hearing at which the Council first considered the adoption of the Fees was given by publication in accordance with Section 6062a of the California Government Code;

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

1. In adopting the Core Fees set forth in this resolution, the City Council is exercising its powers under Article XI, Section 7 of the California Constitution.

2. The purpose of the Core Fees is to finance public facilities, public safety facilities, traffic, wastewater, water, storm drainage, and parks facilities/infrastructure and program implementation and oversight ("Facilities"), as identified in the Core Fees Development Impact Fee Study, dated August 2021, prepared by Harris & Associates and attached hereto as Exhibit D.
3. The Core Fees Development Impact Fees collected pursuant to this resolution shall be used to finance the public facilities, public safety facilities, traffic, wastewater, water, storm drainage, and parks facilities/infrastructure and Core Fees program implementation and oversight as outlined in the Core Fees Development Impact Fee Study.
4. There is a reasonable relationship between the use of the Core Fees revenue and the type of development projects on which such fee is imposed (which are new residential, retail, office, and industrial development projects) in that all new development located within the Core Fees Area will generate, or contribute to, the need for the Facilities by increasing the number of residents, workers, and shoppers in the City and the Core Fees revenue will be used to finance new development's share of the costs of the Facilities.
5. There is a reasonable relationship between the need for the Facilities and the type of development projects on which the Core Fees are imposed in that new development in the City (both residential and nonresidential) will contribute to the need for the Facilities by increasing the number of residents and workers, each of which generate or contribute to the need for the Facilities.
6. There is a reasonable relationship between the amount of the Core Fees Development Impact Fees set forth in this resolution and the cost of the facilities to be funded, or that portion of such facilities attributable to the development on which such Fees are imposed, in that the Core Fees Development Impact Fees are based on the impacts each specific type of new development causes based on increased demands for the Facilities.
7. The Fees imposed by this Resolution are established and imposed on the issuance of all building permits with the Core Fee area to finance the additional facilities necessary to mitigate the impact of new development caused by new development in the City in the amount stated in attached Exhibit A.

BE IT FURTHER RESOLVED, That the City Council of the City of Tracy hereby:

1. Adopts the Core Fees Development Impact Fee Study, dated August 2021 and the associated Core Fees attached hereto with an effective date of February 19, 2022, and
2. Authorizes the Development Services Director to annually adjust the Core Fees Development Impact Fees each year on July 1st using the June Engineering News Record Construction Cost Index for San Francisco. The first update will occur on July 1, 2022 using the June 2021 index as the base year. This annual adjustment will offset the effects of inflation-related construction cost increases.

* * * * *

The foregoing Resolution 2021-_____ was passed and adopted by the Tracy City Council on the 18th day of January 2022, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

January 18, 2022

AGENDA ITEM 3.C

REQUEST

REVIEW CITY REGULATIONS REGARDING BOATS, PARKING, AND STORAGE IN RESIDENTIAL NEIGHBORHOOD FRONT YARDS AND PROVIDE DIRECTION, IF APPROPRIATE

EXECUTIVE SUMMARY

This agenda item, requested by the City Council, is to review City regulations regarding boats, parking, and storage in residential neighborhood front yards and for Council to provide direction to staff, if appropriate.

DISCUSSION

On June 15, 2021, Mayor Young (supported by Mayor Pro Tem Vargas) requested a discussion of City regulations regarding boats, parking, and storage in residential neighborhood front yards, to review their impacts on the community, and provide input for possible future amendments.

Cities develop standards to regulate storage of items and use of property in residential front yards in order to help affect the character of residential neighborhoods, just as a City develops yard (setback), height, architecture, and other requirements. Generally, cities prohibit storage of boats, trailers, appliances, garbage, or debris in residential front yards. The City of Tracy, for example, has requirements regarding front yard storage of boats and boat trailers, storage containers, garbage totes, walls and fences, inoperative vehicles, refuse or solid waste, as well as paving requirements for parked vehicles.

Following are items the City regulates in front yards:

Boats and Boat Trailers. Tracy Municipal Code (TMC) Section 10.08.3150, *Permitted Locations of Boats and Boat Trailers* states that boats or boat trailers in residential zones must be kept either inside a building (such as a garage) or at least 15 feet from the street line.

Storage Containers. In general, storage containers are only allowed on residential front yards if they are located on a paved surface, at least ten feet from the driveway of an adjacent lot, and for not more than 120 days (*Temporary Storage Container Permit*, TMC Section 10.08.4243).

Garbage, Recycling, and Yard Waste Toters. Residents of single-family neighborhoods are required to remove garbage, recycling, and yard waste totes from the curbside within 24 hours after refuse pickup by the City's contractor and placed behind a gate or at the side of the garage (*Customer Responsibilities for garbage, recycling and yard waste totes*, TMC Section 5.20.200).

Walls and Fences. In general, walls and fences in residential front yards are allowed up to a maximum of three feet tall; and may be as tall as four feet if the fence has 50

percent visibility (such as a picket or wrought iron fence). Elsewhere on residential lots, fences are allowed up to eight feet in height (*Walls, Fence, and Hedge Requirements*, TMC Section 10.08.3250). As with all other improvements on private property, maintenance of walls and fences on private property are the responsibility of the property owner.

Inoperative Vehicles. Storage of dismantled or inoperative vehicles or parts on private property is not allowed in residential neighborhoods (*Removal of Abandoned, Wrecked, Dismantled, or Inoperative Vehicles from Private or Public Property*, TMC Section 4.12.570).

Refuse, Rubbish, and Solid Waste. Any accumulation of refuse or solid waste matter (including but not limited to garbage, debris, household appliances, non-outdoor furniture, and automobiles) is prohibited to remain on a lot for longer than seven days (*Accumulation of Garbage and Refuse is Prohibited*, TMC Section 5.20.050 and *Accumulation of Rubbish and Refuse Prohibited*, TMC Section 4.12.265).

Front Yard Paving and Parking. No more than 50 percent of a front yard (excluding a driveway) is allowed to be paved (*Front Yard Paving*, TMC Section 10.08.3225) and parking on unpaved surfaces is prohibited (*Required Improvements and Maintenance of Parking Areas*, TMC Section 10.08.3530(a)).

The front yard paving and parking requirements, immediately above, were the most recent change adopted by the City Council. These requirements were added in 2017 at the initiation of City Council in an effort to help maintain and enhance residential neighborhood quality and aesthetics.

The prohibitions to parking or storage in residential front yards do not apply to passenger vehicles, pickups, travel trailers, motor homes, campers or similar vehicles normally driven on public roadways (*Permitted locations of travel trailers, motor homes, and campers*, TMC Section 10.08.3140(b)).

If the City Council wishes to amend or evaluate City regulations regarding storage of boats, containers, parking, or other items in front yards, the Council may direct City staff to prepare specific amendment(s), analysis, or seek public input and public hearings will be scheduled for Planning Commission review, as applicable, and final action by the City Council.

STRATEGIC PLAN

This agenda item is a routine review of City zoning regulations, not related to City Council Strategic Plans.

FISCAL IMPACT

No expenditure of City funds is requested as a result of this agenda item.

RECOMMENDATION

Staff recommends that the City Council receive the summary of City regulations regarding boats, parking, and storage in residential front yards.

Prepared by: Alan Bell, Senior Planner

Reviewed by: Bill Dean, Interim Development Services Director
Ana Contreras, Community Preservation Manager
Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENTS

Attachment A – Tracy Municipal Code Sections Referenced in this Report, in Order of Appearance: 10.08.3150, 10.08.4243, 5.20.200, 10.08.3250, 4.12.570, 5.20.050, 4.12.265, 10.08.3530(a), and 10.08.3140(b)

10.08.3150 - Permitted locations of boats and boat trailers.

