TRACY CITY COUNCIL

REGULAR MEETING AGENDA

Tuesday, December 19, 2023, 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).

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: 2555 090 3188** 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 25550903188#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.*
  - *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*

Date Posted: December 14, 2023

CALL TO ORDER

ACTIONS, BY MOTION, OF CITY COUNCIL PURSUANT TO AB 2449, IF ANY

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENTATIONS

1. Proclamation – Martin Luther King, Jr. Day

ORDER OF BUSINESS

1. CONSENT CALENDAR

1.A. Adoption of December 5, 2023 Closed Session and Regular Meeting Minutes

1.B. Staff recommends that the City Council adopt a resolution approving the City's Development Impact Fee Annual Report for Fiscal Year 22-23 on Development Impact Fee revenues and expenditures, in accordance with the Mitigation Fee Act.

1.C. Staff recommends that the City Council adopt a resolution approving the Off-site Improvement Agreement between the City of Tracy and Genesis KC Development, LLC for offsite improvements required for the Tracy Medical & Professional Office Center Project.

1.D. Staff recommends that the City Council waive the second reading and adopt an Ordinance amending Section 4.16.030 of the Tracy Municipal Code to amend the Definitions to include "Sensitive Areas" that consist of designated parks and a 1000-foot buffer around such parks.

1.E. Staff recommends that the City Council waive the second reading and adopt an Ordinance amending sections 10.08.3196(b) and (d) of the Tracy Municipal Code to expand the definition of youth center and to establish buffers between proposed cannabis uses and (a) sensitive uses and (b) existing cannabis uses.

1.F. Staff recommends that the City Council adopt a Resolution: 1) approving Subdivision Improvement Agreements between the City and Toll West, Inc. for Phase 2 of Tracy Village, Tracts 4157, 4158, 4159, 4160, and 4161; and 2) authorizing the City Clerk to file each Agreement with the Office of the San Joaquin County Recorder.

1.G. The Tracy Finance Committee recommends that the City Council adopt a resolution: 1) Authorizing the acceptance of a grant award from San Joaquin County American Rescue Plan Act allocation in the amount of $7,167,798; and 2) Appropriating the total grant funds to the Temporary Emergency Housing project (Capital Improvement Project 71112).

1.H. The Tracy Finance Committee recommends that the City Council adopt a Resolution: 1) Authorizing the acceptance of a grant award from U.S. Department of Housing and Urban Development Economic Development Initiative sponsored by Congressman Josh Harder in the amount of $3 million; and 2) Appropriating the total grant funds

towards the construction of Phase II of the Temporary Emergency Housing Facility project (Capital Improvement Project 71112).

1.I. Staff recommends that the City Council adopt a resolution (1) accepting the construction work completed by Tennyson Electric, Inc. as part of Phase IV of the Temporary Emergency Housing Facility at Arbor Avenue, CIP 71112, (2) authorizing the City Clerk to File the Notice of Completion with the San Joaquin County Recorder's Office, and (3) authorizing the City Engineer to release the bonds and retention payment in accordance with State Law.

1.J. Staff recommends that the City Council adopt a Resolution approving, under the existing Master Professional Services Agreement between the City of Tracy and Brandley Engineering, Inc., the following new Task Orders related to construction projects at the Tracy Municipal Airport: (A) Task Order 10 (Capital Improvement Project 77593), with a Not to Exceed amount of $69,000, (B) Task Order 11 (Capital Improvement Project 77589), with a Not to Exceed amount of $78,000, and (C) Task Order 12 (Insurance Repair), with a Not to Exceed amount of $13,500.

1.K. Staff recommends that the City Council adopt a Resolution authorizing 1) the purchase of six (2) new vehicles and (4) replacement vehicles for the City's fleet, from the National Auto Fleet Group, for a total amount of $573,562.04 and 2) retirement of four (4) vehicles that are in poor condition.

1.L Staff recommends that the City Council adopt a Resolution: (1) Making a determination that compliance with the standard procurement process is not in the best interest of the City and dispense the bidding requirements for the additional scope of work pursuant to California Public Contract Code Section 22050 and Tracy Municipal Code Section 2.20.270(a); (2) Approving the execution of an amendment to the existing contract with GradeTech, Inc., to retroactively expand the scope to include an additional $38,538.21 of work, for a total not-to-exceed amount of $468,661.81; (3)Accepting the construction work completed by GradeTech, Inc. as part of Phase IV of the Temporary Emergency Housing Facility at Arbor Avenue; (4) Authorizing the City Clerk to File the Notice of Completion with the San Joaquin County Recorder's Office; and (5) Authorizing the City Engineer to release the bonds and retention payment in accordance with State Law.

2. ITEMS FROM THE AUDIENCE

3. REGULAR AGENDA

3.A. Receive an informational update on City's 2023 Legislative and Lobbying activities, 2) Approve Resolution Adopting The City's 2024 Strategic Funding Priorities and Amend the City's 2023-2025 Biennial Legislative Platform (Platform); Approve by motion, after discussion, City Council attendance for the City's Federal Lobby Trip in Washington DC (April 8-12, 2024).

3.B. Approve, by motion, after discussion, out-of-state travel for designated City Council Members to attend The United States Conference of Mayors 92nd Winter Meeting in Washington, D.C. January 17-19, 2024.

3.C. Appointing Midori Lichtwardt as the new City Manager, effective December 19, 2023, and approving an At-Will Employment Agreement, between Midori Lichtwardt and the City of Tracy for a bi-weekly salary of $11.406.34

3.D. Adopting a Resolution authorizing: 1) Amendments to the Employment Agreement dated April 5, 2022, between Bijal Patel and the City of Tracy, to reflect an increase in bi-weekly base salary from $9,882.28 to $10,761.81 for merit and equity adjustments and other term modifications, and 2) Amending the Master Salary Schedule relating to the City Attorney to reflect such amendment.

3.E. Staff recommends that the City Council, by motion, appoint Jenny Wood to serve the remaining vacated term on the Environmental Sustainability Commission.

3.F. Staff recommends that the City Council appoint, by motion, two Council Members and an alternative to serve as a selection subcommittee to interview applicants and fill two term vacancies on the Tracy Arts Commission.

4. ITEMS FROM THE AUDIENCE

5. STAFF ITEMS

6. COUNCIL ITEMS

7. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

December 5, 2023, 4:15 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy, CA.

1. Mayor Young called the meeting to order at 4:16 p.m.

2. There were no actions taken pursuant to AB 2449.

3. Roll Call found Council Member Evans, Mayor Pro Tem Davis and Mayor Young present.

   Council Members Arriola and Bedolla absent from roll call.

4. Items from the audience – There was no public comment.

5. Request to Conduct Closed Session

   5.A Personnel Matter (Gov. Code § 54957(b)(1))

   Public Employee Evaluation of Performance

   Position Title: City Manager

   5.B Personnel Matter (Gov. Code § 54957(b)(1))

   Public Employee Evaluation of Performance

   Position Title: City Attorney

   There was no public comment.

ACTION: Motion was made by Mayor Pro Tem Davis and seconded by Council Member Evans to recess to closed session. Roll call found Council Member Evans, Mayor Pro Tem Davis and Mayor Young in favor; passed and so ordered. Time: 4:20 p.m. Council Members Arriola and Bedolla absent from roll call.

Council Member Arriola arrived at 4:22 p.m.

Council Member Bedolla arrived at 4:24 p.m.

6. Mayor Young reconvened the meeting to open session at 5:42 p.m.

7. Report of Final Action, if Any - None

8. Council Items and Comments - None

9. Adjournment – Time: 5:42 p.m.

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

The above agenda was posted at the Tracy City Hall on November 30, 2023. The above are action minutes. A recording is available at the office of the City Clerk.

_____
Mayor

ATTEST:

_____
City Clerk

TRACY CITY COUNCIL REGULAR MEETING MINUTES

December 5, 2023, 7:00 p.m.

City Hall, 333 Civic Center Plaza, Tracy *Web Site:* *www.cityoftracy.org*

Mayor Young called the meeting to order at 7:04 p.m.

There were no actions taken pursuant to AB 2449.

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

Mayor Young led the Pledge of Allegiance.

Pastor Tim Heinrich, Crossroads Baptist Church offered the invocation.

Midori Lichtwardt, Interim City Manager presented Employee of the Month Award for December to Lauren Gonzalez, Development Services Department.

Mayor Young presented Certificates of Recognition to D.A.R.E. graduating students from Discovery, Central, Poet Christian, Saint Bernard's and North Schools.

Mayor Young presented a Certificate of Appointment to Environmental Sustainability Commissioner Anthony Wahhab.

Mayor Young called for a recess at 7:24 p.m.

Mayor Young reconvened the meeting at 7:37 p.m.

1. CONSENT CALENDAR – Following the removal of Consent Items 1.N by Midori Lichtwardt, Interim City Manager and Item 1.P by Hans Van Ligten motion was made by Council Member Arriola and seconded by Mayor Pro Tem Davis to adopt the Consent Calendar. Roll call found all in favor; passed and so ordered.

    1.A. Approval of November 7, 2023 Closed Session and Regular Meeting Minutes – **Minutes were adopted**.

    1.B. Adopt a Resolution 1) approving a Professional Services Agreement, with Larry Walker Associates, Inc., a California Corporation, for a three (3) year term, and not to exceed project budget of $225,857; 2) authorizing the Mayor to sign the agreement; and 3) authorizing the City Manager to extend the length of the contract for up to an additional five (5) years, if necessary to complete the assigned tasks. **– Resolution 2023-229** approved the Professional Services Agreement with Larry Walker Associates, Inc.

    1.C. Adopt a resolution 1) approving a General Services Agreement with Jim Brisco Enterprises, Inc., a California Corporation, for the loading, hauling, and disposal of wastewater treatment biosolids for a one-year term with a not to exceed amount of $176,700; and 2) authorizing the Mayor to sign the agreement. –

Resolution 2023-230 authorized the General Services Agreement with Jim Brisco Enterprises, Inc.

1.D. City Council: (1) approve a Professional Services Agreement with Harris & Associates, Inc. for administrative, engineering, and financial services for the Tracy Consolidated Landscape Maintenance District with a total not-to-exceed amount of $208,755 per year; and (2) authorize the City Manager to extend the agreement by mutual agreement among the parties for an additional four, one-year terms. – **Resolution 2023-231** approved a Professional Services Agreement with Harris & Associates, Inc.

1.E. City Council adopt a Resolution 1) approving a Professional Services Agreement, with Larry Walker Associates, Inc., a California Corporation, for a three (3) year term, and a not to exceed project budget of $79,508; 2) authorizing the Mayor to sign the agreement; and 3) authorizing the City Manager to extend the length of the contract for up to an additional five (5) years pursuant to the terms of the agreement. – **Resolution 2023-232** approved a Professional Services Agreement with Larry Walker Associates, Inc.

1.F. Staff recommends that the City Council adopt a resolution approving 1) the execution of a three-year agreement with Granicus, LLC for the licensing of multiple products and services with a not-to exceed amount of $97,564 annually and 2) dispensing with the procurement requirements for this Agreement pursuant to Tracy Municipal Code Section 2.20.140(b)(3). - **Resolution 2023-233** approved the three-year agreement with Granicus, LLC.

1.G. Adopt a Resolution adopting the Regular Meeting Calendar of the Tracy City Council for Calendar Year 2024. – **Resolution 2023-234** adopted the Regular Meeting Calendar of the Tracy City Council for Calendar Year 2024.

1.H. Staff recommends that the City Council approve a Resolution approving a new Lease between the City of Tracy and Riya Enterprises, LLC for Fixed Base Operation Facilities at the Tracy Municipal Airport, for a Term of Ten Years, at an Initial Monthly Base Rent of $2,843.00. – **Resolution 2023-235** approved a new Lease with Riya Enterprises, LLC. for fixed Base Operations Facilities at the Tracy Municipal Airport.

1.I. Staff recommends that the City Council adopt a Resolution authorizing: 1) Amendments to the City's Classification and Compensation Plan and Master Salary Schedule to add the classifications of Utilities Laboratory Supervisor, Utilities Maintenance Supervisor, Paralegal, and Director of Community and Economic Development; 2) Amendments to existing classifications to reflect modifications to job duties, required certifications or supervision; and 3) Reallocation of one existing Director of Development Services to one Director of Community and Economic Development. – **Resolution 2023-236** authorized amendments to the City's Classification and Compensation Plan and Master Salary Schedule.

1.J. Staff recommends that the City Council adopt a resolution approving a General Services Agreement with Motorola Solutions, Inc. for police communications maintenance with a total not to exceed amount of $81,000 and for the term of

seven (7) months (December 2023 to June 2024). – **Resolution 2023-237** approved a General Services Agreement with Motorola Solutions, Inc. for police communication maintenance.

1.K. Staff recommends that the City Council adopt a Resolution approving Amendment No. 2 to the City's Urban County Community Development Block Grant and HOME Investment Partnership Cooperation Agreement with San Joaquin County, to comply with updates to federal law and regulations. – **Resolution 2023-238** approved Amendment No. 2 to the City's Urban County Community Development Block Grant and HOME Investment Partnership Cooperation Agreement with San Joaquin County.

1.L. Staff recommends that the City Council adopt a Resolution approving amendments to the 1) Memorandum of Understanding between the City of Tracy and the Tracy Mid-Managers Bargaining Unit; and 2) Memorandum of Understanding between the City of Tracy and General Teamsters Local NO. 439; and 3) authorizing the City Manager to execute the amendments under her administrative authority. – **Resolution 2023-239** approved amendments to the Memorandum of Understanding between the City of Tracy and the Tracy Mid-Managers Bargaining Unit and the General Teamsters Local NO. 439

1.M. Staff recommends that the City Council adopt a resolution authorizing and approving a Police Services Agreement with the Tracy Unified School District for the utilization of three (3) Tracy Police Officers to serve as School Resource Officers from August 1st, 2023 and end on June 30th. – **Resolution 2023-240** approved a Police Services Agreement with the Tracy Unified School District.

1.O. Staff recommends that the City Council adopt a Resolution: 1) approving Subdivision Improvement Agreements between the City and Woodside 05N, L.P., a California Limited Partnership, for the following Tracts of the Avenues Neighborhood: A) Tract 3883; B) Tract 4126; and C) Tract 4127; and 2) authorizing the City Clerk to file the three Subdivision Improvement Agreements with the Office of the San Joaquin County Recorder. – **Resolution 2023-241** approved Subdivision Improvement Agreements between the City and Woodside 05N, L.P. for Tracts 3883, 4126, 4127 of the Avenues Neighborhood.

1.N. Staff recommends that the City Council adopt a resolution: (1) accepting the construction of the Wastewater Effluent Outfall Pipeline Project, Capital Improvement Project (CIP) 74083, completed by Mozingo Construction, Inc., (2) authorizing the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office, (3) authorizing the City Engineer to release the bonds and retention payment; and (4) appropriating remaining monies in CIP 74083 to the original Funds.

Midori Lichtwardt, Interim City Manager pulled the item for discussion and an amendment to the resolution.

Stephanie Reyna-Hiestand, Assistant Director Utilities and Felicia Galindo, Budget Officer provided the staff report and answered questions.

Council questions and comments followed.

Vijay Kumar, Vice President of Jacobs responded to questions.

There was no public comment.

ACTION: Motion was made by Mayor Pro Tem Davis and seconded by Council Member Arriola to adopt **Resolution 2023-242** with the stated amendment (1) accepting the construction of the Wastewater Effluent Outfall Pipeline Project, Capital Improvement Project (CIP) 74083, completed by Mozingo Construction, Inc.; (2) authorizing the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office; (3) Authorizing the City Engineer to release the bonds and retention payment; (4) appropriating remaining monies in CIP 74083 to the original funds. Roll call found all in favor; passed and so ordered.

1.P. Staff recommends that City Council adopt a resolution approving an Offsite Improvement Agreement between the City and Lennar Homes of California, LLC for public roadway improvements for Tracy Hills Drive 1B-2, required as part of the Conditions of Approval, for the Final Map previously approved for Tract 4114 of Tracy Hills Phase 1B.

Koosun Kim, City Engineer introduced Al Gali, Associate Engineer who provided the staff report.

Hans Van Ligten on behalf of the developer pulled the item and spoke about the improvements being almost 100% complete and ready for acceptance pursuant to the previous agreements, this is the step necessary to post certain security to allow the City to move forward for acceptance. Mr. Van Ligten asked staff to clarify how many final inspections have occurred in Phase 1B. There should be no further building permits issued after the 180 final inspections for Phase 1B and requested Council direct staff to bring back application for modification to the Conditions of Approval for Council consideration because they are trying not to disrupt the process for Phase 1B.

Karin Schnaider, Assistant City Manager responded to questions from Council regarding the developer's comments.

Bijal Patel, City Attorney confirmed there are regular discussions occurring between staff and the developer. There are multiple Conditions of Approval and can only discuss the conditions for the Offsite Improvement Agreement that is before Council tonight.

Council comments continued.

Deanna Garcia stated other cities ask developers to put in infrastructure and amenities before allowing them to build houses and asked Council to think of the community by asking builders to do the amenities they are promising first and then houses.

Alice English spoke about not deviating from the discussion as she has seen happening with developers continuing to talk off topic. Cannot discuss it as it is not on the agenda.

ACTION: Motion was made by Mayor Pro Tem Davis and seconded by Council Member Arriola to adopt **Resolution 2023-243** approving an Offsite Improvement Agreement between the City and Lennar Homes of California, LLC for public roadway improvements for Tracy Hills Drive 1B-2, required as part of the Conditions of Approval, for the Final Map previously approved for Tract 4114 of Tracy Hills Phase 1B. Roll call found all in favor; passed and so ordered.

2. ITEMS FROM THE AUDIENCE – Robert Tanner shared he had a medical condition after the Christmas parade on Saturday and thanked citizens of Tracy, Police Officers, Fire that helped him out. Mr. Tanner spoke about Council not pushing through the Aquatics Center.

Richard Williams shared the loss of his father-in-law who passed away due to being struck at an uncontrolled crosswalk and spoke about a previously submitted petition of over 800 concerned citizens, applying for grants and shared his concerns over uncontrolled crosswalks. Mr. Williams requested no further delays or studies be reasons for not taking action in making the streets of Tracy safer for pedestrians and drivers. Mr. Williams provided the Clerk with a copy of his comments.

Wes Huffman apologized to Council for implying they did not respond to an email he thought he had sent to them and later realized he had not sent the email.

Jennifer Owens shared concerns regarding red light runners, asked what the City plans to do about the issue and asked about getting cameras on stop lights to capture license plates. Ms. Owens supported El Pescadero and progress of the Multi-Generational Recreation Center project.

Damien Gray spoke about neglect of the northern part of town and a lot of election promises being broken. Ms. Gray shared concerns regarding a trailer park on the corner of Kavanaugh and Holly. Twenty-five years ago, proposed condos were to go in but did not happen, neighbors were told existing trailers would not be moved and were promised no new trailers would be brought in there. Ms. Gray stated three new older trailers have been brought in and there is no fencing and is an eyesore.

Don Penning spoke about the traffic lights and cameras at intersections and spoke about a software that if there is a camera it will alert if someone is speeding and can ping an officer. It is a big concern, see a lot of cars doing donuts and speeding.

Rosario Arulappan referred to both Ellis School and Aquatic Center Project and spoke about the developer's action causing delays, broken promises and lack of progress and shared concerns regarding the developer's failure to deliver on the school.

Dotty Nygard referred to a Tracy Rants and Raves post of two youths saying there is nothing to do in Tracy, and the mall looking like a deserted place. There are CIP projects waiting, the Nature Park could be a place for families to enjoy and a pump track, amenities the community desperately needs. The community has tried to put faith in projects they truly want to see brought forward but are losing the confidence of youth.

Alice English spoke about Suzanne Schultz who worked for the District Attorney's Office on the crime unit for human trafficking. The City has a DARE program that teaches youth about drugs. Ms. English stated Sow A Seed is having a Boys to Men Conference at Tracy High and shared concerns regarding song lyrics from a person who will be speaking as a role model for Tracy at the conference.

Council Member Arriola objected to the characterization from the previous speaker's comments.

3. REGULAR AGENDA

3.A Staff recommends that the City Council conduct a public hearing and upon conclusion adopt an Ordinance 1) determining that the Project is categorically exempt from the California Environment Quality Act, pursuant to CEQA Guidelines Section 15061(B)(3), and 2) approving amendments to Sections 10.08.3196(b) and (d) of the Tracy Municipal Code to expand the definition of Youth Center and to establish buffers between Cannabis Uses and Sensitive Uses.

Mayor Young opened the public hearing.

Vicki Lombardo, Senior Planner provided the staff report and responded to questions.

Council questions followed.

Dotty Nygard stated people and businesses are watching on how we conduct business. Have been trying to bring this industry into Tracy for four years and still have not completed an easy process. Over 50% in our town agreed to new cannabis bill and still villainize and demonize cannabis users. This is a new industry coming in to bring more revenue to our City.

Liz Villareal stated no one in Tracy is saying no cannabis and do not understand why children in various areas do not count. What is Tracy bringing to its community if downtown is full of cannabis stores. An after school or weekend activity needs to be looked at the same way as a child in school all day. Asked about limit on cannabis locations in a community per population. Community wants safe locations.

Robert Tanner stated under Mayor Rickman four stores were authorized, one for every 25,000. Under Mayor Young it went from four to 11 or one for every 10,000. Mr. Tanner shared concerns regarding increasing from four to 11 stores and recommended 100 feet buffer.

Mayor Young stated she takes personal offense to the previous speaker's comments.

Council Member Bedolla disagreed with characterization, was sole dissenting voice to not go from four to 11.

Deanna Garcia asked how many times the extensions can be extended for the existing 17 and asked for clarification if there is an extra spot open for a retail store due to a denial.

Bijal Patel, City Attorney responded to questions.

Michelle Tru asked about extensions with business permits, is there a limit on the CUPs. Once everyone gets up and running, then the purview for the Council to change the numbers would be an opportunity for the will of the people to lower the number for the future.

Council questions and comments continued.

Mayor Young closed the public hearing.

Adrianne Richardson, City Clerk read the title of the proposed ordinance.

ACTION: Motion was made by Council Member Bedolla and seconded by Mayor Pro Tem Davis to introduce an Ordinance 1) determining that the project is categorically exempt from the California Environmental Quality Act, pursuant to CEQA Guidelines Section 15061(B)(3), and 2) amending Section 10.08.3196(B) and (D) of the Tracy Municipal Code to expand the definition of youth center and to establish buffers between cannabis uses and (A) sensitive uses and (B) residential uses. Roll call found Council Members Arriola, Bedolla, Evans and Mayor Pro Tem Davis in favor; passed and so ordered. Mayor Young opposed.

Mayor Young called for a recess at 10:01 p.m.

Mayor Young reconvened the meeting at 10:15 p.m.

3.B <u>The staff proposes, and the Parks and Community Services Commission recommends, that the City Council introduce an Ordinance amending Section 4.16.030 of the Tracy Municipal Code to amend the Definitions to include "Sensitive Areas" that consist of designated parks and a 1000-foot buffer around such parks.</u>

Brian MacDonald, Interim Assistant City Manager stated the agenda item was sponsored by Mayor Pro Tem Davis and seconded by Council Member Bedolla on September 19, 2023, and provided the staff report and presentation and responded to questions.

Leslie Wood shared concerns regarding the ordinance and unhoused people who will be negatively affected. The ordinance did not specify what the sensitive areas were protecting youth from and does specify camping and parking overnight and that means the unhoused people. The City is proposing restricting areas the unhoused can go, asked where the unhoused can go and requested the ordinance not go into effect until there are enough beds in the shelter for everyone who needs one and can allow parking and camping at the shelter space if people are more comfortable doing that.

Bijal Patel, City Attorney responded to questions.

Robert Tanner stated we only have beds for 38 and some people do not want to move and asked will there be more beds available for more and when. What is the plan for the ones that refuse to move to the homeless shelter.

Council questions and comments followed.

Adrianne Richardson, City Clerk read the title of the proposed ordinance.

ACTION: Motion was made by Council Member Bedolla and seconded by Mayor Pro Tem Davis to introduce an Ordinance amending Section 4.16.030 of the Tracy Municipal Code to amend the definitions to include "sensitive areas" consisting of designated parks and a 1000-foot buffer around such parks. Roll call found all in favor; passed and so ordered.

3.C Staff recommends that the City Council discuss and approve, by motion, a proposed funding plan for the Multi-Generational Recreation Center project (CIP 78178), which the plan includes future appropriations from Impact Fees and Transit funds and an authorization to proceed with lease revenue bond financing against Measure V funds in the amount of $54,000,000.

Richard Joaquin, Parks Planning and Development Manager provided the staff report and responded to questions.

Arash Izadi, Project Architect from LPA, Inc. provided the presentation regarding the project update.

Felicia Galindo, Budget Officer provided the budget analysis.

Glenn Rock and Kevin Eckels, Gilbane Building Company provided information regarding the construction management.

Sara Cowell, Finance Director responded to questions.

Council questions and comments followed.

Council Member Bedolla stated when it came back to Council on October 18, 2022, there was a half-court basketball court proposed and he had asked to consider a lighted full court.

Mr. Joaquin confirmed Council's request was to incorporate a full sized basketball court and possibly have it lighted and explained due to the budget and lighting of the basketball court fell off the list but it is plumbed for future lighting. Could propose a bid alternate on the amenity, put out to bid and if the bid comes in under and there is a cushion, could potentially award the bid alternate and put lights on the basketball court.

Council Member Bedolla stated he would be asking Council for support for the lighting on the basketball court. Mayor Young supported the request.

Council comments continued.

Mayor Young asked Council if anyone was opposed to including the lighting of the basketball court. It was Council's consensus to include the lighting of the basketball court.

Robert Tanner stated it is sad the City is pushing this park and not the Aquatics Center and asked how much will it cost to clean up the park before construction and is that part of the $88 million.

Alice English asked about the hours of operation for the gymnasium and referred to the lighting in the park after 10:00 p.m. Ms. English spoke about Legacy Fields progress and thanked Mayor Pro Tem Davis and Council Member Bedolla for fighting for that.

Conrad Levoitt stated the Multi-Generational Recreation Center was a project discussed on the Parks Commission, is needed and wanted and it is important to watch the process very carefully and flow of the timeline. In 2014 there was a YouTube video saying teenagers wanted a basketball court. Happy to see new dog park come in and recognized people involved with getting the park and the residents in the area for what they have put up with.

Karen Moore stated this is really about fiscal responsibility. Is it feasible to take out a $54,000,000 bond – the answer is no and we do not need to put the City into fiscal danger for this location. There were grant opportunities that we missed. There are other places we could have put in the Multi-Gen that would have put it in a disadvantaged community and opened it up for millions of dollars of funding.

Council questions and comments continued.

ACTION: Motion was made by Council Member Arriola and seconded by Mayor Pro Tem Davis to approve a proposed funding plan for the Multi-Generational Recreation Center project (CIP 78178), which plan includes future appropriations from Impact Fees and Transit funds and an authorization to proceed with lease revenue bond financing against Measure V funds in the amount of $54,000,000. Roll call found all in favor; passed and so ordered.

4. ITEMS FROM THE AUDIENCE – Alice English spoke about a Boys to Men Conference conducted by Sow A Seed on December 9, 2023 at Tracy High and shared concerns regarding lyrics degrading to women from a guest presenters songs and promoting drugs. Ms. English shared she worked with Suzanne Schultz in the District Attorney's office who dedicated so much to human trafficking portion and brought a lot to schools. She hoped there will be an investigation because she felt the nonprofit does not deserve any money.

Karen Moore stated she finds it interesting where we are late at night and a citizen wants to bring up a political football which is detrimental to the City and keeps us all here late.

Mayor Young responded to the Boys to Men Conference comments made by Ms. English.

5. STAFF ITEMS – Midori Lichtwardt, Interim City Manager announced Council did reinstate the December 19, 2023, regular Council meeting.

Brian MacDonald, Interim Assistant City Manager provided an update on the warming center stating staff is working through some logistics for a warming location and is anticipating using the shelter as a warming center. There is more of a demand from our unsheltered residents. Hoped to get a messaging out this week. Getting the 38 beds on board will help meet a lot of that demand. The trigger for the warming location will be 33 degrees and is consistent with other jurisdictions and our County.

Ms. Lichtwardt added during the day 7:00 a.m. to 7:00 p.m. we are offering free bus rides on Tracer on fixed routes.

Mr. MacDonald added that is new this year. Typically, we do it for the month of December, we do a grant funding that our Transit Manager has been able to get and are going to extend that through February.

6. COUNCIL ITEMS – Council Member Evans thanked the community members for supporting Tracy Parade of Lights last Saturday. It was the biggest crowd he has ever seen in Tracy and thanked TCCA and the many people that put time and effort in to make that event such a success.

Council Member Evans asked staff for an update on the dialysis application. It was brought up the last meeting that an application was in the process. Council Member Arriola seconded the update request. Council Member Evans stated he was hoping to get a live update but if staff wants to put it in a memo, that works also.

Bijal Patel, City Attorney responded staff does not need to do a memo to the Council. She has been working with the Development Services team internally to understand when it will be ready to move forward to the Council for approval. It is an OIA and not an SIA but there are a few steps that are still pending. Not sure if it is scheduled for December 19, 2023. We are actively working on trying to resolve it.

Midori Lichtwardt, Interim City Manager clarified an OIA is an Offsite Improvement Agreement and confirmed it is scheduled to come to Council on December 19, 2023.

Council Member Arriola thanked the Police Department for attending the sentencing of the successful conviction of the horrific murders of two individuals in Tracy from the Garcia Cruz family. Always appreciate when he sees our Police Chief and Police Officers taking the extra step to ensure that visibility for victims and family and sent a special thank you to Corporal Eric Smith who did an incredible job to ensure that conviction. Council Member Arriola wished everyone a happy Hanukkah.

Mayor Pro Tem Davis stated she attended the Christmas Parade and have never seen anything like it and thanked TCCA for doing an outstanding job and the community for showing up in numbers. Mayor Pro Tem Davis asked about the Valpico and Corral Hollow flashing red light. When are we expecting the light to work. It worked briefly for one day and has not worked since. It is super dangerous.

Ms. Lichtwardt responded she does not have a date at this moment and will work with engineering. There were plans to activate that light. It was activated for under 24 hours and conditions on the ground made it less safe, so it was turned back to flashing. Ms. Lichtwardt stated she would get an update from engineering regarding a timeline.

Mayor Pro Tem Davis responded with the red light flashing and construction happening on Valpico going up towards Tracy Blvd it is a nightmare getting through that area and hoped the City can do something sooner than later for the safety factor as it is incredibly dangerous.

Mayor Pro Tem Davis asked for a follow up on the empty buildings. Have asked a few times for staff to look into what other cities are doing to address empty commercial buildings which was supported by Council Member Arriola a couple of times and can we take an aggressive look at that. Still have all these large buildings that are sitting empty, it negatively impacts us from an economic development standpoint and hoped staff can bring something back or in a memo. Mayor Pro Tem Davis stated she had a great time at Vela Apartments mixer and wished everyone a happy Hanukkah.

Council Member Bedolla stated he hears the concerns about a dedicated warming center and wanted to make sure to give the Familiar Faces hot line number: 209 831-6640. Please call if looking for shelter or safety from elements.

Council Member Bedolla requested support to bring the following items sooner than wait for a Tracy Homelessness Advisory Committee meeting to the whole Council at the December 19, 2023 regular meeting or possibly sooner should a special meeting be called before December 19, 2023: 1) The acceptance of the Grade Tech and Tennyson contracts for the homeless shelter 2) Acceptance of the $3 million federal and $7.1 million county grants and 3) the Power Gen contract extension. Mayor Pro Tem Davis seconded the request.

Council Member Bedolla gave a shout out to the joint venture with the City, the Police Department and the Friends of the Animal Shelter. He did the 2.5 mile run/walk, walked a shelter animal Astro and it was great to see the community out there. The walking path was vivid for him because a couple of weeks before the Alliance Project came to Council and it was right down the street from there and thinks that area should get a second chance. The Fast and the Furious fun run was a great event. Council Member Bedolla stated he also attended Hector John Cardoza's store opening Para Siempre downtown, attended light parade and tree lighting and Mayor and Council sang 12 days of Christmas. This Sunday, December 10, 2023 at 4:30 p.m. Tracy Chabot is having their Hanukkah celebration outside of City Hall.

Mayor Young thanked TCCA for an outstanding downtown light parade. Never seen that many people in the last 12 years or so for parades in downtown Tracy and thanked the community. Mayor Young wished everyone a happy Hanukkah to those celebrating and the Jewish community and announced the Brighter Christmas Jail and Bail Fundraiser – need bail money to get out of jail to raise money for Brighter Christmas. Donations can be made online at Brighterchristmas.org/jail-bail-fundraiser.

Mayor Young stated when she was in Detroit for a conference in June 2023 there was a whole presentation on Reimagine Detroit and this is an option. Gave contact information

and talked to the Detroit Mayor and staff and they have done several things regarding empty commercial buildings and housing. They gave her contact information for the Attorney as well to make sure we are doing things that can help us legally when we have the excuse because it is private ownership.

Mayor Young stated there is a conference that will happen before Council addresses the new policy regarding budgeting and asked for support to attend the US Mayors Conference from January 17-19, 2024. Council Member Arriola seconded the request.

Mayor Young announced the next regular meeting will be on December 19, 2023.

7. ADJOURNMENT – Time: 12:44 a.m. Wednesday, December 6, 2023.

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

The above agenda was posted at the Tracy City Hall on November 30, 2023. The above are action minutes. A recording is available at the office of the City Clerk.

_____
Mayor

ATTEST:

_____
City Clerk

December 19, 2023

Agenda Item 1.B

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving the City's Development Impact Fee Annual Report for Fiscal Year 22-23 on Development Impact Fee revenues and expenditures, in accordance with the Mitigation Fee Act.

EXECUTIVE SUMMARY

The AB 1600: Development Impact Fee Annual Report Fiscal Year 22-23 is included as Attachment A. Government Code Sections 66006(b)(1) and (2) under the California Mitigation Fee Act requires that the City make this information available for public review within 180 days after the end of each fiscal year, present it at the next regularly scheduled public meeting, and make it publicly available no less than 15 days prior to that public meeting. Staff's timely publication of the report to the City's website and presentation of this item at this City Council meeting satisfy the annual reporting requirements.

BACKGROUND AND LEGISLATIVE HISTORY

Development Impact Fees (DIFs) are established by the City and imposed upon development projects for the purpose of mitigating the impact that the development projects have upon the City's ability to provide specified public facilities. DIFs are one-time fees that are generally collected at building permit issuance and vary based on the fee area and the development type. The DIF studies identify projects that are eligible for funding from each fund. The City is required by state law to issue an annual fiscal report identifying the information required in Government Code Section 66006(b)(1).

Government Code Section 66006(b)(1) requires the City to prepare and make available to the public annual information for each separate account or fund, including:

(a) a brief description of the fee;
(b) the amount of the fee;
(c) the beginning and ending balance;
(d) the amount of the fees collected and interest earned;
(e) an identification of each public improvement on which fees were expended, the amount of expenditures on each improvement including the total percentage of the cost that was funded with fees;
(f) an identification of an approximate date by which the construction of the public improvement will begin if the City determines sufficient funds have been collected;
(g) a description of each interfund transfer or loan, including the public improvements on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest; and
(h) the amount of refunds made, if any.

Government Code Sections 66006(b)(1) and (2) under the California Mitigation Fee Act require this information to be made in an annual report publicly available within 180 days of the end of the

fiscal year, made available on the City's website no less than 15 days prior to a public hearing, and presented at public hearing.

For additional context, every five years following the first deposit into each fund, the City is required to report additional information on remaining funds held. The Five-Year Report was previously completed along with the Annual Report in Fiscal Year 21-22 and is therefore not required this year.

Historically, the City has complied with this requirement through the City Council's acceptance of the Development Impact Fee Annual Report containing the required information and adopting a resolution confirming acceptance of the report.

ANALYSIS

The AB 1600: Development Impact Fee Annual Report Fiscal Year 22-23 was made publicly available within 180 days of the end of the fiscal year, and not less than 15 days prior to this City Council Meeting when it was published to the City website. A resolution approving the report will memorialize the City's publication and presentation of the annual fiscal report in compliance with California law.

Summary of Report:

During Fiscal Year 22-23, the City maintained 31 different DIF funds, with combined collected revenues of $23,953,438 in Fiscal Year 2022-2023 (FY 22-23). Development impact capital expenditures for FY 22-23 totaled $8,125,989. The main fee areas are the Core Fees, Master Plan Fees, and the Ellis Fees. Gateway Phase 1 will be consolidated with the City Master Plan Area in the future. The AB 1600: Development Impact Fee Annual Report for Fiscal Year 22-23 (Attachment A) analyzes each fee program and reports on the required AB 1600 requirements.

FISCAL IMPACT

There is no fiscal impact related to approving the report.

COORDINATION

Staff coordinated with the Finance Department.

STRATEGIC PLAN

The agenda item is mandated by state law and does not have bearing on the City Council's Strategic Plans.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution approving the City's Development Impact Fee Annual Report for Fiscal Year 22-23 on Development Impact Fee revenues and expenditures, in accordance with the Mitigation Fee Act.

Prepared by: Veronica Child, Management Analyst

Reviewed by: Koosun Kim, PE, City Engineer / Assistant Development Services Director
Sara Cowell, Finance Director
Jeffrey J. Crosswhite, Assistant City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – AB 1600: Development Impact Fee Annual Report (Fiscal Year 22-23)

Attachment A

AB1600: Development Impact Fee Annual Report

Fiscal Year 22-23

City of Tracy

Prepared By:

Harris & Associates

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Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Recycled Water System Expansion	74168	$2,000,000	In Progress	10%	336 - Ellis Recycled Water Grant Funding
New DMC Pipeline (30-in diameter)	TBD	$18,618,709	2025	77%	336 - Ellis Recycled Water
Total		$20,618,709			

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Section 1 Executive Summary

Development Impact Fees are fees imposed by a local government on new or proposed development projects to ensure public services and infrastructure will be sufficient to serve those new development projects. California state law requires local agencies, on an annual basis, to prepare a report on the status of their Development Impact Fee (DIF) program in accordance with California Assembly Bill 1600 (AB1600). Additionally, every five years following the first deposit into the account or fund, the City must make additional findings. This report will serve as the City of Tracy's AB1600 report for the fiscal year starting July 1, 2022 and ending June 30, 2023.

The City of Tracy maintains three main fee areas: the Ellis Fees, the Master Plan Fees, and the Core Fees. Gateway Phase 1 will be consolidated with the City Master Plan Area in the future.

The Ellis Program Area

The Ellis Program Area (Ellis) is located between Lammers Road and Corral Hollow Road along the north side of the Union Pacific rail line. The infrastructure needed to serve the Ellis Program Area along with Ellis' fair share of the facilities in the City and the resulting fees required to mitigate the impacts of the Ellis development are outlined in the "Ellis Program Area Finance and Implementation Plan" adopted August 2013.

The Citywide Master Plan Area

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 Citywide Infrastructure Master Plans and established citywide development impact fees for the Master Planned Area, known as the "Master Plan Fees". The areas within the old, previously established specific plan areas with FIPs, were not included as a part of these new master plans and fee studies.

The Core Area

Many of the old FIPs established in the 1990's are largely built-out. The City found that implementing and updating eight different sets of fees has been burdensome, especially as the areas approach build-out. The Core Fees Development Impact Fee Study adopted on January 18, 2022 through resolution consolidated the old impact fee programs areas into a single fee area called the "Core Fees".

The following are the development impact fee program areas in the City that were 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)

Development impact fee capital expenditures across all DIFs for FY22-23 totaled approximately $8 million.

While the fee revenues collected from DIFs can be used by the City to build improvements, they are largely used as a credit and reimbursement mechanism for developers who fund the construction of the improvements within their project development area.

The following sections provide the legal context for this annual report, required reporting information for each of the City's DIFs.

Section 2 Requirements of Mitigation Fee Act (AB1600)

Assembly Bill 1600 (AB1600), commonly known as the Mitigation Fee Act, was enacted by the state of California in 1987 and created Section 66000 et. seq. of the Government Code. AB1600 requires the City to report fee information annually with additional information reported every fifth year. Within 180 days after the last day of each fiscal year, the City must make available 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 balances in each fee account
4. The amount of fees collected and interest earned during the previous year
5. Identification of each public improvement on which fees were expended and the amount expended on each improvement, including the total percentage of the cost of improvements funded with the fees
6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete
7. A description of any interfund transfers or loans, including a description of the public improvement on which the transferred or loaned fees will be expended, the interest that the account will receive for the loan and the date on which the loan will be repaid
8. An identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

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. An identification of the purpose to which the fee is to be put
2. A demonstration of a reasonable relationship between the fee and the purpose for which it is charged
3. An identification of all sources and amounts of funding anticipated to complete financing of incomplete improvements in the fee program
4. A designation of the approximate dates on which the funding is expected to be deposited into the appropriate account or fund

This report is intended to satisfy the annual reporting requirements for FY22-23. The City must make this information available for public review and must present it at the next regularly scheduled public meeting no less than 15 days after this information is made available to the public.

Section 3 City of Tracy Development Impact Fees

Table 1 lists the fees and corresponding fund numbers that comprises the City of Tracy's current DIF fee program.

Table 1: City of Tracy DIF Funds

Fund Number	Fee(s)
316	Infill Area, Downtown Improvements Parking
331	Ellis Program Area, Traffic
332	Ellis Program Area, Drainage
333	Ellis Program Area, Parks
334	Ellis Program Area, Public Buildings
335	Ellis Program Area, Water
336	Ellis Program Area, Recycled Water
337	Ellis Program Area, Wastewater
350	NEI, Storm Drain
356	Tracy Gateway Area: Arterials, Storm Drain, Pub Buildings, Water, Wastewater
358	Ellis Program Area, Program Management
360	Citywide Master Plan Fees, Public Safety Comm
361	Citywide Master Plan Fees, Parks
362	Citywide Master Plan Fees, Storm Drain
363	Citywide Master Plan Fees, Traffic
364	Citywide Master Plan Fees, Wastewater
365	Citywide Master Plan Fees, Water
366	Citywide Master Plan Fees, Public Facilities
367	Citywide Master Plan Fees, Public Safety PD
368	Citywide Master Plan Fees, Recycled Water
369	Citywide Master Plan Fees, Public Safety Fire
371	Core Public Facilities
372	Core Public Safety Fire
373	Core Public Safety Police
374	Core Public Safety Comm Facilities
375	Core Traffic
376	Core Wastewater
377	Core Water
378	Core Parks
379	Core Storm Drain
391	Urban Management Plan, Program Management

Section 4 Overview of Development Impact Fees

Below outlines the required information for each DIF fund.

Infill

The following section describes the fees imposed on new developments in the Infill area, based on the updated Infill Finance and Implementation Plan (FIP) adopted by City Council on April 3, 2012 by Resolution 2012-060. Most of the Infill fees were eliminated following the adoption of the Core Fee Program on January 18, 2022. The remaining Infill, Downtown Improvements Parking fee was closed out in FY22-23.

Fund 316 – Infill Area, Downtown Improvements Parking

Requirement 1: Brief description of the type of fee

In conjunction with the adoption of Tracy Municipal Code chapter 6.20 regarding the Downtown Incentive Program, and TMC section 10.08.3470(d)(3), regarding off-street parking requirements within the Downtown Incentive Area, development impact fees were established to offset the City's costs in upgrading parking and streetscape improvements in the Downtown Incentive Area.

Requirement 2: Amount of fee

Table 2 identifies the Infill Area, Downtown Improvements Parking fee for FY22-23. To spur revitalization of the Downtown, the Downtown Improvements Parking Fee had been reduced to $0 by Resolution 2015-168, adopted on October 6, 2015 and ending October 6, 2020 with a check-in point at 3 years. Resolution 2019-160 allowed a 5-year extension.

Table 2: Infill Area, Downtown Improvements Parking

Land Use	Fee
Residential (per unit)	
Low Density	$0.00
Medium Density	$0.00
High Density	$0.00
Non-Residential (per Acre)	
Commercial/Retail	$0.00
Office	$0.00
Industrial	$0.00

Requirement 3: Beginning and ending balance in the fund

Table 3 summarizes the beginning and ending fund balances for the Infill Area, Downtown Improvements Parking for FY22-23. It should be noted that the fund balance is zero due to the transfer of all funds due to no future planned projects.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 3 summarizes the fees collected and the interest earned for the Infill Area, Downtown Improvements Parking Fee for FY22-23.

Table 3: Infill Area, Downtown Improvements Parking Fund Summary

Infill, Parking	Total
Beginning Fund Balance (July 1, 2022)	$88,451
Revenues	
Fees Collected	$0
Interest/Investment Earnings[1]	$0
Other Revenues	$0
Total Revenues	$0
Expenses	
Project Expenses	$0
Other Expenses	$0
Total Expenses	$0
Transfers	($88,451)
Ending Fund Balance (June 30, 2023)	$0

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenses from this fund during FY22-23.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

There are no future projects intended from this fund and is closed out.

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

This entire fund was transferred to the General Fund to reimburse for the permanent lighting installation project in the Downtown Business District (2018). **Table 4** shows this transfer.

Table 4: Infill Area, Downtown Improvements Parking Fund Transfer

Description of Transfer	Transfer To	Transfer From	Amount
Transfer from Infill, Parking to General Fund to close out fund.	GF Fund 101	Fund 316	($88,451)
Total			($88,451)

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Ellis

The following sections describe the fees imposed on new developments in the Ellis Specific Plan area, based on the Ellis Finance and Implementation Plan adopted by City Council on August 20, 2013 by Resolution 2013-136. The Public Building Fees were further updated on September 16, 2014, by Resolution 2014-158.

Fund 331 – Ellis Program Area, Traffic

Requirement 1: Brief description of the type of fee

The purpose of the Traffic Fee is to fund the intersection and roadways that are necessary to mitigate the traffic impacts created by new development within the Ellis Program Area. To accommodate this increased growth and travel demand, new or expanded intersections and roadways will be constructed as outlined in the Ellis Finance and Implementation Plan. The County traffic fee gets remitted to the Joint Power Authority to fund regional transportation improvements.

Requirement 2: Amount of fee

Table 5 identifies the Ellis Program Area, Traffic and County Traffic fee for FY22-23.

Table 5: Ellis Program Area, Traffic and County Traffic Fee

Land Use	Traffic Fee	County Traffic Fee
Residential (per unit)		
Low Density	$2,693.00	$1,500.00
Medium Density	$2,693.00	$1,500.00
High Density	$1,293.00	$720.00
Non-Residential (per acre)		
Commercial/Retail	$42,825.00	$0.00
Storage	$2,693.00	$0.00

Requirement 3: Beginning and ending balance in the fund

Table 6 summarizes the beginning and ending fund balances for the Ellis Program Area, Traffic fee for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 6 summarizes the fees collected and the interest earned for the Ellis Program Area, Traffic fund for FY22-23. This includes both the Traffic Fee and the County Traffic Fee. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 6: Ellis Program Area, Traffic Fund Summary

Ellis Area Traffic	Total
Beginning Fund Balance (July 1, 2022)	$1,759,508
Revenues	
Fees Collected	$138,000
Interest/Investment Earnings[1]	($26,227)
Other Revenues	$0
Total Revenues	$111,773
Expenses	
Project Expenses	($164,785)
Other Expenses	$0
Total Expenses	($164,785)
Transfers	$0
Ending Fund Balance (June 30, 2023)	$1,706,496

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 7 identifies the Ellis Program Area, Traffic expenditures for FY22-23.

Table 7: Ellis Program Area, Traffic Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
Intersection - Corral Hollow & Linne	72104	($164,785)	32%
Total		($164,785)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The improvements below in **Table 8** are compiled from the Ellis FIP and the City's CIP Budget FY22-23 and are currently in construction or soon to be constructed by the developer in exchange for fee credits and reimbursements. The developer will work with the City to determine timing of improvements based upon construction progress and project need. The County traffic fee gets remitted to the Joint Power Authority to fund regional transportation improvements.

Table 8: Ellis Program Area, Traffic CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Corral Hollow/ Linne Rd - Signalize. Convert intersection to T with no EB Approach, widen WB approach to add 1 LT and 1 TR lane, widen NB approach to provide 2 Thru lanes and 1 RT lane, Widen SB approach to provide 1 LT and 2 Thru lanes.	72104	$66,969	In Progress	32%	242 - Transp Sales Tax 363 - TIMP Traffic
Corral Hollow/Valpico Rd - Signalize & widen SB approach to provide 1 TL and 1 TR Lane	72095	$404,482	In Progress	18%	375 - Core Traffic
Corral Hollow Road - 2 lanes to 4 lane arterial (Linne to Old Schulte)	73144	$432,021	In Progress	7%	242 - Transp Sales Tax 245 - Gas Tax 363 - TIMP Traffic 392 - Reg Transport Impact
Corral Hollow Road - Rural to 4 lane Arterial (I580 - Linne)	73161	$821,260	In Progress	34%	301 - General Projects 363 - TIMP Traffic
Valpico Road - Rural to 4 lane Arterial	73190	$147,987	2023/2024	2%	375 - Core Traffic
Grant Line Road - Widen to 6 lanes	73191	$413,247	2023/2024	8%	375 - Core Traffic
Total		$2,285,966			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 332 – Ellis Program Area, Storm Drainage

Requirement 1: Brief description of the type of fee

This fee is collected from development located within the Ellis Program Sub-basin to fund master plan drainage infrastructure needs and to pay for the use of excess capacity in existing downstream storm drainage facilities as outlined in the Ellis Finance and Implementation Plan and the Ellis Program Sub-Basin Reevaluation of Program Storm Drainage Infrastructure Memo prepared by Storm Water Consulting Inc. on August 4, 2015.

Requirement 2: Amount of fee

Table 9 identifies the Ellis Program Area, Storm Drainage Fee for FY22-23.

Table 9: Ellis Program Area, Storm Drainage Fee

Land Use	Fee
Residential (per unit)	
Low Density	$1,797.00
Medium Density	$981.00
High Density	$2,229.00
Non-Residential (per acre)	
Commercial/Retail	$23,836.00
Storage	$6,691.00

Requirement 3: Beginning and ending balance in the fund

Table 10 summarizes the beginning and ending fund balances for the Ellis Program Area, Storm Drainage for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 10 summarizes the fees collected and the interest earned for the Ellis Program Area, Storm Drainage Fee for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 10: Ellis Program Area, Storm Drainage Fund Summary

Ellis Area Drainage	Total
Beginning Fund Balance (July 1, 2022)	$2,486,664
Revenues	
Fees Collected	$137,005
Interest/Investment Earnings[1]	($42,074)
Other Revenues	$0
Total Revenues	$94,931
Expenses	
Project Expenses	($2,355)
Other Expenses	$0
Total Expenses	($2,355)
Transfers	$0
Ending Fund Balance (June 30, 2023)	$2,579,240

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 11 identifies the Ellis Program Area, Storm Drain expenditures for FY22-23.

Table 11: Ellis Program Area, Storm Drain Project Expenditures

Project	CIP #	Amount Expended
Project Management	ELL3A	$2,355.00
Total		$2,355.00

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The list of improvements below in **Table 12** is identified in the Ellis FIP and the developer will work with the City to determine timing of improvements based upon construction progress and project need. The developer is expected to construct the listed improvements soon for fee credits and reimbursements.

Table 12: Ellis Program Area, Storm Drainage CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund
Detention Basin 3A (36 AF plus 36 AF add'l excavation)	76PP-XXX	$972,000	FY22-23	100%
2,800 LF of 12" SD (100 LF of Bore & Jack)	Developer Build	$351,000	Completed, Reimbursement Pending	100%
2,640 LF of 60" SD	76PP-XXX	$1,960,200	FY22-23	100%
660 LF of 66" SD (Valpico Road)	76PP-XXX	$579,150	FY22-23	100%
2,100 LF of 66" SD (to DET 3A)	76PP-XXX	$1,842,750	FY22-23	100%
Total		$5,705,100		

* Note: 76PP-XXX designates a project that still needs a CIP number assigned

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 333 – Ellis Program Area, Parks and Recreation

Requirement 1: Brief description of the type of fee

The purpose of the Parks and Recreation Fee is to fund the park and recreation needs generated by growth in the Ellis Program Area. 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 facilities will be built and/or existing facilities will be expanded. The developer receives park credits for the construction of parks.

Requirement 2: Amount of fee

Table 13 identifies the Ellis Program Area, Parks and Recreation fee for FY22-23.

Table 13: Ellis Program Area, Parks and Recreation Fee

Land Use	Fee
Residential (per unit)	
Low Density	$8,128.00
Medium Density	$6,651.00
High Density	$5,419.00

Requirement 3: Beginning and ending balance in the fund

Table 14 summarizes the beginning and ending fund balances for the Ellis Program Area, Parks and Recreation fee for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 14 summarizes the fees collected and the interest earned for the Ellis Program Area, Parks and Recreation fund for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 14: Ellis Program Area, Parks and Recreation Fund Summary

Ellis Area Parks	Total
Beginning Fund Balance (July 1, 2022)	$2,763,649
Revenues	
Fees Collected	$560,504
Interest/Investment Earnings[1]	$10,578
Other Revenues	$0
Total Revenues	$571,082
Expenses	
Project Expenses	($3,226,396)
Other Expenses	$0
Total Expenses	($3,226,396)
Transfers	$0
Ending Fund Balance (June 30, 2023)	$108,335

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 15 identifies the Ellis Program Area, Parks and Recreation expenditures for FY22-23.

Table 15: Ellis Program Area, Parks and Recreation Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
Refund Park Impact Fees to Ellis Town & Country for Western and Orchard Parks	N/A	$1,874,962.32	100%
Refund Park Impact Fees to Ellis Gardens for Ellis Dog Park	N/A	$1,351,433.88	100%
Total		$3,226,396.20	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The developer is building and dedicating neighborhood park improvements in exchange for fee credits, thus, this fund is not anticipated to fund any projects in the near future. Developer will work with the City to determine timing of improvements based upon construction progress and project need.

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 334 – Ellis Program Area, Public Buildings

Requirement 1: Brief description of the type of fee

The purpose of the Public Building Fee is to fund their fair share portion of the City Hall & Public Works facility, community center, library, and public safety facility projects that are needed to serve new development within the Ellis Program Area. In order to accommodate these needs, new facilities will be built or existing facilities will be expanded. The facilities are identified in the Ellis Finance and Implementation Plan.

Requirement 2: Amount of fee

Table 16 identifies the Ellis Program Area, Public Buildings fee for FY22-23.

Table 16: Ellis Program Area, Public Buildings Fee

Land Use	Fee
Residential (per unit)	
Low Density	$3,479.00
Medium Density	$2,846.00
High Density	$2,319.00
Non-Residential (per acre)	
Commercial/Retail	$2,369.00
Storage	$2,369.00

Note: Ellis met their Communication Tower and Equipment fee obligation by paying $155,141.50 at the first final map, as such, fees do not include the Communication Tower and Equipment fee.

Requirement 3: Beginning and ending balance in the fund

Table 17 summarizes the beginning and ending fund balances for the Ellis Program Area, Public Buildings fee for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 17 summarizes the fees collected and the interest earned for the Ellis Program Area, Public Buildings fund for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 17: Ellis Program Area, Public Buildings Fund Summary

Ellis Area Public Bldgs	Total
Beginning Fund Balance (July 1, 2022)	$2,603,597
Revenues	
Fees Collected	$308,886
Interest/Investment Earnings[1]	($44,676)
Other Revenues	$0
Total Revenues	$264,210
Expenses	
Project Expenses	$0
Other Expenses	$0
Total Expenses	$0
Transfers	$0
Ending Fund Balance (June 30, 2023)	$2,867,806

* Totals are rounded and may not directly add to the displayed figures.

Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenses from this fund during FY22-23.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

Table 18 shows the current prioritization of funds which includes a multi-generational recreation facility which will include a police substation.

Table 18: Ellis Program Area, Public Buildings CIP Projects

Project	CIP #	Project Cost	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources
Multi-Generational Rec Center	78178	$1,206,812	In Progress	3%	307 - Measure V Grant Funding Developer Contribution
Public Safety Facilities - Multigenerational Center (PD Substation)	TBD	$1,753,220	2023/2024	5%	307 - Measure V 366 - TIMP Public Facilities
Total		$2,960,032			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 335 – Ellis Program Area, Water

Requirement 1: Brief description of the type of 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 the future new development in the Ellis Program Area. In order to accommodate this increased demand, new facilities must be built and/or existing facilities expanded as shown in the Ellis Finance and Implementation Plan.

Requirement 2: Amount of fee

Table 19 identifies the Ellis Program Area, Water Fee for FY22-23.

Table 19: Ellis Program Area, Water Fee

Land Use	Fee
Residential (per unit)	
Low Density	$7,058.00
Medium Density	$6,070.00
High Density	$4,094.00
Non-Residential (per acre)	
Commercial/Retail	$39,736.00
Storage	$39,736.00

Requirement 3: Beginning and ending balance in the fund

Table 20 summarizes the beginning and ending fund balances for the Ellis Program Area, Water Fee for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 20 summarizes the fees collected and the interest earned for the Ellis Program Area, Water Fund for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets. The fees collected are shown as negative due to a developer reimbursement for fees previously paid and for which they were later eligible to receive credits. The fund balance includes interest collected from prior funds before reimbursements were made. These funds will be reallocated to the other Ellis funds.

Table 20: Ellis Program Area, Water Fund Summary

Ellis Area Water	Total
Beginning Fund Balance (July 1, 2022)	$24,050
Revenues	
Fees Collected	$0
Interest/Investment Earnings[1]	($369)
Other Revenues	$0
Total Revenues	($369)
Expenses	
Project Expenses	$0
Other Expenses	$0
Total Expenses	$0
Transfers	$0
Ending Fund Balance (June 30, 2023)2	$23,681

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

[2] Fund Balance includes interest collected from prior funds before reimbursements were made. The City will be reallocating these funds.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenses from this fund during FY22-23.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The developer is building and dedicating improvements in exchange for fee credits, thus, this fund is not anticipated to fund any projects in the near future. Developer will work with the City to determine timing of improvements based upon construction progress and project need.

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 336 – Ellis Program Area, Recycled Water

Requirement 1: Brief description of the type of fee

The purpose of the Recycled Water Fee is to fund the recycled water facilities that are necessary to provide recycled water to the future new development in the Ellis Program Area. To accommodate this increased demand, new facilities must be built and/or existing facilities expanded.

Requirement 2: Amount of fee

Table 21 identifies the Ellis Program Area, Recycled Water Fee for FY22-23.

Table 21: Ellis Program Area, Recycled Water Fee

Land Use	Fee
Residential (per unit)	
Low Density	$2,654.00
Medium Density	$2,282.00
High Density	$1,539.00
Non-Residential (per acre)	
Commercial/Retail	$14,942.00
Storage	$14,942.00

Requirement 3: Beginning and ending balance in the fund

Table 22 summarizes the beginning and ending fund balances for the Ellis Program Area, Recycled Water fee for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 22 summarizes the fees collected and the interest earned for the Ellis Program Area, Recycled Water fund for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets. Ellis receives credits for building their recycled water improvements.

Table 22: Ellis Program Area, Recycled Water Fund Summary

Ellis Area Recylced Water	Total
Beginning Fund Balance (July 1, 2022)	$35,517
Revenues	
Fees Collected	$0
Interest/Investment Earnings[1]	($546)
Other Revenues	$0
Total Revenues	($546)
Expenses	
Project Expenses	$0
Other Expenses	$0
Total Expenses	$0
Transfers	$0
Ending Fund Balance (June 30, 2023)	$34,971

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenses from this fund during FY22-23.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

Ellis funds a fair share of the improvements identified in the Recycled Water Master Plan. Ellis has built infrastructure and received fee credits and reimbursements. **Table 23** identifies the current prioritization of funds.

Table 23: Ellis Program Area, Recycled Water CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Citywide Recycled Water Contribution	TBD	$5,617,291	2025	4%	368 - TIMP Recycled Water
Total		$5,617,291			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 337 – Ellis Program Area, Wastewater

Requirement 1: Brief description of the type of fee

The purpose of the Wastewater System Fee is to fund the wastewater facilities and improvements that are needed to serve new development within the Ellis Program Area. In order to accommodate the increase wastewater generated by new development, new facilities will be built and/or existing facilities will be expanded as outlined in the Ellis Finance and Implementation Plan.

Requirement 2: Amount of fee

Table 24 identifies the Ellis Program Area, Wastewater Fee for FY22-23.

Table 24: Ellis Program Area, Wastewater Fee

Land Use	Fee
Residential (per unit)	
Low Density	$8,337.00
Medium Density	$6,753.00
High Density	$5,586.00
Non-Residential (per acre)	
Commercial/Retail	$43,352.00
Storage	$3,168.00

Requirement 3: Beginning and ending balance in the fund

Table 25 summarizes the beginning and ending fund balances for the Ellis Program Area, Wastewater Fee for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 25 summarizes the fees collected and the interest earned for the Ellis Program Area, Wastewater Fund for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 25: Ellis Program Area, Wastewater Fund Summary

Ellis Area Wastewater	Total
Beginning Fund Balance (July 1, 2022)	$2,695,675
Revenues	
Fees Collected	$740,207
Interest/Investment Earnings[1]	($52,516)
Other Revenues	$0
Total Revenues	$687,691
Expenses	
Project Expenses	$0
Other Expenses	$0
Total Expenses	$0
Transfers	$0
Ending Fund Balance (June 30, 2023)	$3,383,366

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenses from this fund during FY22-23.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

Table 26 identifies the Ellis Program Area, Wastewater CIP projects identified in the Ellis FIP and FY22-23 CIP budget updated with remaining project costs. Fees will continue to be collected for contribution to the WWTP expansion future phases.

Table 26: Ellis Program Area, Wastewater CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Sewer Capacity Upgrade - Corral Hollow between Schulte & 11th	74165	$400,000	In Progress	87%	364 - TIMP Wastewater
Tracy WWTP Expansion Future Phase 2C	74PP-XXX	$9,043,404	In Progress	26%	523 - Wastewater Capital 364 - TIMP Wastewater 376 - Core Wastewater
Total		$9,443,404			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 350 - Northeast Industrial Area, Storm Drain

Requirement 1: Brief description of the type of fee

This fee is collected from Northeast Industrial Area and Eastside Industrial Area, to contribute to the construction of Storm Drain facilities as identified in Storm Drainage Impact Fee Study for the expanded Northeast Industrial Area and Eastside Industrial Area adopted on October 2, 2018 by Resolution 2018-204.

Requirement 2: Amount of fee

Table 27 identifies the Northeast Industrial Area, Storm Drain Fee for FY22-23.

Table 27: Northeast Industrial Area, Storm Drain Fee

Land Use	Fee
Residential (per unit)	
Very Low Density	$3,804.00
Low Density	$2,629.00
Medium Density	$1,624.00
High Density	$1,495.00
Non-Residential (per acre)	
Commercial/Retail	$44,549.00
Office	$44,549.00
Industrial	$44,549.00

Requirement 3: Beginning and ending balance in the fund

Table 28 summarizes the beginning and ending fund balances for the Northeast Industrial Area, Storm Drain Fee for FY22-23,

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 28 summarizes the fees collected and the interest earned for the Northeast Industrial Area, Storm Drain Fee for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 28: Northeast Industrial Area, Storm Drain Fund Summary

NEI Storm Drain	Total
Beginning Fund Balance (July 1, 2022)	$2,569,288
Revenues	
Fees Collected	$0
Interest/Investment Earnings[1]	($39,551)
Other Revenues	$0
Total Revenues	($39,551)
Expenses	
Project Expenses	$0
Other Expenses	$0
Total Expenses	$0
Transfers	$0
Ending Fund Balance (June 30, 2023)	$2,529,737

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenses from this fund during FY22-23.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The improvements in **Table 29** are identified in the updated expanded Northeast Industrial Area and Eastside Industrial Area Storm Drainage Fees adopted on October 2, 2018 through Resolution No. 2018-204. The City has purchased land for DET NEI and developers are constructing the improvements, including the pump station and force main, and will receive fee credits/reimbursement for their costs. Reimbursements are still being calculated and will be funded through this fee program. DET 16 is the next anticipated project that will be developer built and funded through this fee program.

Table 29: Northeast Industrial Area, Storm Drain CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund
Eastside Channel Lining from Grant Line Road to MacArthur	76087	$2,500,000	2024	100%
DET NEI (128 AF, plus 22 AF add'l excavation) - Reimbursement Remaining	Developer Build	$377,826	Completed, Awaiting Reimbursement	100%
Total		$2,877,826		

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 356 – Tracy Gateway Phase 1 Area

Requirement 1: Brief description of the type of fee

This fee is collected from the Tracy Gateway Phase 1 Area to contribute to the construction of Arterials, Storm Drain, Public Buildings, Water, Wastewater facilities as identified in the Finance and Implementation Plan adopted on July 17, 2007 by Resolution No. 2007-175. The Public Building Fees were further updated on September 16, 2014, by Resolution 2014-158.

Requirement 2: Amount of fee

Table 30 identifies the Tracy Gateway Phase 1 Area Fees for FY22-23.

Table 30: Tracy Gateway Area Fee

Fee	Retail[1,2]	Office (without Deferral)[2]	Office (with Deferral)[2]	Hotel (200 room)
Non-Residential (per unit)				
Public Buildings	$7,385.02	$17,806.41	$17,806.41	$15,306.59
Streets & Highways	$36,952.18	$25,610.00	$1,626.10	$34,605.86
Wastewater	$28,176.43	$40,705.90	$1,106.02	$123,567.20
Non-Potable Water	$35,076.84	$50,674.77	$6,739.46	$153,828.79
Water[3]	$45,382.07	$65,562.52	$65,562.52	$199,022.19
Storm	$9,549.40	$9,549.40	$4,350.19	$5,199.20

(1) Cost for the Second Floor Office and Hotel (150 room) are included in the Retail land use category.

(2) Cost for The Golf Course Club House, Golf Course, and Golf Maintenance Facilities have been spread to other Phase 1 land uses. Spread is based on Percent of fees paid.

(3) Costs for Water reflect costs for Over-sizing of facilities that Gateway will need to construct upfront. Over-sizing costs may be reimbursable to the developer.

Requirement 3: Beginning and ending balance in the fund

Table 31 summarizes the beginning and ending fund balances for the Tracy Gateway Area for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 31 summarizes the fees collected and the interest earned for the Tracy Gateway Area Fees for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 31: Tracy Gateway Area Fund Summary

Gateway	Total
Beginning Fund Balance (July 1, 2022)	$2,048,641
Revenues	
Fees Collected	$0
Interest/Investment Earnings[1]	($30,071)
Other Revenues	$0
Total Revenues	($30,071)
Expenses	
Project Expenses	($86,908)
Other Expenses	$0
Total Expenses	($86,908)
Transfers	$0
Ending Fund Balance (June 30, 2023)	$1,931,662

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 32 identifies the Tracy Gateway Area expenditures for FY22-23.

Table 32: Tracy Gateway Area Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
IC Impvts:I205 & Lammers	73084	($86,908)	29%
Total		($86,908)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

The list of improvements in **Table 33** is identified in the Tracy Gateway Phase 1 Finance and Implementation Plan and have had a portion of the project funding collected through fees from Sutter Hospital. Additional fees are needed to complete funding for the listed projects. The timing is dependent on development moving forward.

Table 33: Tracy Gateway Area CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Wastewater Conveyance to Tracy Hills Wastewater Reclamation Facility (WRF), Tracy Hills WRF Fair Share	74PP-064	$2,147,479	Pending additional project funding	23%	364 - TIMP Wastewater
Pressure Regulating Valve (PRV) in Lammers, In tract Program Water Transmission Lines, Off-site Water	75085	$5,337,928	Pending additional project funding	100%	
Water Pump Station	75PP-082	$1,620,000	Pending additional project funding	100%	
Emergency Well	75PP-083	$2,430,000	Pending additional project funding	100%	
Total		$11,535,407			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 358 – Ellis Program Area, Program Management

Requirement 1: Brief description of the type of fee

The monies associated with the Ellis Project Management fund are collected under other fee programs as part of the five percent mark-ups and transferred to this account after they have been collected to fund costs related to the oversight and management of the fee program.

Requirement 2: Amount of fee

The fees are collected as part of the individual fees, calculated as a mark-up of five percent on the project costs. The five percent is then Transferred to the program management fund. **Table 34** identifies the Ellis Program Management fee is calculated.

Table 34: Ellis Program Area, Program Management Fee

Land Use	Fee
Residential (per unit)	
Low Density	Fee * 0.05
Medium Density	Fee * 0.05
High Density	Fee * 0.05
Non-Residential (per acre)	
Commercial/Retail	Fee * 0.05
Storage	Fee * 0.05

Requirement 3: Beginning and ending balance in the fund

Table 35 summarizes the beginning and ending fund balances for the Ellis Program Management fee for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 35 summarizes the fees collected and the interest earned for the Ellis Program Management fund for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 35: Ellis Program Area, Program Management Fund Summary

Ellis Area Prgrm Mgmt	Total
Beginning Fund Balance (July 1, 2022)	($9,559)
Revenues	
Fees Collected	$0
Interest/Investment Earnings[1]	$8,793
Other Revenues	$0
Total Revenues	$8,793
Expenses	
Project Expenses	($87,298)
Other Expenses	$0
Total Expenses	($87,298)
Transfers	$0
Ending Fund Balance (June 30, 2023)	($88,064)

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 36 identifies the Ellis Program Area, Program Management Expenditures for FY22-23.

Table 36: Ellis Program Area, Program Management Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
Ellis Area Program Mangement	79211	($87,298)	100%
Total		($87,298)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

This fund is used to for program administrative costs, no public capital improvements are identified.

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund in FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 360 – Citywide Master Plan Fees, Public Safety - Communication Facilities

Requirement 1: Brief description of the type of fee

The purpose of the Public Safety Fee – Communication Facilities is to fund additional communication facilities that are needed to serve new development in Master Plan Fee program area. Each new resident and worker generates the need for the City to expand their facilities in order to provide adequate response times and improve the City's emergency communication facilities. To accommodate these needs, new facilities will be built or existing facilities will be expanded as identified in the Public Safety Impact Fee Update adopted on October 1, 2019, by Resolution 2019-196.

Requirement 2: Amount of fee

Table 37 identifies the Citywide Master Plan Fees, Public Safety - Communication Facilities Fee for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan- Program Management.

Table 37: Citywide Master Plan Fees, Public Safety - Comm Facilities Fee

Land Use	Fee
Residential (per unit)	
Very Low Density	$325.00
Low Density	$325.00
Medium Density	$268.00
High Density	$217.00
Non-Residential (per 1,000 sf)	
Commercial/Retail	$98.76
Office	$164.59
Industrial	$32.92

Requirement 3: Beginning and ending balance in the fund

Table 38 summarizes the beginning and ending fund balances for the Citywide Master Plan Fees, Public Safety - Communication Facilities for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 38 summarizes the fees collected and the interest earned for the Citywide Master Plan Fees, Public Safety - Communication Facilities Fund for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 38: Citywide Master Plan Fees, Public Safety - Comm Facilities Fund Summary

TIMP, Pub Safety Comm	Total
Beginning Fund Balance (July 1, 2022)	$933,034
Revenues	
Fees Collected	$44,140
Interest/Investment Earnings[1]	($12,110)
Other Revenues	$0
Total Revenues	$32,030
Expenses	
Project Expenses	$0
Other Expenses	$0
Total Expenses	$0
Transfers	$0
Ending Fund Balance (June 30, 2023)	$965,065

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenses from this fund during FY22-23.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The Public Safety – Communication Facilities Impact Fees adopted on October 1, 2019, outlines the facilities necessary to mitigate new development's impact on the City's Communication Facilities. The Master Plan Area infrastructure project needs are currently being re-evaluated and updated through Master Plan updates. **Table 39** identifies the Radio Communications Tower project that will utilize funds collected by this fee. The project still requires additional funding to commence.

Table 39: Citywide Master Plan Fees, Public Safety - Comm Facilities CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Radio Communications Tower	TBD	$2,419,064	TBD	58%	TBD
Total		$2,419,064			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this account this FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 361 – Citywide Master Plan Fees, Parks

Requirement 1: Brief description of the type of fee

The City standard for parks is 1 acre per 1,000 residents for Community Parks and 3 acres per 1,000 residents for Neighborhood parks. The Park fee is collected from new development within the master plan area based on the Park Development Impact Fees adopted on January 7, 2014, by Resolution 2014-10.

Requirement 2: Amount of fee

Table 40 identifies the Citywide Master Plan Fees, Parks Fee for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan- Program Management.

Table 40: Citywide Master Plan Fees, Parks Fee

Land Use	Fee
Residential (per unit)	
Very Low Density	$10,646.00
Low Density	$10,646.00
Medium Density	$8,711.00
High Density	$7,098.00

Requirement 3: Beginning and ending balance in the fund

Table 41 summarizes the beginning and ending fund balances for the Citywide Master Plan Fees, Parks Fee for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 41 summarizes the fees collected and the interest earned for the Citywide Master Plan Fees, Parks Fund for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 41: Citywide Master Plan Fees, Parks Fund Summary

TIMP, Parks	Total
Beginning Fund Balance (July 1, 2022)	$9,465,555
Revenues	
Fees Collected	$1,245,051
Interest/Investment Earnings[1]	($168,065)
Other Revenues	$0
Total Revenues	$1,076,986
Expenses	
Project Expenses	($15,416)
Other Expenses	$0
Total Expenses	($15,416)
Transfers	$0
Ending Fund Balance (June 30, 2023)	$10,527,125

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 42 identifies the Citywide Master Plan Fees, Parks expenditures for FY22-23.

Table 42: Citywide Master Plan Fees, Parks Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
Parks Master Plan	78179	($15,416)	70%
Total		($15,416)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The Parks Master Plan outlines the park needs and costs to serve new development. The Master Plan Area infrastructure project needs are currently being updated through Master Plan updates. **Table 43** lists the projects currently in progress and anticipated to begin within the next 5 years.

Table 43: Citywide Master Plan Fees, Parks CIP Project

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Gretchen Tally Park Phase III	78170	$984,656	In Progress	32%	271 - LMD 301 - General Projects 391 - Prgm Mngmt
Future 15-Acre Community Park (Tracy Hills)	78PP-XXX	$17,226,000	2025	100%	
Total		$18,210,656			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this account this FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 362 – Citywide Master Plan Fees, Storm Drainage

Requirement 1: Brief description of the type of fee

The purpose of the Storm Drain Fee is to fund storm drain facilities included in the Citywide Storm Drainage Master Plan, and subsequent amendments, that are needed to serve future development in the Master Plan Fee program area. The Storm Drainage fees were adopted on January 7, 2014 by resolution 2014-10 and updated on October 2, 2018 by resolution 2018-204 and on July 1, 2020 by Resolution 2019-217.

Requirement 2: Amount of fee

Table 44 identifies the Citywide Master Plan, Storm Drainage Fees for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan- Program Management.

Table 44: Citywide Master Plan Fees, Storm Drainage Fee

Land Use	Keenan	Westside Residential	NW WSO	Larch Clover	South MacArthur and Rocha	Mountain House [1]	Lammers Watershed [2]	Kagehiro and West Larch Clover [3]
Residential (per unit)								
Very Low Density	NA	NA	NA	NA	$6,855.00	NA	$2,070.00	$865.00
Low Density	$3,017.00	$6,438.00	NA	NA	$6,296.00	NA	$1,901.00	$750.00
Medium Density	$2,038.00	$4,314.00	NA	NA	$4,186.00	NA	$1,264.00	$528.00
High Density	$1,821.00	$3,847.00	NA	NA	$3,746.00	NA	$1,132.00	$470.00
Non-Residential (per acre)								
Commercial/Retail	NA	NA	$23,080.00	$14,165.00	$114,810.00	$22,776.00	$34,706.00	NA
Office	NA	NA	$23,080.00	NA	NA	$22,776.00	$34,706.00	NA
Industrial	NA	NA	$23,080.00	NA	NA	$22,776.00	$34,706.00	NA

Please see the storm drainage shed fee studies for the split between outfall versus program infrastructure.

1) Updated Lammers and Mountain House Watershed Storm Drainage Fees were adopted on November 5, 2019 through Resolution No. 2019-217. Fees have been adjusted by ENR in 2020 and 2021

2) Kagehiro and West Larch Clover only pay the Westside Outfall fee. No additional program infrastructure is required by Kagehiro and the West Larch Clover area is discharged directly to the existing detention basin.

3) Kagehiro and West Larch Clover only pay the Westside Outfall fee. No additional program infrastructure is required by Kagehiro and the West Larch Clover area is discharged directly to the existing detention basin.

Requirement 3: Beginning and ending balance in the fund

Table 45 summarizes the beginning and ending fund balances for the Citywide Master Plan Fees, Storm Drainage Fund for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 45 summarizes the fees collected and the interest earned for the Citywide Master Plan Fees, Storm Drainage Fund for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 45: Citywide Master Plan Fees, Storm Drain Fund Summary

TIMP, Strm Drn	Total
Beginning Fund Balance (July 1, 2022)	$12,597,119
Revenues	
Fees Collected	$523,402
Interest/Investment Earnings[1]	($203,972)
Other Revenues	$0
Total Revenues	$319,430
Expenses	
Project Expenses	($11,251)
Other Expenses	$0
Total Expenses	($11,251)
Transfers	$0
Ending Fund Balance (June 30, 2023)	$12,905,298

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 46 identifies the Citywide Master Plan, Storm Drainage Fund expenditures for FY22-23.

Table 46: Citywide Master Plan Fees, Storm Drain Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
Storm Drain Master Plan	76086	($11,251)	58%
Total		($11,251)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The Storm Drainage Master Plan and subsequent amendments, outline the facilities necessary to mitigate new development's impact on the storm drainage system. The Master Plan Area infrastructure project needs are currently being updated through Master Plan updates. **Table 47** identifies the priority projects that will utilize funds collected by this fee within the next five years. The timing of project commencement and funding contributions will be prioritized and evaluated through the City's CIP process pending the Master Plan updates.

Table 47: Citywide Master Plan Fees, Storm Drain CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Storm Drain Master Plan	76086	$109,529	In Progress	58%	391 - Program Management
Concrete Channel Lining	TBD	$11,529,000	2023/2024	100%	
DET 10/11 (240 AF needed for storage)	TBD	$1,746,150	2024	15%	TBD
DET 10/11 Pump Station (30.0 cfs capacity)	TBD	$543,450	2024	15%	TBD
DET 10/11 Landscaping – Low Visibility	TBD	$158,700	2024	15%	TBD
DET 10/11 Spillway & Outfall improvements	TBD	$70,950	2024	15%	TBD
DET 10/11 30" SD Force Main outlet from DET 10/11	TBD	$5,806,000	2024	100%	TBD
Total		$19,963,779			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this account this FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 363 – Citywide Master Plan Fees, Transportation

Requirement 1: Brief description of the type of fee

The purpose of the Traffic Fee is to fund transportation facilities included in the Transportation Master Plan to serve future development in the Master Plan Fee program area. The facilities are identified in the Transportation Impact Fees adopted on January 7, 2014, by Resolution 2014-10.

Requirement 2: Amount of fee

Table 48 identifies the Citywide Master Plan Fees, Transportation Fee for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan- Program Management.

Table 48: Citywide Master Plan Fees, Transportation Fee

Land Use	Fee
Residential (per unit)	
Very Low Density	$7,307.00
Low Density	$7,307.00
Medium Density	$4,458.00
High Density	$4,458.00
Non-Residential (per acre)	
Commercial/Retail	$223,115.00
Office	$177,965.00
Industrial	$101,767.00

Requirement 3: Beginning and ending balance in the fund

Table 49 summarizes the beginning and ending fund balances for the Citywide Master Plan Fees, Transportation for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 49 summarizes the fees collected and the interest earned for the Citywide Master Plan Fees, Transportation for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 49: Citywide Master Plan Fees, Transportation Fund Summary

TIMP, Traffic	Total
Beginning Fund Balance (July 1, 2022)	$24,511,319
Revenues	
Fees Collected	$2,166,592
Interest/Investment Earnings[1]	($352,334)
Other Revenues[2]	$0
Total Revenues	$1,814,258
Expenses	
Project Expenses	($3,401,109)
Other Expenses	$0
Total Expenses	($3,401,109)
Transfers	($334,603)
Ending Fund Balance (June 30, 2023)	$22,589,865

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

[2] Other Revenues include RTIF Transfers.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 50 summarizes the Citywide Master Plan Fees, Transportation expenditures for FY 22-23.

Table 50: Citywide Master Plan Fees, Transportation Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
IC: I205 & Paradise	73109	($7,084)	4%
AW: Cor Hol Rd, Linne to Old Schult	73144	($33,517)	100%
IS- Corral Hollow & Linne	72104	($165,303)	50%
IS Imp Grant Line & MacArthur	72121	($132,390)	100%
OC Upg-I205 & MH Pkwy	73146	($1,027,652)	100%
OC Upgrade-I205 & Mt House Pkwy	73147	($1,961,580)	100%
BW: DMC & Mt House Pkwy	73148	($12,457)	100%
Transportation Master Plan	73173	($61,127)	51%
Total		($3,401,109)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The Transportation Master Plan and Fee Study outline the facilities that are needed to serve new development in the City. The Master Plan Area infrastructure project needs are currently being updated through Master Plan updates.

Table 51 summarizes the projects currently programmed in the City's FY 22-23 budget and the anticipated priority projects that will utilize funds collected through this fee program.