It shall be unlawful for any person to place, keep, or maintain, or permit to be placed, kept, or maintained, any boat or boat trailer upon any lot, piece, or parcel of land within the residential zones of the City, with the following exceptions:

- (a) Boats or boat trailers may be placed, kept, or maintained wholly within a structure lawfully existing on the premises; or
- (b) Boats or boat trailers may be placed, kept, or maintained upon any lot, piece, or parcel of land within the residential zones of the City provided no part of any boat or boat trailer shall be located closer than fifteen (15') feet to any street line; and
- (c) Notwithstanding any provision contained in this section, such boat or boat trailer may be located anywhere on the lot, except in a clear vision zone of a corner lot, as defined in section 10.08.3330 of article 24 of this chapter, for a temporary period not to exceed twenty-four (24) hours for loading and unloading purposes, or for the temporary storage, not to exceed seven (7) days, of such facility owned by a bona fide guest of the occupants of the premises.

(Prior code § 10-2.2313)

10.08.4243 - Temporary Storage Container Permit.

- (a) Purpose. The purpose of this section is to establish standards and permit requirements for temporary storage containers on residential property to ensure that temporary storage containers will not result in visual blight or deteriorated neighborhood aesthetics, impede or interfere with vehicle travel, or become safety hazards or nuisances.
- (b) Definitions. For the purpose of this section, the following definitions shall apply:
 - (1) "Temporary storage container" means a container, unit, structure, or receptacle intended for short-term placement which is capable of being moved and is, or can be, used for the storage of personal property of any kind. The definition of "temporary storage container" shall not include licensed vehicles.
 - (2) "Front yard" means the area, extending across the full width of a residential lot, between the front façade of a dwelling and the front lot line.
 - (3) "Paved" means any permanent hard surface, such as asphalt, concrete, pavers, bricks, or other masonry.
- (c) Standards. Temporary storage containers shall comply with the following requirements:
 - (1) A temporary storage container placed, kept, or stored in the front yard of a residential property shall comply with the following requirements:
 - (i) A temporary storage container must be accessory to an existing residential use on the property;
 - (ii) A temporary storage container must be located on a paved surface;
 - (iii) A temporary storage container must be setback ten (10) feet minimum from the driveway of any adjacent lot;
 - (iv) A temporary storage container must not exceed maximums of eight (8) feet in width, sixteen (16) feet in length, or eight (8) feet in height;
 - (v) There shall be no more than one temporary storage container placed, kept or stored in the front yard of a residential property;
 - (vi) A temporary storage container shall not be placed, kept or stored in the front yard of a residential property for more than one hundred twenty (120) days within any two-year period; and
 - (vii) A temporary storage container must be maintained in good condition with no rust, peeling paint, or graffiti;
 - (2) A temporary storage container placed, kept, or stored on any portion of a residential property other than the front yard shall comply with the applicable zoning regulations for a detached accessory building; and
 - (3) A temporary storage container shall not be placed, kept, or stored on any portion of a public right-of-way.
- (d) Permit Requirements. A temporary storage container shall not be placed, kept, or stored in the front yard of a residential property for longer than thirty (30) days without approval of a temporary storage container permit.
- (e) Application Submittal. An application for a temporary storage container permit shall be submitted to the

Development Services Department and shall be accompanied by the following:

- (1) Five (5) copies of a dimensioned plot plan that identifies the following:
 - (i) The subject property and the property lines;
 - (ii) Location of any existing structures on the property;
 - (iii) Location of any paved surfaces in the front yard;
 - (iv) Location of the proposed temporary storage container, including setbacks to adjacent property lines and to the driveway of any adjacent lot; and
 - (v) Dimensions of the proposed temporary storage container;
 - (2) Five (5) copies of elevations or photographs that depict the exterior appearance of the temporary storage container; and
 - (3) Application fee as adopted by City Council.
- (f) Approval Authority. The Development Services Director has the authority to approve or deny an application for a temporary storage container permit, subject to compliance with the standards and requirements of this section.
- (g) Appeals. In the event that a person or other entity is not satisfied with the decision of the Development Services Director, an appeal may be filed with the Planning Commission within ten (10) days of the Director's decision, and the Planning Commission shall render a decision within thirty (30) days following such appeal.

(Ord. No. 1244, § 1, 11-7-2017)

5.20.200 - Customer responsibilities for garbage, recycling and yard waste toters.

- (a) Residents of the City, except those living in apartment and condominium complexes, will be provided garbage, recycling and yard waste toters. The Finance Department of the City will provide each customer with the day of service, costs and regulations governing refuse, recycling and yard waste service.
- (b) Residents shall take their garbage, recycling and yard waste toters to curbside for the automated or semi-automatic refuse collection service provided by the City's contractor. Once emptied, toters shall be removed from curbside within twenty-four (24) hours after pickup of the refuse by the contractor and placed behind a gate or at the side of the garage.
- (c) All toters shall be kept in a clean and sanitary condition by the resident using the toter. Toters shall be kept tightly covered at all times, except when garbage is deposited therein and removed there from, to limit access by flies to the contents thereof.

(Ord. 1058 § 1 (part), 2003)

10.08.3250 - Wall, fence and hedge requirements.

Fences, walls, or hedges in all residential zones shall conform to the following conditions and requirements:

- (a) The height of any fence, hedge, or wall shall be in accordance with all of the following:
 - (1) For any part of any lot not otherwise restricted, the maximum height shall be no greater than eight (8') feet;
 - (2) For any public easement, the maximum height shall be no greater than six (6') feet measured vertically from the top of the fence to ground level of the fence;
 - (3) The maximum height within any required front yard shall be no greater than three (3') feet measured vertically from the top of the fence to the grade of the sidewalk nearest the property line; however, the maximum height may be up to four (4') feet if the fence has at least fifty (50%) percent visibility;
 - (4) No fence exceeding three (3') feet in height shall be placed on a reverse corner lot where such fence would be within ten (10') feet of the driveway of the adjacent lot unless the fence is located fifteen (15') feet from the street yard property line.
- (b) Reserved.
- (c) Architectural features of a fence or wall which do not provide screening as determined by the Development and Engineering Services Director, such as an archway over a gate or ornamental figures intermittently situated along the top of a fence or wall may be allowed up to eight (8') feet in height in the front setback area, except in the vision clearance area described in section 10.08.3230 of this article.
- (d) No fence shall be constructed upon the public right-of-way.
- (e) Nothing in this section shall be deemed to prevent the erection of a fence or wall on any part of a lot where a building is permitted provided such wall or fence meets all the building requirements for such lot.
- (f) No fence shall be constructed within three (3') feet of the center of any hydrant used for fire protection. A twelve (12') inch minimum clearance must be maintained around all meter boxes. Two (2') feet minimum clearance around street lights and three (3') feet minimum clearance around sewer clean-outs and sign posts.
- (g) The fence shall be constructed so that no hazards, such as nails, spikes, wires, thistles, or other sharp or pointed objects, protrude from or exist upon the fence.
- (h) All swimming pools authorized by building permits to be constructed after the effective date of the ordinance codified in this section shall be enclosed by fences as provided in this section.

Such fences shall have a minimum height of five (5') feet. Such fences shall be substantial and shall be constructed so there are no openings greater than three (3') inches when all gates are closed. All gates, five (5') feet or less in width, in enclosing fences shall be self-closing and self-latching. All gates greater than five (5') feet in width shall be provided with a means of latching said gate closed. All latches on gates in enclosing fences shall be a minimum of four (4') feet above grade. No pool shall be filled with water until the enclosing fence has been constructed and approved by the Chief Building Official. Surrounding structures, existing fences and gates shall suffice for this requirement if they comply with all requirements of this section as determined by the Chief Building Official.

- (i) The City reserves the right to remove, at the expense of the owner of the property or properties enclosed by the fence, any fence in a public easement in any emergency.

(Ord. 1077 § 1, 2005; Ord. 1023, § 1, 2001; Ord. 1010 § 1, 1999; prior code § 10-2.2406)

4.12.570 - Findings and determinations.