Table 51: Citywide Master Plan Fees, Transportation CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Intersection Improvements - Corral Hollow & Linne	72104	$67,188	In Progress	32%	242 - Transp Sales Tax 331 - Ellis Area Traffic
Median & Crosswalk Improvements at Grant Line & MacArthur	72121	$145,919	In Progress	100%	
Interchange: I205 & Paradise	73109	$1,361,933	In Progress	87%	245 - Gas Tax
Avenue Widening: Cor Hol Rd, Linne to Old Schult	73144	$1,125,879	In Progress	31%	242 - Transp Sales Tax 245 - Gas Tax 392 - Reg Transport Impact
Overcrossing Upgrade - I205 & Mt House Pkwy	73146	$1,421,707	In Progress	39%	392 - Reg Transport Impact
Overcrossing Upgrade - I580 & International Pkwy	73147	$11,544,664	In Progress	28%	242 - Trans Sales Tax 261 - ISTEA 392 - Reg Transport Impact
International Parkway Bridge Replacement & Expansion Project at DMC	73148	$17,560,802	In Progress	100%	
Bridge Widening: DMC & OLD Schulte Rd	73149	$90,858	In Progress	100%	
Bridge Widening: DM Canal & Old Schulte	73150	$95,761	In Progress	100%	
Widening - Corral Hollow I580/Linne	73161	$489,833	In Progress	21%	301 - General Projects
Transportation Master Plan	73173	$90,295	In Progress	69%	391 - Program Management
Total		$33,994,839			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

Table 52 identifies the Citywide Master Plan Fees, Transportation transfer for FY22-23. This was to reverse a duplicate transfer that was done in FY21-22.

Table 52: Citywide Master Plan Fees, Transportation Transfers

Description of Transfer	Transfer To	Transfer From	Amount
FD363 transfer back RTIF from FD808	Fund 808	Fund 363	($334,603)
Total			($334,603)

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 364 – Citywide Master Plan Fees, Wastewater

Requirement 1: Brief description of the type of fee

The purpose of the Wastewater Conveyance and Wastewater Treatment Fees (Wastewater Fees) is to fund the facilities in each category that are necessary to provide wastewater services to future development in the Master Plan Fee program area. The facilities are identified in the Tracy

Wastewater Conveyance and Treatment Development Impact Fee Study adopted on January 7, 2014, by Resolution 2014-10.

Requirement 2: Amount of fee

Table 53 identifies the Citywide Master Plan Fees, Wastewater Fees for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan- Program Management.

Table 53: Citywide Master Plan Fees, Wastewater Fee

Land Use	Treatment Plant	East Conveyance	West Conveyance
Residential (per unit)			
Very Low Density	$9,476.00	$3,388.00	$2,267.00
Low Density	$9,476.00	$3,388.00	$2,267.00
Medium Density	$7,753.00	$2,773.00	$1,856.00
High Density	$6,319.00	$2,258.00	$1,512.00
Non-Residential (per acre)			
Commercial/Retail	$40,921.00	$14,631.00	$9,794.00
Office	$40,921.00	$14,631.00	$9,794.00
Industrial	$37,905.00	$13,552.00	$9,073.00

Requirement 3: Beginning and ending balance in the fund

Table 54 summarizes the beginning and ending fund balances for the Citywide Master Plan Fees, Wastewater Fund for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 54 summarizes the fees collected and the interest earned for the Citywide Master Plan Fees, Wastewater Fund for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 54: Citywide Master Plan Fees, Wastewater Fund Summary

TIMP, Wastewater	Total
Beginning Fund Balance (July 1, 2022)	$15,329,033
Revenues	
Fees Collected	$9,514,661
Interest/Investment Earnings[1]	($420,129)
Other Revenues	$0
Total Revenues	$9,094,532
Expenses	
Project Expenses	($62,475)
Other Expenses	$0
Total Expenses	($62,475)
Transfers	$0
Ending Fund Balance (June 30, 2023)	$24,361,090

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 55 summarizes the Citywide Master Plan Fees, Wastewater expenditures for FY22-23.

Table 55: Citywide Master Plan Fees, Wastewater Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
Wastewater Master Plan	74159	($11,828)	100%
Sewer Capacity Upgrd-CH/Schulte/11	74165	($50,647)	87%
Total		($62,475)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The Wastewater Master Plan and Fee Study outline the facilities that are needed to serve new development in the City. The Master Plan Area infrastructure project needs are currently being updated through Master Plan updates. Updated infrastructure project costs will be determined and the timing of project commencement will be prioritized through the City's CIP process. **Table 56** highlights the projects currently programmed in the City's FY 22-23 budget and in the early design stages with City staff that will utilize this fund balance.

Table 56: Citywide Master Plan Fees, Wastewater CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Wastewater Master Plan	74159	$248,995	In Progress	100%	
Sewer Capacity Upgrade - Corral Hollow between Schulte & 11th	74165	$2,598,740	In Progress	87%	337 - Ellis Area Wastewater
Tracy WWTP Expansion Future Phase 2c	74PP-XXX	$25,956,596	In Progress	74%	337 - Ellis Area Wastewater 376 - Core Wastewater 523 - Wastewater Capital
Total		$28,804,331			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this account this FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 365 – Citywide Master Plan Fees, Water

Requirement 1: Brief description of the type of fee

The purpose of the Water Supply, Water Distribution and Water Treatment Fees (Water Fee) is to fund the facilities in each category that are necessary to provide water to future development in the Master Plan Fee program area. The facilities are identified in the Citywide Water System Master Plan – Tier 1 Development Impact Fee Analysis for the Backbone Buildout Potable and Recycled Water Systems memo adopted on January 7, 2014, by Resolution 2014-10.

Requirement 2: Amount of fee

Table 57 identifies the Citywide Master Plan Fees, Water Fees for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan- Program Management.

Table 57: Citywide Master Plan Fees, Water Fee

Land Use	Distribution	Supply	Treatment
Residential (per unit)			
Very Low Density	$5,968.00	$2,553.00	$4,643.00
Low Density	$5,968.00	$2,553.00	$4,643.00
Medium Density	$4,296.00	$1,839.00	$3,342.00
High Density	$3,042.00	$1,303.00	$2,366.00
Non-Residential (per acre)			
Commercial/Retail	$24,823.00	$10,625.00	$19,308.00
Office	$18,617.00	$7,967.00	$14,482.00
Industrial	$18,617.00	$7,967.00	$14,482.00

Requirement 3: Beginning and ending balance in the fund

Table 58 summarizes the beginning and ending fund balances for the Citywide Master Plan Fees, Water Supply, Treatment, Storage and Distribution for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 58 summarizes the fees collected and the interest earned for the Citywide Master Plan Fees, Water Supply, Treatment, Storage and Distribution for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 58: Citywide Master Plan Fees, Water Fund Summary

TIMP, Water	Total
Beginning Fund Balance (July 1, 2022)	$18,117,807
Revenues	
Fees Collected	$2,074,391
Interest/Investment Earnings[1]	($346,358)
Other Revenues	$0
Total Revenues	$1,728,033
Expenses	
Project Expenses	($60,011)
Other Expenses[2]	($7,169)
Total Expenses	($67,180)
Transfers	$0
Ending Fund Balance (June 30, 2023)	$19,778,660

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

[2] Other expenses include project management.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 59 summarizes the Citywide Master Plan Fees, Water fund expenditures for FY22-23. Other expenses consisted of program management expenses.

Table 59: Citywide Master Plan Fees, Water Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
WL: Lammers Rd City Zone 3	75160	($24,511)	100%
Water Master Plan	75159	($35,500)	100%
Total		($60,011)	

Note: Fee funding percentage may include multiple fee programs that funding the CIP

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The Water Master Plan and Fee Study outline the facilities that are needed to serve new development in the City. The Master Plan Area infrastructure project needs are currently being re-evaluated and updated through Master Plan updates. Infrastructure projects to be constructed by this fund will be determined through the updates and the timing of project commencement will be prioritized through the City's CIP process. **Table 60** highlights the projects currently programmed in the City's FY 22-23 budget and priority projects the City anticipates starting within the next five years.

Table 60: Citywide Master Plan Fees, Water CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund
Water Master Plan	75159	$189,122	In Progress	100%
Water Lines Lammers Rd	75160	$5,738,915	In Progress	100%
BF Sisk Dam Buy In	75175	$1,000,000	2024/2025	67%
Los Vaqueros Reservoir Buy In	75174	$1,000,000	2024/2025	67%
ASR Expansion Study	TBD	$350,000	2024/2025	100%
Tracy Blvd Pipeline Improvements (Replace 12-in diameter pipelines)	TBD	$1,136,708	2023/2024	100%
Tracy Blvd Jack and Bore Improvements (18-in diameter, 24-in casing)	TBD	$198,246	2024/2025	200%
Groundwater Wells Improvements (ammonia addition)	TBD	$2,717,000	2024/2025	300%
JJWTP Storage Reservoir (1.0 MG Clearwell No. 3)	TBD	$5,448,766	2024/2025	400%
ASR Groundwater Well	TBD	$7,063,970	2024/2025	500%
Total		$24,653,605		

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this account this FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 366 – Citywide Master Plan Fees, Public Facilities

Requirement 1: Brief description of the type of fee

The purpose of the Public Facilities Fee is to fund public facilities needed to serve new development in the Master Plan program area. In order to accommodate these needs, new facilities will be built or existing facilities will be expanded. Each new resident and worker creates a demand for additional public facilities: such as additional space at City Hall or expansion of the Corporation Yard. In additional, new residents create the additional need for recreational facilities such as an aquatic center, library, and recreation center. These facilities are further defined in the City's Public Facilities Master Plan and Impact Fee Technical Memo adopted on January 7, 2014, by Resolution 2014-10.

Requirement 2: Amount of fee

Table 61 identifies the Citywide Master Plan Fees, Public Facilities Fee for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan- Program Management.

Table 61: Citywide Master Plan Fees, Public Facilities Fee

Land Use	Fee
Residential (per unit)	
Very Low Density	$4,160.00
Low Density	$4,160.00
Medium Density	$3,403.00
High Density	$2,774.00
Non-Residential (per 1,000 sf)	
Commercial/Retail	$108.03
Office	$180.07
Industrial	$36.02

Requirement 3: Beginning and ending balance in the fund

Table 62 summarizes the beginning and ending fund balances for the Citywide Master Plan Fees, Public Facilities for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 62 summarizes the fees collected and the interest earned for the Citywide Master Plan Fees, Public Facilities Fund for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 62: Citywide Master Plan Fees, Public Facilities Fund Summary

TIMP, Public Fac	Total
Beginning Fund Balance (July 1, 2022)	$4,912,884
Revenues	
Fees Collected	$1,176,055
Interest/Investment Earnings[1]	($96,683)
Other Revenues	$0
Total Revenues	$1,079,372
Expenses	
Project Expenses	$0
Other Expenses	$0
Total Expenses	$0
Transfers	$0
Ending Fund Balance (June 30, 2023)	$5,992,256

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

No expenditures were made from this account for FY22-23.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The Public Facilities Master Plan and Fee Study identified the facilities necessary to serve new development. The Master Plan Area infrastructure project needs are currently being re-evaluated and updated through Master Plan updates. The City is currently planning for the construction of a multi-generational facility as identified in **Table 63** which will utilize funds collected to date from this fee program.

Table 63: Citywide Master Plan Fees, Public Facilities CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Multi-Generational Recreation Center	TBD	$14,577,232	In Progress	38%	307 - Measure V 334 - Ellis Public Bldgs
Total		$14,577,232			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this account this FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 367 – Citywide Master Plan Fees, Public Safety - Police

Requirement 1: Brief description of the type of fee

The purpose of the Public Safety Fee - Police is to fund additional police facilities that are needed to serve new development in Master Plan Fee program area. Each new resident and worker generates the need for the City to expand their facilities in order to provide adequate response times and hire and house new officers as outlined in the City of Tracy Public Safety Impact Fee Update adopted on October 1, 2019 by Resolution 2019-196.

Requirement 2: Amount of fee

Table 64 identifies the Citywide Master Plan Fees, Public Safety - Police Fee for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan- Program Management.

Table 64: Citywide Master Plan Fees, Public Safety – Police Fee

Land Use	Fee
Residential (per unit)	
Very Low Density	$964.00
Low Density	$964.00
Medium Density	$787.00
High Density	$642.00
Non-Residential (per 1,000 sf)	
Commercial/Retail	$292.10
Office	$486.81
Industrial	$97.38

Requirement 3: Beginning and ending balance in the fund

Table 65 summarizes the beginning and ending fund balances for the Citywide Master Plan Fees, Public Safety - Police for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 65 summarizes the fees collected and the interest earned for the Citywide Master Plan Fees, Public Safety - Police for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 65: Citywide Master Plan Fees, Public Safety - Police Fund Summary

TIMP, Public Safety PD	Total
Beginning Fund Balance (July 1, 2022)	$1,322,304
Revenues	
Fees Collected	$66,568
Interest/Investment Earnings[1]	($20,179)
Other Revenues	$0
Total Revenues	$46,389
Expenses	
Project Expenses	($15,535)
Other Expenses	$0
Total Expenses	($15,535)
Transfers	$0
Ending Fund Balance (June 30, 2023)	$1,353,158

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 66 identifies the Citywide Master Plan, Public Safety – Police expenditures for FY22-23.

Table 66: Citywide Master Plan Fees, Public Safety – Police Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
Police Gun Range	71110	($15,160)	5%
PD Communications Tower Software	71114	($375)	100%
Total		($15,535)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The Police Facilities needed to serve new development are identified in the Public Safety Master Plan and Public Safety Impact Fee Update. The Master Plan Area infrastructure project needs are currently being re-evaluated and updated through Master Plan updates. Infrastructure projects to be constructed by this fund will be determined through the updates and the timing of project commencement will be prioritized through the City's CIP process. **Table 67** shows the currently programmed project from the FY 22-23 CIP budget utilizing fees collected for this fund and the anticipated Police Remodel that will require additional funds.

Table 67: Citywide Master Plan Fees, Public Safety - Police CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Multipurpose Reality Based Training Facility	71110	$132,372	In Progress	5%	231 - Asset Forfeiture 301 - General Projects 605 - Equip Replacement
Police Department Remodel & Addition	TBD	$31,920,538	TBD	56%	TBD
Total		$32,052,910			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this account this FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 368 – Citywide Master Plan Fees, Recycled Water

Requirement 1: Brief description of the type of fee

The purpose of the Recycled Water Fee is to fund the recycled water facilities that are necessary to offset potable water needs with non-potable water in order to secure adequate potable water for future development in the Master Plan Fee program area, as shown in the Citywide Water System Master Plan – Tier 1 Development Impact Fee Analysis for the Backbone Buildout Potable and Recycled Water Systems Technical Memo adopted on January 7, 2014 by Resolution 2014-10.

Requirement 2: Amount of fee

Table 68 identifies the Citywide Master Plan Fees, Recycled Water Fee for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan- Program Management.

Table 68: Citywide Master Plan Fees, Recycled Water Fee

Land Use	Fee
Residential (per unit)	
Very Low Density	$3,739.00
Low Density	$3,739.00
Medium Density	$3,215.00
High Density	$2,169.00
Non-Residential (per acre)	
Commercial/Retail	$21,048.00
Office	$17,161.00
Industrial	$17,161.00

Requirement 3: Beginning and ending balance in the fund

Table 69 summarizes the beginning and ending fund balances for the Citywide Master Plan Fees, Recycled Water Fee for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 69 summarizes the fees collected and the interest earned for the Citywide Master Plan Fees, Recycled Water Fund for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 69: Citywide Master Plan Fees, Recycled Water Fund Summary

TIMP, Recycled Water	Total
Beginning Fund Balance (July 1, 2022)	$3,597,774
Revenues	
Fees Collected	$715,849
Interest/Investment Earnings[1]	($68,426)
Other Revenues	$0
Total Revenues	$647,423
Expenses	
Project Expenses	$0
Other Expenses	$0
Total Expenses	$0
Transfers	$0
Ending Fund Balance (June 30, 2023)	$4,245,197

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

No expenditures were made from this account for FY22-23.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The Water Master Plan and Impact Fee memo, outline the water infrastructure needs to serve the Master Plan Areas. The Master Plan Area infrastructure project needs are currently being re-evaluated and updated through Master Plan updates. Infrastructure projects to be constructed by this fund will be determined through the updates and the timing of project commencement will be prioritized through the City's CIP process. **Table 70** identifies the anticipated priority projects once adequate fee revenues are collected.

Table 70: Citywide Master Plan Fees, Recycled Water CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Recycled Water System Expansion	74168	$2,000,000	In Progress	10%	336 - Ellis Recycled Water Grant Funding
New DMC Pipeline (30-in diameter)	TBD	$18,618,709	2025	77%	336 - Ellis Recycled Water
Total		$20,618,709			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this account this FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 369 – Citywide Master Plan Fees, Public Safety - Fire

Requirement 1: Brief description of the type of fee

The purpose of the Public Safety Fee – Fire is to fund additional fire facilities that are needed to serve new development in Master Plan Fee program area. Each new resident and worker generate the need for the City to expand their facilities in order to provide adequate firefighting services response times as identified in the Public Safety Impact Fee Update adopted on October 1, 2019 by Resolution 2019-196.

Requirement 2: Amount of fee

Table 71 summarizes the beginning and ending fund balances for the Citywide Master Plan Fees, Public Safety - Fire for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan- Program Management.

Table 71: Citywide Master Plan Fees, Public Safety – Fire Fee

Land Use	Fee
Residential (per unit)	
Very Low Density	$796.00
Low Density	$796.00
Medium Density	$650.00
High Density	$531.00
Non-Residential (per 1,000 sf)	
Commercial/Retail	$241.05
Office	$401.75
Industrial	$80.35

Requirement 3: Beginning and ending balance in the fund

Table 72 summarizes the beginning and ending fund balances for the Citywide Master Plan Fees, Public Safety - Fire for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 72 summarizes the fees collected and the interest earned for the Citywide Master Plan Fees, Public Safety Fire for FY22-23. Tracy Hills is receiving fee credits for the construction of Fire Station 95. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 72: Citywide Master Plan Fees, Public Safety - Fire Fund Summary

TIMP, Public Safety Fire	Total
Beginning Fund Balance (July 1, 2022)	$82,260
Revenues	
Fees Collected	$54,966
Interest/Investment Earnings[1]	($2,288)
Other Revenues	$0
Total Revenues	$52,678
Expenses	
Project Expenses	$0
Other Expenses	$0
Total Expenses	$0
Transfers	$0
Ending Fund Balance (June 30, 2023)	$134,938

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

No expenditures were made from this account for FY22-23.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The Master Plan Area infrastructure project needs are currently being re-evaluated and updated through Master Plan updates. **Table 73** identifies the project budgeted in the City's FY22-23 CIP Budget for this fund.

Table 73: Citywide Master Plan Fees, Public Safety - Fire CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources
Fire Training Tower at NEI Reservoir	71109	$478,311	In Progress	52%	605 - Equip Replacement Tracy Rural Fire
Total		$478,311			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this account this FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 371 – Core Public Facilities Fees

Requirement 1: Brief description of the type of fee

The purpose of the Core Public Facilities Fee is to fund the general government and recreational facilities generated by new development and growth in the Core program fee area. The facilities funded by this fee are described in the Core Fees Development Impact Fee Study adopted on January 18, 2022 by Resolution 2022-008.

Requirement 2: Amount of fee

Table 74 identifies the Core Public Facilities Fee for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan-Program Management.

Table 74: Core Public Facilities Fee

Land Use	Fee
Residential (per unit)	
SFR	$3,326.00
MFR (attached 2-4)	$2,721.00
HDR (attached 4+)	$2,219.00
Non-Residential (per 1,000 sf)	
Office	$132.84
Commercial/Retail	$79.59
Industrial	$26.34

Requirement 3: Beginning and ending balance in the fund

Table 75 summarizes the beginning and ending fund balances for the Core Public Facilities for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 75 summarizes the fees collected and the interest earned for the Core Public Facilities Fee for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 75: Core Public Facilities Fund Summary

CORE Public Buildings	Total
Beginning Fund Balance (July 1, 2022)	$4,747,379
Revenues	
Fees Collected	$38,650
Interest/Investment Earnings[1]	($73,703)
Other Revenues	$0
Total Revenues	($35,053)
Expenses	
Project Expenses	($2,700)
Other Expenses	$0
Total Expenses	($2,700)
Transfers	$0
Ending Fund Balance (June 30, 2023)	$4,709,626

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 76 identifies the Citywide Master Plan, Aquatics Center for FY22-23.

Table 76: Core Public Facilities Fund Summary

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
Aquatics Center	78054	($2,700)	3%
Total		($2,700)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The Master Plan Area infrastructure project needs are currently being re-evaluated and updated through Master Plan updates. The list of Public Facilities projects that are currently in progress and anticipated to begin soon are identified in **Table 77**. Additional projects will be prioritized through the City's CIP process as additional funds are available.

Table 77: Core Public Facilities CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Fair share of the Aquatic Center	78054	$1,975,082	In Progress	3%	307 - Measure V 378 - Core Parks Developer Contribution
Multi-Generational Rec Center (Fair share of the library facilities expansion)	78178	$3,801,463	TBD	8%	307 - Measure V Grant Funding Developer Contribution
Total		$5,776,545			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this account this FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 372 – Core Public Safety Fire

Requirement 1: Brief description of the type of fee

The purpose of the Public Safety Fire Fee is to fund the fire facilities generated by new development and the growth in the Core program fee area. The facilities funded by this fee are described in the Core Fees Development Impact Fee Study adopted on January 18, 2022 by Resolution 2022-008.

Requirement 2: Amount of fee

Table 78 identifies the Core Public Safety Fire fee for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan-Program Management.

Table 78: Core Public Safety Fire Fee

Land Use	Fee
Residential (per unit)	
SFR	$1,519.00
MFR (attached 2-4)	$1,243.00
HDR (attached 4+)	$1,013.00
Non-Residential (per 1,000 sf)	
Office	$767.00
Commercial/Retail	$460.19
Industrial	$153.40

Requirement 3: Beginning and ending balance in the fund

Table 79 summarizes the beginning and ending fund balances for the Core Public Safety Fire fee for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 79 summarizes the fees collected and the interest earned for the Core Public Safety Fire Fund for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 79: Core Public Safety Fire Fund Summary

CORE Public Safety Fire	Total
Beginning Fund Balance (July 1, 2022)	($171,002)
Revenues	
Fees Collected	$24,818
Interest/Investment Earnings[1]	($48,561)
Other Revenues	$0
Total Revenues	($23,743)
Expenses	
Project Expenses	$0
Other Expenses	$0
Total Expenses	$0
Transfers	$2,593,500
Ending Fund Balance (June 30, 2023)	$2,398,755

* Totals are rounded and may not directly add to the displayed figures.

Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

No expenditures were made from this account for FY22-23.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The list of improvements in **Table 80** are priority projects identified in the Core Fee Study and project construction will be prioritized through the City's CIP process as additional funds are collected.

Table 80: Core Public Safety Fire CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Fire Station #97 - Valpico & Tracy Blvd	71020	$4,869,673	TBD	42%	369 - TIMP, Fire
Total		$4,869,673			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

Table 81 summarizes the transfers completed for the Core Public Safety Fire Fund for FY22-23. In FY21-22, the Core Public Safety Fire fund balance included transfers that were intended for Core Public Safety Police (Fund 373) and missed transfers that were intended for Core Public Safety Fire. A fund transfer to correct this error was completed in FY22-23.

Table 81: Core Public Safety Fire Transfers

Description of Transfer	Transfer To	Transfer From	Amount
Transfer from Core Police to Core Fire to correct for misallocated funds when Core fee was consolidated in FY 22.	Fund 372	Fund 373	$2,593,500
Total			$2,593,500

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 373 – Core Public Safety Police

Requirement 1: Brief description of the type of fee

The purpose of the Public Safety Police Fee is to fund the police facilities generated by new development and the growth in the Core program fee area. The facilities funded by this fee are described in the Core Fees Development Impact Fee Study adopted on January 18, 2022 by Resolution 2022-008.

Requirement 2: Amount of fee

Table 82 identifies the Core Public Safety Police Fee for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan-Program Management.

Table 82: Core Public Safety Police Fee

Land Use	Fee
Residential (per unit)	
SFR	$342.00
MFR (attached 2-4)	$281.00
HDR (attached 4+)	$228.00
Non-Residential (per 1,000 sf)	
Office	$172.97
Commercial/Retail	$103.78
Industrial	$34.59

Requirement 3: Beginning and ending balance in the fund

Table 83 summarizes the beginning and ending fund balances for the Core Public Safety Police for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 83 summarizes the fees collected and the interest earned for the Core Public Safety Police Fee for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 83: Core Public Safety Police Fund Summary

CORE Public Safety Police	Total
Beginning Fund Balance (July 1, 2022)	$3,242,783
Revenues	
Fees Collected	$5,601
Interest/Investment Earnings[1]	$1,359
Other Revenues	$0
Total Revenues	$6,960
Expenses	
Project Expenses	$0
Other Expenses	$0
Total Expenses	$0
Transfers	($2,593,500)
Ending Fund Balance (June 30, 2023)	$656,243

* Totals are rounded and may not directly add to the displayed figures.

Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenses from this fund during FY22-23.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The remaining improvement in **Table 84** is identified in the Core Fee Study and project construction will be prioritized through the City's CIP Process as additional funds are collected. Additional fee collection is needed to commence the planned project in **Table 84**.

Table 84: Core Public Safety Police CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund
Police Facility Expansion for Additional Officers	71PP-060	$1,636,826	TBD	100%
Total		$1,636,826		

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

Table 85 summarizes the transfers completed for the Core Public Safety Police Fund for FY22-23. In FY21-22, the Core Public Safety Police Fund balance included transfers that were intended for Core Public Safety Fire and missed transfers that were intended for Core Public Safety Police. A fund transfer to correct this error was completed in FY22-23.

Table 85: Core Public Safety Police Transfers

Description of Transfer	Transfer To	Transfer From	Amount
Transfer from Core Police to Core Fire to correct for misallocated funds when Core fee was consolidated in FY 22.	Fund 372	Fund 373	($2,593,500)
Total			($2,593,500)

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 374 – Core Public Safety Communication Facilities

Requirement 1: Brief description of the type of 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 Core program fee area. The facilities funded by this fee are described in the Core Fees Development Impact Fee Study adopted on January 18, 2022 by Resolution 2022-008.

Requirement 2: Amount of fee

Table 86 identifies the Core Public Safety Communication Facilities Fee for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan- Program Management.

Table 86: Core Public Safety Comm Facilities Fee

Land Use	Fee
Residential (per unit)	
SFR	$33.00
MFR (attached 2-4)	$27.00
HDR (attached 4+)	$22.00
Non-Residential (per 1,000 sf)	
Office	$16.83
Commercial/Retail	$10.10
Industrial	$3.37

Requirement 3: Beginning and ending balance in the fund

Table 87 summarizes the beginning and ending fund balances for the Core Public Safety Communication Facilities for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 87 summarizes the fees collected and the interest earned for the Core Public Safety Communication Facilities Fee for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 87: Core Public Safety Comm Facilities Fund Summary

CORE Public Safety Comm Facilities	Total
Beginning Fund Balance (July 1, 2022)	($96,553)
Revenues	
Fees Collected	$542
Interest/Investment Earnings[1]	$33
Other Revenues	$0
Total Revenues	$575
Expenses	
Project Expenses	$0
Other Expenses	$0
Total Expenses	$0
Transfers	$0
Ending Fund Balance (June 30, 2023)	($95,978)

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenses from this fund during FY22-23.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The improvement identified in the Core Fee Study for the Public Safety Communication Facilities Fund (reimbursement to the general fund for CIP 71050 and CIP 71114) was completed FY21-22. Collection of fees will continue to cover the fronted cost of the improvements until the fund balance is made whole. Once the fund balance is made whole, this fee program will be complete and closed unless other eligible projects are identified and adopted by Council.

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 375 – Core Traffic

Requirement 1: Brief description of the type of 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 the Core program fee area. The facilities funded by this fee are described in the Core Fees Development Impact Fee Study adopted on January 18, 2022 by Resolution 2022-008.

Requirement 2: Amount of fee

Table 88 identifies the Core Traffic Fee for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan- Program Management.

Table 88: Core Traffic Fee

Land Use	Fee
Residential (per unit)	
SFR	$6,759.00
MFR (attached 2-4)	$3,245.00
HDR (attached 4+)	$3,245.00
Non-Residential (per acre)	
Office	$88,209.00
Commercial/Retail	$127,278.00
Industrial	$70,230.00

Note: 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.

Requirement 3: Beginning and ending balance in the fund

Table 89 summarizes the beginning and ending fund balances for Core Traffic for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 89 summarizes the fees collected and the interest earned for Core Traffic Fund for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 89: Core Traffic Fund Summary

CORE Traffic	Total
Beginning Fund Balance (July 1, 2022)	$28,135,991
Revenues	
Fees Collected	$690,816
Interest/Investment Earnings[1]	($442,624)
Other Revenues	$0
Total Revenues	$248,192
Expenses	
Project Expenses	($122,165)
Other Expenses	$0
Total Expenses	($122,165)
Transfers	$0
Ending Fund Balance (June 30, 2023)	$28,262,018

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 90 summarizes the Core Traffic Fund expenditures for FY22-23.

Table 90: Core Traffic Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
IS Imp: Tracy & Valpico	72074	($777)	100%
TS: CHR & Valpico	72095	($102,504)	100%
AWid: CHR, 11th to Schulte	73103	($77)	100%
ENDER - 2399 E Grant Line Road Demo	72025	($18,807)	100%
Total		($122,165)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

Table 91 lists the priority projects and share of funding expected to come from the Core Fees. Exact timing and prioritization will be determined as part of the City's CIP process.

Table 91: Core Traffic CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Corral Hollow Road / Valpico Road	72095	$847,611	In Progress	38%	363 - TIMP Traffic
Corral Hollow Road: 11th Street to Schulte Road	73103	$2,686,175	In Progress	31%	364 - TIMP Traffic
Valpico Road: Tracy Boulevard to MacArthur Dr	73190	$6,053,140	2024/2025	69%	363 - TIMP Traffic
Grant Line Road: I-205 to Lammers	73035	$3,789,178	2023/2024	76%	363 - TIMP Traffic
Grant Line Road / Lammers Road	72PP-081	$59,002	In Progress	5%	363 - TIMP Traffic
Acquire ROW for Chrisman Road: I-205 to Grant Line Road	73090	$2,791,330	Completed, Pending Reimbursement	90%	363- TIMP Traffic Other TBD
Corral Hollow Road: Old Schulte to I-580	73PP-046	$2,097,946	2023/2024	10%	363- TIMP Traffic Other TBD
Grant Line Road: Byron Road to Street "A" (Power Road)	73PP-043	$276,465	2023/2024	5%	363- TIMP Traffic Other TBD
Valpico Road / Sycamore Parkway	72082	$233,404	2023/2024	35%	363- TIMP Traffic Other TBD
Tracy Boulevard / Gandy Dancer	72094	$418,175	2023/2024	25%	363- TIMP Traffic Other TBD
Grant Line Road / Power Road (Street "A")	72PP-028	$1,003,031	2023/2024	100%	363- TIMP Traffic Other TBD
Corral Hollow Road / I-580 EB and WB	72PP-030	$892,630	2023/2024	10%	Other TBD
Chrisman Road / Valpico Road	72PP-056	$357,199	2023/2024	25%	363- TIMP Traffic Other TBD
Grant Line Road / Naglee Road / I-205 WB ramps	72PP-082	$77,895	2024/2025	10%	363- TIMP Traffic Other TBD
I-205 EB Ramps / Grant Line Road	72PP-084	$875,860	2024/2025	10%	363- TIMP Traffic Other TBD
Widen 11th Street: MacArthur Drive to Chrisman Road	73143	$744,317	2024/2025	10%	363- TIMP Traffic Other TBD
MacArthur Drive: Approximately 650 LF from I-205 WB Ramps towards Arbor Ave, including frontage.	73PP-071	$2,218,864	2024/2025	30%	363- TIMP Traffic Other TBD
Grant Line Road / Lincoln Boulevard	72PP-064	$59,002	2026	TBD	363- TIMP Traffic Other TBD
Eleventh Street / Lincoln Boulevard	72PP-094	$1,130,646	2026	TBD	363- TIMP Traffic Other TBD
Aqueduct Crossing for Corral Hollow Road	73158	$841,182	2026	TBD	363- TIMP Traffic Other TBD
Valpico Road: Lammers Road to Corral Hollow	73PP-051	$1,035,481	2026	TBD	363- TIMP Traffic Other TBD
Total		$28,488,534			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 376 – Core Wastewater

Requirement 1: Brief description of the type of fee

The purpose of the Wastewater Fee is to fund the wastewater conveyance and treatment facilities that are necessary to provide wastewater services to future development in the Core Fee program area. The facilities funded by this fee are described in the Core Fees Development Impact Fee Study adopted on January 18, 2022 by Resolution 2022-008.

Requirement 2: Amount of fee

Table 92 identifies the Core Wastewater Fee for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan- Program Management.

Table 92: Core Wastewater Fee

Land Use	Wastewater Treatment Plant [1]	Wastewater Conveyance Fee [2,3]
Residential (per unit)		
SFR	$4,474.00	$4,439.00
MFR (attached 2-4)	$3,668.00	$3,641.00
HDR (attached 4+)	$2,997.00	$2,974.00
Non-Residential (per acre)		
Office	$22,726.00	$22,556.00
Commercial/Retail	$22,726.00	$22,556.00
Industrial	$21,070.00	$20,913.00

[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] NEI I bond funded 24% of wastewater conveyance projects and will only be obligated to pay 76% of the Core Fees Wastewater Conveyance Fee.

[3] 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.

Requirement 3: Beginning and ending balance in the fund

Table 93 summarizes the beginning and ending fund balances for the Core Wastewater for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 93 summarizes the fees collected and the interest earned for the Core Wastewater Fee for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 93: Core Wastewater Fund Summary

CORE Wastewater	Total
Beginning Fund Balance (July 1, 2022)	$3,311,074
Revenues	
Fees Collected	$320,875
Interest/Investment Earnings[1]	($56,090)
Other Revenues	$0
Total Revenues	$264,785
Expenses	
Project Expenses	$0
Other Expenses	$0
Total Expenses	$0
Transfers	$0
Ending Fund Balance (June 30, 2023)	$3,575,859

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

No expenditures were made from this account for FY22-23.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The list of improvements in **Table 94** are identified as the priority projects for this fund and are from the Core Fee Study and the City's FY22-23 CIP Budget. The fund balance in this fee program will be used to fund these projects until additional funding is collected to move on to next projects.

Table 94: Core Wastewater CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources
New Outfall Pipeline WW Treatment Plant - Larch Rd & Holly Dr	74083	$218,184	In Progress	13%	523 - Wastewater Capital
East Side Sewer Upgrades	74084	$721,013	In Progress	100%	
WWTP Expansion Phase 2B	74107	$3,100,000	In Progress	10%	364 - TIMP Wastewater 337 - Ellis Wastewater 523 - Wastewater Capital
Total		$4,039,197			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 377 – Core Water

Requirement 1: Brief description of the type of 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. The facilities funded by this fee are described in the Core Fees Development Impact Fee Study adopted on January 18, 2022 by Resolution 2022-008.

Requirement 2: Amount of fee

Table 95 identifies the Core Water Fee for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan- Program Management.

Table 95: Core Water Fee

Land Use	Fee
Residential (per unit)	
SFR	$6,899.00
MFR (attached 2-4)	$4,968.00
HDR (attached 4+)	$3,519.00
Non-Residential (per acre)	
Office	$21,526.00
Commercial/Retail	$28,702.00
Industrial	$21,526.00

Note:

- NEI I bond funded 85% of water projects and will only be obligated to pay 15% of the Core Fees Water Fee.
- NEI II bond funded 55% of water projects and will only be obligated to pay 45% of the Core Fees Water Fee.
- 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.
- 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.

Requirement 3: Beginning and ending balance in the fund

Table 96 summarizes the beginning and ending fund balances for the Core Water for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 96 summarizes the fees collected and the interest earned for the Core Water Fee for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 96: Core Water Fund Summary

CORE Water	Total
Beginning Fund Balance (July 1, 2022)	($5,170,226)
Revenues	
Fees Collected	$120,109
Interest/Investment Earnings[1]	$0
Other Revenues	$0
Total Revenues	$120,109
Expenses	
Project Expenses	$0
Other Expenses	$0
Total Expenses	$0
Transfers	$0
Ending Fund Balance (June 30, 2023)	($5,050,116)

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

No expenditures were made from this account for FY22-23.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

Sufficient funds have not been collected from this fee program to commence capital water improvements identified in the Core Fee Study. The fund is in a negative balance and fee collection will continue to cover the prefunding of Core Fee Water projects.

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this account this FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 378 – Core Parks

Requirement 1: Brief description of the type of fee

The purpose of the Parks Fee is to fund the park and recreation needs generated by new development and growth in the Core Program area. 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. The facilities funded by this fee are described in the Core Fees Development Impact Fee Study adopted on January 18, 2022 by Resolution 2022-008.

Requirement 2: Amount of fee

Table 97 identifies the Core Parks Fee for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan- Program Management.

Table 97: Core Parks Fee

Land Use	Neighborhood Park	Community Park
Residential (per unit)		
SFR	$6,960.00	$1,322.00
MFR (attached 2-4)	$5,695.00	$1,083.00
HDR (attached 4+)	$4,640.00	$882.00
Non-Residential (per acre)		
Office	$0.00	$0.00
Commercial/Retail	$0.00	$0.00
Industrial	$0.00	$0.00

Requirement 3: Beginning and ending balance in the fund

Table 98 summarizes the beginning and ending fund balances for the Core Parks Fee for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 98 summarizes the fees collected and the interest earned for the Core Parks Fund for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 98: Core Parks Fund Summary

CORE Parks	Total
Beginning Fund Balance (July 1, 2022)	$3,956,212
Revenues	
Fees Collected	$58,220
Interest/Investment Earnings[1]	($61,152)
Other Revenues	$0
Total Revenues	($2,932)
Expenses	
Project Expenses	($49,727)
Other Expenses	$0
Total Expenses	($49,727)
Transfers	$0
Ending Fund Balance (June 30, 2023)	$3,903,553

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 99 summarizes the Core Parks Fund expenditures for FY22-23.

Table 99: Core Parks Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
Gretchen Tally Park PH III	78170	($49,727)	73%
Total		($49,727)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The list of improvements in **Table 100** is compiled from the Core Fee Study and the City's FY22-23 CIP Budget as projects currently in progress and utilizing the available funding in this fee program. Project construction will be prioritized through the City's CIP process as sufficient funds continue to be collected.

Table 100: Core Parks CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources
Aquatics Center	78054	$1,975,082	In Progress	3%	307 - Measure V 371 - Core Public Facilities Developer Contributions
Gretchen Tally Park Phase III	78170	$3,859,522	In Progress	73%	361 - TIMP Parks
Total		$5,834,604			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this account this FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 379 – Core Storm Drainage

Requirement 1: Brief description of the type of 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. The facilities funded by this fee are described in the Core Fees Development Impact Fee Study adopted on January 18, 2022 by Resolution 2022-008.

Requirement 2: Amount of fee

Table 101 identifies the Core Storm Drainage Fee for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan-Program Management.

Table 101: Core Storm Drainage Fee

Land Use	Fee
Residential (per unit)	
SFR	$2,582.00
MFR (attached 2-4)	$1,715.00
HDR (attached 4+)	$1,536.00
Non-Residential (per acre)	
Office	$40,005.00
Commercial/Retail	$40,005.00
Industrial	$40,005.00

Note: 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 22/23 is shown.

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 22/23 is shown.

Requirement 3: Beginning and ending balance in the fund

Table 102 summarizes the beginning and ending fund balances for the Core Storm Drainage Fee for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 102 summarizes the fees collected and the interest earned for the Core Storm Drainage Fund for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 102: Core Storm Drain Fund Summary

CORE Drainage	Total
Beginning Fund Balance (July 1, 2022)	$7,314,625
Revenues	
Fees Collected	$412,009
Interest/Investment Earnings[1]	($120,467)
Other Revenues	$0
Total Revenues	$291,542
Expenses	
Project Expenses	$0
Other Expenses	$0
Total Expenses	$0
Transfers	$0
Ending Fund Balance (June 30, 2023)	$7,606,168

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

No expenditures were made from this account for FY22-23.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The list of Storm Drain improvements in **Table 103** is compiled from the Core Fee Study and the City's FY22-23 CIP budget that are currently in progress and/or are anticipated to begin soon. Project construction will be prioritized through the City's CIP process.

Table 103: Core Storm Drain CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund
South MacArthur, Ph 2	76059	$530,630	In Progress	100%
Detention Basin 2B (Zone 1)	76066 / 76081	$5,855,822	2023/2024	100%
Detention Basin 2A (Zone 2)	76045	$628,727	2023/2024	100%
Detention Basin V	76PP-XXX	$120,328	2024/2025	100%
DET V Pump Station	76PP-XXX	$180,832	2024/2025	100%
Reimbursement to Westside Outfall	76PP-XXX	$835,403	2024/2025	100%
Total		$8,151,742		

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 391 – Urban Management Plan- Program Management

Requirement 1: Brief description of the type of fee

The Program Management Fee is a five percent fee collected as a soft cost mark-up used to fund the cost related to the oversight and management of the fee program.

Requirement 2: Amount of fee

The fees are collected as part of the individual fees, calculated as a mark-up of 5% on the project costs. The 5% is then deposited in the program management fund. **Table 104** shows how the Program Management Fee is calculated.

Table 104: Program Management Fee

Land Use	Fee
Residential (per unit)	
SFR	Fees * 0.05
MFR (attached 2-4)	Fees * 0.05
HDR (attached 4+)	Fees * 0.05
Non-Residential (per acre)	
Office	Fees * 0.05
Commercial/Retail	Fees * 0.05
Industrial	Fees * 0.05

Requirement 3: Beginning and ending balance in the fund

Table 105 summarizes the beginning and ending fund balances for the Program Management Fee for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 105 summarizes the fees collected and the interest earned for the Program Management Fund for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 105: Program Management Fund Summary

Urban Mgt Plan-PM	Total
Beginning Fund Balance (July 1, 2022)	$5,322,961
Revenues	
Fees Collected	$853,906
Interest/Investment Earnings[1]	($167,734)
Other Revenues	$0
Total Revenues	$686,172
Expenses	
Project Expenses	($792,043)
Other Expenses[2]	($379,095)
Total Expenses	($1,171,137)
Transfers	$0
Ending Fund Balance (June 30, 2023)	$4,837,996

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

[2] Other expenses include staff and consultant costs in administering the fee program.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 106 summarizes the Program Management Fund expenditures for FY22-23. The Other Expenses from this fund were for reimbursement of staff and administrative time related to program management.

Table 106: Program Management Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
Public Facilities Master Plan	71107	($1,032)	100%
Public Safety Master Plan	71108	($30,261)	100%
Parks Master Plan	78179	($420)	3%
Storm Drain Master Plan	76086	($21,617)	58%
Transportation Master Plan	73173	($58,050)	49%
Infill Prgm Mgmt	79201	($609)	100%
I205 Area Prgm Mgmt	79203	($215)	100%
Plan C Prgm Mgmt	79204	($609)	100%
ISP South Prgm Mgmt	79205	($609)	100%
NE Indus Area #1 Prgrm Mgmt	79206	($215)	100%
South Mac Area Prgm Mgmt	79207	($609)	100%
NE Indus Area #2 Prgm Mgmt	79208	($609)	100%
Presidio Prgm Mgmt	79210	($215)	100%
TIMP Program Management	79212	($676,970)	100%
Total		($792,043)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

This fund is used for program management costs associated with administering the various DIF funds versus a physical public improvement. This includes City staff and consultant time.

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023-_____

APPROVING THE AB 1600: DEVELOPMENT IMPACT FEE ANNUAL REPORT FOR FISCAL YEAR 22-23 ON DEVELOPMENT IMPACT FEE REVENUES AND EXPENDITURES, IN ACCORDANCE WITH THE MITIGATION FEE ACT

WHEREAS, Government Code Sections 66000-66006, imposes requirements for the collection and expenditure of Development Impact Fees; and

WHEREAS, Government Code Section 66006(b)(1) requires the City to annually prepare a publicly available fiscal report not less than 180 days after each fiscal year for each development impact fee account or fund containing the following information:

(A) A brief description of the type of fee in the account or fund;

(B) The amount of the fee;

(C) The beginning and ending balance of the account or fund;

(D) The amount of the fees collected and the interest earned;

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees;

(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete;

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan; and

(H) The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001; and

WHEREAS, Government Code Section 66006(b)(2) requires the City make this annual report publicly available not less than 15 days prior to a public hearing, and present it at public hearing; and

WHEREAS, staff, working with Harris and Associates, has prepared the annual fiscal report, entitled, "AB 1600: Development Impact Fee Annual Report for Fiscal Year 22-23" (Report), attached hereto as Exhibit 1; and

WHEREAS, the content of the Report complies with all eight requirements of Government Code Section 66006(b)(2)(a) through (h) with respect to Fiscal Year 22-23; and

WHEREAS, the Report was made publicly available not less than 180 days after the fiscal year and not less than 15 days prior to its presentation at this City Council meeting; and

WHEREAS, the publication and presentation of the report complies with the public notice requirements of Government Code Sections 66006(b)(1) and (2); now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby finds and determines that the foregoing recitals are true and correct and are hereby incorporated herein as findings and determinations of the City; and be it

FURTHER RESOLVED: That the City Council hereby accepts and approves the AB 1600: Development Impact Fee Annual Report for Fiscal Year 22-23 regarding development impact fee revenues and expenditures (Exhibit 1), in accordance with the Mitigation Fee Act.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on the 19th day of December 2023 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Exhibit 1 – AB 1600: Development Impact Fee Annual Report for Fiscal Year 22-23
regarding development impact fee revenues and expenditures

Exhibit 1

AB1600: Development Impact Fee Annual Report

Fiscal Year 22-23

City of Tracy

Prepared By:

Harris & Associates

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Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Recycled Water System Expansion	74168	$2,000,000	In Progress	10%	336 - Ellis Recycled Water Grant Funding
New DMC Pipeline (30-in diameter)	TBD	$18,618,709	2025	77%	336 - Ellis Recycled Water
Total		$20,618,709			

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Section 1 Executive Summary

Development Impact Fees are fees imposed by a local government on new or proposed development projects to ensure public services and infrastructure will be sufficient to serve those new development projects. California state law requires local agencies, on an annual basis, to prepare a report on the status of their Development Impact Fee (DIF) program in accordance with California Assembly Bill 1600 (AB1600). Additionally, every five years following the first deposit into the account or fund, the City must make additional findings. This report will serve as the City of Tracy's AB1600 report for the fiscal year starting July 1, 2022 and ending June 30, 2023.

The City of Tracy maintains three main fee areas: the Ellis Fees, the Master Plan Fees, and the Core Fees. Gateway Phase 1 will be consolidated with the City Master Plan Area in the future.

The Ellis Program Area

The Ellis Program Area (Ellis) is located between Lammers Road and Corral Hollow Road along the north side of the Union Pacific rail line. The infrastructure needed to serve the Ellis Program Area along with Ellis' fair share of the facilities in the City and the resulting fees required to mitigate the impacts of the Ellis development are outlined in the "Ellis Program Area Finance and Implementation Plan" adopted August 2013.

The Citywide Master Plan Area

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 Citywide Infrastructure Master Plans and established citywide development impact fees for the Master Planned Area, known as the "Master Plan Fees". The areas within the old, previously established specific plan areas with FIPs, were not included as a part of these new master plans and fee studies.

The Core Area

Many of the old FIPs established in the 1990's are largely built-out. The City found that implementing and updating eight different sets of fees has been burdensome, especially as the areas approach build-out. The Core Fees Development Impact Fee Study adopted on January 18, 2022 through resolution consolidated the old impact fee programs areas into a single fee area called the "Core Fees".

The following are the development impact fee program areas in the City that were 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)

Development impact fee capital expenditures across all DIFs for FY22-23 totaled approximately $8 million.

While the fee revenues collected from DIFs can be used by the City to build improvements, they are largely used as a credit and reimbursement mechanism for developers who fund the construction of the improvements within their project development area.

The following sections provide the legal context for this annual report, required reporting information for each of the City's DIFs.

Section 2 Requirements of Mitigation Fee Act (AB1600)

Assembly Bill 1600 (AB1600), commonly known as the Mitigation Fee Act, was enacted by the state of California in 1987 and created Section 66000 et. seq. of the Government Code. AB1600 requires the City to report fee information annually with additional information reported every fifth year. Within 180 days after the last day of each fiscal year, the City must make available 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 balances in each fee account
4. The amount of fees collected and interest earned during the previous year
5. Identification of each public improvement on which fees were expended and the amount expended on each improvement, including the total percentage of the cost of improvements funded with the fees
6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete
7. A description of any interfund transfers or loans, including a description of the public improvement on which the transferred or loaned fees will be expended, the interest that the account will receive for the loan and the date on which the loan will be repaid
8. An identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

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. An identification of the purpose to which the fee is to be put
2. A demonstration of a reasonable relationship between the fee and the purpose for which it is charged
3. An identification of all sources and amounts of funding anticipated to complete financing of incomplete improvements in the fee program
4. A designation of the approximate dates on which the funding is expected to be deposited into the appropriate account or fund

This report is intended to satisfy the annual reporting requirements for FY22-23. The City must make this information available for public review and must present it at the next regularly scheduled public meeting no less than 15 days after this information is made available to the public.

Section 3 City of Tracy Development Impact Fees

Table 1 lists the fees and corresponding fund numbers that comprises the City of Tracy's current DIF fee program.

Table 1: City of Tracy DIF Funds

Fund Number	Fee(s)
316	Infill Area, Downtown Improvements Parking
331	Ellis Program Area, Traffic
332	Ellis Program Area, Drainage
333	Ellis Program Area, Parks
334	Ellis Program Area, Public Buildings
335	Ellis Program Area, Water
336	Ellis Program Area, Recycled Water
337	Ellis Program Area, Wastewater
350	NEI, Storm Drain
356	Tracy Gateway Area: Arterials, Storm Drain, Pub Buildings, Water, Wastewater
358	Ellis Program Area, Program Management
360	Citywide Master Plan Fees, Public Safety Comm
361	Citywide Master Plan Fees, Parks
362	Citywide Master Plan Fees, Storm Drain
363	Citywide Master Plan Fees, Traffic
364	Citywide Master Plan Fees, Wastewater
365	Citywide Master Plan Fees, Water
366	Citywide Master Plan Fees, Public Facilities
367	Citywide Master Plan Fees, Public Safety PD
368	Citywide Master Plan Fees, Recycled Water
369	Citywide Master Plan Fees, Public Safety Fire
371	Core Public Facilities
372	Core Public Safety Fire
373	Core Public Safety Police
374	Core Public Safety Comm Facilities
375	Core Traffic
376	Core Wastewater
377	Core Water
378	Core Parks
379	Core Storm Drain
391	Urban Management Plan, Program Management

Section 4 Overview of Development Impact Fees

Below outlines the required information for each DIF fund.

Infill

The following section describes the fees imposed on new developments in the Infill area, based on the updated Infill Finance and Implementation Plan (FIP) adopted by City Council on April 3, 2012 by Resolution 2012-060. Most of the Infill fees were eliminated following the adoption of the Core Fee Program on January 18, 2022. The remaining Infill, Downtown Improvements Parking fee was closed out in FY22-23.

Fund 316 – Infill Area, Downtown Improvements Parking

Requirement 1: Brief description of the type of fee

In conjunction with the adoption of Tracy Municipal Code chapter 6.20 regarding the Downtown Incentive Program, and TMC section 10.08.3470(d)(3), regarding off-street parking requirements within the Downtown Incentive Area, development impact fees were established to offset the City's costs in upgrading parking and streetscape improvements in the Downtown Incentive Area.

Requirement 2: Amount of fee

Table 2 identifies the Infill Area, Downtown Improvements Parking fee for FY22-23. To spur revitalization of the Downtown, the Downtown Improvements Parking Fee had been reduced to $0 by Resolution 2015-168, adopted on October 6, 2015 and ending October 6, 2020 with a check-in point at 3 years. Resolution 2019-160 allowed a 5-year extension.

Table 2: Infill Area, Downtown Improvements Parking

Land Use	Fee
Residential (per unit)	
Low Density	$0.00
Medium Density	$0.00
High Density	$0.00
Non-Residential (per Acre)	
Commercial/Retail	$0.00
Office	$0.00
Industrial	$0.00

Requirement 3: Beginning and ending balance in the fund

Table 3 summarizes the beginning and ending fund balances for the Infill Area, Downtown Improvements Parking for FY22-23. It should be noted that the fund balance is zero due to the transfer of all funds due to no future planned projects.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 3 summarizes the fees collected and the interest earned for the Infill Area, Downtown Improvements Parking Fee for FY22-23.

Table 3: Infill Area, Downtown Improvements Parking Fund Summary

Infill, Parking	Total
Beginning Fund Balance (July 1, 2022)	$88,451
Revenues	
Fees Collected	$0
Interest/Investment Earnings[1]	$0
Other Revenues	$0
Total Revenues	$0
Expenses	
Project Expenses	$0
Other Expenses	$0
Total Expenses	$0
Transfers	($88,451)
Ending Fund Balance (June 30, 2023)	$0

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenses from this fund during FY22-23.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

There are no future projects intended from this fund and is closed out.

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

This entire fund was transferred to the General Fund to reimburse for the permanent lighting installation project in the Downtown Business District (2018). **Table 4** shows this transfer.

Table 4: Infill Area, Downtown Improvements Parking Fund Transfer

Description of Transfer	Transfer To	Transfer From	Amount
Transfer from Infill, Parking to General Fund to close out fund.	GF Fund 101	Fund 316	($88,451)
Total			($88,451)

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Ellis

The following sections describe the fees imposed on new developments in the Ellis Specific Plan area, based on the Ellis Finance and Implementation Plan adopted by City Council on August 20, 2013 by Resolution 2013-136. The Public Building Fees were further updated on September 16, 2014, by Resolution 2014-158.

Fund 331 – Ellis Program Area, Traffic

Requirement 1: Brief description of the type of fee

The purpose of the Traffic Fee is to fund the intersection and roadways that are necessary to mitigate the traffic impacts created by new development within the Ellis Program Area. To accommodate this increased growth and travel demand, new or expanded intersections and roadways will be constructed as outlined in the Ellis Finance and Implementation Plan. The County traffic fee gets remitted to the Joint Power Authority to fund regional transportation improvements.

Requirement 2: Amount of fee

Table 5 identifies the Ellis Program Area, Traffic and County Traffic fee for FY22-23.

Table 5: Ellis Program Area, Traffic and County Traffic Fee

Land Use	Traffic Fee	County Traffic Fee
Residential (per unit)		
Low Density	$2,693.00	$1,500.00
Medium Density	$2,693.00	$1,500.00
High Density	$1,293.00	$720.00
Non-Residential (per acre)		
Commercial/Retail	$42,825.00	$0.00
Storage	$2,693.00	$0.00

Requirement 3: Beginning and ending balance in the fund

Table 6 summarizes the beginning and ending fund balances for the Ellis Program Area, Traffic fee for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 6 summarizes the fees collected and the interest earned for the Ellis Program Area, Traffic fund for FY22-23. This includes both the Traffic Fee and the County Traffic Fee. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 6: Ellis Program Area, Traffic Fund Summary

Ellis Area Traffic	Total
Beginning Fund Balance (July 1, 2022)	$1,759,508
Revenues	
Fees Collected	$138,000
Interest/Investment Earnings[1]	($26,227)
Other Revenues	$0
Total Revenues	$111,773
Expenses	
Project Expenses	($164,785)
Other Expenses	$0
Total Expenses	($164,785)
Transfers	$0
Ending Fund Balance (June 30, 2023)	$1,706,496

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 7 identifies the Ellis Program Area, Traffic expenditures for FY22-23.

Table 7: Ellis Program Area, Traffic Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
Intersection - Corral Hollow & Linne	72104	($164,785)	32%
Total		($164,785)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The improvements below in **Table 8** are compiled from the Ellis FIP and the City's CIP Budget FY22-23 and are currently in construction or soon to be constructed by the developer in exchange for fee credits and reimbursements. The developer will work with the City to determine timing of improvements based upon construction progress and project need. The County traffic fee gets remitted to the Joint Power Authority to fund regional transportation improvements.

Table 8: Ellis Program Area, Traffic CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Corral Hollow/ Linne Rd - Signalize. Convert intersection to T with no EB Approach, widen WB approach to add 1 LT and 1 TR lane, widen NB approach to provide 2 Thru lanes and 1 RT lane, Widen SB approach to provide 1 LT and 2 Thru lanes.	72104	$66,969	In Progress	32%	242 - Transp Sales Tax 363 - TIMP Traffic
Corral Hollow/Valpico Rd - Signalize & widen SB approach to provide 1 TL and 1 TR Lane	72095	$404,482	In Progress	18%	375 - Core Traffic
Corral Hollow Road - 2 lanes to 4 lane arterial (Linne to Old Schulte)	73144	$432,021	In Progress	7%	242 - Transp Sales Tax 245 - Gas Tax 363 - TIMP Traffic 392 - Reg Transport Impact
Corral Hollow Road - Rural to 4 lane Arterial (I580 - Linne)	73161	$821,260	In Progress	34%	301 - General Projects 363 - TIMP Traffic
Valpico Road - Rural to 4 lane Arterial	73190	$147,987	2023/2024	2%	375 - Core Traffic
Grant Line Road - Widen to 6 lanes	73191	$413,247	2023/2024	8%	375 - Core Traffic
Total		$2,285,966			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 332 – Ellis Program Area, Storm Drainage

Requirement 1: Brief description of the type of fee

This fee is collected from development located within the Ellis Program Sub-basin to fund master plan drainage infrastructure needs and to pay for the use of excess capacity in existing downstream storm drainage facilities as outlined in the Ellis Finance and Implementation Plan and the Ellis Program Sub-Basin Reevaluation of Program Storm Drainage Infrastructure Memo prepared by Storm Water Consulting Inc. on August 4, 2015.

Requirement 2: Amount of fee

Table 9 identifies the Ellis Program Area, Storm Drainage Fee for FY22-23.

Table 9: Ellis Program Area, Storm Drainage Fee

Land Use	Fee
Residential (per unit)	
Low Density	$1,797.00
Medium Density	$981.00
High Density	$2,229.00
Non-Residential (per acre)	
Commercial/Retail	$23,836.00
Storage	$6,691.00

Requirement 3: Beginning and ending balance in the fund

Table 10 summarizes the beginning and ending fund balances for the Ellis Program Area, Storm Drainage for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 10 summarizes the fees collected and the interest earned for the Ellis Program Area, Storm Drainage Fee for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 10: Ellis Program Area, Storm Drainage Fund Summary

Ellis Area Drainage	Total
Beginning Fund Balance (July 1, 2022)	$2,486,664
Revenues	
Fees Collected	$137,005
Interest/Investment Earnings[1]	($42,074)
Other Revenues	$0
Total Revenues	$94,931
Expenses	
Project Expenses	($2,355)
Other Expenses	$0
Total Expenses	($2,355)
Transfers	$0
Ending Fund Balance (June 30, 2023)	$2,579,240

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 11 identifies the Ellis Program Area, Storm Drain expenditures for FY22-23.

Table 11: Ellis Program Area, Storm Drain Project Expenditures

Project	CIP #	Amount Expended
Project Management	ELL3A	$2,355.00
Total		$2,355.00

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The list of improvements below in **Table 12** is identified in the Ellis FIP and the developer will work with the City to determine timing of improvements based upon construction progress and project need. The developer is expected to construct the listed improvements soon for fee credits and reimbursements.

Table 12: Ellis Program Area, Storm Drainage CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund
Detention Basin 3A (36 AF plus 36 AF add'l excavation)	76PP-XXX	$972,000	FY22-23	100%
2,800 LF of 12" SD (100 LF of Bore & Jack)	Developer Build	$351,000	Completed, Reimbursement Pending	100%
2,640 LF of 60" SD	76PP-XXX	$1,960,200	FY22-23	100%
660 LF of 66" SD (Valpico Road)	76PP-XXX	$579,150	FY22-23	100%
2,100 LF of 66" SD (to DET 3A)	76PP-XXX	$1,842,750	FY22-23	100%
Total		$5,705,100		

* Note: 76PP-XXX designates a project that still needs a CIP number assigned

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 333 – Ellis Program Area, Parks and Recreation

Requirement 1: Brief description of the type of fee

The purpose of the Parks and Recreation Fee is to fund the park and recreation needs generated by growth in the Ellis Program Area. 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 facilities will be built and/or existing facilities will be expanded. The developer receives park credits for the construction of parks.

Requirement 2: Amount of fee

Table 13 identifies the Ellis Program Area, Parks and Recreation fee for FY22-23.

Table 13: Ellis Program Area, Parks and Recreation Fee

Land Use	Fee
Residential (per unit)	
Low Density	$8,128.00
Medium Density	$6,651.00
High Density	$5,419.00

Requirement 3: Beginning and ending balance in the fund

Table 14 summarizes the beginning and ending fund balances for the Ellis Program Area, Parks and Recreation fee for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 14 summarizes the fees collected and the interest earned for the Ellis Program Area, Parks and Recreation fund for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 14: Ellis Program Area, Parks and Recreation Fund Summary

Ellis Area Parks	Total
Beginning Fund Balance (July 1, 2022)	$2,763,649
Revenues	
Fees Collected	$560,504
Interest/Investment Earnings[1]	$10,578
Other Revenues	$0
Total Revenues	$571,082
Expenses	
Project Expenses	($3,226,396)
Other Expenses	$0
Total Expenses	($3,226,396)
Transfers	$0
Ending Fund Balance (June 30, 2023)	$108,335

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 15 identifies the Ellis Program Area, Parks and Recreation expenditures for FY22-23.

Table 15: Ellis Program Area, Parks and Recreation Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
Refund Park Impact Fees to Ellis Town & Country for Western and Orchard Parks	N/A	$1,874,962.32	100%
Refund Park Impact Fees to Ellis Gardens for Ellis Dog Park	N/A	$1,351,433.88	100%
Total		$3,226,396.20	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The developer is building and dedicating neighborhood park improvements in exchange for fee credits, thus, this fund is not anticipated to fund any projects in the near future. Developer will work with the City to determine timing of improvements based upon construction progress and project need.

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 334 – Ellis Program Area, Public Buildings

Requirement 1: Brief description of the type of fee

The purpose of the Public Building Fee is to fund their fair share portion of the City Hall & Public Works facility, community center, library, and public safety facility projects that are needed to serve new development within the Ellis Program Area. In order to accommodate these needs, new facilities will be built or existing facilities will be expanded. The facilities are identified in the Ellis Finance and Implementation Plan.

Requirement 2: Amount of fee

Table 16 identifies the Ellis Program Area, Public Buildings fee for FY22-23.

Table 16: Ellis Program Area, Public Buildings Fee

Land Use	Fee
Residential (per unit)	
Low Density	$3,479.00
Medium Density	$2,846.00
High Density	$2,319.00
Non-Residential (per acre)	
Commercial/Retail	$2,369.00
Storage	$2,369.00

Note: Ellis met their Communication Tower and Equipment fee obligation by paying $155,141.50 at the first final map, as such, fees do not include the Communication Tower and Equipment fee.

Requirement 3: Beginning and ending balance in the fund

Table 17 summarizes the beginning and ending fund balances for the Ellis Program Area, Public Buildings fee for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 17 summarizes the fees collected and the interest earned for the Ellis Program Area, Public Buildings fund for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 17: Ellis Program Area, Public Buildings Fund Summary

Ellis Area Public Bldgs	Total
Beginning Fund Balance (July 1, 2022)	$2,603,597
Revenues	
Fees Collected	$308,886
Interest/Investment Earnings[1]	($44,676)
Other Revenues	$0
Total Revenues	$264,210
Expenses	
Project Expenses	$0
Other Expenses	$0
Total Expenses	$0
Transfers	$0
Ending Fund Balance (June 30, 2023)	$2,867,806

* Totals are rounded and may not directly add to the displayed figures.

Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenses from this fund during FY22-23.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

Table 18 shows the current prioritization of funds which includes a multi-generational recreation facility which will include a police substation.

Table 18: Ellis Program Area, Public Buildings CIP Projects

Project	CIP #	Project Cost	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources
Multi-Generational Rec Center	78178	$1,206,812	In Progress	3%	307 - Measure V Grant Funding Developer Contribution
Public Safety Facilities - Multigenerational Center (PD Substation)	TBD	$1,753,220	2023/2024	5%	307 - Measure V 366 - TIMP Public Facilities
Total		$2,960,032			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 335 – Ellis Program Area, Water

Requirement 1: Brief description of the type of 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 the future new development in the Ellis Program Area. In order to accommodate this increased demand, new facilities must be built and/or existing facilities expanded as shown in the Ellis Finance and Implementation Plan.

Requirement 2: Amount of fee

Table 19 identifies the Ellis Program Area, Water Fee for FY22-23.

Table 19: Ellis Program Area, Water Fee

Land Use	Fee
Residential (per unit)	
Low Density	$7,058.00
Medium Density	$6,070.00
High Density	$4,094.00
Non-Residential (per acre)	
Commercial/Retail	$39,736.00
Storage	$39,736.00

Requirement 3: Beginning and ending balance in the fund

Table 20 summarizes the beginning and ending fund balances for the Ellis Program Area, Water Fee for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 20 summarizes the fees collected and the interest earned for the Ellis Program Area, Water Fund for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets. The fees collected are shown as negative due to a developer reimbursement for fees previously paid and for which they were later eligible to receive credits. The fund balance includes interest collected from prior funds before reimbursements were made. These funds will be reallocated to the other Ellis funds.

Table 20: Ellis Program Area, Water Fund Summary

Ellis Area Water	Total
Beginning Fund Balance (July 1, 2022)	$24,050
Revenues	
Fees Collected	$0
Interest/Investment Earnings[1]	($369)
Other Revenues	$0
Total Revenues	($369)
Expenses	
Project Expenses	$0
Other Expenses	$0
Total Expenses	$0
Transfers	$0
Ending Fund Balance (June 30, 2023)2	$23,681

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

[2] Fund Balance includes interest collected from prior funds before reimbursements were made. The City will be reallocating these funds.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenses from this fund during FY22-23.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The developer is building and dedicating improvements in exchange for fee credits, thus, this fund is not anticipated to fund any projects in the near future. Developer will work with the City to determine timing of improvements based upon construction progress and project need.

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 336 – Ellis Program Area, Recycled Water

Requirement 1: Brief description of the type of fee

The purpose of the Recycled Water Fee is to fund the recycled water facilities that are necessary to provide recycled water to the future new development in the Ellis Program Area. To accommodate this increased demand, new facilities must be built and/or existing facilities expanded.

Requirement 2: Amount of fee

Table 21 identifies the Ellis Program Area, Recycled Water Fee for FY22-23.

Table 21: Ellis Program Area, Recycled Water Fee

Land Use	Fee
Residential (per unit)	
Low Density	$2,654.00
Medium Density	$2,282.00
High Density	$1,539.00
Non-Residential (per acre)	
Commercial/Retail	$14,942.00
Storage	$14,942.00

Requirement 3: Beginning and ending balance in the fund

Table 22 summarizes the beginning and ending fund balances for the Ellis Program Area, Recycled Water fee for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 22 summarizes the fees collected and the interest earned for the Ellis Program Area, Recycled Water fund for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets. Ellis receives credits for building their recycled water improvements.

Table 22: Ellis Program Area, Recycled Water Fund Summary

Ellis Area Recylced Water	Total
Beginning Fund Balance (July 1, 2022)	$35,517
Revenues	
Fees Collected	$0
Interest/Investment Earnings[1]	($546)
Other Revenues	$0
Total Revenues	($546)
Expenses	
Project Expenses	$0
Other Expenses	$0
Total Expenses	$0
Transfers	$0
Ending Fund Balance (June 30, 2023)	$34,971

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenses from this fund during FY22-23.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

Ellis funds a fair share of the improvements identified in the Recycled Water Master Plan. Ellis has built infrastructure and received fee credits and reimbursements. **Table 23** identifies the current prioritization of funds.

Table 23: Ellis Program Area, Recycled Water CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Citywide Recycled Water Contribution	TBD	$5,617,291	2025	4%	368 - TIMP Recycled Water
Total		$5,617,291			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 337 – Ellis Program Area, Wastewater

Requirement 1: Brief description of the type of fee

The purpose of the Wastewater System Fee is to fund the wastewater facilities and improvements that are needed to serve new development within the Ellis Program Area. In order to accommodate the increase wastewater generated by new development, new facilities will be built and/or existing facilities will be expanded as outlined in the Ellis Finance and Implementation Plan.

Requirement 2: Amount of fee

Table 24 identifies the Ellis Program Area, Wastewater Fee for FY22-23.

Table 24: Ellis Program Area, Wastewater Fee

Land Use	Fee
Residential (per unit)	
Low Density	$8,337.00
Medium Density	$6,753.00
High Density	$5,586.00
Non-Residential (per acre)	
Commercial/Retail	$43,352.00
Storage	$3,168.00

Requirement 3: Beginning and ending balance in the fund

Table 25 summarizes the beginning and ending fund balances for the Ellis Program Area, Wastewater Fee for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 25 summarizes the fees collected and the interest earned for the Ellis Program Area, Wastewater Fund for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 25: Ellis Program Area, Wastewater Fund Summary

Ellis Area Wastewater	Total
Beginning Fund Balance (July 1, 2022)	$2,695,675
Revenues	
Fees Collected	$740,207
Interest/Investment Earnings[1]	($52,516)
Other Revenues	$0
Total Revenues	$687,691
Expenses	
Project Expenses	$0
Other Expenses	$0
Total Expenses	$0
Transfers	$0
Ending Fund Balance (June 30, 2023)	$3,383,366

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenses from this fund during FY22-23.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

Table 26 identifies the Ellis Program Area, Wastewater CIP projects identified in the Ellis FIP and FY22-23 CIP budget updated with remaining project costs. Fees will continue to be collected for contribution to the WWTP expansion future phases.

Table 26: Ellis Program Area, Wastewater CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Sewer Capacity Upgrade - Corral Hollow between Schulte & 11th	74165	$400,000	In Progress	87%	364 - TIMP Wastewater
Tracy WWTP Expansion Future Phase 2C	74PP-XXX	$9,043,404	In Progress	26%	523 - Wastewater Capital 364 - TIMP Wastewater 376 - Core Wastewater
Total		$9,443,404			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 350 - Northeast Industrial Area, Storm Drain

Requirement 1: Brief description of the type of fee

This fee is collected from Northeast Industrial Area and Eastside Industrial Area, to contribute to the construction of Storm Drain facilities as identified in Storm Drainage Impact Fee Study for the expanded Northeast Industrial Area and Eastside Industrial Area adopted on October 2, 2018 by Resolution 2018-204.

Requirement 2: Amount of fee

Table 27 identifies the Northeast Industrial Area, Storm Drain Fee for FY22-23.

Table 27: Northeast Industrial Area, Storm Drain Fee

Land Use	Fee
Residential (per unit)	
Very Low Density	$3,804.00
Low Density	$2,629.00
Medium Density	$1,624.00
High Density	$1,495.00
Non-Residential (per acre)	
Commercial/Retail	$44,549.00
Office	$44,549.00
Industrial	$44,549.00

Requirement 3: Beginning and ending balance in the fund

Table 28 summarizes the beginning and ending fund balances for the Northeast Industrial Area, Storm Drain Fee for FY22-23,

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 28 summarizes the fees collected and the interest earned for the Northeast Industrial Area, Storm Drain Fee for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 28: Northeast Industrial Area, Storm Drain Fund Summary

NEI Storm Drain	Total
Beginning Fund Balance (July 1, 2022)	$2,569,288
Revenues	
Fees Collected	$0
Interest/Investment Earnings[1]	($39,551)
Other Revenues	$0
Total Revenues	($39,551)
Expenses	
Project Expenses	$0
Other Expenses	$0
Total Expenses	$0
Transfers	$0
Ending Fund Balance (June 30, 2023)	$2,529,737

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenses from this fund during FY22-23.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The improvements in **Table 29** are identified in the updated expanded Northeast Industrial Area and Eastside Industrial Area Storm Drainage Fees adopted on October 2, 2018 through Resolution No. 2018-204. The City has purchased land for DET NEI and developers are constructing the improvements, including the pump station and force main, and will receive fee credits/reimbursement for their costs. Reimbursements are still being calculated and will be funded through this fee program. DET 16 is the next anticipated project that will be developer built and funded through this fee program.

Table 29: Northeast Industrial Area, Storm Drain CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund
Eastside Channel Lining from Grant Line Road to MacArthur	76087	$2,500,000	2024	100%
DET NEI (128 AF, plus 22 AF add'l excavation) - Reimbursement Remaining	Developer Build	$377,826	Completed, Awaiting Reimbursement	100%
Total		$2,877,826		

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 356 – Tracy Gateway Phase 1 Area

Requirement 1: Brief description of the type of fee

This fee is collected from the Tracy Gateway Phase 1 Area to contribute to the construction of Arterials, Storm Drain, Public Buildings, Water, Wastewater facilities as identified in the Finance and Implementation Plan adopted on July 17, 2007 by Resolution No. 2007-175. The Public Building Fees were further updated on September 16, 2014, by Resolution 2014-158.

Requirement 2: Amount of fee

Table 30 identifies the Tracy Gateway Phase 1 Area Fees for FY22-23.

Table 30: Tracy Gateway Area Fee

Fee	Retail[1,2]	Office (without Deferral)[2]	Office (with Deferral)[2]	Hotel (200 room)
Non-Residential (per unit)				
Public Buildings	$7,385.02	$17,806.41	$17,806.41	$15,306.59
Streets & Highways	$36,952.18	$25,610.00	$1,626.10	$34,605.86
Wastewater	$28,176.43	$40,705.90	$1,106.02	$123,567.20
Non-Potable Water	$35,076.84	$50,674.77	$6,739.46	$153,828.79
Water[3]	$45,382.07	$65,562.52	$65,562.52	$199,022.19
Storm	$9,549.40	$9,549.40	$4,350.19	$5,199.20

(1) Cost for the Second Floor Office and Hotel (150 room) are included in the Retail land use category.

(2) Cost for The Golf Course Club House, Golf Course, and Golf Maintenance Facilities have been spread to other Phase 1 land uses. Spread is based on Percent of fees paid.

(3) Costs for Water reflect costs for Over-sizing of facilities that Gateway will need to construct upfront. Over-sizing costs may be reimbursable to the developer.

Requirement 3: Beginning and ending balance in the fund

Table 31 summarizes the beginning and ending fund balances for the Tracy Gateway Area for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 31 summarizes the fees collected and the interest earned for the Tracy Gateway Area Fees for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 31: Tracy Gateway Area Fund Summary

Gateway	Total
Beginning Fund Balance (July 1, 2022)	$2,048,641
Revenues	
Fees Collected	$0
Interest/Investment Earnings[1]	($30,071)
Other Revenues	$0
Total Revenues	($30,071)
Expenses	
Project Expenses	($86,908)
Other Expenses	$0
Total Expenses	($86,908)
Transfers	$0
Ending Fund Balance (June 30, 2023)	$1,931,662

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 32 identifies the Tracy Gateway Area expenditures for FY22-23.

Table 32: Tracy Gateway Area Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
IC Impvts:I205 & Lammers	73084	($86,908)	29%
Total		($86,908)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete.

The list of improvements in **Table 33** is identified in the Tracy Gateway Phase 1 Finance and Implementation Plan and have had a portion of the project funding collected through fees from Sutter Hospital. Additional fees are needed to complete funding for the listed projects. The timing is dependent on development moving forward.

Table 33: Tracy Gateway Area CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Wastewater Conveyance to Tracy Hills Wastewater Reclamation Facility (WRF), Tracy Hills WRF Fair Share	74PP-064	$2,147,479	Pending additional project funding	23%	364 - TIMP Wastewater
Pressure Regulating Valve (PRV) in Lammers, In tract Program Water Transmission Lines, Off-site Water	75085	$5,337,928	Pending additional project funding	100%	
Water Pump Station	75PP-082	$1,620,000	Pending additional project funding	100%	
Emergency Well	75PP-083	$2,430,000	Pending additional project funding	100%	
Total		$11,535,407			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 358 – Ellis Program Area, Program Management

Requirement 1: Brief description of the type of fee

The monies associated with the Ellis Project Management fund are collected under other fee programs as part of the five percent mark-ups and transferred to this account after they have been collected to fund costs related to the oversight and management of the fee program.

Requirement 2: Amount of fee

The fees are collected as part of the individual fees, calculated as a mark-up of five percent on the project costs. The five percent is then Transferred to the program management fund. **Table 34** identifies the Ellis Program Management fee is calculated.

Table 34: Ellis Program Area, Program Management Fee

Land Use	Fee
Residential (per unit)	
Low Density	Fee * 0.05
Medium Density	Fee * 0.05
High Density	Fee * 0.05
Non-Residential (per acre)	
Commercial/Retail	Fee * 0.05
Storage	Fee * 0.05

Requirement 3: Beginning and ending balance in the fund

Table 35 summarizes the beginning and ending fund balances for the Ellis Program Management fee for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 35 summarizes the fees collected and the interest earned for the Ellis Program Management fund for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 35: Ellis Program Area, Program Management Fund Summary

Ellis Area Prgrm Mgmt	Total
Beginning Fund Balance (July 1, 2022)	($9,559)
Revenues	
Fees Collected	$0
Interest/Investment Earnings[1]	$8,793
Other Revenues	$0
Total Revenues	$8,793
Expenses	
Project Expenses	($87,298)
Other Expenses	$0
Total Expenses	($87,298)
Transfers	$0
Ending Fund Balance (June 30, 2023)	($88,064)

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 36 identifies the Ellis Program Area, Program Management Expenditures for FY22-23.

Table 36: Ellis Program Area, Program Management Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
Ellis Area Program Mangement	79211	($87,298)	100%
Total		($87,298)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

This fund is used to for program administrative costs, no public capital improvements are identified.

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund in FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 360 – Citywide Master Plan Fees, Public Safety - Communication Facilities

Requirement 1: Brief description of the type of fee

The purpose of the Public Safety Fee – Communication Facilities is to fund additional communication facilities that are needed to serve new development in Master Plan Fee program area. Each new resident and worker generates the need for the City to expand their facilities in order to provide adequate response times and improve the City's emergency communication facilities. To accommodate these needs, new facilities will be built or existing facilities will be expanded as identified in the Public Safety Impact Fee Update adopted on October 1, 2019, by Resolution 2019-196.

Requirement 2: Amount of fee

Table 37 identifies the Citywide Master Plan Fees, Public Safety - Communication Facilities Fee for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan- Program Management.

Table 37: Citywide Master Plan Fees, Public Safety - Comm Facilities Fee

Land Use	Fee
Residential (per unit)	
Very Low Density	$325.00
Low Density	$325.00
Medium Density	$268.00
High Density	$217.00
Non-Residential (per 1,000 sf)	
Commercial/Retail	$98.76
Office	$164.59
Industrial	$32.92

Requirement 3: Beginning and ending balance in the fund

Table 38 summarizes the beginning and ending fund balances for the Citywide Master Plan Fees, Public Safety - Communication Facilities for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 38 summarizes the fees collected and the interest earned for the Citywide Master Plan Fees, Public Safety - Communication Facilities Fund for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 38: Citywide Master Plan Fees, Public Safety - Comm Facilities Fund Summary

TIMP, Pub Safety Comm	Total
Beginning Fund Balance (July 1, 2022)	$933,034
Revenues	
Fees Collected	$44,140
Interest/Investment Earnings[1]	($12,110)
Other Revenues	$0
Total Revenues	$32,030
Expenses	
Project Expenses	$0
Other Expenses	$0
Total Expenses	$0
Transfers	$0
Ending Fund Balance (June 30, 2023)	$965,065

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenses from this fund during FY22-23.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The Public Safety – Communication Facilities Impact Fees adopted on October 1, 2019, outlines the facilities necessary to mitigate new development's impact on the City's Communication Facilities. The Master Plan Area infrastructure project needs are currently being re-evaluated and updated through Master Plan updates. **Table 39** identifies the Radio Communications Tower project that will utilize funds collected by this fee. The project still requires additional funding to commence.

Table 39: Citywide Master Plan Fees, Public Safety - Comm Facilities CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Radio Communications Tower	TBD	$2,419,064	TBD	58%	TBD
Total		$2,419,064			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this account this FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 361 – Citywide Master Plan Fees, Parks

Requirement 1: Brief description of the type of fee

The City standard for parks is 1 acre per 1,000 residents for Community Parks and 3 acres per 1,000 residents for Neighborhood parks. The Park fee is collected from new development within the master plan area based on the Park Development Impact Fees adopted on January 7, 2014, by Resolution 2014-10.

Requirement 2: Amount of fee

Table 40 identifies the Citywide Master Plan Fees, Parks Fee for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan- Program Management.

Table 40: Citywide Master Plan Fees, Parks Fee

Land Use	Fee
Residential (per unit)	
Very Low Density	$10,646.00
Low Density	$10,646.00
Medium Density	$8,711.00
High Density	$7,098.00

Requirement 3: Beginning and ending balance in the fund

Table 41 summarizes the beginning and ending fund balances for the Citywide Master Plan Fees, Parks Fee for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 41 summarizes the fees collected and the interest earned for the Citywide Master Plan Fees, Parks Fund for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 41: Citywide Master Plan Fees, Parks Fund Summary

TIMP, Parks	Total
Beginning Fund Balance (July 1, 2022)	$9,465,555
Revenues	
Fees Collected	$1,245,051
Interest/Investment Earnings[1]	($168,065)
Other Revenues	$0
Total Revenues	$1,076,986
Expenses	
Project Expenses	($15,416)
Other Expenses	$0
Total Expenses	($15,416)
Transfers	$0
Ending Fund Balance (June 30, 2023)	$10,527,125

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 42 identifies the Citywide Master Plan Fees, Parks expenditures for FY22-23.

Table 42: Citywide Master Plan Fees, Parks Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
Parks Master Plan	78179	($15,416)	70%
Total		($15,416)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The Parks Master Plan outlines the park needs and costs to serve new development. The Master Plan Area infrastructure project needs are currently being updated through Master Plan updates. **Table 43** lists the projects currently in progress and anticipated to begin within the next 5 years.