In addition to and in accordance with the determination made and the authority granted by the State pursuant to the provisions of Section 22660 of the Vehicle Code of the State to remove abandoned, wrecked, dismantled, or inoperative vehicles, or parts thereof, as public nuisances, the Council hereby makes the following findings and declarations:

The accumulation and storage of abandoned, wrecked, dismantled, or inoperative vehicles, or parts thereof, on private or public property, not including highways, is hereby found to create a condition tending to reduce the value of private property, to promote blight and deterioration, to invite plundering, to create fire hazards, to constitute an attractive nuisance creating a hazard to the health and safety of minors, to create a harborage for rodents and insects, and to be injurious to the health, safety, and general welfare. Therefore, the presence of an abandoned, wrecked, dismantled, or inoperative vehicle, or part thereof, on private or public property, not including highways, except as expressly permitted by the provisions of this Article, is hereby declared to constitute a public nuisance which may be abated as such in accordance with the provisions of this Article.

(Prior code § 4-3.901)

5.20.050 - Accumulation of garbage and refuse is prohibited.

The accumulation of refuse and solid waste, which creates filth, shall be prohibited. No owner, lessee, agent, or occupant of any lot or parcel of land upon which a building of any kind may exist or any vacant lot or parcel of land shall allow any accumulation of refuse or solid waste matter of any kind or description to remain on a lot or parcel of land for longer than seven (7) days.

(Ord. 1058 § 1 (part), 2003)

4.12.265 - Accumulation of rubbish and refuse prohibited.

- (a) The accumulation of rubbish and refuse, which creates filth, shall be prohibited. No owner, lessee, agent, or occupant of any lot or parcel of land upon which a building of any kind may exist or any vacant lot or parcel of land shall allow any accumulation of refuse or solid waste matter of any kind or description to remain on a lot or parcel of land for longer than seven (7) days.
- (b) This section may be enforced by any one or more of the methods set forth in this Article and in Section 1.16.010 of this Code.
- (c) City of Tracy Police Officers and designees of the City Manager who have satisfactorily completed a course in the "Powers of Arrest" or equivalent may issue infraction and/or administrative citations for violations of this section.

(Ord. 1082 § 1, 2005)

10.08.3530 - Required improvements and maintenance of parking areas.

- (a) It shall be unlawful to park on any unpaved surface. Every parking area used or intended to be used as a public or private parking area shall be paved with a surfacing material in compliance with City of Tracy Standards.
- (b) Every lot shall be graded and drained so as to dispose of all surface water created by such parking area. A grading permit is required before such work commences.
- (c) Any parking area required to provide five (5) or more parking spaces shall be appropriately marked indicating the parking spaces. Striping of parking spaces, aisles, or driveways, and the placement of directional signs shall be provided according to the City of Tracy Standards.
- (d) Each space within parking areas on sites with more than four (4) dwelling units, and only those parking spaces adjacent to pedestrian walkways and landscape areas on commercial and industrial sites, shall be designed to include a raised concrete wheel stop constructed and installed to the satisfaction of the Director of Public Works.
- (e) Within parking areas on commercial and industrial sites, in place of the wheel stops required in subsection (d) above, landscape areas and pedestrian walkways may be extended not more than two (2') feet into required parking spaces, to include a six (6') inch concrete curb. In such cases, no credit toward parking lot landscape requirements shall be given for the resulting additional landscaping.
- (f) A parking facility with five (5) or more spaces serving commercial or industrial uses shall provide security lighting as approved by the Community Development Director and/or design review board, in accordance with City Standards.
- (g) A parking area serving multiple-family residential units shall be illuminated during hours of darkness in accordance with City Standards.
- (h) Parking area lighting shall be directed down onto the parking surface and away from adjacent property and structures.

(Prior code § 10-2.2610; Ord. No. 1238, § 2, 8-15-2017)

10.08.3140 - Permitted locations of travel trailers, motor homes, and campers.

- (a) *Temporary locations.* Travel trailers, office trailers, and mobile offices may be permitted on a temporary basis for the purpose of establishing a business in the POM, CBD, CS, GHC, HS, M-1, and M-2 Zones as follows:
- (1) A temporary permit authorized by the Commission, valid for six (6) months, shall be required for such use.
 - (2) Such temporary permit may be renewed for two additional six month periods, for a maximum of eighteen (18) months, at the discretion of the Commission, except as set forth in subsection (3) of this subsection.
 - (3) Additional temporary permits for six (6) month periods beyond the initial eighteen (18) month period may be authorized by the Commission:
 - (i) If the progress of the applicant toward establishing a permanent business facility is being delayed by the action of a public agency, the temporary permit may be renewed indefinitely; or
 - (ii) If the applicant has an approved development plan for a permanent business facility and can demonstrate that progress is being made to implement such plan, the temporary permit may be extended to a maximum twenty-four (24) month period from the date of the initial approval.
- (b) *Storage.* Travel trailers, motor homes, and campers may be stored anywhere on a lot provided:
- (1) No utility service is connected to the vehicle, except for the temporary twenty-four (24) hours use of power to recharge batteries or service appliances; and
 - (2) The vehicle is not located in a clear zone.
- (c) *Exemption.* A motor home or mounted camper which is normally used for every day transportation, is mounted on a pickup of greater than 3/4 ton, is not more than seventy-eight (78) inches in height measured from the surface of the street, and is not more than seventy-two (72) inches in width is exempt from this section.
- (d) *Amortizing.* Travel trailers, motor homes, and campers existing on August 21, 1973, shall conform to the requirements of this section within the time frame established by the State for amortizing mobile homes which allows nine years from the date of manufacture to amortize a 193 inch by 480 inch or smaller mobile home and eighteen (18) years from the date of manufacture to amortize larger units, but in no event shall it be less than three (3) years.
- (e) *Temporary dwelling during construction.* A travel trailer, motor home or camper to be used as a dwelling in a residential zone while a single-family dwelling is under construction on the same lot is a permitted use during construction with a valid building permit for the proposed residence. The temporary dwelling must be removed from the property within ten (10) days of receiving a final occupancy or final inspection for the residence. In addition, the following provisions apply:
- (1) The trailer, motor home or camper may only be so located and occupied while actual construction activities are taking place upon the lot; in no case may the period of such placement and use exceed one year.
 - (2) The trailer, motor home or camper may only be occupied by the property owner; who is also the builder designated on the building permit, and family.
 - (3) The minimum yards for the zone shall be maintained.

(Prior code § 10-2.2312)

January 18, 2022

AGENDA ITEM 3.D

REQUEST

PROVIDE DIRECTION ON DIGITAL BILLBOARD FOR ECONOMIC DEVELOPMENT PURPOSES

EXECUTIVE SUMMARY

This item follows up on Tracy City Council comments from the September 3, 2019 discussion about digital billboard policy. During deliberation, Council expressed desire for certain economic activity centers in the City to have an enhanced digital billboard presence along the I-205 corridor. With the recent adoption of the ordinances amending the City's sign regulations, this item introduces a range of potential options for promoting economic development activities and community events to I-205 commuters. Staff identified a City-owned location deemed appropriate for a digital billboard and is seeking direction on the public-private partnership structure with the developer in the event the digital billboard is desired. Such billboard benefits include revenue creation via ground lease and/or content for promotion of local events and amenities, economic opportunities and tourism, boosting civic pride, and emergency updates.

DISCUSSION

Background

On September 3, 2019, Council provided direction to staff on the electronic reader board/digital billboard policy in response to the application submitted by the Northgate Village ownership. During this discussion, Council expressed desire for the West Valley Mall and the auto mall, among other city businesses, to have an enhanced digital billboard presence along I-205 as part of the City's economic development objective. In the past, both the previous West Valley Mall ownership and Tracy auto dealers expressed interest in digital presence along I-205; however, such off-site advertising and billboards were not allowed in Tracy.

On November 2, 2021, planning division staff introduced ordinances to amend the City's sign regulations and I-205 Specific Plan to add definitions and regulations for digital freeway signs and to amend the City's sign regulations to reflect new content neutral industry standards. The ordinance was approved by Council per Resolution No. 2021-163, which enables construction of two digital freeway signs within certain areas of the I-205 Corridor Specific Plan. With one of these signs planned at the Northgate Village Shopping Center, this change creates an economic development opportunity for utilization of the second digital billboard to create off-site exposure to Tracy's economic activity engines around West Valley Mall. One such sign is allowed there under the new sign regulations. With 152,000 annual average daily trips, a digital billboard along I-205 would have strong exposure value and economic development potential.