Table 43: Citywide Master Plan Fees, Parks CIP Project

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Gretchen Tally Park Phase III	78170	$984,656	In Progress	32%	271 - LMD 301 - General Projects 391 - Prgm Mngmt
Future 15-Acre Community Park (Tracy Hills)	78PP-XXX	$17,226,000	2025	100%	
Total		$18,210,656			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this account this FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 362 – Citywide Master Plan Fees, Storm Drainage

Requirement 1: Brief description of the type of fee

The purpose of the Storm Drain Fee is to fund storm drain facilities included in the Citywide Storm Drainage Master Plan, and subsequent amendments, that are needed to serve future development in the Master Plan Fee program area. The Storm Drainage fees were adopted on January 7, 2014 by resolution 2014-10 and updated on October 2, 2018 by resolution 2018-204 and on July 1, 2020 by Resolution 2019-217.

Requirement 2: Amount of fee

Table 44 identifies the Citywide Master Plan, Storm Drainage Fees for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan- Program Management.

Table 44: Citywide Master Plan Fees, Storm Drainage Fee

Land Use	Keenan	Westside Residential	NW WSO	Larch Clover	South MacArthur and Rocha	Mountain House [1]	Lammers Watershed [2]	Kagehiro and West Larch Clover [3]
Residential (per unit)								
Very Low Density	NA	NA	NA	NA	$6,855.00	NA	$2,070.00	$865.00
Low Density	$3,017.00	$6,438.00	NA	NA	$6,296.00	NA	$1,901.00	$750.00
Medium Density	$2,038.00	$4,314.00	NA	NA	$4,186.00	NA	$1,264.00	$528.00
High Density	$1,821.00	$3,847.00	NA	NA	$3,746.00	NA	$1,132.00	$470.00
Non-Residential (per acre)								
Commercial/Retail	NA	NA	$23,080.00	$14,165.00	$114,810.00	$22,776.00	$34,706.00	NA
Office	NA	NA	$23,080.00	NA	NA	$22,776.00	$34,706.00	NA
Industrial	NA	NA	$23,080.00	NA	NA	$22,776.00	$34,706.00	NA

Please see the storm drainage shed fee studies for the split between outfall versus program infrastructure.

1) Updated Lammers and Mountain House Watershed Storm Drainage Fees were adopted on November 5, 2019 through Resolution No. 2019-217. Fees have been adjusted by ENR in 2020 and 2021

2) Kagehiro and West Larch Clover only pay the Westside Outfall fee. No additional program infrastructure is required by Kagehiro and the West Larch Clover area is discharged directly to the existing detention basin.

3) Kagehiro and West Larch Clover only pay the Westside Outfall fee. No additional program infrastructure is required by Kagehiro and the West Larch Clover area is discharged directly to the existing detention basin.

Requirement 3: Beginning and ending balance in the fund

Table 45 summarizes the beginning and ending fund balances for the Citywide Master Plan Fees, Storm Drainage Fund for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 45 summarizes the fees collected and the interest earned for the Citywide Master Plan Fees, Storm Drainage Fund for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 45: Citywide Master Plan Fees, Storm Drain Fund Summary

TIMP, Strm Drn	Total
Beginning Fund Balance (July 1, 2022)	$12,597,119
Revenues	
Fees Collected	$523,402
Interest/Investment Earnings[1]	($203,972)
Other Revenues	$0
Total Revenues	$319,430
Expenses	
Project Expenses	($11,251)
Other Expenses	$0
Total Expenses	($11,251)
Transfers	$0
Ending Fund Balance (June 30, 2023)	$12,905,298

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 46 identifies the Citywide Master Plan, Storm Drainage Fund expenditures for FY22-23.

Table 46: Citywide Master Plan Fees, Storm Drain Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
Storm Drain Master Plan	76086	($11,251)	58%
Total		($11,251)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The Storm Drainage Master Plan and subsequent amendments, outline the facilities necessary to mitigate new development's impact on the storm drainage system. The Master Plan Area infrastructure project needs are currently being updated through Master Plan updates. **Table 47** identifies the priority projects that will utilize funds collected by this fee within the next five years. The timing of project commencement and funding contributions will be prioritized and evaluated through the City's CIP process pending the Master Plan updates.

Table 47: Citywide Master Plan Fees, Storm Drain CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Storm Drain Master Plan	76086	$109,529	In Progress	58%	391 - Program Management
Concrete Channel Lining	TBD	$11,529,000	2023/2024	100%	
DET 10/11 (240 AF needed for storage)	TBD	$1,746,150	2024	15%	TBD
DET 10/11 Pump Station (30.0 cfs capacity)	TBD	$543,450	2024	15%	TBD
DET 10/11 Landscaping – Low Visibility	TBD	$158,700	2024	15%	TBD
DET 10/11 Spillway & Outfall improvements	TBD	$70,950	2024	15%	TBD
DET 10/11 30" SD Force Main outlet from DET 10/11	TBD	$5,806,000	2024	100%	TBD
Total		$19,963,779			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this account this FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 363 – Citywide Master Plan Fees, Transportation

Requirement 1: Brief description of the type of fee

The purpose of the Traffic Fee is to fund transportation facilities included in the Transportation Master Plan to serve future development in the Master Plan Fee program area. The facilities are identified in the Transportation Impact Fees adopted on January 7, 2014, by Resolution 2014-10.

Requirement 2: Amount of fee

Table 48 identifies the Citywide Master Plan Fees, Transportation Fee for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan- Program Management.

Table 48: Citywide Master Plan Fees, Transportation Fee

Land Use	Fee
Residential (per unit)	
Very Low Density	$7,307.00
Low Density	$7,307.00
Medium Density	$4,458.00
High Density	$4,458.00
Non-Residential (per acre)	
Commercial/Retail	$223,115.00
Office	$177,965.00
Industrial	$101,767.00

Requirement 3: Beginning and ending balance in the fund

Table 49 summarizes the beginning and ending fund balances for the Citywide Master Plan Fees, Transportation for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 49 summarizes the fees collected and the interest earned for the Citywide Master Plan Fees, Transportation for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 49: Citywide Master Plan Fees, Transportation Fund Summary

TIMP, Traffic	Total
Beginning Fund Balance (July 1, 2022)	$24,511,319
Revenues	
Fees Collected	$2,166,592
Interest/Investment Earnings[1]	($352,334)
Other Revenues[2]	$0
Total Revenues	$1,814,258
Expenses	
Project Expenses	($3,401,109)
Other Expenses	$0
Total Expenses	($3,401,109)
Transfers	($334,603)
Ending Fund Balance (June 30, 2023)	$22,589,865

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

[2] Other Revenues include RTIF Transfers.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 50 summarizes the Citywide Master Plan Fees, Transportation expenditures for FY 22-23.

Table 50: Citywide Master Plan Fees, Transportation Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
IC: I205 & Paradise	73109	($7,084)	4%
AW: Cor Hol Rd, Linne to Old Schult	73144	($33,517)	100%
IS- Corral Hollow & Linne	72104	($165,303)	50%
IS Imp Grant Line & MacArthur	72121	($132,390)	100%
OC Upg-I205 & MH Pkwy	73146	($1,027,652)	100%
OC Upgrade-I205 & Mt House Pkwy	73147	($1,961,580)	100%
BW: DMC & Mt House Pkwy	73148	($12,457)	100%
Transportation Master Plan	73173	($61,127)	51%
Total		($3,401,109)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The Transportation Master Plan and Fee Study outline the facilities that are needed to serve new development in the City. The Master Plan Area infrastructure project needs are currently being updated through Master Plan updates.

Table 51 summarizes the projects currently programmed in the City's FY 22-23 budget and the anticipated priority projects that will utilize funds collected through this fee program.

Table 51: Citywide Master Plan Fees, Transportation CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Intersection Improvements - Corral Hollow & Linne	72104	$67,188	In Progress	32%	242 - Transp Sales Tax 331 - Ellis Area Traffic
Median & Crosswalk Improvements at Grant Line & MacArthur	72121	$145,919	In Progress	100%	
Interchange: I205 & Paradise	73109	$1,361,933	In Progress	87%	245 - Gas Tax
Avenue Widening: Cor Hol Rd, Linne to Old Schult	73144	$1,125,879	In Progress	31%	242 - Transp Sales Tax 245 - Gas Tax 392 - Reg Transport Impact
Overcrossing Upgrade - I205 & Mt House Pkwy	73146	$1,421,707	In Progress	39%	392 - Reg Transport Impact
Overcrossing Upgrade - I580 & International Pkwy	73147	$11,544,664	In Progress	28%	242 - Trans Sales Tax 261 - ISTEA 392 - Reg Transport Impact
International Parkway Bridge Replacement & Expansion Project at DMC	73148	$17,560,802	In Progress	100%	
Bridge Widening: DMC & OLD Schulte Rd	73149	$90,858	In Progress	100%	
Bridge Widening: DM Canal & Old Schulte	73150	$95,761	In Progress	100%	
Widening - Corral Hollow I580/Linne	73161	$489,833	In Progress	21%	301 - General Projects
Transportation Master Plan	73173	$90,295	In Progress	69%	391 - Program Management
Total		$33,994,839			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

Table 52 identifies the Citywide Master Plan Fees, Transportation transfer for FY22-23. This was to reverse a duplicate transfer that was done in FY21-22.

Table 52: Citywide Master Plan Fees, Transportation Transfers

Description of Transfer	Transfer To	Transfer From	Amount
FD363 transfer back RTIF from FD808	Fund 808	Fund 363	($334,603)
Total			($334,603)

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 364 – Citywide Master Plan Fees, Wastewater

Requirement 1: Brief description of the type of fee

The purpose of the Wastewater Conveyance and Wastewater Treatment Fees (Wastewater Fees) is to fund the facilities in each category that are necessary to provide wastewater services to future development in the Master Plan Fee program area. The facilities are identified in the Tracy

Wastewater Conveyance and Treatment Development Impact Fee Study adopted on January 7, 2014, by Resolution 2014-10.

Requirement 2: Amount of fee

Table 53 identifies the Citywide Master Plan Fees, Wastewater Fees for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan- Program Management.

Table 53: Citywide Master Plan Fees, Wastewater Fee

Land Use	Treatment Plant	East Conveyance	West Conveyance
Residential (per unit)			
Very Low Density	$9,476.00	$3,388.00	$2,267.00
Low Density	$9,476.00	$3,388.00	$2,267.00
Medium Density	$7,753.00	$2,773.00	$1,856.00
High Density	$6,319.00	$2,258.00	$1,512.00
Non-Residential (per acre)			
Commercial/Retail	$40,921.00	$14,631.00	$9,794.00
Office	$40,921.00	$14,631.00	$9,794.00
Industrial	$37,905.00	$13,552.00	$9,073.00

Requirement 3: Beginning and ending balance in the fund

Table 54 summarizes the beginning and ending fund balances for the Citywide Master Plan Fees, Wastewater Fund for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 54 summarizes the fees collected and the interest earned for the Citywide Master Plan Fees, Wastewater Fund for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 54: Citywide Master Plan Fees, Wastewater Fund Summary

TIMP, Wastewater	Total
Beginning Fund Balance (July 1, 2022)	$15,329,033
Revenues	
Fees Collected	$9,514,661
Interest/Investment Earnings[1]	($420,129)
Other Revenues	$0
Total Revenues	$9,094,532
Expenses	
Project Expenses	($62,475)
Other Expenses	$0
Total Expenses	($62,475)
Transfers	$0
Ending Fund Balance (June 30, 2023)	$24,361,090

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 55 summarizes the Citywide Master Plan Fees, Wastewater expenditures for FY22-23.

Table 55: Citywide Master Plan Fees, Wastewater Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
Wastewater Master Plan	74159	($11,828)	100%
Sewer Capacity Upgrd-CH/Schulte/11	74165	($50,647)	87%
Total		($62,475)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The Wastewater Master Plan and Fee Study outline the facilities that are needed to serve new development in the City. The Master Plan Area infrastructure project needs are currently being updated through Master Plan updates. Updated infrastructure project costs will be determined and the timing of project commencement will be prioritized through the City's CIP process. **Table 56** highlights the projects currently programmed in the City's FY 22-23 budget and in the early design stages with City staff that will utilize this fund balance.

Table 56: Citywide Master Plan Fees, Wastewater CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Wastewater Master Plan	74159	$248,995	In Progress	100%	
Sewer Capacity Upgrade - Corral Hollow between Schulte & 11th	74165	$2,598,740	In Progress	87%	337 - Ellis Area Wastewater
Tracy WWTP Expansion Future Phase 2c	74PP-XXX	$25,956,596	In Progress	74%	337 - Ellis Area Wastewater 376 - Core Wastewater 523 - Wastewater Capital
Total		$28,804,331			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this account this FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 365 – Citywide Master Plan Fees, Water

Requirement 1: Brief description of the type of fee

The purpose of the Water Supply, Water Distribution and Water Treatment Fees (Water Fee) is to fund the facilities in each category that are necessary to provide water to future development in the Master Plan Fee program area. The facilities are identified in the Citywide Water System Master Plan – Tier 1 Development Impact Fee Analysis for the Backbone Buildout Potable and Recycled Water Systems memo adopted on January 7, 2014, by Resolution 2014-10.

Requirement 2: Amount of fee

Table 57 identifies the Citywide Master Plan Fees, Water Fees for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan- Program Management.

Table 57: Citywide Master Plan Fees, Water Fee

Land Use	Distribution	Supply	Treatment
Residential (per unit)			
Very Low Density	$5,968.00	$2,553.00	$4,643.00
Low Density	$5,968.00	$2,553.00	$4,643.00
Medium Density	$4,296.00	$1,839.00	$3,342.00
High Density	$3,042.00	$1,303.00	$2,366.00
Non-Residential (per acre)			
Commercial/Retail	$24,823.00	$10,625.00	$19,308.00
Office	$18,617.00	$7,967.00	$14,482.00
Industrial	$18,617.00	$7,967.00	$14,482.00

Requirement 3: Beginning and ending balance in the fund

Table 58 summarizes the beginning and ending fund balances for the Citywide Master Plan Fees, Water Supply, Treatment, Storage and Distribution for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 58 summarizes the fees collected and the interest earned for the Citywide Master Plan Fees, Water Supply, Treatment, Storage and Distribution for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 58: Citywide Master Plan Fees, Water Fund Summary

TIMP, Water	Total
Beginning Fund Balance (July 1, 2022)	$18,117,807
Revenues	
Fees Collected	$2,074,391
Interest/Investment Earnings[1]	($346,358)
Other Revenues	$0
Total Revenues	$1,728,033
Expenses	
Project Expenses	($60,011)
Other Expenses[2]	($7,169)
Total Expenses	($67,180)
Transfers	$0
Ending Fund Balance (June 30, 2023)	$19,778,660

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

[2] Other expenses include project management.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 59 summarizes the Citywide Master Plan Fees, Water fund expenditures for FY22-23. Other expenses consisted of program management expenses.

Table 59: Citywide Master Plan Fees, Water Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
WL: Lammers Rd City Zone 3	75160	($24,511)	100%
Water Master Plan	75159	($35,500)	100%
Total		($60,011)	

Note: Fee funding percentage may include multiple fee programs that funding the CIP

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The Water Master Plan and Fee Study outline the facilities that are needed to serve new development in the City. The Master Plan Area infrastructure project needs are currently being re-evaluated and updated through Master Plan updates. Infrastructure projects to be constructed by this fund will be determined through the updates and the timing of project commencement will be prioritized through the City's CIP process. **Table 60** highlights the projects currently programmed in the City's FY 22-23 budget and priority projects the City anticipates starting within the next five years.

Table 60: Citywide Master Plan Fees, Water CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund
Water Master Plan	75159	$189,122	In Progress	100%
Water Lines Lammers Rd	75160	$5,738,915	In Progress	100%
BF Sisk Dam Buy In	75175	$1,000,000	2024/2025	67%
Los Vaqueros Reservoir Buy In	75174	$1,000,000	2024/2025	67%
ASR Expansion Study	TBD	$350,000	2024/2025	100%
Tracy Blvd Pipeline Improvements (Replace 12-in diameter pipelines)	TBD	$1,136,708	2023/2024	100%
Tracy Blvd Jack and Bore Improvements (18-in diameter, 24-in casing)	TBD	$198,246	2024/2025	200%
Groundwater Wells Improvements (ammonia addition)	TBD	$2,717,000	2024/2025	300%
JJWTP Storage Reservoir (1.0 MG Clearwell No. 3)	TBD	$5,448,766	2024/2025	400%
ASR Groundwater Well	TBD	$7,063,970	2024/2025	500%
Total		$24,653,605		

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this account this FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 366 – Citywide Master Plan Fees, Public Facilities

Requirement 1: Brief description of the type of fee

The purpose of the Public Facilities Fee is to fund public facilities needed to serve new development in the Master Plan program area. In order to accommodate these needs, new facilities will be built or existing facilities will be expanded. Each new resident and worker creates a demand for additional public facilities: such as additional space at City Hall or expansion of the Corporation Yard. In additional, new residents create the additional need for recreational facilities such as an aquatic center, library, and recreation center. These facilities are further defined in the City's Public Facilities Master Plan and Impact Fee Technical Memo adopted on January 7, 2014, by Resolution 2014-10.

Requirement 2: Amount of fee

Table 61 identifies the Citywide Master Plan Fees, Public Facilities Fee for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan- Program Management.

Table 61: Citywide Master Plan Fees, Public Facilities Fee

Land Use	Fee
Residential (per unit)	
Very Low Density	$4,160.00
Low Density	$4,160.00
Medium Density	$3,403.00
High Density	$2,774.00
Non-Residential (per 1,000 sf)	
Commercial/Retail	$108.03
Office	$180.07
Industrial	$36.02

Requirement 3: Beginning and ending balance in the fund

Table 62 summarizes the beginning and ending fund balances for the Citywide Master Plan Fees, Public Facilities for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 62 summarizes the fees collected and the interest earned for the Citywide Master Plan Fees, Public Facilities Fund for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 62: Citywide Master Plan Fees, Public Facilities Fund Summary

TIMP, Public Fac	Total
Beginning Fund Balance (July 1, 2022)	$4,912,884
Revenues	
Fees Collected	$1,176,055
Interest/Investment Earnings[1]	($96,683)
Other Revenues	$0
Total Revenues	$1,079,372
Expenses	
Project Expenses	$0
Other Expenses	$0
Total Expenses	$0
Transfers	$0
Ending Fund Balance (June 30, 2023)	$5,992,256

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

No expenditures were made from this account for FY22-23.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The Public Facilities Master Plan and Fee Study identified the facilities necessary to serve new development. The Master Plan Area infrastructure project needs are currently being re-evaluated and updated through Master Plan updates. The City is currently planning for the construction of a multi-generational facility as identified in **Table 63** which will utilize funds collected to date from this fee program.

Table 63: Citywide Master Plan Fees, Public Facilities CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Multi-Generational Recreation Center	TBD	$14,577,232	In Progress	38%	307 - Measure V 334 - Ellis Public Bldgs
Total		$14,577,232			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this account this FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 367 – Citywide Master Plan Fees, Public Safety - Police

Requirement 1: Brief description of the type of fee

The purpose of the Public Safety Fee - Police is to fund additional police facilities that are needed to serve new development in Master Plan Fee program area. Each new resident and worker generates the need for the City to expand their facilities in order to provide adequate response times and hire and house new officers as outlined in the City of Tracy Public Safety Impact Fee Update adopted on October 1, 2019 by Resolution 2019-196.

Requirement 2: Amount of fee

Table 64 identifies the Citywide Master Plan Fees, Public Safety - Police Fee for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan- Program Management.

Table 64: Citywide Master Plan Fees, Public Safety – Police Fee

Land Use	Fee
Residential (per unit)	
Very Low Density	$964.00
Low Density	$964.00
Medium Density	$787.00
High Density	$642.00
Non-Residential (per 1,000 sf)	
Commercial/Retail	$292.10
Office	$486.81
Industrial	$97.38

Requirement 3: Beginning and ending balance in the fund

Table 65 summarizes the beginning and ending fund balances for the Citywide Master Plan Fees, Public Safety - Police for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 65 summarizes the fees collected and the interest earned for the Citywide Master Plan Fees, Public Safety - Police for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 65: Citywide Master Plan Fees, Public Safety - Police Fund Summary

TIMP, Public Safety PD	Total
Beginning Fund Balance (July 1, 2022)	$1,322,304
Revenues	
Fees Collected	$66,568
Interest/Investment Earnings[1]	($20,179)
Other Revenues	$0
Total Revenues	$46,389
Expenses	
Project Expenses	($15,535)
Other Expenses	$0
Total Expenses	($15,535)
Transfers	$0
Ending Fund Balance (June 30, 2023)	$1,353,158

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 66 identifies the Citywide Master Plan, Public Safety – Police expenditures for FY22-23.

Table 66: Citywide Master Plan Fees, Public Safety – Police Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
Police Gun Range	71110	($15,160)	5%
PD Communications Tower Software	71114	($375)	100%
Total		($15,535)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The Police Facilities needed to serve new development are identified in the Public Safety Master Plan and Public Safety Impact Fee Update. The Master Plan Area infrastructure project needs are currently being re-evaluated and updated through Master Plan updates. Infrastructure projects to be constructed by this fund will be determined through the updates and the timing of project commencement will be prioritized through the City's CIP process. **Table 67** shows the currently programmed project from the FY 22-23 CIP budget utilizing fees collected for this fund and the anticipated Police Remodel that will require additional funds.

Table 67: Citywide Master Plan Fees, Public Safety - Police CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Multipurpose Reality Based Training Facility	71110	$132,372	In Progress	5%	231 - Asset Forfeiture 301 - General Projects 605 - Equip Replacement
Police Department Remodel & Addition	TBD	$31,920,538	TBD	56%	TBD
Total		$32,052,910			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this account this FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 368 – Citywide Master Plan Fees, Recycled Water

Requirement 1: Brief description of the type of fee

The purpose of the Recycled Water Fee is to fund the recycled water facilities that are necessary to offset potable water needs with non-potable water in order to secure adequate potable water for future development in the Master Plan Fee program area, as shown in the Citywide Water System Master Plan – Tier 1 Development Impact Fee Analysis for the Backbone Buildout Potable and Recycled Water Systems Technical Memo adopted on January 7, 2014 by Resolution 2014-10.

Requirement 2: Amount of fee

Table 68 identifies the Citywide Master Plan Fees, Recycled Water Fee for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan- Program Management.

Table 68: Citywide Master Plan Fees, Recycled Water Fee

Land Use	Fee
Residential (per unit)	
Very Low Density	$3,739.00
Low Density	$3,739.00
Medium Density	$3,215.00
High Density	$2,169.00
Non-Residential (per acre)	
Commercial/Retail	$21,048.00
Office	$17,161.00
Industrial	$17,161.00

Requirement 3: Beginning and ending balance in the fund

Table 69 summarizes the beginning and ending fund balances for the Citywide Master Plan Fees, Recycled Water Fee for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 69 summarizes the fees collected and the interest earned for the Citywide Master Plan Fees, Recycled Water Fund for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 69: Citywide Master Plan Fees, Recycled Water Fund Summary

TIMP, Recycled Water	Total
Beginning Fund Balance (July 1, 2022)	$3,597,774
Revenues	
Fees Collected	$715,849
Interest/Investment Earnings[1]	($68,426)
Other Revenues	$0
Total Revenues	$647,423
Expenses	
Project Expenses	$0
Other Expenses	$0
Total Expenses	$0
Transfers	$0
Ending Fund Balance (June 30, 2023)	$4,245,197

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

No expenditures were made from this account for FY22-23.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The Water Master Plan and Impact Fee memo, outline the water infrastructure needs to serve the Master Plan Areas. The Master Plan Area infrastructure project needs are currently being re-evaluated and updated through Master Plan updates. Infrastructure projects to be constructed by this fund will be determined through the updates and the timing of project commencement will be prioritized through the City's CIP process. **Table 70** identifies the anticipated priority projects once adequate fee revenues are collected.

Table 70: Citywide Master Plan Fees, Recycled Water CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Recycled Water System Expansion	74168	$2,000,000	In Progress	10%	336 - Ellis Recycled Water Grant Funding
New DMC Pipeline (30-in diameter)	TBD	$18,618,709	2025	77%	336 - Ellis Recycled Water
Total		$20,618,709			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this account this FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 369 – Citywide Master Plan Fees, Public Safety - Fire

Requirement 1: Brief description of the type of fee

The purpose of the Public Safety Fee – Fire is to fund additional fire facilities that are needed to serve new development in Master Plan Fee program area. Each new resident and worker generate the need for the City to expand their facilities in order to provide adequate firefighting services response times as identified in the Public Safety Impact Fee Update adopted on October 1, 2019 by Resolution 2019-196.

Requirement 2: Amount of fee

Table 71 summarizes the beginning and ending fund balances for the Citywide Master Plan Fees, Public Safety - Fire for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan- Program Management.

Table 71: Citywide Master Plan Fees, Public Safety – Fire Fee

Land Use	Fee
Residential (per unit)	
Very Low Density	$796.00
Low Density	$796.00
Medium Density	$650.00
High Density	$531.00
Non-Residential (per 1,000 sf)	
Commercial/Retail	$241.05
Office	$401.75
Industrial	$80.35

Requirement 3: Beginning and ending balance in the fund

Table 72 summarizes the beginning and ending fund balances for the Citywide Master Plan Fees, Public Safety - Fire for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 72 summarizes the fees collected and the interest earned for the Citywide Master Plan Fees, Public Safety Fire for FY22-23. Tracy Hills is receiving fee credits for the construction of Fire Station 95. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 72: Citywide Master Plan Fees, Public Safety - Fire Fund Summary

TIMP, Public Safety Fire	Total
Beginning Fund Balance (July 1, 2022)	$82,260
Revenues	
Fees Collected	$54,966
Interest/Investment Earnings[1]	($2,288)
Other Revenues	$0
Total Revenues	$52,678
Expenses	
Project Expenses	$0
Other Expenses	$0
Total Expenses	$0
Transfers	$0
Ending Fund Balance (June 30, 2023)	$134,938

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

No expenditures were made from this account for FY22-23.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The Master Plan Area infrastructure project needs are currently being re-evaluated and updated through Master Plan updates. **Table 73** identifies the project budgeted in the City's FY22-23 CIP Budget for this fund.

Table 73: Citywide Master Plan Fees, Public Safety - Fire CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources
Fire Training Tower at NEI Reservoir	71109	$478,311	In Progress	52%	605 - Equip Replacement Tracy Rural Fire
Total		$478,311			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this account this FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 371 – Core Public Facilities Fees

Requirement 1: Brief description of the type of fee

The purpose of the Core Public Facilities Fee is to fund the general government and recreational facilities generated by new development and growth in the Core program fee area. The facilities funded by this fee are described in the Core Fees Development Impact Fee Study adopted on January 18, 2022 by Resolution 2022-008.

Requirement 2: Amount of fee

Table 74 identifies the Core Public Facilities Fee for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan-Program Management.

Table 74: Core Public Facilities Fee

Land Use	Fee
Residential (per unit)	
SFR	$3,326.00
MFR (attached 2-4)	$2,721.00
HDR (attached 4+)	$2,219.00
Non-Residential (per 1,000 sf)	
Office	$132.84
Commercial/Retail	$79.59
Industrial	$26.34

Requirement 3: Beginning and ending balance in the fund

Table 75 summarizes the beginning and ending fund balances for the Core Public Facilities for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 75 summarizes the fees collected and the interest earned for the Core Public Facilities Fee for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 75: Core Public Facilities Fund Summary

CORE Public Buildings	Total
Beginning Fund Balance (July 1, 2022)	$4,747,379
Revenues	
Fees Collected	$38,650
Interest/Investment Earnings[1]	($73,703)
Other Revenues	$0
Total Revenues	($35,053)
Expenses	
Project Expenses	($2,700)
Other Expenses	$0
Total Expenses	($2,700)
Transfers	$0
Ending Fund Balance (June 30, 2023)	$4,709,626

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 76 identifies the Citywide Master Plan, Aquatics Center for FY22-23.

Table 76: Core Public Facilities Fund Summary

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
Aquatics Center	78054	($2,700)	3%
Total		($2,700)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The Master Plan Area infrastructure project needs are currently being re-evaluated and updated through Master Plan updates. The list of Public Facilities projects that are currently in progress and anticipated to begin soon are identified in **Table 77**. Additional projects will be prioritized through the City's CIP process as additional funds are available.

Table 77: Core Public Facilities CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Fair share of the Aquatic Center	78054	$1,975,082	In Progress	3%	307 - Measure V 378 - Core Parks Developer Contribution
Multi-Generational Rec Center (Fair share of the library facilities expansion)	78178	$3,801,463	TBD	8%	307 - Measure V Grant Funding Developer Contribution
Total		$5,776,545			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this account this FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 372 – Core Public Safety Fire

Requirement 1: Brief description of the type of fee

The purpose of the Public Safety Fire Fee is to fund the fire facilities generated by new development and the growth in the Core program fee area. The facilities funded by this fee are described in the Core Fees Development Impact Fee Study adopted on January 18, 2022 by Resolution 2022-008.

Requirement 2: Amount of fee

Table 78 identifies the Core Public Safety Fire fee for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan-Program Management.

Table 78: Core Public Safety Fire Fee

Land Use	Fee
Residential (per unit)	
SFR	$1,519.00
MFR (attached 2-4)	$1,243.00
HDR (attached 4+)	$1,013.00
Non-Residential (per 1,000 sf)	
Office	$767.00
Commercial/Retail	$460.19
Industrial	$153.40

Requirement 3: Beginning and ending balance in the fund

Table 79 summarizes the beginning and ending fund balances for the Core Public Safety Fire fee for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 79 summarizes the fees collected and the interest earned for the Core Public Safety Fire Fund for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 79: Core Public Safety Fire Fund Summary

CORE Public Safety Fire	Total
Beginning Fund Balance (July 1, 2022)	($171,002)
Revenues	
Fees Collected	$24,818
Interest/Investment Earnings[1]	($48,561)
Other Revenues	$0
Total Revenues	($23,743)
Expenses	
Project Expenses	$0
Other Expenses	$0
Total Expenses	$0
Transfers	$2,593,500
Ending Fund Balance (June 30, 2023)	$2,398,755

* Totals are rounded and may not directly add to the displayed figures.

Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

No expenditures were made from this account for FY22-23.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The list of improvements in **Table 80** are priority projects identified in the Core Fee Study and project construction will be prioritized through the City's CIP process as additional funds are collected.

Table 80: Core Public Safety Fire CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Fire Station #97 - Valpico & Tracy Blvd	71020	$4,869,673	TBD	42%	369 - TIMP, Fire
Total		$4,869,673			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

Table 81 summarizes the transfers completed for the Core Public Safety Fire Fund for FY22-23. In FY21-22, the Core Public Safety Fire fund balance included transfers that were intended for Core Public Safety Police (Fund 373) and missed transfers that were intended for Core Public Safety Fire. A fund transfer to correct this error was completed in FY22-23.

Table 81: Core Public Safety Fire Transfers

Description of Transfer	Transfer To	Transfer From	Amount
Transfer from Core Police to Core Fire to correct for misallocated funds when Core fee was consolidated in FY 22.	Fund 372	Fund 373	$2,593,500
Total			$2,593,500

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 373 – Core Public Safety Police

Requirement 1: Brief description of the type of fee

The purpose of the Public Safety Police Fee is to fund the police facilities generated by new development and the growth in the Core program fee area. The facilities funded by this fee are described in the Core Fees Development Impact Fee Study adopted on January 18, 2022 by Resolution 2022-008.

Requirement 2: Amount of fee

Table 82 identifies the Core Public Safety Police Fee for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan-Program Management.

Table 82: Core Public Safety Police Fee

Land Use	Fee
Residential (per unit)	
SFR	$342.00
MFR (attached 2-4)	$281.00
HDR (attached 4+)	$228.00
Non-Residential (per 1,000 sf)	
Office	$172.97
Commercial/Retail	$103.78
Industrial	$34.59

Requirement 3: Beginning and ending balance in the fund

Table 83 summarizes the beginning and ending fund balances for the Core Public Safety Police for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 83 summarizes the fees collected and the interest earned for the Core Public Safety Police Fee for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 83: Core Public Safety Police Fund Summary

CORE Public Safety Police	Total
Beginning Fund Balance (July 1, 2022)	$3,242,783
Revenues	
Fees Collected	$5,601
Interest/Investment Earnings[1]	$1,359
Other Revenues	$0
Total Revenues	$6,960
Expenses	
Project Expenses	$0
Other Expenses	$0
Total Expenses	$0
Transfers	($2,593,500)
Ending Fund Balance (June 30, 2023)	$656,243

* Totals are rounded and may not directly add to the displayed figures.

Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenses from this fund during FY22-23.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The remaining improvement in **Table 84** is identified in the Core Fee Study and project construction will be prioritized through the City's CIP Process as additional funds are collected. Additional fee collection is needed to commence the planned project in **Table 84**.

Table 84: Core Public Safety Police CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund
Police Facility Expansion for Additional Officers	71PP-060	$1,636,826	TBD	100%
Total		$1,636,826		

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

Table 85 summarizes the transfers completed for the Core Public Safety Police Fund for FY22-23. In FY21-22, the Core Public Safety Police Fund balance included transfers that were intended for Core Public Safety Fire and missed transfers that were intended for Core Public Safety Police. A fund transfer to correct this error was completed in FY22-23.

Table 85: Core Public Safety Police Transfers

Description of Transfer	Transfer To	Transfer From	Amount
Transfer from Core Police to Core Fire to correct for misallocated funds when Core fee was consolidated in FY 22.	Fund 372	Fund 373	($2,593,500)
Total			($2,593,500)

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 374 – Core Public Safety Communication Facilities

Requirement 1: Brief description of the type of 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 Core program fee area. The facilities funded by this fee are described in the Core Fees Development Impact Fee Study adopted on January 18, 2022 by Resolution 2022-008.

Requirement 2: Amount of fee

Table 86 identifies the Core Public Safety Communication Facilities Fee for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan- Program Management.

Table 86: Core Public Safety Comm Facilities Fee

Land Use	Fee
Residential (per unit)	
SFR	$33.00
MFR (attached 2-4)	$27.00
HDR (attached 4+)	$22.00
Non-Residential (per 1,000 sf)	
Office	$16.83
Commercial/Retail	$10.10
Industrial	$3.37

Requirement 3: Beginning and ending balance in the fund

Table 87 summarizes the beginning and ending fund balances for the Core Public Safety Communication Facilities for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 87 summarizes the fees collected and the interest earned for the Core Public Safety Communication Facilities Fee for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 87: Core Public Safety Comm Facilities Fund Summary

CORE Public Safety Comm Facilities	Total
Beginning Fund Balance (July 1, 2022)	($96,553)
Revenues	
Fees Collected	$542
Interest/Investment Earnings[1]	$33
Other Revenues	$0
Total Revenues	$575
Expenses	
Project Expenses	$0
Other Expenses	$0
Total Expenses	$0
Transfers	$0
Ending Fund Balance (June 30, 2023)	($95,978)

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

There were no expenses from this fund during FY22-23.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The improvement identified in the Core Fee Study for the Public Safety Communication Facilities Fund (reimbursement to the general fund for CIP 71050 and CIP 71114) was completed FY21-22. Collection of fees will continue to cover the fronted cost of the improvements until the fund balance is made whole. Once the fund balance is made whole, this fee program will be complete and closed unless other eligible projects are identified and adopted by Council.

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 375 – Core Traffic

Requirement 1: Brief description of the type of 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 the Core program fee area. The facilities funded by this fee are described in the Core Fees Development Impact Fee Study adopted on January 18, 2022 by Resolution 2022-008.

Requirement 2: Amount of fee

Table 88 identifies the Core Traffic Fee for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan- Program Management.

Table 88: Core Traffic Fee

Land Use	Fee
Residential (per unit)	
SFR	$6,759.00
MFR (attached 2-4)	$3,245.00
HDR (attached 4+)	$3,245.00
Non-Residential (per acre)	
Office	$88,209.00
Commercial/Retail	$127,278.00
Industrial	$70,230.00

Note: 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.

Requirement 3: Beginning and ending balance in the fund

Table 89 summarizes the beginning and ending fund balances for Core Traffic for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 89 summarizes the fees collected and the interest earned for Core Traffic Fund for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 89: Core Traffic Fund Summary

CORE Traffic	Total
Beginning Fund Balance (July 1, 2022)	$28,135,991
Revenues	
Fees Collected	$690,816
Interest/Investment Earnings[1]	($442,624)
Other Revenues	$0
Total Revenues	$248,192
Expenses	
Project Expenses	($122,165)
Other Expenses	$0
Total Expenses	($122,165)
Transfers	$0
Ending Fund Balance (June 30, 2023)	$28,262,018

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 90 summarizes the Core Traffic Fund expenditures for FY22-23.

Table 90: Core Traffic Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
IS Imp: Tracy & Valpico	72074	($777)	100%
TS: CHR & Valpico	72095	($102,504)	100%
AWid: CHR, 11th to Schulte	73103	($77)	100%
ENDER - 2399 E Grant Line Road Demo	72025	($18,807)	100%
Total		($122,165)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

Table 91 lists the priority projects and share of funding expected to come from the Core Fees. Exact timing and prioritization will be determined as part of the City's CIP process.

Table 91: Core Traffic CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources (if applicable)
Corral Hollow Road / Valpico Road	72095	$847,611	In Progress	38%	363 - TIMP Traffic
Corral Hollow Road: 11th Street to Schulte Road	73103	$2,686,175	In Progress	31%	364 - TIMP Traffic
Valpico Road: Tracy Boulevard to MacArthur Dr	73190	$6,053,140	2024/2025	69%	363 - TIMP Traffic
Grant Line Road: I-205 to Lammers	73035	$3,789,178	2023/2024	76%	363 - TIMP Traffic
Grant Line Road / Lammers Road	72PP-081	$59,002	In Progress	5%	363 - TIMP Traffic
Acquire ROW for Chrisman Road: I-205 to Grant Line Road	73090	$2,791,330	Completed, Pending Reimbursement	90%	363- TIMP Traffic Other TBD
Corral Hollow Road: Old Schulte to I-580	73PP-046	$2,097,946	2023/2024	10%	363- TIMP Traffic Other TBD
Grant Line Road: Byron Road to Street "A" (Power Road)	73PP-043	$276,465	2023/2024	5%	363- TIMP Traffic Other TBD
Valpico Road / Sycamore Parkway	72082	$233,404	2023/2024	35%	363- TIMP Traffic Other TBD
Tracy Boulevard / Gandy Dancer	72094	$418,175	2023/2024	25%	363- TIMP Traffic Other TBD
Grant Line Road / Power Road (Street "A")	72PP-028	$1,003,031	2023/2024	100%	363- TIMP Traffic Other TBD
Corral Hollow Road / I-580 EB and WB	72PP-030	$892,630	2023/2024	10%	Other TBD
Chrisman Road / Valpico Road	72PP-056	$357,199	2023/2024	25%	363- TIMP Traffic Other TBD
Grant Line Road / Naglee Road / I-205 WB ramps	72PP-082	$77,895	2024/2025	10%	363- TIMP Traffic Other TBD
I-205 EB Ramps / Grant Line Road	72PP-084	$875,860	2024/2025	10%	363- TIMP Traffic Other TBD
Widen 11th Street: MacArthur Drive to Chrisman Road	73143	$744,317	2024/2025	10%	363- TIMP Traffic Other TBD
MacArthur Drive: Approximately 650 LF from I-205 WB Ramps towards Arbor Ave, including frontage.	73PP-071	$2,218,864	2024/2025	30%	363- TIMP Traffic Other TBD
Grant Line Road / Lincoln Boulevard	72PP-064	$59,002	2026	TBD	363- TIMP Traffic Other TBD
Eleventh Street / Lincoln Boulevard	72PP-094	$1,130,646	2026	TBD	363- TIMP Traffic Other TBD
Aqueduct Crossing for Corral Hollow Road	73158	$841,182	2026	TBD	363- TIMP Traffic Other TBD
Valpico Road: Lammers Road to Corral Hollow	73PP-051	$1,035,481	2026	TBD	363- TIMP Traffic Other TBD
Total		$28,488,534			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 376 – Core Wastewater

Requirement 1: Brief description of the type of fee

The purpose of the Wastewater Fee is to fund the wastewater conveyance and treatment facilities that are necessary to provide wastewater services to future development in the Core Fee program area. The facilities funded by this fee are described in the Core Fees Development Impact Fee Study adopted on January 18, 2022 by Resolution 2022-008.

Requirement 2: Amount of fee

Table 92 identifies the Core Wastewater Fee for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan- Program Management.

Table 92: Core Wastewater Fee

Land Use	Wastewater Treatment Plant [1]	Wastewater Conveyance Fee [2,3]
Residential (per unit)		
SFR	$4,474.00	$4,439.00
MFR (attached 2-4)	$3,668.00	$3,641.00
HDR (attached 4+)	$2,997.00	$2,974.00
Non-Residential (per acre)		
Office	$22,726.00	$22,556.00
Commercial/Retail	$22,726.00	$22,556.00
Industrial	$21,070.00	$20,913.00

[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] NEI I bond funded 24% of wastewater conveyance projects and will only be obligated to pay 76% of the Core Fees Wastewater Conveyance Fee.

[3] 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.

Requirement 3: Beginning and ending balance in the fund

Table 93 summarizes the beginning and ending fund balances for the Core Wastewater for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 93 summarizes the fees collected and the interest earned for the Core Wastewater Fee for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 93: Core Wastewater Fund Summary

CORE Wastewater	Total
Beginning Fund Balance (July 1, 2022)	$3,311,074
Revenues	
Fees Collected	$320,875
Interest/Investment Earnings[1]	($56,090)
Other Revenues	$0
Total Revenues	$264,785
Expenses	
Project Expenses	$0
Other Expenses	$0
Total Expenses	$0
Transfers	$0
Ending Fund Balance (June 30, 2023)	$3,575,859

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

No expenditures were made from this account for FY22-23.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The list of improvements in **Table 94** are identified as the priority projects for this fund and are from the Core Fee Study and the City's FY22-23 CIP Budget. The fund balance in this fee program will be used to fund these projects until additional funding is collected to move on to next projects.

Table 94: Core Wastewater CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources
New Outfall Pipeline WW Treatment Plant - Larch Rd & Holly Dr	74083	$218,184	In Progress	13%	523 - Wastewater Capital
East Side Sewer Upgrades	74084	$721,013	In Progress	100%	
WWTP Expansion Phase 2B	74107	$3,100,000	In Progress	10%	364 - TIMP Wastewater 337 - Ellis Wastewater 523 - Wastewater Capital
Total		$4,039,197			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 377 – Core Water

Requirement 1: Brief description of the type of 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. The facilities funded by this fee are described in the Core Fees Development Impact Fee Study adopted on January 18, 2022 by Resolution 2022-008.

Requirement 2: Amount of fee

Table 95 identifies the Core Water Fee for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan- Program Management.

Table 95: Core Water Fee

Land Use	Fee
Residential (per unit)	
SFR	$6,899.00
MFR (attached 2-4)	$4,968.00
HDR (attached 4+)	$3,519.00
Non-Residential (per acre)	
Office	$21,526.00
Commercial/Retail	$28,702.00
Industrial	$21,526.00

Note:

- NEI I bond funded 85% of water projects and will only be obligated to pay 15% of the Core Fees Water Fee.
- NEI II bond funded 55% of water projects and will only be obligated to pay 45% of the Core Fees Water Fee.
- 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.
- 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.

Requirement 3: Beginning and ending balance in the fund

Table 96 summarizes the beginning and ending fund balances for the Core Water for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 96 summarizes the fees collected and the interest earned for the Core Water Fee for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 96: Core Water Fund Summary

CORE Water	Total
Beginning Fund Balance (July 1, 2022)	($5,170,226)
Revenues	
Fees Collected	$120,109
Interest/Investment Earnings[1]	$0
Other Revenues	$0
Total Revenues	$120,109
Expenses	
Project Expenses	$0
Other Expenses	$0
Total Expenses	$0
Transfers	$0
Ending Fund Balance (June 30, 2023)	($5,050,116)

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

No expenditures were made from this account for FY22-23.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

Sufficient funds have not been collected from this fee program to commence capital water improvements identified in the Core Fee Study. The fund is in a negative balance and fee collection will continue to cover the prefunding of Core Fee Water projects.

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this account this FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 378 – Core Parks

Requirement 1: Brief description of the type of fee

The purpose of the Parks Fee is to fund the park and recreation needs generated by new development and growth in the Core Program area. 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. The facilities funded by this fee are described in the Core Fees Development Impact Fee Study adopted on January 18, 2022 by Resolution 2022-008.

Requirement 2: Amount of fee

Table 97 identifies the Core Parks Fee for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan- Program Management.

Table 97: Core Parks Fee

Land Use	Neighborhood Park	Community Park
Residential (per unit)		
SFR	$6,960.00	$1,322.00
MFR (attached 2-4)	$5,695.00	$1,083.00
HDR (attached 4+)	$4,640.00	$882.00
Non-Residential (per acre)		
Office	$0.00	$0.00
Commercial/Retail	$0.00	$0.00
Industrial	$0.00	$0.00

Requirement 3: Beginning and ending balance in the fund

Table 98 summarizes the beginning and ending fund balances for the Core Parks Fee for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 98 summarizes the fees collected and the interest earned for the Core Parks Fund for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 98: Core Parks Fund Summary

CORE Parks	Total
Beginning Fund Balance (July 1, 2022)	$3,956,212
Revenues	
Fees Collected	$58,220
Interest/Investment Earnings[1]	($61,152)
Other Revenues	$0
Total Revenues	($2,932)
Expenses	
Project Expenses	($49,727)
Other Expenses	$0
Total Expenses	($49,727)
Transfers	$0
Ending Fund Balance (June 30, 2023)	$3,903,553

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 99 summarizes the Core Parks Fund expenditures for FY22-23.

Table 99: Core Parks Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
Gretchen Tally Park PH III	78170	($49,727)	73%
Total		($49,727)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The list of improvements in **Table 100** is compiled from the Core Fee Study and the City's FY22-23 CIP Budget as projects currently in progress and utilizing the available funding in this fee program. Project construction will be prioritized through the City's CIP process as sufficient funds continue to be collected.

Table 100: Core Parks CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund	Other Funding Sources
Aquatics Center	78054	$1,975,082	In Progress	3%	307 - Measure V 371 - Core Public Facilities Developer Contributions
Gretchen Tally Park Phase III	78170	$3,859,522	In Progress	73%	361 - TIMP Parks
Total		$5,834,604			

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this account this FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 379 – Core Storm Drainage

Requirement 1: Brief description of the type of 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. The facilities funded by this fee are described in the Core Fees Development Impact Fee Study adopted on January 18, 2022 by Resolution 2022-008.

Requirement 2: Amount of fee

Table 101 identifies the Core Storm Drainage Fee for FY22-23. It should be noted that the fee includes a 5% program management fee that is deposited in Fund 391 - Urban Management Plan-Program Management.

Table 101: Core Storm Drainage Fee

Land Use	Fee
Residential (per unit)	
SFR	$2,582.00
MFR (attached 2-4)	$1,715.00
HDR (attached 4+)	$1,536.00
Non-Residential (per acre)	
Office	$40,005.00
Commercial/Retail	$40,005.00
Industrial	$40,005.00

Note: 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 22/23 is shown.

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 22/23 is shown.

Requirement 3: Beginning and ending balance in the fund

Table 102 summarizes the beginning and ending fund balances for the Core Storm Drainage Fee for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 102 summarizes the fees collected and the interest earned for the Core Storm Drainage Fund for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 102: Core Storm Drain Fund Summary

CORE Drainage	Total
Beginning Fund Balance (July 1, 2022)	$7,314,625
Revenues	
Fees Collected	$412,009
Interest/Investment Earnings[1]	($120,467)
Other Revenues	$0
Total Revenues	$291,542
Expenses	
Project Expenses	$0
Other Expenses	$0
Total Expenses	$0
Transfers	$0
Ending Fund Balance (June 30, 2023)	$7,606,168

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

No expenditures were made from this account for FY22-23.

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

The list of Storm Drain improvements in **Table 103** is compiled from the Core Fee Study and the City's FY22-23 CIP budget that are currently in progress and/or are anticipated to begin soon. Project construction will be prioritized through the City's CIP process.

Table 103: Core Storm Drain CIP Projects

Project	CIP #	Estimated Future Expenditure	Estimated Start	Percent of Project Funded by Fund
South MacArthur, Ph 2	76059	$530,630	In Progress	100%
Detention Basin 2B (Zone 1)	76066 / 76081	$5,855,822	2023/2024	100%
Detention Basin 2A (Zone 2)	76045	$628,727	2023/2024	100%
Detention Basin V	76PP-XXX	$120,328	2024/2025	100%
DET V Pump Station	76PP-XXX	$180,832	2024/2025	100%
Reimbursement to Westside Outfall	76PP-XXX	$835,403	2024/2025	100%
Total		$8,151,742		

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

Fund 391 – Urban Management Plan- Program Management

Requirement 1: Brief description of the type of fee

The Program Management Fee is a five percent fee collected as a soft cost mark-up used to fund the cost related to the oversight and management of the fee program.

Requirement 2: Amount of fee

The fees are collected as part of the individual fees, calculated as a mark-up of 5% on the project costs. The 5% is then deposited in the program management fund. **Table 104** shows how the Program Management Fee is calculated.

Table 104: Program Management Fee

Land Use	Fee
Residential (per unit)	
SFR	Fees * 0.05
MFR (attached 2-4)	Fees * 0.05
HDR (attached 4+)	Fees * 0.05
Non-Residential (per acre)	
Office	Fees * 0.05
Commercial/Retail	Fees * 0.05
Industrial	Fees * 0.05

Requirement 3: Beginning and ending balance in the fund

Table 105 summarizes the beginning and ending fund balances for the Program Management Fee for FY22-23.

Requirement 4: Amount of fees collected and the interest earned during the previous year

Table 105 summarizes the fees collected and the interest earned for the Program Management Fund for FY22-23. It should be noted that the Interest/Investment Earnings includes cash fair market value offsets.

Table 105: Program Management Fund Summary

Urban Mgt Plan-PM	Total
Beginning Fund Balance (July 1, 2022)	$5,322,961
Revenues	
Fees Collected	$853,906
Interest/Investment Earnings[1]	($167,734)
Other Revenues	$0
Total Revenues	$686,172
Expenses	
Project Expenses	($792,043)
Other Expenses[2]	($379,095)
Total Expenses	($1,171,137)
Transfers	$0
Ending Fund Balance (June 30, 2023)	$4,837,996

* Totals are rounded and may not directly add to the displayed figures. Amounts provided by the City on October 9, 2023.

[1] Investment Earnings total includes cash-fair market value offsets.

[2] Other expenses include staff and consultant costs in administering the fee program.

Requirement 5: Identification of each public improvement for which fees were expended and the amount of expenditures, including the total percentage of the cost of the public improvement that was funded with fees.

Table 106 summarizes the Program Management Fund expenditures for FY22-23. The Other Expenses from this fund were for reimbursement of staff and administrative time related to program management.

Table 106: Program Management Project Expenditures

Project	CIP #	Amount Expended	Percent of Project Funded by Fund
Public Facilities Master Plan	71107	($1,032)	100%
Public Safety Master Plan	71108	($30,261)	100%
Parks Master Plan	78179	($420)	3%
Storm Drain Master Plan	76086	($21,617)	58%
Transportation Master Plan	73173	($58,050)	49%
Infill Prgm Mgmt	79201	($609)	100%
I205 Area Prgm Mgmt	79203	($215)	100%
Plan C Prgm Mgmt	79204	($609)	100%
ISP South Prgm Mgmt	79205	($609)	100%
NE Indus Area #1 Prgrm Mgmt	79206	($215)	100%
South Mac Area Prgm Mgmt	79207	($609)	100%
NE Indus Area #2 Prgm Mgmt	79208	($609)	100%
Presidio Prgm Mgmt	79210	($215)	100%
TIMP Program Management	79212	($676,970)	100%
Total		($792,043)	

Requirement 6: An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement and the public improvement remains incomplete

This fund is used for program management costs associated with administering the various DIF funds versus a physical public improvement. This includes City staff and consultant time.

Requirement 7: Description of each interfund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended, and when each will be repaid and the rate of interest the account will receive on the loan.

No interfund transfers or loans were made from this fund during FY22-23.

Requirement 8: Identification of any refunds made once determined that sufficient monies have been collected to fund fee-related projects

No refunds were made from this fund in FY22-23.

December 19, 2023

Agenda Item 1.C

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving the Off-site Improvement Agreement between the City of Tracy and Genesis KC Development, LLC for offsite improvements required for the Tracy Medical & Professional Office Center Project.

EXECUTIVE SUMMARY

This item involves the approval of the Off-Site Improvement Agreement (OIA) attached as Attachment B hereto that will allow Genesis KC Development, LLC (Developer) to proceed with the construction of the off-site improvements required by their Conditions of Approval of the Development Review Permit (D20-0016) for the Tracy Medical & Professional Office Center (formally known as Triad Medical Office Building). The previously approved scope of off-site improvements includes a new fire service line, a new gas line, and asphalt re-paving work along Orchard Parkway.

BACKGROUND AND LEGISLATIVE HISTORY

The Developer is the legal owner of that certain real property designated with Assessor's Parcel Number 238-190-23. The approximately 1.06-acre site is currently an undeveloped pad site within an established commercial property known as the Grant Line Center Office Complex, located on the east side of Orchard Parkway, between Grant Line Road and Joseph Damon Drive.

The Development Review Permit (D20-0016) for Tracy Medical & Professional Office Center (formally known as Triad Medical Office Building) (Project) was approved by the City of Tracy Planning Commission on April 6, 2021. At the time of Project approval, the legal owner of the property was Triad Tracy II, LP. On August 19, 2022, the property ownership was transferred to the Developer, and was recorded by the San Joaquin County Recorder's Office by Document Number 2022-099289.

The approved Project scope includes construction of a one-story medical office building. The proposed improvements also include a redesigned parking lot, accessible parking and path of travel, sidewalk, and landscaping stormwater treatment elements.

Approval of the Project was subject to specified Conditions of Approval, which require, amongst other things, that the Developer complete construction of the Project's offsite improvements. Pursuant to the Conditions of Approval, the offsite improvement scope of work includes a new 6" fire service and a new gas line connection to an existing gas line, both along Orchard Parkway. This construction will require demolition, trenching, asphalt repaving, and sidewalk and landscaping reconstruction along Orchard Parkway. These Improvements are required to be completed by the Developer per Conditions C.5.1 and C.8.1 of the Project's Conditions of Approval. The subject improvements are more specifically described in those certain improvement plans, landscape plans, and specifications prepared on behalf of the Developer and approved by the City Engineer.

The Off-Site Improvement Agreement is a legally binding mechanism guaranteeing Developer's construction of the off-site improvements. The Improvement Plans and OIA are on file with the City Engineer under Tracking No. G21-0011.

ANALYSIS

The OIA is a necessary and efficient legally binding mechanism guaranteeing Developer's construction of the off-site improvements and compliance with Conditions of Approval.

The Developer has executed the OIA and submitted the required security to guarantee completion of the subject improvements.

Upon completion of the improvements, staff will present the improvements to City Council for acceptance and maintenance.

FISCAL IMPACT

There will be no fiscal impact associated with this action. The Developer will pay for the cost of processing of the Agreement, construction, and inspection.

PUBLIC OUTREACH / INTEREST

Not applicable.

COORDINATION

This staff report was prepared by the Development Services' Engineering Division. No coordination was required with other departments.

CEQA DETERMINATION

The Project is categorically exempt from CEQA pursuant to Guidelines Section 15332, pertaining to in-fill development projects. The Project occurs within City limits, is consistent with the general plan and zoning, is no more than five acres in size substantially surrounded by urban uses, has no value as habitat for endangered, rare, or threatened species, and would not result in any significant effects relating to traffic, noise, air quality, or water quality beyond what was analyzed and mitigated in the General Plan Environmental Impact Report. No further environmental assessment is required.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution approving the Off-Site Improvement Agreement between the City of Tracy and Genesis KC Development, LLC for offsite improvements required for the Tracy Medical & Professional Office Center Project.

Prepared by: Majeed Mohamed, Associate Engineer

Reviewed by: Koosun Kim, PE, City Engineer / Assistant Director of Development Services
Sara Cowell, Finance Director
Bijal M. Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – Location Map
Attachment B – OIA for Tracy Medical & Professional Office Center

Attachment A

CITY OF TRACY
OFF-SITE IMPROVEMENT AGREEMENT FOR
TRACY MEDICAL & PROFESSIONAL OFFICE CENTER, G21-0011
PUBLIC IMPROVEMENTS

This **OFF-SITE IMPROVEMENT AGREEMENT** ("**Agreement**") is made and entered into by and between the **CITY OF TRACY** a municipal corporation ("**City**"), Genesis KC Development, LLC, a Limited Liability Company ("**Developer**").

Recitals

A. Developer is the legal owner of that certain real property located at the southeast corner of Grant Line Road and Orchard Parkway designated with Assessor's Parcel Number(s) 238-190-23 and more particularly described in Exhibit "**A**" hereto (the "**Property**").

B. The Development Review Application (D20-0016) for the Tracy Medical & Professional Office Center ("**Project**"), formally known as the Triad Medical Office Building, was approved on April 6, 2021 subject to the specified conditions of approval attached hereto as Exhibit "**B**" ("**Conditions of Approval**"), which are incorporated herein by reference. At the time of this approval, the legal owner of the Property was Triad Tracy II, LP.

C. The approved Project scope included construction of one-story medical office building. The proposed improvements also included a redesigned parking lot, accessible parking and path of travel, sidewalk, and landscaping stormwater treatment elements.

D. On August 19, 2022 the Property was purchased by the Developer, and was recorded by the San Joaquin County Recorder's Office per Document Number 2022-099289.

E. The Developer has submitted, and the City Engineer has approved, those certain improvement plans and specifications relating to the construction of a new fire service and asphalt re-paving work along Orchard Parkway (collectively, the "**Work**"). The location and details of the Work are described more fully in the ten (10) sheets of improvement plans entitled "Tracy Medical & Professional Office Center", prepared by JMH Weiss, Inc., of San Jose, CA ("**Plans and Specifications**"). The Plans and Specifications are on file with the City Engineer (G21-0011) and are incorporated herein by reference.

F. Because the Work described above and in the Plans and Specifications has 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; Offer of Dedication. Developer shall perform, or cause to be performed, the Work in the manner and as described in the Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement. The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws.
   Developer shall perform all Work at the locations and grades shown on the Plans and Specifications. Developer has (a) acquired any necessary easement or right-of-way or (b) 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 herein 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 (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. Work shall commence sixty (60) days after the date City executes this Agreement ("Effective Date").

   2.1. Commencement of Work. No later than fifteen (15) days prior to the commencement of Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence Work. Developer shall not commence Work until after the notice required by this section is properly provided, and Developer shall not commence Work prior to the date specified in the written notice.

   2.2. Schedule of Work. Concurrently with the written notice of commencement 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 no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.1 above.

3. Improvement Security. Concurrently with the execution of this Agreement, and prior to the commencement of 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 $83,162.20 to secure faithful performance of this Agreement.

3.2. Labor and Material security in the amount of $83,162.20 to secure payment by Developer to laborers and materialmen.

3.3. Warranty security in the amount of $8,316.22 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.

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 13, 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 13, 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 6 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 all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

7. Default

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

7.2. Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

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

7.2.2. Developer abandons the Work site.

7.2.3. Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 7.3 below.

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 and fails to cure such violation pursuant to Section 7.3 below.

7.3. Cure of Default. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

7.3.1. Demand that Developer complete performance of the Work.

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

7.3.3. Resort to any judicial remedies available to the City.

8. Ownership of Work. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

9. Repair of any Damage. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

10. Inspection by City; Inspection Fees. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

10.1. Inspection Fees. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer).

In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

11. Developer's Authorized Representative. At all times during the progress of the Work, Developer shall have a competent foreman or superintendent ("**Authorized Representative**") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work**.** Exhibit "**D**" attached hereto includes the initial contact information referenced in this Section 11.

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

13. Warranty Period. Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of 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.

14. Notices.

14.1. 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: City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org With a copy to: City Attorney 333 Civic Center Plaza Tracy, CA 95376 attorney@cityoftracy.org	To Developer: Genesis KC Development LLC 2000 16th Street Denver CO 80202 Attn: DDP/Marshall Stewman Email:Marshall.Stewman@davita.com With a copy to: DaVita Inc. 2000 16th Street Denver, CO 80202 Attention: Real Estate Legal Email: Deana.Moore@davita.com

14.2. 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.

15. Approvals by City. Any approval or consent 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.

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

17. 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.

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

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

20. Permits, Licenses, and Compliance with Law. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

21. Entire Agreement; Exhibits; Severability. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

    A. Description of Property (Recital A.)
    B. Conditions of Approval (Recital B.)
    C. Developer's Authorized Representative Information (Section 11.)

    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.

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

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

CITY OF TRACY,

a municipal corporation

_____
By: Nancy D. Young
Title: MAYOR

Date: _____

Attest:

_____
By: Adrianne Richardson
Title: CITY CLERK

Date: _____

Approved As To Form:

_____
By: Bijal M. Patel
Title: CITY ATTORNEY

Date: _____

DEVELOPER:

GENESIS KC DEVELOPMENT, LLC

By: Total Renal Care, Inc.,
a California corporation

Its: Managing Member

_____
By: Marshall Stewman
Title: VP- Design, Development & Construction

Date: 11/29/2023

EXHIBIT A: PROPERTY DESCRIPTION

EXHIBIT B: CONDITIONS OF APPROVAL

CITY OF TRACY
DETERMINATION OF THE DEVELOPMENT SERVICES DEPARTMENT DIRECTOR
Application Number D20-0016

A determination of the Development Services Department Director approving Development Review Permit application number D20-0016 for an approximately one-story 10,020 sq ft multi-tenant medical office building with associated parking and landscaping improvements (Triad Medical Office Building). This project is located on an approximately 1.06-acre site located on Orchard Parkway, between Grant Line Road and Joseph Damon Drive, Assessor's Parcel Number 238-190-23, located within the Grant Line Center office complex. Applicant and Property Owner are Triad Tracy II, L.P.

The following considerations were relevant in evaluating this application:

1. Design of architecture, landscaping, parking, and circulation
2. Relationship with adjacent developments and properties
3. Visibility from Orchard Parkway and common access drives in Grant Line Center

Staff has reviewed the application and determined that the following regulations apply:

1. Tracy Municipal Code
2. City of Tracy Standard Plans
3. City of Tracy Design Goals and Standards
4. California Building Code
5. California Fire Code
6. Multi-Agency Post-Construction Stormwater Standards

The Development Services Department Director has determined that the project is categorically exempt from CEQA pursuant to Guidelines Section 15332, pertaining to in-fill development projects. The project occurs within city limits, is consistent with the general plan and zoning, is no more than five acres in size substantially surrounded by urban uses, has no value as habitat for endangered, rare, or threatened species, and would not result in any significant effects relating to traffic, noise, air quality, or water quality beyond what was analyzed and mitigated in the General Plan environmental impact report. No further environmental assessment is required.

THE DEVELOPMENT SERVICES DEPARTMENT DIRECTOR, AFTER CONSIDERING ALL OF THE EVIDENCE PRESENTED, HEREBY APPROVES A DEVELOPMENT REVIEW PERMIT FOR THE TRIAD MEDICAL OFFICE BUILDING (APPLICATION NUMBER D20-0016), SUBJECT TO THE ATTACHED CONDITIONS (EXHIBIT "1") AND BASED ON THE FOLLOWING FINDINGS BELOW.

1. The proposal increases the quality of the project site and enhances the property in a manner that therefore improves the property in relation to the surrounding area and the citizens of Tracy. This development will build out the remaining undeveloped pad site in the Grant Line Center. The new building will match and complement other medical and consumer service buildings in the vicinity. The building is comprised of high quality design through the use of variation in building massing and building planes, use of stone, glass, and stucco materials, dark metal awnings throughout each side of the building. The project site will connect to existing drive aisles and continue through-

circulation and landscaping throughout its new parking area.

2. The proposal, as conditioned, conforms to the Tracy Municipal Code, the City of Tracy General Plan, the Citywide Design Goals and Standards, applicable City Standards, California Building Codes, and California Fire Codes, including land use, building design, off-street parking and circulation, and landscaping design.

Andrew Malik — 04.06.2021

Andrew Malik
Assistant City Manager/Development Services Department Director

Date of Action

Exhibit "1"

City of Tracy
Conditions of Approval
Triad MOB
Application Number D20-0016

A. General Provisions and Definitions.

A.1. General. These Conditions of Approval apply to:

The Project: An approximately 10,020 sq ft multi-tenant medical office building with associated parking and landscaping improvements (Triad MOB)

The Property: An approximately 1.06-acre site located on Orchard Parkway, between Grant Line Road and Joseph Damon Drive, Assessor's Parcel Number 238-190-23

A.2. Definitions.

a. "Applicant" means any person, or other legal entity, defined as a "Developer."

b. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed Engineer designated by the City Manager, or the Development Services Director, or the City Engineer to perform the duties set forth herein.

c. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Municipal Code ordinances, resolutions, policies, procedures, , and the City's Design Documents (including the Standard Plans, Standard Specifications, and relevant Public Facility Master Plans).

d. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.

e. "Conditions of Approval" shall mean the conditions of approval applicable to the Project, Application Number D20-0016. The Conditions of Approval shall specifically include all conditions set forth herein.

f. "Developer" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. The term "Developer" shall include all successors in interest.

A.3. Compliance with submitted plans. Except as otherwise modified herein, the project shall be constructed in substantial compliance with the plans received by the Development Services Department on February 9, 2021, which include the site, civil, floor, roof, elevations, and landscape plans, as well as color and material details.

A.4. Payment of applicable fees. The applicant shall pay all applicable fees for the project, including, but not limited to, development impact fees, building permit fees, plan check

fees, grading permit fees, encroachment permit fees, inspection fees, school fees, or any other City or other agency fees or deposits that may be applicable to the project.

A.5. Compliance with laws. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to:

- the Planning and Zoning Law (Government Code sections 65000, et seq.)
- the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and
- the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 1500, et seq., "CEQA Guidelines").
- California State Title 24 and Title 19

A.6. Compliance with City regulations. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all City regulations, including, but not limited to, the Tracy Municipal Code (TMC), Standard Plans, the I-205 Corridor Specific Plan, and Design Goals and Standards.

A.7. Protest of fees, dedications, reservations, or other exactions. Pursuant to Government Code section 66020, including section 66020(d)(1), the City HEREBY NOTIFIES the Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) has begun on the date of the conditional approval of this Project. If the Developer fails to file a protest within this 90-day period, complying with all of the requirements of Government Code section 66020, the Developer will be legally barred from later challenging any such fees, dedications, reservations or other exactions.

B. Development Services Department, Planning Division Conditions

Contact: Kimberly Matlock (209) 831-6430 kimberly.matlock@cityoftracy.org

B.1. North elevation awnings. Before the approval of a building permit, the applicant shall submit details for window awnings above the windows on the north elevation to match those on the other elevations to the satisfaction of the Development Services Director.

B.2. Parking area. Before the approval of a building permit, the applicant shall submit the following to the satisfaction of the Development Services Director:

B.2.1 Site plans and construction details that demonstrate 12-inch wide concrete curbs along the perimeter of landscape planters where such planters are parallel and adjacent to vehicular parking spaces to provide access to vehicles without stepping into the landscape planters.

B.2.2 Detailed plans that demonstrate the parking stalls are striped in accordance with Standard Plan 141.

B.2.3 Detailed plans that demonstrate sidewalk, landscape planters, and bio-retention areas perpendicular to parking stalls overhang up to 24 inches into the parking stall in place of wheel stops where feasible. Any landscape planter

overhang may not be double-counted toward the required amount of parking area landscaping.

B.2.4 Bicycle parking spaces shall be provided in accordance with Tracy Municipal Code Section 10.08.3510.

B.3. Landscaping & irrigation plans. Before the approval of a building permit, the applicant shall provide detailed landscape and irrigation plans consistent with the following to the satisfaction of the Development Services Director:

B.3.1. Said plans shall demonstrate compliance with the Tracy Municipal Code Section 10.08.3560 for parking area landscaping. Said plans shall include a planting legend indicating, at minimum, the quantity, planting size, and height and width at maturity and calculations for landscape and canopy tree shading areas.

B.3.2. Each planter shall contain a combination of trees, shrubs, and groundcover. Trees shall be a minimum of 24" box size, shrubs shall be a minimum size of 5 gallon, and groundcover shall be a minimum size of 1 gallon at planting.

B.3.3. Where trees are planted ten feet or less from a sidewalk or curb, root barriers dimensioned 8 feet long by 24 inches deep shall be provided adjacent to such sidewalk and curb, centered on the tree.

B.3.4. Landscape & Irrigation Maintenance. Prior to the issuance of a building permit, the Developer shall execute a two-year landscape and irrigation maintenance agreement and submit financial security, such as a performance bond, to ensure the success of all on-site landscaping for the term of the agreement. The security amount shall be equal to $2.50 per square foot of the landscaped area or equal to the actual labor and material installation cost of all on-site landscaping and irrigation.

B.4. Landscaping & irrigation installation. Prior to final inspection or certificate of occupancy, all landscaping and irrigation substantially conforming with the development review permit plans dated February 9, 2021 and the approved building permit construction plans shall be installed to the satisfaction of the Development Services Director.

B.5. Lighting. Before the issuance of a building permit, the applicant shall submit detailed plans that demonstrate a minimum of one foot candle throughout the parking area as defined in TMC Section 10.08.3450.

B.6. Screening utilities and equipment. Before the approval of a building permit, the applicant shall submit detailed plans that demonstrate the following:

B.6.1. No roof mounted equipment, including, but not limited to, HVAC units, vents, fans, antennas, sky lights and dishes, whether proposed as part of this application, potential future equipment, or any portion thereof, shall be readily visible. The plans shall demonstrate that such equipment is fully screened

from view behind parapet walls equal to or higher than the height of the mounted equipment to the satisfaction of the Development Services Director.

B.6.2. All vents, gutters, downspouts, flashing, and electrical conduits shall be internal to the structures and other ground-mounted, wall-mounted, or building-attached utilities, including bollards, shall be painted to match the color of the adjacent surfaces or otherwise designed in harmony with the building exterior to the satisfaction of the Development Services Director.

B.6.3. All PG&E transformers, phone company boxes, Fire Department connections, backflow preventers, irrigation controllers, and other on-site utilities, shall be vaulted or substantially screened from view behind structures or landscaping, to the satisfaction of the Development Services Director.

B.7. Signs. Prior to the installation of any signs requiring a sign permit, the applicant shall obtain applicable sign and building permits in accordance with the Tracy Municipal Code.

C. Development Services Department, Engineering Division Conditions

Contact: Majeed Mohamed (209) 831-6425 majeed.mohamed@cityoftracy.org

C.1. General Conditions

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

1) Traffic Memorandum prepared by Kimley Horn and Associates dated February 24, 2021.
2) Storm Drain Memorandum by Wood Rodgers dated February 24, 2021.
3) Water Supply Memorandum by Black Water Consulting Engineers dated December 11, 2020.
4) Sanitary Sewer Memorandum by Black Water Consulting Engineers dated January 15, 2021.

C.2. RESERVED

C.3. RESERVED

C.4. Grading Permit

All grading work (on-site and off-site) shall require a Grading Plan. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Registered Geotechnical Engineer. Prior to release of a Grading Permit, Developer shall provide all documents related to said Grading Permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

C.4.1 Developer has completed all requirements set forth in this section.

C.4.2 Developer has obtained the approval (i.e. recorded easements for slopes, drainage, utilities, access, parking, etc.) of all other public agencies and/or private entities with jurisdiction over the required public and/or private facilities and/or property. Written permission from affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit.

C.4.3 Developer has obtained a demolition permit to remove any existing structure located within the project's limits.

C.4.4 All existing on-site water well(s), septic system(s), and leech field(s), if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. Developer shall be responsible for all costs associated with the abandonment or removal of the existing well(s), septic system(s), and leech field(s) including the cost of permit(s) and inspection. Developer shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit.

C.4.5 The Improvement Plans for all improvements to serve the Project (on-site and off-site) including the Grading and Drainage Plans shall be prepared in accordance with the City's Subdivision Ordinance (Tracy Municipal Code (TMC) Chapter 12.36), City Design Documents as defined in Title 12 of the TMC, and these Conditions of Approval.

C.4.6 On-site Grading/Drainage Plans and Improvement Plans shall be prepared on a twenty-four (24) inch x thirty-six (36) inch size four (4) millimeter thick polyester film (mylar). These plans shall use the City's Title Block. Improvement Plans shall be prepared under the supervision of, stamped and signed by a Registered Civil Engineer and Registered Geotechnical Engineer. Developer shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by the Fire Marshal prior to submitting the mylars to Engineering Division for City Engineer's signature. Erosion control measures shall be implemented in accordance with the Improvement Plans approved by the City Engineer for all grading work. All grading work not completed before October 15 may be subject to additional requirements as applicable. Improvement Plans shall specify all proposed erosion control methods and construction details to be employed and specify materials to be used during and after the construction.

C.4.7 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.4.8 For Projects on property larger than one (1) acre: Prior to the issuance of the Grading Permit, Developer shall submit to the Utilities Department (stephanie.hiestand@cityoftracy.org) one (1) electronic copy and one (1) hard copy of the Storm Water Pollution Prevention Plan (SWPPP) as submitted in Stormwater Multiple Applications and Reporting Tracker System (SMARTS) along with either a copy of the Notice of Intent (NOI) with the state-issued

Wastewater Discharge Identification number (WDID) or a copy of the receipt for the NOI. After the completion of the Project, the Developer 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. 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 Developer. Developer shall comply with all the requirements of the SWPPP, applicable Best Management Practices (BMPs) and the Stormwater Post-Construction Standards adopted by the City in 2015 and any subsequent amendment(s).

For Projects on property smaller than one (1) acre: Prior to the issuance of the Grading Permit, the Developer shall submit to the Utilities Department (stephanie.hiestand@cityoftracy.org) one (1) electronic copy and 1 hard copy of the City of Tracy Erosion and Sediment Control Plan (ESCP) for approval. Cost of preparing the ESCP including any annual storm drainage fees shall be paid by the Developer. Developer shall comply with all the requirements of the ESCP, applicable BMPs and the Post-Construction Stormwater Standards adopted by the City in 2015 and any subsequent amendment(s).

C.4.9 Developer shall provide a PDF copy of the Project's Geotechnical Report signed and stamped by a Registered Geotechnical Engineer. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, compaction recommendations, retaining wall recommendations, if necessary, paving recommendations, paving calculations such as gravel factors, gravel equivalence, etc., slope recommendations, and elevation of the highest observed groundwater level.

C.4.10 Minor Retaining – Developer shall use reinforced or engineered masonry blocks for retaining soil at property lines when the grade differential among the in-tract lots exceeds twelve (12) inches. Developer will include construction details of these minor retaining walls with the on-site Grading and Drainage Plan. Developer may use slopes among the lots to address the grade differential but said slope shall not exceed a slope gradient of 3 (horizontal) to 1 (vertical) unless a California licensed geotechnical engineer signs and stamps a geotechnical report letter that supports a steeper slope gradient. Slope easements may be required and will be subject to approval by the City Engineer.

Minor Retaining along Project Perimeter – Developer shall use reinforced or engineered masonry blocks for retaining soil along the Project boundary and adjacent property(s) when the grade differential exceeds 12-inches. Developer will include construction details for these minor retaining walls with the on-site Grading and Drainage Plan. Developer may use slopes to address the grade differential but said slope shall not exceed a slope gradient of 3 (horizontal) to 1 (vertical). Slope easements may be subject to approval by the City Engineer and if adjacent and affected property(s) owner(s) grants said easements.

Slopes are an acceptable option as a substitute to engineered retaining walls, where cuts or fills do not match existing ground or final grade with the adjacent

property or public right of way, up to a maximum grade differential of two (2) feet, subject to approval by the City Engineer.

Slope easements will be recorded, prior to the issuance of the Grading Permit. The Developer shall be responsible to obtain and record slope easement(s) on private properties, where it is needed to protect private improvements constructed within and outside the Project, and a copy of the recorded easement document must be provided to the City, prior to the issuance of the Grading Permit.

Walls - Developer shall show proposed retaining walls and masonry walls on the on-site Grading and Drainage Plan. The Developer is required to submit improvement plans, construction details, and structural calculations for retaining walls and masonry walls to Building and Safety. Retaining wall and masonry wall design parameters will be included in the geotechnical report.

C.4.11 RESERVED

C.4.12 Developer shall provide a copy of the approved Air Impact Assessment (AIA) with an Indirect Source Review (ISR) from San Joaquin Valley Air Pollution Control District (SJVAPCD).

C.4.13 Developer shall abandon or remove all existing irrigation structures, channels and pipes, if any, as directed by the City after coordination with the irrigation district, if the facilities are no longer required for irrigation purposes. If irrigation facilities including tile drains, if any, are required to remain to serve existing adjacent agricultural uses, the Developer will design, coordinate and construct required modifications to the facilities to the satisfaction of the affected agency and the City. Written permission from irrigation district or affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Developer.

C.4.14 If the Project contains overhead utilities, the Developer shall underground existing overhead utilities such as electric, TV cable, telephone, and others. Each dry utility shall be installed at the location approved by the respective owner(s) of dry utility and the Developer shall coordinate such activities with each utility owner. All costs associated with the undergrounding shall be the sole responsibility of the Developer and no reimbursement will be due from the City. Developer shall submit undergrounding plans.

C.4.15 If at any point during grading that the Developer, its contractor, its engineers, and their respective officials, employees, subcontractor, and/or subconsultant exposes/encounters/uncovers any archeological, historical, or other paleontological findings, the Developer shall address the findings as required per the General Plan Cultural Resource Policy and General Plan EIR; and subsequent Cultural Resource Policy or mitigation in any applicable environmental document.

C.5. Encroachment Permit

All construction activity involving public improvements will require an approved encroachment permit in conjunction with a City Engineer signed improvement plans. Any construction activity involving public improvements without an approved encroachment permit or City Engineer signed improvement plans is prohibited. All public improvements shall be performed and completed in accordance with the recommendation(s) of the Project's Registered Civil Engineer. Prior to the release of an encroachment permit, the Developer shall provide all documents related to said improvements required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

C.5.1. Public Infrastructure Improvement Plans prepared on a twenty-four (24) inch x thirty-six (36) inch size four (4) millimeter thick mylar that incorporate all requirements described in the documents described in these Conditions of Approval, the City's Design Documents as defined in Title 12 of the Tracy Municipal Code. Developer shall use the latest title block and, if necessary, contain a signature block for the Fire Marshal. 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. Developer shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Fire Marshal to submitting the mylars to Engineering Division for City Engineer's signature. The improvement plans shall be prepared to specifically include, but not be limited to, the following items:

C.5.1.a. All existing and proposed utilities such as domestic water line, irrigation service, fire service line, storm drain, and sanitary sewer, including the size and location of the pipes.

C.5.1.b. All supporting engineering calculations, materials information or technical specifications, cost estimate, and technical reports. 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 such as benchmarks.

C.5.1.c. A PDF copy of the Project's approved Geotechnical/Soils Report that was prepared for the grading permit submittal.

C.5.1.d. Storm Water - The Project's on-site storm water drainage connection to the City's storm water system shall be approved by the City Engineer. Drainage calculations for the sizing of the on-site storm drainage system. Improvement Plans to be submitted with the hydrology and storm water.

Storm drainage release point is a location at the boundary of the Project adjacent public right-of-way where storm water leaves the Property, in a storm event and that the Property's on-site storm drainage system fails to function or it is clogged. Site grading shall be designed such that the Project's storm drainage overland

release point will be directly to an adjacent public street with a functional storm drainage system and the existing storm drainage line has adequate capacity to drain storm water from the Property. The storm drainage release point is recommended to be at least 0.70-feet lower than the building finish floor elevation and shall be designed and improved to the satisfaction of the City Engineer.

The Project's permanent storm drainage connection(s) shall be designed and constructed in accordance with City Regulations. The design of the permanent storm drainage connection shall be shown on the Grading and Drainage Plans with calculations for the sizing of the storm drain pipe(s), and shall comply with the applicable requirements of the City's storm water regulations adopted by the City Council in 2012 and any subsequent amendments.

The storm water treatment system shall be located on private property and shall be at least off-set from the right-of-way by one (1) foot.

C.5.1.e. Sanitary Sewer - It is the Developer's responsibility to design and construct the Project's permanent on-site sanitary sewer (sewer) improvements including the Project's sewer connection in accordance with the City's Design Standards, City Regulations and Standard Specifications. Sewer improvements shall include but not limited to, replacing asphalt concrete pavement, reconstructing curb, gutter and sidewalk, restoring pavement marking and striping, and other improvements that are disturbed as a result of installing the Project's permanent sewer connection. Developer shall submit improvement plans that include the design of the sewer line from the Property to the point of connection.

Developer is hereby notified that the City will not provide maintenance of the sewer lateral within the public right-of-way unless the sewer cleanout is located and constructed in conformance with Standard Plans. The City's responsibility to maintain on the sewer lateral is from the wye/onsite sewer manhole at the right-of-way line/property line/wye fitting to the point of connection with the sewer main.

C.5.1.f. Water Distribution - Developer shall design and construct domestic and irrigation water service that comply with the City Regulations. Water line sizing, layout and looping requirements for this Project shall comply with City Regulations. During the construction of the Project, the Developer is responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the Fire Marshal.

Interruption to the water supply to the existing businesses and other users will not be allowed to facilitate construction of improvements related to the Project. Developer shall be responsible for notifying business owner(s) and users, regarding construction work. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business owner(s) at least seventy-two (72) hours before start of work. Prior to starting the work described in this section, the Developer shall submit a Work Plan acceptable to the City that demonstrates no interruptions to the water supply, and Traffic Control Plan to be used during the installation of the off-site water mains and connections.