With the new digital billboard ordinance adopted by the Council, the City has an opportunity to promote its economic activities and community events to I-205

commuters. Review of City-owned sites along the I-205 corridor that are located within the I-205 Specific Plan resulted in identification of a sole suitable site located at Naglee Road. The site (APN 212-290-52 and 212-290-42) consists of about 19,700 square feet of unutilized land area at the end of the roundabout between Chipotle Mexican Grill and El Pollo Loco.

Economics of Digital Signs

Desirability of digital billboards is correlated to size, visibility, and traffic counts. Caltrans estimates annual average daily trips of 152,000 along I-205, which is substantial from the advertisement sale perspective. New digital billboards typically cost around \$1 million to put up with cost varying on soil conditions, utility connections, and local regulatory requirements. Preliminary input from billboard developers suggest utilization of about a 1,000 square foot site area for a digital billboard base with a likely height of 50 feet or above given the location of the City-owned site.

Community benefits of digital billboards on publicly owned land include revenue creation via ground lease and/or content for promotion of local events and amenities, economic opportunities and tourism, boosting civic pride, and emergency updates. Promotional content is particularly valuable for off-site marketing of economic activities that lack freeway frontage presence. Digital billboards on publicly owned land are typically operated by private sector specialized operators with cities receiving either ground lease or share of content as basis for ground lease.

Policy Considerations

To move forward with the implementation of City Council's previously stated objectives, staff is seeking direction on the following questions:

1. Should the City move forward with the RFP to select a digital billboard developer and operator partner for the City-owned site at Naglee Road?
2. If City Council desires to move forward with this effort, what is the preferred objective for the public-private partnership:
 - a. Negotiate maximum advertising time to promote economic development activities. These activities could include promotion of community events and amenities, economic opportunities and tourism, and emergency updates.
 - b. Negotiate maximum ground lease or revenue share. New revenue to the City, which could be used to support City-owned facilities, programs, or services.
 - c. Negotiate a hybrid structure with a balance of advertising time and ground lease.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Economic Development Strategic Priority, Goal 1, which is to support local businesses impacted by COVID-19.

FISCAL IMPACT

The fiscal impact will depend on the Council direction provided to staff and will be a revenue generator to the City's General Fund via a combination of ground lease revenue for the digital billboard and increased tax activity from additional business support.

RECOMMENDATION

Staff recommends that Council provide direction to staff on digital billboard for economic development purposes.

Prepared by: Michael Nimon, Economic Development Manager

Reviewed by: Victoria Lombardo, Senior Planner
Bill Dean, Interim Development Services Director
Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENT

Attachment A - Powerpoint Presentation



Provide Direction on Digital Billboard for Economic Development Purposes

January 18, 2022

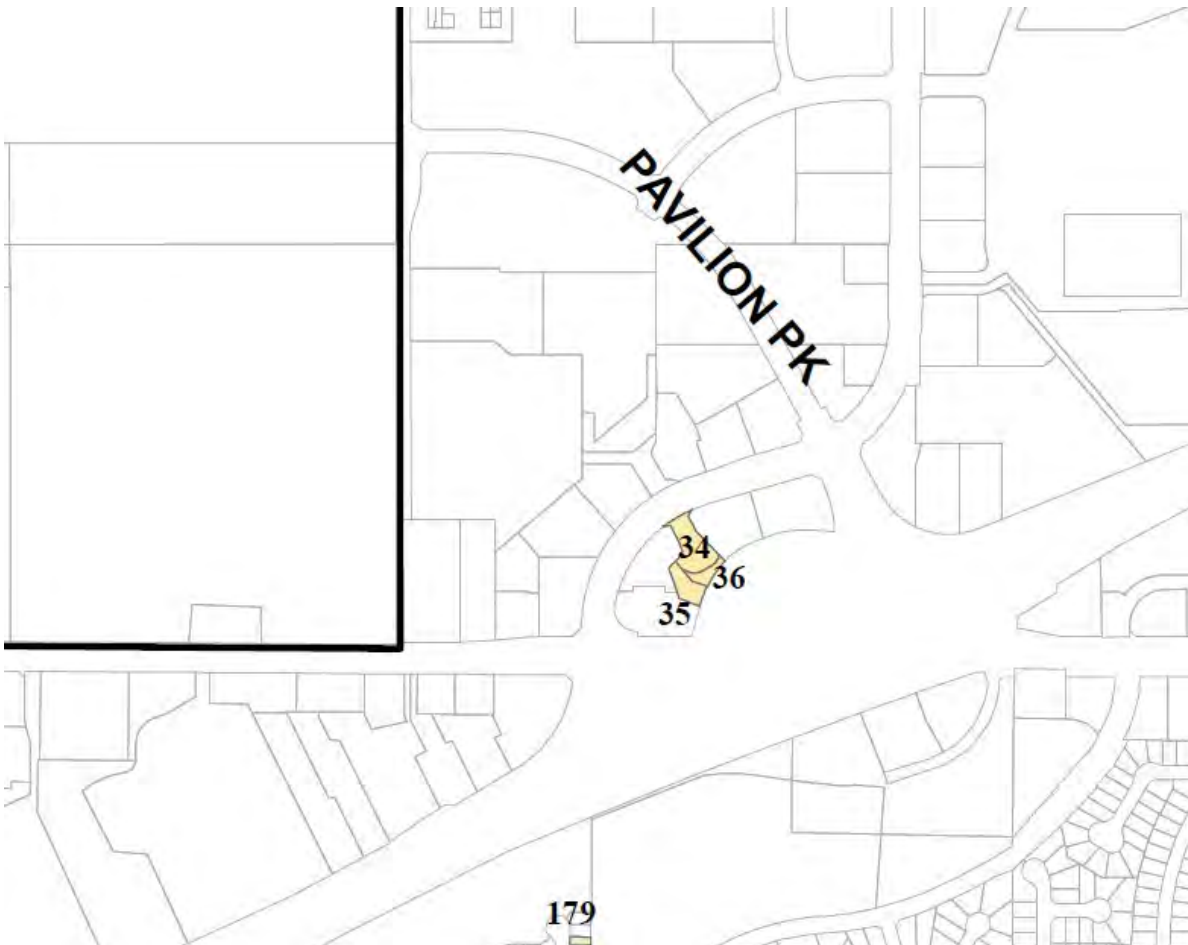
Background

- **September 3, 2019:** Council provided direction on the electronic reader board/digital billboard policy
- Council expressed desire for the West Valley mall and the auto mall, among other city businesses, to have an enhanced digital billboard presence
- **November 2, 2021:** Council approved ordinances amending sign regulations and I-205 Specific Plan

Digital Billboard Opportunity

- Promote economic activities and community events to I-205 commuters
- Create off-site exposure to economic activity engines with no freeway frontage.
- Leverage 152,000 annual average daily trips along I-205
- Determine a city-owned site to create a public-private partnership

Proposed Digital Billboard Location



Digital Billboard Community Benefits

- Revenue creation via ground lease
- Ability to promote local amenities, economic activity centers, and tourism
- Boosting civic pride, community events, and emergency updates

Digital billboards on publicly owned land are typically operated by private sector specialized operators with cities choosing to receive either ground lease or share of content as basis for ground lease

Examples of Digital Billboard Messaging



Examples of Digital Billboard Messaging



Examples of Digital Billboard Messaging



Questions for Discussion

1. Should the City move forward with the RFP to select a digital billboard developer and operator partner for the City-owned site at Naglee Road?
2. If so, what is the preferred negotiation objective:
 - a. Maximum advertising time to promote economic development activities
 - b. Maximum ground lease or revenue share (to support City-owned facilities, programs, or services)
 - c. A hybrid structure with a balance of advertising time and ground lease

AGENDA ITEM 3.E

REQUEST

DISCUSS EXTENSION OF THE CONCRETE BLOCK WALL AND ADDITIONAL SECURITY MEASURES AT EL PESCADERO PARK AND PROVIDE DIRECTION

EXECUTIVE SUMMARY

El Pescadero Park currently has fences along several sides of the park. These fences are constructed of a variety of materials. One 360' section along the north west edge of the park has a wooden fence that is owned by the neighboring properties. At the September 7, 2021 Council meeting, Council Member Davis, seconded by Mayor Pro Tem Vargas, requested that staff provide Council an opportunity to discuss the extension of the concrete block wall in this area as a means of providing additional security for the residences immediately adjacent to the park. While researching wall options, related security issues arose that may further enhance security at the park. This report presents the item for Council consideration.

DISCUSSION

In 2003, concerns by residents adjacent to El Pescadero Park resulted in the City constructing a 280 linear foot long, by 8-foot tall, concrete block wall. This project was intended to separate the residences from activities taking place at and near the existing skate park. This project was completed at a cost of approximately \$67,000.

Beginning approximately two years ago, El Pescadero Park has seen an increasing number of unsheltered individuals living in the park. In March of 2021, a fire in the park damaged a portion of the remaining exposed wooden fence along the western edge of El Pescadero. This incident resulted in a variety of outreach and enforcement actions. No further such incidents have occurred since. However, feedback from the neighboring residents spurred an interest in extending the existing concrete block wall near this area by an additional 360' to the north. At the September 7, 2021 Council meeting, Council requested that staff provide an opportunity for Council to discuss the extension of the wall in this area (See Attachment 'A').

It is important to note that there are over 70 other City parks throughout the park system. Most of these facilities have portions of the facility defined by a fence of some type. Many of the fences are constructed of wood or chain link material, and most are owned by the bordering residential property owner. The funding availability for capital projects such as the construction of new walls varies by site (i.e., General Fund, Landscape Maintenance District zone, or Community Facility District).

As part of this discussion regarding El Pescadero Park, staff would also recommend that Council consider funding electrical work to allow for the expansion of the Park Camera Program in the park to help various City departments with enforcement related to ongoing issues in the park. Additional cameras would also provide a better sense of security along the private property lines of the park. In early 2021, four cameras were

installed on the park restroom in El Pescadero Park as a part of the Park Camera Program. The park restroom was the only viable option for camera installation at that time due to limited electrical connection points available and limited funding. Although the camera presence has helped with issues around the restroom and the playground, these cameras do not provide adequate coverage in many other areas around the park.

This report presents these items for Council consideration.

FISCAL IMPACT

Staff has prepared an initial estimated construction cost of \$200,000, which will be further refined to include design and construction management costs dependent upon Council's direction. If directed, this project will be included as part of the discussion for the CIP Workshop scheduled for March 2022. Funding for this project would come from the General Fund and will require an appropriation as it is an unfunded project. Additionally, staff is investigating options for possible grant funding for all or part of this project.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Quality of Life Priority, which is to provide an outstanding quality of life by enhancing the City's amenities, business mix and services, and cultivating connections to promote positive change and progress in our community.

RECOMMENDATION

Staff recommends that the City Council discuss extension of the concrete block wall and the addition of electrical work related to security measures at El Pescadero Park and provide direction.

Prepared by: Don Scholl, Director of Public Works

Reviewed by: Ilene Macintire, Senior Civil Engineer
Richard Joaquin, Parks Planning and Development Manager
Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENTS:

Attachment A – El Pescadero Park (image showing existing and proposed block wall)
Attachment B – El Pescadero Park (additional perimeter fencing)



EL PESCADERO PARK



NORTHWEST PARK WALL
360 LF PROPOSED

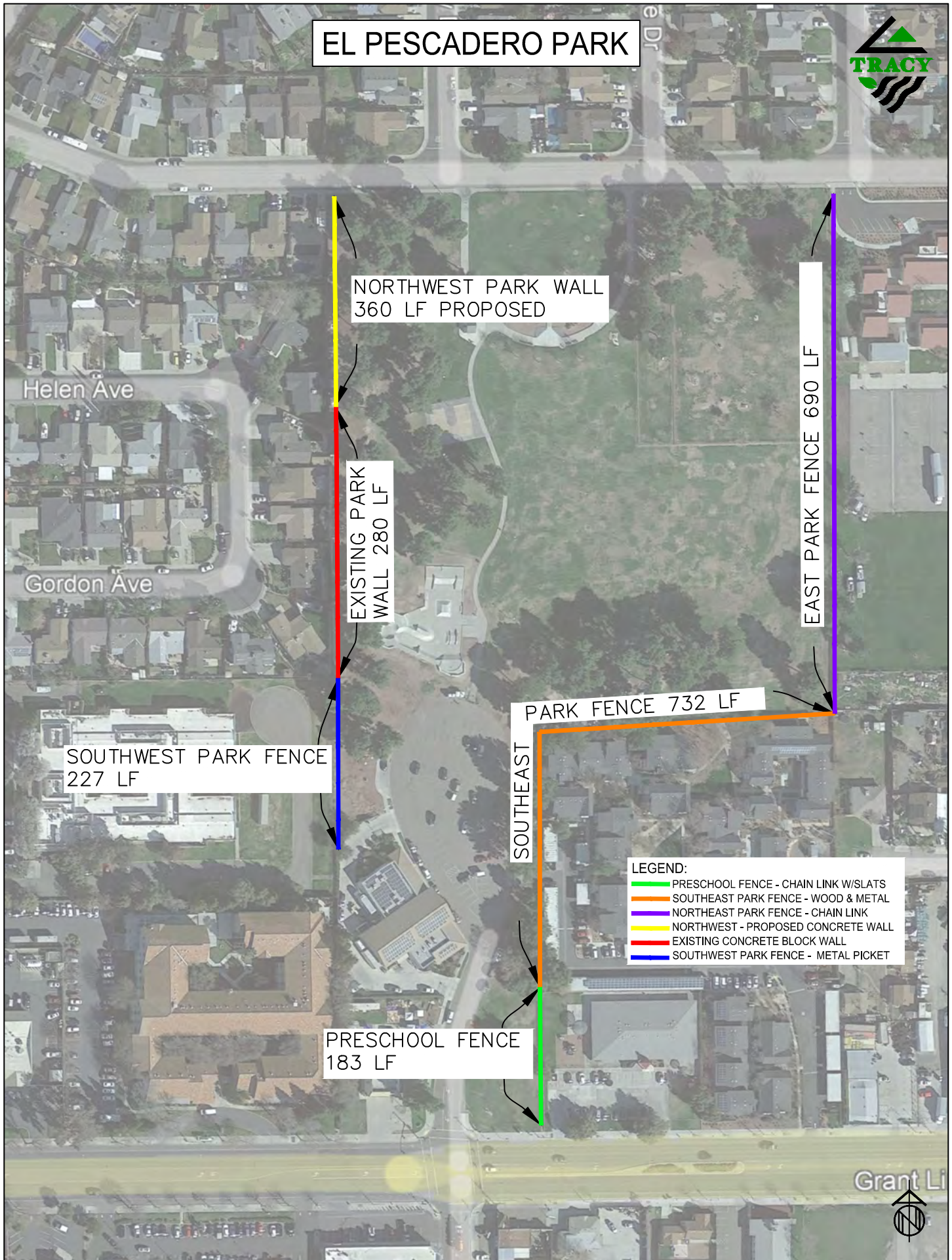
EXISTING PARK
WALL 280 LF

Helen Ave

Gordon Ave

Grant Li





AGENDA ITEM 3.F

REQUEST

REVIEW AND DETERMINE APPOINTMENTS TO COUNCIL COMMITTEES AND OTHER COMMITTEES, BOARDS AND COMMISSIONS

EXECUTIVE SUMMARY

This item requests that Council review and determine appointments of Council representatives on various City Council committees and regional and multi-agency committees, boards, and commissions.

DISCUSSION

Appointments to Council committees are reviewed on an annual basis. Appointments were last reviewed on January 19, 2021. Attached is the list of appointments approved by the Council for 2021 (Attachment A) to various Council committees and regional and multi-agency committees, boards, and commissions on which the City of Tracy is allocated a representative.

To codify current practice, the Community Development Block Grant Advisory Board will be removed from the list as there has not been a council member assigned to the committee since prior to 2011. Since 2011 a three-member Parks and Community Services Commission subcommittee has worked with staff to assist in the development of evaluation criteria, priority areas of need, application evaluation and funding recommendations to be brought to the Council for approval of grantees each year in March.