The Project's water service connections shall use a remote-read (radio-read) master water meter (the water meter to be located within City's right-of-way) and a Reduced Pressure Type back-flow protection device in accordance with City Regulations. The domestic and irrigation water service connection(s) must be completed before the inspection of the building. The location of the meters shall be approved by the City Engineer.

After final inspection of the improvements constructed via an encroachment permit, repair and maintenance of the water service from the water meter to the point of connection with the water distribution main in the street shall be the responsibility of the City. Water service repairs after the water meter is the responsibility of the Developer or individual lot owner(s).

Prior to improvement acceptance, repair and maintenance of all on-site water lines, laterals, sub-water meters, valves, fittings, fire hydrant and appurtenances shall be the responsibility of the Developer or the individual lot owner(s).

All costs associated with the installation of the Project's water connection(s) including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings on existing street or parking area(s) that may be disturbed with the installation of the permanent water connection(s), or domestic water service, and other improvements shall be paid by the Developer.

C.5.1.g. Streets – Developer shall construct the project's frontage improvements. Frontage improvements include but are not limited to the following: curb, gutter, sidewalk, street widening, landscaping, street lighting, undergrounding of overhead utilities and other improvements. All streets and utilities improvements within City right-of-way shall be designed and constructed in accordance with City Regulations, and City's Design Standards including the City's Facilities Master Plan for storm drainage, roadways, wastewater,

and water as adopted, amended, and updated by the City, or as otherwise specifically approved by the City.

In terms of the Project's utility connections, Developer shall use existing utility stubs. If the stubs are not present or additional utility connections are required, the pavement restoration shall conform to C.8.1 of these Conditions.

Along the project frontage, Developer shall landscape and irrigate the existing parkways per current adopted City landscape standards. Landscape and irrigation plans shall be prepared on a 24-inch x 36-inch size 4-millimeter thick mylar that incorporate all requirements described in the documents described in these Conditions of Approval, the City's Design Documents as defined in Title 12 of the Tracy Municipal Code. Developer shall use the latest title block. Said landscape and irrigation plan shall be prepared by a California licensed landscape architect. Developer can either protect-in-place the existing sidewalk and repair any cracked, settled, and/or damaged sidewalk or remove and replace the sidewalk so long as the replacement sidewalk is similar to the current sidewalk, i.e. similar width, meanders, etc. Developer shall also install street trees in the landscaped area between the existing meandering sidewalk and the curb and gutter. On the opposite side of the sidewalk, Developer shall install additional street trees, shrubs, ground cover, and other landscaping as required. The landscaping and irrigation shall conform to MWELO standards. If recommended, Developer shall use structural soil if the street trees' well is narrower than five (5) feet wide. Developer shall also remove existing sign monument and its appurtenances, and any other existing items such as bollards, mailboxes, etc.

C.5.2. Joint Trench Plans and Composite Utility Plans, prepared on a twenty-four (24) inch x thirty-six (36) inch size four (4) millimeter thick mylar for the installation of dry utilities such as electric, gas, TV cable, telephone, and others that will be located within the twenty-four (24) feet wide to forty-six (46) feet wide [the width varies) PUE to be installed to serve the Project. All private utility services to serve Project must be installed underground or relocated to be underground, and to be installed at the location approved by the respective owner(s) of the utilities from the street or an existing or proposed utility easement to the building(s). If necessary, the Developer shall dedicate ten (10) feet wide PUE for access to these new utilities for re-installation, replacement, repair, and maintenance work to be performed by the respective utility owner(s) in the future.

C.5.3. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans. The cost estimate shall show the cost of designing the public improvements.

Payment of applicable fees required by these Conditions of Approval and City Regulations, including but not limited to, plan checking, grading and

encroachment permits and agreement processing, construction inspection, and testing fees. The engineering review fees will be calculated based on the fee rate adopted by the City Council on September 2, 2014, per Resolution 2014-141 and on May 16, 2017, per Resolution 2017-098. Developer shall submit payment in the form of a check for the aforementioned fees.

C.5.4. Traffic Control Plan - Prior to starting the work for any work within City's right-of-way, the Developer shall submit a Traffic Control Plan (TCP). TCP can be split among the different construction phases. TCP will show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. TCP shall conform to the Manual on Uniform Traffic Control Devices as amended by the State of California, latest edition (MUTCD-CA). TCP shall be prepared under the supervision of, signed and stamped by a Registered Civil Engineer or Registered Traffic Engineer.

Access and Traffic Circulation to Existing Businesses/Residents - Developer shall take all steps necessary to plan and construct site improvements such that construction operations do not impact safety and access (including emergency vehicles) to the existing businesses and residents throughout the duration of construction. Developer shall coordinate with the owners and cooperate to minimize impacts on existing businesses. All costs of measures needed to provide safe and functional access shall be borne by the Developer.

C.5.5. No street trench shall be left open, uncovered, and/or unprotected during night hours and when the Developer's contractor is not performing construction activities. Appropriate signs and barricades shall be installed on the street and on all trenches during such times. If the Developer or its contractor elects to use steel plates to cover street trenches, said steel plates will be skid-resistance, and shall be ramped on all sides. Ramps will be a minimum two-foot wide and will run the entire length of each side.

C.5.6. If at any point during utility installation or construction in general that the Developer, its contractor, its engineers, and their respective officials, employees, subcontractor, and/or subconsultant exposes/encounters/uncovers any archeological, historical, or other paleontological findings, the Developer shall address the findings as required per the General Plan Cultural Resource Policy and General Plan EIR; and subsequent Cultural Resource Policy or mitigation in any applicable environmental document.

C.5.7 RESERVED

C.5.8 Off-site Public Improvements - Prior to the Developer commencing construction of off-site public improvements, Developer, if required, shall possess a fully executed Encroachment Permit. Developer shall also complete all of the following requirements to the satisfaction of the City Engineer:

Developer has received City signed improvement plans.

Developer has paid all required processing fees including plan check and inspection fees.

Improvement Security - Developer shall provide improvement security for all public facilities, as required by the Improvement Agreement. The form of the improvement security may be a bond, or other form in accordance with the Government Code, and the TMC. The amount of the improvement security shall be in accordance with Title 12 of the TMC.

Insurance – Developer shall provide written evidence of insurance coverage that meets the terms of the Improvement Agreement.

C.6. Building Permit

Prior to the release of a building permit within Project boundaries, the Developer shall demonstrate, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

C.6.1 Developer has completed all requirements set forth in Condition C.1, through C.5, above.

C.6.2 Developer pays the applicable development impact fees as required in the TMC, these Conditions of Approval, and City Regulations.

C.6.3 RESERVED

C.6.4 Developer has completed all requirements set forth Condition C.8

C.7 Acceptance of Public Improvements

Prior to the consideration of City Council's acceptance of public improvements, the Developer shall demonstrate to the reasonable satisfaction of the City Engineer, completion of the following:

C.7.1 Developer has satisfied all the requirements set forth in these Conditions of Approval.

C.7.2 Developer submitted the Storm water Treatment Facilities Maintenance Agreement (STFMA) to the Utilities Department.

C.7.3 Developer has satisfactory completed construction of all required/conditioned improvements. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Developer shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to serve the Project, and the Developer shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.7.4 Certified "As-Built" Improvement Plans (or Record Drawings). Upon completion of the construction by the Developer, the City, at its sole discretion, temporarily release the original mylars of the Improvement Plans to the Developer so that the Developer will be able to document revisions to show the "As-Built" configuration of all improvements.

C.7.5 Developer shall be responsible for any repairs or reconstruction of street pavement, curb, gutter and sidewalk and other public improvements along the frontage of the Project, if determined by the City Engineer to be in poor condition or damaged by construction activities related to the Project.

C.7.6 Developer has completed the ninety (90) day public landscaping maintenance period.

C.7.7 Per Section 21107.5 of the California Vehicle Code, Developer shall install signs at all entrance(s) of the Project stating that the streets are privately owned and maintained and are not subject to the public traffic regulations or control. Said signs must be conspicuously placed, plainly visible, and legible during daylight hours from a distance of one hundred (100) feet.

C.7.8 Survey Monuments – Any altered, damaged, or destroyed survey monuments and/or benchmarks shall be re-established. Developer shall submit centerline tie sheets or a record of survey for the following: new public streets; re-established survey monuments, and/or benchmarks. If the Developer destroyed, altered, and/or reconstructed any existing curb returns, Developer shall also submit corner records. Any survey document will be submitted the City and to the San Joaquin County Surveyor to comply with California Business and Professions Code Section 8771(c). Said work shall be executed by a California licensed Land Surveyor at the Developer's sole expense.

C.8 Special Conditions

C.8.1 When street cuts are made for the installation of utilities, the Developer shall conform to Section 3.14 of the 2020 Design Standards and is required install a two (2) inch thick asphalt concrete (AC) overlay with reinforcing fabric at least twenty-five (25) feet from all sides of each utility trench. A two (2) inch deep grind on the existing AC pavement will be required where the AC overlay will be applied and shall be uniform thickness in order to maintain current pavement grades, cross and longitudinal slopes. This pavement repair requirement is when cuts/trenches are perpendicular and parallel to the street's direction.

C.8.2 Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or other public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the improvement plans, prior to the City Engineer's signature on the improvement plans, and prior to issuance of Grading Permit, Encroachment Permit, Building Permit, if the City Engineer finds it necessary due to public health

and safety reasons, and it is in the best interest of the City. The Developer shall bear all the cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

C.8.3 Prior to the release of the Grading Permit, if water is required for the project, the Developer shall obtain an account for the water service and register the water meter with the Finance Department. Developer shall pay all fees associated with obtaining the account number for the water service.

C.8.4 Prior to the release of the Certificate of Occupancy, Developer shall obtain an account for the water service to the Project and register the water meter with the Finance Department. Developer shall prepare and submit a map depicting the location of the water meter on a 8.5-inch X 11-inch sheet to Finance Department.

C.8.5 Prior to the release of the Grading Permit, if required, Developer shall design or purchase and then construct or install a storm water treatment device and shall be located entirely within private property. Said installation shall be in a manner that does not impose any additional downstream maintenance burdens to the City. Said design and construction methods shall be to the satisfaction of the City Engineer.

D. Utilities Department, Water Resources Division Conditions

Contact: Stephanie Hiestand (209) 831-6333 stephanie.hiestand@cityoftracy.org

D.1. Compliance with Codes. Before the approval of a grading or building permit, the applicant shall demonstrate compliance with Tracy Municipal Code Chapter 11.34 Stormwater Management and Discharge Control and Chapter 11.28 Water Management and with the California Green Building Standards Code Chapter 4 for Residential occupancies. A Stormwater Pollution Prevention Plan (SWPPP) and WDID number will be required prior to a grading permit issuance.

D.2. Stormwater Quality. Before the approval of a grading or building permit, the applicant shall demonstrate compliance with the Multi-Agency Post-Construction Stormwater Standards (MAPCSWS) adopted July 1, 2015, and obtain approval of an electronically submitted Project Stormwater Plan (PSP) including an operations and maintenance plan from the Water Resources Division in the Utilities Department. The plans shall clearly call out the approximate location and type of stormwater post-construction treatment on a separate Stormwater page, as well as state, "I agree to comply with the requirements of the 2015 Multi-Agency Post-Construction Stormwater Standards and shall submit a complete Project Stormwater Plan to the Water Resources Division of the Utilities Department for approval" to the satisfaction of the Utilities Director. Prior to final inspection for occupancy, the applicant shall have completed the Stormwater Access and Maintenance Agreement for final approval and recording.

D.3. Landscape plans. Before the approval of a building permit, the applicant shall submit detailed landscape and irrigation plans that demonstrate compliance with the Water

Efficient Landscape Ordinance to the satisfaction of the Utilities Director by submitting electronically for approval a partial landscape document package that includes all but the soils management report and Certificate of Completion. The plans shall include a preliminary landscape and irrigation design as well as state, "I agree to comply with the requirements of the Water Efficient Landscape Ordinance and shall submit a complete Landscape Documentation Package with construction documents" on said page. The applicant shall also submit an owner signed Project Information Sheet to the Utilities Department. Prior to final inspection for occupancy, the applicant shall electronically submit a complete Landscape Document Package for final approval.

E. Development Services Department, Building & Fire Safety Conditions

Contact: Chrystle Takehara (209) 831-6486 chrystle.takehara@cityoftracy.org

E.1. At time of building permit submittal, applicant to clearly identify proposed anticipated occupancy and use (I2.1 for Ambulatory Health Facility for 6 or more patients) for areas to comply with applicable requirements in CBC 422, CBC1226 and CBC 1224 for OSHPD 3.

E.2. At time of building permit submittal, applicant to clarify where addressing will be provided to meet requirements of Tracy Municipal Code for addressing. If a 3rd tenant is provided in the triangular area, the addressing must be visible along Orchard Parkway for emergency vehicles to respond.

E.3. At time of building permit submittal, applicant to provide illumination along the path of travel for the exit discharge from each exit to the public way as per 1008.2. The means of egress illumination level shall be not less than 1 footcandle.

E.4. At time of building permit submittal, applicant to specify the number of control areas, types of hazardous materials, maximum amount of storage of hazardous materials and storage methods meet CBC Table 307.1 and CBC Section 406.8.

E.5. At time of building permit submittal, applicant to update and provide analysis for CalGreen requirements to match current CalGreen requirements for cold dark shell. Provided version references the 2013 codes. Provide commissioning for new buildings 10,000 square feet and over as per CalGreen 5.410 for phased projects per 303.1 for building components and systems considered to be new construction such as the HVAC equipment.

E.6. At time of building permit submittal, applicant to provide an accessible path of travel as per 11B-202.4 to all accessible facilities on site, including the accessible trash enclosure. Also, per sheet E1.0, the property line extends beyond what was shown in A1.1.

E.7. At time of building permit submittal, applicant to show shared use access agreements for utilities.

E.8. At time of building permit submittal, applicant to provide calculation for new proposed gas line, including existing connections to existing building B, facilities, and equipment.

E.9. At time of building permit submittal, applicant to indicate PG&E easement for transformer due to proposed location within the property.

E.10. At time of building permit submittal, applicant shall show the passenger drop-off and loading meet requirements of CBC 11B-503.4. Section B indicates a gutter along the passenger drop-off and loading zone. This area should be restricted to a 1:48 slope.

E.11. Applicant shall submit a building permit application along with all pertinent construction documents such as plans, specifications, and/or calculations to the Building Safety Division prior to the construction of Type II Construction building shell for one-story 10,000 SF Medical Office Building. Construction documents shall conform to the Title 24 California Code of Regulations edition effective on the date of application for a building permit.

F. South San Joaquin County Fire Authority Conditions

Contact: Courtney Wood (209) 831-6700 courtney.wood@sjcfire.org

F.1. Prior to construction, applicant shall submit construction documents to the South San Joaquin County Fire Authority (SSJCFA) for review and approval.
   a. Construction documents shall be designed to the current edition of the California Code of Regulations, Title 24, as amended by the City of Tracy Municipal Code.
   b. Construction documents shall list South San Joaquin County Fire Authority as the local fire district, in lieu of City of Tracy.
   c. Deferred submittals shall be listed on the coversheet of each page. Each deferred submittal shall be submitted, reviewed and approved by SSJCFA prior to installation.
      i. Fire Sprinklers
      ii. Fire Alarm
      iii. Underground Fire Service
   d. Indicate on the construction plans if fire sprinklers are proposed. If proposed, the following items will be required:
      i. A request for fire flow shall be submitted to the South San Joaquin County Fire Authority and results shall be approved by the Fire Marshal prior to construction. Fire flow requirements shall be in accordance with CFC Appendix B.
      ii. Fire protection water supply must be submitted separately from construction permit. All piping and installation shall be in accordance with CFC §507 & NFPA standards. Approval of grading and/or on-site improvements does not grant installation of underground fire service.
      iii. Fire sprinklers shall be designed by a licensed fire protection contractor or engineer. Hydraulic calculations, specifications and plans shall be submitted for review and approval prior to installation of the fire sprinklers.

F.2. Construction applications received by our offices are subject to the current fee schedule for South San Joaquin County Fire Authority.

a. Application processing fees and minimum plan review fees are due at time of submittal of construction documents.
b. Additional plan review fees, minimum inspection fees and administrative fees are calculated on approval of project and shall be paid prior to issuance of permit.
c. Permit holder is responsible for any additional inspection fees incurred, and shall be paid prior to final inspection.

F.3. Prior to occupancy of each new business, the tenant shall contact South San Joaquin County Fire Authority for a new business inspection. Additional fees may be required for New Business, Annual and Operational Fire Permits. All fees shall be paid prior to approval of inspections.

F.4. Prior to construction, all-weather fire apparatus access roads shall be installed. Fire apparatus access roads during construction shall have a minimum 20' unobstructed width in accordance with CFC §503.

F.5. All hydrants shall be installed, inspected and tested prior to bringing combustible materials onsite, including storage.

F.6. Knox boxes shall be required. Each tenant shall have keys placed in the key box. The operator of the building shall immediately notify the Fire Authority and provide the new key where a lock is changed or rekeyed. The key to such shall be secured in the key box.

F.7. Building and each tenant space shall be provided with approved address identification in accordance with CFC §505.

F.8. Prior to final inspection, emergency radio responder coverage shall be tested to confirm coverage areas. It is beneficial for the applicant to conduct testing at foundation as retrofitting for the conduit is costly. If coverage is inadequate, a separate permit for emergency radio responder coverage shall be submitted to SSJCFA for review and approval prior to installation.
Additional improvements may warrant additional testing to be performed. Testing shall be the determination of the fire code official.

EXHIBIT C: AUTHORIZED REPRESENTATIVE

Initial Contact Information for Developer's Authorized Representative:

Nord Sandstrom
Genesis KC Development, LLC. c/o legal department
2000 16th Street
Denver, CO 80202
720-631-2100
nsandstrom@davita.com

EXHIBIT D: LEGAL DESCRIPTION

Legal Description

The Land referred to herein below is situated in the City of Tracy, County of San Joaquin, State of California, and is described as follows:

PARCEL ONE:

PARCEL 1 AS SHOWN UPON THAT CERTAIN PARCEL MAP FILED FOR RECORD DECEMBER 19, 2012 IN BOOK 25 OF PARCEL MAPS, PAGE 156, SAN JOAQUIN COUNTY RECORDS.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET BENEATH THE SURFACE OF SAID LAND, WITHOUT THE RIGHT OF SURFACE ENTRY.

PARCEL TWO:

SUCH RIGHTS AND EASEMENTS FOR ACCESS, INGRESS, EGRESS, PARKING, UTILITIES AND DRAINAGE PURPOSES AND APPURTENANCES THERETO ALL AS BEING MORE PARTICULARLY DESCRIBED AND DEFINED IN THAT CERTAIN "RECIPROCAL EASEMENT AGREEMENT", DATED MARCH 1, 2006, EXECUTED BY AND BETWEEN TRIAD TRACY I L.P., A CALIFORNIA LIMITED PARTNERSHIP AND PATRICIA POMBO, ET AL, RECORDED MAY 16, 2006 AS INSTRUMENT NO. 2006-105918, SAN JOAQUIN COUNTY RECORDS AND "EASEMENT AGREEMENT", DATED MARCH 1, 2006, EXECUTED BY AND BETWEEN TRIAD TRACY I, L.P., A CALIFORNIA LIMITED PARTNERSHIP AND PATRICIA POMBO, ET AL, RECORDED SEPTEMBER 26, 2006 AS INSTRUMENT NO. 2006-203835, SAN JOAQUIN COUNTY RECORDS AND IN THAT CERTAIN "DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND RECIPROCAL EASEMENTS" RECORDED SEPTEMBER 26, 2006 AS INSTRUMENT NO. 2006-203838, SAN JOAQUIN COUNTY RECORDS.

PARCEL THREE:

THOSE CERTAIN RIGHTS AND NON-EXCLUSIVE PERPETUAL EASEMENTS AS DESCRIBED IN THAT CERTAIN RECIPROCAL PARKING AGREEMENT DATED SEPTEMBER 21, 2006 AND RECORDED OCTOBER 2, 2006 AS INSTRUMENT NO. 2006-208390, SAN JOAQUIN COUNTY RECORDS.

For conveyancing purposes only: APN 238-190-230-000

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023-_____

APPROVING THE OFFSITE IMPROVEMENT AGREEMENT BETWEEN THE CITY OF TRACY AND GENESIS KC DEVELOPMENT, LLC FOR OFFSITE IMPROVEMENTS REQUIRED FOR THE TRACY MEDICAL & PROFESSIONAL OFFICE CENTER PROJECT

WHEREAS, the Developer, Genesis KC Development, LLC (Developer), is the legal owner of that certain real property located on the east side of Orchard Parkway, between Grant Line Road and Joseph Damon Drive, designated with Assessor's Parcel Number 238-190-23; and

WHEREAS, the Development Review Permit Application (D20-0016) for the Tracy Medical & Professional Office Center (formally known as Triad Medical Office Building) was approved by the Planning Commission on April 6, 2021; and

WHEREAS, at the time of Project approval, the legal owner of property was Triad Tracy II, LP.; On August 19, 2022, the property ownership was transferred to the Developer, and was recorded by the San Joaquin County Recorder's Office by Document Number 2022-099289; and

WHEREAS, approval of the Project was subject to specified Conditions of Approval which require, amongst other things, that the Developer complete construction of the Project's offsite improvements; and

WHEREAS, pursuant to Conditions of Approval C.5.1 and C.8.1, the offsite improvement scope of work includes a new 6" fire service and a new gas line connection to an existing gas line, both along Orchard Parkway and requires demolition, trenching, asphalt repaving, and sidewalk and landscaping reconstruction along Orchard Parkway; and

WHEREAS, the subject improvements are more specifically described in those certain improvement plans, landscape plans, and specifications prepared on behalf of the Developer and approved by the City Engineer; and

WHEREAS, the Off-Site Improvement Agreement (OIA) attached hereto as Exhibit 1 is a legally binding mechanism to guarantee Developer's construction of the off-site improvements and enforce compliance with the Conditions of Approval; and

WHEREAS, the Developer has executed the OIA and submitted the required security to guarantee completion of the subject improvements; and

WHEREAS, the Improvement Plans and OIA are on file with the City Engineer under Tracking No. G21-0011; and

WHEREAS, upon completion of the improvements, staff will present the improvements to City Council for acceptance and maintenance; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves the Off-site Improvement Agreement between City and Genesis KC Development LLC attached hereto as Exhibit 1 and authorizes the execution thereof; and be it

FURTHER RESOLVED: That the City Council finds that the Project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Guidelines Section 15332, pertaining to in-fill development projects based on the fact the Project occurs within City limits, is consistent with the general plan and zoning, is no more than five acres in size substantially surrounded by urban uses, has no value as habitat for endangered, rare, or threatened species, and would not result in any significant effects relating to traffic, noise, air quality, or water quality beyond what was analyzed and mitigated in the General Plan Environmental Impact Report.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on the 19th day of December 2023 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Exhibit 1: Off-Site Improvement Agreement Between City and Genesis KC Development, LLC

CITY OF TRACY
OFF-SITE IMPROVEMENT AGREEMENT FOR
TRACY MEDICAL & PROFESSIONAL OFFICE CENTER, G21-0011
PUBLIC IMPROVEMENTS

This **OFF-SITE IMPROVEMENT AGREEMENT** ("**Agreement**") is made and entered into by and between the **CITY OF TRACY** a municipal corporation ("**City**"), Genesis KC Development, LLC, a Limited Liability Company ("**Developer**").

Recitals

A. Developer is the legal owner of that certain real property located at the southeast corner of Grant Line Road and Orchard Parkway designated with Assessor's Parcel Number(s) 238-190-23 and more particularly described in Exhibit "**A**" hereto (the "**Property**").

B. The Development Review Application (D20-0016) for the Tracy Medical & Professional Office Center ("**Project**"), formally known as the Triad Medical Office Building, was approved on April 6, 2021 subject to the specified conditions of approval attached hereto as Exhibit "**B**" ("**Conditions of Approval**"), which are incorporated herein by reference. At the time of this approval, the legal owner of the Property was Triad Tracy II, LP.

C. The approved Project scope included construction of one-story medical office building. The proposed improvements also included a redesigned parking lot, accessible parking and path of travel, sidewalk, and landscaping stormwater treatment elements.

D. On August 19, 2022 the Property was purchased by the Developer, and was recorded by the San Joaquin County Recorder's Office per Document Number 2022-099289.

E. The Developer has submitted, and the City Engineer has approved, those certain improvement plans and specifications relating to the construction of a new fire service and asphalt re-paving work along Orchard Parkway (collectively, the "**Work**"). The location and details of the Work are described more fully in the ten (10) sheets of improvement plans entitled "Tracy Medical & Professional Office Center", prepared by JMH Weiss, Inc., of San Jose, CA ("**Plans and Specifications**"). The Plans and Specifications are on file with the City Engineer (G21-0011) and are incorporated herein by reference.

F. Because the Work described above and in the Plans and Specifications has 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; Offer of Dedication. Developer shall perform, or cause to be performed, the Work in the manner and as described in the Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement. The Work shall be performed, and all materials and labor shall be provided, at Developer's sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws.
   Developer shall perform all Work at the locations and grades shown on the Plans and Specifications. Developer has (a) acquired any necessary easement or right-of-way or (b) 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 herein 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 (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. Work shall commence sixty (60) days after the date City executes this Agreement ("Effective Date").

   2.1. Commencement of Work. No later than fifteen (15) days prior to the commencement of Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence Work. Developer shall not commence Work until after the notice required by this section is properly provided, and Developer shall not commence Work prior to the date specified in the written notice.

   2.2. Schedule of Work. Concurrently with the written notice of commencement 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 no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.1 above.

3. Improvement Security. Concurrently with the execution of this Agreement, and prior to the commencement of 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 $83,162.20 to secure faithful performance of this Agreement.

3.2. Labor and Material security in the amount of $83,162.20 to secure payment by Developer to laborers and materialmen.

3.3. Warranty security in the amount of $8,316.22 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.

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 13, 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 13, 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 6 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 all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

7. Default

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

7.2. Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

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

7.2.2. Developer abandons the Work site.

7.2.3. Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 7.3 below.

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 and fails to cure such violation pursuant to Section 7.3 below.

7.3. Cure of Default. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

7.3.1. Demand that Developer complete performance of the Work.

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

7.3.3. Resort to any judicial remedies available to the City.

8. Ownership of Work. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

9. Repair of any Damage. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

10. Inspection by City; Inspection Fees. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

10.1. Inspection Fees. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer).

In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

11. Developer's Authorized Representative. At all times during the progress of the Work, Developer shall have a competent foreman or superintendent ("**Authorized Representative**") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work**.** Exhibit "**D**" attached hereto includes the initial contact information referenced in this Section 11.

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

13. Warranty Period. Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of 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.

14. Notices.

14.1. 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: City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org With a copy to: City Attorney 333 Civic Center Plaza Tracy, CA 95376 attorney@cityoftracy.org	To Developer: Genesis KC Development LLC 2000 16th Street Denver CO 80202 Attn: DDP/Marshall Stewman Email:Marshall.Stewman@davita.com With a copy to: DaVita Inc. 2000 16th Street Denver, CO 80202 Attention: Real Estate Legal Email: Deana.Moore@davita.com

14.2. 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.

15. Approvals by City. Any approval or consent 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.

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

17. 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.

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

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

20. Permits, Licenses, and Compliance with Law. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

21. Entire Agreement; Exhibits; Severability. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

    A. Description of Property (Recital A.)
    B. Conditions of Approval (Recital B.)
    C. Developer's Authorized Representative Information (Section 11.)

    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.

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

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

CITY OF TRACY,

a municipal corporation

_____
By: Nancy D. Young
Title: MAYOR

Date: _____

Attest:

_____
By: Adrianne Richardson
Title: CITY CLERK

Date: _____

Approved As To Form:

_____
By: Bijal M. Patel
Title: CITY ATTORNEY

Date: _____

DEVELOPER:

GENESIS KC DEVELOPMENT, LLC

By: Total Renal Care, Inc.,
a California corporation

Its: Managing Member

_____
By: Marshall Stewman
Title: VP- Design, Development & Construction

Date: 11/29/2023

EXHIBIT A: PROPERTY DESCRIPTION

EXHIBIT B: CONDITIONS OF APPROVAL

CITY OF TRACY
DETERMINATION OF THE DEVELOPMENT SERVICES DEPARTMENT DIRECTOR
Application Number D20-0016

A determination of the Development Services Department Director approving Development Review Permit application number D20-0016 for an approximately one-story 10,020 sq ft multi-tenant medical office building with associated parking and landscaping improvements (Triad Medical Office Building). This project is located on an approximately 1.06-acre site located on Orchard Parkway, between Grant Line Road and Joseph Damon Drive, Assessor's Parcel Number 238-190-23, located within the Grant Line Center office complex. Applicant and Property Owner are Triad Tracy II, L.P.

The following considerations were relevant in evaluating this application:

1. Design of architecture, landscaping, parking, and circulation
2. Relationship with adjacent developments and properties
3. Visibility from Orchard Parkway and common access drives in Grant Line Center

Staff has reviewed the application and determined that the following regulations apply:

1. Tracy Municipal Code
2. City of Tracy Standard Plans
3. City of Tracy Design Goals and Standards
4. California Building Code
5. California Fire Code
6. Multi-Agency Post-Construction Stormwater Standards

The Development Services Department Director has determined that the project is categorically exempt from CEQA pursuant to Guidelines Section 15332, pertaining to in-fill development projects. The project occurs within city limits, is consistent with the general plan and zoning, is no more than five acres in size substantially surrounded by urban uses, has no value as habitat for endangered, rare, or threatened species, and would not result in any significant effects relating to traffic, noise, air quality, or water quality beyond what was analyzed and mitigated in the General Plan environmental impact report. No further environmental assessment is required.

THE DEVELOPMENT SERVICES DEPARTMENT DIRECTOR, AFTER CONSIDERING ALL OF THE EVIDENCE PRESENTED, HEREBY APPROVES A DEVELOPMENT REVIEW PERMIT FOR THE TRIAD MEDICAL OFFICE BUILDING (APPLICATION NUMBER D20-0016), SUBJECT TO THE ATTACHED CONDITIONS (EXHIBIT "1") AND BASED ON THE FOLLOWING FINDINGS BELOW.

1. The proposal increases the quality of the project site and enhances the property in a manner that therefore improves the property in relation to the surrounding area and the citizens of Tracy. This development will build out the remaining undeveloped pad site in the Grant Line Center. The new building will match and complement other medical and consumer service buildings in the vicinity. The building is comprised of high quality design through the use of variation in building massing and building planes, use of stone, glass, and stucco materials, dark metal awnings throughout each side of the building. The project site will connect to existing drive aisles and continue through-

circulation and landscaping throughout its new parking area.

2. The proposal, as conditioned, conforms to the Tracy Municipal Code, the City of Tracy General Plan, the Citywide Design Goals and Standards, applicable City Standards, California Building Codes, and California Fire Codes, including land use, building design, off-street parking and circulation, and landscaping design.

Andrew Malik — 04.06.2021

Andrew Malik
Assistant City Manager/Development Services Department Director

Date of Action

Exhibit "1"

City of Tracy
Conditions of Approval
Triad MOB
Application Number D20-0016

A. General Provisions and Definitions.

A.1. General. These Conditions of Approval apply to:

The Project: An approximately 10,020 sq ft multi-tenant medical office building with associated parking and landscaping improvements (Triad MOB)

The Property: An approximately 1.06-acre site located on Orchard Parkway, between Grant Line Road and Joseph Damon Drive, Assessor's Parcel Number 238-190-23

A.2. Definitions.

a. "Applicant" means any person, or other legal entity, defined as a "Developer."

b. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed Engineer designated by the City Manager, or the Development Services Director, or the City Engineer to perform the duties set forth herein.

c. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Municipal Code ordinances, resolutions, policies, procedures, , and the City's Design Documents (including the Standard Plans, Standard Specifications, and relevant Public Facility Master Plans).

d. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.

e. "Conditions of Approval" shall mean the conditions of approval applicable to the Project, Application Number D20-0016. The Conditions of Approval shall specifically include all conditions set forth herein.

f. "Developer" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. The term "Developer" shall include all successors in interest.

A.3. Compliance with submitted plans. Except as otherwise modified herein, the project shall be constructed in substantial compliance with the plans received by the Development Services Department on February 9, 2021, which include the site, civil, floor, roof, elevations, and landscape plans, as well as color and material details.

A.4. Payment of applicable fees. The applicant shall pay all applicable fees for the project, including, but not limited to, development impact fees, building permit fees, plan check

fees, grading permit fees, encroachment permit fees, inspection fees, school fees, or any other City or other agency fees or deposits that may be applicable to the project.

A.5. Compliance with laws. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to:

- the Planning and Zoning Law (Government Code sections 65000, et seq.)
- the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and
- the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 1500, et seq., "CEQA Guidelines").
- California State Title 24 and Title 19

A.6. Compliance with City regulations. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all City regulations, including, but not limited to, the Tracy Municipal Code (TMC), Standard Plans, the I-205 Corridor Specific Plan, and Design Goals and Standards.

A.7. Protest of fees, dedications, reservations, or other exactions. Pursuant to Government Code section 66020, including section 66020(d)(1), the City HEREBY NOTIFIES the Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) has begun on the date of the conditional approval of this Project. If the Developer fails to file a protest within this 90-day period, complying with all of the requirements of Government Code section 66020, the Developer will be legally barred from later challenging any such fees, dedications, reservations or other exactions.

B. Development Services Department, Planning Division Conditions

Contact: Kimberly Matlock (209) 831-6430 kimberly.matlock@cityoftracy.org

B.1. North elevation awnings. Before the approval of a building permit, the applicant shall submit details for window awnings above the windows on the north elevation to match those on the other elevations to the satisfaction of the Development Services Director.

B.2. Parking area. Before the approval of a building permit, the applicant shall submit the following to the satisfaction of the Development Services Director:

B.2.1 Site plans and construction details that demonstrate 12-inch wide concrete curbs along the perimeter of landscape planters where such planters are parallel and adjacent to vehicular parking spaces to provide access to vehicles without stepping into the landscape planters.

B.2.2 Detailed plans that demonstrate the parking stalls are striped in accordance with Standard Plan 141.

B.2.3 Detailed plans that demonstrate sidewalk, landscape planters, and bio-retention areas perpendicular to parking stalls overhang up to 24 inches into the parking stall in place of wheel stops where feasible. Any landscape planter

overhang may not be double-counted toward the required amount of parking area landscaping.

B.2.4 Bicycle parking spaces shall be provided in accordance with Tracy Municipal Code Section 10.08.3510.

B.3. Landscaping & irrigation plans. Before the approval of a building permit, the applicant shall provide detailed landscape and irrigation plans consistent with the following to the satisfaction of the Development Services Director:

B.3.1. Said plans shall demonstrate compliance with the Tracy Municipal Code Section 10.08.3560 for parking area landscaping. Said plans shall include a planting legend indicating, at minimum, the quantity, planting size, and height and width at maturity and calculations for landscape and canopy tree shading areas.

B.3.2. Each planter shall contain a combination of trees, shrubs, and groundcover. Trees shall be a minimum of 24" box size, shrubs shall be a minimum size of 5 gallon, and groundcover shall be a minimum size of 1 gallon at planting.

B.3.3. Where trees are planted ten feet or less from a sidewalk or curb, root barriers dimensioned 8 feet long by 24 inches deep shall be provided adjacent to such sidewalk and curb, centered on the tree.

B.3.4. Landscape & Irrigation Maintenance. Prior to the issuance of a building permit, the Developer shall execute a two-year landscape and irrigation maintenance agreement and submit financial security, such as a performance bond, to ensure the success of all on-site landscaping for the term of the agreement. The security amount shall be equal to $2.50 per square foot of the landscaped area or equal to the actual labor and material installation cost of all on-site landscaping and irrigation.

B.4. Landscaping & irrigation installation. Prior to final inspection or certificate of occupancy, all landscaping and irrigation substantially conforming with the development review permit plans dated February 9, 2021 and the approved building permit construction plans shall be installed to the satisfaction of the Development Services Director.

B.5. Lighting. Before the issuance of a building permit, the applicant shall submit detailed plans that demonstrate a minimum of one foot candle throughout the parking area as defined in TMC Section 10.08.3450.

B.6. Screening utilities and equipment. Before the approval of a building permit, the applicant shall submit detailed plans that demonstrate the following:

B.6.1. No roof mounted equipment, including, but not limited to, HVAC units, vents, fans, antennas, sky lights and dishes, whether proposed as part of this application, potential future equipment, or any portion thereof, shall be readily visible. The plans shall demonstrate that such equipment is fully screened

from view behind parapet walls equal to or higher than the height of the mounted equipment to the satisfaction of the Development Services Director.

B.6.2. All vents, gutters, downspouts, flashing, and electrical conduits shall be internal to the structures and other ground-mounted, wall-mounted, or building-attached utilities, including bollards, shall be painted to match the color of the adjacent surfaces or otherwise designed in harmony with the building exterior to the satisfaction of the Development Services Director.

B.6.3. All PG&E transformers, phone company boxes, Fire Department connections, backflow preventers, irrigation controllers, and other on-site utilities, shall be vaulted or substantially screened from view behind structures or landscaping, to the satisfaction of the Development Services Director.

B.7. Signs. Prior to the installation of any signs requiring a sign permit, the applicant shall obtain applicable sign and building permits in accordance with the Tracy Municipal Code.

C. Development Services Department, Engineering Division Conditions

Contact: Majeed Mohamed (209) 831-6425 majeed.mohamed@cityoftracy.org

C.1. General Conditions

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

1) Traffic Memorandum prepared by Kimley Horn and Associates dated February 24, 2021.
2) Storm Drain Memorandum by Wood Rodgers dated February 24, 2021.
3) Water Supply Memorandum by Black Water Consulting Engineers dated December 11, 2020.
4) Sanitary Sewer Memorandum by Black Water Consulting Engineers dated January 15, 2021.

C.2. RESERVED

C.3. RESERVED

C.4. Grading Permit

All grading work (on-site and off-site) shall require a Grading Plan. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Registered Geotechnical Engineer. Prior to release of a Grading Permit, Developer shall provide all documents related to said Grading Permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

C.4.1 Developer has completed all requirements set forth in this section.

C.4.2 Developer has obtained the approval (i.e. recorded easements for slopes, drainage, utilities, access, parking, etc.) of all other public agencies and/or private entities with jurisdiction over the required public and/or private facilities and/or property. Written permission from affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit.

C.4.3 Developer has obtained a demolition permit to remove any existing structure located within the project's limits.

C.4.4 All existing on-site water well(s), septic system(s), and leech field(s), if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. Developer shall be responsible for all costs associated with the abandonment or removal of the existing well(s), septic system(s), and leech field(s) including the cost of permit(s) and inspection. Developer shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit.

C.4.5 The Improvement Plans for all improvements to serve the Project (on-site and off-site) including the Grading and Drainage Plans shall be prepared in accordance with the City's Subdivision Ordinance (Tracy Municipal Code (TMC) Chapter 12.36), City Design Documents as defined in Title 12 of the TMC, and these Conditions of Approval.

C.4.6 On-site Grading/Drainage Plans and Improvement Plans shall be prepared on a twenty-four (24) inch x thirty-six (36) inch size four (4) millimeter thick polyester film (mylar). These plans shall use the City's Title Block. Improvement Plans shall be prepared under the supervision of, stamped and signed by a Registered Civil Engineer and Registered Geotechnical Engineer. Developer shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by the Fire Marshal prior to submitting the mylars to Engineering Division for City Engineer's signature. Erosion control measures shall be implemented in accordance with the Improvement Plans approved by the City Engineer for all grading work. All grading work not completed before October 15 may be subject to additional requirements as applicable. Improvement Plans shall specify all proposed erosion control methods and construction details to be employed and specify materials to be used during and after the construction.

C.4.7 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.4.8 For Projects on property larger than one (1) acre: Prior to the issuance of the Grading Permit, Developer shall submit to the Utilities Department (stephanie.hiestand@cityoftracy.org) one (1) electronic copy and one (1) hard copy of the Storm Water Pollution Prevention Plan (SWPPP) as submitted in Stormwater Multiple Applications and Reporting Tracker System (SMARTS) along with either a copy of the Notice of Intent (NOI) with the state-issued

Wastewater Discharge Identification number (WDID) or a copy of the receipt for the NOI. After the completion of the Project, the Developer 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. 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 Developer. Developer shall comply with all the requirements of the SWPPP, applicable Best Management Practices (BMPs) and the Stormwater Post-Construction Standards adopted by the City in 2015 and any subsequent amendment(s).

For Projects on property smaller than one (1) acre: Prior to the issuance of the Grading Permit, the Developer shall submit to the Utilities Department (stephanie.hiestand@cityoftracy.org) one (1) electronic copy and 1 hard copy of the City of Tracy Erosion and Sediment Control Plan (ESCP) for approval. Cost of preparing the ESCP including any annual storm drainage fees shall be paid by the Developer. Developer shall comply with all the requirements of the ESCP, applicable BMPs and the Post-Construction Stormwater Standards adopted by the City in 2015 and any subsequent amendment(s).

C.4.9 Developer shall provide a PDF copy of the Project's Geotechnical Report signed and stamped by a Registered Geotechnical Engineer. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, compaction recommendations, retaining wall recommendations, if necessary, paving recommendations, paving calculations such as gravel factors, gravel equivalence, etc., slope recommendations, and elevation of the highest observed groundwater level.

C.4.10 Minor Retaining – Developer shall use reinforced or engineered masonry blocks for retaining soil at property lines when the grade differential among the in-tract lots exceeds twelve (12) inches. Developer will include construction details of these minor retaining walls with the on-site Grading and Drainage Plan. Developer may use slopes among the lots to address the grade differential but said slope shall not exceed a slope gradient of 3 (horizontal) to 1 (vertical) unless a California licensed geotechnical engineer signs and stamps a geotechnical report letter that supports a steeper slope gradient. Slope easements may be required and will be subject to approval by the City Engineer.

Minor Retaining along Project Perimeter – Developer shall use reinforced or engineered masonry blocks for retaining soil along the Project boundary and adjacent property(s) when the grade differential exceeds 12-inches. Developer will include construction details for these minor retaining walls with the on-site Grading and Drainage Plan. Developer may use slopes to address the grade differential but said slope shall not exceed a slope gradient of 3 (horizontal) to 1 (vertical). Slope easements may be subject to approval by the City Engineer and if adjacent and affected property(s) owner(s) grants said easements.

Slopes are an acceptable option as a substitute to engineered retaining walls, where cuts or fills do not match existing ground or final grade with the adjacent

property or public right of way, up to a maximum grade differential of two (2) feet, subject to approval by the City Engineer.

Slope easements will be recorded, prior to the issuance of the Grading Permit. The Developer shall be responsible to obtain and record slope easement(s) on private properties, where it is needed to protect private improvements constructed within and outside the Project, and a copy of the recorded easement document must be provided to the City, prior to the issuance of the Grading Permit.

Walls - Developer shall show proposed retaining walls and masonry walls on the on-site Grading and Drainage Plan. The Developer is required to submit improvement plans, construction details, and structural calculations for retaining walls and masonry walls to Building and Safety. Retaining wall and masonry wall design parameters will be included in the geotechnical report.

C.4.11 RESERVED

C.4.12 Developer shall provide a copy of the approved Air Impact Assessment (AIA) with an Indirect Source Review (ISR) from San Joaquin Valley Air Pollution Control District (SJVAPCD).

C.4.13 Developer shall abandon or remove all existing irrigation structures, channels and pipes, if any, as directed by the City after coordination with the irrigation district, if the facilities are no longer required for irrigation purposes. If irrigation facilities including tile drains, if any, are required to remain to serve existing adjacent agricultural uses, the Developer will design, coordinate and construct required modifications to the facilities to the satisfaction of the affected agency and the City. Written permission from irrigation district or affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Developer.

C.4.14 If the Project contains overhead utilities, the Developer shall underground existing overhead utilities such as electric, TV cable, telephone, and others. Each dry utility shall be installed at the location approved by the respective owner(s) of dry utility and the Developer shall coordinate such activities with each utility owner. All costs associated with the undergrounding shall be the sole responsibility of the Developer and no reimbursement will be due from the City. Developer shall submit undergrounding plans.

C.4.15 If at any point during grading that the Developer, its contractor, its engineers, and their respective officials, employees, subcontractor, and/or subconsultant exposes/encounters/uncovers any archeological, historical, or other paleontological findings, the Developer shall address the findings as required per the General Plan Cultural Resource Policy and General Plan EIR; and subsequent Cultural Resource Policy or mitigation in any applicable environmental document.

C.5. Encroachment Permit

All construction activity involving public improvements will require an approved encroachment permit in conjunction with a City Engineer signed improvement plans. Any construction activity involving public improvements without an approved encroachment permit or City Engineer signed improvement plans is prohibited. All public improvements shall be performed and completed in accordance with the recommendation(s) of the Project's Registered Civil Engineer. Prior to the release of an encroachment permit, the Developer shall provide all documents related to said improvements required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

C.5.1. Public Infrastructure Improvement Plans prepared on a twenty-four (24) inch x thirty-six (36) inch size four (4) millimeter thick mylar that incorporate all requirements described in the documents described in these Conditions of Approval, the City's Design Documents as defined in Title 12 of the Tracy Municipal Code. Developer shall use the latest title block and, if necessary, contain a signature block for the Fire Marshal. 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. Developer shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Fire Marshal to submitting the mylars to Engineering Division for City Engineer's signature. The improvement plans shall be prepared to specifically include, but not be limited to, the following items:

C.5.1.a. All existing and proposed utilities such as domestic water line, irrigation service, fire service line, storm drain, and sanitary sewer, including the size and location of the pipes.

C.5.1.b. All supporting engineering calculations, materials information or technical specifications, cost estimate, and technical reports. 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 such as benchmarks.

C.5.1.c. A PDF copy of the Project's approved Geotechnical/Soils Report that was prepared for the grading permit submittal.

C.5.1.d. Storm Water - The Project's on-site storm water drainage connection to the City's storm water system shall be approved by the City Engineer. Drainage calculations for the sizing of the on-site storm drainage system. Improvement Plans to be submitted with the hydrology and storm water.

Storm drainage release point is a location at the boundary of the Project adjacent public right-of-way where storm water leaves the Property, in a storm event and that the Property's on-site storm drainage system fails to function or it is clogged. Site grading shall be designed such that the Project's storm drainage overland

release point will be directly to an adjacent public street with a functional storm drainage system and the existing storm drainage line has adequate capacity to drain storm water from the Property. The storm drainage release point is recommended to be at least 0.70-feet lower than the building finish floor elevation and shall be designed and improved to the satisfaction of the City Engineer.

The Project's permanent storm drainage connection(s) shall be designed and constructed in accordance with City Regulations. The design of the permanent storm drainage connection shall be shown on the Grading and Drainage Plans with calculations for the sizing of the storm drain pipe(s), and shall comply with the applicable requirements of the City's storm water regulations adopted by the City Council in 2012 and any subsequent amendments.

The storm water treatment system shall be located on private property and shall be at least off-set from the right-of-way by one (1) foot.

C.5.1.e. Sanitary Sewer - It is the Developer's responsibility to design and construct the Project's permanent on-site sanitary sewer (sewer) improvements including the Project's sewer connection in accordance with the City's Design Standards, City Regulations and Standard Specifications. Sewer improvements shall include but not limited to, replacing asphalt concrete pavement, reconstructing curb, gutter and sidewalk, restoring pavement marking and striping, and other improvements that are disturbed as a result of installing the Project's permanent sewer connection. Developer shall submit improvement plans that include the design of the sewer line from the Property to the point of connection.

Developer is hereby notified that the City will not provide maintenance of the sewer lateral within the public right-of-way unless the sewer cleanout is located and constructed in conformance with Standard Plans. The City's responsibility to maintain on the sewer lateral is from the wye/onsite sewer manhole at the right-of-way line/property line/wye fitting to the point of connection with the sewer main.

C.5.1.f. Water Distribution - Developer shall design and construct domestic and irrigation water service that comply with the City Regulations. Water line sizing, layout and looping requirements for this Project shall comply with City Regulations. During the construction of the Project, the Developer is responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the Fire Marshal.

Interruption to the water supply to the existing businesses and other users will not be allowed to facilitate construction of improvements related to the Project. Developer shall be responsible for notifying business owner(s) and users, regarding construction work. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business owner(s) at least seventy-two (72) hours before start of work. Prior to starting the work described in this section, the Developer shall submit a Work Plan acceptable to the City that demonstrates no interruptions to the water supply, and Traffic Control Plan to be used during the installation of the off-site water mains and connections.

The Project's water service connections shall use a remote-read (radio-read) master water meter (the water meter to be located within City's right-of-way) and a Reduced Pressure Type back-flow protection device in accordance with City Regulations. The domestic and irrigation water service connection(s) must be completed before the inspection of the building. The location of the meters shall be approved by the City Engineer.

After final inspection of the improvements constructed via an encroachment permit, repair and maintenance of the water service from the water meter to the point of connection with the water distribution main in the street shall be the responsibility of the City. Water service repairs after the water meter is the responsibility of the Developer or individual lot owner(s).

Prior to improvement acceptance, repair and maintenance of all on-site water lines, laterals, sub-water meters, valves, fittings, fire hydrant and appurtenances shall be the responsibility of the Developer or the individual lot owner(s).

All costs associated with the installation of the Project's water connection(s) including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings on existing street or parking area(s) that may be disturbed with the installation of the permanent water connection(s), or domestic water service, and other improvements shall be paid by the Developer.

C.5.1.g. Streets – Developer shall construct the project's frontage improvements. Frontage improvements include but are not limited to the following: curb, gutter, sidewalk, street widening, landscaping, street lighting, undergrounding of overhead utilities and other improvements. All streets and utilities improvements within City right-of-way shall be designed and constructed in accordance with City Regulations, and City's Design Standards including the City's Facilities Master Plan for storm drainage, roadways, wastewater,

and water as adopted, amended, and updated by the City, or as otherwise specifically approved by the City.

In terms of the Project's utility connections, Developer shall use existing utility stubs. If the stubs are not present or additional utility connections are required, the pavement restoration shall conform to C.8.1 of these Conditions.

Along the project frontage, Developer shall landscape and irrigate the existing parkways per current adopted City landscape standards. Landscape and irrigation plans shall be prepared on a 24-inch x 36-inch size 4-millimeter thick mylar that incorporate all requirements described in the documents described in these Conditions of Approval, the City's Design Documents as defined in Title 12 of the Tracy Municipal Code. Developer shall use the latest title block. Said landscape and irrigation plan shall be prepared by a California licensed landscape architect. Developer can either protect-in-place the existing sidewalk and repair any cracked, settled, and/or damaged sidewalk or remove and replace the sidewalk so long as the replacement sidewalk is similar to the current sidewalk, i.e. similar width, meanders, etc. Developer shall also install street trees in the landscaped area between the existing meandering sidewalk and the curb and gutter. On the opposite side of the sidewalk, Developer shall install additional street trees, shrubs, ground cover, and other landscaping as required. The landscaping and irrigation shall conform to MWELO standards. If recommended, Developer shall use structural soil if the street trees' well is narrower than five (5) feet wide. Developer shall also remove existing sign monument and its appurtenances, and any other existing items such as bollards, mailboxes, etc.

C.5.2. Joint Trench Plans and Composite Utility Plans, prepared on a twenty-four (24) inch x thirty-six (36) inch size four (4) millimeter thick mylar for the installation of dry utilities such as electric, gas, TV cable, telephone, and others that will be located within the twenty-four (24) feet wide to forty-six (46) feet wide [the width varies) PUE to be installed to serve the Project. All private utility services to serve Project must be installed underground or relocated to be underground, and to be installed at the location approved by the respective owner(s) of the utilities from the street or an existing or proposed utility easement to the building(s). If necessary, the Developer shall dedicate ten (10) feet wide PUE for access to these new utilities for re-installation, replacement, repair, and maintenance work to be performed by the respective utility owner(s) in the future.

C.5.3. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans. The cost estimate shall show the cost of designing the public improvements.

Payment of applicable fees required by these Conditions of Approval and City Regulations, including but not limited to, plan checking, grading and

encroachment permits and agreement processing, construction inspection, and testing fees. The engineering review fees will be calculated based on the fee rate adopted by the City Council on September 2, 2014, per Resolution 2014-141 and on May 16, 2017, per Resolution 2017-098. Developer shall submit payment in the form of a check for the aforementioned fees.

C.5.4. Traffic Control Plan - Prior to starting the work for any work within City's right-of-way, the Developer shall submit a Traffic Control Plan (TCP). TCP can be split among the different construction phases. TCP will show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. TCP shall conform to the Manual on Uniform Traffic Control Devices as amended by the State of California, latest edition (MUTCD-CA). TCP shall be prepared under the supervision of, signed and stamped by a Registered Civil Engineer or Registered Traffic Engineer.

Access and Traffic Circulation to Existing Businesses/Residents - Developer shall take all steps necessary to plan and construct site improvements such that construction operations do not impact safety and access (including emergency vehicles) to the existing businesses and residents throughout the duration of construction. Developer shall coordinate with the owners and cooperate to minimize impacts on existing businesses. All costs of measures needed to provide safe and functional access shall be borne by the Developer.

C.5.5. No street trench shall be left open, uncovered, and/or unprotected during night hours and when the Developer's contractor is not performing construction activities. Appropriate signs and barricades shall be installed on the street and on all trenches during such times. If the Developer or its contractor elects to use steel plates to cover street trenches, said steel plates will be skid-resistance, and shall be ramped on all sides. Ramps will be a minimum two-foot wide and will run the entire length of each side.

C.5.6. If at any point during utility installation or construction in general that the Developer, its contractor, its engineers, and their respective officials, employees, subcontractor, and/or subconsultant exposes/encounters/uncovers any archeological, historical, or other paleontological findings, the Developer shall address the findings as required per the General Plan Cultural Resource Policy and General Plan EIR; and subsequent Cultural Resource Policy or mitigation in any applicable environmental document.

C.5.7 RESERVED

C.5.8 Off-site Public Improvements - Prior to the Developer commencing construction of off-site public improvements, Developer, if required, shall possess a fully executed Encroachment Permit. Developer shall also complete all of the following requirements to the satisfaction of the City Engineer:

Developer has received City signed improvement plans.

Developer has paid all required processing fees including plan check and inspection fees.

Improvement Security - Developer shall provide improvement security for all public facilities, as required by the Improvement Agreement. The form of the improvement security may be a bond, or other form in accordance with the Government Code, and the TMC. The amount of the improvement security shall be in accordance with Title 12 of the TMC.

Insurance – Developer shall provide written evidence of insurance coverage that meets the terms of the Improvement Agreement.

C.6. Building Permit

Prior to the release of a building permit within Project boundaries, the Developer shall demonstrate, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

C.6.1 Developer has completed all requirements set forth in Condition C.1, through C.5, above.

C.6.2 Developer pays the applicable development impact fees as required in the TMC, these Conditions of Approval, and City Regulations.

C.6.3 RESERVED

C.6.4 Developer has completed all requirements set forth Condition C.8

C.7 Acceptance of Public Improvements

Prior to the consideration of City Council's acceptance of public improvements, the Developer shall demonstrate to the reasonable satisfaction of the City Engineer, completion of the following:

C.7.1 Developer has satisfied all the requirements set forth in these Conditions of Approval.

C.7.2 Developer submitted the Storm water Treatment Facilities Maintenance Agreement (STFMA) to the Utilities Department.

C.7.3 Developer has satisfactory completed construction of all required/conditioned improvements. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Developer shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to serve the Project, and the Developer shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.7.4 Certified "As-Built" Improvement Plans (or Record Drawings). Upon completion of the construction by the Developer, the City, at its sole discretion, temporarily release the original mylars of the Improvement Plans to the Developer so that the Developer will be able to document revisions to show the "As-Built" configuration of all improvements.

C.7.5 Developer shall be responsible for any repairs or reconstruction of street pavement, curb, gutter and sidewalk and other public improvements along the frontage of the Project, if determined by the City Engineer to be in poor condition or damaged by construction activities related to the Project.

C.7.6 Developer has completed the ninety (90) day public landscaping maintenance period.

C.7.7 Per Section 21107.5 of the California Vehicle Code, Developer shall install signs at all entrance(s) of the Project stating that the streets are privately owned and maintained and are not subject to the public traffic regulations or control. Said signs must be conspicuously placed, plainly visible, and legible during daylight hours from a distance of one hundred (100) feet.

C.7.8 Survey Monuments – Any altered, damaged, or destroyed survey monuments and/or benchmarks shall be re-established. Developer shall submit centerline tie sheets or a record of survey for the following: new public streets; re-established survey monuments, and/or benchmarks. If the Developer destroyed, altered, and/or reconstructed any existing curb returns, Developer shall also submit corner records. Any survey document will be submitted the City and to the San Joaquin County Surveyor to comply with California Business and Professions Code Section 8771(c). Said work shall be executed by a California licensed Land Surveyor at the Developer's sole expense.

C.8 Special Conditions

C.8.1 When street cuts are made for the installation of utilities, the Developer shall conform to Section 3.14 of the 2020 Design Standards and is required install a two (2) inch thick asphalt concrete (AC) overlay with reinforcing fabric at least twenty-five (25) feet from all sides of each utility trench. A two (2) inch deep grind on the existing AC pavement will be required where the AC overlay will be applied and shall be uniform thickness in order to maintain current pavement grades, cross and longitudinal slopes. This pavement repair requirement is when cuts/trenches are perpendicular and parallel to the street's direction.

C.8.2 Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or other public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the improvement plans, prior to the City Engineer's signature on the improvement plans, and prior to issuance of Grading Permit, Encroachment Permit, Building Permit, if the City Engineer finds it necessary due to public health

and safety reasons, and it is in the best interest of the City. The Developer shall bear all the cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

C.8.3 Prior to the release of the Grading Permit, if water is required for the project, the Developer shall obtain an account for the water service and register the water meter with the Finance Department. Developer shall pay all fees associated with obtaining the account number for the water service.

C.8.4 Prior to the release of the Certificate of Occupancy, Developer shall obtain an account for the water service to the Project and register the water meter with the Finance Department. Developer shall prepare and submit a map depicting the location of the water meter on a 8.5-inch X 11-inch sheet to Finance Department.

C.8.5 Prior to the release of the Grading Permit, if required, Developer shall design or purchase and then construct or install a storm water treatment device and shall be located entirely within private property. Said installation shall be in a manner that does not impose any additional downstream maintenance burdens to the City. Said design and construction methods shall be to the satisfaction of the City Engineer.

D. Utilities Department, Water Resources Division Conditions

Contact: Stephanie Hiestand (209) 831-6333 stephanie.hiestand@cityoftracy.org

D.1. Compliance with Codes. Before the approval of a grading or building permit, the applicant shall demonstrate compliance with Tracy Municipal Code Chapter 11.34 Stormwater Management and Discharge Control and Chapter 11.28 Water Management and with the California Green Building Standards Code Chapter 4 for Residential occupancies. A Stormwater Pollution Prevention Plan (SWPPP) and WDID number will be required prior to a grading permit issuance.

D.2. Stormwater Quality. Before the approval of a grading or building permit, the applicant shall demonstrate compliance with the Multi-Agency Post-Construction Stormwater Standards (MAPCSWS) adopted July 1, 2015, and obtain approval of an electronically submitted Project Stormwater Plan (PSP) including an operations and maintenance plan from the Water Resources Division in the Utilities Department. The plans shall clearly call out the approximate location and type of stormwater post-construction treatment on a separate Stormwater page, as well as state, "I agree to comply with the requirements of the 2015 Multi-Agency Post-Construction Stormwater Standards and shall submit a complete Project Stormwater Plan to the Water Resources Division of the Utilities Department for approval" to the satisfaction of the Utilities Director. Prior to final inspection for occupancy, the applicant shall have completed the Stormwater Access and Maintenance Agreement for final approval and recording.

D.3. Landscape plans. Before the approval of a building permit, the applicant shall submit detailed landscape and irrigation plans that demonstrate compliance with the Water

Efficient Landscape Ordinance to the satisfaction of the Utilities Director by submitting electronically for approval a partial landscape document package that includes all but the soils management report and Certificate of Completion. The plans shall include a preliminary landscape and irrigation design as well as state, "I agree to comply with the requirements of the Water Efficient Landscape Ordinance and shall submit a complete Landscape Documentation Package with construction documents" on said page. The applicant shall also submit an owner signed Project Information Sheet to the Utilities Department. Prior to final inspection for occupancy, the applicant shall electronically submit a complete Landscape Document Package for final approval.

E. Development Services Department, Building & Fire Safety Conditions

Contact: Chrystle Takehara (209) 831-6486 chrystle.takehara@cityoftracy.org

E.1. At time of building permit submittal, applicant to clearly identify proposed anticipated occupancy and use (I2.1 for Ambulatory Health Facility for 6 or more patients) for areas to comply with applicable requirements in CBC 422, CBC1226 and CBC 1224 for OSHPD 3.

E.2. At time of building permit submittal, applicant to clarify where addressing will be provided to meet requirements of Tracy Municipal Code for addressing. If a 3rd tenant is provided in the triangular area, the addressing must be visible along Orchard Parkway for emergency vehicles to respond.

E.3. At time of building permit submittal, applicant to provide illumination along the path of travel for the exit discharge from each exit to the public way as per 1008.2. The means of egress illumination level shall be not less than 1 footcandle.

E.4. At time of building permit submittal, applicant to specify the number of control areas, types of hazardous materials, maximum amount of storage of hazardous materials and storage methods meet CBC Table 307.1 and CBC Section 406.8.

E.5. At time of building permit submittal, applicant to update and provide analysis for CalGreen requirements to match current CalGreen requirements for cold dark shell. Provided version references the 2013 codes. Provide commissioning for new buildings 10,000 square feet and over as per CalGreen 5.410 for phased projects per 303.1 for building components and systems considered to be new construction such as the HVAC equipment.

E.6. At time of building permit submittal, applicant to provide an accessible path of travel as per 11B-202.4 to all accessible facilities on site, including the accessible trash enclosure. Also, per sheet E1.0, the property line extends beyond what was shown in A1.1.

E.7. At time of building permit submittal, applicant to show shared use access agreements for utilities.

E.8. At time of building permit submittal, applicant to provide calculation for new proposed gas line, including existing connections to existing building B, facilities, and equipment.

E.9. At time of building permit submittal, applicant to indicate PG&E easement for transformer due to proposed location within the property.

E.10. At time of building permit submittal, applicant shall show the passenger drop-off and loading meet requirements of CBC 11B-503.4. Section B indicates a gutter along the passenger drop-off and loading zone. This area should be restricted to a 1:48 slope.

E.11. Applicant shall submit a building permit application along with all pertinent construction documents such as plans, specifications, and/or calculations to the Building Safety Division prior to the construction of Type II Construction building shell for one-story 10,000 SF Medical Office Building. Construction documents shall conform to the Title 24 California Code of Regulations edition effective on the date of application for a building permit.

F. South San Joaquin County Fire Authority Conditions

Contact: Courtney Wood (209) 831-6700 courtney.wood@sjcfire.org

F.1. Prior to construction, applicant shall submit construction documents to the South San Joaquin County Fire Authority (SSJCFA) for review and approval.
   a. Construction documents shall be designed to the current edition of the California Code of Regulations, Title 24, as amended by the City of Tracy Municipal Code.
   b. Construction documents shall list South San Joaquin County Fire Authority as the local fire district, in lieu of City of Tracy.
   c. Deferred submittals shall be listed on the coversheet of each page. Each deferred submittal shall be submitted, reviewed and approved by SSJCFA prior to installation.
      i. Fire Sprinklers
      ii. Fire Alarm
      iii. Underground Fire Service
   d. Indicate on the construction plans if fire sprinklers are proposed. If proposed, the following items will be required:
      i. A request for fire flow shall be submitted to the South San Joaquin County Fire Authority and results shall be approved by the Fire Marshal prior to construction. Fire flow requirements shall be in accordance with CFC Appendix B.
      ii. Fire protection water supply must be submitted separately from construction permit. All piping and installation shall be in accordance with CFC §507 & NFPA standards. Approval of grading and/or on-site improvements does not grant installation of underground fire service.
      iii. Fire sprinklers shall be designed by a licensed fire protection contractor or engineer. Hydraulic calculations, specifications and plans shall be submitted for review and approval prior to installation of the fire sprinklers.

F.2. Construction applications received by our offices are subject to the current fee schedule for South San Joaquin County Fire Authority.

a. Application processing fees and minimum plan review fees are due at time of submittal of construction documents.
b. Additional plan review fees, minimum inspection fees and administrative fees are calculated on approval of project and shall be paid prior to issuance of permit.
c. Permit holder is responsible for any additional inspection fees incurred, and shall be paid prior to final inspection.

F.3. Prior to occupancy of each new business, the tenant shall contact South San Joaquin County Fire Authority for a new business inspection. Additional fees may be required for New Business, Annual and Operational Fire Permits. All fees shall be paid prior to approval of inspections.

F.4. Prior to construction, all-weather fire apparatus access roads shall be installed. Fire apparatus access roads during construction shall have a minimum 20' unobstructed width in accordance with CFC §503.

F.5. All hydrants shall be installed, inspected and tested prior to bringing combustible materials onsite, including storage.

F.6. Knox boxes shall be required. Each tenant shall have keys placed in the key box. The operator of the building shall immediately notify the Fire Authority and provide the new key where a lock is changed or rekeyed. The key to such shall be secured in the key box.

F.7. Building and each tenant space shall be provided with approved address identification in accordance with CFC §505.

F.8. Prior to final inspection, emergency radio responder coverage shall be tested to confirm coverage areas. It is beneficial for the applicant to conduct testing at foundation as retrofitting for the conduit is costly. If coverage is inadequate, a separate permit for emergency radio responder coverage shall be submitted to SSJCFA for review and approval prior to installation.
Additional improvements may warrant additional testing to be performed. Testing shall be the determination of the fire code official.

EXHIBIT C: AUTHORIZED REPRESENTATIVE

Initial Contact Information for Developer's Authorized Representative:

Nord Sandstrom
Genesis KC Development, LLC. c/o legal department
2000 16th Street
Denver, CO 80202
720-631-2100
nsandstrom@davita.com

EXHIBIT D: LEGAL DESCRIPTION

Legal Description

The Land referred to herein below is situated in the City of Tracy, County of San Joaquin, State of California, and is described as follows:

PARCEL ONE:

PARCEL 1 AS SHOWN UPON THAT CERTAIN PARCEL MAP FILED FOR RECORD DECEMBER 19, 2012 IN BOOK 25 OF PARCEL MAPS, PAGE 156, SAN JOAQUIN COUNTY RECORDS.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET BENEATH THE SURFACE OF SAID LAND, WITHOUT THE RIGHT OF SURFACE ENTRY.

PARCEL TWO:

SUCH RIGHTS AND EASEMENTS FOR ACCESS, INGRESS, EGRESS, PARKING, UTILITIES AND DRAINAGE PURPOSES AND APPURTENANCES THERETO ALL AS BEING MORE PARTICULARLY DESCRIBED AND DEFINED IN THAT CERTAIN "RECIPROCAL EASEMENT AGREEMENT", DATED MARCH 1, 2006, EXECUTED BY AND BETWEEN TRIAD TRACY I L.P., A CALIFORNIA LIMITED PARTNERSHIP AND PATRICIA POMBO, ET AL, RECORDED MAY 16, 2006 AS INSTRUMENT NO. 2006-105918, SAN JOAQUIN COUNTY RECORDS AND "EASEMENT AGREEMENT", DATED MARCH 1, 2006, EXECUTED BY AND BETWEEN TRIAD TRACY I, L.P., A CALIFORNIA LIMITED PARTNERSHIP AND PATRICIA POMBO, ET AL, RECORDED SEPTEMBER 26, 2006 AS INSTRUMENT NO. 2006-203835, SAN JOAQUIN COUNTY RECORDS AND IN THAT CERTAIN "DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND RECIPROCAL EASEMENTS" RECORDED SEPTEMBER 26, 2006 AS INSTRUMENT NO. 2006-203838, SAN JOAQUIN COUNTY RECORDS.

PARCEL THREE:

THOSE CERTAIN RIGHTS AND NON-EXCLUSIVE PERPETUAL EASEMENTS AS DESCRIBED IN THAT CERTAIN RECIPROCAL PARKING AGREEMENT DATED SEPTEMBER 21, 2006 AND RECORDED OCTOBER 2, 2006 AS INSTRUMENT NO. 2006-208390, SAN JOAQUIN COUNTY RECORDS.

For conveyancing purposes only: APN 238-190-230-000

December 19, 2023

Agenda Item 1.D

RECOMMENDATION

Staff recommends that the City Council waive the second reading and adopt an Ordinance amending Section 4.16.030 of the Tracy Municipal Code to amend the Definitions to include "Sensitive Areas" that consist of designated parks and a 1000-foot buffer around such parks.

EXECUTIVE SUMMARY

The proposed Ordinance (Attachment A) will be amending Section 4.16.030 of the Tracy Municipal Code to amend the Definitions to include "Sensitive Areas" that consist of designated parks and a 1000-foot buffer around such parks. The City Council conducted a first reading of the Ordinance at its meeting on December 5, 2023.

BACKGROUND AND LEGISLATIVE HISTORY

On September 6, 2022 Council approved Ordinance no. 1332. This ordinance added provisions to TMC Chapter 5.12 restricting camping and personal property storage in public areas (see TMC § 5.12.200; 5.12.210) and defined "Public Area" to mean, "all property that is owned, managed, or maintained by the City and shall include, but not be limited to, any park, street, parking lot, median strip, sidewalk, building, or structure;" (TMC § 5.12.010). TMC § 5.12.200(b)(5) specifically prohibits occupying "a camp car and/or trailer or erect and/or occupy a tent within (1,000) feet of any public building, park playground, homeless shelter facility, school, day care center, recreational facility, or sports field."

Ordinance No. 1332 also amended TMC Chapter 4.16 concerning regulations of parks and public areas and facilities, including prohibiting park use from 10:00 p.m. - 6:00 a.m. TMC § 5.12.200 broadly prohibits certain types of camping uses in "Public Areas" and establishes a baseline for enforcement. While this Code section generally references "parks" in subsection (b)(5), it does not specify particular parks warranting heightened protection or why such public assets merit heightened protection from conflicting uses. More specifically, this Code section does not expressly identify, restrict, or prohibit additional uses that conflict with "Sensitive Areas." Under TMC § 4.16.030, *"Park"* is broadly defined as "all City parks, community buildings and grounds, athletic facilities, open space areas and other grounds and facilities owned or operated by the City for park, recreation or open space purposes."

ANALYSIS

While the Code provides certain enforcement tools for the City to regulate the City's public facilities, staff proposes that an additional tool utilized in other cities across the State be considered: designation of the categories of parks described in the Parks, Recreation, and Trails Master Plan as "sensitive areas" in the TMC. The ultimate policy objective is to protect these designated "sensitive areas" from conflicting uses that pose a risk to the health and safety of the youth for which these areas are primarily designed. This policy goal is based on long standing legal precepts and laws codified in various California statutes. Through these California statutes, the State legislature has recognized the importance of regulating certain

activities strictly at or near sensitive areas, so as to protect such sensitive areas most effectively. Some of the sensitive areas recognized under California law are environmentally sensitive habitat areas, schools, day cares, playgrounds, and other primarily youth areas. Some of the activities that are strictly regulated by California law at or near such sensitive areas are firearms, tobacco, cannabis, and alcohol.

FISCAL IMPACT

This item has no direct impact to the City's budget. There are undetermined costs and staff time associated with enforcement of the proposed amendment, which will be absorbed within the existing operating budgets.

COORDINATION

The City Manager's Office, City Attorney's Office, Police Department, and Parks and Recreation Department all collaborated on this agenda item.

CEQA DETERMINATION

This item is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., 'CEQA') and CEQA regulations (14 California Code of Regulations §§ 15000, et seq.; 'CEQA Guidelines") in that it is not a "project" for purposes of CEQA (as defined by CEQA Guidelines §15378). Specifically, this item proposes an organizational or administrative activity that will not result in a direct or indirect physical change in the environment (CEQA Guidelines §§15378(b)(5)). Further, even if this item was deemed a "project," and therefore subject to CEQA, the item would be exempt as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (CEQA Guidelines §15061(b)(3)).

STRATEGIC PLAN

This agenda item is consistent with the City Council's adopted Public Safety and Quality of Life strategies.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council waive the second reading and adopt an Ordinance amending Section 4.16.030 of the Tracy Municipal Code to amend the Definitions to include "Sensitive Areas" that consist of designated parks and a 1000-foot buffer around such parks.

Prepared by: Necy Lopez, Deputy City Clerk

Reviewed by: Brian MacDonald, Interim Assistant City Manager
Bijal M. Patel, City Attorney

Approved by: Midori Lichtwardt, Interim City Manager

Attachment A: Ordinance amending Section 4.16.030 of the Tracy Municipal Code

Attachment A

APPROVED AS TO FORM AND LEGALITY

_____

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

ORDINANCE NO. _____

AMENDING SECTION 4.16.030 OF THE TRACY MUNICIPAL CODE TO AMEND THE DEFINITIONS TO INCLUDE "SENSITIVE AREAS" CONSISTING OF DESIGNATED PARKS AND A 1000-FOOT BUFFER AROUND SUCH PARKS

WHEREAS, the City of Tracy (City) owns and/or controls extensive public assets within its jurisdictional limits; and

WHEREAS, the City Council, as the legislative body of the City of Tracy, has established, pursuant to its police powers and as reflected in the Tracy Municipal Code (TMC), rules and procedures for all residents to safely utilize and enjoy, as appropriate, such City assets; and

WHEREAS, On January 3, 2017, to specifically address ongoing issues occurring in parks and other public areas, the City Council adopted Ordinance 1229 amending Tracy Municipal Code (TMC) Section 4.16.180 – Unlawful Acts in Parks and Public Areas, delineating numerous prohibited activities in parks and public areas, including, but not limited to: storage of personal items, dumping garbage, open fires, alcohol use, and urination/defecation; and

WHEREAS, notwithstanding the adoption of Ordinance 1229, unpermitted activities within the City's parks and public areas continued to pose significant health and safety hazards to the residents of the City, and in particular, the youth; and

WHEREAS, in response to public concerns and City Council direction, staff provided an informational report to the City Council on May 17, 2022, regarding proposed amendments to TMC Chapter 5.12 (Camp Cars and Trailers) and TMC Chapter 4.16 (Use of Parks and Public Areas) that would further clarify prohibited acts in parks and public areas and strengthen the City's enforcement authority with respect to such acts; and

WHEREAS, staff presented a proposed Omnibus Ordinance effectuating the proposed amendments at the August 4, 2022, Parks and Community Services Commission meeting and at the August 22, 2022, Homelessness Advisory Committee meeting; and

WHEREAS, staff incorporated comments received and presented the proposed Omnibus Ordinance to the City Council on September 6, 2022, which the City Council adopted as Ordinance No. 1332; and

WHEREAS, notwithstanding the adoption of Ordinance 1332, the City's parks continue to be utilized for unpermitted activities, including camping and sleeping, that create unsafe and unsanitary conditions for the youth population of the City, who primarily utilize these parks; and

WHEREAS, the ongoing unpermitted activities also cause environmental degradation of the soils, waters and walkways of the parks; and

WHEREAS, various California statutes, under differing legal precepts and rights, have recognized the importance of regulating certain activities strictly at or near sensitive areas, so as to protect such sensitive areas most effectively; and

WHEREAS, some of the sensitive areas recognized under California law are environmentally sensitive habitat areas, schools, day cares, playgrounds, and other primarily youth areas; and

WHEREAS, some of the activities that are strictly regulated by California law at or near such sensitive areas are firearms, tobacco, cannabis, and alcohol; and

WHEREAS, cities across the State are actively taking steps to protect sensitive areas against unpermitted camping and sleeping; and

WHEREAS, based on the legal precepts and rights already codified in State law and to be further codified by future laws, staff proposes that the City Council amend Chapter 4.16 of the TMC to expressly define "sensitive areas" as certain "parks" within the City, so as to enable such public assets to be safely utilized by youth; and

WHEREAS, under TMC § 4.16.030, a "Park" is broadly defined as, "all City parks, community buildings and grounds, athletic facilities, open space areas and other grounds and facilities owned or operated by the City for park, recreation or open space purposes"; and

WHEREAS, on November 2, 2023, staff presented at the Parks and Community Services Commission (Commission) meeting, a proposal to designate a defined subcategory of "parks" and a 1,000-foot radius around such parks as "sensitive areas"; and

WHEREAS, the subcategory of parks consists of the subcategories of current and future planned City parks, including sports complexes, special use parks, community parks, neighborhood parks, linear parks and mini parks, totaling approximately 81 City parks, that are specifically described in the Parks, Recreation, and Trails Master Plan (Parks Master Plan) adopted by the City Council on October 4, 2022 (Resolution 2022-150), as follows:

(1) Neighborhood parks: Medium-sized parks that provide recreation opportunities within walking or biking distance for residents in one or more neighborhoods;

(2) Linear parks: A linear park provides trails and other recreational opportunities, allows for uninterrupted and safe pedestrian and bicycle movement throughout the community, and protects open space corridors;

(3) Community parks: large parks that provide opportunities for community-scale facilities to serve a substantial portion of the City;

(4) Sports complexes: Sports complexes are parks that are primarily devoted to sports fields, play courts, and other facilities for organized athletics;

(5) Mini parks: Mini parks are small-sized parks that provide basic recreation amenities for nearby residents in a specific neighborhood or subdivision; they create locally desired amenities and achieve the goals for all parks in this master plan, including comfort, inclusivity, maintenance, and sustainability;

(6) Special use parks**:** Special use parks are designed around a specialized facility or site use, such as an aquatic center or indoor recreation /community center, or to create a unique experience, such as a nature park or a downtown plaza;

WHEREAS, the Commission, passed with a 4-0-0 vote, staff's proposal and recommended that it be presented to the City Council for consideration and adoption; and

WHEREAS, so designating such areas as "sensitive areas" will enable the City to more effectively enforce against competing and prohibited uses that hinder or prevent safe use by youth; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TRACY DOES ORDAIN AS FOLLOWS:

SECTION 1. Incorporation of Recitals/Findings. The City Council finds and determines the foregoing recitals are true and correct and are hereby incorporated herein as findings and determinations of the City.

SECTION 2. Amendment of Section 4.16.030– Definitions. Section 4.16.030 of the Tracy Municipal Code is hereby amended by as set forth in the attached Exhibit 1

SECTION 3. CEQA Determination. The City Council finds that this Ordinance is categorically exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15061(B)(3) pertaining to activities that do not have the potential for causing a significant effect on the environment.

SECTION 4. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Chapter. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional.

SECTION 5. Effective Date. This ordinance shall become effective upon the thirtieth (30th) day after final adoption.

SECTION 6. Publication. The City Clerk is directed to publish this ordinance in a manner required by law.

SECTION 7. Codification. This Ordinance shall be codified in the Tracy Municipal Code.

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

The foregoing Ordinance _____ was introduced at a regular meeting of the Tracy City Council on the 5th day of December 2023, and finally adopted on the __ day of_____, 202__, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTENTION: COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of
the City of Tracy, California

Date of Attestation: _____

NOTICE AND DIGEST

AN ORDINANCE AMENDING SECTION 4.16.030 OF THE TRACY MUNICIPAL CODE TO AMEND THE DEFINITIONS TO INCLUDE "SENSITIVE AREAS" CONSISTING OF DESIGNATED PARKS AND A 1000-FOOT BUFFER AROUND SUCH PARKS

This Ordinance amends Section 4.16.030 of the Tracy Municipal Code to amend the Definitions to include "sensitive areas" consisting of designated parks and a 1000-foot buffer around such parks to more effectively enforce against unpermitted uses. This Ordinance emphasizes the importance of protecting designated Parks where youth-oriented activities and amenities are located against unpermitted activities.

EXHIBIT 1

Chapter 4.16.030 (Definitions) is hereby amended as follows:

1) **Amending the following definition to include the new language, as shown with underlining:**

"Park" means all City parks, Sensitive Areas, community buildings and grounds, athletic facilities, open space areas and other grounds and facilities owned or operated by the City for park, recreation or open space purposes

2) **Adding the following new definition, as shown with underlining:**

"Sensitive Area" means a 1,000-foot radius surrounding any City Park falling into one or more of the following categories, as set forth in the Parks Master Plan (which may be amended from time to time):

(1) Neighborhood parks: Medium-sized parks that provide recreation opportunities within walking or biking distance for residents in one or more neighborhoods;

(2) Linear parks: A linear park provides trails and other recreational opportunities, allows for uninterrupted and safe pedestrian and bicycle movement throughout the community, and protects open space corridors;

(3) Community parks: Large parks that provide opportunities for community-scale facilities to serve a substantial portion of the City;

(4) Sports complexes: Sports complexes are parks that are primarily devoted to sports fields, play courts, and other facilities for organized athletics;

(5) Mini parks, page: Mini parks are small-sized parks that provide basic recreation amenities for nearby residents in a specific neighborhood or subdivision;

(6) Special use parks**:** Special use parks are designed around a specialized facility or site use, such as an aquatic center or indoor recreation /community center, or to create a unique experience, such as a nature park or a downtown plaza.

December 19, 2023

Agenda Item 1.E

RECOMMENDATION

Staff recommends that the City Council waive the second reading and adopt an Ordinance amending sections 10.08.3196(b) and (d) of the Tracy Municipal Code to expand the definition of youth center and to establish buffers between proposed cannabis uses and (a) sensitive uses and (b) existing cannabis uses.

EXECUTIVE SUMMARY

The proposed Ordinance (Attachment A) will be amending Tracy Municipal Code § 10.08.3196(b) and (d) to expand the definition of youth center and to establish buffers between proposed cannabis uses and (a) sensitive uses and (b) existing cannabis uses. The City Council conducted a first reading of the Ordinance at its meeting on December 5, 2023.