On March 16, 2021, City Council approved the formation of a standing Tracy Homelessness Advisory Committee, and by resolution appointed Council Members Arriola and Davis to serve on the committee. Since the last appointment process for this committee occurred outside of the regular committee appointment cycle, staff recommends appointing Homelessness Advisory Committee members at this time to realign the committee's appointment cycle with all other standing committee appointments. Since the current committee appointees have only served a partial year, Council may wish to consider reappointing the current committee member's terms until the January 2023 appointment cycle.

For all committees, Council Members may be reappointed to the same committees on which they are currently serving, or new assignments can be made upon request.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no fiscal impact associated with this report.

RECOMMENDATION

That the City Council, by motion, determine appointments to the listed bodies as appropriate.

Prepared by: Adrienne Richardson, City Clerk

Reviewed by: Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

Attachment A - List of Council Appointments for 2021

**2021 LIST OF CITY COUNCIL REPRESENTATIVES ON VARIOUS
COMMITTEES/BOARDS/COMMISSIONS/AGENCIES**

Committee/Commission	Meetings Held	Council Members
*City/Chamber Liaison	Quarterly	Council Member Arriola Council Member Davis (Alternate)
*City/Schools Liaison	Every other month	Council Member Arriola Council Member Bedolla
*Investment Review Committee	Quarterly	Mayor Pro Tem Vargas Council Member Bedolla
*South San Joaquin County Fire Authority (SSJCFA)	Monthly	Mayor Young Council Member Davis Mayor Pro Tem Vargas (Alternate)
***City Selection Committee	Annually, additional meetings as needed	Mayor Young
~~***Community Development Block Grant Policy Advisory Committee~~	~~As needed, in conjunction with the distribution of the CDBG grants.~~	
***Council of Governments	Monthly, in Stockton at 4:00 p.m. on the fourth Thursday of the month.	Mayor Young Council Member Arriola (Alternate)
***San Joaquin County Water Advisory Commission	Monthly	Kul Sharma Stephanie Reyna-Heinstead
***San Joaquin Partnership	Monthly, on the fourth Thursday of each month	Mayor Young Mayor Pro Tem Vargas (Alternate)
***San Joaquin Regional Rail Commission	Monthly	Mayor Young
***Solid Waste Management Plan Advisory Task Force	As needed	Mayor Pro Tem Vargas Don Scholl
***Special City Selection Committee, SJVAPCD	As needed	Council Member Bedolla Council Member Davis (Alternate)
***League of California Cities, Central Valley Division Executive Committee	Quarterly	Council Member Davis Council Member Bedolla (Alternate)
San Joaquin Council of Government's One Voice – Washington	Annual Delegation:	Mayor Young Council Member Arriola Council Member Davis Mayor Pro Tem Vargas <i>(Attend virtual in April and if October opens up discuss at later date)</i>
***Altamont Regional Traffic Authority (ARTA) JPA	As needed	Mayor Young
***Tri-Valley- San Joaquin Valley Region Rail Authority (Valley Link)	Monthly	Mayor Pro Tem Vargas Council Member Bedolla (Alternate)
***LAFCo		No appointment at this time

Tracy Chamber Governmental Affairs Committee	Monthly	Jenny Haruyama , City Manager (or Designee)
*Tracy Homelessness Advisory Committee <u>(Established by Resolution 2021-033 on March 16, 2021)</u>	Quarterly	Council Member Arriola Council Member Davis <u>(Appointed by Resolution 2021-033 on March 16, 2021)</u>
***East Bay Community Energy (EBCE)	Monthly	Council Member Arriola Council Member Davis (Alternate)
**Ad Hoc Fiscal Sustainability Subcommittee <u>(Resolution 2021-189 extended term to 12/31/2022)</u>	As Needed	Mayor Pro Tem Vargas Council Member Arriola

*Standing Committees **Ad Hoc Committee ***Multi- Agency Board

COUNCIL COMMITTEES - 2021

Following is a current list of both standing committees and ad hoc committees. Some of these appointments are City of Tracy appointments to a larger body, while others are City directed activities only.

I. STANDING COMMITTEES

A. City/Chamber Liaison Committee

1. Dan Arriola, Council Member
2. Eleassia Davis, Council Member (Alternate)
3. City Manager

Meets quarterly, typically on the second Monday of the designated month at 4:00 p.m. at the Chamber to discuss issues of concern to both the City and the Chamber, i.e. Fourth of July activities, Downtown activities, etc.

B. City/Schools Liaison Committee

1. Dan Arriola, Council Member
2. Mateo Bedolla, Council Member
3. City Manager
4. Sekou Millington, Police Chief
5. Assistant City Manager
6. Don Scholl, Public Works Director
7. Brian MacDonald, Parks & Recreation Director

Meets every other month with School District officials to discuss issues of mutual concern, i.e. school pedestrian routes, bus routes, facilities, crossing guards, etc.

C. Investment Review Committee

1. Veronica Vargas, Mayor Pro Tem
2. Mateo Bedolla, Council Member
3. Ray McCray, Treasurer
4. Finance Director
5. City Manager

Meets on a quarterly basis to address issues involving investment of the City's funds and management of the City's portfolio. Meetings are usually held on the last Monday of the quarter at 5:30 p.m. in Room 109 at City Hall.

D. South San Joaquin County Fire Authority (SSJCFA) – Joint Powers Authority

1. Nancy Young, Mayor
2. Eleassia Davis, Council Member
3. Veronica Vargas, Mayor Pro Tem (Alternate)

The SSJCFA consists of four members - two Council Members appointed annually by the City Council, and two Board Members of the Tracy Rural Fire Protection District appointed annually by the Board. The Board of Directors meets on a monthly basis, and has the responsibility to manage and administer the fire protection services provided to the jurisdictional area of the South San Joaquin County Fire Authority. The meetings are held on the third Tuesday of each month at 3:00 p.m. at Fire Administration

E. Tracy Homelessness Advisory Committee

1. Dan Arriola, Council Member
2. Eleassia Davis, Council Member

On February 16, 2021, City Council formed a Homelessness Advisory Committee with the purpose of implementing the Tracy Homelessness Strategic Plan including the possible amendment of such plan, and the purpose to continue to address homelessness in the City of Tracy. On March 16, 2021, Council adopted Resolution 2021-033 forming the Tracy Homelessness Advisory Committee and appointing Council Members to serve on the committee. On April 15, 2021, the Council subcommittee approved the meeting schedule: Meetings will be quarterly, on the third Thursday of the month at 7:00 p.m.

II. AD HOC COMMITTEES

A. Ad Hoc Fiscal Sustainability Subcommittee

1. Veronica Vargas, Mayor Pro Tem
2. Dan Arriola, Council Member

On April 7, 2020, two Council Members were appointed to the Fiscal Sustainability Ad-Hoc Subcommittee. The Ad-Hoc Subcommittee provides policy guidance as it relates to the development of a multi-year fiscal sustainability plan to address the City's structural deficit and impacts associated with COVID-19. On May 19, 2020, City Council adopted Resolution 2020-067 establishing the City Council Fiscal Sustainability Ad-Hoc Subcommittee effective July 1, 2020 through December 31, 2020. On March 9, 2021 Council adopted Resolution 2021-024 extending the Fiscal Sustainability Subcommittee effective January 1, 2021 through December 31, 2021. On December 7, 2021 Council adopted Resolution 2021-189 extending the Fiscal Sustainability Subcommittee effective January 1, 2022 through December 31, 2022. Meets as needed.

III. THIRD AGENCY MEMBER APPOINTMENTS

A. **City Selection Committee**

Contact: Nichole Lee, Chief Deputy Clerk, (209) 468-3236
nicholelee@sigov.org

1. Nancy Young, Mayor

This committee is composed of the Mayors of the cities in San Joaquin County and addresses issues related to membership and appointments to regional boards, such as LAFCO, Delta Protection Agency, and the San Joaquin Valley Unified Air Pollution Control District, etc.