BACKGROUND AND LEGISLATIVE HISTORY

As cannabis businesses have obtained their Cannabis Business Permits and Conditional Use Permits prior to operation, portions of the zoning code regulations regarding locations of dispensaries as well as the definition of youth centers were questioned by residents, Planning Commission and City Council. Upon researching other cities, Planning Commission considered a staff recommendation of the revised zoning ordinance, recommending City Council approval of said ordinance, which included the following changes:

- A revised definition of “youth centers” that excludes the exception that existed for businesses that provide services primarily to children (such as dance studios, martial arts studios, and music schools whose clientele is more than 50% children). The new definition would now include those uses in the definition of “youth centers”, thereby making the available locations for cannabis retailers more restrictive.
- A buffer of 600 feet from cannabis businesses to sensitive uses
- A buffer of 600 feet between cannabis uses
- A 50-foot distance to residential zones and land uses

ANALYSIS

The proposed ordinance would amend TMC § 10.08.3196(b) and (d) to effect the following changes: change the definition of “youth center,” under § 10.08.3196(b)(6) as it relates to cannabis uses, to include additional land uses as sensitive uses; require a minimum distance between cannabis storefront retailers; require that buildings containing cannabis retailers be located at least 50 feet from property zoned for residential uses; and include a 600-foot buffer between storefront retail dispensaries.

The change of the definition of “youth center” under § 10.08.3196(b)(6) as it relates to Cannabis Retail Uses, will not affect the definition of “youth center” as it relates to Tobacco Retail Uses § 10.08.3194(b)(8). Comparatively, the definition “youth center” and protections for youth-related activities under § 10.08.3196(b)(6) as it relates to Cannabis Retail Uses is more restrictive than that for Tobacco retail.

Unlike the Tobacco Retail definition, a “Youth Center” in the context of Cannabis Retail permit review, may include the following categories: any private gym, martial arts, yoga, ballet, music, art studio or similar studio of this nature, nor shall it include any athletic training facility, pizza parlor, dentist office, doctor’s office primarily serving children or a location which is primarily utilized as an administrative office or facility for youth programs or organizations. In addition, “Youth Center” in the context of Cannabis Retail permit review, also includes youth-focused instructional facilities, such as dance studios, martial arts studios, music studios or other recreational facilities that cater primarily to children (where the programming/schedule has more than 50 percent of their classes structured for children under the age of 18).

Any proposed amendments to TMC § 10.08.3196 would apply to applicants/businesses that have not yet been permitted through the Conditional Use Permit process as of the effective date of the implementing ordinance.

FISCAL IMPACT

Applicants for both Cannabis Business Permits and Conditional Use Permits are required to pay application processing fees. Additionally, revenues from operating cannabis business would accrue to the City in accordance with locally established tax rates and from the individual Community Benefit Agreements for each operator.

PUBLIC OUTREACH / INTEREST

Interested parties and applicants were notified of this hearing. To date, there have been numerous meetings, workshops, and hearings to create the cannabis program in Tracy.

COORDINATION

Coordinated effort with the Police Department, City Attorney’s Office, and the Development Services Department.

CEQA DETERMINATION

CEQA Guidelines Section 15061(b)(3) is the “common sense exemption that CEQA only applies to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.” In this case, the action at hand is a zone text amendment, establishing a new definition of youth centers as they relate to cannabis, and/or modifying the possible allowable locations for cannabis businesses, by way of changing buffer zone requirements for such businesses. The change in code language itself does not have the possibility of causing a significant effect to the environment. When any future cannabis business Conditional Use Permit applications are reviewed, the appropriate site-specific CEQA analyses will be completed for each individual application.

STRATEGIC PLAN

This agenda item supports the City of Tracy’s Quality of Life Strategic 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.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council waive the second reading and adopt an Ordinance amending sections 10.08.3196(b) and (d) of the Tracy Municipal Code to expand the definition of youth center and to establish buffers between proposed cannabis uses and (a) sensitive uses and (b) existing cannabis uses.

Prepared by: Necy Lopez, Deputy City Clerk

Reviewed by: Brian MacDonald, Interim Assistant City Manager
Bijal M. Patel, City Attorney

Approved by: Midori Lichtwardt, Interim City Manager

Attachment A: Ordinance amending Section 10.08.3196(b) and (d) of the Tracy Municipal Code

Attachment **A**

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

ORDINANCE NO. _____

---

1) DETERMINING THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3), AND 2) AMENDING SECTIONS 10.08.3196(B) AND (D) OF THE TRACY MUNICIPAL CODE TO EXPAND THE DEFINITION OF YOUTH CENTER AND TO ESTABLISH BUFFERS BETWEEN CANNABIS USES AND (A) SENSITIVE USES AND (B) RESIDENTIAL USES.

WHEREAS, the Tracy Municipal Code (TMC) Section 10.08.3196, Cannabis Uses, establishes zoning regulations for commercial and personal cannabis activity in the City of Tracy (City); and

WHEREAS, TMC Section 10.08.3196(b) establishes relevant definitions for the purposes of regulating cannabis business locations and requires cannabis establishments to obtain a conditional use permit (CUP); and

WHEREAS, TMC Section 10.08.3196(b)(6) defines "youth center" as "any public or private facility that is primarily used to host recreational or social activities for minors, including but not limited to: private youth membership organizations or clubs, social service teenage club facilities, video arcades where ten (10) or more video games or game machines or devices are operated, and where minors are legally permitted to accept services, or similar amusement park facilities"; and it also includes a park, playground or recreational area specifically designed to be used by children which has play equipment installed, including public grounds designed for athletic activities such as baseball, softball, soccer, or basketball or any similar facility located on a public or private school grounds, or in City, county, or state parks; and it does not include any private gym, martial arts, yoga, ballet, music, art studio or similar studio of this nature, nor shall it include any athletic training facility, pizza parlor, dentist office, doctor's office primarily serving children or a location which is primarily utilized as an administrative office or facility for youth programs or organizations; and

WHEREAS, TMC Section 10.08.3196(d) establishes location requirements for commercial cannabis uses; and

WHEREAS, on September 19, 2017, the City Council adopted Ordinance 1240 prohibiting outdoor cultivation, commercial cultivation and manufacturing, and sales and delivery of cannabis; and

WHEREAS, on July 25, 2018, the Planning Commission recommended that the City Council adopt an ordinance amending the TMC Section 10.08.3196 to allow up to two medical cannabis non-storefront (delivery only) dispensaries to operate in the City's industrial zones; and

WHEREAS, on September 18, 2018, the proposed ordinance amending TMC Section 10.08.3196 to allow up to two medical cannabis non-storefront (delivery only) dispensaries to operate in the City's industrial zones was presented to the City Council for discussion; and

WHEREAS, on February 5, 2019, the City Council directed staff to draft an ordinance amending TMC Section 10.08.3196 to allow up to two storefront dispensaries with the possibility of increasing the number of dispensaries to three to operate in the City's industrial zones and possibly commercial zones; and

WHEREAS, on September 3, 2019, the City Council directed staff to draft an ordinance amending the TMC Section 10.08.3196 to allow up to four storefront dispensaries; and

WHEREAS, on December 3, 2019, City Council adopted Ordinance 1278 amending TMC Section 10.08.3196 to allow up to four storefront dispensaries; and

WHEREAS, on December 3, 2019, the City Council also adopted Ordinance 1277 (codified as TMC Chapter 6.36) establishing permitting regulations for commercial cannabis activity in the City of Tracy (City), which regulations require applicants to obtain a Cannabis Business Permit; and

WHEREAS, on January 21, 2020, April 21, 2020, May 19, 2020, June 2, 2020, July 7, 2020, July 21, 2020, the City Council met to discuss the cannabis business permit guidelines and procedures which included adopting Ordinance 1293 to amend Chapter 6.36 of the TMC with regards to cannabis cultivation permit requirements, and adoption of Resolution 2020-137 to finalize and adopt the Cannabis Business Permit Application Procedures and Guidelines; and

WHEREAS, on September 7, 2021, the City Council directed staff to prepare an ordinance amending the cannabis regulations so as to allow one storefront retailer (dispensary) per 10,000 population; and

WHEREAS, on October 19, 2021, the City Council adopted Ordinance 1318 amending the cannabis regulations so as to allow one storefront retailer (dispensary) per 10,000 population up to a maximum of eleven storefront retailers (dispensaries); and

WHEREAS, seventeen Cannabis Business Permits have been issued, including 11 dispensaries and 6 non-dispensaries; and

WHEREAS, on April 13, 2022, the Planning Commission conducted a public hearing and approved an application for Conditional Use Permit for a commercial cannabis uses, specifically a storefront retailer (dispensary) (Application Number CUP21-0008); and

WHEREAS, on August 24, 2022, the Planning Commission conducted a public hearing and approved an application for Conditional Use Permit for a commercial cannabis uses, specifically a storefront retailer (dispensary) (Application Number CUP22-0009); and

WHEREAS, on September 14, 2022, the Planning Commission conducted public hearings on three applications for Conditional Use Permits for commercial cannabis uses, specifically storefront retailers (dispensaries) (Application Numbers CUP22-0001, CUP22-0003, CUP22-0006); and

WHEREAS, on October 12, 2022, the Planning Commission conducted a public hearing and approved applications for Conditional Use Permit for commercial cannabis uses, specifically storefront retailers (dispensaries) (Application Numbers CUP21-0009 and CUP22-0004); and

WHEREAS, seven of the applications heard by Planning Commission on April 13, 2022, August 24, 2022, September 14, 2022, and October 10, 2022 were within the City's Downtown district, or within close proximity to one another; and

WHEREAS, at the September 6, 2022, City Council meeting, the City Council considered an urgency ordinance, sponsored by the now Mayor Pro Tem Davis and Council Member Bedolla, that would place a temporary moratorium on the issuance of further Cannabis CUPs; and

WHEREAS, the City Council did not adopt the urgency ordinance at the meeting; and

WHEREAS, during the Planning Commission public hearings on September 14, 2022, various parties expressed concerns regarding a perceived overconcentration of dispensaries downtown, concerns about allowing dispensaries downtown at all, and concern regarding their proximity to other existing businesses that have a significant number of customers that are children; and

WHEREAS, during the same public hearings on September 14, 2022, the Planning Commission expressed a desire to re-evaluate the zoning regulations and requested staff to return with potential changes to TMC Section 10.08.3196, related to where cannabis businesses could locate and potential changes to the definition of youth center; and

WHEREAS, on October 26, 2022 the Planning Commission conducted a workshop regarding the zoning regulations for cannabis and requested additional information (via research of regulations in other cities/counties) how to best regulate locations of cannabis businesses, including buffers between cannabis businesses and sensitive uses, between two cannabis businesses, density of cannabis businesses, and the definition of "youth center", so that each of these matters could be discussed for proposed amendments to the zoning regulations; and

WHEREAS, on April 12, 2023, the Planning Commission conducted a public hearing regarding the proposed amendments to TMC Section 10.08.3196, establishing buffers between cannabis businesses and sensitive uses as well as between two cannabis businesses and expanding the definition of "youth center", as such amendments are reflected in this Ordinance; and

WHEREAS, at the hearing, the Planning Commission also added language to the proposed ordinance to require that buildings containing cannabis retailers be located at least 50 feet from property zoned for residential uses; and

WHEREAS, by unanimous vote, the Planning Commission recommended adoption of the proposed ordinance; and

WHEREAS, the Planning Commission's recommendation was based upon a determination that the proposed Ordinance is categorically exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15061(B)(3)

pertaining to activities that do not have the potential for causing a significant effect on the environment; and

WHEREAS, on May 16, 2023, City Council held a Public Hearing and considered Planning Commission's recommended Ordinance Amendments, and continued the agenda item for six months, in order for staff to make changes to the proposed Ordinance regarding the proximity of non-storefront cannabis businesses to one another, and add a recital regarding the original City Council meeting and continuance; and

WHEREAS, on December 5, 2023, the City Council conducted a public hearing regarding the proposed amendments to TMC 10.08.3196 and considered the Planning Commission's recommendation to adopt such amendments.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TRACY DOES ORDAIN AS FOLLOWS:

SECTION 1. Incorporation of Recitals/Findings. The City Council finds and determines the foregoing recitals are true and correct and are hereby incorporated herein as findings and determinations of the City.

SECTION 2. Amendment of Section 10.08.3196(b). Section 10.08.3196(b)(6) of the Tracy Municipal Code is hereby amended to read as follows (with additions underlined, and deletions in ~~strikethrough~~):

> "Youth center" means any public or private facility that is primarily used to host recreational or social activities for minors, including but not limited to: private youth membership organizations or clubs, youth-focused instructional facilities, such as dance studios, martial arts studios, music studios or other recreational facilities that cater primarily to children (where the programming/schedule has more than 50 percent of their classes structured for children under the age of 18), social service teenage club facilities, video arcades where ten (10) or more video games or game machines or devices are operated, and where minors are legally permitted to accept services, or similar amusement park facilities. It shall also include a park, playground or recreational area specifically designed to be used by children which has play equipment installed, including public grounds designed for athletic activities such as baseball, softball, soccer, or basketball or any similar facility located on a public or private school grounds, or in City, county, or state parks. ~~This definition shall not include any private gym, martial arts, yoga, ballet, music, art studio or similar studio of this nature, nor shall it include any athletic training facility, pizza parlor, dentist office, doctor's office primarily serving children or a location which is primarily utilized as an administrative office or facility for youth programs or organizations~~.

SECTION 3. Amendment of Section 10.08.3196(d). Section 10.08.3196(d), Location Requirements, of the Tracy Municipal Code is hereby amended to read as follows (with additions underlined and deletions in ~~strikethrough~~):

(d) Location Requirements.

(1) Any storefront retail dispensary cannabis use shall be located at least 600 feet away from another ~~any parcel containing~~ storefront dispensary cannabis use; and

(2) Any commercial cannabis uses shall be located at least 600 feet from any of the following sensitive uses as of the date the conditional use permit is issued: school, day care center, or youth center; and

(3) If located on separate parcels, the distance between the commercial cannabis use shall be measured from the ~~outer boundaries of the~~ parcel on which a sensitive use exists, to the ~~closest~~ structure containing a cannabis use, and

(4) If located on the same parcel, the distance between the structures containing the cannabis use and any sensitive use shall be at least 600-feet; and

(5) Whether located on the same or separate parcels, the distance between commercial cannabis uses shall be measured from the structures containing the commercial cannabis uses; and

(6) Any commercial cannabis use shall be at least 50-feet from a zone district that permits residential uses, except for zone districts that permit commercial cannabis storefront retailers (dispensaries). The 50-foot distance shall be measured from the building containing the commercial cannabis use to the nearest residential zone district boundary; and

(7) If more than one application for a Cannabis CUP is proposed concurrently, then the application first deemed complete shall be first acted upon by the Planning Commission.

SECTION 4. CEQA Determination. The City Council finds that this Ordinance is categorically exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15061(B)(3) pertaining to activities that do not have the potential for causing a significant effect on the environment.

SECTION 5. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Chapter. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional.

SECTION 6. Effective Date. This ordinance shall become effective upon the thirtieth (30^{th}) day after final adoption.

SECTION 7. Publication. The City Clerk is directed to publish this ordinance in a manner required by law.

SECTION 8. Codification. This Ordinance shall be codified in the Tracy Municipal Code.

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

The foregoing Ordinance _____ was introduced at a regular meeting of the Tracy City Council on the 5th day of December 2023, and finally adopted on the ___ day of _____ _____, 202_, by the following vote:

AYES –
NOES –
ABSENT –
ABSTENTION –

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Date of Attestation: _____

NOTICE AND DIGEST

AN ORDINANCE AMENDING SECTIONS 10.08.3196(b) and (d) OF THE TRACY MUNICIPAL CODE TO EXPAND THE DEFINITION OF YOUTH CENTER AND TO ESTABLISH BUFFERS BETWEEN PROPOSED CANNABIS USES AND (A) SENSITIVE USES AND (B) EXISTING CANNABIS USES

The Ordinance amends Tracy Municipal Code Section 10.08.3196 to establish buffers between cannabis businesses and sensitive uses and residential uses, reduce density by setting minimum territorial radiuses between two cannabis businesses and expand the definition of “youth center” to include additional public and private facilities within the definition.

December 19, 2023

Agenda Item 1.F

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution: 1) approving Subdivision Improvement Agreements between the City and Toll West, Inc. for Phase 2 of Tracy Village, Tracts 4157, 4158, 4159, 4160, and 4161; and 2) authorizing the City Clerk to file each Agreement with the Office of the San Joaquin County Recorder.

EXECUTIVE SUMMARY

Staff recommends that the City Council approve the proposed Subdivision Improvement Agreements (SIAs) for Tracy Village (Tracy Lakes) Phase 2: Tracts 4157, 4158, 4159, 4160 and 4161. Tracy Lakes Phase 2 is part of the Tract 3917 Vesting Tentative Subdivision Map (VTSM) Conditions of Approval (COA) which include certain conditions that are required to be completed prior to the approval of any final maps to guarantee the construction of improvements within the VTSM. The Subdivider is not requesting approval of the Final Map at this time.

Approval of the SIAs will allow the Subdivider to construct underground utilities, curb, gutter, sidewalk, private streets, landscaping, irrigation, streetscape, streetlights, and other in-tract improvements in Tracy Lakes Phase 2 as required by the COA.

BACKGROUND AND LEGISLATIVE HISTORY

On May 15, 2018, the City Council adopted a resolution that approved a LAFCo (Local Agency Formation Commission) application for an annexation and pre-zoning of 590 residential lots, A/P13-0002, to San Joaquin County; approved the Tracy Lakes Specific Plan, SPA18-0001; approved a vesting tentative subdivision map, TSM17-0003; adopted a statement of overriding considerations and mitigation monitoring and reporting program; and certified the Environmental Impact Report (EIR), pursuant to Resolution No. 2018-087. The project includes 590 single-family residential dwelling units and would include three man-made lakes totaling approximately 10 acres along with a community recreation center with a swimming pool, spa, bocce courts, open space, and trails/pathways.

On June 10, 2020, the City Planning Commission approved an extension to the VTSM, EXT20-0001, pursuant to Planning Commission Resolution No. 2020-007.

The Conditions of Approval (COA) for the VTSM require the Subdivider to design and construct certain on-site improvements connected with or prior to the approval of the Final Maps pursuant to the Subdivision Map Act, the Title 12 of the Tracy Municipal Code (Subdivisions), and applicable City standards. Improvement Plans for the required private streets, utility and landscape improvements have been prepared on behalf of the Subdivider and approved by the City Engineer. The Subdivider is also conditioned to execute an SIA pursuant to Section 12.36.070 of the Tracy Municipal Code and Section 66462 of the Government Code to guarantee the completion of the improvements. The SIAs (Attachments B through F) address construction of the private streets, utilities, landscaping, and other in-tract improvements associated with the 332 single-family residential lots and other facilities that will be constructed by the Subdivider as part of Tracts 4157, 4158, 4159, 4160 and 4161.

On September 7, 2021, the City Council approved a Deferred Improvement Agreement (DIA) between the City and Subdivider, pursuant to Resolution No. 2021-125, for certain off-site improvements associated with the VTSM COAs for Phase 1. The DIA deferred the following improvements:

1) A recycled water line from the project's connection on Valpico Road, and on Lammers Road to Old Schulte Road until the final inspection of the 150th dwelling unit excluding model homes;
2) Lammers Road and Valpico Road intersection improvements until the 150th building permit;
3) Valpico Road frontage improvements and the traffic signal until the 100th building permit;
4) A sidewalk on the northside of Valpico Road until six months after PG&E completes undergrounding the overhead utilities on Valpico Road; and
5) Valpico Road improvements fronting the Zambetti parcels.

On October 27, 2021, the Interim City Manager signed the Off-site Improvement Agreement (OIA) between the City and Subdivider for the Valpico Road Improvements, pursuant to the emergency COVID Ordinance (Ordinance No. 1285). On October 4, 2022, the City Council approved the Final Maps and SIAs for Phase 1 of Tracy Lakes, Tract 3917, Tract 4005, and Tract 4006, pursuant to Resolutions No. 2022-146, No. 2022-147, and No. 2022-148, respectively.

Under Tracy Municipal Code Section 12.20.020 and California Government Code Section § 66456.1, multiple final maps relating to an approved tentative subdivision map may be filed before the expiration of the tentative subdivision map if: (1)The subdivider, at the time the tentative map is filed, notifies the Community Development Director and the City Engineer in writing of the subdivider's intention to file multiple final maps on the tentative subdivision map, and is authorized to have phases by conditions of the map; or (2) After filing and before approval of the tentative subdivision map, the Community Development Director, the City Engineer and the subdivider concur in the filing of multiple final maps is appropriate.

The Subdivider has requested to phase development of Tracy Lakes Tract 3917 VTSM - Phase 2 into five (5) tract maps: Tract 4157, 4158, 4159, 4160, and 4161, detailed as follows:

- Final Subdivision Map Tract 4157 Neighborhood 2A will consist of 93 single family residential lots and other parcels to be owned by Homeowner's Association located on approximately 15.94 acres. The Improvement Plans, Joint Trench and Street Light Plans are on file with the City Engineer under Tracking Number ENG22-0046 and the Streetscape Improvement Plans are on file with the City Engineer under Tracking Number ENG22-0047.

- Final Subdivision Map Tract 4158 Neighborhood 2B will consist of 33 single family residential lots and other parcels to be owned by Homeowner's Association located on approximately 14.87 acres. The Improvement Plans, Joint Trench and Street Light Plans are on file with the City Engineer under Tracking Number ENG23-0004 and the Streetscape Improvement Plans are on file with the City Engineer under Tracking Number ENG22-0047.

- Final Subdivision Map Tract 4159 Neighborhood 2C will consist of 23 single family residential lots and other parcels to be owned by Homeowner's Association located on

approximately 3.91 acres. The Improvement Plans, Joint Trench and Street Light Plans are on file with the City Engineer under Tracking Number ENG23-0004.

- Final Subdivision Map Tract 4160 Neighborhood 3 will consist of 80 single family residential lots and other parcels to be owned by Homeowner's Association located on approximately 13.36 acres. The Improvement Plans, Joint Trench and Street Light Plans are on file with the City Engineer under Tracking Number ENG23-0010.

- Final Subdivision Map Tract 4161 Neighborhood 4 will consist of 103 single family residential lots and other parcels to be owned by Homeowner's Association located on approximately 13.36 acres. The Improvement Plans, Joint Trench and Street Light Plans are on file with the City Engineer under Tracking Number ENG23-0011 and the Streetscape Improvement Plans are on file with the City Engineer under Tracking Number ENG22-0047.

- Attachment A shows the overall Tracy Lakes Specific Plan, and the location of each final map for Tract 4157, 4158, 4159, 4160 and 4161. The final maps for each tract will be brought to City Council for approval at a future City Council meeting.

ANALYSIS

The Subdivider has executed the SIAs and posted the required securities to guarantee completion of the improvements. The SIAs are attached and are on file with the City Engineer and are available for review upon request.

Subdivider is not requesting final map approval at this time.

FISCAL IMPACT

There will be no fiscal impact associated with this item. The Subdivider has paid the applicable engineering plan check and inspection fees. There are no fee credits associated with the SIAs.

PUBLIC OUTREACH / INTEREST

All public outreach for the Tracy Lakes development (notifications, public hearings, etc.) was conducted for the Planning Commission and City Council hearings that were held in May 2018 to consider the annexation, specific plan approval, EIR, and VTSM for the overall project. Additional public outreach specifically for each SIA is not required.

COORDINATION

This staff report was prepared by the Engineering Division of the Development Services Department. Engineering staff coordinated with Parks and Recreation Department regarding the streetscape, landscaping, and irrigation plans. No further coordination was required with other departments for the preparation of this report.

CEQA DETERMINATION

The project is consistent with the Final Revised Environmental Impact Report (EIR) certified by the City Council on May 15, 2018, for the Tracy Village Specific Plan, (SCH#2016112016).

Pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15162 and Public Resources Code Section 21166, no subsequent EIR shall be prepared for the project because the project has a certified EIR and no substantial changes are proposed in the project that would require major revisions to the previous EIR; no substantial changes have occurred with respect to the circumstances under which the project will be undertaken that would require major revisions to the previous EIR; and no new information of substantial importance regarding significant effects, mitigation measures, or alternatives for this project has become known, which was not known at the time the previous EIR was certified as complete. Furthermore, as a residential subdivision that is consistent with a specific plan for which an EIR was certified after January 1, 1980, the project is exempt from the requirements of CEQA pursuant to California Government Code Section 65457. Therefore, no further environmental review is necessary.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution: 1) approving Subdivision Improvement Agreements between the City and Toll West, Inc. for Phase 2 of Tracy Village, Tracts 4157, 4158, 4159, 4160 and 4161; and 2) authorizing the City Clerk to file each Agreement with the Office of the San Joaquin County Recorder.

Prepared by: Al Gali, Associate Engineer

Reviewed by: Koosun Kim, PE, City Engineer / Assistant Director of Development Services
Sara Cowell, Finance Director
Jeffrey J. Crosswhite, Assistant City Attorney
Bijal M. Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – Tracy Lakes Phase 2 Phasing Exhibit
Attachment B – Tract 4157 Subdivision Improvement Agreement
Attachment C – Tract 4158 Subdivision Improvement Agreement
Attachment D – Tract 4159 Subdivision Improvement Agreement
Attachment E – Tract 4160 Subdivision Improvement Agreement
Attachment F – Tract 4161 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
Tracy Village Neighborhood 2A
Tract 4157

This **Subdivision Improvement Agreement** ("**Agreement**") is entered into between the City of Tracy, a municipal corporation ("**City**"), and **TOLL WEST INC.** which will do business in California as Toll Brothers West Inc., a Delaware corporation (hereinafter "Subdivider").

Recitals

A. Subdivider is currently the owner of the real property located at south side of Valpico Road and east of Corral Hollow Road ("**Property**"), and more particularly described in Exhibit "A", attached and incorporated herein by its reference.

B. On May 15, 2018, the Tracy City Council ("City Council") adopted the Tracy Village Specific Plan and approved various related land use entitlements including Application No. TSM17-0003 and approved by Resolution No. 2018- 087 (the "**Tentative Subdivision Map for Tracy Village, Tract No 3917**"). The project includes 590 single-family dwelling units and would include three man- made lakes totaling approximately 10 acres, along with a community recreation center with pool, spa and bocce courts, open space and trails/pathways. The project also includes the proposed annexation into the City of an additional 42 residential properties. The Tentative Subdivision Map is on file with the City Clerk and is incorporated herein by this reference.

C. The Tentative Map approval was subject to certain conditions of approval ("**Conditions**"). The Conditions are attached here as Exhibit "**B**" and incorporated by reference. Among other things, the Conditions describe improvements that are required for approval of a final map under the Subdivision Map Act, the City's 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), the Subdivider has submitted to the City the Final Subdivision Map ("**Final Map**") for Tract No. 4157 - Tracy Lakes Neighborhood 2A, consisting of 93 single family residential lots and other parcels to be owned by Homeowner's Association located on approximately 15.94 acres within the boundaries of the aforementioned 590 lot Tracy Village Project. Exhibit "C" shows the overall Tracy Village project area and the location of the Final Subdivision Map for Tract 4157 – Tracy Lakes Neighborhood 2A ("**Project**" or "**Project site**").

E. In accordance with the Conditions of Approval, the Subdivider has prepared, and the City Engineer has approved certain Improvement Plans and Specifications (which incorporate portions of the City's Standard Specifications) which describe in more detail the improvements that are required for approval of the Final Map. The Plans and Specifications are incorporated herein by reference. The approved "**Plans and Specifications**" includes: eighteen (18) sheets of improvement plans entitled "*Tracy Lakes – Phase 2A Improvement Plans Tract 4157*" prepared by CBG Civil Engineers, San Ramon, CA.; four (4) sheets of joint trench plans entitled "Joint Trench Composite Plan, Tracy Lakes Ph2, NBHD 2A – NB, prepared by Giacalone Design Services, Inc. Pleasanton, CA.; and forty-one (41) sheets of Streetscape plans entitled "Tracy Lakes Tract #3917 Entry & Loop Road – Phase 2 Landscape Improvement Plans" prepared by SMP Environmental Design of Dana Point, CA. The Improvement Plans, Joint Trench Plan and Street Light Plans are on file with the City Engineer under Tracking Number ENG 22-0046, and the Streetscape Improvement Plans are on file with the City Engineer under Tracking Number ENG 22-0047, all incorporated herein by reference.

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

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location**. Subdivider shall perform, or cause to be performed, the Work described in the Plans and Specifications and the Conditions ("Work"), to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at Subdivider'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. Subdivider 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).

   Subdivider shall perform all Work at the locations and grades shown on the Plans and Specifications. Subdivider (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 Subdivider'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. Work shall begin 60 days after the Effective Date of this Agreement, in compliance with the requirements in Section 2.1. Effective Date is defined as the date on which the City executes the Agreement. Subdivider 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 fifteen (15) days before the beginning of Work, Subdivider shall provide written notice to the City Engineer of the date on which Subdivider will begin Work. Subdivider shall not begin Work until after the notice required by this section is properly provided, and Subdivider 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, Subdivider shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Subdivider's prosecution of the Work.

2.3 **Completion of Work**. Subdivider shall complete all Work by no later than December 1, 2025 after Subdivider'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) Subdivider submits a written request for extension at least ten (10) days prior to the expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Subdivider pays all processing fees for such time extension.

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

3.1 **Faithful Performance** security in the amount of **$ 2,209,000.00** 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 **$ 2,209,000.00** to secure payment by Subdivider to laborers and materialmen under Government Code sections 66499.2, 66499.3, and 66499.4.

3.3 **Warranty** security in the amount of **$ 220,900.00** 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 **$ 21,000.00** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

4. **Indemnification**. Subdivider shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Subdivider or Subdivider'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 13, 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, Subdivider's obligations under this Section 4 are in addition to all other Subdivider's obligations set forth in this Agreement and shall not affect Subdivider's warranty obligations set forth in Section 13, below.

5. **Insurance**. Concurrently with the execution of this Agreement by Subdivider, and before beginning any Work, Subdivider 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**. Subdivider shall, throughout the duration of this Agreement, maintain insurance to cover Subdivider, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

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

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

5.6 **Endorsements**. Subdivider 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 Subdivider'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, Subdivider's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Subdivider's insurance and shall not contribute with it.

5.6.3 Subdivider 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**. Subdivider 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. Subdivider shall immediately obtain a replacement policy.

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

5.9 **Insurance Certificate**. Subdivider 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) calendar days before the policy expiration date of any insurance policy required by this Agreement, Subdivider shall provide a substitute certificate of insurance.

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

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

7. **Default**.

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

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

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

7.2.2 Subdivider abandons the Project site.

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

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

7.2.5 Subdivider violates any legal requirement related to the Work.

7.3 If Subdivider fails to cure the default within thirty (30) days, or provide adequate written assurance to the satisfaction of the City Engineer that the cure will be promptly 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 Subdivider 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 Subdivider complete performance of the Work.

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

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

9. **Repair of any Damage**. In the event and to the extent Subdivider or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Subdivider shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

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

Concurrently with Subdivider's execution of this Agreement and before the beginning of any Work, Subdivider 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, Subdivider shall pay all such costs and provide a report directly to the City.

11. **Subdivider's Authorized Representative**. At all times during the progress of the Work, Subdivider shall have a competent foreperson or superintendent (Superintendent) on site with authority to act on behalf of Subdivider. Subdivider 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. **Exhibit "C"** attached hereto includes the initial contact information referenced in this Section 11.

12. **Acceptance of Work**. Before the City Council's acceptance of the Work, Subdivider is solely responsible for maintaining the quality of the Work and maintaining safety at the Project site. Subdivider'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.

13. **Warranty Period**. Subdivider shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. 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

Subdivider under this Agreement, Subdivider shall be in default of this Agreement and shall without delay and without any cost to City repair, replace, or reconstruct any defective improvements.

14. **Notices**.

14.1 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:

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

Attn: City Engineer
notice@cityoftracy.org

To Subdivider:

Toll West Inc. dba in California as
Toll Brothers West Inc.,
a Delaware corporation

Attn: Steve Savage
6800 Koll Center Pkwy, Ste.320,
Pleasanton, CA, 94566

Tel: (925) 249-6032
Email: ssavage@tollbrothersinc.com

With a copy to

City Attorney's Office
333 Civic Center Plaza
Tracy, CA 95376

Attn: City Attorney
attorney@cityoftracy.org

With a copy to

Toll West Inc.
Attn: Yolanda Rodriguez
Chief Transactional Counsel
1140 Virginia Drive
Fort Washington, PA 19034

Tel: (215) 938-8216
Email: yrodriguez2@tollbrothers.com

14.2 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.

15. **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. Notwithstanding the foregoing, any changes requested or approved by, or consented to by the City during in-field inspections do not need to be made in writing provided that they are reflected on the as-builts.

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

17. **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.

18. **Assignment and Delegation**. This Agreement and any portion of it may not be assigned or transferred, nor shall any of Subdivider'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.

19. **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.

20. **Permits, Licenses, and Compliance with Law**. Subdivider shall, at Subdivider's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Before City signs the Agreement, Subdivider shall obtain a City of Tracy Business License. Subdivider shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

21. **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

    A. Legal Description of Property (Recital A.)
    B. Conditions of Approval (Recital D.) – Tract 3917 COA
    C. Location Map
    D. Subdivider's Authorized Representative Information (Section 11.)

    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.

22. **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.

[SIGNATURES ON FOLLOWING PAGE]

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: Adrianne Richardson, City Clerk

Approved As To Form:

_____
By: Bijal M. Patel, City Attorney

Subdivider

Steve Savage

By: Steve Savage
Title: Vice President
Date: 12-6-23

Federal Employer Tax ID No.
83-3070946

ACKNOWLEDGMENT

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

State of California
County of Alameda)

On December 13, 2023 before me, Rosana Haydee Martinez Sedano, Notary Public
(insert name and title of the officer)

personally appeared Steve Savage,
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.

ROSANA HAYDEE
MARTINEZ SEDANO
Notary Public – California
Alameda County
Commission # 2404926
My Comm. Expires May 20, 2026

Signature _____ (Seal)

Exhibit "A"

LEGAL DESCRIPTION

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

PARCEL M, AS SHOWN ON THAT CERTAIN MAP ENTITLED, TRACT NO. 3917, TRACY VILLAGE NEIGHBORHOOD 5A, FILED FOR RECORD October 31, 2022 IN BOOK 44 OF MAPS AND PLATS, PAGE 50,
SAN JOAQUIN COUNTY RECORDS.

City of Tracy
Conditions of Approval

Tracy Village
Application Number (Tract 3917)
May 15, 2018

These Conditions of Approval shall apply to the real property described as the Tracy Village Development. The Tracy Village Development Project is proposed as a gated community consisting of 590 single-family detached residential homes, and would include three man-made lakes totaling approximately 10 acres, along with a community recreation center with pool, spa and bocce courts, open space and trails/pathways (Assessor's Parcel Number 244-040-01 and 244-030-01 and 02), located on the south side of Valpico Road, east of Corral Hollow Road. The project also includes the proposed annexation into the City of an additional 42 residential properties (Residential Annexation Area) fronting Corral Hollow Road and Valpico Road, and an adjoining drainage canal north of Valpico Road (Parcel Numbers 244-030-03 through 22 and 242-050-01 through 21, and 242-040-29).

The following definitions shall apply to these Conditions of Approval:

1. "Applicant" means any person, or other legal entity, defined as a "Developer."

2. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed engineer designated by the City Manager, or the Development Services Director, or the City Engineer to perform the duties set forth herein.

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 (also known as Urban Management Plan), the Tracy Municipal Code, ordinances, resolutions, policies, procedures, and the City's Design documents (the Streets and Utilities Standard Plans, Design Standards, Parks and Streetscape Standard Plans, Standard Specifications, and Manual of Storm Water Quality Control Standards for New Development and Redevelopment, and Relevant Public Facilities Master Plans).

4. "Conditions of Approval" shall mean the conditions of approval applicable to the Tracy Village Development project. The Conditions of Approval shall specifically include all Development Services Department, including Planning, Engineering, and Building Divisions, Finance Department, Fire Department, and Public Works conditions set forth herein.

5. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.

6. "Project" means the real property consisting of approximately 135 acres located on the south side of Valpico Road, east of Corral Hollow Road, Assessor's Parcel Number 244-040-01, and 244-030-01 and 02, and 42 residential properties fronting Corral Hollow Road and Valpico Road (Parcel Numbers 244-030-03 through 22 and 242-050-01 through 21 and 242-040-29).

7. "Property" means the real property generally located on the south side of Valpico Road, east of Corral Hollow Road, Assessor's Parcel Number 244-040-01, 244-030-01 and 02, and 42 residential properties fronting Corral Hollow Road and Valpico Road (Parcel Numbers 244-030-03 through 22 and 242-050-01 through 21, and 242-040-29).

8. "Subdivider" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. "Subdivider" also means Developer. The term "Developer" shall include all successors
in interest.

B. Planning Division Conditions of Approval:

1. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, *et seq.*), the Subdivision Map Act (Government Code sections 66410, *et seq.*), the California Environmental Quality Act (Public Resources Code sections 21000, *et seq.*, "CEQA"), and the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 15000, *et seq.*, "CEQA Guidelines").

2. Unless specifically modified by these Conditions of Approval, the Project shall comply with all City Regulations.

3. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all mitigation measures identified in the Tracy Village Development Project Environmental Impact Report dated April 11, 2018.

4. Pursuant to Government Code section 66020, including section 66020(d)(1), the City HEREBY NOTIFIES the Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) will begin on the date of the conditional approval of this Project. If the Developer fails to file a protest within this 90-day period, complying with all of the requirements of Government Code section 66020, the Developer will be legally barred from later challenging any such fees, dedications, reservations or other exactions.

5. Except as otherwise modified herein, all construction shall be consistent with the Vesting Tentative Subdivision Map received by the Development and Engineering Services Department on April 2, 2018 and as modified on the project site plan and Tracy Village Specific Plan dated March 2018.

6. Prior to the issuance of any building permits for the community buildings, the applicant shall provide a detailed landscape and irrigation plan consistent with City landscape and irrigation standards and the approved plan, including, but not limited to Tracy

Municipal Code Section 10.08.3560, the City's Design Goals and Standards, and the applicable Department of Water Resources Model Efficient Landscape Ordinance on private property, and the Parks and Parkways Design Manual for public property, to the satisfaction of the Development Services Director. Newly planted, on-site trees shall be a minimum size of 24-inch box and shrubs shall be a minimum size of five gallons.

7. No signs are approved as a part of this development application. Prior to the installation of any signs, the applicant shall submit a sign permit application and receive approval from the Development Services Director in accordance with City Regulations.

8. Prior to the issuance of any building permits, the developer shall document compliance with the City of Tracy Manual of Stormwater Quality Control Standards for New Development and Redevelopment (Manual) to the satisfaction of the Public Works Director, which includes the requirement for Site Design Control Measures, Source Control Measures and Treatment Control Measures under the guidelines in a project Stormwater Quality Control Plan (SWQCP). Compliance with the Manual includes, but is not limited to, addressing outdoor storage areas, trash enclosures, parking areas, any wash areas and maintenance areas. The SWQCP must conform to the content and format requirements indicated in Appendix D of the Manual and must be approved by the Public Works Director prior to issuance of grading or building permits. Stormwater treatment shall be consistent with the approved plans, subject to approval by the City's Utility Department.

9. The project shall comply with all applicable provisions of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan, including Incidental Take Minimization Measures applicable at the time of permit and a pre-construction survey prior to ground disturbance, to the satisfaction of San Joaquin Council of Governments.

10. The developer shall design and construct all buildings with fire sprinklers in accordance with City Regulations to the satisfaction of the Fire Marshal.

11. Development of the 42 residential properties (Residential Annexation Area) shall be governed by the following: The majority of the 42 lots are developed with detached single-family residences, and are served by private wells and septic systems. Connection to city water and sewer systems shall be voluntary, unless new residential development (building permits for new construction) is proposed by the property owners.

12. The project shall utilize the building elevations as shown in the Tracy Village Specific Plan for the Tracy Village residential community, consistent with requirements of the City Design Standards and Guidelines and the project Planned Unit Development provisions. The final design plans shall be subject to review and approval of the Development services Director prior to first building permit issuance.

13. All of the houses that border existing developed lots on the west, east and south sides of the Tracy Village project shall be limited to a single-story in height.

14. All common area lots and open spaces, including landscaping, shall be maintained by the Project homeowner's association (HOA). Final covenants, conditions and restrictions (CC&Rs) shall be submitted to the City for review and approval prior to their recordation. The CC&Rs shall be recorded prior to City issuance of a grading plan or improvement plans for the Project.

15. All proposed Emergency Vehicle Access (EVA) points connecting the project to public streets shall be built subject to Fire Department and Engineering Division approval, including with respect to width, loads, turn radius, and use of gates or other barriers.

16. All vents, gutters, downspouts, flashing, electrical conduit, and other wall-mounted or building-attached utilities shall be painted to match the color of the adjacent surface or otherwise designed in harmony with the building exterior to the satisfaction of the Development Services Director.

17. All ground-mounted equipment, including, but not limited to air conditioning units, water heaters, gas meter and utility boxes shall be screened form view from common areas with decorative walls, fences or landscaping, to the satisfaction of the Development Services Director.

18. Prior to final inspection or certificate of occupancy, all exterior and parking area lighting shall be directed downward or shielded, to prevent glare or spray of light into any adjacent properties, to the satisfaction of the Development Services Director.

19. All PG&E transformers, phone company boxes, Fire Department connections, backflow preventers, irrigation controllers, and other on-site utilities, shall be vaulted or screened from view from any public right-of-way, behind structures or landscaping, to the satisfaction of the Development Services Director.

20. Prior to the issuance of a building permit, the Developer shall submit detailed trash and recycling enclosure plans which include the following, to the satisfaction of the Development Services Director: the walls shall be of masonry construction, at least eight feet in height, include solid metal doors, a solid roof, and an interior perimeter concrete curb. The enclosures shall include exterior color and material compatible with adjacent or nearby building exteriors of the project.

21. Prior to the issuance of a building permit, the developer shall design a recycling program consistent with State Assembly Bill 341, to the satisfaction of the Public Works Director. The program shall include or have access to enclosures with adequate space for both refuse and recycling and shall be incorporated with the trash and recycling enclosures. Each enclosure shall have signs that clearly indicate refuse and recycling locations as well as prohibition of scavenging. The program shall include recycling options or elements at the pool area and other common areas for the residents.

22. The developer shall be required to pay all applicable City impact fees, including park fees. No fee credit shall be given for the developer private parks and facilities within the Tracy Village Development.

C. Finance Department Conditions of Approval

1. Prior to recording the Final Map, the applicant shall do one of the following, subject to the approval of the Finance Director:

a. CFD or other funding mechanism. The applicant shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that prior to the issuance of the first building permit, the applicant will form a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for funding the on-going operational costs of providing Police services, 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. 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 applicant shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that prior to the issuance of the first building permit, the applicant 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.

If the provisions for adequate funding of the on-going operational costs of providing Police services, Public Works services and other City services are met prior to issuance of the first building permit for the project, subject to the Finance Director's review and approval, the terms of this condition shall be considered to have been met and this condition shall become null and void.

D. Building Division Conditions of Approval

1. The developer shall demonstrate that the proposed residential buildings are designed and constructed in conformance with all applicable City and State Regulations to the satisfaction of the Chief Building Official, including but not limited to CalGreen Building Standards and Title 24-11A accessibility standards.

2. The developer shall demonstrate that all improvements, in-tract and offsite, required to serve the Project Site described by the final map and Vesting Tentative Subdivision Map are in accordance with the City Regulations. The Improvement Plans shall specifically include all the requirements specified below.
    a. The Improvement Plans shall consist of the Grading and Storm Drainage Plans, Irrigation and Landscaping Plans, Composite / Joint Utility Plans, In-tract Civil and Utility Plans, Street Lighting Plans, Sewer Plans, Water Distribution Plans, Fire Hydrant distribution Plans, Signing and Striping Plans, Masonry Wall Plans, and Storm Water Plans, Curb, Sidewalk, Gutter, Fire Department EVA road and additional associated features, Road profiles and construction details, Handicap Accessibility Plans and construction details in accordance with City of Tracy Standards and Regulations.
    b. Improvement plans shall also include Lake Construction plans to include but not limited to retaining walls, all applicable distribution features, piping, pumps, out-fall structures, inlets and connection to City storm water.
    c. All supporting engineering calculations, soils reports, material and technical specifications, and reports related to the design of the subdivision improvements, and as required by the City Engineer shall be provided. The engineering calculations shall include calculations for determining the size and capacity of sewer, water and storm drainage facilities.
3. No Temporary or Final Building Certificate of Occupancy will be issued by the City (excluding model homes) until after the Subdivider provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that the Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the improvements required in these Conditions of Approval.
4. All gates are to be accessible by the Fire Department in the case of an emergency, by means such as a Knox box, Knox padlock, Opticon sensors or other means to the satisfaction of the Fire Chief and Chief Building Official.
5. All hydrants, FDCs and DDCVs shall be provided with a minimum of three feet of clearance at all times. Therefore, landscaping shall be designed so that no adjacent plants can grow into and obscure these pieces of equipment.

E. Engineering Division Conditions of Approval

E.1. General Conditions

The Subdivider shall comply with the applicable requirements of the approved documents, technical analyses/ reports prepared for the Project listed as follows:

a) "Tracy Village Traffic Impact Impact Analysis", prepared by Kimley-Horn

Associates, dated March 14, 2018, and Memorandum titled "Tracy-Village – Tentative Map Review" prepared by Kimley-Horn Associates, dated February 12, 2018 and any subsequent amendments and updates (Collectively "Traffic Report").

b) "Tracy Village Water Distribution System Hydraulic Network Analysis", prepared by West Yost Associates, dated February 16, 2018, and any subsequent amendments and updates. ("Water Report")

c) Technical Memorandum by Storm Water Consulting, Inc., dated January 8, 2018, and any subsequent amendments and updates. ("Storm Drainage Report").

E.2. Grading Permit

The Subdivider shall submit all relevant documents related to grading permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

E.2.1. Grading and Drainage Plans prepared on a 24" x 36" size polyester film (mylar). Grading and Drainage Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil Engineer.

a) The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Building Official and Fire Code Official prior to submitting the mylars to Engineering Division for City Engineer's approval.

b) Prior to the issuance of Grading Permit for the Project, Subdivider shall submit improvement plans and secure approval of plans from the City's Building Division, for the design of on-site sewer improvements and the Project's sewer connection.

E.2.2. Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

E.2.3. Two (2) copies of the Project's Geo-technical /Soils Report prepared by Geo-technical Engineer.

E.2.4. Copy of recorded slope easements or construction/grading easements on adjacent properties (if applicable).

E.2.5. Three (3) sets of the Storm Water Pollution Prevention Plan (SWPPP) for the Project with a copy of the Notice of Intent (NOI) submitted to the State Water Quality Control Board (SWQCB) and any relevant documentation or written approvals from the SWQCB, including the Wastewater Discharge Identification Number (WDID#).

a. After the completion of the Project, the Subdivider is responsible for filing the Notice of Termination (NOT) required by SWQCB. The Subdivider shall provide the City with a copy of the completed Notice of Termination.

b. The cost of preparing the SWPPP, NOI and NOT, including the filing fee of the NOI and NOT, shall be paid by the Subdivider.

c. The Subdivider shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the applicable provisions of the City's Storm Water Management Program.

E.2.6. Two (2) sets of the Project's Geotechnical Report signed and stamped by a licensed Geotechnical Engineer licensed to practice in the State of California.

a. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, pavement design recommendations, and elevation of the highest observed groundwater level.

E.2.7. 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 Measure AQ-1 of the Mitigation Monitoring and Reporting Program of the Environmental Impact Report (EIR).

E.2.8. A copy of the approved Air Impact Assessment (AIA) with an Indirect Source Review (ISR) from San Joaquin Valley Air Pollution Control District (SJVAPCD).

E.2.9. Two (2) sets of Hydrologic and Storm Drainage Calculations for the design of the on-site storm drainage system and for determining the size of the project's storm drainage connection, as required in Conditions E.4.2.d and E.4.3.k, below.

E.3. Encroachment Permit – Subdivider shall submit all relevant documents related to encroachment permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

E.3.1. Improvement Plans prepared on a 24" x 36" size 4-mil thick polyester film (mylar), if necessary that incorporate all the requirements described in these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

a. The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Building Official and Fire Code Official prior to submitting the mylars to Engineering Division for City Engineer's approval.

E.3.2. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

E.3.3. Traffic Control Plan shall be prepared under the supervision of, signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California, as required in Condition E.4, below.

E.3.4. Tracy's Fire Official's signature on the Improvement Plans indicating their approval for the fire service connection and fire and emergency vehicle access for the Project.

E.3.5. Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement

Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA. The Subdivider's obligations in the OIA shall be deemed to be satisfied upon City Council's acceptance of the public improvements and release of the Improvement Security.

E.3.6. Check payment for the applicable of engineering review fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable fees as required by these Conditions of Approval. The engineering review fees will be calculated based on the fee rate adopted by the City Council on May 17, 2016, per Resolution 2016-094.

E.4. Improvement Plans - Improvement Plans shall contain the design, construction details and specifications of public improvements and all subdivision 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. The Improvement Plans shall be completed to comply with City Regulations, these Conditions of Approval, and the following requirements:

E.4.1. The Improvement Plans including the Grading and Drainage Plans prepared in accordance with the City's Subdivision Ordinance and Design Standards. The improvement plans for all improvements (onsite and off-site) required to serve the Project in accordance with the City Design Documents, and these Conditions of Approval.

a. The Improvement Plans shall be prepared in mylar with the standard title and signature block.

b. The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylar including signatures by the Chief Building Official and Fire Code Official or Fire Safety Officer, prior to submitting the mylars to Engineering Division for City Engineer's approval.

E.4.2. The improvement plans shall be prepared to specifically include, but not be limited to, the following items:

a. All existing and proposed utilities such as domestic water line, irrigation service, fire service line, storm drain, and sanitary sewer, including the size and location of the pipes.

b. All supporting engineering calculations, materials information or technical specifications, cost estimate, and technical reports.

c. Two (2) copies of the Project's Geotechnical /Soils Report, prepared or signed and stamped by a Geotechnical Engineer.

d. The Project's on-site drainage connections to City's storm drainage system and on-site storm water treatment as approved by the City Engineer. Improvement Plans to be submitted with the hydrology and storm drainage calculations for the sizing of the on-site storm drainage system.

e. Three (3) sets of the Project's Storm Water Pollution Prevention Plan (SWPPP), Best

Management Practices (BMPs) and a copy of the Notice of Intent (NOI) with the State-issued Wastewater Discharge Identification number (WDID#).

E.4.3. Grading and Storm Drainage Plans

Site Grading

a. Include all proposed erosion control methods and construction details to be employed and specify materials to be used.

b. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Geotechnical Engineer. A copy of the Project's Geotechnical Report must be submitted with the Grading and Storm Drainage Plans.

c. Site grading shall be designed such that the Project's storm water can gravity drain directly to an existing storm drain system with adequate capacity to drain storm water from the Project Site in the event that the on-site storm drainage system fails or is clogged. The storm drainage release point is recommended to be at least 0.70 foot lower than the building finish floor elevation and shall be improved to the satisfaction of the City Engineer.

d. When the grade differential between the Project Site and adjacent property(s) exceeds 12 inches, a reinforced or masonry block, or engineered retaining wall is required for retaining soil. The Grading Plan shall show construction detail(s) of the retaining wall or masonry wall. The entire retaining wall and footing shall be constructed within the Project Site. A structural calculation shall be submitted with the Grading and Storm Drainage Plans.

e. An engineered fill between the Project site and adjacent properties may be accepted as a substitute of a retaining wall, if the grade differential is less than 2 feet and subject to approval by the City Engineer. The Grading and Storm Drainage Plans must show the extent of the slope easement(s). The Subdivider shall be responsible for obtaining permission from owner(s) of the adjacent and affected property(s). The slope easement must be recorded, prior to the issuance of the final building certificate of occupancy.

Storm Drainage

f. The Subdivider shall design and install the Project's storm drainage connection(s) to the City's storm drain facilities per the City of Tracy Citywide Stormwater Master Plan and the "Storm Drainage Study" and as required by the City Engineer.

g. The Subdivider shall submit design calculations and obtain approval of improvement plans for the off-site storm drain line to connect to existing channel at Sycamore Parkway. The Subdivider shall execute Offsite Improvement Agreement prior to beginning of work. The Subdivider will be required to overlay half street section on Valpico Road along the full length of the storm drain line after completion of installation of the storm drain line.

h. All on-site SD facilities, lakes, channels and associated facilities including the proposed connection(s) to the City's public drainage facilities, shall be owned and maintained by the HOA.

i. The Subdivider shall provide a Stormwater Quality Control Plan (SWQCP) detailing the methods in which the development will address compliance with the applicable City's Multi-Agency Post-Construction Stormwater Standards Manual (Manual).

The proposed stormwater treatment within the lake system will be subject review and approval by the City. Prior to the issuance of the grading permit for the project, the SWQCP shall be approved by the City Engineer.

j. Prior to the final inspection of the first building to be constructed on the Property, the Subdivider shall submit a signed and notarized Stormwater Treatment Facilities Maintenance Agreement (STFMA) as a guarantee for the performance of Subdivider's responsibility towards the repair and maintenance of on-site storm water treatment facilities. Calculations related to the design and sizing of on-site storm water treatment facilities must be submitted with the STFMA and the Grading and Storm Drainage Plans.

E.4.4. Sanitary Sewer Facilities

a. The Subdivider shall design and install sanitary sewer facilities including the Project's sewer connection in accordance with City Regulations and utility improvement plans approved by the City Engineer.

b. The Subdivider shall build and dedicate, to the satisfaction of the City Engineer, public sewer mains, manholes and associated improvements required to serve the entire subdivision. All public infrastructure shall be located in the private subdivision roadways. The Subdivider shall provide easements, to the satisfaction of the City Engineer, across the entire road plus 5 feet on either side as measured from the back of curb. Repair and maintenance of all sewer lines outside of easements which includes (but it not limited to) laterals and appurtenances shall be a private maintenance obligation either from the fronting property owner, HOA, or another City approved maintenance entity.

c. In the event the permanent sewer main in Corral Hollow Road and downstream improvements required to provide permanent capacity for the Project have not been constructed (by others) at the time of request for first building permit within the Project, the Subdivider shall complete the design and install master plan facilities within Corral Hollow Road from the Project to Node 4W-1 as shown in Figure 5-1 of Tracy Wastewater Master Plan.

d. Interim capacity in the existing sewer main north of Node 4W-1 may be temporarily available and the Project may be permitted to utilize existing capacity in the system north of Node 4W-1 subject to verification of availability of capacity in the existing facilities by completion of a technical analysis by City's Consultant ("Interim Sewer Capacity Analysis"). The cost of the Interim Sewer Capacity Analysis shall be funded by the Subdivider, and shall be completed prior to issuance of first building permit. If the Interim Sewer Capacity Analysis indicates that there is no capacity available for the Project, the Subdivider shall design and construct master plan facilities to provide additional capacity per the Wastewater Master Plan.

e. The Subdivider shall design and install wastewater services to existing homes on the north side of Valpico Road as part of the Offsite Improvements. The subdivider will be eligible for fee credits for the cost of installation of the water services.

f. In order to facilitate installation of wastewater service connections to existing homes fronting Corral Hollow Road as part of City's CIP project, a funding requirement in the amount of $100,000 has been identified. The Subdivider shall pay to the City the amount specified above within 30 days from written request from the City Engineer. City will identify funding source for reimbursement of the amount to the Subdivider, and enter into a Reimbursement Agreement prior to payment by the Subdivider.

g. The Subdivider is hereby notified that the City has limited wastewater treatment capacity in the City's Wastewater Treatment Plant until current and future expansion capital improvement projects are completed and operational. As of January 2017, the City had an unused capacity of approximately 1851 EDU's within its wastewater treatment plant available to new development within the City on a first come-first served basis. These EDU's are currently available to serve the proposed project, but as other development projects within the City come forward and building permits are issued, this remaining capacity will be reduced.

E.4.5. Water Distribution System

a. Water line sizing, layout and looping requirements for this Project shall comply with recommendations of the analysis by the City's Water Consultant.

b. If development of the Project is phased (e.g., the north part of the Project is developed as Phase 1 and the south part of the Project is developed as Phase 2), both connections to the City's existing potable water system (at Valpico Road and at Middlefield Drive), should be constructed with the first phase of development to provide for water supply redundancy and ensure adequate fire flow availability under all phases of Project development.

c. All water connections that are bigger than 2 inches in diameter shall be Ductile Iron Pipe (DIP).

d. During the construction of the Project, the Subdivider is responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the City of Tracy Fire Code Official.

e. All costs associated with the installation of the Project's permanent water connection(s) as identified in the Water Study including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings, replacing traffic detecting loops, conduits, and wires, relocating existing utilities that may be in conflict with the water connection(s), and other improvements shall be paid by the Subdivider.

f. Subdivider shall obtain an account for the water service to the Project and register the water meter with the Finance Department. Subdivider shall prepare and submit a map depicting the location of the water meter(s) to Finance Department.

g. If water main shut down is necessary, the City will allow a maximum of 4-hour water supply shutdown. The Subdivider shall be responsible for notifying residents or business owner(s), regarding the water main shutdown. The written notice, as approved by the City

Engineer, shall be delivered to the affected residents or business owner(s) at least 72 hours before the water main shutdown. Prior to starting the work described in this section, the Subdivider shall submit a Water Shutdown Plan and Traffic Control Plan to be used during the installation of the offsite water mains.

h. The Subdivider shall design and install domestic water service connections, including remote-read water meter (the water meter to be located within City's easement) in accordance with City Regulations.

i. The Subdivider shall build and dedicate, to the satisfaction of the City Engineer, public water mains, valves, fittings, fire hydrants and associated improvements required to serve the entire subdivision. All public infrastructure shall be located in the private subdivision roadways. The Subdivider shall provide easements, to the satisfaction of the City Engineer, across the entire road plus 5 feet on either side as measured from the back of curb to maintain the valves, fitting, fire hydrants and other associated improvements. Repair and maintenance of all water lines outside of easements which includes (but it not limited to) laterals, meters and appurtenances shall be a private maintenance obligation either from the fronting property owner, HOA, or another City approved maintenance entity.

j. The Subdivider shall design and install fire hydrants at the locations approved by the City's Fire Safety Officer and Chief Building Official. Prior to the approval of the Improvement Plans, the Subdivider shall obtain written approval from the City's Fire Safety Officer and Chief Building Official, for the design, location and construction details of the fire service connection to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.

k. The Subdivider shall design and install water services to existing homes on the north side of Valpico Road as part of the Offsite Improvements. The Subdivider will be eligible for fee credits for the cost of installation of the water services.

l. In order to facilitate installation of water service connections to existing homes fronting Corral Hollow Road as part of City's CIP project, a funding requirement in the amount of $100,000 has been identified. The Subdivider shall pay to the City the amount specified above within 30 days from written request from the City Engineer. City will identify funding source for reimbursement of the amount to the Subdivider, and enter into a Reimbursement Agreement prior to payment by the Subdivider.

m. Recycled Water

On-site Recycled Water is proposed to fill and maintain the water levels in the proposed project's lakes. On-site and off-site recycled water lines shall be designed per City Standards and applicable Regulations. The Subdivider shall install Recycled Water main in Valpico Road with construction of required roadway improvements on Valpico Road.

City will be installing Recycled Water facilities from the Wastewater Treatment Plant upto the intersection of Lammers Road and Old Schulte Road. Prior to final inspection of 150th home excluding model homes, the Subdivider shall complete installation of Recycled Water facilities from the Project to the intersection of Lammers Road and Old Schulte Road to connect

to Recycled Water line, if City's project has installed the Recycled Water Mains from the WWTP upto this junction.

If City's Recycled Water facilities are not completed, or are partially completed prior to final inspection of 150th home excluding model homes, the Subdivider shall construct needed facilities to extend Recycled Water facilities to connect the Project to Recycled Water lines. If no Recycled Water facilities are available to connect, the Subdivider shall demonstrate that City's domestic water supplies and water network are adequate to provide water to the Project and lakes. In such event, City's consultant will prepare a report with recommendations for any improvements to the City's water system or other means of addressing the additional demand on City's domestic water system. The Subdivider shall be responsible for costs of full compliance with the recommendations.

If the Subdivider installs Recycled Water Facilities that are funded by the Development Impact Fees or other sources, the Subdivider will be eligible to request fee credits and/or reimbursements pursuant to Tracy Municipal Code.

E.4.6. Utility Easements

a. Utilities within private streets shall be located within utility easements dedicated to the City, and shall be subject to review and approval by the City Engineer. Proposed Maintenance access roads or curb cuts shall be reviewed and approved by the City Engineer.

b. The Subdivider shall coordinate with local service providers and dedicate necessary Public Utility Easements (PUE) along the Project's frontage on Valpico Road and within the Project for Joint Trench Utilities to serve the Project.

E.4.7 Street Improvements:

a) Right of Way on Valpico Road Per the Citywide Roadway & Transportation Master Plan (CRTMP) that was adopted by the City Council on November 26, 2012, pursuant to Resolution 2012-240, Valpico Road will be a 4-lane major arterial street with a minimum right-of-way of 99 feet. The street section proposed consists of 102' wide right-of-way.

The Subdivider shall dedicate 47 feet right-of-way from the existing right-of-way line of Valpico Road towards the Property along the entire frontage of the Property on Valpico Road, for the construction of Valpico Road Frontage Improvements. The Subdivider shall dedicate the right-of-way on Final Map, or execute a Grant Deed to convey the land in fee title and submit legal description and plat map that describes the area to be dedicated, prior to the issuance of the Grading Permit. The cost of preparing the legal description and plat map will be the sole responsibility of the Subdivider.

Subdivider shall acquire right-of-way required on the north side of Valpico Road (County parcels) to install the roadway and sidewalk improvements including undergrounding of overhead utilities. City may assist Subdivider in acquisition of the right-of-way. Cost of acquisition of right-of-way shall be reimbursable to the Subdivider from the program fees as determined by the City Engineer.

Subdivider will be eligible to request fee credits and/or reimbursements for the cost of right-of-way in excess of Subdivider's obligation as defined in Traffic Master Plan and pursuant to Tracy Municipal Code requirements.

The City will assume responsibility to maintain the public improvements and accept the offer of dedication for right-of-way on Valpico Road after the City Council accepts the public improvements.

b) Frontage Improvements on Valpico Road – The Subdivider shall design and construct all roadway improvements on Valpico Road that are necessary to provide safe and functional access(s) to the Project for each phase and at Project's build-out condition, as described by the Traffic Report, and as required by the Conditions of Approval.

(i) The Frontage Improvements involve the widening of the south side of Valpico Road along the frontage of the Project and pavement transitions on both sides on Valpico Road and other improvements which include but not limited to, the installation of new asphalt concrete pavement, concrete curb, gutter, sidewalk, Class I bike lane, handicap ramp(s), crosswalk, bus shelter with turnout and associated improvements, parkway landscaping improvements with automatic irrigation system, storm drainage, catch basin/ drop inlet, fire hydrant, domestic, irrigation and fire services, street lights traffic sign(s), pavement marking and striping along the entire frontage on Valpico Road, and other improvements such as barricades, signing, and striping that are necessary to provide a safe transition to and from existing roadway section of Valpico Road (Frontage Improvements).

(ii) The roadway improvements shall also include the installation of a traffic signal at the Main Entry Street at Valpico Road. The intersection improvements will include but not limited to, traffic detection loops, pull boxes, conduits and wires, audible pedestrian warning, electronic sign, crosswalk, pavement legends and markings, lane markings, traffic signs, and other improvements as determined by the City Engineer that are deemed to be necessary to have a safe and functional traffic signal. The traffic signal is not included in funded improvements in City's fee program, and hence costs of design, acquisition of right-of-way (if required) and installation of the traffic signal is not eligible for fee credits or reimbursements.

(iii) The sidewalk along the frontage of the project shall be extended east of the Project boundary to connect to the existing sidewalk. Cost of acquiring right-of-way or easements and installation of the sidewalk shall be the responsibility of the Subdivider.

(iv) Subdivider shall design and install improvements on Valpico Road west of the Project to provide safe transitions to existing improvements. Subdivider shall acquire needed right-of-way on both sides of Valpico Road. Scope of roadway improvements shall be as determined by the City Engineer during the review of the improvement plans for the Project.

(v) Subdivider will be eligible to request fee credits and/or reimbursements for the cost of design and construction of improvements on Valpico Road that are in excess of Subdivider's obligation as defined in Traffic Master Plan and pursuant to Tracy Municipal Code requirements.

(vi) The Subdivider may request formation of a benefit district for recovering cost of right-of-way and construction of improvements beyond the Subdivider's frontage responsibility and not

included in City's fee program. The City will collect administrative fee, formation cost, and program management fees for forming, administering, and managing the benefit district. The Subdivider is responsible for submitting all documents such as materials receipts, payroll, equipment rental and others to show actual construction cost or expenses incurred or to support claim for reimbursement.

(vii) Improvement plans to be prepared for Valpico Road improvements shall include transition paving, widening, striping and signage, modification or removal of the existing guard rail (if required) to the east of the Project to conform to existing 4-lane street section in compliance with applicable standards to ensure safe transition for eastbound and westbound traffic on Valpico Road. The improvement plans shall also include transition paving, widening, striping and signage, modification or removal of the existing private improvements, relocation of existing overhead utility poles (if required) to the west of the Project to conform to existing street section in compliance with applicable standards to ensure safe transition for eastbound and westbound traffic on Valpico Road. The improvements shall be as approved by the City Engineer.

(viii) City has approved improvement plans to construct improvements on Corral Hollow Road to widen the street section to 4-lane configuration. The improvements on Valpico Road to be installed with the Project shall match the improvements per the approved improvement plans for Corral Hollow Road Improvements project at the intersection of Corral Hollow Road and Valpico Road. If the improvements at the intersection of Corral Hollow Road and Valpico Road are completed by the City at the time of construction of Valpico Road improvements by the Subdivider, the Subdivider shall design and construct improvements on Valpico Road to match the intersection improvements.

(ix) The construction details and specifications of bus turnout and bus shelter on Valpico Road shall be submitted for City's review at the time of review of Offsite Improvement Plans. The cost of the bus shelters and turnout and associated improvements are to be paid by the Subdivider without any reimbursement from the City.

(x) The Subdivider shall dedicate an easement for maintenance of traffic signal loops within Entry Street 1 on the Final Map, or execute a Grant Of Easement to the City, and submit legal description and plat map that describes the easement area.

(xi) Any travel lane(s) or left-turn and right-turn lane(s) and traffic signal at Entry Street 1 are considered to be site specific offsite improvements and they are Subdivider's responsibility to design and construct without any fee credits or reimbursements.

(xii) Prior to the issuance of a Building Permit for the project, the Subdivider shall dedicate a Public Utility Easement (PUE) along the full frontage of the Project on Valpico Road.

(xiii) CMU wall that is proposed to be constructed along the frontage of the project shall be located behind the right-of-way on Valpico Road. Maintenance of the wall, monument and decorative pavement at Entry Street 1 shall be the responsibility of the HOA.

c. Roadway Improvements on North side of Valpico Road- The Subdivider shall design and construct all roadway improvements on north side Valpico Road per the Valpico Road Typical

section shown on the Tentative Map and City Standards.

(i) Improvement plans to be prepared for Valpico Road improvements shall include improvements required to construct 4-lane arterial section with 5' wide Class II bike lane, curb and gutter, 5' wide sidewalk and improvements behind the sidewalk within the 3' setback to the right-of-way on the north side of Valpico Road. The improvement plans shall also include modification or removal of the existing private improvements as required to construct improvements and undergrounding of existing overhead utility poles in compliance with applicable standards. The improvement plans shall show modifications of driveways, landscape, fences, walls, mailboxes and other structures that may be impacted with the construction of the improvements.

The Subdivider shall coordinate modifications with property owners to minimize impacts to the parcels. City may require preparation of detailed exhibits for each of the parcels to provide necessary information to the owners.

d. All roadway improvements described in these Conditions of Approval must be designed and constructed by the Subdivider to meet the applicable requirements of the latest edition of the California Department of Transportation Highway Design Manual (HDM) and the California Manual of Uniform Traffic Control Devices (MUTCD), all applicable City Regulations, and these Conditions of Approval.

The Subdivider may complete the construction of improvements on Valpico Road in two phases:

First phase consisting of design and construction of Frontage Improvements on the south side of Valpico Road, four traffic lanes (two lanes for eastbound and two lanes for westbound traffic) with interim asphalt curb on the north side of Valpico Road, and installation of the traffic signal shall be completed by the Subdivider prior to issuance of 100th building permit within the Property.

Second phase consisting of removal of interim improvements, undergrounding of overhead utilities and sidewalk on the northside of Valpico Road shall be completed by the Subdivider prior to issuance of 200th building permit within the Property.

e. The Subdivider shall be responsible for any repairs or reconstruction of street pavement, curb, gutter and sidewalk and other public improvements on Valpico Road, if determined by the City Engineer to be in poor condition or damaged by construction activities related to the Project.

f. If the Subdivider completes the construction of roadway improvements on Valpico Road as described in these Conditions of Approval that are beyond the frontage responsibility of the Project, the Subdivider may be entitled to fee credits and/or reimbursement for the program portion of the roadway improvements on Valpico Road in accordance with the OIA and Title 13 of the Tracy Municipal Code. The amount of fee credit and/or reimbursement shall be determined during the review of improvement plans.

E.4.8. Project Access and Traffic Circulation

a. Design and construction of all streets and Entry Street 1 and 2 shall comply with the findings of the Traffic Analysis by Kimley-Horn Associates, and applicable City Standards.

b. The Subdivider shall construct complete street improvements for the Private internal streets and alleys as generally shown in the Tentative Map Tract No. 3917. Subdivider shall comply with the requirements of Fire Department and Public Works Department for access and design of structural pavement for Maintenance Access roads and Fire Lane access Roads within the Development. Improvement Plans shall be submitted to Engineering Division for review and approval by the City Engineer.

i) Private Streets and alleys will be maintained by the HOA.

ii) The Subdivider shall prepare a Signing and Striping Plan for the on-site private streets and alleys. The Signing and Striping Plan shall include all stop bars, stop legends, stop signs, right-turn or left turn arrows, centerline stripes, traffic control signage, etc. as necessary for internal traffic circulation.

iii) Striping and signage for on-street parking on the internal private streets and for designated parking lots for resident, guest, employees, and visitor parking shall comply with City's standards for Off Street Parking.

iv) The Subdivider shall submit detailed plans for Parcel L, Pedestrian Access to Corral Hollow Road. The improvements proposed within Parcel L shall be submitted for review and approval by City Engineer, Public Works Director and Police Chief.

E.4.9. Irrigation and Landscaping Plans

a. All parkway landscaping improvements along the frontage of the Property on Valpico Road shall be designed and constructed in accordance with City Regulations and completed as part of the Valpico Road Frontage Improvements. Design and construction details of these improvements shall be included in the Irrigation and Landscaping Plans. Parkway landscaping shall be maintained by the HOA as part of the Long-Term Maintenance Agreement between the City and Subdivider or HOA. The parkway landscape planting and irrigation system shall be separate from the onsite landscaping plan, including a separate irrigation meter, irrigation main(s), and irrigation controller(s). Parkway landscape improvements shall conform to City standards.

b. The Subdivider shall design and install public and private improvements, including street trees, monument signs, decorative fences and walls, and other improvements at locations that shall meet requirements related to horizontal sight distance.

E.4.10. Undergrounding of Overhead Existing Overhead Utilities

a. The Subdivider shall design and underground existing utilities on the north side of Valpico Road across from the Project as part of the Frontage Improvements. The Subdivider shall coordinate design and installation of underground utilities with the utility companies and the property owners. Undergrounding of services to the existing homes shall be completed with the undergrounding. City will provide assistance in seeking cooperation of the property owners in

undergrounding of services to homes. The Subdivider shall acquire easements if required to install the underground utilities. If the Subdivider is unable to acquire the necessary easements, City may extend its power of eminent domain subject approval of the City Council.

b. Pursuant to Tracy Municipal Code, Subdivider is responsible for 50% of the cost of undergrounding of overhead utilities on the north side of Valpico Road. City may reimburse the Subdivider for costs in excess of Subdivider's obligation towards the cost of undergrounding subject to availability of funds. At the time of approval of this Development Application, City has not identified funding sources for reimbursement. City will continue its evaluation of funding sources including Rule 20-A funding.

E.4.11. Offsite Improvement Agreement

a. Prior to starting any work on Valpico Road Frontage Improvements, the Subdivider shall sign an improvement agreement (Offsite Improvement Agreement or OIA) and post improvement security in accordance with Section 12.36.080 of the TMC, to guarantee completion of the public improvements. The OIA requires approval from the City Council.

E.4.12. Traffic Impact Mitigations

a. All Applicable traffic impact mitigations identified in the Environmental Impact Report shall be complied with.

E.4.13. Traffic Control Plan - Prior to starting the work, the Subdivider shall submit a Traffic Control Plan, to show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California.

E.4.14. Joint Utility Trench Plans – The Subdivider shall prepare joint trench plans in compliance with utility companies' requirements and City regulations, and obtain approval of the plans. All private utility services to serve Project, including electric, telephone and cable TV to the building must be installed underground, and to be installed at the location approved by the respective owner(s) of the utilities.

a. The Subdivider shall submit Joint Utility Trench Plans for the installation of electric, gas, telephone and TV cable main and service lines that are necessary to be installed to serve the Project. These utilities shall be installed within the Public Utility Easement (PUE) that will be offered for dedication to the City. The Subdivider shall coordinate, as feasible, with the respective owner(s) of the utilities for the design of these underground utilities to ensure they can be installed within the PUE to the extent feasible (and except in the event, that additional space beyond the PUE is required, as determined by the utilities owner(s)).

b. The Subdivider shall verify with the respective utility owner(s) if they will allow the installation of private landscaping within the public utility easement. Subdivider shall provide the utilities' owner(s) written notification and receive permission to construct the improvements, prior to the approval of the building permit.

E.5. Building Permit - No building permit will be approved by the City until the Subdivider

demonstrates, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

E.5.1. Payment of the Master Plan Fees for Citywide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park adopted by the City Council on January 7, 2014, per Resolution 2014-010.

E.5.2. Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC, and these Conditions of Approval.

E.5.3. Payment of the Agricultural Conversion or Mitigation Fee as required in Chapter 13.28 of the TMC, and these Conditions of Approval.

E.5.4. Payment of the Regional Transportation Impact Fees (RTIF) as required in Chapter 13.32 of the TMC, and these Conditions of Approval.

E.6. Acceptance of Public Improvements - Public improvements will not be accepted by the City Council until after the Subdivider completes construction of the relevant public improvements, and also demonstrates to the City Engineer satisfactory completion of the following:

E.6.1. Correction of all items listed in the deficiency report prepared by the assigned Engineering Inspector relating to public improvements subject to City Council's acceptance.

E.6.2. 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.

E.6.3. Reasonable written permission from irrigation district or affected owner(s), if applicable, as required in Condition E.10.3, below. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.

E.7. Temporary or Final Building Certificate of Occupancy or Final Building Inspection - No Temporary or Final Building Certificate of Occupancy will be issued by the City until after the Subdivider provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that:

E.7.1. The Subdivider has satisfied all applicable requirements set forth in Condition E.6, above.

E.7.2. The Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the improvements required in these Conditions of Approval. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the 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).

E.7.3. Unless dedicated on the Final Map, signed and notarized Grant Deed with the legal description and plat map that describes the area to be dedicated to the City, for the construction of Valpico Road Improvements.

E.7.4. Unless dedicated on the Final Map, signed and notarized Grant of Public Access Easements, Emergency Vehicle Access Easements, and Utility Easements with legal description and plat maps as applicable.

E.8. Improvement Security – The Subdivider shall provide improvement security for all public facilities, as required by the OIA and these Conditions of Approval. The form of the improvement security may be a surety bond, letter of credit or other form in accordance with section 12.36.080 of the TMC. The amount of improvement security shall be as follows:

E.8.1. Faithful Performance (100% of the estimated cost of constructing the public facilities),

E.8.2. Labor & Materials (100% of the estimated cost of constructing the public facilities), and

E.8.3. Warranty (10% of the estimated cost of constructing the public facilities)

E.9. Release of Improvement Security - Improvement Security(s) described herein shall be released to the Subdivider after City Council's acceptance of public improvements, and after the Subdivider demonstrates, to the satisfaction of the City Engineer, compliance of these Conditions of Approval, and completion of the following:

E.9.1. Improvement Security for Faithful Performance, Labor & Materials, and Warranty shall be released to the Subdivider in accordance with Section 12.36.080 of the TMC.

E.9.2. Written request from the Subdivider and a copy of the recorded Notice of Completion.

E.10. Special Conditions

E.10.1. All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with City Regulations, and City's Design documents including the City's Facilities Master Plan for storm drainage, roadway, wastewater and water adopted by the City, or as otherwise specifically approved by the City.

E.10.2. 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. The Subdivider shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit.

E.10.3. The Subdivider shall abandon or remove all existing irrigation structures, channels and pipes, if any, as directed by the City after coordination with the irrigation district, if the facilities are no longer required for irrigation purposes. If irrigation facilities including tile drains, if any,

are required to remain to serve existing adjacent agricultural uses, the Subdivider will design, coordinate and construct required modifications to the facilities to the satisfaction of the affected agency and the City. Written permission from irrigation district or affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.

E.10.4. Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or another public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the Grading Permit, Encroachment Permit, Building Permit, Improvement Plans, and OIA, if the City Engineer finds it necessary due to public health and safety reasons, and it is in the best interest of the City. The 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.

F. Fire Department Conditions of Approval

1. Prior to occupancy of any structures, monitored NFPA 13-R automatic sprinkler and smoke alarm systems must be installed.
2. Trees planted along fire apparatus access roads or alleys shall be maintained/pruned to provide the minimum 13.5 feet of clear vertical height or the variety provided shall be the type which will not naturally encroach into this right-of-way for emergency vehicle access.
3. Any cul-de-sac bulb that cannot accommodate fire truck turning with on-street parking shall be striped and signed "no parking" to the satisfaction of the Fire Chief.
4. All alleys shall be signed and striped "no parking" to ensure a 20-foot clear travel way at all times for emergency vehicle access.

G. Public Works Conditions of Approval

1. The City requires that the Tracy Village Development project homeowners association (HOA) provide for maintenance of all landscape areas within the project boundaries, and shall join a Community Facilities district (CFD) for landscape maintenance adjacent to the project within the City's right-of-way along both Corral Hollow and Valpico Roads. While required to join the CFD, it will be kept in a "dormant" status for the private streets landscape maintenance and only activated if the HOA does not provide for maintenance as needed. Landscape maintenance on each privately owned lot will be the responsibility of the individual homeowners.

2. Landscaping shall be provided consistent with standard details of the City Master Plans.

3. The developer shall coordinate with the City's trash collector (currently Tracy Delta disposal) to allow for access through the entry gates, and shall either plan for manual collection on the alley-loaded lots, or ensure that the toters are located for pick-up by the trucks on the right hand side only.

Exhibit "C"
Location Map

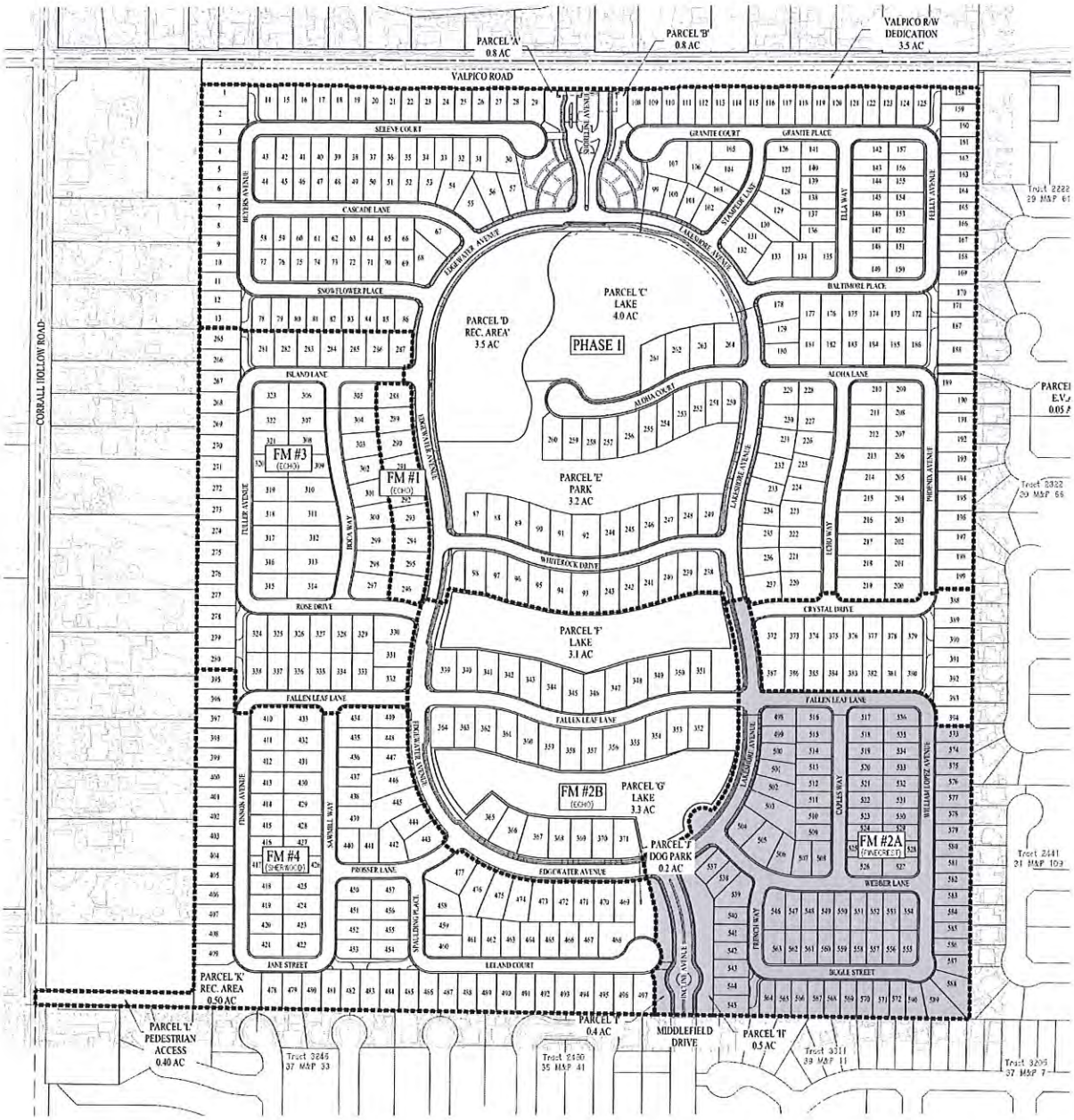

EXHIBIT "D"
PAGE 1 OF 1

Name of Person	Company Name	Telephone Number
Steve Savage	Toll Brothers	(925) 249-6032
Gordon Zanin	CBG Civil Engineers	(925) 866-0322

Remainder of the Page Intentionally Left Blank

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
Tracy Village Neighborhood 2B
Tract 4158

This Subdivision Improvement Agreement ("**Agreement**") is entered into between the City of Tracy, a municipal corporation ("**City**"), and **TOLL WEST INC.** which will do business in California as Toll Brothers West Inc., a Delaware corporation (hereinafter "Subdivider").

Recitals

A. Subdivider is currently the owner of the real property located at south side of Valpico Road and east of Corral Hollow Road ("**Property**"), and more particularly described in **Exhibit "A"**, attached and incorporated herein by its reference.

B. On May 15, 2018, the Tracy City Council ("***City Council***") adopted the Tracy Village Specific Plan and approved various related land use entitlements including Application No. TSM17-0003 and approved by Resolution No. 2018-087 (the "***Tentative Subdivision Map for Tracy Village, Tract No 3917***"). The project includes 590 single-family dwelling units and would include three manmade lakes totaling approximately 10 acres, along with a community recreation center with pool, spa and bocce courts, open space and trails/pathways. The project also includes the proposed annexation into the City of an additional 42 residential properties. The Tentative Subdivision Map is on file with the City Clerk and is incorporated herein by this reference.

C. The Tentative Map approval was subject to certain conditions of approval ("**Conditions**"). The Conditions are attached here as **Exhibit "B"** and incorporated by reference. Among other things, the Conditions describe improvements that are required for approval of a final map under the Subdivision Map Act, the City's 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), the Subdivider has submitted to the City the Final Subdivision Map ("**Final Map**") for Tract No. 4158 - Tracy Lakes Neighborhood 2B, consisting of 33 single family residential lots and other parcels to be owned by Homeowner's Association located on approximately 14.87 acres within the boundaries of the aforementioned 590 lot Tracy Village Project. Exhibit "C" shows the overall Tracy Village project area and the location of the Final Subdivision Map for Tract 4158 – Tracy Lakes Neighborhood 2B ("Project" or "Project site").n Map Act, the City's Subdivision Ordinance, and applicable City Standards.

E. In accordance with the Conditions of Approval, the Subdivider has prepared, and the City Engineer has approved certain Improvement Plans and Specifications (which incorporate portions of the City's Standard Specifications) which describe in more detail the improvements that are required for approval of the Final Map. The Plans and Specifications are incorporated herein by reference. The approved "Plans and Specifications" includes: fourteen (14) sheets of improvement plans entitled "***Tracy Lakes – Phase 2B Improvement Plans Tracts 4158&4159***" prepared by CBG Civil Engineers, San Ramon, CA.; four (4) sheets of joint trench plans entitled "Joint Trench Composite Plan, Tracy Lakes Echo 1, Tract 4158, prepared by Giacalone Design Services, Inc. Pleasanton, CA.; and forty-one (41) sheets of Streetscape plans entitled "Tracy Lakes Tract #3917 Entry & Loop Road – Phase 2 Landscape Improvement Plans" prepared by SMP Environmental Design of Dana Point, CA. The Improvement Plans, Joint Trench Plan and Street Light Plans are on file with the City Engineer under Tracking Number ENG 23-0004, and the Streetscape Improvement Plans are on file with the City Engineer under Tracking Number ENG 22-0047, all incorporated herein by reference.

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

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location.** Subdivider shall perform, or cause to be performed, the Work described in the Plans and Specifications and the Conditions ("**Work**"), to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at Subdivider'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. Subdivider 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).

   Subdivider shall perform all Work at the locations and grades shown on the Plans and Specifications. Subdivider (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 Subdivider'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. Work shall begin 60 days after the Effective Date of this Agreement, in compliance with the requirements in Section 2.1. Effective Date is defined as the date on which the City executes the Agreement. Subdivider 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 fifteen (15) days before the beginning of Work, Subdivider shall provide written notice to the City Engineer of the date on which Subdivider will begin Work. Subdivider shall not begin Work until after the notice required by this section is properly provided, and Subdivider 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, Subdivider shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Subdivider's prosecution of the Work.

   2.3 **Completion of Work.** Subdivider shall complete all Work by no later December 1, 2025 after Subdivider'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) Subdivider submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing

satisfactorily and an extension is warranted, and (c) Subdivider pays all processing fees for such time extension.

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

   3.1 **Faithful Performance** security in the amount of **$1,276,000.00** 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 **$1,276,000.00** to secure payment by Subdivider to laborers and materialmen under Government Code sections 66499.2, 66499.3, and 66499.4.

   3.3 **Warranty** security in the amount of **$127,600.00** 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 **$7,500.00** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

4. **Indemnification.** Subdivider shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Subdivider or Subdivider'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 13, 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, Subdivider's obligations under this Section 4 are in addition to all other Subdivider's obligations set forth in this Agreement and shall not affect Subdivider's warranty obligations set forth in Section 13, below.

5. **Insurance.** Concurrently with the execution of this Agreement by Subdivider, and before beginning any Work, Subdivider 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.** Subdivider shall, throughout the duration of this Agreement, maintain insurance to cover Subdivider, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

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

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

5.6 **Endorsements.** Subdivider 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 Subdivider'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, Subdivider's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Subdivider's insurance and shall not contribute with it.

5.6.3 Subdivider 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.** Subdivider 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. Subdivider shall immediately obtain a replacement policy.

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

5.9 **Insurance Certificate.** Subdivider 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) calendar days before the policy expiration date of any insurance policy required by this Agreement, Subdivider shall provide a substitute certificate of insurance.

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

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

7. **Default.**

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

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

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

7.2.2 Subdivider abandons the Project site.

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

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

7.2.5 Subdivider violates any legal requirement related to the Work.

7.3 If Subdivider fails to cure the default within thirty (30) days, or provide adequate written assurance to the satisfaction of the City Engineer that the cure will be promptly 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 Subdivider 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 Subdivider complete performance of the Work.

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

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

9. **Repair of any Damage.** In the event and to the extent Subdivider or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Subdivider shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

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

Concurrently with Subdivider's execution of this Agreement and before the beginning of any Work, Subdivider 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, Subdivider shall pay all such costs and provide a report directly to the City.

11. **Subdivider's Authorized Representative.** At all times during the progress of the Work, Subdivider shall have a competent foreperson or superintendent (Superintendent) on site with authority to act on behalf of Subdivider. Subdivider 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. Exhibit "D" attached hereto includes the initial contact information referenced in this Section 11.

12. **Acceptance of Work.** Before the City Council's acceptance of the Work, Subdivider is solely responsible for maintaining the quality of the Work and maintaining safety at the Project site. Subdivider'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.

13. **Warranty Period.** Subdivider shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. 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 Subdivider under this Agreement, Subdivider shall be in default of this Agreement and shall without delay and without any cost to City repair, replace, or reconstruct any defective improvements.

14. **Notices.**

14.1 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:

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

Attn: City Engineer
notice@cityoftracy.org

With a copy to

City Attorney's Office
333 Civic Center Plaza
Tracy, CA 95376

Attn: City Attorney

To Subdivider:

Toll West Inc. dba in California as
Toll Brothers West Inc.,
a Delaware corporation

Attn: Steve Savage
6800 Koll Center Pkwy, Ste.320,
Pleasanton, CA, 94566

Tel: (925) 249-6032
Email: ssavage@tollbrothersinc.com

With a copy to

Toll West Inc.

Toll West Inc.
Attn: Yolanda Rodriguez
Chief Transactional Counsel
1140 Virginia Drive

attorney@cityoftracy.org

Fort Washington, PA 19034

Tel: (215) 938-8216
Email: yrodriguez2@tollbrothers.com

14.2 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.

15. **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. Notwithstanding the foregoing, any changes requested or approved by, or consented to by the City during in-field inspections do not need to be made in writing provided that they are reflected on the as-builts.

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

17. **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.

18. **Assignment and Delegation.** This Agreement and any portion of it may not be assigned or transferred, nor shall any of Subdivider'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.

19. **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.

20. **Permits, Licenses, and Compliance with Law.** Subdivider shall, at Subdivider's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Before City signs the Agreement, Subdivider shall obtain a City of Tracy Business License. Subdivider shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

21. **Entire Agreement; Exhibits; Severability.** The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Legal Description of Property (Recital A.)
B. Conditions of Approval (Recital D.) – Tract 3917 COA attached
C. Location Map
D. Subdivider's Authorized Representative Information (Section 11.)

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.

22. **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.

[SIGNATURES ON FOLLOWING PAGE]

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. _____.]

Subdivider

_____

By: Steve Savage
Title: Vice President
Date: 12-6-23

Federal Employer Tax ID No.
83-3070946

Attest:

_____
By: Adrianne Richardson, City Clerk

Approved As To Form:

_____
By: Bijal M. Patel, City Attorney

ACKNOWLEDGMENT

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

State of California
County of Alameda)

On December 13, 2023 before me, Rosana Haydee Martinez Sedano, Notary Public
(insert name and title of the officer)

personally appeared Steve Savage,
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.

ROSANA HAYDEE
MARTINEZ SEDANO
Notary Public - California
Alameda County
Commission # 2404926
My Comm. Expires May 20, 2026

Signature _____ (Seal)

Exhibit "A"

LEGAL DESCRIPTION

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

PARCEL B, AS SHOWN ON THAT CERTAIN MAP ENTITLED, TRACT NO. 4156, TRACY VILLAGE NEIGHBORHOOD 1, FILED FOR RECORD on April 28, 2023 IN BOOK 44 OF MAPS AND PLATS, PAGE 65,
SAN JOAQUIN COUNTY RECORDS.

City of Tracy
Conditions of Approval

Tracy Village
Application Number (Tract 3917)
May 15, 2018

These Conditions of Approval shall apply to the real property described as the Tracy Village Development. The Tracy Village Development Project is proposed as a gated community consisting of 590 single-family detached residential homes, and would include three man-made lakes totaling approximately 10 acres, along with a community recreation center with pool, spa and bocce courts, open space and trails/pathways (Assessor's Parcel Number 244-040-01 and 244-030-01 and 02), located on the south side of Valpico Road, east of Corral Hollow Road. The project also includes the proposed annexation into the City of an additional 42 residential properties (Residential Annexation Area) fronting Corral Hollow Road and Valpico Road, and an adjoining drainage canal north of Valpico Road (Parcel Numbers 244-030-03 through 22 and 242-050-01 through 21, and 242-040-29).

The following definitions shall apply to these Conditions of Approval:

1. "Applicant" means any person, or other legal entity, defined as a "Developer."

2. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed engineer designated by the City Manager, or the Development Services Director, or the City Engineer to perform the duties set forth herein.

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 (also known as Urban Management Plan), the Tracy Municipal Code, ordinances, resolutions, policies, procedures, and the City's Design documents (the Streets and Utilities Standard Plans, Design Standards, Parks and Streetscape Standard Plans, Standard Specifications, and Manual of Storm Water Quality Control Standards for New Development and Redevelopment, and Relevant Public Facilities Master Plans).

4. "Conditions of Approval" shall mean the conditions of approval applicable to the Tracy Village Development project. The Conditions of Approval shall specifically include all Development Services Department, including Planning, Engineering, and Building Divisions, Finance Department, Fire Department, and Public Works conditions set forth herein.

5. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.

6. "Project" means the real property consisting of approximately 135 acres located on the south side of Valpico Road, east of Corral Hollow Road, Assessor's Parcel Number 244-040-01, and 244-030-01 and 02, and 42 residential properties fronting Corral Hollow Road and Valpico Road (Parcel Numbers 244-030-03 through 22 and 242-050-01 through 21 and 242-040-29).

7. "Property" means the real property generally located on the south side of Valpico Road, east of Corral Hollow Road, Assessor's Parcel Number 244-040-01, 244-030-01 and 02, and 42 residential properties fronting Corral Hollow Road and Valpico Road (Parcel Numbers 244-030-03 through 22 and 242-050-01 through 21, and 242-040-29).

8. "Subdivider" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. "Subdivider" also means Developer. The term "Developer" shall include all successors
in interest.

B. Planning Division Conditions of Approval:

1. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, *et seq.*), the Subdivision Map Act (Government Code sections 66410, *et seq.*), the California Environmental Quality Act (Public Resources Code sections 21000, *et seq.*, "CEQA"), and the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 15000, *et seq.*, "CEQA Guidelines").

2. Unless specifically modified by these Conditions of Approval, the Project shall comply with all City Regulations.

3. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all mitigation measures identified in the Tracy Village Development Project Environmental Impact Report dated April 11, 2018.

4. Pursuant to Government Code section 66020, including section 66020(d)(1), the City HEREBY NOTIFIES the Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) will begin on the date of the conditional approval of this Project. If the Developer fails to file a protest within this 90-day period, complying with all of the requirements of Government Code section 66020, the Developer will be legally barred from later challenging any such fees, dedications, reservations or other exactions.

5. Except as otherwise modified herein, all construction shall be consistent with the Vesting Tentative Subdivision Map received by the Development and Engineering Services Department on April 2, 2018 and as modified on the project site plan and Tracy Village Specific Plan dated March 2018.

6. Prior to the issuance of any building permits for the community buildings, the applicant shall provide a detailed landscape and irrigation plan consistent with City landscape and irrigation standards and the approved plan, including, but not limited to Tracy

Municipal Code Section 10.08.3560, the City's Design Goals and Standards, and the applicable Department of Water Resources Model Efficient Landscape Ordinance on private property, and the Parks and Parkways Design Manual for public property, to the satisfaction of the Development Services Director. Newly planted, on-site trees shall be a minimum size of 24-inch box and shrubs shall be a minimum size of five gallons.

7. No signs are approved as a part of this development application. Prior to the installation of any signs, the applicant shall submit a sign permit application and receive approval from the Development Services Director in accordance with City Regulations.

8. Prior to the issuance of any building permits, the developer shall document compliance with the City of Tracy Manual of Stormwater Quality Control Standards for New Development and Redevelopment (Manual) to the satisfaction of the Public Works Director, which includes the requirement for Site Design Control Measures, Source Control Measures and Treatment Control Measures under the guidelines in a project Stormwater Quality Control Plan (SWQCP). Compliance with the Manual includes, but is not limited to, addressing outdoor storage areas, trash enclosures, parking areas, any wash areas and maintenance areas. The SWQCP must conform to the content and format requirements indicated in Appendix D of the Manual and must be approved by the Public Works Director prior to issuance of grading or building permits. Stormwater treatment shall be consistent with the approved plans, subject to approval by the City's Utility Department.

9. The project shall comply with all applicable provisions of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan, including Incidental Take Minimization Measures applicable at the time of permit and a pre-construction survey prior to ground disturbance, to the satisfaction of San Joaquin Council of Governments.

10. The developer shall design and construct all buildings with fire sprinklers in accordance with City Regulations to the satisfaction of the Fire Marshal.

11. Development of the 42 residential properties (Residential Annexation Area) shall be governed by the following: The majority of the 42 lots are developed with detached single-family residences, and are served by private wells and septic systems. Connection to city water and sewer systems shall be voluntary, unless new residential development (building permits for new construction) is proposed by the property owners.

12. The project shall utilize the building elevations as shown in the Tracy Village Specific Plan for the Tracy Village residential community, consistent with requirements of the City Design Standards and Guidelines and the project Planned Unit Development provisions. The final design plans shall be subject to review and approval of the Development services Director prior to first building permit issuance.

13. All of the houses that border existing developed lots on the west, east and south sides of the Tracy Village project shall be limited to a single-story in height.

14. All common area lots and open spaces, including landscaping, shall be maintained by the Project homeowner's association (HOA). Final covenants, conditions and restrictions (CC&Rs) shall be submitted to the City for review and approval prior to their recordation. The CC&Rs shall be recorded prior to City issuance of a grading plan or improvement plans for the Project.

15. All proposed Emergency Vehicle Access (EVA) points connecting the project to public streets shall be built subject to Fire Department and Engineering Division approval, including with respect to width, loads, turn radius, and use of gates or other barriers.

16. All vents, gutters, downspouts, flashing, electrical conduit, and other wall-mounted or building-attached utilities shall be painted to match the color of the adjacent surface or otherwise designed in harmony with the building exterior to the satisfaction of the Development Services Director.

17. All ground-mounted equipment, including, but not limited to air conditioning units, water heaters, gas meter and utility boxes shall be screened form view from common areas with decorative walls, fences or landscaping, to the satisfaction of the Development Services Director.

18. Prior to final inspection or certificate of occupancy, all exterior and parking area lighting shall be directed downward or shielded, to prevent glare or spray of light into any adjacent properties, to the satisfaction of the Development Services Director.

19. All PG&E transformers, phone company boxes, Fire Department connections, backflow preventers, irrigation controllers, and other on-site utilities, shall be vaulted or screened from view from any public right-of-way, behind structures or landscaping, to the satisfaction of the Development Services Director.

20. Prior to the issuance of a building permit, the Developer shall submit detailed trash and recycling enclosure plans which include the following, to the satisfaction of the Development Services Director: the walls shall be of masonry construction, at least eight feet in height, include solid metal doors, a solid roof, and an interior perimeter concrete curb. The enclosures shall include exterior color and material compatible with adjacent or nearby building exteriors of the project.

21. Prior to the issuance of a building permit, the developer shall design a recycling program consistent with State Assembly Bill 341, to the satisfaction of the Public Works Director. The program shall include or have access to enclosures with adequate space for both refuse and recycling and shall be incorporated with the trash and recycling enclosures. Each enclosure shall have signs that clearly indicate refuse and recycling locations as well as prohibition of scavenging. The program shall include recycling options or elements at the pool area and other common areas for the residents.

22. The developer shall be required to pay all applicable City impact fees, including park fees. No fee credit shall be given for the developer private parks and facilities within the Tracy Village Development.

C. Finance Department Conditions of Approval

1. Prior to recording the Final Map, the applicant shall do one of the following, subject to the approval of the Finance Director:

a. CFD or other funding mechanism. The applicant shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that prior to the issuance of the first building permit, the applicant will form a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for funding the on-going operational costs of providing Police services, 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. 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 applicant shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that prior to the issuance of the first building permit, the applicant 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.

If the provisions for adequate funding of the on-going operational costs of providing Police services, Public Works services and other City services are met prior to issuance of the first building permit for the project, subject to the Finance Director's review and approval, the terms of this condition shall be considered to have been met and this condition shall become null and void.

D. Building Division Conditions of Approval

1. The developer shall demonstrate that the proposed residential buildings are designed and constructed in conformance with all applicable City and State Regulations to the satisfaction of the Chief Building Official, including but not limited to CalGreen Building Standards and Title 24-11A accessibility standards.

2. The developer shall demonstrate that all improvements, in-tract and offsite, required to serve the Project Site described by the final map and Vesting Tentative Subdivision Map are in accordance with the City Regulations. The Improvement Plans shall specifically include all the requirements specified below.
    a. The Improvement Plans shall consist of the Grading and Storm Drainage Plans, Irrigation and Landscaping Plans, Composite / Joint Utility Plans, In-tract Civil and Utility Plans, Street Lighting Plans, Sewer Plans, Water Distribution Plans, Fire Hydrant distribution Plans, Signing and Striping Plans, Masonry Wall Plans, and Storm Water Plans, Curb, Sidewalk, Gutter, Fire Department EVA road and additional associated features, Road profiles and construction details, Handicap Accessibility Plans and construction details in accordance with City of Tracy Standards and Regulations.
    b. Improvement plans shall also include Lake Construction plans to include but not limited to retaining walls, all applicable distribution features, piping, pumps, out-fall structures, inlets and connection to City storm water.
    c. All supporting engineering calculations, soils reports, material and technical specifications, and reports related to the design of the subdivision improvements, and as required by the City Engineer shall be provided. The engineering calculations shall include calculations for determining the size and capacity of sewer, water and storm drainage facilities.
3. No Temporary or Final Building Certificate of Occupancy will be issued by the City (excluding model homes) until after the Subdivider provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that the Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the improvements required in these Conditions of Approval.
4. All gates are to be accessible by the Fire Department in the case of an emergency, by means such as a Knox box, Knox padlock, Opticon sensors or other means to the satisfaction of the Fire Chief and Chief Building Official.
5. All hydrants, FDCs and DDCVs shall be provided with a minimum of three feet of clearance at all times. Therefore, landscaping shall be designed so that no adjacent plants can grow into and obscure these pieces of equipment.

E. Engineering Division Conditions of Approval

E.1. General Conditions

The Subdivider shall comply with the applicable requirements of the approved documents, technical analyses/ reports prepared for the Project listed as follows:

a) "Tracy Village Traffic Impact Impact Analysis", prepared by Kimley-Horn

Associates, dated March 14, 2018, and Memorandum titled "Tracy-Village – Tentative Map Review" prepared by Kimley-Horn Associates, dated February 12, 2018 and any subsequent amendments and updates (Collectively "Traffic Report").

b) "Tracy Village Water Distribution System Hydraulic Network Analysis", prepared by West Yost Associates, dated February 16, 2018, and any subsequent amendments and updates. ("Water Report")

c) Technical Memorandum by Storm Water Consulting, Inc., dated January 8, 2018, and any subsequent amendments and updates. ("Storm Drainage Report").

E.2. Grading Permit

The Subdivider shall submit all relevant documents related to grading permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

E.2.1. Grading and Drainage Plans prepared on a 24" x 36" size polyester film (mylar). Grading and Drainage Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil Engineer.

a) The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Building Official and Fire Code Official prior to submitting the mylars to Engineering Division for City Engineer's approval.

b) Prior to the issuance of Grading Permit for the Project, Subdivider shall submit improvement plans and secure approval of plans from the City's Building Division, for the design of on-site sewer improvements and the Project's sewer connection.

E.2.2. Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

E.2.3. Two (2) copies of the Project's Geo-technical /Soils Report prepared by Geo-technical Engineer.

E.2.4. Copy of recorded slope easements or construction/grading easements on adjacent properties (if applicable).

E.2.5. Three (3) sets of the Storm Water Pollution Prevention Plan (SWPPP) for the Project with a copy of the Notice of Intent (NOI) submitted to the State Water Quality Control Board (SWQCB) and any relevant documentation or written approvals from the SWQCB, including the Wastewater Discharge Identification Number (WDID#).

a. After the completion of the Project, the Subdivider is responsible for filing the Notice of Termination (NOT) required by SWQCB. The Subdivider shall provide the City with a copy of the completed Notice of Termination.

b. The cost of preparing the SWPPP, NOI and NOT, including the filing fee of the NOI and NOT, shall be paid by the Subdivider.

c. The Subdivider shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the applicable provisions of the City's Storm Water Management Program.

E.2.6. Two (2) sets of the Project's Geotechnical Report signed and stamped by a licensed Geotechnical Engineer licensed to practice in the State of California.

a. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, pavement design recommendations, and elevation of the highest observed groundwater level.

E.2.7. 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 Measure AQ-1 of the Mitigation Monitoring and Reporting Program of the Environmental Impact Report (EIR).

E.2.8. A copy of the approved Air Impact Assessment (AIA) with an Indirect Source Review (ISR) from San Joaquin Valley Air Pollution Control District (SJVAPCD).

E.2.9. Two (2) sets of Hydrologic and Storm Drainage Calculations for the design of the on-site storm drainage system and for determining the size of the project's storm drainage connection, as required in Conditions E.4.2.d and E.4.3.k, below.

E.3. Encroachment Permit – Subdivider shall submit all relevant documents related to encroachment permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

E.3.1. Improvement Plans prepared on a 24" x 36" size 4-mil thick polyester film (mylar), if necessary that incorporate all the requirements described in these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

a. The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Building Official and Fire Code Official prior to submitting the mylars to Engineering Division for City Engineer's approval.

E.3.2. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

E.3.3. Traffic Control Plan shall be prepared under the supervision of, signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California, as required in Condition E.4, below.

E.3.4. Tracy's Fire Official's signature on the Improvement Plans indicating their approval for the fire service connection and fire and emergency vehicle access for the Project.

E.3.5. Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement

Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA. The Subdivider's obligations in the OIA shall be deemed to be satisfied upon City Council's acceptance of the public improvements and release of the Improvement Security.

E.3.6. Check payment for the applicable of engineering review fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable fees as required by these Conditions of Approval. The engineering review fees will be calculated based on the fee rate adopted by the City Council on May 17, 2016, per Resolution 2016-094.

E.4. Improvement Plans - Improvement Plans shall contain the design, construction details and specifications of public improvements and all subdivision 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. The Improvement Plans shall be completed to comply with City Regulations, these Conditions of Approval, and the following requirements:

E.4.1. The Improvement Plans including the Grading and Drainage Plans prepared in accordance with the City's Subdivision Ordinance and Design Standards. The improvement plans for all improvements (onsite and off-site) required to serve the Project in accordance with the City Design Documents, and these Conditions of Approval.

a. The Improvement Plans shall be prepared in mylar with the standard title and signature block.

b. The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylar including signatures by the Chief Building Official and Fire Code Official or Fire Safety Officer, prior to submitting the mylars to Engineering Division for City Engineer's approval.

E.4.2. The improvement plans shall be prepared to specifically include, but not be limited to, the following items:

a. All existing and proposed utilities such as domestic water line, irrigation service, fire service line, storm drain, and sanitary sewer, including the size and location of the pipes.

b. All supporting engineering calculations, materials information or technical specifications, cost estimate, and technical reports.

c. Two (2) copies of the Project's Geotechnical /Soils Report, prepared or signed and stamped by a Geotechnical Engineer.

d. The Project's on-site drainage connections to City's storm drainage system and on-site storm water treatment as approved by the City Engineer. Improvement Plans to be submitted with the hydrology and storm drainage calculations for the sizing of the on-site storm drainage system.

e. Three (3) sets of the Project's Storm Water Pollution Prevention Plan (SWPPP), Best

Management Practices (BMPs) and a copy of the Notice of Intent (NOI) with the State-issued Wastewater Discharge Identification number (WDID#).

E.4.3. Grading and Storm Drainage Plans

Site Grading

a. Include all proposed erosion control methods and construction details to be employed and specify materials to be used.

b. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Geotechnical Engineer. A copy of the Project's Geotechnical Report must be submitted with the Grading and Storm Drainage Plans.

c. Site grading shall be designed such that the Project's storm water can gravity drain directly to an existing storm drain system with adequate capacity to drain storm water from the Project Site in the event that the on-site storm drainage system fails or is clogged. The storm drainage release point is recommended to be at least 0.70 foot lower than the building finish floor elevation and shall be improved to the satisfaction of the City Engineer.

d. When the grade differential between the Project Site and adjacent property(s) exceeds 12 inches, a reinforced or masonry block, or engineered retaining wall is required for retaining soil. The Grading Plan shall show construction detail(s) of the retaining wall or masonry wall. The entire retaining wall and footing shall be constructed within the Project Site. A structural calculation shall be submitted with the Grading and Storm Drainage Plans.

e. An engineered fill between the Project site and adjacent properties may be accepted as a substitute of a retaining wall, if the grade differential is less than 2 feet and subject to approval by the City Engineer. The Grading and Storm Drainage Plans must show the extent of the slope easement(s). The Subdivider shall be responsible for obtaining permission from owner(s) of the adjacent and affected property(s). The slope easement must be recorded, prior to the issuance of the final building certificate of occupancy.

Storm Drainage

f. The Subdivider shall design and install the Project's storm drainage connection(s) to the City's storm drain facilities per the City of Tracy Citywide Stormwater Master Plan and the "Storm Drainage Study" and as required by the City Engineer.

g. The Subdivider shall submit design calculations and obtain approval of improvement plans for the off-site storm drain line to connect to existing channel at Sycamore Parkway. The Subdivider shall execute Offsite Improvement Agreement prior to beginning of work. The Subdivider will be required to overlay half street section on Valpico Road along the full length of the storm drain line after completion of installation of the storm drain line.

h. All on-site SD facilities, lakes, channels and associated facilities including the proposed connection(s) to the City's public drainage facilities, shall be owned and maintained by the HOA.

i. The Subdivider shall provide a Stormwater Quality Control Plan (SWQCP) detailing the methods in which the development will address compliance with the applicable City's Multi-Agency Post-Construction Stormwater Standards Manual (Manual).

The proposed stormwater treatment within the lake system will be subject review and approval by the City. Prior to the issuance of the grading permit for the project, the SWQCP shall be approved by the City Engineer.

j. Prior to the final inspection of the first building to be constructed on the Property, the Subdivider shall submit a signed and notarized Stormwater Treatment Facilities Maintenance Agreement (STFMA) as a guarantee for the performance of Subdivider's responsibility towards the repair and maintenance of on-site storm water treatment facilities. Calculations related to the design and sizing of on-site storm water treatment facilities must be submitted with the STFMA and the Grading and Storm Drainage Plans.

E.4.4. Sanitary Sewer Facilities

a. The Subdivider shall design and install sanitary sewer facilities including the Project's sewer connection in accordance with City Regulations and utility improvement plans approved by the City Engineer.

b. The Subdivider shall build and dedicate, to the satisfaction of the City Engineer, public sewer mains, manholes and associated improvements required to serve the entire subdivision. All public infrastructure shall be located in the private subdivision roadways. The Subdivider shall provide easements, to the satisfaction of the City Engineer, across the entire road plus 5 feet on either side as measured from the back of curb. Repair and maintenance of all sewer lines outside of easements which includes (but it not limited to) laterals and appurtenances shall be a private maintenance obligation either from the fronting property owner, HOA, or another City approved maintenance entity.

c. In the event the permanent sewer main in Corral Hollow Road and downstream improvements required to provide permanent capacity for the Project have not been constructed (by others) at the time of request for first building permit within the Project, the Subdivider shall complete the design and install master plan facilities within Corral Hollow Road from the Project to Node 4W-1 as shown in Figure 5-1 of Tracy Wastewater Master Plan.

d. Interim capacity in the existing sewer main north of Node 4W-1 may be temporarily available and the Project may be permitted to utilize existing capacity in the system north of Node 4W-1 subject to verification of availability of capacity in the existing facilities by completion of a technical analysis by City's Consultant ("Interim Sewer Capacity Analysis"). The cost of the Interim Sewer Capacity Analysis shall be funded by the Subdivider, and shall be completed prior to issuance of first building permit. If the Interim Sewer Capacity Analysis indicates that there is no capacity available for the Project, the Subdivider shall design and construct master plan facilities to provide additional capacity per the Wastewater Master Plan.

e. The Subdivider shall design and install wastewater services to existing homes on the north side of Valpico Road as part of the Offsite Improvements. The subdivider will be eligible for fee credits for the cost of installation of the water services.

f. In order to facilitate installation of wastewater service connections to existing homes fronting Corral Hollow Road as part of City's CIP project, a funding requirement in the amount of $100,000 has been identified. The Subdivider shall pay to the City the amount specified above within 30 days from written request from the City Engineer. City will identify funding source for reimbursement of the amount to the Subdivider, and enter into a Reimbursement Agreement prior to payment by the Subdivider.

g. The Subdivider is hereby notified that the City has limited wastewater treatment capacity in the City's Wastewater Treatment Plant until current and future expansion capital improvement projects are completed and operational. As of January 2017, the City had an unused capacity of approximately 1851 EDU's within its wastewater treatment plant available to new development within the City on a first come-first served basis. These EDU's are currently available to serve the proposed project, but as other development projects within the City come forward and building permits are issued, this remaining capacity will be reduced.

E.4.5. Water Distribution System

a. Water line sizing, layout and looping requirements for this Project shall comply with recommendations of the analysis by the City's Water Consultant.

b. If development of the Project is phased (e.g., the north part of the Project is developed as Phase 1 and the south part of the Project is developed as Phase 2), both connections to the City's existing potable water system (at Valpico Road and at Middlefield Drive), should be constructed with the first phase of development to provide for water supply redundancy and ensure adequate fire flow availability under all phases of Project development.

c. All water connections that are bigger than 2 inches in diameter shall be Ductile Iron Pipe (DIP).

d. During the construction of the Project, the Subdivider is responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the City of Tracy Fire Code Official.

e. All costs associated with the installation of the Project's permanent water connection(s) as identified in the Water Study including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings, replacing traffic detecting loops, conduits, and wires, relocating existing utilities that may be in conflict with the water connection(s), and other improvements shall be paid by the Subdivider.

f. Subdivider shall obtain an account for the water service to the Project and register the water meter with the Finance Department. Subdivider shall prepare and submit a map depicting the location of the water meter(s) to Finance Department.

g. If water main shut down is necessary, the City will allow a maximum of 4-hour water supply shutdown. The Subdivider shall be responsible for notifying residents or business owner(s), regarding the water main shutdown. The written notice, as approved by the City

Engineer, shall be delivered to the affected residents or business owner(s) at least 72 hours before the water main shutdown. Prior to starting the work described in this section, the Subdivider shall submit a Water Shutdown Plan and Traffic Control Plan to be used during the installation of the offsite water mains.

h. The Subdivider shall design and install domestic water service connections, including remote-read water meter (the water meter to be located within City's easement) in accordance with City Regulations.

i. The Subdivider shall build and dedicate, to the satisfaction of the City Engineer, public water mains, valves, fittings, fire hydrants and associated improvements required to serve the entire subdivision. All public infrastructure shall be located in the private subdivision roadways. The Subdivider shall provide easements, to the satisfaction of the City Engineer, across the entire road plus 5 feet on either side as measured from the back of curb to maintain the valves, fitting, fire hydrants and other associated improvements. Repair and maintenance of all water lines outside of easements which includes (but it not limited to) laterals, meters and appurtenances shall be a private maintenance obligation either from the fronting property owner, HOA, or another City approved maintenance entity.

j. The Subdivider shall design and install fire hydrants at the locations approved by the City's Fire Safety Officer and Chief Building Official. Prior to the approval of the Improvement Plans, the Subdivider shall obtain written approval from the City's Fire Safety Officer and Chief Building Official, for the design, location and construction details of the fire service connection to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.

k. The Subdivider shall design and install water services to existing homes on the north side of Valpico Road as part of the Offsite Improvements. The Subdivider will be eligible for fee credits for the cost of installation of the water services.

l. In order to facilitate installation of water service connections to existing homes fronting Corral Hollow Road as part of City's CIP project, a funding requirement in the amount of $100,000 has been identified. The Subdivider shall pay to the City the amount specified above within 30 days from written request from the City Engineer. City will identify funding source for reimbursement of the amount to the Subdivider, and enter into a Reimbursement Agreement prior to payment by the Subdivider.

m. Recycled Water

On-site Recycled Water is proposed to fill and maintain the water levels in the proposed project's lakes. On-site and off-site recycled water lines shall be designed per City Standards and applicable Regulations. The Subdivider shall install Recycled Water main in Valpico Road with construction of required roadway improvements on Valpico Road.

City will be installing Recycled Water facilities from the Wastewater Treatment Plant upto the intersection of Lammers Road and Old Schulte Road. Prior to final inspection of 150th home excluding model homes, the Subdivider shall complete installation of Recycled Water facilities from the Project to the intersection of Lammers Road and Old Schulte Road to connect

to Recycled Water line, if City's project has installed the Recycled Water Mains from the WWTP upto this junction.

If City's Recycled Water facilities are not completed, or are partially completed prior to final inspection of 150th home excluding model homes, the Subdivider shall construct needed facilities to extend Recycled Water facilities to connect the Project to Recycled Water lines. If no Recycled Water facilities are available to connect, the Subdivider shall demonstrate that City's domestic water supplies and water network are adequate to provide water to the Project and lakes. In such event, City's consultant will prepare a report with recommendations for any improvements to the City's water system or other means of addressing the additional demand on City's domestic water system. The Subdivider shall be responsible for costs of full compliance with the recommendations.

If the Subdivider installs Recycled Water Facilities that are funded by the Development Impact Fees or other sources, the Subdivider will be eligible to request fee credits and/or reimbursements pursuant to Tracy Municipal Code.

E.4.6. Utility Easements

a. Utilities within private streets shall be located within utility easements dedicated to the City, and shall be subject to review and approval by the City Engineer. Proposed Maintenance access roads or curb cuts shall be reviewed and approved by the City Engineer.

b. The Subdivider shall coordinate with local service providers and dedicate necessary Public Utility Easements (PUE) along the Project's frontage on Valpico Road and within the Project for Joint Trench Utilities to serve the Project.

E.4.7 Street Improvements:

a) Right of Way on Valpico Road Per the Citywide Roadway & Transportation Master Plan (CRTMP) that was adopted by the City Council on November 26, 2012, pursuant to Resolution 2012-240, Valpico Road will be a 4-lane major arterial street with a minimum right-of-way of 99 feet. The street section proposed consists of 102' wide right-of-way.

The Subdivider shall dedicate 47 feet right-of-way from the existing right-of-way line of Valpico Road towards the Property along the entire frontage of the Property on Valpico Road, for the construction of Valpico Road Frontage Improvements. The Subdivider shall dedicate the right-of-way on Final Map, or execute a Grant Deed to convey the land in fee title and submit legal description and plat map that describes the area to be dedicated, prior to the issuance of the Grading Permit. The cost of preparing the legal description and plat map will be the sole responsibility of the Subdivider.

Subdivider shall acquire right-of-way required on the north side of Valpico Road (County parcels) to install the roadway and sidewalk improvements including undergrounding of overhead utilities. City may assist Subdivider in acquisition of the right-of-way. Cost of acquisition of right-of-way shall be reimbursable to the Subdivider from the program fees as determined by the City Engineer.

Subdivider will be eligible to request fee credits and/or reimbursements for the cost of right-of-way in excess of Subdivider's obligation as defined in Traffic Master Plan and pursuant to Tracy Municipal Code requirements.

The City will assume responsibility to maintain the public improvements and accept the offer of dedication for right-of-way on Valpico Road after the City Council accepts the public improvements.

b) Frontage Improvements on Valpico Road – The Subdivider shall design and construct all roadway improvements on Valpico Road that are necessary to provide safe and functional access(s) to the Project for each phase and at Project's build-out condition, as described by the Traffic Report, and as required by the Conditions of Approval.

(i) The Frontage Improvements involve the widening of the south side of Valpico Road along the frontage of the Project and pavement transitions on both sides on Valpico Road and other improvements which include but not limited to, the installation of new asphalt concrete pavement, concrete curb, gutter, sidewalk, Class I bike lane, handicap ramp(s), crosswalk, bus shelter with turnout and associated improvements, parkway landscaping improvements with automatic irrigation system, storm drainage, catch basin/ drop inlet, fire hydrant, domestic, irrigation and fire services, street lights traffic sign(s), pavement marking and striping along the entire frontage on Valpico Road, and other improvements such as barricades, signing, and striping that are necessary to provide a safe transition to and from existing roadway section of Valpico Road (Frontage Improvements).

(ii) The roadway improvements shall also include the installation of a traffic signal at the Main Entry Street at Valpico Road. The intersection improvements will include but not limited to, traffic detection loops, pull boxes, conduits and wires, audible pedestrian warning, electronic sign, crosswalk, pavement legends and markings, lane markings, traffic signs, and other improvements as determined by the City Engineer that are deemed to be necessary to have a safe and functional traffic signal. The traffic signal is not included in funded improvements in City's fee program, and hence costs of design, acquisition of right-of-way (if required) and installation of the traffic signal is not eligible for fee credits or reimbursements.

(iii) The sidewalk along the frontage of the project shall be extended east of the Project boundary to connect to the existing sidewalk. Cost of acquiring right-of-way or easements and installation of the sidewalk shall be the responsibility of the Subdivider.

(iv) Subdivider shall design and install improvements on Valpico Road west of the Project to provide safe transitions to existing improvements. Subdivider shall acquire needed right-of-way on both sides of Valpico Road. Scope of roadway improvements shall be as determined by the City Engineer during the review of the improvement plans for the Project.

(v) Subdivider will be eligible to request fee credits and/or reimbursements for the cost of design and construction of improvements on Valpico Road that are in excess of Subdivider's obligation as defined in Traffic Master Plan and pursuant to Tracy Municipal Code requirements.

(vi) The Subdivider may request formation of a benefit district for recovering cost of right-of-way and construction of improvements beyond the Subdivider's frontage responsibility and not

included in City's fee program. The City will collect administrative fee, formation cost, and program management fees for forming, administering, and managing the benefit district. The Subdivider is responsible for submitting all documents such as materials receipts, payroll, equipment rental and others to show actual construction cost or expenses incurred or to support claim for reimbursement.

(vii) Improvement plans to be prepared for Valpico Road improvements shall include transition paving, widening, striping and signage, modification or removal of the existing guard rail (if required) to the east of the Project to conform to existing 4-lane street section in compliance with applicable standards to ensure safe transition for eastbound and westbound traffic on Valpico Road. The improvement plans shall also include transition paving, widening, striping and signage, modification or removal of the existing private improvements, relocation of existing overhead utility poles (if required) to the west of the Project to conform to existing street section in compliance with applicable standards to ensure safe transition for eastbound and westbound traffic on Valpico Road. The improvements shall be as approved by the City Engineer.

(viii) City has approved improvement plans to construct improvements on Corral Hollow Road to widen the street section to 4-lane configuration. The improvements on Valpico Road to be installed with the Project shall match the improvements per the approved improvement plans for Corral Hollow Road Improvements project at the intersection of Corral Hollow Road and Valpico Road. If the improvements at the intersection of Corral Hollow Road and Valpico Road are completed by the City at the time of construction of Valpico Road improvements by the Subdivider, the Subdivider shall design and construct improvements on Valpico Road to match the intersection improvements.

(ix) The construction details and specifications of bus turnout and bus shelter on Valpico Road shall be submitted for City's review at the time of review of Offsite Improvement Plans. The cost of the bus shelters and turnout and associated improvements are to be paid by the Subdivider without any reimbursement from the City.

(x) The Subdivider shall dedicate an easement for maintenance of traffic signal loops within Entry Street 1 on the Final Map, or execute a Grant Of Easement to the City, and submit legal description and plat map that describes the easement area.

(xi) Any travel lane(s) or left-turn and right-turn lane(s) and traffic signal at Entry Street 1 are considered to be site specific offsite improvements and they are Subdivider's responsibility to design and construct without any fee credits or reimbursements.

(xii) Prior to the issuance of a Building Permit for the project, the Subdivider shall dedicate a Public Utility Easement (PUE) along the full frontage of the Project on Valpico Road.

(xiii) CMU wall that is proposed to be constructed along the frontage of the project shall be located behind the right-of-way on Valpico Road. Maintenance of the wall, monument and decorative pavement at Entry Street 1 shall be the responsibility of the HOA.

c. Roadway Improvements on North side of Valpico Road- The Subdivider shall design and construct all roadway improvements on north side Valpico Road per the Valpico Road Typical

section shown on the Tentative Map and City Standards.

(i) Improvement plans to be prepared for Valpico Road improvements shall include improvements required to construct 4-lane arterial section with 5' wide Class II bike lane, curb and gutter, 5' wide sidewalk and improvements behind the sidewalk within the 3' setback to the right-of-way on the north side of Valpico Road. The improvement plans shall also include modification or removal of the existing private improvements as required to construct improvements and undergrounding of existing overhead utility poles in compliance with applicable standards. The improvement plans shall show modifications of driveways, landscape, fences, walls, mailboxes and other structures that may be impacted with the construction of the improvements.

The Subdivider shall coordinate modifications with property owners to minimize impacts to the parcels. City may require preparation of detailed exhibits for each of the parcels to provide necessary information to the owners.

d. All roadway improvements described in these Conditions of Approval must be designed and constructed by the Subdivider to meet the applicable requirements of the latest edition of the California Department of Transportation Highway Design Manual (HDM) and the California Manual of Uniform Traffic Control Devices (MUTCD), all applicable City Regulations, and these Conditions of Approval.

The Subdivider may complete the construction of improvements on Valpico Road in two phases:

First phase consisting of design and construction of Frontage Improvements on the south side of Valpico Road, four traffic lanes (two lanes for eastbound and two lanes for westbound traffic) with interim asphalt curb on the north side of Valpico Road, and installation of the traffic signal shall be completed by the Subdivider prior to issuance of 100th building permit within the Property.

Second phase consisting of removal of interim improvements, undergrounding of overhead utilities and sidewalk on the northside of Valpico Road shall be completed by the Subdivider prior to issuance of 200th building permit within the Property.

e. The Subdivider shall be responsible for any repairs or reconstruction of street pavement, curb, gutter and sidewalk and other public improvements on Valpico Road, if determined by the City Engineer to be in poor condition or damaged by construction activities related to the Project.

f. If the Subdivider completes the construction of roadway improvements on Valpico Road as described in these Conditions of Approval that are beyond the frontage responsibility of the Project, the Subdivider may be entitled to fee credits and/or reimbursement for the program portion of the roadway improvements on Valpico Road in accordance with the OIA and Title 13 of the Tracy Municipal Code. The amount of fee credit and/or reimbursement shall be determined during the review of improvement plans.

E.4.8. Project Access and Traffic Circulation

a. Design and construction of all streets and Entry Street 1 and 2 shall comply with the findings of the Traffic Analysis by Kimley-Horn Associates, and applicable City Standards.

b. The Subdivider shall construct complete street improvements for the Private internal streets and alleys as generally shown in the Tentative Map Tract No. 3917. Subdivider shall comply with the requirements of Fire Department and Public Works Department for access and design of structural pavement for Maintenance Access roads and Fire Lane access Roads within the Development. Improvement Plans shall be submitted to Engineering Division for review and approval by the City Engineer.

i) Private Streets and alleys will be maintained by the HOA.

ii) The Subdivider shall prepare a Signing and Striping Plan for the on-site private streets and alleys. The Signing and Striping Plan shall include all stop bars, stop legends, stop signs, right-turn or left turn arrows, centerline stripes, traffic control signage, etc. as necessary for internal traffic circulation.

iii) Striping and signage for on-street parking on the internal private streets and for designated parking lots for resident, guest, employees, and visitor parking shall comply with City's standards for Off Street Parking.

iv) The Subdivider shall submit detailed plans for Parcel L, Pedestrian Access to Corral Hollow Road. The improvements proposed within Parcel L shall be submitted for review and approval by City Engineer, Public Works Director and Police Chief.

E.4.9. Irrigation and Landscaping Plans

a. All parkway landscaping improvements along the frontage of the Property on Valpico Road shall be designed and constructed in accordance with City Regulations and completed as part of the Valpico Road Frontage Improvements. Design and construction details of these improvements shall be included in the Irrigation and Landscaping Plans. Parkway landscaping shall be maintained by the HOA as part of the Long-Term Maintenance Agreement between the City and Subdivider or HOA. The parkway landscape planting and irrigation system shall be separate from the onsite landscaping plan, including a separate irrigation meter, irrigation main(s), and irrigation controller(s). Parkway landscape improvements shall conform to City standards.

b. The Subdivider shall design and install public and private improvements, including street trees, monument signs, decorative fences and walls, and other improvements at locations that shall meet requirements related to horizontal sight distance.

E.4.10. Undergrounding of Overhead Existing Overhead Utilities

a. The Subdivider shall design and underground existing utilities on the north side of Valpico Road across from the Project as part of the Frontage Improvements. The Subdivider shall coordinate design and installation of underground utilities with the utility companies and the property owners. Undergrounding of services to the existing homes shall be completed with the undergrounding. City will provide assistance in seeking cooperation of the property owners in

undergrounding of services to homes. The Subdivider shall acquire easements if required to install the underground utilities. If the Subdivider is unable to acquire the necessary easements, City may extend its power of eminent domain subject approval of the City Council.

b. Pursuant to Tracy Municipal Code, Subdivider is responsible for 50% of the cost of undergrounding of overhead utilities on the north side of Valpico Road. City may reimburse the Subdivider for costs in excess of Subdivider's obligation towards the cost of undergrounding subject to availability of funds. At the time of approval of this Development Application, City has not identified funding sources for reimbursement. City will continue its evaluation of funding sources including Rule 20-A funding.

E.4.11. Offsite Improvement Agreement

a. Prior to starting any work on Valpico Road Frontage Improvements, the Subdivider shall sign an improvement agreement (Offsite Improvement Agreement or OIA) and post improvement security in accordance with Section 12.36.080 of the TMC, to guarantee completion of the public improvements. The OIA requires approval from the City Council.

E.4.12. Traffic Impact Mitigations

a. All Applicable traffic impact mitigations identified in the Environmental Impact Report shall be complied with.

E.4.13. Traffic Control Plan - Prior to starting the work, the Subdivider shall submit a Traffic Control Plan, to show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California.

E.4.14. Joint Utility Trench Plans – The Subdivider shall prepare joint trench plans in compliance with utility companies' requirements and City regulations, and obtain approval of the plans. All private utility services to serve Project, including electric, telephone and cable TV to the building must be installed underground, and to be installed at the location approved by the respective owner(s) of the utilities.

a. The Subdivider shall submit Joint Utility Trench Plans for the installation of electric, gas, telephone and TV cable main and service lines that are necessary to be installed to serve the Project. These utilities shall be installed within the Public Utility Easement (PUE) that will be offered for dedication to the City. The Subdivider shall coordinate, as feasible, with the respective owner(s) of the utilities for the design of these underground utilities to ensure they can be installed within the PUE to the extent feasible (and except in the event, that additional space beyond the PUE is required, as determined by the utilities owner(s)).

b. The Subdivider shall verify with the respective utility owner(s) if they will allow the installation of private landscaping within the public utility easement. Subdivider shall provide the utilities' owner(s) written notification and receive permission to construct the improvements, prior to the approval of the building permit.

E.5. Building Permit - No building permit will be approved by the City until the Subdivider

demonstrates, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

E.5.1. Payment of the Master Plan Fees for Citywide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park adopted by the City Council on January 7, 2014, per Resolution 2014-010.

E.5.2. Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC, and these Conditions of Approval.

E.5.3. Payment of the Agricultural Conversion or Mitigation Fee as required in Chapter 13.28 of the TMC, and these Conditions of Approval.

E.5.4. Payment of the Regional Transportation Impact Fees (RTIF) as required in Chapter 13.32 of the TMC, and these Conditions of Approval.

E.6. Acceptance of Public Improvements - Public improvements will not be accepted by the City Council until after the Subdivider completes construction of the relevant public improvements, and also demonstrates to the City Engineer satisfactory completion of the following:

E.6.1. Correction of all items listed in the deficiency report prepared by the assigned Engineering Inspector relating to public improvements subject to City Council's acceptance.

E.6.2. 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.

E.6.3. Reasonable written permission from irrigation district or affected owner(s), if applicable, as required in Condition E.10.3, below. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.

E.7. Temporary or Final Building Certificate of Occupancy or Final Building Inspection - No Temporary or Final Building Certificate of Occupancy will be issued by the City until after the Subdivider provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that:

E.7.1. The Subdivider has satisfied all applicable requirements set forth in Condition E.6, above.

E.7.2. The Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the improvements required in these Conditions of Approval. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the 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).

E.7.3. Unless dedicated on the Final Map, signed and notarized Grant Deed with the legal description and plat map that describes the area to be dedicated to the City, for the construction of Valpico Road Improvements.

E.7.4. Unless dedicated on the Final Map, signed and notarized Grant of Public Access Easements, Emergency Vehicle Access Easements, and Utility Easements with legal description and plat maps as applicable.

E.8. Improvement Security – The Subdivider shall provide improvement security for all public facilities, as required by the OIA and these Conditions of Approval. The form of the improvement security may be a surety bond, letter of credit or other form in accordance with section 12.36.080 of the TMC. The amount of improvement security shall be as follows:

E.8.1. Faithful Performance (100% of the estimated cost of constructing the public facilities),

E.8.2. Labor & Materials (100% of the estimated cost of constructing the public facilities), and

E.8.3. Warranty (10% of the estimated cost of constructing the public facilities)

E.9. Release of Improvement Security - Improvement Security(s) described herein shall be released to the Subdivider after City Council's acceptance of public improvements, and after the Subdivider demonstrates, to the satisfaction of the City Engineer, compliance of these Conditions of Approval, and completion of the following:

E.9.1. Improvement Security for Faithful Performance, Labor & Materials, and Warranty shall be released to the Subdivider in accordance with Section 12.36.080 of the TMC.

E.9.2. Written request from the Subdivider and a copy of the recorded Notice of Completion.

E.10. Special Conditions

E.10.1. All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with City Regulations, and City's Design documents including the City's Facilities Master Plan for storm drainage, roadway, wastewater and water adopted by the City, or as otherwise specifically approved by the City.

E.10.2. 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. The Subdivider shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit.

E.10.3. The Subdivider shall abandon or remove all existing irrigation structures, channels and pipes, if any, as directed by the City after coordination with the irrigation district, if the facilities are no longer required for irrigation purposes. If irrigation facilities including tile drains, if any,

are required to remain to serve existing adjacent agricultural uses, the Subdivider will design, coordinate and construct required modifications to the facilities to the satisfaction of the affected agency and the City. Written permission from irrigation district or affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.

E.10.4. Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or another public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the Grading Permit, Encroachment Permit, Building Permit, Improvement Plans, and OIA, if the City Engineer finds it necessary due to public health and safety reasons, and it is in the best interest of the City. The 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.

F. Fire Department Conditions of Approval

1. Prior to occupancy of any structures, monitored NFPA 13-R automatic sprinkler and smoke alarm systems must be installed.
2. Trees planted along fire apparatus access roads or alleys shall be maintained/pruned to provide the minimum 13.5 feet of clear vertical height or the variety provided shall be the type which will not naturally encroach into this right-of-way for emergency vehicle access.
3. Any cul-de-sac bulb that cannot accommodate fire truck turning with on-street parking shall be striped and signed "no parking" to the satisfaction of the Fire Chief.
4. All alleys shall be signed and striped "no parking" to ensure a 20-foot clear travel way at all times for emergency vehicle access.

G. Public Works Conditions of Approval

1. The City requires that the Tracy Village Development project homeowners association (HOA) provide for maintenance of all landscape areas within the project boundaries, and shall join a Community Facilities district (CFD) for landscape maintenance adjacent to the project within the City's right-of-way along both Corral Hollow and Valpico Roads. While required to join the CFD, it will be kept in a "dormant" status for the private streets landscape maintenance and only activated if the HOA does not provide for maintenance as needed. Landscape maintenance on each privately owned lot will be the responsibility of the individual homeowners.

2. Landscaping shall be provided consistent with standard details of the City Master Plans.

3. The developer shall coordinate with the City's trash collector (currently Tracy Delta disposal) to allow for access through the entry gates, and shall either plan for manual collection on the alley-loaded lots, or ensure that the toters are located for pick-up by the trucks on the right hand side only.

Exhibit "C"
Location Map

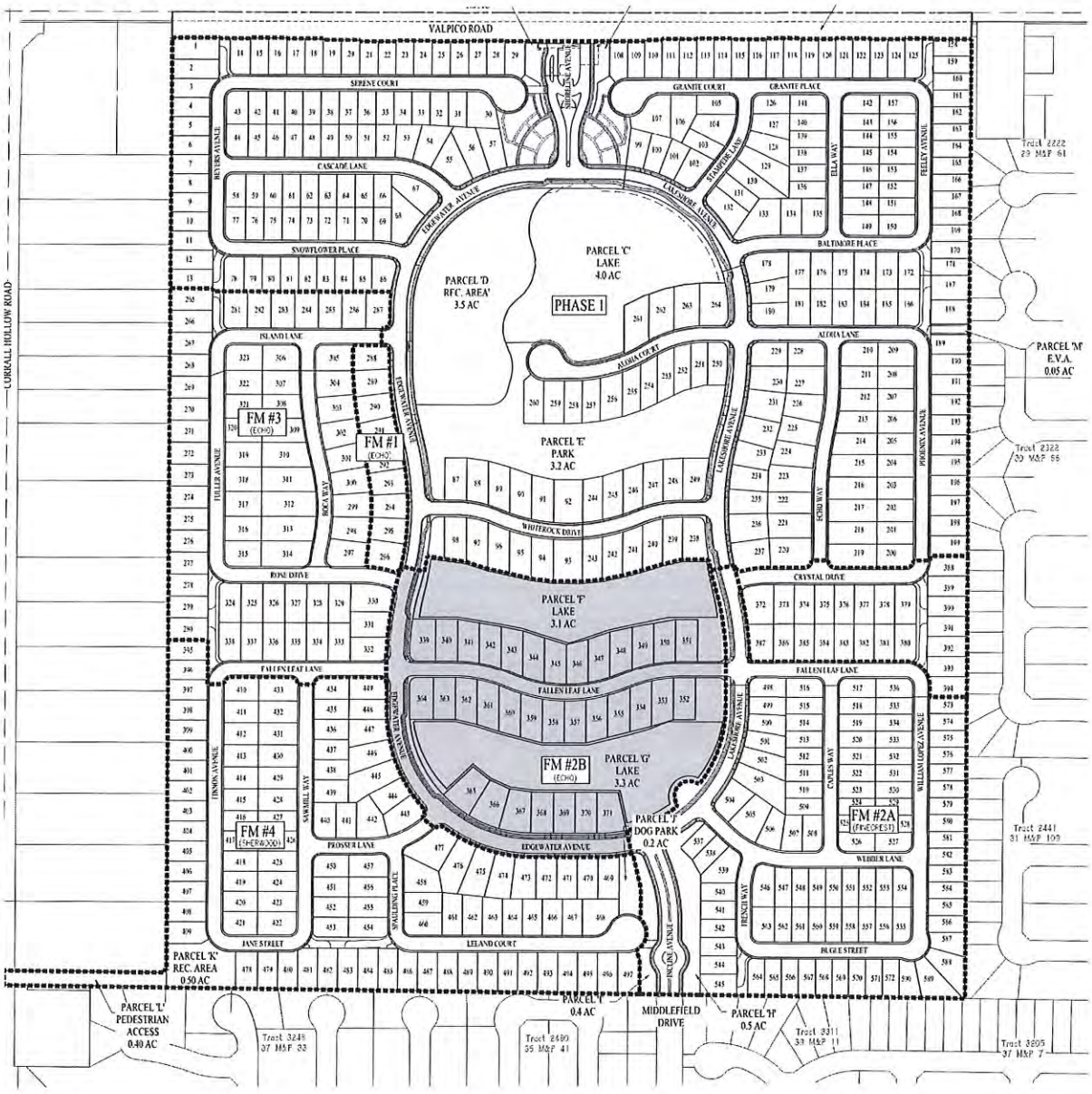

EXHIBIT "D"
PAGE 1 OF 1

Name of Person	Company Name	Telephone Number
Steve Savage	Toll Brothers	(925) 249-6032
Gordon Zanin	CBG Civil Engineers	(925) 866-0322

Remainder of the Page Intentionally Left Blank

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
Tracy Village Neighborhood 2C
Tract 4159

This **Subdivision Improvement Agreement** ("**Agreement**") is entered into between the City of Tracy, a municipal corporation ("**City**"), and **TOLL WEST INC.** which will do business in California as Toll Brothers West Inc., a Delaware corporation (hereinafter "Subdivider").

Recitals

A. Subdivider is currently the owner of the real property located at south side of Valpico Road and east of Corral Hollow Road ("**Property**"), and more particularly described in **Exhibit "A"**, attached and incorporated herein by its reference.

B. On May 15, 2018, the Tracy City Council ("City Council") adopted the Tracy Village Specific Plan and approved various related land use entitlements including Application No. TSM17-0003 and approved by Resolution No. 2018 087 (the "***Tentative Subdivision Map for Tracy Village, Tract No 3917***"). The project includes 590 single-family dwelling units and would include three manmade lakes totaling approximately 10 acres, along with a community recreation center with pool, spa and bocce courts, open space and trails/pathways. The project also includes the proposed annexation into the City of an additional 42 residential properties. The Tentative Subdivision Map is on file with the City Clerk and is incorporated herein by this reference.

C. The Tentative Map approval was subject to certain conditions of approval ("**Conditions**"). The Conditions are attached here as **Exhibit "B"** and incorporated by reference. Among other things, the Conditions describe improvements that are required for approval of a final map under the Subdivision Map Act, the City's 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), the Subdivider has submitted to the City the Final Subdivision Map ("**Final Map**") for Tract No. 4159 - Tracy Lakes Neighborhood 2C, consisting of 23 single family residential lots and other parcels to be owned by Homeowner's Association located on approximately 3.91 acres within the boundaries of the aforementioned 590 lot Tracy Village Project. Exhibit "C" shows the overall Tracy Village project area and the location of the Final Subdivision Map for Tract 4159 – Tracy Lakes Neighborhood 2C ("**Project**" or "**Project site**").

E. In accordance with the Conditions of Approval, the Subdivider has prepared, and the City Engineer has approved certain Improvement Plans and Specifications (which incorporate portions of the City's Standard Specifications) which describe in more detail the improvements that are required for approval of the Final Map. The Plans and Specifications are incorporated herein by reference. The approved "Plans and Specifications" includes: fifteen (15) sheets of improvement plans entitled "*Tracy Lakes – Phase 2B Improvement Plans Tract 4158 & 4159*" prepared by CBG Civil Engineers, San Ramon, CA.; and two (2) sheets of joint trench plans entitled "Joint Trench Composite Plan, Tracy Lakes Phase 2 – Calero 2, prepared by Giacalone Design Services, Inc. Pleasanton, CA. The Improvement Plans, Joint Trench Plan and Street Light Plans are on file with the City Engineer under Tracking Number ENG 23-0004and are incorporated herein by reference.

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

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location.** Subdivider shall perform, or cause to be performed, the Work described in the Plans and Specifications and the Conditions ("**Work**"), to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at Subdivider'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. Subdivider 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).

   Subdivider shall perform all Work at the locations and grades shown on the Plans and Specifications. Subdivider (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 Subdivider'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. Work shall begin 60 days after the Effective Date of this Agreement, in compliance with the requirements in Section 2.1. Effective Date is defined as the date on which the City executes the Agreement. Subdivider 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 fifteen (15) days before the beginning of Work, Subdivider shall provide written notice to the City Engineer of the date on which Subdivider will begin Work. Subdivider shall not begin Work until after the notice required by this section is properly provided, and Subdivider 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, Subdivider shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Subdivider's prosecution of the Work.

   2.3 **Completion of Work.** Subdivider shall complete all Work by no later than December 1, 2025 after Subdivider'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) Subdivider submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Subdivider pays all processing fees for such time extension.

3. **Improvement Security.** Concurrently with Subdivider's execution of this Agreement, and before beginning any Work, Subdivider shall furnish contract security, in a form authorized by the

Subdivision Map Act (including Government Code sections 66499 et seq.) and Tracy Municipal Code section 12.36.080, in the following amounts:

3.1 **Faithful Performance** security in the amount of **$280,000.00** 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 **$280,000.00** to secure payment by Subdivider to laborers and materialmen under Government Code sections 66499.2, 66499.3, and 66499.4.

3.3 **Warranty** security in the amount of **$28,000.00** 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 **$3,000.00** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

4. **Indemnification.** Subdivider shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Subdivider or Subdivider'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 13, 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, Subdivider's obligations under this Section 4 are in addition to all other Subdivider's obligations set forth in this Agreement and shall not affect Subdivider's warranty obligations set forth in Section 13, below.

5. **Insurance.** Concurrently with the execution of this Agreement by Subdivider, and before beginning any Work, Subdivider 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.** Subdivider shall, throughout the duration of this Agreement, maintain insurance to cover Subdivider, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

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

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

5.6 **Endorsements.** Subdivider 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 Subdivider'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, Subdivider's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Subdivider's insurance and shall not contribute with it.

5.6.3 Subdivider 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.** Subdivider 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. Subdivider shall immediately obtain a replacement policy.

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

5.9 **Insurance Certificate.** Subdivider 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) calendar days before the policy expiration date of any insurance policy required by this Agreement, Subdivider shall provide a substitute certificate of insurance.

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

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

7. **Default.**

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

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

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

7.2.2 Subdivider abandons the Project site.

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

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

7.2.5 Subdivider violates any legal requirement related to the Work.

7.3 If Subdivider fails to cure the default within thirty (30) days, or provide adequate written assurance to the satisfaction of the City Engineer that the cure will be promptly 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 Subdivider 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 Subdivider complete performance of the Work.

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

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

9. **Repair of any Damage.** In the event and to the extent Subdivider or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Subdivider shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

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

Concurrently with Subdivider's execution of this Agreement and before the beginning of any Work, Subdivider 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, Subdivider shall pay all such costs and provide a report directly to the City.

11. **Subdivider's Authorized Representative.** At all times during the progress of the Work, Subdivider shall have a competent foreperson or superintendent (Superintendent) on site with authority to act on behalf of Subdivider. Subdivider 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. Exhibit "C" attached hereto includes the initial contact information referenced in this Section 11.

12. **Acceptance of Work.** Before the City Council's acceptance of the Work, Subdivider is solely responsible for maintaining the quality of the Work and maintaining safety at the Project site. Subdivider'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.

13. **Warranty Period.** Subdivider shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. 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 Subdivider under this Agreement, Subdivider shall be in default of this Agreement and shall without delay and without any cost to City repair, replace, or reconstruct any defective improvements.

14. **Notices.**

14.1 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:

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

Attn: City Engineer
notice@cityoftracy.org

With a copy to

City Attorney's Office
333 Civic Center Plaza
Tracy, CA 95376

Attn: City Attorney
attorney@cityoftracy.org

To Subdivider:

Toll West Inc. dba in California as
Toll Brothers West Inc.,
a Delaware corporation

Attn: Steve Savage
6800 Koll Center Pkwy, Ste.320,
Pleasanton, CA, 94566

Tel: (925) 249-6032
Email: ssavage@tollbrothersinc.com

With a copy to

Toll West Inc.
Attn: Yolanda Rodriguez
Chief Transactional Counsel
1140 Virginia Drive
Fort Washington, PA 19034

Tel: (215) 938-8216
Email: yrodriguez2@tollbrothers.com

14.2 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.

15. **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. Notwithstanding the foregoing, any changes requested or approved by, or consented to by the City during in-field inspections do not need to be made in writing provided that they are reflected on the as-builts.

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

17. **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.

18. **Assignment and Delegation.** This Agreement and any portion of it may not be assigned or transferred, nor shall any of Subdivider'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.

19. **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.

20. **Permits, Licenses, and Compliance with Law.** Subdivider shall, at Subdivider's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Before City signs the Agreement, Subdivider shall obtain a City of Tracy Business License. Subdivider shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

21. **Entire Agreement; Exhibits; Severability.** The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

    A. Legal Description of Property (Recital A.)
    B. Conditions of Approval (Recital D.) – Tract 3917 COA attached
    C. Location Map
    D. Subdivider's Authorized Representative Information (Section 11.)

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.

22. **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.

[SIGNATURES ON FOLLOWING PAGE]

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. _____.]

Subdivider

_____

By: Steve Savage
Title: Vice President
Date: 12-6-23

Federal Employer Tax ID No.
83-3070946

Attest:

_____
By: Adrianne Richardson, City Clerk

Approved As To Form:

_____
By: Bijal M. Patel, City Attorney

ACKNOWLEDGMENT

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

State of California
County of Alameda)

On December 13, 2023 before me, Rosana Haydee Martinez Sedano, Notary Public
(insert name and title of the officer)

personally appeared Steve Savage,
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.

ROSANA HAYDEE MARTINEZ SEDANO
Notary Public – California
Alameda County
Commission # 2404926
My Comm. Expires May 20, 2026

Signature _____ (Seal)

Exhibit "A"

LEGAL DESCRIPTION

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

PARCEL C, AS SHOWN ON THAT CERTAIN MAP ENTITLED, TRACT NO. 4156, TRACY VILLAGE NEIGHBORHOOD 1, FILED FOR RECORD on April 28, 2023 IN BOOK 44 OF MAPS AND PLATS, PAGE 50,
SAN JOAQUIN COUNTY RECORDS.

City of Tracy
Conditions of Approval

Tracy Village
Application Number (Tract 3917)
May 15, 2018

These Conditions of Approval shall apply to the real property described as the Tracy Village Development. The Tracy Village Development Project is proposed as a gated community consisting of 590 single-family detached residential homes, and would include three man-made lakes totaling approximately 10 acres, along with a community recreation center with pool, spa and bocce courts, open space and trails/pathways (Assessor's Parcel Number 244-040-01 and 244-030-01 and 02), located on the south side of Valpico Road, east of Corral Hollow Road. The project also includes the proposed annexation into the City of an additional 42 residential properties (Residential Annexation Area) fronting Corral Hollow Road and Valpico Road, and an adjoining drainage canal north of Valpico Road (Parcel Numbers 244-030-03 through 22 and 242-050-01 through 21, and 242-040-29).

The following definitions shall apply to these Conditions of Approval:

1. "Applicant" means any person, or other legal entity, defined as a "Developer."

2. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed engineer designated by the City Manager, or the Development Services Director, or the City Engineer to perform the duties set forth herein.

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 (also known as Urban Management Plan), the Tracy Municipal Code, ordinances, resolutions, policies, procedures, and the City's Design documents (the Streets and Utilities Standard Plans, Design Standards, Parks and Streetscape Standard Plans, Standard Specifications, and Manual of Storm Water Quality Control Standards for New Development and Redevelopment, and Relevant Public Facilities Master Plans).

4. "Conditions of Approval" shall mean the conditions of approval applicable to the Tracy Village Development project. The Conditions of Approval shall specifically include all Development Services Department, including Planning, Engineering, and Building Divisions, Finance Department, Fire Department, and Public Works conditions set forth herein.

5. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.

6. "Project" means the real property consisting of approximately 135 acres located on the south side of Valpico Road, east of Corral Hollow Road, Assessor's Parcel Number 244-040-01, and 244-030-01 and 02, and 42 residential properties fronting Corral Hollow Road and Valpico Road (Parcel Numbers 244-030-03 through 22 and 242-050-01 through 21 and 242-040-29).

7. "Property" means the real property generally located on the south side of Valpico Road, east of Corral Hollow Road, Assessor's Parcel Number 244-040-01, 244-030-01 and 02, and 42 residential properties fronting Corral Hollow Road and Valpico Road (Parcel Numbers 244-030-03 through 22 and 242-050-01 through 21, and 242-040-29).

8. "Subdivider" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. "Subdivider" also means Developer. The term "Developer" shall include all successors
in interest.

B. Planning Division Conditions of Approval:

1. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, *et seq.*), the Subdivision Map Act (Government Code sections 66410, *et seq.*), the California Environmental Quality Act (Public Resources Code sections 21000, *et seq.*, "CEQA"), and the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 15000, *et seq.*, "CEQA Guidelines").

2. Unless specifically modified by these Conditions of Approval, the Project shall comply with all City Regulations.

3. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all mitigation measures identified in the Tracy Village Development Project Environmental Impact Report dated April 11, 2018.

4. Pursuant to Government Code section 66020, including section 66020(d)(1), the City HEREBY NOTIFIES the Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) will begin on the date of the conditional approval of this Project. If the Developer fails to file a protest within this 90-day period, complying with all of the requirements of Government Code section 66020, the Developer will be legally barred from later challenging any such fees, dedications, reservations or other exactions.

5. Except as otherwise modified herein, all construction shall be consistent with the Vesting Tentative Subdivision Map received by the Development and Engineering Services Department on April 2, 2018 and as modified on the project site plan and Tracy Village Specific Plan dated March 2018.

6. Prior to the issuance of any building permits for the community buildings, the applicant shall provide a detailed landscape and irrigation plan consistent with City landscape and irrigation standards and the approved plan, including, but not limited to Tracy

Municipal Code Section 10.08.3560, the City's Design Goals and Standards, and the applicable Department of Water Resources Model Efficient Landscape Ordinance on private property, and the Parks and Parkways Design Manual for public property, to the satisfaction of the Development Services Director. Newly planted, on-site trees shall be a minimum size of 24-inch box and shrubs shall be a minimum size of five gallons.

7. No signs are approved as a part of this development application. Prior to the installation of any signs, the applicant shall submit a sign permit application and receive approval from the Development Services Director in accordance with City Regulations.

8. Prior to the issuance of any building permits, the developer shall document compliance with the City of Tracy Manual of Stormwater Quality Control Standards for New Development and Redevelopment (Manual) to the satisfaction of the Public Works Director, which includes the requirement for Site Design Control Measures, Source Control Measures and Treatment Control Measures under the guidelines in a project Stormwater Quality Control Plan (SWQCP). Compliance with the Manual includes, but is not limited to, addressing outdoor storage areas, trash enclosures, parking areas, any wash areas and maintenance areas. The SWQCP must conform to the content and format requirements indicated in Appendix D of the Manual and must be approved by the Public Works Director prior to issuance of grading or building permits. Stormwater treatment shall be consistent with the approved plans, subject to approval by the City's Utility Department.

9. The project shall comply with all applicable provisions of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan, including Incidental Take Minimization Measures applicable at the time of permit and a pre-construction survey prior to ground disturbance, to the satisfaction of San Joaquin Council of Governments.

10. The developer shall design and construct all buildings with fire sprinklers in accordance with City Regulations to the satisfaction of the Fire Marshal.

11. Development of the 42 residential properties (Residential Annexation Area) shall be governed by the following: The majority of the 42 lots are developed with detached single-family residences, and are served by private wells and septic systems. Connection to city water and sewer systems shall be voluntary, unless new residential development (building permits for new construction) is proposed by the property owners.

12. The project shall utilize the building elevations as shown in the Tracy Village Specific Plan for the Tracy Village residential community, consistent with requirements of the City Design Standards and Guidelines and the project Planned Unit Development provisions. The final design plans shall be subject to review and approval of the Development services Director prior to first building permit issuance.

13. All of the houses that border existing developed lots on the west, east and south sides of the Tracy Village project shall be limited to a single-story in height.

14. All common area lots and open spaces, including landscaping, shall be maintained by the Project homeowner's association (HOA). Final covenants, conditions and restrictions (CC&Rs) shall be submitted to the City for review and approval prior to their recordation. The CC&Rs shall be recorded prior to City issuance of a grading plan or improvement plans for the Project.

15. All proposed Emergency Vehicle Access (EVA) points connecting the project to public streets shall be built subject to Fire Department and Engineering Division approval, including with respect to width, loads, turn radius, and use of gates or other barriers.

16. All vents, gutters, downspouts, flashing, electrical conduit, and other wall-mounted or building-attached utilities shall be painted to match the color of the adjacent surface or otherwise designed in harmony with the building exterior to the satisfaction of the Development Services Director.

17. All ground-mounted equipment, including, but not limited to air conditioning units, water heaters, gas meter and utility boxes shall be screened form view from common areas with decorative walls, fences or landscaping, to the satisfaction of the Development Services Director.

18. Prior to final inspection or certificate of occupancy, all exterior and parking area lighting shall be directed downward or shielded, to prevent glare or spray of light into any adjacent properties, to the satisfaction of the Development Services Director.

19. All PG&E transformers, phone company boxes, Fire Department connections, backflow preventers, irrigation controllers, and other on-site utilities, shall be vaulted or screened from view from any public right-of-way, behind structures or landscaping, to the satisfaction of the Development Services Director.

20. Prior to the issuance of a building permit, the Developer shall submit detailed trash and recycling enclosure plans which include the following, to the satisfaction of the Development Services Director: the walls shall be of masonry construction, at least eight feet in height, include solid metal doors, a solid roof, and an interior perimeter concrete curb. The enclosures shall include exterior color and material compatible with adjacent or nearby building exteriors of the project.

21. Prior to the issuance of a building permit, the developer shall design a recycling program consistent with State Assembly Bill 341, to the satisfaction of the Public Works Director. The program shall include or have access to enclosures with adequate space for both refuse and recycling and shall be incorporated with the trash and recycling enclosures. Each enclosure shall have signs that clearly indicate refuse and recycling locations as well as prohibition of scavenging. The program shall include recycling options or elements at the pool area and other common areas for the residents.

22. The developer shall be required to pay all applicable City impact fees, including park fees. No fee credit shall be given for the developer private parks and facilities within the Tracy Village Development.

C. Finance Department Conditions of Approval

1. Prior to recording the Final Map, the applicant shall do one of the following, subject to the approval of the Finance Director:

a. CFD or other funding mechanism. The applicant shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that prior to the issuance of the first building permit, the applicant will form a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for funding the on-going operational costs of providing Police services, 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. 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 applicant shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that prior to the issuance of the first building permit, the applicant 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.

If the provisions for adequate funding of the on-going operational costs of providing Police services, Public Works services and other City services are met prior to issuance of the first building permit for the project, subject to the Finance Director's review and approval, the terms of this condition shall be considered to have been met and this condition shall become null and void.

D. Building Division Conditions of Approval

1. The developer shall demonstrate that the proposed residential buildings are designed and constructed in conformance with all applicable City and State Regulations to the satisfaction of the Chief Building Official, including but not limited to CalGreen Building Standards and Title 24-11A accessibility standards.

2. The developer shall demonstrate that all improvements, in-tract and offsite, required to serve the Project Site described by the final map and Vesting Tentative Subdivision Map are in accordance with the City Regulations. The Improvement Plans shall specifically include all the requirements specified below.
    a. The Improvement Plans shall consist of the Grading and Storm Drainage Plans, Irrigation and Landscaping Plans, Composite / Joint Utility Plans, In-tract Civil and Utility Plans, Street Lighting Plans, Sewer Plans, Water Distribution Plans, Fire Hydrant distribution Plans, Signing and Striping Plans, Masonry Wall Plans, and Storm Water Plans, Curb, Sidewalk, Gutter, Fire Department EVA road and additional associated features, Road profiles and construction details, Handicap Accessibility Plans and construction details in accordance with City of Tracy Standards and Regulations.
    b. Improvement plans shall also include Lake Construction plans to include but not limited to retaining walls, all applicable distribution features, piping, pumps, out-fall structures, inlets and connection to City storm water.
    c. All supporting engineering calculations, soils reports, material and technical specifications, and reports related to the design of the subdivision improvements, and as required by the City Engineer shall be provided. The engineering calculations shall include calculations for determining the size and capacity of sewer, water and storm drainage facilities.
3. No Temporary or Final Building Certificate of Occupancy will be issued by the City (excluding model homes) until after the Subdivider provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that the Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the improvements required in these Conditions of Approval.
4. All gates are to be accessible by the Fire Department in the case of an emergency, by means such as a Knox box, Knox padlock, Opticon sensors or other means to the satisfaction of the Fire Chief and Chief Building Official.
5. All hydrants, FDCs and DDCVs shall be provided with a minimum of three feet of clearance at all times. Therefore, landscaping shall be designed so that no adjacent plants can grow into and obscure these pieces of equipment.

E. Engineering Division Conditions of Approval

E.1. General Conditions

The Subdivider shall comply with the applicable requirements of the approved documents, technical analyses/ reports prepared for the Project listed as follows:

a) "Tracy Village Traffic Impact Impact Analysis", prepared by Kimley-Horn

Associates, dated March 14, 2018, and Memorandum titled "Tracy-Village – Tentative Map Review" prepared by Kimley-Horn Associates, dated February 12, 2018 and any subsequent amendments and updates (Collectively "Traffic Report").

b) "Tracy Village Water Distribution System Hydraulic Network Analysis", prepared by West Yost Associates, dated February 16, 2018, and any subsequent amendments and updates. ("Water Report")

c) Technical Memorandum by Storm Water Consulting, Inc., dated January 8, 2018, and any subsequent amendments and updates. ("Storm Drainage Report").

E.2. Grading Permit

The Subdivider shall submit all relevant documents related to grading permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

E.2.1. Grading and Drainage Plans prepared on a 24" x 36" size polyester film (mylar). Grading and Drainage Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil Engineer.

a) The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Building Official and Fire Code Official prior to submitting the mylars to Engineering Division for City Engineer's approval.

b) Prior to the issuance of Grading Permit for the Project, Subdivider shall submit improvement plans and secure approval of plans from the City's Building Division, for the design of on-site sewer improvements and the Project's sewer connection.

E.2.2. Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

E.2.3. Two (2) copies of the Project's Geo-technical /Soils Report prepared by Geo-technical Engineer.

E.2.4. Copy of recorded slope easements or construction/grading easements on adjacent properties (if applicable).

E.2.5. Three (3) sets of the Storm Water Pollution Prevention Plan (SWPPP) for the Project with a copy of the Notice of Intent (NOI) submitted to the State Water Quality Control Board (SWQCB) and any relevant documentation or written approvals from the SWQCB, including the Wastewater Discharge Identification Number (WDID#).

a. After the completion of the Project, the Subdivider is responsible for filing the Notice of Termination (NOT) required by SWQCB. The Subdivider shall provide the City with a copy of the completed Notice of Termination.

b. The cost of preparing the SWPPP, NOI and NOT, including the filing fee of the NOI and NOT, shall be paid by the Subdivider.

c. The Subdivider shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the applicable provisions of the City's Storm Water Management Program.

E.2.6. Two (2) sets of the Project's Geotechnical Report signed and stamped by a licensed Geotechnical Engineer licensed to practice in the State of California.

a. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, pavement design recommendations, and elevation of the highest observed groundwater level.