~~B. Community Development Block Grant Policy Advisory Committee~~

Since 2011 a three-member Parks and Community Services Commission subcommittee has worked with staff to assist in the development of evaluation criteria, priority areas of need, application evaluation and funding recommendations to be brought to the Council for approval of grantees each year in March.

C. **San Joaquin Council of Governments (COG)**

Phone: 209-235-0600

1. Nancy Young, Mayor
2. Dan Arriola, Council Member (Alternate)

The Council of Governments meets monthly and deals with regional issues, including transportation issues, habitat mitigation, regional rail issues, airport land use matters, etc. The Board includes one representative from the cities of Ripon, Escalon, Lathrop, Lodi, Manteca, and Tracy; three representatives from the City of Stockton; three representatives from the Board of Supervisors. Members receive a \$100 stipend per meeting. Meetings are held in Stockton at 4:00 p.m. on the fourth Thursday of the month.

D. **Local Transportation Authority Citizens Advisory Committee**

(COG) Contact: COG – Tim Kohaya, Senior Regional Planner (209-235-0389) kohaya@sicog.org

1. Mary Kennedy-Bracken (Citizen appointed by Mayor)

The **Citizens Advisory Committee (CAC)**, was established in 1991 to involve citizens from a diverse set of backgrounds and interest areas in the development of transportation plans and programs overseen by SJCOG. The CAC provides an important forum for discussion and debate about the

implementation of the Measure K program and regional transportation planning issues.

The CAC is composed of 16 members that represent the geographical, social, cultural, and economic mix of the region. One member is appointed from each of the seven cities (Escalon, Lathrop, Lodi, Manteca, Ripon, Stockton, and Tracy), and from San Joaquin County. One member is appointed from each of these special interest groups: League of Women Voters, Sierra Club, Business Industry, Trucking Industry, the National Association for the Advancement of Colored People (NAACP), University of the Pacific, and the Agriculture Industry. One member is appointed from the transit advocate category. Meets on the third Wednesday of each month at 6:00 p.m. Location: SJCOG, 555 Weber Ave, Stockton, CA.

F. San Joaquin County Water Advisory Commission

Contact: Kristy Smith (Clerk), San Joaquin County Public Works Dept. (209-468-0219)

1. Kul Sharma, Director of Utilities
2. Stephanie Reyna-Heinstand, Water Resources Coordinator (Alternate)

Appointed by the Board of Supervisors, this Commission acts in an advisory capacity to the San Joaquin County Flood Control and Water Conservation District. Consists of 22 members from the various cities and water agencies in San Joaquin County. Meets on the 3rd Wednesday of each month at 1:00 p.m. Location: Public Health Conference Room, 1601 E. Hazelton, Stockton, CA.

G. San Joaquin Partnership

Contact: Chris Youngsma, (956-3380) or Rene Armendariz (209-956-3380)
rene@sanjoaquinusa.org

1. Nancy Young, Mayor
2. Veronica Vargas, Mayor Pro Tem (Alternate)

The San Joaquin Partnership is a non-profit, private-public economic development corporation assisting business and industry to locate into San Joaquin County. The partnership meets on the fourth Thursday of each month at 8:00 a.m. Location: 2431 W. March Lane, Suite 103, Stockton, CA. 95207.

H. San Joaquin Regional Rail Commission

Contact: Jaclyn Miramontes, 209-944-6289, jackie@acerail.com
Rail Commission staff (1-800-411-7245)

1. Nancy Young, Mayor

The San Joaquin Regional Rail Commission oversees the development of rail services on a regional basis. The San Joaquin Regional Rail Commission owns and operates and is the policy-making body for the Altamont Corridor Express (ACE) service. SJRRC is governed by a Board of Directors which consists of six full-voting members from San Joaquin County and two special-

voting members from Alameda County. The members are appointed by the San Joaquin Council of Governments (SJCOG) and are based on nominations by the local elected government. Ex-officio members represent Caltrans District 10, the San Joaquin Regional Transit District (SJRTD), SJCOG and StanCOG. The commission meets monthly on the first Friday of each month at 8:00 a.m. Location: Robert J. Cabral Station, South Hall Meeting Room, 949 East Channel Street, Stockton, CA. (Appointed by Commission) The San Joaquin Regional Rail Commission (SJRRRC)

I. Integrated Waste Management Task Force (Formerly: Solid Waste Management Plan Advisory Task Force) Contact: Desi Reno, SJC Public Works Department – (209/468-3066)

1. Veronica Vargas, Mayor Pro Tem
2. Don Scholl, Public Works Director

This task force is comprised of elected representatives of the governmental agencies responsible for preparing the County Integrated Waste Management Plan. The duties of the task force include: identifying solid waste management issues of County-wide or regional concern; facilitating the development of multi-jurisdictional arrangements for the marketing of recyclable materials; developing goals, policies and procedures consistent with guidelines and regulations adopted by the Department of Resources Recycling and Recovery, and advising the Board of Supervisors on matters pertaining to the County-wide Household Hazardous Waste Program. Meets as needed.

J. Special City Selection Committee, SJVAPCD
Contact: Seyed Sadredin, Executive Director – (559/230-6036),
Email: seyed.sadredin3@valleyair.org, Michelle Franco, Clerk of the Board (559/230-6038)

1. Mateo Bedolla, Council Member
2. Eleassia Davis, Council Member (Alternate)

The Committee is charged with making appointments of City representatives to the San Joaquin Valley Air Pollution Control District's Governing Board. Meets as needed.

K. League of California Cities, Central Valley Division Executive Committee
Contact: Steve Dial, Regional Public Affairs Manager, 209-614-0118, sdial@sicog.org

1. Eleassia Davis, Council Member
2. Mateo Bedolla, Council Member (Alternate)

The Central Valley Division includes 25 cities in Calaveras, Merced, Madera, San Joaquin, Stanislaus, and Tuolumne counties and provides members with the opportunity to exchange ideas and information and share the advantages of cooperative advocacy. Elected city officials and professional city staff attend division meetings. Meets Quarterly in various locations.

L. San Joaquin Council of Government's One Voice Trip to Washington

1. Nancy Young, Mayor
2. Dan Arriola, Council Member
3. Eleassia Davis, Council Member
4. Veronica Vargas, Mayor Pro Tem

Annual trip to Washington, D.C. as part of SJCOG delegation. (Will be virtual in 2021)

M. Tri-Valley-San Joaquin Valley Regional Rail Authority (Valley Link)

1. Veronica Vargas, Mayor Pro Tem
2. Mateo Bedolla, Council Member (Alternate)

The Tri-Valley-San Joaquin Valley Regional Rail Authority was formed for purposes of planning, developing, and delivering cost-effective and responsive transit connectivity between the Bay Area Rapid Transit District's (BART) rapid transit system and the Altamont Corridor Express commuter rail service in the Tri-Valley region. The Authority consists of 15 members representing the Tri-Valley cities, the Central Valley cities, and BART. Meets on second Wednesday of the month. Location rotates. Contact: Michael Tree

N Altamont Regional Traffic Authority (ARTA) Joint Powers Authority (JPA) Contact: Cindy Horvath, Senior Transportation Planner, 510-670-6511, cindy.horvath@acgov.org

1. Nancy Young, Mayor

Primary purpose is to collect and authorize expenditure of transportation impact fees. The JPA consists of Mayor of Tracy, Mayor of Livermore, and Supervisor from Alameda County BOS District 1. Meets as needed.

O. LAFCo (Local Agency Formation Commission)

1. City of Tracy's next rotation will not be until 2025 as Alternate

LAFCo is responsible for coordinating logical and timely changes in local governmental boundaries, including: annexations and detachments of territory; incorporations of cities; formations of special districts; and consolidations, mergers, and dissolutions of districts. LAFCo Commission meets regularly on the 2nd Thursday of each month at 9:00 a.m.

P. Tracy Chamber Governmental Affairs Committee

1. ~~Jenny Haruyama~~ City Manager (or Designee)

The purpose of the Tracy Chamber Governmental Affairs Committee is to provide information and updates to Chamber membership on issues and legislation affecting businesses. Every month, the Chamber invites businesses to agenda the Governmental Affairs Committee to engage in dialogue about issues affecting the business community, as well as receive updates from local, county, state, and federal representatives. The committee meets on the third Wednesday of every month at 4:00 p.m. at the Chamber of Commerce office.

Q. East Bay Community Energy (EBCE) Authority

Contact: Adrian Bankhead, Assistant Board Clerk – 510-906-0491 Email: abankhead@ebce.org and Alex DiGiorio, Public Engagement Manager – (510-993-7562) Email: adigiorgio@ebce.org

1. Dan Arriola, Council Member
2. Eleassia Davis, Council Member (Alternate)

Alameda County and Cities in Alameda County developed the East Bay Community Energy Authority Joint Powers Agreement (JPA) which creates the East Bay Community Energy Authority (Authority), which governs and operates the CCA program. The Authority provides alternate electric services to consumers under a JPA with Alameda County and the vast majority of all cities in that county. On August 20, 2019, the City Council authorized staff to pursue services with East Bay Community Energy (EBCE). The EBCE Board of Directors is made up of an elected officials from each of the participating jurisdictions and one representative (non-voting) from the Community Advisory Committee (CAC). The Board meets monthly on the third Wednesday of each month except for the months that have 5 Wednesdays, where the meeting will be held on the second Wednesday of that month. The members receive a \$100 stipend per monthly meeting. Meeting location: City of Hayward Council Chambers, 777 B Street, Hayward Ca. 94544 at 6:00 p.m.

AGENDA ITEM 3.G

REQUEST

APPOINT ONE APPLICANT TO SERVE ON THE MEASURE V RESIDENTS' OVERSIGHT COMMITTEE

EXECUTIVE SUMMARY

On August 17, 2021, a vacancy occurred on the Measure V Residents' Oversight Committee, and on February 28, 2022, terms for two of the Measure V Residents' Oversight Committee members will expire. A recruitment was conducted, and appointments need to be made to fill those positions.

DISCUSSION

On August 17, 2021, a vacancy occurred on the Measure V Residents' Oversight Committee, and on February 28, 2022, terms for two of the Measure V Residents' Oversight Committee members will expire. A recruitment was opened on October 13, 2021, and ended on November 4, 2021, during which time three applications were received for the Measure V Residents' Oversight Committee.

On January 10, 2022, a Council Subcommittee consisting of Council Member Bedolla and Council Member Davis interviewed two applicants for the Measure V Residents' Oversight Committee, the third applicant was unable to participate. In accordance with Resolution No. 2021-200, the Council subcommittee will recommend one candidate for appointment to the City of Tracy Measure V Residents' Oversight Committee.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

That Council, by motion, approve the subcommittee's recommendation and appoint Thomas Huffman to the Measure V Residents' Oversight Committee to serve a 3-year term beginning on March 1, 2022 and ending on February 28, 2025. The City Clerk's Office will conduct a new recruitment to fill one current vacancy and one upcoming term expiration.

Prepared by: Necy Lopez, Deputy City Clerk

Reviewed by: Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

RESOLUTION 2021-200

ADOPTING A COUNCIL POLICY ESTABLISHING A SELECTION PROCESS FOR APPOINTMENTS TO CITY ADVISORY BODIES AND REPEALING RESOLUTION NO. 2021-131

WHEREAS, On September 7, 2021, the Tracy City Council adopted Resolution 2021-131 establishing a policy for the selection process for appointments to City advisory Bodies and repealing Resolution 2020-009;

WHEREAS, The current policy states that Council shall appoint two Council Members to serve on a subcommittee to review applications, interview applicants and recommend a candidate for appointment to the board, commission or committee, and

WHEREAS, Council wishes to amend the language of Section 2 (D)(1) to state that Council shall appoint two members *and an alternate* to serve on a subcommittee to review applications, interview applicants and recommend a candidate for appointment to the board, commission or committee.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Tracy hereby adopts the Council Policy Establishing a Selection Process for Appointments to City Advisory Bodies, attached as Exhibit A, and thereby repeals and supersedes Resolution No. 2021-131.

* * * * *

The foregoing Resolution 2021-200 was passed and adopted by the Tracy City Council on the 21st day of December, 2021, by the following vote:

AYES: COUNCIL MEMBERS: ARRIOLA, BEDOLLA, DAVIS, VARGAS, YOUNG
NOES: COUNCIL MEMBERS: NONE
ABSENT: COUNCIL MEMBERS: NONE
ABSTAIN: COUNCIL MEMBERS: NONE

ATTEST:


CITY CLERK


MAYOR

**COUNCIL POLICY ESTABLISHING A SELECTION PROCESS FOR APPOINTMENTS TO
CITY ADVISORY BODIES
(Exhibit "A" to Resolution No. 2021-200)**

SECTION 1: PURPOSE

To establish a selection process for appointments to City advisory bodies including defining residency requirements, in accordance with Government Code sections 54970 et seq.

SECTION 2: SELECTION PROCESS FOR APPOINTEE BODIES

- A. On or before December 31st of each year, the City Clerk shall prepare an appointment list of all regular and ongoing boards, commissions and committees that are appointed by the City Council of the City of Tracy. The list shall contain the following information:
1. A list of all appointee terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of the appointment, the date the term expires and the necessary qualifications for the position.
 2. A list of all boards, commissions and committees whose members serve at the pleasure of the Council and the necessary qualifications of each position.
 3. The list of appointments shall be made available to the public for a reasonable fee that shall not exceed actual cost of production. The Tracy Public Library shall receive a copy of the list.
- B. Whenever a vacancy occurs in any board, commission or committee, whether due to expiration of an appointee's term, resignation, death, termination or other causes, a special notice shall be posted in the office of the City Clerk, The Tracy Public Library, the City website, and in other places as directed within twenty (20) days after the vacancy occurs. Final appointment to the board, commission or committee shall not be made by the City Council for at least ten (10) working days after the posting of the notice in the Clerk's office. If Council finds an emergency exists, the Council may fill the unscheduled vacancy immediately.
- C. Appointments shall be made for the remainder of the term created by the vacancy except as follows:
1. If appointee will fill an un-expired term with six months or less remaining, the appointment shall be deemed to be for the new term.
 2. If the vacancy is filled by an emergency appointment the appointee shall serve only on an acting basis until the final appointment is made pursuant to section 2.
- D. The Council shall use the following selection process to provide an equal opportunity for appointment to a board, commission or committee:

1. Council shall appoint two Council members and an alternate to serve on a subcommittee to review applications, interview applicants and recommend a candidate for appointment to the board, commission or committee.
 2. If the Council subcommittee determines there are multiple qualified candidates, the subcommittee may recommend the Council establish an eligibility list that will be used to fill vacancies that occur in the following twelve (12) months.
 3. At the Council subcommittee's discretion, the chair (or designee) of the board, committee or commission for which a member will be appointed, can participate in the interviews.
- E. An individual already serving on a City of Tracy board, committee or commission may not be appointed to serve on an additional City of Tracy board, committee, or commission concurrently.

SECTION 3: **DEFINITION OF RESIDENCY REQUIREMENTS**

- A. The following definitions shall be used to determine whether residency requirements are met for boards and commissions to which the Tracy City Council appoints members:
1. Tracy Planning Area means the geographical area defined in the City of Tracy General Plan and any amendments thereto.
 2. City of Tracy means within the city limits of the City of Tracy.
 3. Citizen means a resident of the City of Tracy.
 4. Tracy School District means the geographical area served by the Tracy Unified School District.
 5. Sphere of Influence shall be the geographical area approved by the Local Agency Formation Commission (LAFCo) of San Joaquin County and any amendments thereto.
- B. Residency, as defined above and as set forth in the applicable bylaws for each board or commission, shall be verified annually by the City Clerk. The residency must be verifiable by any of the following means:
1. Voter registration,
 2. Current California Driver's License or Identification,
 3. Utility bill information (phone, water, cable, etc.),
 4. Federal or State tax returns.

- C. Members of boards or commissions shall notify the City Clerk in writing within thirty (30) days of any change in residency. If the change in residency results in the board member or commissioner no longer meeting the residency requirements, the member shall tender their resignation to the City Clerk who shall forward it to the City Council.