E.2.7. 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 Measure AQ-1 of the Mitigation Monitoring and Reporting Program of the Environmental Impact Report (EIR).

E.2.8. A copy of the approved Air Impact Assessment (AIA) with an Indirect Source Review (ISR) from San Joaquin Valley Air Pollution Control District (SJVAPCD).

E.2.9. Two (2) sets of Hydrologic and Storm Drainage Calculations for the design of the on-site storm drainage system and for determining the size of the project's storm drainage connection, as required in Conditions E.4.2.d and E.4.3.k, below.

E.3. Encroachment Permit – Subdivider shall submit all relevant documents related to encroachment permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

E.3.1. Improvement Plans prepared on a 24" x 36" size 4-mil thick polyester film (mylar), if necessary that incorporate all the requirements described in these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

a. The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Building Official and Fire Code Official prior to submitting the mylars to Engineering Division for City Engineer's approval.

E.3.2. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

E.3.3. Traffic Control Plan shall be prepared under the supervision of, signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California, as required in Condition E.4, below.

E.3.4. Tracy's Fire Official's signature on the Improvement Plans indicating their approval for the fire service connection and fire and emergency vehicle access for the Project.

E.3.5. Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement

Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA. The Subdivider's obligations in the OIA shall be deemed to be satisfied upon City Council's acceptance of the public improvements and release of the Improvement Security.

E.3.6. Check payment for the applicable of engineering review fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable fees as required by these Conditions of Approval. The engineering review fees will be calculated based on the fee rate adopted by the City Council on May 17, 2016, per Resolution 2016-094.

E.4. Improvement Plans - Improvement Plans shall contain the design, construction details and specifications of public improvements and all subdivision 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. The Improvement Plans shall be completed to comply with City Regulations, these Conditions of Approval, and the following requirements:

E.4.1. The Improvement Plans including the Grading and Drainage Plans prepared in accordance with the City's Subdivision Ordinance and Design Standards. The improvement plans for all improvements (onsite and off-site) required to serve the Project in accordance with the City Design Documents, and these Conditions of Approval.

a. The Improvement Plans shall be prepared in mylar with the standard title and signature block.

b. The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylar including signatures by the Chief Building Official and Fire Code Official or Fire Safety Officer, prior to submitting the mylars to Engineering Division for City Engineer's approval.

E.4.2. The improvement plans shall be prepared to specifically include, but not be limited to, the following items:

a. All existing and proposed utilities such as domestic water line, irrigation service, fire service line, storm drain, and sanitary sewer, including the size and location of the pipes.

b. All supporting engineering calculations, materials information or technical specifications, cost estimate, and technical reports.

c. Two (2) copies of the Project's Geotechnical /Soils Report, prepared or signed and stamped by a Geotechnical Engineer.

d. The Project's on-site drainage connections to City's storm drainage system and on-site storm water treatment as approved by the City Engineer. Improvement Plans to be submitted with the hydrology and storm drainage calculations for the sizing of the on-site storm drainage system.

e. Three (3) sets of the Project's Storm Water Pollution Prevention Plan (SWPPP), Best

Management Practices (BMPs) and a copy of the Notice of Intent (NOI) with the State-issued Wastewater Discharge Identification number (WDID#).

E.4.3. Grading and Storm Drainage Plans

Site Grading

a. Include all proposed erosion control methods and construction details to be employed and specify materials to be used.

b. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Geotechnical Engineer. A copy of the Project's Geotechnical Report must be submitted with the Grading and Storm Drainage Plans.

c. Site grading shall be designed such that the Project's storm water can gravity drain directly to an existing storm drain system with adequate capacity to drain storm water from the Project Site in the event that the on-site storm drainage system fails or is clogged. The storm drainage release point is recommended to be at least 0.70 foot lower than the building finish floor elevation and shall be improved to the satisfaction of the City Engineer.

d. When the grade differential between the Project Site and adjacent property(s) exceeds 12 inches, a reinforced or masonry block, or engineered retaining wall is required for retaining soil. The Grading Plan shall show construction detail(s) of the retaining wall or masonry wall. The entire retaining wall and footing shall be constructed within the Project Site. A structural calculation shall be submitted with the Grading and Storm Drainage Plans.

e. An engineered fill between the Project site and adjacent properties may be accepted as a substitute of a retaining wall, if the grade differential is less than 2 feet and subject to approval by the City Engineer. The Grading and Storm Drainage Plans must show the extent of the slope easement(s). The Subdivider shall be responsible for obtaining permission from owner(s) of the adjacent and affected property(s). The slope easement must be recorded, prior to the issuance of the final building certificate of occupancy.

Storm Drainage

f. The Subdivider shall design and install the Project's storm drainage connection(s) to the City's storm drain facilities per the City of Tracy Citywide Stormwater Master Plan and the "Storm Drainage Study" and as required by the City Engineer.

g. The Subdivider shall submit design calculations and obtain approval of improvement plans for the off-site storm drain line to connect to existing channel at Sycamore Parkway. The Subdivider shall execute Offsite Improvement Agreement prior to beginning of work. The Subdivider will be required to overlay half street section on Valpico Road along the full length of the storm drain line after completion of installation of the storm drain line.

h. All on-site SD facilities, lakes, channels and associated facilities including the proposed connection(s) to the City's public drainage facilities, shall be owned and maintained by the HOA.

i. The Subdivider shall provide a Stormwater Quality Control Plan (SWQCP) detailing the methods in which the development will address compliance with the applicable City's Multi-Agency Post-Construction Stormwater Standards Manual (Manual).

The proposed stormwater treatment within the lake system will be subject review and approval by the City. Prior to the issuance of the grading permit for the project, the SWQCP shall be approved by the City Engineer.

j. Prior to the final inspection of the first building to be constructed on the Property, the Subdivider shall submit a signed and notarized Stormwater Treatment Facilities Maintenance Agreement (STFMA) as a guarantee for the performance of Subdivider's responsibility towards the repair and maintenance of on-site storm water treatment facilities. Calculations related to the design and sizing of on-site storm water treatment facilities must be submitted with the STFMA and the Grading and Storm Drainage Plans.

E.4.4. Sanitary Sewer Facilities

a. The Subdivider shall design and install sanitary sewer facilities including the Project's sewer connection in accordance with City Regulations and utility improvement plans approved by the City Engineer.

b. The Subdivider shall build and dedicate, to the satisfaction of the City Engineer, public sewer mains, manholes and associated improvements required to serve the entire subdivision. All public infrastructure shall be located in the private subdivision roadways. The Subdivider shall provide easements, to the satisfaction of the City Engineer, across the entire road plus 5 feet on either side as measured from the back of curb. Repair and maintenance of all sewer lines outside of easements which includes (but it not limited to) laterals and appurtenances shall be a private maintenance obligation either from the fronting property owner, HOA, or another City approved maintenance entity.

c. In the event the permanent sewer main in Corral Hollow Road and downstream improvements required to provide permanent capacity for the Project have not been constructed (by others) at the time of request for first building permit within the Project, the Subdivider shall complete the design and install master plan facilities within Corral Hollow Road from the Project to Node 4W-1 as shown in Figure 5-1 of Tracy Wastewater Master Plan.

d. Interim capacity in the existing sewer main north of Node 4W-1 may be temporarily available and the Project may be permitted to utilize existing capacity in the system north of Node 4W-1 subject to verification of availability of capacity in the existing facilities by completion of a technical analysis by City's Consultant ("Interim Sewer Capacity Analysis"). The cost of the Interim Sewer Capacity Analysis shall be funded by the Subdivider, and shall be completed prior to issuance of first building permit. If the Interim Sewer Capacity Analysis indicates that there is no capacity available for the Project, the Subdivider shall design and construct master plan facilities to provide additional capacity per the Wastewater Master Plan.

e. The Subdivider shall design and install wastewater services to existing homes on the north side of Valpico Road as part of the Offsite Improvements. The subdivider will be eligible for fee credits for the cost of installation of the water services.

f. In order to facilitate installation of wastewater service connections to existing homes fronting Corral Hollow Road as part of City's CIP project, a funding requirement in the amount of $100,000 has been identified. The Subdivider shall pay to the City the amount specified above within 30 days from written request from the City Engineer. City will identify funding source for reimbursement of the amount to the Subdivider, and enter into a Reimbursement Agreement prior to payment by the Subdivider.

g. The Subdivider is hereby notified that the City has limited wastewater treatment capacity in the City's Wastewater Treatment Plant until current and future expansion capital improvement projects are completed and operational. As of January 2017, the City had an unused capacity of approximately 1851 EDU's within its wastewater treatment plant available to new development within the City on a first come-first served basis. These EDU's are currently available to serve the proposed project, but as other development projects within the City come forward and building permits are issued, this remaining capacity will be reduced.

E.4.5. Water Distribution System

a. Water line sizing, layout and looping requirements for this Project shall comply with recommendations of the analysis by the City's Water Consultant.

b. If development of the Project is phased (e.g., the north part of the Project is developed as Phase 1 and the south part of the Project is developed as Phase 2), both connections to the City's existing potable water system (at Valpico Road and at Middlefield Drive), should be constructed with the first phase of development to provide for water supply redundancy and ensure adequate fire flow availability under all phases of Project development.

c. All water connections that are bigger than 2 inches in diameter shall be Ductile Iron Pipe (DIP).

d. During the construction of the Project, the Subdivider is responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the City of Tracy Fire Code Official.

e. All costs associated with the installation of the Project's permanent water connection(s) as identified in the Water Study including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings, replacing traffic detecting loops, conduits, and wires, relocating existing utilities that may be in conflict with the water connection(s), and other improvements shall be paid by the Subdivider.

f. Subdivider shall obtain an account for the water service to the Project and register the water meter with the Finance Department. Subdivider shall prepare and submit a map depicting the location of the water meter(s) to Finance Department.

g. If water main shut down is necessary, the City will allow a maximum of 4-hour water supply shutdown. The Subdivider shall be responsible for notifying residents or business owner(s), regarding the water main shutdown. The written notice, as approved by the City

Engineer, shall be delivered to the affected residents or business owner(s) at least 72 hours before the water main shutdown. Prior to starting the work described in this section, the Subdivider shall submit a Water Shutdown Plan and Traffic Control Plan to be used during the installation of the offsite water mains.

h. The Subdivider shall design and install domestic water service connections, including remote-read water meter (the water meter to be located within City's easement) in accordance with City Regulations.

i. The Subdivider shall build and dedicate, to the satisfaction of the City Engineer, public water mains, valves, fittings, fire hydrants and associated improvements required to serve the entire subdivision. All public infrastructure shall be located in the private subdivision roadways. The Subdivider shall provide easements, to the satisfaction of the City Engineer, across the entire road plus 5 feet on either side as measured from the back of curb to maintain the valves, fitting, fire hydrants and other associated improvements. Repair and maintenance of all water lines outside of easements which includes (but it not limited to) laterals, meters and appurtenances shall be a private maintenance obligation either from the fronting property owner, HOA, or another City approved maintenance entity.

j. The Subdivider shall design and install fire hydrants at the locations approved by the City's Fire Safety Officer and Chief Building Official. Prior to the approval of the Improvement Plans, the Subdivider shall obtain written approval from the City's Fire Safety Officer and Chief Building Official, for the design, location and construction details of the fire service connection to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.

k. The Subdivider shall design and install water services to existing homes on the north side of Valpico Road as part of the Offsite Improvements. The Subdivider will be eligible for fee credits for the cost of installation of the water services.

l. In order to facilitate installation of water service connections to existing homes fronting Corral Hollow Road as part of City's CIP project, a funding requirement in the amount of $100,000 has been identified. The Subdivider shall pay to the City the amount specified above within 30 days from written request from the City Engineer. City will identify funding source for reimbursement of the amount to the Subdivider, and enter into a Reimbursement Agreement prior to payment by the Subdivider.

m. Recycled Water

On-site Recycled Water is proposed to fill and maintain the water levels in the proposed project's lakes. On-site and off-site recycled water lines shall be designed per City Standards and applicable Regulations. The Subdivider shall install Recycled Water main in Valpico Road with construction of required roadway improvements on Valpico Road.

City will be installing Recycled Water facilities from the Wastewater Treatment Plant upto the intersection of Lammers Road and Old Schulte Road. Prior to final inspection of 150th home excluding model homes, the Subdivider shall complete installation of Recycled Water facilities from the Project to the intersection of Lammers Road and Old Schulte Road to connect

to Recycled Water line, if City's project has installed the Recycled Water Mains from the WWTP upto this junction.

If City's Recycled Water facilities are not completed, or are partially completed prior to final inspection of 150th home excluding model homes, the Subdivider shall construct needed facilities to extend Recycled Water facilities to connect the Project to Recycled Water lines. If no Recycled Water facilities are available to connect, the Subdivider shall demonstrate that City's domestic water supplies and water network are adequate to provide water to the Project and lakes. In such event, City's consultant will prepare a report with recommendations for any improvements to the City's water system or other means of addressing the additional demand on City's domestic water system. The Subdivider shall be responsible for costs of full compliance with the recommendations.

If the Subdivider installs Recycled Water Facilities that are funded by the Development Impact Fees or other sources, the Subdivider will be eligible to request fee credits and/or reimbursements pursuant to Tracy Municipal Code.

E.4.6. Utility Easements

a. Utilities within private streets shall be located within utility easements dedicated to the City, and shall be subject to review and approval by the City Engineer. Proposed Maintenance access roads or curb cuts shall be reviewed and approved by the City Engineer.

b. The Subdivider shall coordinate with local service providers and dedicate necessary Public Utility Easements (PUE) along the Project's frontage on Valpico Road and within the Project for Joint Trench Utilities to serve the Project.

E.4.7 Street Improvements:

a) Right of Way on Valpico Road Per the Citywide Roadway & Transportation Master Plan (CRTMP) that was adopted by the City Council on November 26, 2012, pursuant to Resolution 2012-240, Valpico Road will be a 4-lane major arterial street with a minimum right-of-way of 99 feet. The street section proposed consists of 102' wide right-of-way.

The Subdivider shall dedicate 47 feet right-of-way from the existing right-of-way line of Valpico Road towards the Property along the entire frontage of the Property on Valpico Road, for the construction of Valpico Road Frontage Improvements. The Subdivider shall dedicate the right-of-way on Final Map, or execute a Grant Deed to convey the land in fee title and submit legal description and plat map that describes the area to be dedicated, prior to the issuance of the Grading Permit. The cost of preparing the legal description and plat map will be the sole responsibility of the Subdivider.

Subdivider shall acquire right-of-way required on the north side of Valpico Road (County parcels) to install the roadway and sidewalk improvements including undergrounding of overhead utilities. City may assist Subdivider in acquisition of the right-of-way. Cost of acquisition of right-of-way shall be reimbursable to the Subdivider from the program fees as determined by the City Engineer.

Subdivider will be eligible to request fee credits and/or reimbursements for the cost of right-of-way in excess of Subdivider's obligation as defined in Traffic Master Plan and pursuant to Tracy Municipal Code requirements.

The City will assume responsibility to maintain the public improvements and accept the offer of dedication for right-of-way on Valpico Road after the City Council accepts the public improvements.

b) Frontage Improvements on Valpico Road – The Subdivider shall design and construct all roadway improvements on Valpico Road that are necessary to provide safe and functional access(s) to the Project for each phase and at Project's build-out condition, as described by the Traffic Report, and as required by the Conditions of Approval.

(i) The Frontage Improvements involve the widening of the south side of Valpico Road along the frontage of the Project and pavement transitions on both sides on Valpico Road and other improvements which include but not limited to, the installation of new asphalt concrete pavement, concrete curb, gutter, sidewalk, Class I bike lane, handicap ramp(s), crosswalk, bus shelter with turnout and associated improvements, parkway landscaping improvements with automatic irrigation system, storm drainage, catch basin/ drop inlet, fire hydrant, domestic, irrigation and fire services, street lights traffic sign(s), pavement marking and striping along the entire frontage on Valpico Road, and other improvements such as barricades, signing, and striping that are necessary to provide a safe transition to and from existing roadway section of Valpico Road (Frontage Improvements).

(ii) The roadway improvements shall also include the installation of a traffic signal at the Main Entry Street at Valpico Road. The intersection improvements will include but not limited to, traffic detection loops, pull boxes, conduits and wires, audible pedestrian warning, electronic sign, crosswalk, pavement legends and markings, lane markings, traffic signs, and other improvements as determined by the City Engineer that are deemed to be necessary to have a safe and functional traffic signal. The traffic signal is not included in funded improvements in City's fee program, and hence costs of design, acquisition of right-of-way (if required) and installation of the traffic signal is not eligible for fee credits or reimbursements.

(iii) The sidewalk along the frontage of the project shall be extended east of the Project boundary to connect to the existing sidewalk. Cost of acquiring right-of-way or easements and installation of the sidewalk shall be the responsibility of the Subdivider.

(iv) Subdivider shall design and install improvements on Valpico Road west of the Project to provide safe transitions to existing improvements. Subdivider shall acquire needed right-of-way on both sides of Valpico Road. Scope of roadway improvements shall be as determined by the City Engineer during the review of the improvement plans for the Project.

(v) Subdivider will be eligible to request fee credits and/or reimbursements for the cost of design and construction of improvements on Valpico Road that are in excess of Subdivider's obligation as defined in Traffic Master Plan and pursuant to Tracy Municipal Code requirements.

(vi) The Subdivider may request formation of a benefit district for recovering cost of right-of-way and construction of improvements beyond the Subdivider's frontage responsibility and not

included in City's fee program. The City will collect administrative fee, formation cost, and program management fees for forming, administering, and managing the benefit district. The Subdivider is responsible for submitting all documents such as materials receipts, payroll, equipment rental and others to show actual construction cost or expenses incurred or to support claim for reimbursement.

(vii) Improvement plans to be prepared for Valpico Road improvements shall include transition paving, widening, striping and signage, modification or removal of the existing guard rail (if required) to the east of the Project to conform to existing 4-lane street section in compliance with applicable standards to ensure safe transition for eastbound and westbound traffic on Valpico Road. The improvement plans shall also include transition paving, widening, striping and signage, modification or removal of the existing private improvements, relocation of existing overhead utility poles (if required) to the west of the Project to conform to existing street section in compliance with applicable standards to ensure safe transition for eastbound and westbound traffic on Valpico Road. The improvements shall be as approved by the City Engineer.

(viii) City has approved improvement plans to construct improvements on Corral Hollow Road to widen the street section to 4-lane configuration. The improvements on Valpico Road to be installed with the Project shall match the improvements per the approved improvement plans for Corral Hollow Road Improvements project at the intersection of Corral Hollow Road and Valpico Road. If the improvements at the intersection of Corral Hollow Road and Valpico Road are completed by the City at the time of construction of Valpico Road improvements by the Subdivider, the Subdivider shall design and construct improvements on Valpico Road to match the intersection improvements.

(ix) The construction details and specifications of bus turnout and bus shelter on Valpico Road shall be submitted for City's review at the time of review of Offsite Improvement Plans. The cost of the bus shelters and turnout and associated improvements are to be paid by the Subdivider without any reimbursement from the City.

(x) The Subdivider shall dedicate an easement for maintenance of traffic signal loops within Entry Street 1 on the Final Map, or execute a Grant Of Easement to the City, and submit legal description and plat map that describes the easement area.

(xi) Any travel lane(s) or left-turn and right-turn lane(s) and traffic signal at Entry Street 1 are considered to be site specific offsite improvements and they are Subdivider's responsibility to design and construct without any fee credits or reimbursements.

(xii) Prior to the issuance of a Building Permit for the project, the Subdivider shall dedicate a Public Utility Easement (PUE) along the full frontage of the Project on Valpico Road.

(xiii) CMU wall that is proposed to be constructed along the frontage of the project shall be located behind the right-of-way on Valpico Road. Maintenance of the wall, monument and decorative pavement at Entry Street 1 shall be the responsibility of the HOA.

c. Roadway Improvements on North side of Valpico Road- The Subdivider shall design and construct all roadway improvements on north side Valpico Road per the Valpico Road Typical

section shown on the Tentative Map and City Standards.

(i) Improvement plans to be prepared for Valpico Road improvements shall include improvements required to construct 4-lane arterial section with 5' wide Class II bike lane, curb and gutter, 5' wide sidewalk and improvements behind the sidewalk within the 3' setback to the right-of-way on the north side of Valpico Road. The improvement plans shall also include modification or removal of the existing private improvements as required to construct improvements and undergrounding of existing overhead utility poles in compliance with applicable standards. The improvement plans shall show modifications of driveways, landscape, fences, walls, mailboxes and other structures that may be impacted with the construction of the improvements.

The Subdivider shall coordinate modifications with property owners to minimize impacts to the parcels. City may require preparation of detailed exhibits for each of the parcels to provide necessary information to the owners.

d. All roadway improvements described in these Conditions of Approval must be designed and constructed by the Subdivider to meet the applicable requirements of the latest edition of the California Department of Transportation Highway Design Manual (HDM) and the California Manual of Uniform Traffic Control Devices (MUTCD), all applicable City Regulations, and these Conditions of Approval.

The Subdivider may complete the construction of improvements on Valpico Road in two phases:

First phase consisting of design and construction of Frontage Improvements on the south side of Valpico Road, four traffic lanes (two lanes for eastbound and two lanes for westbound traffic) with interim asphalt curb on the north side of Valpico Road, and installation of the traffic signal shall be completed by the Subdivider prior to issuance of 100th building permit within the Property.

Second phase consisting of removal of interim improvements, undergrounding of overhead utilities and sidewalk on the northside of Valpico Road shall be completed by the Subdivider prior to issuance of 200th building permit within the Property.

e. The Subdivider shall be responsible for any repairs or reconstruction of street pavement, curb, gutter and sidewalk and other public improvements on Valpico Road, if determined by the City Engineer to be in poor condition or damaged by construction activities related to the Project.

f. If the Subdivider completes the construction of roadway improvements on Valpico Road as described in these Conditions of Approval that are beyond the frontage responsibility of the Project, the Subdivider may be entitled to fee credits and/or reimbursement for the program portion of the roadway improvements on Valpico Road in accordance with the OIA and Title 13 of the Tracy Municipal Code. The amount of fee credit and/or reimbursement shall be determined during the review of improvement plans.

E.4.8. Project Access and Traffic Circulation

a. Design and construction of all streets and Entry Street 1 and 2 shall comply with the findings of the Traffic Analysis by Kimley-Horn Associates, and applicable City Standards.

b. The Subdivider shall construct complete street improvements for the Private internal streets and alleys as generally shown in the Tentative Map Tract No. 3917. Subdivider shall comply with the requirements of Fire Department and Public Works Department for access and design of structural pavement for Maintenance Access roads and Fire Lane access Roads within the Development. Improvement Plans shall be submitted to Engineering Division for review and approval by the City Engineer.

i) Private Streets and alleys will be maintained by the HOA.

ii) The Subdivider shall prepare a Signing and Striping Plan for the on-site private streets and alleys. The Signing and Striping Plan shall include all stop bars, stop legends, stop signs, right-turn or left turn arrows, centerline stripes, traffic control signage, etc. as necessary for internal traffic circulation.

iii) Striping and signage for on-street parking on the internal private streets and for designated parking lots for resident, guest, employees, and visitor parking shall comply with City's standards for Off Street Parking.

iv) The Subdivider shall submit detailed plans for Parcel L, Pedestrian Access to Corral Hollow Road. The improvements proposed within Parcel L shall be submitted for review and approval by City Engineer, Public Works Director and Police Chief.

E.4.9. Irrigation and Landscaping Plans

a. All parkway landscaping improvements along the frontage of the Property on Valpico Road shall be designed and constructed in accordance with City Regulations and completed as part of the Valpico Road Frontage Improvements. Design and construction details of these improvements shall be included in the Irrigation and Landscaping Plans. Parkway landscaping shall be maintained by the HOA as part of the Long-Term Maintenance Agreement between the City and Subdivider or HOA. The parkway landscape planting and irrigation system shall be separate from the onsite landscaping plan, including a separate irrigation meter, irrigation main(s), and irrigation controller(s). Parkway landscape improvements shall conform to City standards.

b. The Subdivider shall design and install public and private improvements, including street trees, monument signs, decorative fences and walls, and other improvements at locations that shall meet requirements related to horizontal sight distance.

E.4.10. Undergrounding of Overhead Existing Overhead Utilities

a. The Subdivider shall design and underground existing utilities on the north side of Valpico Road across from the Project as part of the Frontage Improvements. The Subdivider shall coordinate design and installation of underground utilities with the utility companies and the property owners. Undergrounding of services to the existing homes shall be completed with the undergrounding. City will provide assistance in seeking cooperation of the property owners in

undergrounding of services to homes. The Subdivider shall acquire easements if required to install the underground utilities. If the Subdivider is unable to acquire the necessary easements, City may extend its power of eminent domain subject approval of the City Council.

b. Pursuant to Tracy Municipal Code, Subdivider is responsible for 50% of the cost of undergrounding of overhead utilities on the north side of Valpico Road. City may reimburse the Subdivider for costs in excess of Subdivider's obligation towards the cost of undergrounding subject to availability of funds. At the time of approval of this Development Application, City has not identified funding sources for reimbursement. City will continue its evaluation of funding sources including Rule 20-A funding.

E.4.11. Offsite Improvement Agreement

a. Prior to starting any work on Valpico Road Frontage Improvements, the Subdivider shall sign an improvement agreement (Offsite Improvement Agreement or OIA) and post improvement security in accordance with Section 12.36.080 of the TMC, to guarantee completion of the public improvements. The OIA requires approval from the City Council.

E.4.12. Traffic Impact Mitigations

a. All Applicable traffic impact mitigations identified in the Environmental Impact Report shall be complied with.

E.4.13. Traffic Control Plan - Prior to starting the work, the Subdivider shall submit a Traffic Control Plan, to show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California.

E.4.14. Joint Utility Trench Plans – The Subdivider shall prepare joint trench plans in compliance with utility companies' requirements and City regulations, and obtain approval of the plans. All private utility services to serve Project, including electric, telephone and cable TV to the building must be installed underground, and to be installed at the location approved by the respective owner(s) of the utilities.

a. The Subdivider shall submit Joint Utility Trench Plans for the installation of electric, gas, telephone and TV cable main and service lines that are necessary to be installed to serve the Project. These utilities shall be installed within the Public Utility Easement (PUE) that will be offered for dedication to the City. The Subdivider shall coordinate, as feasible, with the respective owner(s) of the utilities for the design of these underground utilities to ensure they can be installed within the PUE to the extent feasible (and except in the event, that additional space beyond the PUE is required, as determined by the utilities owner(s)).

b. The Subdivider shall verify with the respective utility owner(s) if they will allow the installation of private landscaping within the public utility easement. Subdivider shall provide the utilities' owner(s) written notification and receive permission to construct the improvements, prior to the approval of the building permit.

E.5. Building Permit - No building permit will be approved by the City until the Subdivider

demonstrates, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

E.5.1. Payment of the Master Plan Fees for Citywide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park adopted by the City Council on January 7, 2014, per Resolution 2014-010.

E.5.2. Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC, and these Conditions of Approval.

E.5.3. Payment of the Agricultural Conversion or Mitigation Fee as required in Chapter 13.28 of the TMC, and these Conditions of Approval.

E.5.4. Payment of the Regional Transportation Impact Fees (RTIF) as required in Chapter 13.32 of the TMC, and these Conditions of Approval.

E.6. Acceptance of Public Improvements - Public improvements will not be accepted by the City Council until after the Subdivider completes construction of the relevant public improvements, and also demonstrates to the City Engineer satisfactory completion of the following:

E.6.1. Correction of all items listed in the deficiency report prepared by the assigned Engineering Inspector relating to public improvements subject to City Council's acceptance.

E.6.2. 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.

E.6.3. Reasonable written permission from irrigation district or affected owner(s), if applicable, as required in Condition E.10.3, below. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.

E.7. Temporary or Final Building Certificate of Occupancy or Final Building Inspection - No Temporary or Final Building Certificate of Occupancy will be issued by the City until after the Subdivider provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that:

E.7.1. The Subdivider has satisfied all applicable requirements set forth in Condition E.6, above.

E.7.2. The Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the improvements required in these Conditions of Approval. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the 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).

E.7.3. Unless dedicated on the Final Map, signed and notarized Grant Deed with the legal description and plat map that describes the area to be dedicated to the City, for the construction of Valpico Road Improvements.

E.7.4. Unless dedicated on the Final Map, signed and notarized Grant of Public Access Easements, Emergency Vehicle Access Easements, and Utility Easements with legal description and plat maps as applicable.

E.8. Improvement Security – The Subdivider shall provide improvement security for all public facilities, as required by the OIA and these Conditions of Approval. The form of the improvement security may be a surety bond, letter of credit or other form in accordance with section 12.36.080 of the TMC. The amount of improvement security shall be as follows:

E.8.1. Faithful Performance (100% of the estimated cost of constructing the public facilities),

E.8.2. Labor & Materials (100% of the estimated cost of constructing the public facilities), and

E.8.3. Warranty (10% of the estimated cost of constructing the public facilities)

E.9. Release of Improvement Security - Improvement Security(s) described herein shall be released to the Subdivider after City Council's acceptance of public improvements, and after the Subdivider demonstrates, to the satisfaction of the City Engineer, compliance of these Conditions of Approval, and completion of the following:

E.9.1. Improvement Security for Faithful Performance, Labor & Materials, and Warranty shall be released to the Subdivider in accordance with Section 12.36.080 of the TMC.

E.9.2. Written request from the Subdivider and a copy of the recorded Notice of Completion.

E.10. Special Conditions

E.10.1. All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with City Regulations, and City's Design documents including the City's Facilities Master Plan for storm drainage, roadway, wastewater and water adopted by the City, or as otherwise specifically approved by the City.

E.10.2. 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. The Subdivider shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit.

E.10.3. The Subdivider shall abandon or remove all existing irrigation structures, channels and pipes, if any, as directed by the City after coordination with the irrigation district, if the facilities are no longer required for irrigation purposes. If irrigation facilities including tile drains, if any,

are required to remain to serve existing adjacent agricultural uses, the Subdivider will design, coordinate and construct required modifications to the facilities to the satisfaction of the affected agency and the City. Written permission from irrigation district or affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.

E.10.4. Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or another public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the Grading Permit, Encroachment Permit, Building Permit, Improvement Plans, and OIA, if the City Engineer finds it necessary due to public health and safety reasons, and it is in the best interest of the City. The 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.

F. Fire Department Conditions of Approval

1. Prior to occupancy of any structures, monitored NFPA 13-R automatic sprinkler and smoke alarm systems must be installed.
2. Trees planted along fire apparatus access roads or alleys shall be maintained/pruned to provide the minimum 13.5 feet of clear vertical height or the variety provided shall be the type which will not naturally encroach into this right-of-way for emergency vehicle access.
3. Any cul-de-sac bulb that cannot accommodate fire truck turning with on-street parking shall be striped and signed "no parking" to the satisfaction of the Fire Chief.
4. All alleys shall be signed and striped "no parking" to ensure a 20-foot clear travel way at all times for emergency vehicle access.

G. Public Works Conditions of Approval

1. The City requires that the Tracy Village Development project homeowners association (HOA) provide for maintenance of all landscape areas within the project boundaries, and shall join a Community Facilities district (CFD) for landscape maintenance adjacent to the project within the City's right-of-way along both Corral Hollow and Valpico Roads. While required to join the CFD, it will be kept in a "dormant" status for the private streets landscape maintenance and only activated if the HOA does not provide for maintenance as needed. Landscape maintenance on each privately owned lot will be the responsibility of the individual homeowners.

2. Landscaping shall be provided consistent with standard details of the City Master Plans.

3. The developer shall coordinate with the City's trash collector (currently Tracy Delta disposal) to allow for access through the entry gates, and shall either plan for manual collection on the alley-loaded lots, or ensure that the toters are located for pick-up by the trucks on the right hand side only.

Exhibit "C"
Location Map

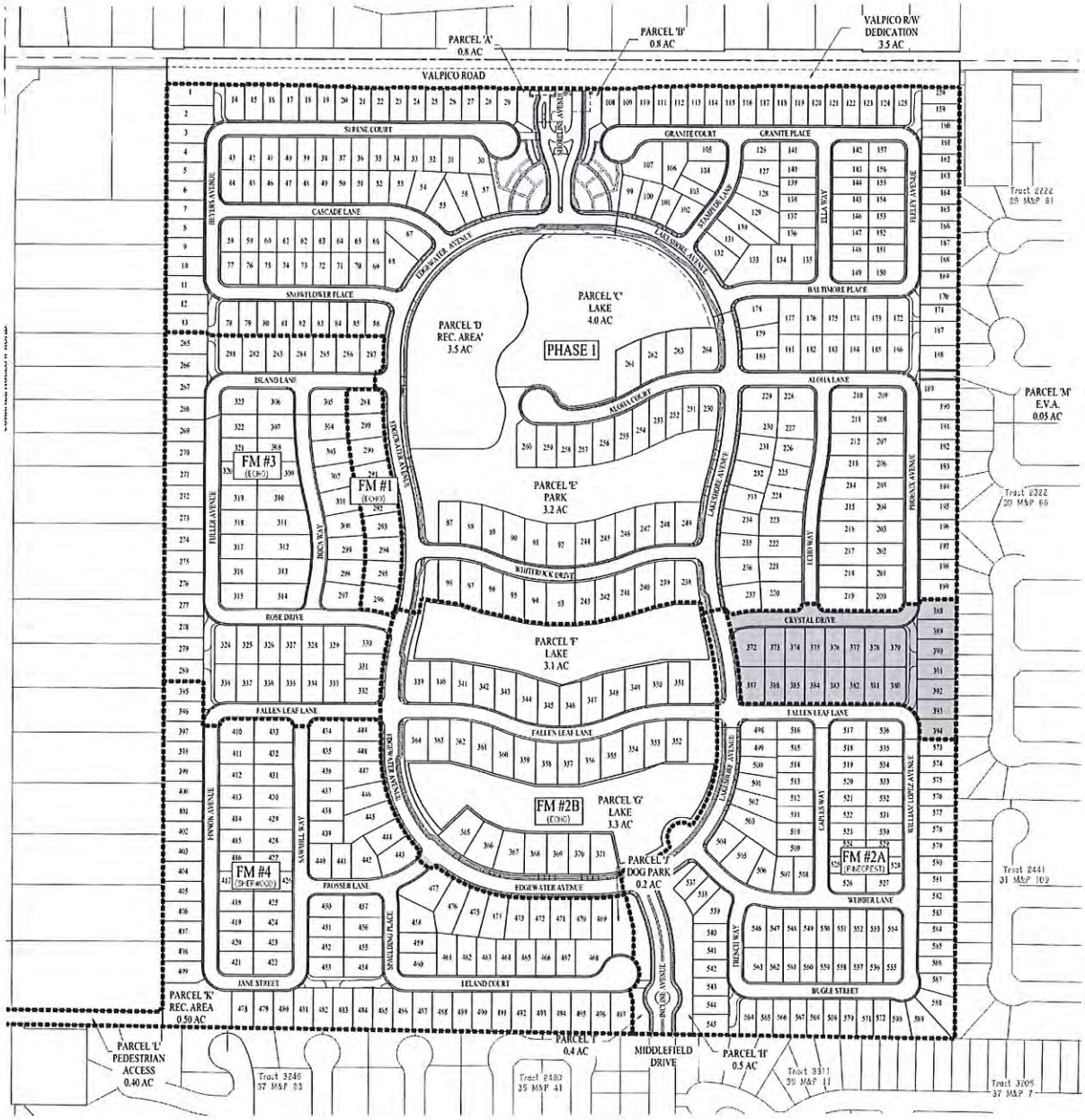

EXHIBIT "D"
PAGE 1 OF 1

Name of Person	Company Name	Telephone Number
Steve Savage	Toll Brothers	(925) 249-6032
Gordon Zanin	CBG Civil Engineers	(925) 866-0322

Remainder of the Page Intentionally Left Blank

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
Tracy Village Neighborhood 3
Tract 4160

This Subdivision Improvement Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("**City**"), and **TOLL WEST INC.** which will do business in California as Toll Brothers West Inc., a Delaware corporation (hereinafter "Subdivider").

Recitals

A. Subdivider is currently the owner of the real property located at south side of Valpico Road and east of Corral Hollow Road ("**Property**"), and more particularly described in **Exhibit "A"**, attached and incorporated herein by its reference.

B. On May 15, 2018, the Tracy City Council ("**City Council**") adopted the Tracy Village Specific Plan and approved various related land use entitlements including Application No. TSM17-0003 and approved by Resolution No. 2018 087 (the "**Tentative Subdivision Map for Tracy Village, Tract No 3917"**). The project includes 590 single-family dwelling units and would include three manmade lakes totaling approximately 10 acres, along with a community recreation center with pool, spa and bocce courts, open space and trails/pathways. The project also includes the proposed annexation into the City of an additional 42 residential properties. The Tentative Subdivision Map is on file with the City Clerk and is incorporated herein by this reference.

C. The Tentative Map approval was subject to certain conditions of approval ("**Conditions**"). The Conditions are attached here as **Exhibit "B"** and incorporated by reference. Among other things, the Conditions describe improvements that are required for approval of a final map under the Subdivision Map Act, the City's 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), the Subdivider has submitted to the City the Final Subdivision Map ("**Final Map**") for Tract No. 4160 - Tracy Lakes Neighborhood 3, consisting of 80 single family residential lots and other parcels to be owned by Homeowner's Association located on approximately 13.36 acres within the boundaries of the aforementioned 590 lot Tracy Village Project. **Exhibit "C"** shows the overall Tracy Village project area and the location of the Final Subdivision Map for Tract 4160 – Tracy Lakes Neighborhood 3 ("**Project**" or "**Project site**").

E. In accordance with the Conditions of Approval, the Subdivider has prepared, and the City Engineer has approved certain Improvement Plans and Specifications (which incorporate portions of the City's Standard Specifications) which describe in more detail the improvements that are required for approval of the Final Map. The Plans and Specifications are incorporated herein by reference. The approved "**Plans and Specifications**" includes: fifteen (15) sheets of improvement plans entitled "*Tracy Lakes – Phase 3 Improvement Plans Tract 4160*" prepared by CBG Civil Engineers, San Ramon, CA.; and three (3) sheets of joint trench plans entitled "Joint Trench Composite Plan, Tracy Lakes – Echo 2 Tract 4160, prepared by Giacalone Design Services, Inc. Pleasanton, CA.; The Improvement Plans, Joint Trench Plan and Street Light Plans are on file with the City Engineer under Tracking Number ENG 23-0010, and are incorporated herein by reference.

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

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location.** Subdivider shall perform, or cause to be performed, the Work described in the Plans and Specifications and the Conditions ("Work"), to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at Subdivider'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. Subdivider 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).

   Subdivider shall perform all Work at the locations and grades shown on the Plans and Specifications. Subdivider (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 Subdivider'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. Work shall begin 60 days after the Effective Date of this Agreement, in compliance with the requirements in Section 2.1. Effective Date is defined as the date on which the City executes the Agreement. Subdivider 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 fifteen (15) days before the beginning of Work, Subdivider shall provide written notice to the City Engineer of the date on which Subdivider will begin Work. Subdivider shall not begin Work until after the notice required by this section is properly provided, and Subdivider 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, Subdivider shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Subdivider's prosecution of the Work.

   2.3 **Completion of Work.** Subdivider shall complete all Work by no later than December 1, 2025, after Subdivider'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) Subdivider submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Subdivider pays all processing fees for such time extension.

3. **Improvement Security.** Concurrently with Subdivider's execution of this Agreement, and before beginning any Work, Subdivider shall furnish contract security, in a form authorized by the

Subdivision Map Act (including Government Code sections 66499 et seq.) and Tracy Municipal Code section 12.36.080, in the following amounts:

3.1 **Faithful Performance** security in the amount of **$1,255,000.00** 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 **$1,255,000.00** to secure payment by Subdivider to laborers and materialmen under Government Code sections 66499.2, 66499.3, and 66499.4.

3.3 **Warranty** security in the amount of **$125,500.00** 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 **$12,000.00** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

4. **Indemnification.** Subdivider shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Subdivider or Subdivider'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 13, 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, Subdivider's obligations under this Section 4 are in addition to all other Subdivider's obligations set forth in this Agreement and shall not affect Subdivider's warranty obligations set forth in Section 13, below.

5. **Insurance.** Concurrently with the execution of this Agreement by Subdivider, and before beginning any Work, Subdivider 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.** Subdivider shall, throughout the duration of this Agreement, maintain insurance to cover Subdivider, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

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

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

5.6 **Endorsements.** Subdivider 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 Subdivider'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, Subdivider's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Subdivider's insurance and shall not contribute with it.

5.6.3 Subdivider 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.** Subdivider 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. Subdivider shall immediately obtain a replacement policy.

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

5.9 **Insurance Certificate.** Subdivider 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) calendar days before the policy expiration date of any insurance policy required by this Agreement, Subdivider shall provide a substitute certificate of insurance.

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

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

7. **Default.**

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

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

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

7.2.2 Subdivider abandons the Project site.

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

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

7.2.5 Subdivider violates any legal requirement related to the Work.

7.3 If Subdivider fails to cure the default within thirty (30) days, or provide adequate written assurance to the satisfaction of the City Engineer that the cure will be promptly 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 Subdivider 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 Subdivider complete performance of the Work.

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

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

9. **Repair of any Damage.** In the event and to the extent Subdivider or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Subdivider shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

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

Concurrently with Subdivider's execution of this Agreement and before the beginning of any Work, Subdivider 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, Subdivider shall pay all such

costs and provide a report directly to the City.

11. **Subdivider's Authorized Representative.** At all times during the progress of the Work, Subdivider shall have a competent foreperson or superintendent (Superintendent) on site with authority to act on behalf of Subdivider. Subdivider 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. Exhibit "C" attached hereto includes the initial contact information referenced in this Section 11.

12. **Acceptance of Work.** Before the City Council's acceptance of the Work, Subdivider is solely responsible for maintaining the quality of the Work and maintaining safety at the Project site. Subdivider'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.

13. **Warranty Period.** Subdivider shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. 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 Subdivider under this Agreement, Subdivider shall be in default of this Agreement and shall without delay and without any cost to City repair, replace, or reconstruct any defective improvements.

14. **Notices.**

14.1 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:

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

Attn: City Engineer
notice@cityoftracy.org

With a copy to

City Attorney's Office
333 Civic Center Plaza
Tracy, CA 95376

Attn: City Attorney
attorney@cityoftracy.org

To Subdivider:

Toll West Inc. dba in California as
Toll Brothers West Inc.,
a Delaware corporation

Attn: Steve Savage
6800 Koll Center Pkwy, Ste.320,
Pleasanton, CA, 94566

Tel: (925) 249-6032
Email: ssavage@tollbrothersinc.com

With a copy to

Toll West Inc.

Attn: Yolanda Rodriguez
Chief Transactional Counsel
1140 Virginia Drive
Fort Washington, PA 19034

Tel: (215) 938-8216
Email: yrodriguez2@tollbrothers.com

14.2 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.

15. **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. Notwithstanding the foregoing, any changes requested or approved by, or consented to by the City during in-field inspections do not need to be made in writing provided that they are reflected on the as-builts.

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

17. **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.

18. **Assignment and Delegation.** This Agreement and any portion of it may not be assigned or transferred, nor shall any of Subdivider'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.

19. **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.

20. **Permits, Licenses, and Compliance with Law.** Subdivider shall, at Subdivider's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Before City signs the Agreement, Subdivider shall obtain a City of Tracy Business License. Subdivider shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

21. **Entire Agreement; Exhibits; Severability.** The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

    A. Legal Description of Property (Recital A.)
    B. Conditions of Approval (Recital D.) – Tract 3917 COA attached
    C. Location Map
    D. Subdivider's Authorized Representative Information (Section 11.)

    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.

22. **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.

[SIGNATURES ON FOLLOWING PAGE]

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. _____.]

Subdivider

_____

By: Steve Savage
Title: Vice President
Date: 12-6-23

Federal Employer Tax ID No.
83-3070946

Attest:

_____
By: Adrianne Richardson, City Clerk

Approved As To Form:

_____
By: Bijal M. Patel, City Attorney

ACKNOWLEDGMENT

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

State of California
County of Alameda)

On December 13, 2023 before me, Rosana Haydee Martinez Sedano, Notary Public
(insert name and title of the officer)

personally appeared Steve Savage,
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.

ROSANA HAYDEE
MARTINEZ SEDANO
Notary Public – California
Alameda County
Commission # 2404926
My Comm. Expires May 20, 2026

Signature _____ (Seal)

Exhibit "A"

LEGAL DESCRIPTION

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

PARCEL A, AS SHOWN ON THAT CERTAIN MAP ENTITLED, TRACT NO. 4156, TRACY VILLAGE NEIGHBORHOOD 1, FILED FOR RECORD on April 28, 2023 IN BOOK 44 OF MAPS AND PLATS, PAGE 50,
SAN JOAQUIN COUNTY RECORDS.

City of Tracy
Conditions of Approval

Tracy Village
Application Number (Tract 3917)
May 15, 2018

These Conditions of Approval shall apply to the real property described as the Tracy Village Development. The Tracy Village Development Project is proposed as a gated community consisting of 590 single-family detached residential homes, and would include three man-made lakes totaling approximately 10 acres, along with a community recreation center with pool, spa and bocce courts, open space and trails/pathways (Assessor's Parcel Number 244-040-01 and 244-030-01 and 02), located on the south side of Valpico Road, east of Corral Hollow Road. The project also includes the proposed annexation into the City of an additional 42 residential properties (Residential Annexation Area) fronting Corral Hollow Road and Valpico Road, and an adjoining drainage canal north of Valpico Road (Parcel Numbers 244-030-03 through 22 and 242-050-01 through 21, and 242-040-29).

The following definitions shall apply to these Conditions of Approval:

1. "Applicant" means any person, or other legal entity, defined as a "Developer."

2. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed engineer designated by the City Manager, or the Development Services Director, or the City Engineer to perform the duties set forth herein.

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 (also known as Urban Management Plan), the Tracy Municipal Code, ordinances, resolutions, policies, procedures, and the City's Design documents (the Streets and Utilities Standard Plans, Design Standards, Parks and Streetscape Standard Plans, Standard Specifications, and Manual of Storm Water Quality Control Standards for New Development and Redevelopment, and Relevant Public Facilities Master Plans).

4. "Conditions of Approval" shall mean the conditions of approval applicable to the Tracy Village Development project. The Conditions of Approval shall specifically include all Development Services Department, including Planning, Engineering, and Building Divisions, Finance Department, Fire Department, and Public Works conditions set forth herein.

5. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.

6. "Project" means the real property consisting of approximately 135 acres located on the south side of Valpico Road, east of Corral Hollow Road, Assessor's Parcel Number 244-040-01, and 244-030-01 and 02, and 42 residential properties fronting Corral Hollow Road and Valpico Road (Parcel Numbers 244-030-03 through 22 and 242-050-01 through 21 and 242-040-29).

7. "Property" means the real property generally located on the south side of Valpico Road, east of Corral Hollow Road, Assessor's Parcel Number 244-040-01, 244-030-01 and 02, and 42 residential properties fronting Corral Hollow Road and Valpico Road (Parcel Numbers 244-030-03 through 22 and 242-050-01 through 21, and 242-040-29).

8. "Subdivider" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. "Subdivider" also means Developer. The term "Developer" shall include all successors
in interest.

B. Planning Division Conditions of Approval:

1. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, *et seq.*), the Subdivision Map Act (Government Code sections 66410, *et seq.*), the California Environmental Quality Act (Public Resources Code sections 21000, *et seq.*, "CEQA"), and the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 15000, *et seq.*, "CEQA Guidelines").

2. Unless specifically modified by these Conditions of Approval, the Project shall comply with all City Regulations.

3. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all mitigation measures identified in the Tracy Village Development Project Environmental Impact Report dated April 11, 2018.

4. Pursuant to Government Code section 66020, including section 66020(d)(1), the City HEREBY NOTIFIES the Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) will begin on the date of the conditional approval of this Project. If the Developer fails to file a protest within this 90-day period, complying with all of the requirements of Government Code section 66020, the Developer will be legally barred from later challenging any such fees, dedications, reservations or other exactions.

5. Except as otherwise modified herein, all construction shall be consistent with the Vesting Tentative Subdivision Map received by the Development and Engineering Services Department on April 2, 2018 and as modified on the project site plan and Tracy Village Specific Plan dated March 2018.

6. Prior to the issuance of any building permits for the community buildings, the applicant shall provide a detailed landscape and irrigation plan consistent with City landscape and irrigation standards and the approved plan, including, but not limited to Tracy

Municipal Code Section 10.08.3560, the City's Design Goals and Standards, and the applicable Department of Water Resources Model Efficient Landscape Ordinance on private property, and the Parks and Parkways Design Manual for public property, to the satisfaction of the Development Services Director. Newly planted, on-site trees shall be a minimum size of 24-inch box and shrubs shall be a minimum size of five gallons.

7. No signs are approved as a part of this development application. Prior to the installation of any signs, the applicant shall submit a sign permit application and receive approval from the Development Services Director in accordance with City Regulations.

8. Prior to the issuance of any building permits, the developer shall document compliance with the City of Tracy Manual of Stormwater Quality Control Standards for New Development and Redevelopment (Manual) to the satisfaction of the Public Works Director, which includes the requirement for Site Design Control Measures, Source Control Measures and Treatment Control Measures under the guidelines in a project Stormwater Quality Control Plan (SWQCP). Compliance with the Manual includes, but is not limited to, addressing outdoor storage areas, trash enclosures, parking areas, any wash areas and maintenance areas. The SWQCP must conform to the content and format requirements indicated in Appendix D of the Manual and must be approved by the Public Works Director prior to issuance of grading or building permits. Stormwater treatment shall be consistent with the approved plans, subject to approval by the City's Utility Department.

9. The project shall comply with all applicable provisions of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan, including Incidental Take Minimization Measures applicable at the time of permit and a pre-construction survey prior to ground disturbance, to the satisfaction of San Joaquin Council of Governments.

10. The developer shall design and construct all buildings with fire sprinklers in accordance with City Regulations to the satisfaction of the Fire Marshal.

11. Development of the 42 residential properties (Residential Annexation Area) shall be governed by the following: The majority of the 42 lots are developed with detached single-family residences, and are served by private wells and septic systems. Connection to city water and sewer systems shall be voluntary, unless new residential development (building permits for new construction) is proposed by the property owners.

12. The project shall utilize the building elevations as shown in the Tracy Village Specific Plan for the Tracy Village residential community, consistent with requirements of the City Design Standards and Guidelines and the project Planned Unit Development provisions. The final design plans shall be subject to review and approval of the Development services Director prior to first building permit issuance.

13. All of the houses that border existing developed lots on the west, east and south sides of the Tracy Village project shall be limited to a single-story in height.

14. All common area lots and open spaces, including landscaping, shall be maintained by the Project homeowner's association (HOA). Final covenants, conditions and restrictions (CC&Rs) shall be submitted to the City for review and approval prior to their recordation. The CC&Rs shall be recorded prior to City issuance of a grading plan or improvement plans for the Project.

15. All proposed Emergency Vehicle Access (EVA) points connecting the project to public streets shall be built subject to Fire Department and Engineering Division approval, including with respect to width, loads, turn radius, and use of gates or other barriers.

16. All vents, gutters, downspouts, flashing, electrical conduit, and other wall-mounted or building-attached utilities shall be painted to match the color of the adjacent surface or otherwise designed in harmony with the building exterior to the satisfaction of the Development Services Director.

17. All ground-mounted equipment, including, but not limited to air conditioning units, water heaters, gas meter and utility boxes shall be screened form view from common areas with decorative walls, fences or landscaping, to the satisfaction of the Development Services Director.

18. Prior to final inspection or certificate of occupancy, all exterior and parking area lighting shall be directed downward or shielded, to prevent glare or spray of light into any adjacent properties, to the satisfaction of the Development Services Director.

19. All PG&E transformers, phone company boxes, Fire Department connections, backflow preventers, irrigation controllers, and other on-site utilities, shall be vaulted or screened from view from any public right-of-way, behind structures or landscaping, to the satisfaction of the Development Services Director.

20. Prior to the issuance of a building permit, the Developer shall submit detailed trash and recycling enclosure plans which include the following, to the satisfaction of the Development Services Director: the walls shall be of masonry construction, at least eight feet in height, include solid metal doors, a solid roof, and an interior perimeter concrete curb. The enclosures shall include exterior color and material compatible with adjacent or nearby building exteriors of the project.

21. Prior to the issuance of a building permit, the developer shall design a recycling program consistent with State Assembly Bill 341, to the satisfaction of the Public Works Director. The program shall include or have access to enclosures with adequate space for both refuse and recycling and shall be incorporated with the trash and recycling enclosures. Each enclosure shall have signs that clearly indicate refuse and recycling locations as well as prohibition of scavenging. The program shall include recycling options or elements at the pool area and other common areas for the residents.

22. The developer shall be required to pay all applicable City impact fees, including park fees. No fee credit shall be given for the developer private parks and facilities within the Tracy Village Development.

C. Finance Department Conditions of Approval

1. Prior to recording the Final Map, the applicant shall do one of the following, subject to the approval of the Finance Director:

a. CFD or other funding mechanism. The applicant shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that prior to the issuance of the first building permit, the applicant will form a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for funding the on-going operational costs of providing Police services, 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. 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 applicant shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that prior to the issuance of the first building permit, the applicant 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.

If the provisions for adequate funding of the on-going operational costs of providing Police services, Public Works services and other City services are met prior to issuance of the first building permit for the project, subject to the Finance Director's review and approval, the terms of this condition shall be considered to have been met and this condition shall become null and void.

D. Building Division Conditions of Approval

1. The developer shall demonstrate that the proposed residential buildings are designed and constructed in conformance with all applicable City and State Regulations to the satisfaction of the Chief Building Official, including but not limited to CalGreen Building Standards and Title 24-11A accessibility standards.

2. The developer shall demonstrate that all improvements, in-tract and offsite, required to serve the Project Site described by the final map and Vesting Tentative Subdivision Map are in accordance with the City Regulations. The Improvement Plans shall specifically include all the requirements specified below.
    a. The Improvement Plans shall consist of the Grading and Storm Drainage Plans, Irrigation and Landscaping Plans, Composite / Joint Utility Plans, In-tract Civil and Utility Plans, Street Lighting Plans, Sewer Plans, Water Distribution Plans, Fire Hydrant distribution Plans, Signing and Striping Plans, Masonry Wall Plans, and Storm Water Plans, Curb, Sidewalk, Gutter, Fire Department EVA road and additional associated features, Road profiles and construction details, Handicap Accessibility Plans and construction details in accordance with City of Tracy Standards and Regulations.
    b. Improvement plans shall also include Lake Construction plans to include but not limited to retaining walls, all applicable distribution features, piping, pumps, out-fall structures, inlets and connection to City storm water.
    c. All supporting engineering calculations, soils reports, material and technical specifications, and reports related to the design of the subdivision improvements, and as required by the City Engineer shall be provided. The engineering calculations shall include calculations for determining the size and capacity of sewer, water and storm drainage facilities.
3. No Temporary or Final Building Certificate of Occupancy will be issued by the City (excluding model homes) until after the Subdivider provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that the Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the improvements required in these Conditions of Approval.
4. All gates are to be accessible by the Fire Department in the case of an emergency, by means such as a Knox box, Knox padlock, Opticon sensors or other means to the satisfaction of the Fire Chief and Chief Building Official.
5. All hydrants, FDCs and DDCVs shall be provided with a minimum of three feet of clearance at all times. Therefore, landscaping shall be designed so that no adjacent plants can grow into and obscure these pieces of equipment.

E. Engineering Division Conditions of Approval

E.1. General Conditions

The Subdivider shall comply with the applicable requirements of the approved documents, technical analyses/ reports prepared for the Project listed as follows:

a) "Tracy Village Traffic Impact Impact Analysis", prepared by Kimley-Horn

Associates, dated March 14, 2018, and Memorandum titled "Tracy-Village – Tentative Map Review" prepared by Kimley-Horn Associates, dated February 12, 2018 and any subsequent amendments and updates (Collectively "Traffic Report").

b) "Tracy Village Water Distribution System Hydraulic Network Analysis", prepared by West Yost Associates, dated February 16, 2018, and any subsequent amendments and updates. ("Water Report")

c) Technical Memorandum by Storm Water Consulting, Inc., dated January 8, 2018, and any subsequent amendments and updates. ("Storm Drainage Report").

E.2. Grading Permit

The Subdivider shall submit all relevant documents related to grading permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

E.2.1. Grading and Drainage Plans prepared on a 24" x 36" size polyester film (mylar). Grading and Drainage Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil Engineer.

a) The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Building Official and Fire Code Official prior to submitting the mylars to Engineering Division for City Engineer's approval.

b) Prior to the issuance of Grading Permit for the Project, Subdivider shall submit improvement plans and secure approval of plans from the City's Building Division, for the design of on-site sewer improvements and the Project's sewer connection.

E.2.2. Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

E.2.3. Two (2) copies of the Project's Geo-technical /Soils Report prepared by Geo-technical Engineer.

E.2.4. Copy of recorded slope easements or construction/grading easements on adjacent properties (if applicable).

E.2.5. Three (3) sets of the Storm Water Pollution Prevention Plan (SWPPP) for the Project with a copy of the Notice of Intent (NOI) submitted to the State Water Quality Control Board (SWQCB) and any relevant documentation or written approvals from the SWQCB, including the Wastewater Discharge Identification Number (WDID#).

a. After the completion of the Project, the Subdivider is responsible for filing the Notice of Termination (NOT) required by SWQCB. The Subdivider shall provide the City with a copy of the completed Notice of Termination.

b. The cost of preparing the SWPPP, NOI and NOT, including the filing fee of the NOI and NOT, shall be paid by the Subdivider.

c. The Subdivider shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the applicable provisions of the City's Storm Water Management Program.

E.2.6. Two (2) sets of the Project's Geotechnical Report signed and stamped by a licensed Geotechnical Engineer licensed to practice in the State of California.

a. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, pavement design recommendations, and elevation of the highest observed groundwater level.

E.2.7. 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 Measure AQ-1 of the Mitigation Monitoring and Reporting Program of the Environmental Impact Report (EIR).

E.2.8. A copy of the approved Air Impact Assessment (AIA) with an Indirect Source Review (ISR) from San Joaquin Valley Air Pollution Control District (SJVAPCD).

E.2.9. Two (2) sets of Hydrologic and Storm Drainage Calculations for the design of the on-site storm drainage system and for determining the size of the project's storm drainage connection, as required in Conditions E.4.2.d and E.4.3.k, below.

E.3. Encroachment Permit – Subdivider shall submit all relevant documents related to encroachment permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

E.3.1. Improvement Plans prepared on a 24" x 36" size 4-mil thick polyester film (mylar), if necessary that incorporate all the requirements described in these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

a. The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Building Official and Fire Code Official prior to submitting the mylars to Engineering Division for City Engineer's approval.

E.3.2. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

E.3.3. Traffic Control Plan shall be prepared under the supervision of, signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California, as required in Condition E.4, below.

E.3.4. Tracy's Fire Official's signature on the Improvement Plans indicating their approval for the fire service connection and fire and emergency vehicle access for the Project.

E.3.5. Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement

Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA. The Subdivider's obligations in the OIA shall be deemed to be satisfied upon City Council's acceptance of the public improvements and release of the Improvement Security.

E.3.6. Check payment for the applicable of engineering review fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable fees as required by these Conditions of Approval. The engineering review fees will be calculated based on the fee rate adopted by the City Council on May 17, 2016, per Resolution 2016-094.

E.4. Improvement Plans - Improvement Plans shall contain the design, construction details and specifications of public improvements and all subdivision 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. The Improvement Plans shall be completed to comply with City Regulations, these Conditions of Approval, and the following requirements:

E.4.1. The Improvement Plans including the Grading and Drainage Plans prepared in accordance with the City's Subdivision Ordinance and Design Standards. The improvement plans for all improvements (onsite and off-site) required to serve the Project in accordance with the City Design Documents, and these Conditions of Approval.

a. The Improvement Plans shall be prepared in mylar with the standard title and signature block.

b. The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylar including signatures by the Chief Building Official and Fire Code Official or Fire Safety Officer, prior to submitting the mylars to Engineering Division for City Engineer's approval.

E.4.2. The improvement plans shall be prepared to specifically include, but not be limited to, the following items:

a. All existing and proposed utilities such as domestic water line, irrigation service, fire service line, storm drain, and sanitary sewer, including the size and location of the pipes.

b. All supporting engineering calculations, materials information or technical specifications, cost estimate, and technical reports.

c. Two (2) copies of the Project's Geotechnical /Soils Report, prepared or signed and stamped by a Geotechnical Engineer.

d. The Project's on-site drainage connections to City's storm drainage system and on-site storm water treatment as approved by the City Engineer. Improvement Plans to be submitted with the hydrology and storm drainage calculations for the sizing of the on-site storm drainage system.

e. Three (3) sets of the Project's Storm Water Pollution Prevention Plan (SWPPP), Best

Management Practices (BMPs) and a copy of the Notice of Intent (NOI) with the State-issued Wastewater Discharge Identification number (WDID#).

E.4.3. Grading and Storm Drainage Plans

Site Grading

a. Include all proposed erosion control methods and construction details to be employed and specify materials to be used.

b. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Geotechnical Engineer. A copy of the Project's Geotechnical Report must be submitted with the Grading and Storm Drainage Plans.

c. Site grading shall be designed such that the Project's storm water can gravity drain directly to an existing storm drain system with adequate capacity to drain storm water from the Project Site in the event that the on-site storm drainage system fails or is clogged. The storm drainage release point is recommended to be at least 0.70 foot lower than the building finish floor elevation and shall be improved to the satisfaction of the City Engineer.

d. When the grade differential between the Project Site and adjacent property(s) exceeds 12 inches, a reinforced or masonry block, or engineered retaining wall is required for retaining soil. The Grading Plan shall show construction detail(s) of the retaining wall or masonry wall. The entire retaining wall and footing shall be constructed within the Project Site. A structural calculation shall be submitted with the Grading and Storm Drainage Plans.

e. An engineered fill between the Project site and adjacent properties may be accepted as a substitute of a retaining wall, if the grade differential is less than 2 feet and subject to approval by the City Engineer. The Grading and Storm Drainage Plans must show the extent of the slope easement(s). The Subdivider shall be responsible for obtaining permission from owner(s) of the adjacent and affected property(s). The slope easement must be recorded, prior to the issuance of the final building certificate of occupancy.

Storm Drainage

f. The Subdivider shall design and install the Project's storm drainage connection(s) to the City's storm drain facilities per the City of Tracy Citywide Stormwater Master Plan and the "Storm Drainage Study" and as required by the City Engineer.

g. The Subdivider shall submit design calculations and obtain approval of improvement plans for the off-site storm drain line to connect to existing channel at Sycamore Parkway. The Subdivider shall execute Offsite Improvement Agreement prior to beginning of work. The Subdivider will be required to overlay half street section on Valpico Road along the full length of the storm drain line after completion of installation of the storm drain line.

h. All on-site SD facilities, lakes, channels and associated facilities including the proposed connection(s) to the City's public drainage facilities, shall be owned and maintained by the HOA.

i. The Subdivider shall provide a Stormwater Quality Control Plan (SWQCP) detailing the methods in which the development will address compliance with the applicable City's Multi-Agency Post-Construction Stormwater Standards Manual (Manual).

The proposed stormwater treatment within the lake system will be subject review and approval by the City. Prior to the issuance of the grading permit for the project, the SWQCP shall be approved by the City Engineer.

j. Prior to the final inspection of the first building to be constructed on the Property, the Subdivider shall submit a signed and notarized Stormwater Treatment Facilities Maintenance Agreement (STFMA) as a guarantee for the performance of Subdivider's responsibility towards the repair and maintenance of on-site storm water treatment facilities. Calculations related to the design and sizing of on-site storm water treatment facilities must be submitted with the STFMA and the Grading and Storm Drainage Plans.

E.4.4. Sanitary Sewer Facilities

a. The Subdivider shall design and install sanitary sewer facilities including the Project's sewer connection in accordance with City Regulations and utility improvement plans approved by the City Engineer.

b. The Subdivider shall build and dedicate, to the satisfaction of the City Engineer, public sewer mains, manholes and associated improvements required to serve the entire subdivision. All public infrastructure shall be located in the private subdivision roadways. The Subdivider shall provide easements, to the satisfaction of the City Engineer, across the entire road plus 5 feet on either side as measured from the back of curb. Repair and maintenance of all sewer lines outside of easements which includes (but it not limited to) laterals and appurtenances shall be a private maintenance obligation either from the fronting property owner, HOA, or another City approved maintenance entity.

c. In the event the permanent sewer main in Corral Hollow Road and downstream improvements required to provide permanent capacity for the Project have not been constructed (by others) at the time of request for first building permit within the Project, the Subdivider shall complete the design and install master plan facilities within Corral Hollow Road from the Project to Node 4W-1 as shown in Figure 5-1 of Tracy Wastewater Master Plan.

d. Interim capacity in the existing sewer main north of Node 4W-1 may be temporarily available and the Project may be permitted to utilize existing capacity in the system north of Node 4W-1 subject to verification of availability of capacity in the existing facilities by completion of a technical analysis by City's Consultant ("Interim Sewer Capacity Analysis"). The cost of the Interim Sewer Capacity Analysis shall be funded by the Subdivider, and shall be completed prior to issuance of first building permit. If the Interim Sewer Capacity Analysis indicates that there is no capacity available for the Project, the Subdivider shall design and construct master plan facilities to provide additional capacity per the Wastewater Master Plan.

e. The Subdivider shall design and install wastewater services to existing homes on the north side of Valpico Road as part of the Offsite Improvements. The subdivider will be eligible for fee credits for the cost of installation of the water services.

f. In order to facilitate installation of wastewater service connections to existing homes fronting Corral Hollow Road as part of City's CIP project, a funding requirement in the amount of $100,000 has been identified. The Subdivider shall pay to the City the amount specified above within 30 days from written request from the City Engineer. City will identify funding source for reimbursement of the amount to the Subdivider, and enter into a Reimbursement Agreement prior to payment by the Subdivider.

g. The Subdivider is hereby notified that the City has limited wastewater treatment capacity in the City's Wastewater Treatment Plant until current and future expansion capital improvement projects are completed and operational. As of January 2017, the City had an unused capacity of approximately 1851 EDU's within its wastewater treatment plant available to new development within the City on a first come-first served basis. These EDU's are currently available to serve the proposed project, but as other development projects within the City come forward and building permits are issued, this remaining capacity will be reduced.

E.4.5. Water Distribution System

a. Water line sizing, layout and looping requirements for this Project shall comply with recommendations of the analysis by the City's Water Consultant.

b. If development of the Project is phased (e.g., the north part of the Project is developed as Phase 1 and the south part of the Project is developed as Phase 2), both connections to the City's existing potable water system (at Valpico Road and at Middlefield Drive), should be constructed with the first phase of development to provide for water supply redundancy and ensure adequate fire flow availability under all phases of Project development.

c. All water connections that are bigger than 2 inches in diameter shall be Ductile Iron Pipe (DIP).

d. During the construction of the Project, the Subdivider is responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the City of Tracy Fire Code Official.

e. All costs associated with the installation of the Project's permanent water connection(s) as identified in the Water Study including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings, replacing traffic detecting loops, conduits, and wires, relocating existing utilities that may be in conflict with the water connection(s), and other improvements shall be paid by the Subdivider.

f. Subdivider shall obtain an account for the water service to the Project and register the water meter with the Finance Department. Subdivider shall prepare and submit a map depicting the location of the water meter(s) to Finance Department.

g. If water main shut down is necessary, the City will allow a maximum of 4-hour water supply shutdown. The Subdivider shall be responsible for notifying residents or business owner(s), regarding the water main shutdown. The written notice, as approved by the City

Engineer, shall be delivered to the affected residents or business owner(s) at least 72 hours before the water main shutdown. Prior to starting the work described in this section, the Subdivider shall submit a Water Shutdown Plan and Traffic Control Plan to be used during the installation of the offsite water mains.

h. The Subdivider shall design and install domestic water service connections, including remote-read water meter (the water meter to be located within City's easement) in accordance with City Regulations.

i. The Subdivider shall build and dedicate, to the satisfaction of the City Engineer, public water mains, valves, fittings, fire hydrants and associated improvements required to serve the entire subdivision. All public infrastructure shall be located in the private subdivision roadways. The Subdivider shall provide easements, to the satisfaction of the City Engineer, across the entire road plus 5 feet on either side as measured from the back of curb to maintain the valves, fitting, fire hydrants and other associated improvements. Repair and maintenance of all water lines outside of easements which includes (but it not limited to) laterals, meters and appurtenances shall be a private maintenance obligation either from the fronting property owner, HOA, or another City approved maintenance entity.

j. The Subdivider shall design and install fire hydrants at the locations approved by the City's Fire Safety Officer and Chief Building Official. Prior to the approval of the Improvement Plans, the Subdivider shall obtain written approval from the City's Fire Safety Officer and Chief Building Official, for the design, location and construction details of the fire service connection to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.

k. The Subdivider shall design and install water services to existing homes on the north side of Valpico Road as part of the Offsite Improvements. The Subdivider will be eligible for fee credits for the cost of installation of the water services.

l. In order to facilitate installation of water service connections to existing homes fronting Corral Hollow Road as part of City's CIP project, a funding requirement in the amount of $100,000 has been identified. The Subdivider shall pay to the City the amount specified above within 30 days from written request from the City Engineer. City will identify funding source for reimbursement of the amount to the Subdivider, and enter into a Reimbursement Agreement prior to payment by the Subdivider.

m. Recycled Water

On-site Recycled Water is proposed to fill and maintain the water levels in the proposed project's lakes. On-site and off-site recycled water lines shall be designed per City Standards and applicable Regulations. The Subdivider shall install Recycled Water main in Valpico Road with construction of required roadway improvements on Valpico Road.

City will be installing Recycled Water facilities from the Wastewater Treatment Plant upto the intersection of Lammers Road and Old Schulte Road. Prior to final inspection of 150th home excluding model homes, the Subdivider shall complete installation of Recycled Water facilities from the Project to the intersection of Lammers Road and Old Schulte Road to connect

to Recycled Water line, if City's project has installed the Recycled Water Mains from the WWTP upto this junction.

If City's Recycled Water facilities are not completed, or are partially completed prior to final inspection of 150th home excluding model homes, the Subdivider shall construct needed facilities to extend Recycled Water facilities to connect the Project to Recycled Water lines. If no Recycled Water facilities are available to connect, the Subdivider shall demonstrate that City's domestic water supplies and water network are adequate to provide water to the Project and lakes. In such event, City's consultant will prepare a report with recommendations for any improvements to the City's water system or other means of addressing the additional demand on City's domestic water system. The Subdivider shall be responsible for costs of full compliance with the recommendations.

If the Subdivider installs Recycled Water Facilities that are funded by the Development Impact Fees or other sources, the Subdivider will be eligible to request fee credits and/or reimbursements pursuant to Tracy Municipal Code.

E.4.6. Utility Easements

a. Utilities within private streets shall be located within utility easements dedicated to the City, and shall be subject to review and approval by the City Engineer. Proposed Maintenance access roads or curb cuts shall be reviewed and approved by the City Engineer.

b. The Subdivider shall coordinate with local service providers and dedicate necessary Public Utility Easements (PUE) along the Project's frontage on Valpico Road and within the Project for Joint Trench Utilities to serve the Project.

E.4.7 Street Improvements:

a) Right of Way on Valpico Road Per the Citywide Roadway & Transportation Master Plan (CRTMP) that was adopted by the City Council on November 26, 2012, pursuant to Resolution 2012-240, Valpico Road will be a 4-lane major arterial street with a minimum right-of-way of 99 feet. The street section proposed consists of 102' wide right-of-way.

The Subdivider shall dedicate 47 feet right-of-way from the existing right-of-way line of Valpico Road towards the Property along the entire frontage of the Property on Valpico Road, for the construction of Valpico Road Frontage Improvements. The Subdivider shall dedicate the right-of-way on Final Map, or execute a Grant Deed to convey the land in fee title and submit legal description and plat map that describes the area to be dedicated, prior to the issuance of the Grading Permit. The cost of preparing the legal description and plat map will be the sole responsibility of the Subdivider.

Subdivider shall acquire right-of-way required on the north side of Valpico Road (County parcels) to install the roadway and sidewalk improvements including undergrounding of overhead utilities. City may assist Subdivider in acquisition of the right-of-way. Cost of acquisition of right-of-way shall be reimbursable to the Subdivider from the program fees as determined by the City Engineer.

Subdivider will be eligible to request fee credits and/or reimbursements for the cost of right-of-way in excess of Subdivider's obligation as defined in Traffic Master Plan and pursuant to Tracy Municipal Code requirements.

The City will assume responsibility to maintain the public improvements and accept the offer of dedication for right-of-way on Valpico Road after the City Council accepts the public improvements.

b) Frontage Improvements on Valpico Road – The Subdivider shall design and construct all roadway improvements on Valpico Road that are necessary to provide safe and functional access(s) to the Project for each phase and at Project's build-out condition, as described by the Traffic Report, and as required by the Conditions of Approval.

(i) The Frontage Improvements involve the widening of the south side of Valpico Road along the frontage of the Project and pavement transitions on both sides on Valpico Road and other improvements which include but not limited to, the installation of new asphalt concrete pavement, concrete curb, gutter, sidewalk, Class I bike lane, handicap ramp(s), crosswalk, bus shelter with turnout and associated improvements, parkway landscaping improvements with automatic irrigation system, storm drainage, catch basin/ drop inlet, fire hydrant, domestic, irrigation and fire services, street lights traffic sign(s), pavement marking and striping along the entire frontage on Valpico Road, and other improvements such as barricades, signing, and striping that are necessary to provide a safe transition to and from existing roadway section of Valpico Road (Frontage Improvements).

(ii) The roadway improvements shall also include the installation of a traffic signal at the Main Entry Street at Valpico Road. The intersection improvements will include but not limited to, traffic detection loops, pull boxes, conduits and wires, audible pedestrian warning, electronic sign, crosswalk, pavement legends and markings, lane markings, traffic signs, and other improvements as determined by the City Engineer that are deemed to be necessary to have a safe and functional traffic signal. The traffic signal is not included in funded improvements in City's fee program, and hence costs of design, acquisition of right-of-way (if required) and installation of the traffic signal is not eligible for fee credits or reimbursements.

(iii) The sidewalk along the frontage of the project shall be extended east of the Project boundary to connect to the existing sidewalk. Cost of acquiring right-of-way or easements and installation of the sidewalk shall be the responsibility of the Subdivider.

(iv) Subdivider shall design and install improvements on Valpico Road west of the Project to provide safe transitions to existing improvements. Subdivider shall acquire needed right-of-way on both sides of Valpico Road. Scope of roadway improvements shall be as determined by the City Engineer during the review of the improvement plans for the Project.

(v) Subdivider will be eligible to request fee credits and/or reimbursements for the cost of design and construction of improvements on Valpico Road that are in excess of Subdivider's obligation as defined in Traffic Master Plan and pursuant to Tracy Municipal Code requirements.

(vi) The Subdivider may request formation of a benefit district for recovering cost of right-of-way and construction of improvements beyond the Subdivider's frontage responsibility and not

included in City's fee program. The City will collect administrative fee, formation cost, and program management fees for forming, administering, and managing the benefit district. The Subdivider is responsible for submitting all documents such as materials receipts, payroll, equipment rental and others to show actual construction cost or expenses incurred or to support claim for reimbursement.

(vii) Improvement plans to be prepared for Valpico Road improvements shall include transition paving, widening, striping and signage, modification or removal of the existing guard rail (if required) to the east of the Project to conform to existing 4-lane street section in compliance with applicable standards to ensure safe transition for eastbound and westbound traffic on Valpico Road. The improvement plans shall also include transition paving, widening, striping and signage, modification or removal of the existing private improvements, relocation of existing overhead utility poles (if required) to the west of the Project to conform to existing street section in compliance with applicable standards to ensure safe transition for eastbound and westbound traffic on Valpico Road. The improvements shall be as approved by the City Engineer.

(viii) City has approved improvement plans to construct improvements on Corral Hollow Road to widen the street section to 4-lane configuration. The improvements on Valpico Road to be installed with the Project shall match the improvements per the approved improvement plans for Corral Hollow Road Improvements project at the intersection of Corral Hollow Road and Valpico Road. If the improvements at the intersection of Corral Hollow Road and Valpico Road are completed by the City at the time of construction of Valpico Road improvements by the Subdivider, the Subdivider shall design and construct improvements on Valpico Road to match the intersection improvements.

(ix) The construction details and specifications of bus turnout and bus shelter on Valpico Road shall be submitted for City's review at the time of review of Offsite Improvement Plans. The cost of the bus shelters and turnout and associated improvements are to be paid by the Subdivider without any reimbursement from the City.

(x) The Subdivider shall dedicate an easement for maintenance of traffic signal loops within Entry Street 1 on the Final Map, or execute a Grant Of Easement to the City, and submit legal description and plat map that describes the easement area.

(xi) Any travel lane(s) or left-turn and right-turn lane(s) and traffic signal at Entry Street 1 are considered to be site specific offsite improvements and they are Subdivider's responsibility to design and construct without any fee credits or reimbursements.

(xii) Prior to the issuance of a Building Permit for the project, the Subdivider shall dedicate a Public Utility Easement (PUE) along the full frontage of the Project on Valpico Road.

(xiii) CMU wall that is proposed to be constructed along the frontage of the project shall be located behind the right-of-way on Valpico Road. Maintenance of the wall, monument and decorative pavement at Entry Street 1 shall be the responsibility of the HOA.

c. Roadway Improvements on North side of Valpico Road- The Subdivider shall design and construct all roadway improvements on north side Valpico Road per the Valpico Road Typical

section shown on the Tentative Map and City Standards.

(i) Improvement plans to be prepared for Valpico Road improvements shall include improvements required to construct 4-lane arterial section with 5' wide Class II bike lane, curb and gutter, 5' wide sidewalk and improvements behind the sidewalk within the 3' setback to the right-of-way on the north side of Valpico Road. The improvement plans shall also include modification or removal of the existing private improvements as required to construct improvements and undergrounding of existing overhead utility poles in compliance with applicable standards. The improvement plans shall show modifications of driveways, landscape, fences, walls, mailboxes and other structures that may be impacted with the construction of the improvements.

The Subdivider shall coordinate modifications with property owners to minimize impacts to the parcels. City may require preparation of detailed exhibits for each of the parcels to provide necessary information to the owners.

d. All roadway improvements described in these Conditions of Approval must be designed and constructed by the Subdivider to meet the applicable requirements of the latest edition of the California Department of Transportation Highway Design Manual (HDM) and the California Manual of Uniform Traffic Control Devices (MUTCD), all applicable City Regulations, and these Conditions of Approval.

The Subdivider may complete the construction of improvements on Valpico Road in two phases:

First phase consisting of design and construction of Frontage Improvements on the south side of Valpico Road, four traffic lanes (two lanes for eastbound and two lanes for westbound traffic) with interim asphalt curb on the north side of Valpico Road, and installation of the traffic signal shall be completed by the Subdivider prior to issuance of 100th building permit within the Property.

Second phase consisting of removal of interim improvements, undergrounding of overhead utilities and sidewalk on the northside of Valpico Road shall be completed by the Subdivider prior to issuance of 200th building permit within the Property.

e. The Subdivider shall be responsible for any repairs or reconstruction of street pavement, curb, gutter and sidewalk and other public improvements on Valpico Road, if determined by the City Engineer to be in poor condition or damaged by construction activities related to the Project.

f. If the Subdivider completes the construction of roadway improvements on Valpico Road as described in these Conditions of Approval that are beyond the frontage responsibility of the Project, the Subdivider may be entitled to fee credits and/or reimbursement for the program portion of the roadway improvements on Valpico Road in accordance with the OIA and Title 13 of the Tracy Municipal Code. The amount of fee credit and/or reimbursement shall be determined during the review of improvement plans.

E.4.8. Project Access and Traffic Circulation

a. Design and construction of all streets and Entry Street 1 and 2 shall comply with the findings of the Traffic Analysis by Kimley-Horn Associates, and applicable City Standards.

b. The Subdivider shall construct complete street improvements for the Private internal streets and alleys as generally shown in the Tentative Map Tract No. 3917. Subdivider shall comply with the requirements of Fire Department and Public Works Department for access and design of structural pavement for Maintenance Access roads and Fire Lane access Roads within the Development. Improvement Plans shall be submitted to Engineering Division for review and approval by the City Engineer.

i) Private Streets and alleys will be maintained by the HOA.

ii) The Subdivider shall prepare a Signing and Striping Plan for the on-site private streets and alleys. The Signing and Striping Plan shall include all stop bars, stop legends, stop signs, right-turn or left turn arrows, centerline stripes, traffic control signage, etc. as necessary for internal traffic circulation.

iii) Striping and signage for on-street parking on the internal private streets and for designated parking lots for resident, guest, employees, and visitor parking shall comply with City's standards for Off Street Parking.

iv) The Subdivider shall submit detailed plans for Parcel L, Pedestrian Access to Corral Hollow Road. The improvements proposed within Parcel L shall be submitted for review and approval by City Engineer, Public Works Director and Police Chief.

E.4.9. Irrigation and Landscaping Plans

a. All parkway landscaping improvements along the frontage of the Property on Valpico Road shall be designed and constructed in accordance with City Regulations and completed as part of the Valpico Road Frontage Improvements. Design and construction details of these improvements shall be included in the Irrigation and Landscaping Plans. Parkway landscaping shall be maintained by the HOA as part of the Long-Term Maintenance Agreement between the City and Subdivider or HOA. The parkway landscape planting and irrigation system shall be separate from the onsite landscaping plan, including a separate irrigation meter, irrigation main(s), and irrigation controller(s). Parkway landscape improvements shall conform to City standards.

b. The Subdivider shall design and install public and private improvements, including street trees, monument signs, decorative fences and walls, and other improvements at locations that shall meet requirements related to horizontal sight distance.

E.4.10. Undergrounding of Overhead Existing Overhead Utilities

a. The Subdivider shall design and underground existing utilities on the north side of Valpico Road across from the Project as part of the Frontage Improvements. The Subdivider shall coordinate design and installation of underground utilities with the utility companies and the property owners. Undergrounding of services to the existing homes shall be completed with the undergrounding. City will provide assistance in seeking cooperation of the property owners in

undergrounding of services to homes. The Subdivider shall acquire easements if required to install the underground utilities. If the Subdivider is unable to acquire the necessary easements, City may extend its power of eminent domain subject approval of the City Council.

b. Pursuant to Tracy Municipal Code, Subdivider is responsible for 50% of the cost of undergrounding of overhead utilities on the north side of Valpico Road. City may reimburse the Subdivider for costs in excess of Subdivider's obligation towards the cost of undergrounding subject to availability of funds. At the time of approval of this Development Application, City has not identified funding sources for reimbursement. City will continue its evaluation of funding sources including Rule 20-A funding.

E.4.11. Offsite Improvement Agreement

a. Prior to starting any work on Valpico Road Frontage Improvements, the Subdivider shall sign an improvement agreement (Offsite Improvement Agreement or OIA) and post improvement security in accordance with Section 12.36.080 of the TMC, to guarantee completion of the public improvements. The OIA requires approval from the City Council.

E.4.12. Traffic Impact Mitigations

a. All Applicable traffic impact mitigations identified in the Environmental Impact Report shall be complied with.

E.4.13. Traffic Control Plan - Prior to starting the work, the Subdivider shall submit a Traffic Control Plan, to show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California.

E.4.14. Joint Utility Trench Plans – The Subdivider shall prepare joint trench plans in compliance with utility companies' requirements and City regulations, and obtain approval of the plans. All private utility services to serve Project, including electric, telephone and cable TV to the building must be installed underground, and to be installed at the location approved by the respective owner(s) of the utilities.

a. The Subdivider shall submit Joint Utility Trench Plans for the installation of electric, gas, telephone and TV cable main and service lines that are necessary to be installed to serve the Project. These utilities shall be installed within the Public Utility Easement (PUE) that will be offered for dedication to the City. The Subdivider shall coordinate, as feasible, with the respective owner(s) of the utilities for the design of these underground utilities to ensure they can be installed within the PUE to the extent feasible (and except in the event, that additional space beyond the PUE is required, as determined by the utilities owner(s)).

b. The Subdivider shall verify with the respective utility owner(s) if they will allow the installation of private landscaping within the public utility easement. Subdivider shall provide the utilities' owner(s) written notification and receive permission to construct the improvements, prior to the approval of the building permit.

E.5. Building Permit - No building permit will be approved by the City until the Subdivider

demonstrates, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

E.5.1. Payment of the Master Plan Fees for Citywide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park adopted by the City Council on January 7, 2014, per Resolution 2014-010.

E.5.2. Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC, and these Conditions of Approval.

E.5.3. Payment of the Agricultural Conversion or Mitigation Fee as required in Chapter 13.28 of the TMC, and these Conditions of Approval.

E.5.4. Payment of the Regional Transportation Impact Fees (RTIF) as required in Chapter 13.32 of the TMC, and these Conditions of Approval.

E.6. Acceptance of Public Improvements - Public improvements will not be accepted by the City Council until after the Subdivider completes construction of the relevant public improvements, and also demonstrates to the City Engineer satisfactory completion of the following:

E.6.1. Correction of all items listed in the deficiency report prepared by the assigned Engineering Inspector relating to public improvements subject to City Council's acceptance.

E.6.2. 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.

E.6.3. Reasonable written permission from irrigation district or affected owner(s), if applicable, as required in Condition E.10.3, below. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.

E.7. Temporary or Final Building Certificate of Occupancy or Final Building Inspection - No Temporary or Final Building Certificate of Occupancy will be issued by the City until after the Subdivider provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that:

E.7.1. The Subdivider has satisfied all applicable requirements set forth in Condition E.6, above.

E.7.2. The Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the improvements required in these Conditions of Approval. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the 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).

E.7.3. Unless dedicated on the Final Map, signed and notarized Grant Deed with the legal description and plat map that describes the area to be dedicated to the City, for the construction of Valpico Road Improvements.

E.7.4. Unless dedicated on the Final Map, signed and notarized Grant of Public Access Easements, Emergency Vehicle Access Easements, and Utility Easements with legal description and plat maps as applicable.

E.8. Improvement Security – The Subdivider shall provide improvement security for all public facilities, as required by the OIA and these Conditions of Approval. The form of the improvement security may be a surety bond, letter of credit or other form in accordance with section 12.36.080 of the TMC. The amount of improvement security shall be as follows:

E.8.1. Faithful Performance (100% of the estimated cost of constructing the public facilities),

E.8.2. Labor & Materials (100% of the estimated cost of constructing the public facilities), and

E.8.3. Warranty (10% of the estimated cost of constructing the public facilities)

E.9. Release of Improvement Security - Improvement Security(s) described herein shall be released to the Subdivider after City Council's acceptance of public improvements, and after the Subdivider demonstrates, to the satisfaction of the City Engineer, compliance of these Conditions of Approval, and completion of the following:

E.9.1. Improvement Security for Faithful Performance, Labor & Materials, and Warranty shall be released to the Subdivider in accordance with Section 12.36.080 of the TMC.

E.9.2. Written request from the Subdivider and a copy of the recorded Notice of Completion.

E.10. Special Conditions

E.10.1. All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with City Regulations, and City's Design documents including the City's Facilities Master Plan for storm drainage, roadway, wastewater and water adopted by the City, or as otherwise specifically approved by the City.

E.10.2. 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. The Subdivider shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit.

E.10.3. The Subdivider shall abandon or remove all existing irrigation structures, channels and pipes, if any, as directed by the City after coordination with the irrigation district, if the facilities are no longer required for irrigation purposes. If irrigation facilities including tile drains, if any,

are required to remain to serve existing adjacent agricultural uses, the Subdivider will design, coordinate and construct required modifications to the facilities to the satisfaction of the affected agency and the City. Written permission from irrigation district or affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.

E.10.4. Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or another public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the Grading Permit, Encroachment Permit, Building Permit, Improvement Plans, and OIA, if the City Engineer finds it necessary due to public health and safety reasons, and it is in the best interest of the City. The 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.

F. Fire Department Conditions of Approval

1. Prior to occupancy of any structures, monitored NFPA 13-R automatic sprinkler and smoke alarm systems must be installed.
2. Trees planted along fire apparatus access roads or alleys shall be maintained/pruned to provide the minimum 13.5 feet of clear vertical height or the variety provided shall be the type which will not naturally encroach into this right-of-way for emergency vehicle access.
3. Any cul-de-sac bulb that cannot accommodate fire truck turning with on-street parking shall be striped and signed "no parking" to the satisfaction of the Fire Chief.
4. All alleys shall be signed and striped "no parking" to ensure a 20-foot clear travel way at all times for emergency vehicle access.

G. Public Works Conditions of Approval

1. The City requires that the Tracy Village Development project homeowners association (HOA) provide for maintenance of all landscape areas within the project boundaries, and shall join a Community Facilities district (CFD) for landscape maintenance adjacent to the project within the City's right-of-way along both Corral Hollow and Valpico Roads. While required to join the CFD, it will be kept in a "dormant" status for the private streets landscape maintenance and only activated if the HOA does not provide for maintenance as needed. Landscape maintenance on each privately owned lot will be the responsibility of the individual homeowners.

2. Landscaping shall be provided consistent with standard details of the City Master Plans.

3. The developer shall coordinate with the City's trash collector (currently Tracy Delta disposal) to allow for access through the entry gates, and shall either plan for manual collection on the alley-loaded lots, or ensure that the toters are located for pick-up by the trucks on the right hand side only.

Exhibit "C"
Location Map

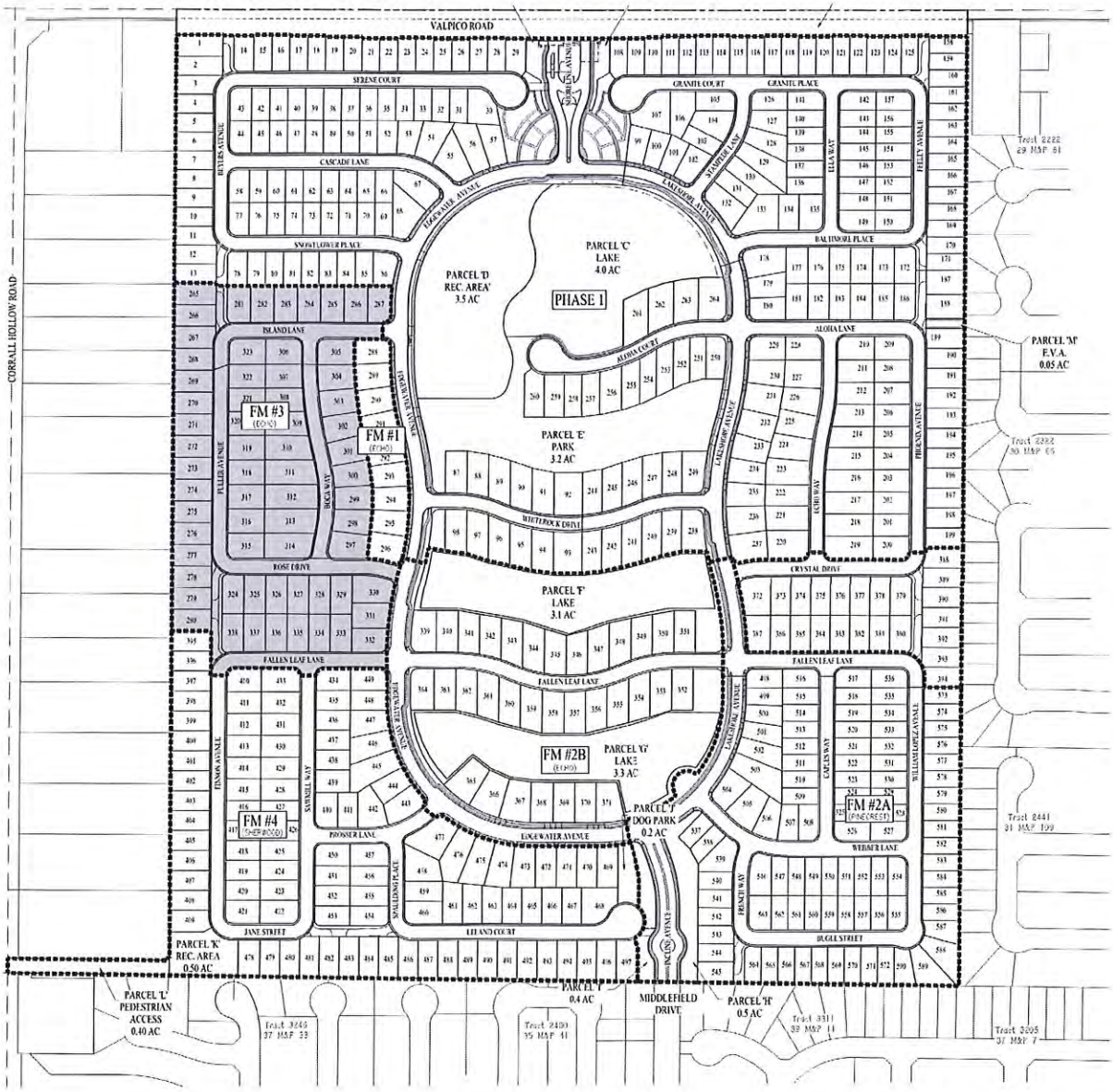

EXHIBIT "D"
PAGE 1 OF 1

Name of Person	Company Name	Telephone Number
Steve Savage	Toll Brothers	(925) 249-6032
Gordon Zanin	CBG Civil Engineers	(925) 866-0322

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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
Tracy Village Neighborhood 4
Tract 4161

This Subdivision Improvement Agreement ("**Agreement**") is entered into between the City of Tracy, a municipal corporation ("**City**"), and **TOLL WEST INC.** which will do business in California as Toll Brothers West Inc., a Delaware corporation (hereinafter "Subdivider").

Recitals

A. Subdivider is currently the owner of the real property located at south side of Valpico Road and east of Corral Hollow Road ("**Property**"), and more particularly described in **Exhibit "A"**, attached and incorporated herein by its reference.

B. On May 15, 2018, the Tracy City Council ("***City Council***") adopted the Tracy Village Specific Plan and approved various related land use entitlements including Application No. TSM17-0003 and approved by Resolution No. 2018 087 (the "***Tentative Subdivision Map for Tracy Village, Tract No 3917***"). The project includes 590 single-family dwelling units and would include three manmade lakes totaling approximately 10 acres, along with a community recreation center with pool, spa and bocce courts, open space and trails/pathways. The project also includes the proposed annexation into the City of an additional 42 residential properties. The Tentative Subdivision Map is on file with the City Clerk and is incorporated herein by this reference.

C. The Tentative Map approval was subject to certain conditions of approval ("**Conditions**"). The Conditions are attached here as **Exhibit "B"** and incorporated by reference. Among other things, the Conditions describe improvements that are required for approval of a final map under the Subdivision Map Act, the City's 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), the Subdivider has submitted to the City the Final Subdivision Map ("**Final Map**") for Tract No. 4161 - Tracy Lakes Neighborhood 4, consisting of 103 single family residential lots and other parcels to be owned by Homeowner's Association located on approximately 19.07 acres within the boundaries of the aforementioned 590 lot Tracy Village Project. Exhibit "C" shows the overall Tracy Village project area and the location of the Final Subdivision Map for Tract 4161 – Tracy Lakes Neighborhood 4 ("**Project**" or "**Project site**").

E. In accordance with the Conditions of Approval, the Subdivider has prepared, and the City Engineer has approved certain Improvement Plans and Specifications (which incorporate portions of the City's Standard Specifications) which describe in more detail the improvements that are required for approval of the Final Map. The Plans and Specifications are incorporated herein by reference. The approved "**Plans and Specifications**" includes: fifteen (15) sheets of improvement plans entitled "*Tracy Lakes – Phase 4 Improvement Plans Tract 4161*" prepared by CBG Civil Engineers, San Ramon, CA.; four (4) sheets of joint trench plans entitled "Joint Trench Composite Plan, Tracy Lakes Phase 4, Sherwood, prepared by Giacalone Design Services, Inc. Pleasanton, CA.; and forty-one (41) sheets of Streetscape plans entitled "Tracy Lakes Tract #3917 Entry & Loop Road – Phase 2 Landscape Improvement Plans" prepared by SMP Environmental Design of Dana Point, CA. The Improvement Plans, Joint Trench Plan and Street Light Plans are on file with the City Engineer under Tracking Number ENG 23-0011, and the Streetscape Improvement Plans are on file with the City Engineer under Tracking Number ENG 22-0047, all incorporated herein by reference.

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

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location.** Subdivider shall perform, or cause to be performed, the Work described in the Plans and Specifications and the Conditions ("Work"), to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at Subdivider'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. Subdivider 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). Subdivider shall perform all Work at the locations and grades shown on the Plans and Specifications. Subdivider (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 Subdivider'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. Work shall begin 60 days after the Effective Date of this Agreement, in compliance with the requirements in Section 2.1. Effective Date is defined as the date on which the City executes the Agreement. Subdivider 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 fifteen (15) days before the beginning of Work, Subdivider shall provide written notice to the City Engineer of the date on which Subdivider will begin Work. Subdivider shall not begin Work until after the notice required by this section is properly provided, and Subdivider 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, Subdivider shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Subdivider's prosecution of the Work.

   2.3 **Completion of Work.** Subdivider shall complete all Work by no later than December 1, 2025 after Subdivider'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) Subdivider submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Subdivider pays all processing fees for such time extension.

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

3.1 **Faithful Performance** security in the amount of **$1,385,000.00** 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 $1,385,000.00 to secure payment by Subdivider to laborers and materialmen under Government Code sections 66499.2, 66499.3, and 66499.4.

3.3 **Warranty** security in the amount of **$138,500.00** 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 **$9,750.00** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

4. **Indemnification.** Subdivider shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Subdivider or Subdivider'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 13, 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, Subdivider's obligations under this Section 4 are in addition to all other Subdivider's obligations set forth in this Agreement and shall not affect Subdivider's warranty obligations set forth in Section 13, below.

5. **Insurance.** Concurrently with the execution of this Agreement by Subdivider, and before beginning any Work, Subdivider 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.** Subdivider shall, throughout the duration of this Agreement, maintain insurance to cover Subdivider, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

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

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

5.6 **Endorsements.** Subdivider 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 Subdivider'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, Subdivider's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Subdivider's insurance and shall not contribute with it.

5.6.3 Subdivider 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.** Subdivider 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. Subdivider shall immediately obtain a replacement policy.

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

5.9 **Insurance Certificate.** Subdivider 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) calendar days before the policy expiration date of any insurance policy required by this Agreement, Subdivider shall provide a substitute certificate of insurance.

5.11 **Subdivider's Obligation.** Maintenance of insurance by Subdivider as specified in this Agreement shall in no way be interpreted as relieving Subdivider of any responsibility

whatsoever (including indemnity obligations under this Agreement), and Subdivider may carry, at its own expense, such additional insurance as it deems necessary.

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

7. **Default.**

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

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

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

7.2.2 Subdivider abandons the Project site.

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

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

7.2.5 Subdivider violates any legal requirement related to the Work.

7.3 If Subdivider fails to cure the default within thirty (30) days, or provide adequate written assurance to the satisfaction of the City Engineer that the cure will be promptly 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 Subdivider 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 Subdivider complete performance of the Work.

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

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

9. **Repair of any Damage.** In the event and to the extent Subdivider or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Subdivider shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

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

Concurrently with Subdivider's execution of this Agreement and before the beginning of any Work, Subdivider 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, Subdivider shall pay all such costs and provide a report directly to the City.

11. **Subdivider's Authorized Representative.** At all times during the progress of the Work, Subdivider shall have a competent foreperson or superintendent (Superintendent) on site with authority to act on behalf of Subdivider. Subdivider 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. **Exhibit "D"** attached hereto includes the initial contact information referenced in this Section 11.

12. **Acceptance of Work.** Before the City Council's acceptance of the Work, Subdivider is solely responsible for maintaining the quality of the Work and maintaining safety at the Project site. Subdivider'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.

13. **Warranty Period.** Subdivider shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. 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 Subdivider under this Agreement, Subdivider shall be in default of this Agreement and shall without delay and without any cost to City repair, replace, or reconstruct any defective improvements.

14. **Notices.**

14.1 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:

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

Attn: City Engineer
notice@cityoftracy.org

With a copy to

City Attorney's Office
333 Civic Center Plaza
Tracy, CA 95376

Attn: City Attorney
attorney@cityoftracy.org

To Subdivider:

Toll West Inc. dba in California as
Toll Brothers West Inc.,
a Delaware corporation

Attn: Steve Savage
6800 Koll Center Pkwy, Ste. 320
Pleasanton, CA 94566

Tel: (925) 249-6032
Email: ssavage@tolllbrothers.com

With a copy to

Toll West Inc.
Attn: Yolanda Rodriguez
Chief Transactional Counsel
1140 Virginia Drive
Fort Washington, PA 19034

Tel: (215) 938-8216
Email: yrodriguez2@tollbrothers.com

14.2 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.

15. **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. Notwithstanding the foregoing, any changes requested or approved by, or consented to by the City during in-field inspections do not need to be made in writing provided that they are reflected on the as-builts.

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

17. **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.

18. **Assignment and Delegation.** This Agreement and any portion of it may not be assigned or transferred, nor shall any of Subdivider'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.

19. **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.

20. **Permits, Licenses, and Compliance with Law.** Subdivider shall, at Subdivider's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Before City signs the Agreement, Subdivider shall obtain a City of Tracy Business License. Subdivider shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

21. **Entire Agreement; Exhibits; Severability.** The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Legal Description of Property (Recital A.)
B. Conditions of Approval (Recital D.) – Tract 3917 COA attached
C. Location Map
D. Subdivider's Authorized Representative Information (Section 11.)

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.

22. **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.

[SIGNATURES ON FOLLOWING PAGE]

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. _____.]

Subdivider

_____
By: Steve Savage
Title: Vice President
Date: 12-6-23

Federal Employer Tax ID No.
83-3070946

Attest:

_____
By: Adrianne Richardson, City Clerk

Approved As To Form:

_____
By: Bijal M. Patel, City Attorney

ACKNOWLEDGMENT

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

State of California
County of Alameda)

On December 13, 2023 before me, Rosana Haydee Martinez Sedano, Notary Public
(insert name and title of the officer)

personally appeared Steve Savage,
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.

ROSANA HAYDEE MARTINEZ SEDANO
Notary Public - California
Alameda County
Commission # 2404926
My Comm. Expires May 20, 2026

Signature _____ (Seal)

Exhibit "A"

LEGAL DESCRIPTION

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

PARCEL N, AS SHOWN ON THAT CERTAIN MAP ENTITLED, TRACT NO. 3917, TRACY VILLAGE NEIGHBORHOOD 5A, FILED FOR RECORD on October 31, 2022 IN BOOK 44 OF MAPS AND PLATS, PAGE 50,
SAN JOAQUIN COUNTY RECORDS.

City of Tracy
Conditions of Approval

Tracy Village
Application Number (Tract 3917)
May 15, 2018

These Conditions of Approval shall apply to the real property described as the Tracy Village Development. The Tracy Village Development Project is proposed as a gated community consisting of 590 single-family detached residential homes, and would include three man-made lakes totaling approximately 10 acres, along with a community recreation center with pool, spa and bocce courts, open space and trails/pathways (Assessor's Parcel Number 244-040-01 and 244-030-01 and 02), located on the south side of Valpico Road, east of Corral Hollow Road. The project also includes the proposed annexation into the City of an additional 42 residential properties (Residential Annexation Area) fronting Corral Hollow Road and Valpico Road, and an adjoining drainage canal north of Valpico Road (Parcel Numbers 244-030-03 through 22 and 242-050-01 through 21, and 242-040-29).

The following definitions shall apply to these Conditions of Approval:

1. "Applicant" means any person, or other legal entity, defined as a "Developer."

2. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed engineer designated by the City Manager, or the Development Services Director, or the City Engineer to perform the duties set forth herein.

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 (also known as Urban Management Plan), the Tracy Municipal Code, ordinances, resolutions, policies, procedures, and the City's Design documents (the Streets and Utilities Standard Plans, Design Standards, Parks and Streetscape Standard Plans, Standard Specifications, and Manual of Storm Water Quality Control Standards for New Development and Redevelopment, and Relevant Public Facilities Master Plans).

4. "Conditions of Approval" shall mean the conditions of approval applicable to the Tracy Village Development project. The Conditions of Approval shall specifically include all Development Services Department, including Planning, Engineering, and Building Divisions, Finance Department, Fire Department, and Public Works conditions set forth herein.

5. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.

6. "Project" means the real property consisting of approximately 135 acres located on the south side of Valpico Road, east of Corral Hollow Road, Assessor's Parcel Number 244-040-01, and 244-030-01 and 02, and 42 residential properties fronting Corral Hollow Road and Valpico Road (Parcel Numbers 244-030-03 through 22 and 242-050-01 through 21 and 242-040-29).

7. "Property" means the real property generally located on the south side of Valpico Road, east of Corral Hollow Road, Assessor's Parcel Number 244-040-01, 244-030-01 and 02, and 42 residential properties fronting Corral Hollow Road and Valpico Road (Parcel Numbers 244-030-03 through 22 and 242-050-01 through 21, and 242-040-29).

8. "Subdivider" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. "Subdivider" also means Developer. The term "Developer" shall include all successors
in interest.

B. Planning Division Conditions of Approval:

1. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, *et seq.*), the Subdivision Map Act (Government Code sections 66410, *et seq.*), the California Environmental Quality Act (Public Resources Code sections 21000, *et seq.*, "CEQA"), and the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 15000, *et seq.*, "CEQA Guidelines").

2. Unless specifically modified by these Conditions of Approval, the Project shall comply with all City Regulations.

3. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all mitigation measures identified in the Tracy Village Development Project Environmental Impact Report dated April 11, 2018.

4. Pursuant to Government Code section 66020, including section 66020(d)(1), the City HEREBY NOTIFIES the Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) will begin on the date of the conditional approval of this Project. If the Developer fails to file a protest within this 90-day period, complying with all of the requirements of Government Code section 66020, the Developer will be legally barred from later challenging any such fees, dedications, reservations or other exactions.

5. Except as otherwise modified herein, all construction shall be consistent with the Vesting Tentative Subdivision Map received by the Development and Engineering Services Department on April 2, 2018 and as modified on the project site plan and Tracy Village Specific Plan dated March 2018.

6. Prior to the issuance of any building permits for the community buildings, the applicant shall provide a detailed landscape and irrigation plan consistent with City landscape and irrigation standards and the approved plan, including, but not limited to Tracy

Municipal Code Section 10.08.3560, the City's Design Goals and Standards, and the applicable Department of Water Resources Model Efficient Landscape Ordinance on private property, and the Parks and Parkways Design Manual for public property, to the satisfaction of the Development Services Director. Newly planted, on-site trees shall be a minimum size of 24-inch box and shrubs shall be a minimum size of five gallons.

7. No signs are approved as a part of this development application. Prior to the installation of any signs, the applicant shall submit a sign permit application and receive approval from the Development Services Director in accordance with City Regulations.

8. Prior to the issuance of any building permits, the developer shall document compliance with the City of Tracy Manual of Stormwater Quality Control Standards for New Development and Redevelopment (Manual) to the satisfaction of the Public Works Director, which includes the requirement for Site Design Control Measures, Source Control Measures and Treatment Control Measures under the guidelines in a project Stormwater Quality Control Plan (SWQCP). Compliance with the Manual includes, but is not limited to, addressing outdoor storage areas, trash enclosures, parking areas, any wash areas and maintenance areas. The SWQCP must conform to the content and format requirements indicated in Appendix D of the Manual and must be approved by the Public Works Director prior to issuance of grading or building permits. Stormwater treatment shall be consistent with the approved plans, subject to approval by the City's Utility Department.

9. The project shall comply with all applicable provisions of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan, including Incidental Take Minimization Measures applicable at the time of permit and a pre-construction survey prior to ground disturbance, to the satisfaction of San Joaquin Council of Governments.

10. The developer shall design and construct all buildings with fire sprinklers in accordance with City Regulations to the satisfaction of the Fire Marshal.

11. Development of the 42 residential properties (Residential Annexation Area) shall be governed by the following: The majority of the 42 lots are developed with detached single-family residences, and are served by private wells and septic systems. Connection to city water and sewer systems shall be voluntary, unless new residential development (building permits for new construction) is proposed by the property owners.

12. The project shall utilize the building elevations as shown in the Tracy Village Specific Plan for the Tracy Village residential community, consistent with requirements of the City Design Standards and Guidelines and the project Planned Unit Development provisions. The final design plans shall be subject to review and approval of the Development services Director prior to first building permit issuance.

13. All of the houses that border existing developed lots on the west, east and south sides of the Tracy Village project shall be limited to a single-story in height.

14. All common area lots and open spaces, including landscaping, shall be maintained by the Project homeowner's association (HOA). Final covenants, conditions and restrictions (CC&Rs) shall be submitted to the City for review and approval prior to their recordation. The CC&Rs shall be recorded prior to City issuance of a grading plan or improvement plans for the Project.

15. All proposed Emergency Vehicle Access (EVA) points connecting the project to public streets shall be built subject to Fire Department and Engineering Division approval, including with respect to width, loads, turn radius, and use of gates or other barriers.

16. All vents, gutters, downspouts, flashing, electrical conduit, and other wall-mounted or building-attached utilities shall be painted to match the color of the adjacent surface or otherwise designed in harmony with the building exterior to the satisfaction of the Development Services Director.

17. All ground-mounted equipment, including, but not limited to air conditioning units, water heaters, gas meter and utility boxes shall be screened form view from common areas with decorative walls, fences or landscaping, to the satisfaction of the Development Services Director.

18. Prior to final inspection or certificate of occupancy, all exterior and parking area lighting shall be directed downward or shielded, to prevent glare or spray of light into any adjacent properties, to the satisfaction of the Development Services Director.

19. All PG&E transformers, phone company boxes, Fire Department connections, backflow preventers, irrigation controllers, and other on-site utilities, shall be vaulted or screened from view from any public right-of-way, behind structures or landscaping, to the satisfaction of the Development Services Director.

20. Prior to the issuance of a building permit, the Developer shall submit detailed trash and recycling enclosure plans which include the following, to the satisfaction of the Development Services Director: the walls shall be of masonry construction, at least eight feet in height, include solid metal doors, a solid roof, and an interior perimeter concrete curb. The enclosures shall include exterior color and material compatible with adjacent or nearby building exteriors of the project.

21. Prior to the issuance of a building permit, the developer shall design a recycling program consistent with State Assembly Bill 341, to the satisfaction of the Public Works Director. The program shall include or have access to enclosures with adequate space for both refuse and recycling and shall be incorporated with the trash and recycling enclosures. Each enclosure shall have signs that clearly indicate refuse and recycling locations as well as prohibition of scavenging. The program shall include recycling options or elements at the pool area and other common areas for the residents.

22. The developer shall be required to pay all applicable City impact fees, including park fees. No fee credit shall be given for the developer private parks and facilities within the Tracy Village Development.

C. Finance Department Conditions of Approval

1. Prior to recording the Final Map, the applicant shall do one of the following, subject to the approval of the Finance Director:

a. CFD or other funding mechanism. The applicant shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that prior to the issuance of the first building permit, the applicant will form a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for funding the on-going operational costs of providing Police services, 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. 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 applicant shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that prior to the issuance of the first building permit, the applicant 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.

If the provisions for adequate funding of the on-going operational costs of providing Police services, Public Works services and other City services are met prior to issuance of the first building permit for the project, subject to the Finance Director's review and approval, the terms of this condition shall be considered to have been met and this condition shall become null and void.

D. Building Division Conditions of Approval

1. The developer shall demonstrate that the proposed residential buildings are designed and constructed in conformance with all applicable City and State Regulations to the satisfaction of the Chief Building Official, including but not limited to CalGreen Building Standards and Title 24-11A accessibility standards.

2. The developer shall demonstrate that all improvements, in-tract and offsite, required to serve the Project Site described by the final map and Vesting Tentative Subdivision Map are in accordance with the City Regulations. The Improvement Plans shall specifically include all the requirements specified below.
    a. The Improvement Plans shall consist of the Grading and Storm Drainage Plans, Irrigation and Landscaping Plans, Composite / Joint Utility Plans, In-tract Civil and Utility Plans, Street Lighting Plans, Sewer Plans, Water Distribution Plans, Fire Hydrant distribution Plans, Signing and Striping Plans, Masonry Wall Plans, and Storm Water Plans, Curb, Sidewalk, Gutter, Fire Department EVA road and additional associated features, Road profiles and construction details, Handicap Accessibility Plans and construction details in accordance with City of Tracy Standards and Regulations.
    b. Improvement plans shall also include Lake Construction plans to include but not limited to retaining walls, all applicable distribution features, piping, pumps, out-fall structures, inlets and connection to City storm water.
    c. All supporting engineering calculations, soils reports, material and technical specifications, and reports related to the design of the subdivision improvements, and as required by the City Engineer shall be provided. The engineering calculations shall include calculations for determining the size and capacity of sewer, water and storm drainage facilities.
3. No Temporary or Final Building Certificate of Occupancy will be issued by the City (excluding model homes) until after the Subdivider provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that the Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the improvements required in these Conditions of Approval.
4. All gates are to be accessible by the Fire Department in the case of an emergency, by means such as a Knox box, Knox padlock, Opticon sensors or other means to the satisfaction of the Fire Chief and Chief Building Official.
5. All hydrants, FDCs and DDCVs shall be provided with a minimum of three feet of clearance at all times. Therefore, landscaping shall be designed so that no adjacent plants can grow into and obscure these pieces of equipment.

E. Engineering Division Conditions of Approval

E.1. General Conditions

The Subdivider shall comply with the applicable requirements of the approved documents, technical analyses/ reports prepared for the Project listed as follows:

a) "Tracy Village Traffic Impact Impact Analysis", prepared by Kimley-Horn

Associates, dated March 14, 2018, and Memorandum titled "Tracy-Village – Tentative Map Review" prepared by Kimley-Horn Associates, dated February 12, 2018 and any subsequent amendments and updates (Collectively "Traffic Report").

b) "Tracy Village Water Distribution System Hydraulic Network Analysis", prepared by West Yost Associates, dated February 16, 2018, and any subsequent amendments and updates. ("Water Report")

c) Technical Memorandum by Storm Water Consulting, Inc., dated January 8, 2018, and any subsequent amendments and updates. ("Storm Drainage Report").

E.2. Grading Permit

The Subdivider shall submit all relevant documents related to grading permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

E.2.1. Grading and Drainage Plans prepared on a 24" x 36" size polyester film (mylar). Grading and Drainage Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil Engineer.

a) The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Building Official and Fire Code Official prior to submitting the mylars to Engineering Division for City Engineer's approval.

b) Prior to the issuance of Grading Permit for the Project, Subdivider shall submit improvement plans and secure approval of plans from the City's Building Division, for the design of on-site sewer improvements and the Project's sewer connection.

E.2.2. Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

E.2.3. Two (2) copies of the Project's Geo-technical /Soils Report prepared by Geo-technical Engineer.

E.2.4. Copy of recorded slope easements or construction/grading easements on adjacent properties (if applicable).

E.2.5. Three (3) sets of the Storm Water Pollution Prevention Plan (SWPPP) for the Project with a copy of the Notice of Intent (NOI) submitted to the State Water Quality Control Board (SWQCB) and any relevant documentation or written approvals from the SWQCB, including the Wastewater Discharge Identification Number (WDID#).

a. After the completion of the Project, the Subdivider is responsible for filing the Notice of Termination (NOT) required by SWQCB. The Subdivider shall provide the City with a copy of the completed Notice of Termination.

b. The cost of preparing the SWPPP, NOI and NOT, including the filing fee of the NOI and NOT, shall be paid by the Subdivider.

c. The Subdivider shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the applicable provisions of the City's Storm Water Management Program.

E.2.6. Two (2) sets of the Project's Geotechnical Report signed and stamped by a licensed Geotechnical Engineer licensed to practice in the State of California.

a. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, pavement design recommendations, and elevation of the highest observed groundwater level.

E.2.7. 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 Measure AQ-1 of the Mitigation Monitoring and Reporting Program of the Environmental Impact Report (EIR).

E.2.8. A copy of the approved Air Impact Assessment (AIA) with an Indirect Source Review (ISR) from San Joaquin Valley Air Pollution Control District (SJVAPCD).

E.2.9. Two (2) sets of Hydrologic and Storm Drainage Calculations for the design of the on-site storm drainage system and for determining the size of the project's storm drainage connection, as required in Conditions E.4.2.d and E.4.3.k, below.

E.3. Encroachment Permit – Subdivider shall submit all relevant documents related to encroachment permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

E.3.1. Improvement Plans prepared on a 24" x 36" size 4-mil thick polyester film (mylar), if necessary that incorporate all the requirements described in these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

a. The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Building Official and Fire Code Official prior to submitting the mylars to Engineering Division for City Engineer's approval.

E.3.2. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

E.3.3. Traffic Control Plan shall be prepared under the supervision of, signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California, as required in Condition E.4, below.

E.3.4. Tracy's Fire Official's signature on the Improvement Plans indicating their approval for the fire service connection and fire and emergency vehicle access for the Project.

E.3.5. Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement

Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA. The Subdivider's obligations in the OIA shall be deemed to be satisfied upon City Council's acceptance of the public improvements and release of the Improvement Security.

E.3.6. Check payment for the applicable of engineering review fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable fees as required by these Conditions of Approval. The engineering review fees will be calculated based on the fee rate adopted by the City Council on May 17, 2016, per Resolution 2016-094.

E.4. Improvement Plans - Improvement Plans shall contain the design, construction details and specifications of public improvements and all subdivision 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. The Improvement Plans shall be completed to comply with City Regulations, these Conditions of Approval, and the following requirements:

E.4.1. The Improvement Plans including the Grading and Drainage Plans prepared in accordance with the City's Subdivision Ordinance and Design Standards. The improvement plans for all improvements (onsite and off-site) required to serve the Project in accordance with the City Design Documents, and these Conditions of Approval.

a. The Improvement Plans shall be prepared in mylar with the standard title and signature block.

b. The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylar including signatures by the Chief Building Official and Fire Code Official or Fire Safety Officer, prior to submitting the mylars to Engineering Division for City Engineer's approval.

E.4.2. The improvement plans shall be prepared to specifically include, but not be limited to, the following items:

a. All existing and proposed utilities such as domestic water line, irrigation service, fire service line, storm drain, and sanitary sewer, including the size and location of the pipes.

b. All supporting engineering calculations, materials information or technical specifications, cost estimate, and technical reports.

c. Two (2) copies of the Project's Geotechnical /Soils Report, prepared or signed and stamped by a Geotechnical Engineer.

d. The Project's on-site drainage connections to City's storm drainage system and on-site storm water treatment as approved by the City Engineer. Improvement Plans to be submitted with the hydrology and storm drainage calculations for the sizing of the on-site storm drainage system.

e. Three (3) sets of the Project's Storm Water Pollution Prevention Plan (SWPPP), Best

Management Practices (BMPs) and a copy of the Notice of Intent (NOI) with the State-issued Wastewater Discharge Identification number (WDID#).

E.4.3. Grading and Storm Drainage Plans

Site Grading

a. Include all proposed erosion control methods and construction details to be employed and specify materials to be used.

b. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Geotechnical Engineer. A copy of the Project's Geotechnical Report must be submitted with the Grading and Storm Drainage Plans.

c. Site grading shall be designed such that the Project's storm water can gravity drain directly to an existing storm drain system with adequate capacity to drain storm water from the Project Site in the event that the on-site storm drainage system fails or is clogged. The storm drainage release point is recommended to be at least 0.70 foot lower than the building finish floor elevation and shall be improved to the satisfaction of the City Engineer.

d. When the grade differential between the Project Site and adjacent property(s) exceeds 12 inches, a reinforced or masonry block, or engineered retaining wall is required for retaining soil. The Grading Plan shall show construction detail(s) of the retaining wall or masonry wall. The entire retaining wall and footing shall be constructed within the Project Site. A structural calculation shall be submitted with the Grading and Storm Drainage Plans.

e. An engineered fill between the Project site and adjacent properties may be accepted as a substitute of a retaining wall, if the grade differential is less than 2 feet and subject to approval by the City Engineer. The Grading and Storm Drainage Plans must show the extent of the slope easement(s). The Subdivider shall be responsible for obtaining permission from owner(s) of the adjacent and affected property(s). The slope easement must be recorded, prior to the issuance of the final building certificate of occupancy.

Storm Drainage

f. The Subdivider shall design and install the Project's storm drainage connection(s) to the City's storm drain facilities per the City of Tracy Citywide Stormwater Master Plan and the "Storm Drainage Study" and as required by the City Engineer.

g. The Subdivider shall submit design calculations and obtain approval of improvement plans for the off-site storm drain line to connect to existing channel at Sycamore Parkway. The Subdivider shall execute Offsite Improvement Agreement prior to beginning of work. The Subdivider will be required to overlay half street section on Valpico Road along the full length of the storm drain line after completion of installation of the storm drain line.

h. All on-site SD facilities, lakes, channels and associated facilities including the proposed connection(s) to the City's public drainage facilities, shall be owned and maintained by the HOA.

i. The Subdivider shall provide a Stormwater Quality Control Plan (SWQCP) detailing the methods in which the development will address compliance with the applicable City's Multi-Agency Post-Construction Stormwater Standards Manual (Manual).

The proposed stormwater treatment within the lake system will be subject review and approval by the City. Prior to the issuance of the grading permit for the project, the SWQCP shall be approved by the City Engineer.

j. Prior to the final inspection of the first building to be constructed on the Property, the Subdivider shall submit a signed and notarized Stormwater Treatment Facilities Maintenance Agreement (STFMA) as a guarantee for the performance of Subdivider's responsibility towards the repair and maintenance of on-site storm water treatment facilities. Calculations related to the design and sizing of on-site storm water treatment facilities must be submitted with the STFMA and the Grading and Storm Drainage Plans.

E.4.4. Sanitary Sewer Facilities

a. The Subdivider shall design and install sanitary sewer facilities including the Project's sewer connection in accordance with City Regulations and utility improvement plans approved by the City Engineer.

b. The Subdivider shall build and dedicate, to the satisfaction of the City Engineer, public sewer mains, manholes and associated improvements required to serve the entire subdivision. All public infrastructure shall be located in the private subdivision roadways. The Subdivider shall provide easements, to the satisfaction of the City Engineer, across the entire road plus 5 feet on either side as measured from the back of curb. Repair and maintenance of all sewer lines outside of easements which includes (but it not limited to) laterals and appurtenances shall be a private maintenance obligation either from the fronting property owner, HOA, or another City approved maintenance entity.

c. In the event the permanent sewer main in Corral Hollow Road and downstream improvements required to provide permanent capacity for the Project have not been constructed (by others) at the time of request for first building permit within the Project, the Subdivider shall complete the design and install master plan facilities within Corral Hollow Road from the Project to Node 4W-1 as shown in Figure 5-1 of Tracy Wastewater Master Plan.

d. Interim capacity in the existing sewer main north of Node 4W-1 may be temporarily available and the Project may be permitted to utilize existing capacity in the system north of Node 4W-1 subject to verification of availability of capacity in the existing facilities by completion of a technical analysis by City's Consultant ("Interim Sewer Capacity Analysis"). The cost of the Interim Sewer Capacity Analysis shall be funded by the Subdivider, and shall be completed prior to issuance of first building permit. If the Interim Sewer Capacity Analysis indicates that there is no capacity available for the Project, the Subdivider shall design and construct master plan facilities to provide additional capacity per the Wastewater Master Plan.

e. The Subdivider shall design and install wastewater services to existing homes on the north side of Valpico Road as part of the Offsite Improvements. The subdivider will be eligible for fee credits for the cost of installation of the water services.

f. In order to facilitate installation of wastewater service connections to existing homes fronting Corral Hollow Road as part of City's CIP project, a funding requirement in the amount of $100,000 has been identified. The Subdivider shall pay to the City the amount specified above within 30 days from written request from the City Engineer. City will identify funding source for reimbursement of the amount to the Subdivider, and enter into a Reimbursement Agreement prior to payment by the Subdivider.

g. The Subdivider is hereby notified that the City has limited wastewater treatment capacity in the City's Wastewater Treatment Plant until current and future expansion capital improvement projects are completed and operational. As of January 2017, the City had an unused capacity of approximately 1851 EDU's within its wastewater treatment plant available to new development within the City on a first come-first served basis. These EDU's are currently available to serve the proposed project, but as other development projects within the City come forward and building permits are issued, this remaining capacity will be reduced.

E.4.5. Water Distribution System

a. Water line sizing, layout and looping requirements for this Project shall comply with recommendations of the analysis by the City's Water Consultant.

b. If development of the Project is phased (e.g., the north part of the Project is developed as Phase 1 and the south part of the Project is developed as Phase 2), both connections to the City's existing potable water system (at Valpico Road and at Middlefield Drive), should be constructed with the first phase of development to provide for water supply redundancy and ensure adequate fire flow availability under all phases of Project development.

c. All water connections that are bigger than 2 inches in diameter shall be Ductile Iron Pipe (DIP).

d. During the construction of the Project, the Subdivider is responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the City of Tracy Fire Code Official.

e. All costs associated with the installation of the Project's permanent water connection(s) as identified in the Water Study including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings, replacing traffic detecting loops, conduits, and wires, relocating existing utilities that may be in conflict with the water connection(s), and other improvements shall be paid by the Subdivider.

f. Subdivider shall obtain an account for the water service to the Project and register the water meter with the Finance Department. Subdivider shall prepare and submit a map depicting the location of the water meter(s) to Finance Department.

g. If water main shut down is necessary, the City will allow a maximum of 4-hour water supply shutdown. The Subdivider shall be responsible for notifying residents or business owner(s), regarding the water main shutdown. The written notice, as approved by the City

Engineer, shall be delivered to the affected residents or business owner(s) at least 72 hours before the water main shutdown. Prior to starting the work described in this section, the Subdivider shall submit a Water Shutdown Plan and Traffic Control Plan to be used during the installation of the offsite water mains.

h. The Subdivider shall design and install domestic water service connections, including remote-read water meter (the water meter to be located within City's easement) in accordance with City Regulations.

i. The Subdivider shall build and dedicate, to the satisfaction of the City Engineer, public water mains, valves, fittings, fire hydrants and associated improvements required to serve the entire subdivision. All public infrastructure shall be located in the private subdivision roadways. The Subdivider shall provide easements, to the satisfaction of the City Engineer, across the entire road plus 5 feet on either side as measured from the back of curb to maintain the valves, fitting, fire hydrants and other associated improvements. Repair and maintenance of all water lines outside of easements which includes (but it not limited to) laterals, meters and appurtenances shall be a private maintenance obligation either from the fronting property owner, HOA, or another City approved maintenance entity.

j. The Subdivider shall design and install fire hydrants at the locations approved by the City's Fire Safety Officer and Chief Building Official. Prior to the approval of the Improvement Plans, the Subdivider shall obtain written approval from the City's Fire Safety Officer and Chief Building Official, for the design, location and construction details of the fire service connection to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.

k. The Subdivider shall design and install water services to existing homes on the north side of Valpico Road as part of the Offsite Improvements. The Subdivider will be eligible for fee credits for the cost of installation of the water services.

l. In order to facilitate installation of water service connections to existing homes fronting Corral Hollow Road as part of City's CIP project, a funding requirement in the amount of $100,000 has been identified. The Subdivider shall pay to the City the amount specified above within 30 days from written request from the City Engineer. City will identify funding source for reimbursement of the amount to the Subdivider, and enter into a Reimbursement Agreement prior to payment by the Subdivider.

m. Recycled Water

On-site Recycled Water is proposed to fill and maintain the water levels in the proposed project's lakes. On-site and off-site recycled water lines shall be designed per City Standards and applicable Regulations. The Subdivider shall install Recycled Water main in Valpico Road with construction of required roadway improvements on Valpico Road.

City will be installing Recycled Water facilities from the Wastewater Treatment Plant upto the intersection of Lammers Road and Old Schulte Road. Prior to final inspection of 150th home excluding model homes, the Subdivider shall complete installation of Recycled Water facilities from the Project to the intersection of Lammers Road and Old Schulte Road to connect

to Recycled Water line, if City's project has installed the Recycled Water Mains from the WWTP upto this junction.

If City's Recycled Water facilities are not completed, or are partially completed prior to final inspection of 150th home excluding model homes, the Subdivider shall construct needed facilities to extend Recycled Water facilities to connect the Project to Recycled Water lines. If no Recycled Water facilities are available to connect, the Subdivider shall demonstrate that City's domestic water supplies and water network are adequate to provide water to the Project and lakes. In such event, City's consultant will prepare a report with recommendations for any improvements to the City's water system or other means of addressing the additional demand on City's domestic water system. The Subdivider shall be responsible for costs of full compliance with the recommendations.

If the Subdivider installs Recycled Water Facilities that are funded by the Development Impact Fees or other sources, the Subdivider will be eligible to request fee credits and/or reimbursements pursuant to Tracy Municipal Code.

E.4.6. Utility Easements

a. Utilities within private streets shall be located within utility easements dedicated to the City, and shall be subject to review and approval by the City Engineer. Proposed Maintenance access roads or curb cuts shall be reviewed and approved by the City Engineer.

b. The Subdivider shall coordinate with local service providers and dedicate necessary Public Utility Easements (PUE) along the Project's frontage on Valpico Road and within the Project for Joint Trench Utilities to serve the Project.

E.4.7 Street Improvements:

a) Right of Way on Valpico Road Per the Citywide Roadway & Transportation Master Plan (CRTMP) that was adopted by the City Council on November 26, 2012, pursuant to Resolution 2012-240, Valpico Road will be a 4-lane major arterial street with a minimum right-of-way of 99 feet. The street section proposed consists of 102' wide right-of-way.

The Subdivider shall dedicate 47 feet right-of-way from the existing right-of-way line of Valpico Road towards the Property along the entire frontage of the Property on Valpico Road, for the construction of Valpico Road Frontage Improvements. The Subdivider shall dedicate the right-of-way on Final Map, or execute a Grant Deed to convey the land in fee title and submit legal description and plat map that describes the area to be dedicated, prior to the issuance of the Grading Permit. The cost of preparing the legal description and plat map will be the sole responsibility of the Subdivider.

Subdivider shall acquire right-of-way required on the north side of Valpico Road (County parcels) to install the roadway and sidewalk improvements including undergrounding of overhead utilities. City may assist Subdivider in acquisition of the right-of-way. Cost of acquisition of right-of-way shall be reimbursable to the Subdivider from the program fees as determined by the City Engineer.

Subdivider will be eligible to request fee credits and/or reimbursements for the cost of right-of-way in excess of Subdivider's obligation as defined in Traffic Master Plan and pursuant to Tracy Municipal Code requirements.

The City will assume responsibility to maintain the public improvements and accept the offer of dedication for right-of-way on Valpico Road after the City Council accepts the public improvements.

b) Frontage Improvements on Valpico Road – The Subdivider shall design and construct all roadway improvements on Valpico Road that are necessary to provide safe and functional access(s) to the Project for each phase and at Project's build-out condition, as described by the Traffic Report, and as required by the Conditions of Approval.

(i) The Frontage Improvements involve the widening of the south side of Valpico Road along the frontage of the Project and pavement transitions on both sides on Valpico Road and other improvements which include but not limited to, the installation of new asphalt concrete pavement, concrete curb, gutter, sidewalk, Class I bike lane, handicap ramp(s), crosswalk, bus shelter with turnout and associated improvements, parkway landscaping improvements with automatic irrigation system, storm drainage, catch basin/ drop inlet, fire hydrant, domestic, irrigation and fire services, street lights traffic sign(s), pavement marking and striping along the entire frontage on Valpico Road, and other improvements such as barricades, signing, and striping that are necessary to provide a safe transition to and from existing roadway section of Valpico Road (Frontage Improvements).

(ii) The roadway improvements shall also include the installation of a traffic signal at the Main Entry Street at Valpico Road. The intersection improvements will include but not limited to, traffic detection loops, pull boxes, conduits and wires, audible pedestrian warning, electronic sign, crosswalk, pavement legends and markings, lane markings, traffic signs, and other improvements as determined by the City Engineer that are deemed to be necessary to have a safe and functional traffic signal. The traffic signal is not included in funded improvements in City's fee program, and hence costs of design, acquisition of right-of-way (if required) and installation of the traffic signal is not eligible for fee credits or reimbursements.

(iii) The sidewalk along the frontage of the project shall be extended east of the Project boundary to connect to the existing sidewalk. Cost of acquiring right-of-way or easements and installation of the sidewalk shall be the responsibility of the Subdivider.

(iv) Subdivider shall design and install improvements on Valpico Road west of the Project to provide safe transitions to existing improvements. Subdivider shall acquire needed right-of-way on both sides of Valpico Road. Scope of roadway improvements shall be as determined by the City Engineer during the review of the improvement plans for the Project.

(v) Subdivider will be eligible to request fee credits and/or reimbursements for the cost of design and construction of improvements on Valpico Road that are in excess of Subdivider's obligation as defined in Traffic Master Plan and pursuant to Tracy Municipal Code requirements.

(vi) The Subdivider may request formation of a benefit district for recovering cost of right-of-way and construction of improvements beyond the Subdivider's frontage responsibility and not

included in City's fee program. The City will collect administrative fee, formation cost, and program management fees for forming, administering, and managing the benefit district. The Subdivider is responsible for submitting all documents such as materials receipts, payroll, equipment rental and others to show actual construction cost or expenses incurred or to support claim for reimbursement.

(vii) Improvement plans to be prepared for Valpico Road improvements shall include transition paving, widening, striping and signage, modification or removal of the existing guard rail (if required) to the east of the Project to conform to existing 4-lane street section in compliance with applicable standards to ensure safe transition for eastbound and westbound traffic on Valpico Road. The improvement plans shall also include transition paving, widening, striping and signage, modification or removal of the existing private improvements, relocation of existing overhead utility poles (if required) to the west of the Project to conform to existing street section in compliance with applicable standards to ensure safe transition for eastbound and westbound traffic on Valpico Road. The improvements shall be as approved by the City Engineer.

(viii) City has approved improvement plans to construct improvements on Corral Hollow Road to widen the street section to 4-lane configuration. The improvements on Valpico Road to be installed with the Project shall match the improvements per the approved improvement plans for Corral Hollow Road Improvements project at the intersection of Corral Hollow Road and Valpico Road. If the improvements at the intersection of Corral Hollow Road and Valpico Road are completed by the City at the time of construction of Valpico Road improvements by the Subdivider, the Subdivider shall design and construct improvements on Valpico Road to match the intersection improvements.

(ix) The construction details and specifications of bus turnout and bus shelter on Valpico Road shall be submitted for City's review at the time of review of Offsite Improvement Plans. The cost of the bus shelters and turnout and associated improvements are to be paid by the Subdivider without any reimbursement from the City.

(x) The Subdivider shall dedicate an easement for maintenance of traffic signal loops within Entry Street 1 on the Final Map, or execute a Grant Of Easement to the City, and submit legal description and plat map that describes the easement area.

(xi) Any travel lane(s) or left-turn and right-turn lane(s) and traffic signal at Entry Street 1 are considered to be site specific offsite improvements and they are Subdivider's responsibility to design and construct without any fee credits or reimbursements.

(xii) Prior to the issuance of a Building Permit for the project, the Subdivider shall dedicate a Public Utility Easement (PUE) along the full frontage of the Project on Valpico Road.

(xiii) CMU wall that is proposed to be constructed along the frontage of the project shall be located behind the right-of-way on Valpico Road. Maintenance of the wall, monument and decorative pavement at Entry Street 1 shall be the responsibility of the HOA.

c. Roadway Improvements on North side of Valpico Road- The Subdivider shall design and construct all roadway improvements on north side Valpico Road per the Valpico Road Typical

section shown on the Tentative Map and City Standards.

(i) Improvement plans to be prepared for Valpico Road improvements shall include improvements required to construct 4-lane arterial section with 5' wide Class II bike lane, curb and gutter, 5' wide sidewalk and improvements behind the sidewalk within the 3' setback to the right-of-way on the north side of Valpico Road. The improvement plans shall also include modification or removal of the existing private improvements as required to construct improvements and undergrounding of existing overhead utility poles in compliance with applicable standards. The improvement plans shall show modifications of driveways, landscape, fences, walls, mailboxes and other structures that may be impacted with the construction of the improvements.

The Subdivider shall coordinate modifications with property owners to minimize impacts to the parcels. City may require preparation of detailed exhibits for each of the parcels to provide necessary information to the owners.

d. All roadway improvements described in these Conditions of Approval must be designed and constructed by the Subdivider to meet the applicable requirements of the latest edition of the California Department of Transportation Highway Design Manual (HDM) and the California Manual of Uniform Traffic Control Devices (MUTCD), all applicable City Regulations, and these Conditions of Approval.

The Subdivider may complete the construction of improvements on Valpico Road in two phases:

First phase consisting of design and construction of Frontage Improvements on the south side of Valpico Road, four traffic lanes (two lanes for eastbound and two lanes for westbound traffic) with interim asphalt curb on the north side of Valpico Road, and installation of the traffic signal shall be completed by the Subdivider prior to issuance of 100th building permit within the Property.

Second phase consisting of removal of interim improvements, undergrounding of overhead utilities and sidewalk on the northside of Valpico Road shall be completed by the Subdivider prior to issuance of 200th building permit within the Property.

e. The Subdivider shall be responsible for any repairs or reconstruction of street pavement, curb, gutter and sidewalk and other public improvements on Valpico Road, if determined by the City Engineer to be in poor condition or damaged by construction activities related to the Project.

f. If the Subdivider completes the construction of roadway improvements on Valpico Road as described in these Conditions of Approval that are beyond the frontage responsibility of the Project, the Subdivider may be entitled to fee credits and/or reimbursement for the program portion of the roadway improvements on Valpico Road in accordance with the OIA and Title 13 of the Tracy Municipal Code. The amount of fee credit and/or reimbursement shall be determined during the review of improvement plans.

E.4.8. Project Access and Traffic Circulation

a. Design and construction of all streets and Entry Street 1 and 2 shall comply with the findings of the Traffic Analysis by Kimley-Horn Associates, and applicable City Standards.

b. The Subdivider shall construct complete street improvements for the Private internal streets and alleys as generally shown in the Tentative Map Tract No. 3917. Subdivider shall comply with the requirements of Fire Department and Public Works Department for access and design of structural pavement for Maintenance Access roads and Fire Lane access Roads within the Development. Improvement Plans shall be submitted to Engineering Division for review and approval by the City Engineer.

i) Private Streets and alleys will be maintained by the HOA.

ii) The Subdivider shall prepare a Signing and Striping Plan for the on-site private streets and alleys. The Signing and Striping Plan shall include all stop bars, stop legends, stop signs, right-turn or left turn arrows, centerline stripes, traffic control signage, etc. as necessary for internal traffic circulation.

iii) Striping and signage for on-street parking on the internal private streets and for designated parking lots for resident, guest, employees, and visitor parking shall comply with City's standards for Off Street Parking.

iv) The Subdivider shall submit detailed plans for Parcel L, Pedestrian Access to Corral Hollow Road. The improvements proposed within Parcel L shall be submitted for review and approval by City Engineer, Public Works Director and Police Chief.

E.4.9. Irrigation and Landscaping Plans

a. All parkway landscaping improvements along the frontage of the Property on Valpico Road shall be designed and constructed in accordance with City Regulations and completed as part of the Valpico Road Frontage Improvements. Design and construction details of these improvements shall be included in the Irrigation and Landscaping Plans. Parkway landscaping shall be maintained by the HOA as part of the Long-Term Maintenance Agreement between the City and Subdivider or HOA. The parkway landscape planting and irrigation system shall be separate from the onsite landscaping plan, including a separate irrigation meter, irrigation main(s), and irrigation controller(s). Parkway landscape improvements shall conform to City standards.

b. The Subdivider shall design and install public and private improvements, including street trees, monument signs, decorative fences and walls, and other improvements at locations that shall meet requirements related to horizontal sight distance.

E.4.10. Undergrounding of Overhead Existing Overhead Utilities

a. The Subdivider shall design and underground existing utilities on the north side of Valpico Road across from the Project as part of the Frontage Improvements. The Subdivider shall coordinate design and installation of underground utilities with the utility companies and the property owners. Undergrounding of services to the existing homes shall be completed with the undergrounding. City will provide assistance in seeking cooperation of the property owners in

undergrounding of services to homes. The Subdivider shall acquire easements if required to install the underground utilities. If the Subdivider is unable to acquire the necessary easements, City may extend its power of eminent domain subject approval of the City Council.

b. Pursuant to Tracy Municipal Code, Subdivider is responsible for 50% of the cost of undergrounding of overhead utilities on the north side of Valpico Road. City may reimburse the Subdivider for costs in excess of Subdivider's obligation towards the cost of undergrounding subject to availability of funds. At the time of approval of this Development Application, City has not identified funding sources for reimbursement. City will continue its evaluation of funding sources including Rule 20-A funding.

E.4.11. Offsite Improvement Agreement

a. Prior to starting any work on Valpico Road Frontage Improvements, the Subdivider shall sign an improvement agreement (Offsite Improvement Agreement or OIA) and post improvement security in accordance with Section 12.36.080 of the TMC, to guarantee completion of the public improvements. The OIA requires approval from the City Council.

E.4.12. Traffic Impact Mitigations

a. All Applicable traffic impact mitigations identified in the Environmental Impact Report shall be complied with.

E.4.13. Traffic Control Plan - Prior to starting the work, the Subdivider shall submit a Traffic Control Plan, to show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California.

E.4.14. Joint Utility Trench Plans – The Subdivider shall prepare joint trench plans in compliance with utility companies' requirements and City regulations, and obtain approval of the plans. All private utility services to serve Project, including electric, telephone and cable TV to the building must be installed underground, and to be installed at the location approved by the respective owner(s) of the utilities.

a. The Subdivider shall submit Joint Utility Trench Plans for the installation of electric, gas, telephone and TV cable main and service lines that are necessary to be installed to serve the Project. These utilities shall be installed within the Public Utility Easement (PUE) that will be offered for dedication to the City. The Subdivider shall coordinate, as feasible, with the respective owner(s) of the utilities for the design of these underground utilities to ensure they can be installed within the PUE to the extent feasible (and except in the event, that additional space beyond the PUE is required, as determined by the utilities owner(s)).

b. The Subdivider shall verify with the respective utility owner(s) if they will allow the installation of private landscaping within the public utility easement. Subdivider shall provide the utilities' owner(s) written notification and receive permission to construct the improvements, prior to the approval of the building permit.

E.5. Building Permit - No building permit will be approved by the City until the Subdivider

demonstrates, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

E.5.1. Payment of the Master Plan Fees for Citywide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park adopted by the City Council on January 7, 2014, per Resolution 2014-010.

E.5.2. Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC, and these Conditions of Approval.

E.5.3. Payment of the Agricultural Conversion or Mitigation Fee as required in Chapter 13.28 of the TMC, and these Conditions of Approval.

E.5.4. Payment of the Regional Transportation Impact Fees (RTIF) as required in Chapter 13.32 of the TMC, and these Conditions of Approval.

E.6. Acceptance of Public Improvements - Public improvements will not be accepted by the City Council until after the Subdivider completes construction of the relevant public improvements, and also demonstrates to the City Engineer satisfactory completion of the following:

E.6.1. Correction of all items listed in the deficiency report prepared by the assigned Engineering Inspector relating to public improvements subject to City Council's acceptance.

E.6.2. 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.

E.6.3. Reasonable written permission from irrigation district or affected owner(s), if applicable, as required in Condition E.10.3, below. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.

E.7. Temporary or Final Building Certificate of Occupancy or Final Building Inspection - No Temporary or Final Building Certificate of Occupancy will be issued by the City until after the Subdivider provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that:

E.7.1. The Subdivider has satisfied all applicable requirements set forth in Condition E.6, above.

E.7.2. The Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the improvements required in these Conditions of Approval. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the 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).

E.7.3. Unless dedicated on the Final Map, signed and notarized Grant Deed with the legal description and plat map that describes the area to be dedicated to the City, for the construction of Valpico Road Improvements.

E.7.4. Unless dedicated on the Final Map, signed and notarized Grant of Public Access Easements, Emergency Vehicle Access Easements, and Utility Easements with legal description and plat maps as applicable.

E.8. Improvement Security – The Subdivider shall provide improvement security for all public facilities, as required by the OIA and these Conditions of Approval. The form of the improvement security may be a surety bond, letter of credit or other form in accordance with section 12.36.080 of the TMC. The amount of improvement security shall be as follows:

E.8.1. Faithful Performance (100% of the estimated cost of constructing the public facilities),

E.8.2. Labor & Materials (100% of the estimated cost of constructing the public facilities), and

E.8.3. Warranty (10% of the estimated cost of constructing the public facilities)

E.9. Release of Improvement Security - Improvement Security(s) described herein shall be released to the Subdivider after City Council's acceptance of public improvements, and after the Subdivider demonstrates, to the satisfaction of the City Engineer, compliance of these Conditions of Approval, and completion of the following:

E.9.1. Improvement Security for Faithful Performance, Labor & Materials, and Warranty shall be released to the Subdivider in accordance with Section 12.36.080 of the TMC.

E.9.2. Written request from the Subdivider and a copy of the recorded Notice of Completion.

E.10. Special Conditions

E.10.1. All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with City Regulations, and City's Design documents including the City's Facilities Master Plan for storm drainage, roadway, wastewater and water adopted by the City, or as otherwise specifically approved by the City.

E.10.2. 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. The Subdivider shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit.

E.10.3. The Subdivider shall abandon or remove all existing irrigation structures, channels and pipes, if any, as directed by the City after coordination with the irrigation district, if the facilities are no longer required for irrigation purposes. If irrigation facilities including tile drains, if any,

are required to remain to serve existing adjacent agricultural uses, the Subdivider will design, coordinate and construct required modifications to the facilities to the satisfaction of the affected agency and the City. Written permission from irrigation district or affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.

E.10.4. Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or another public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the Grading Permit, Encroachment Permit, Building Permit, Improvement Plans, and OIA, if the City Engineer finds it necessary due to public health and safety reasons, and it is in the best interest of the City. The 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.

F. Fire Department Conditions of Approval

1. Prior to occupancy of any structures, monitored NFPA 13-R automatic sprinkler and smoke alarm systems must be installed.
2. Trees planted along fire apparatus access roads or alleys shall be maintained/pruned to provide the minimum 13.5 feet of clear vertical height or the variety provided shall be the type which will not naturally encroach into this right-of-way for emergency vehicle access.
3. Any cul-de-sac bulb that cannot accommodate fire truck turning with on-street parking shall be striped and signed "no parking" to the satisfaction of the Fire Chief.
4. All alleys shall be signed and striped "no parking" to ensure a 20-foot clear travel way at all times for emergency vehicle access.

G. Public Works Conditions of Approval

1. The City requires that the Tracy Village Development project homeowners association (HOA) provide for maintenance of all landscape areas within the project boundaries, and shall join a Community Facilities district (CFD) for landscape maintenance adjacent to the project within the City's right-of-way along both Corral Hollow and Valpico Roads. While required to join the CFD, it will be kept in a "dormant" status for the private streets landscape maintenance and only activated if the HOA does not provide for maintenance as needed. Landscape maintenance on each privately owned lot will be the responsibility of the individual homeowners.

2. Landscaping shall be provided consistent with standard details of the City Master Plans.

3. The developer shall coordinate with the City's trash collector (currently Tracy Delta disposal) to allow for access through the entry gates, and shall either plan for manual collection on the alley-loaded lots, or ensure that the toters are located for pick-up by the trucks on the right hand side only.

Exhibit "C"
Location Map

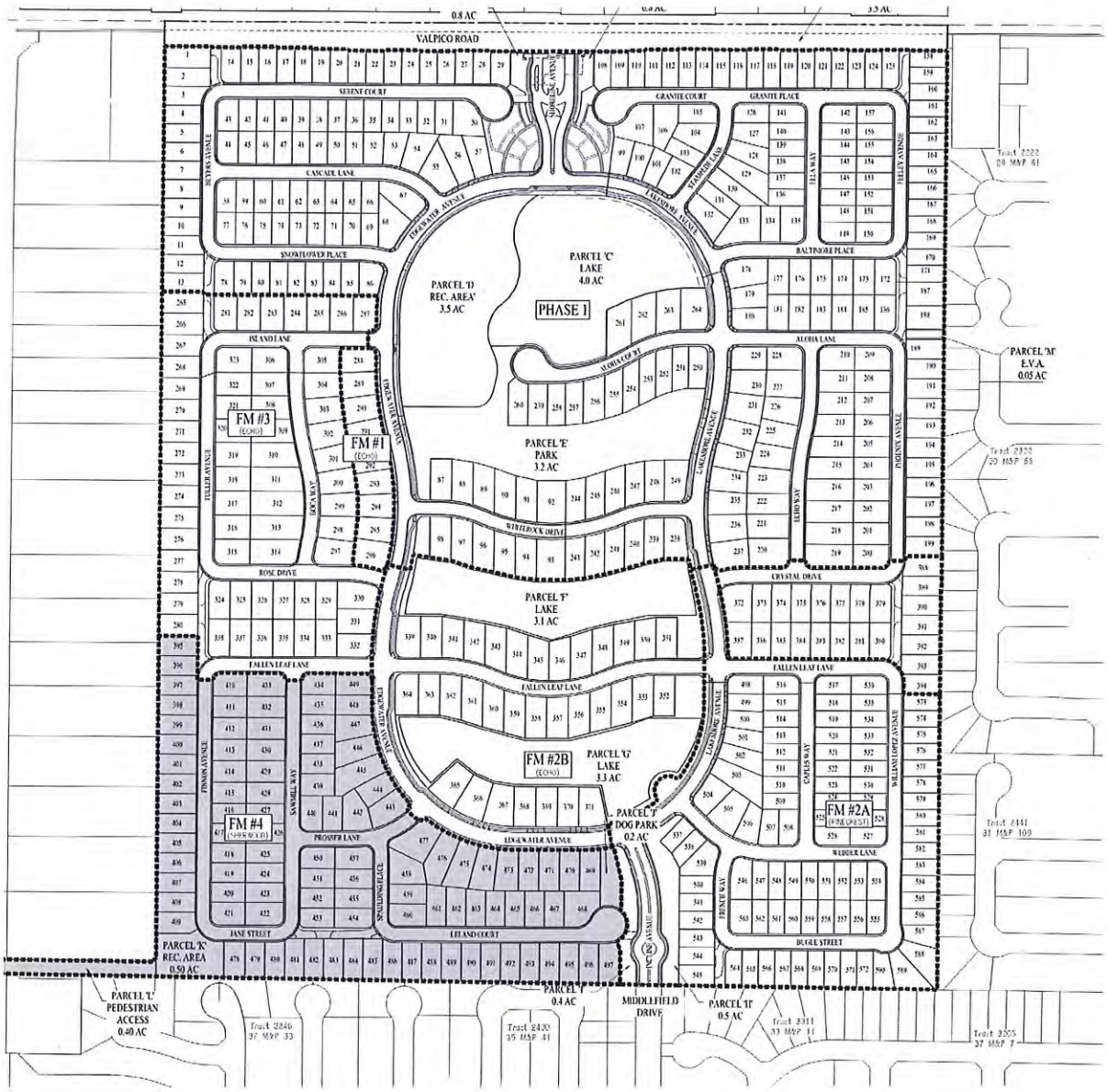

EXHIBIT "D"
PAGE 1 OF 1

Name of Person	Company Name	Telephone Number
Steve Savage	Toll Brothers	(925) 249-6032
Gordon Zanin	CBG Civil Engineers	(925) 866-0322

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APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023-____

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1) APPROVING SUBDIVISION IMPROVEMENT AGREEMENTS BETWEEN THE CITY AND TOLL WEST, INC. FOR PHASE 2 OF TRACY VILLAGE, TRACTS 4157, 4158, 4159, 4160, AND 4161; AND 2) AUTHORIZING THE CITY CLERK TO FILE EACH AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER.

WHEREAS, the City Council adopted a resolution that approved a LAFCo (Local Agency Formation Commission) application for annexation and pre-zoning of 590 residential lots, A/P13-0002, to San Joaquin County; approved the Tracy Lakes Specific Plan, SPA18-0001; approved a vesting tentative subdivision map, TSM17-0003; adopted a statement of overriding considerations and mitigation monitoring and reporting program; and certified the Environmental Impact Report (EIR) on May 15, 2018, pursuant to Resolution No. 2018-087; and

WHEREAS, the project includes 590 single-family residential dwelling units and would include three man-made lakes totaling approximately 10 acres along with a community recreation center with a swimming pool, spa, bocce courts, open space, and trails/pathways; and

WHEREAS, the City of Tracy's Planning Commission approved an extension to TSM17-0003, EXT20-0001, pursuant to Planning Commission Resolution No. 2020-007; and

WHEREAS, City Council adopted a resolution that approved a Deferred Improvement Agreement (DIA) between the City and Subdivider on September 7, 2021, pursuant to Resolution No. 2021-125, and said agreement deferred the following improvements:

1) A recycled water line from the project's connection on Valpico Road, and on Lammers Road to Old Schulte Road until the final inspection of the 150th dwelling unit excluding model homes;
2) Lammers Road and Valpico Road intersection improvements until the 150th building permit;
3) Valpico Road frontage improvements and the traffic signal until the 100th building permit;
4) A sidewalk on the northside of Valpico Road until six months after PG&E completes undergrounding the overhead utilities on Valpico Road; and
5) Valpico Road improvements fronting the Zambetti parcels; and

WHEREAS, on October 27, 2021, the Interim City Manager signed the Off-site Improvement Agreement (OIA) between the City and Subdivider for the Valpico Road Improvements, pursuant to the emergency COVID ordinance; and

WHEREAS, on October 4, 2022, the City Council approved the Final Maps and SIAs for Tracy Lakes Tract 3917, Tract 4005, and Tract 4006, (Tracy Lakes Phase 1); and

WHEREAS, the Subdivider is requesting to phase the Tracy Lakes Phase 2 and are divided as follows:

1) Final Subdivision Map Tract 4157 Neighborhood 2A will consist of 93 single family residential lots and other parcels to be owned by Homeowner's Association located on approximately 15.94 acres.

2) Final Subdivision Map Tract 4158 Neighborhood 2B will consist of 33 single family residential lots and other parcels to be owned by Homeowner's Association located on approximately 14.87 acres.

3) Final Subdivision Map Tract 4159 Neighborhood 2C will consist of 23 single family residential lots and other parcels to be owned by Homeowner's Association located on approximately 3.91 acres.

4) Final Subdivision Map Tract 4160 Neighborhood 3 will consist of 80 single family residential lots and other parcels to be owned by Homeowner's Association located on approximately 13.36 acres.

5) Final Subdivision Map Tract 4161 Neighborhood 4 will consist of 103 single family residential lots and other parcels to be owned by Homeowner's Association located on approximately 13.36 acres; and

WHEREAS, the final maps for each tract will be brought to City Council for approval at a future council date; and

WHEREAS, the Conditions of Approval (COA) includes certain conditions that are required to be completed prior to the approval of final maps; and

WHEREAS, approval of the SIAs will allow the Subdivider to construct underground improvements, roadway improvements, streetscape and other in-tract improvements in Tracy Lakes Phase 2 as required by the COA; and

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

WHEREAS, the Improvement Plans, and Cost Estimates for the required improvements have been prepared on behalf of the Subdivider, have been reviewed by the City and approved by the City Engineer, and are incorporated into each SIA for Tract 4157, Tract 4158, Tract 4159, Tract 4160 and Tract 4161 by reference; now, therefore be it

RESOLVED, That the City Council of the City of Tracy hereby approves the Subdivision Improvement Agreement between the City and Toll West, Inc. for Tracy Village Tract 4157 attached and incorporated herewith as Exhibit 1; and be it

FURTHER RESOLVED, That the City Council of the City of Tracy hereby approves the Subdivision Improvement Agreement between the City and Toll West, Inc. for Tracy Village Tract 4158 attached and incorporated herewith as Exhibit 2; and be it

FURTHER RESOLVED, That the City Council of the City of Tracy hereby approves the Subdivision Improvement Agreement between the City and Toll West, Inc. for Tracy Village Tract 4159 attached and incorporated herewith as Exhibit 3; and be it

FURTHER RESOLVED, That the City Council of the City of Tracy hereby approves the Subdivision Improvement Agreement between the City and Toll West, Inc. for Tracy Village Tract 4160 attached and incorporated herewith as Exhibit 4; and be it

FURTHER RESOLVED, That the City Council of the City of Tracy hereby approves the Subdivision Improvement Agreement between the City and Toll West, Inc. (Subdivider) for Tracy Village Tract 4161 attached and incorporated herewith as Exhibit 5; and be it

FURTHER RESOLVED, That the City Council of the City of Tracy hereby authorizes City Clerk to file each of the foregoing agreements attached and incorporated herewith as Exhibits 1, 2, 3, 4 and 5, with the Office of the San Joaquin County Recorder; and be it

FURTHER RESOLVED: That the City Council finds that, pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15162 and Public Resources Code Section 21166, no subsequent Environmental Impact Report (EIR) shall be prepared for the project because the project has a certified EIR and no substantial changes are proposed in the project that would require major revisions to the previous EIR; no substantial changes have occurred with respect to the circumstances under which the project will be undertaken that would require major revisions to the previous EIR; and no new information of substantial importance regarding significant effects, mitigation measures, or alternatives for this project has become known, which was not known at the time the previous EIR was certified as complete.

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

The foregoing Resolution 2023-_____ was passed and adopted by the Tracy City Council on the 19th day of December 2023, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of
the City of Tracy, California

Exhibit 1 – Tract 4157 Subdivision Improvement Agreement
Exhibit 2 – Tract 4158 Subdivision Improvement Agreement
Exhibit 3 – Tract 4159 Subdivision Improvement Agreement
Exhibit 4 – Tract 4160 Subdivision Improvement Agreement
Exhibit 5 – Tract 4161 Subdivision Improvement Agreement

Exhibit 1

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
Tracy Village Neighborhood 2A
Tract 4157

This **Subdivision Improvement Agreement** ("**Agreement**") is entered into between the City of Tracy, a municipal corporation ("**City**"), and **TOLL WEST INC.** which will do business in California as Toll Brothers West Inc., a Delaware corporation (hereinafter "Subdivider").

Recitals

A. Subdivider is currently the owner of the real property located at south side of Valpico Road and east of Corral Hollow Road ("**Property**"), and more particularly described in Exhibit "A", attached and incorporated herein by its reference.

B. On May 15, 2018, the Tracy City Council ("City Council") adopted the Tracy Village Specific Plan and approved various related land use entitlements including Application No. TSM17-0003 and approved by Resolution No. 2018- 087 (the "**Tentative Subdivision Map for Tracy Village, Tract No 3917**"). The project includes 590 single-family dwelling units and would include three man- made lakes totaling approximately 10 acres, along with a community recreation center with pool, spa and bocce courts, open space and trails/pathways. The project also includes the proposed annexation into the City of an additional 42 residential properties. The Tentative Subdivision Map is on file with the City Clerk and is incorporated herein by this reference.

C. The Tentative Map approval was subject to certain conditions of approval ("**Conditions**"). The Conditions are attached here as Exhibit "**B**" and incorporated by reference. Among other things, the Conditions describe improvements that are required for approval of a final map under the Subdivision Map Act, the City's 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), the Subdivider has submitted to the City the Final Subdivision Map ("**Final Map**") for Tract No. 4157 - Tracy Lakes Neighborhood 2A, consisting of 93 single family residential lots and other parcels to be owned by Homeowner's Association located on approximately 15.94 acres within the boundaries of the aforementioned 590 lot Tracy Village Project. Exhibit "C" shows the overall Tracy Village project area and the location of the Final Subdivision Map for Tract 4157 – Tracy Lakes Neighborhood 2A ("**Project**" or "**Project site**").

E. In accordance with the Conditions of Approval, the Subdivider has prepared, and the City Engineer has approved certain Improvement Plans and Specifications (which incorporate portions of the City's Standard Specifications) which describe in more detail the improvements that are required for approval of the Final Map. The Plans and Specifications are incorporated herein by reference. The approved "**Plans and Specifications**" includes: eighteen (18) sheets of improvement plans entitled "*Tracy Lakes – Phase 2A Improvement Plans Tract 4157*" prepared by CBG Civil Engineers, San Ramon, CA.; four (4) sheets of joint trench plans entitled "Joint Trench Composite Plan, Tracy Lakes Ph2, NBHD 2A – NB, prepared by Giacalone Design Services, Inc. Pleasanton, CA.; and forty-one (41) sheets of Streetscape plans entitled "Tracy Lakes Tract #3917 Entry & Loop Road – Phase 2 Landscape Improvement Plans" prepared by SMP Environmental Design of Dana Point, CA. The Improvement Plans, Joint Trench Plan and Street Light Plans are on file with the City Engineer under Tracking Number ENG 22-0046, and the Streetscape Improvement Plans are on file with the City Engineer under Tracking Number ENG 22-0047, all incorporated herein by reference.

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

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location**. Subdivider shall perform, or cause to be performed, the Work described in the Plans and Specifications and the Conditions ("Work"), to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at Subdivider'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. Subdivider 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).

   Subdivider shall perform all Work at the locations and grades shown on the Plans and Specifications. Subdivider (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 Subdivider'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. Work shall begin 60 days after the Effective Date of this Agreement, in compliance with the requirements in Section 2.1. Effective Date is defined as the date on which the City executes the Agreement. Subdivider 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 fifteen (15) days before the beginning of Work, Subdivider shall provide written notice to the City Engineer of the date on which Subdivider will begin Work. Subdivider shall not begin Work until after the notice required by this section is properly provided, and Subdivider 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, Subdivider shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Subdivider's prosecution of the Work.

2.3 **Completion of Work**. Subdivider shall complete all Work by no later than December 1, 2025 after Subdivider'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) Subdivider submits a written request for extension at least ten (10) days prior to the expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Subdivider pays all processing fees for such time extension.

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

3.1 **Faithful Performance** security in the amount of **$ 2,209,000.00** 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 **$ 2,209,000.00** to secure payment by Subdivider to laborers and materialmen under Government Code sections 66499.2, 66499.3, and 66499.4.

3.3 **Warranty** security in the amount of **$ 220,900.00** 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 **$ 21,000.00** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

4. **Indemnification**. Subdivider shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Subdivider or Subdivider'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 13, 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, Subdivider's obligations under this Section 4 are in addition to all other Subdivider's obligations set forth in this Agreement and shall not affect Subdivider's warranty obligations set forth in Section 13, below.

5. **Insurance**. Concurrently with the execution of this Agreement by Subdivider, and before beginning any Work, Subdivider 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**. Subdivider shall, throughout the duration of this Agreement, maintain insurance to cover Subdivider, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

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

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

5.6 **Endorsements**. Subdivider 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 Subdivider'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, Subdivider's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Subdivider's insurance and shall not contribute with it.

5.6.3 Subdivider 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**. Subdivider 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. Subdivider shall immediately obtain a replacement policy.

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

5.9 **Insurance Certificate**. Subdivider 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) calendar days before the policy expiration date of any insurance policy required by this Agreement, Subdivider shall provide a substitute certificate of insurance.

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

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

7. **Default**.

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

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

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

7.2.2 Subdivider abandons the Project site.

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

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

7.2.5 Subdivider violates any legal requirement related to the Work.

7.3 If Subdivider fails to cure the default within thirty (30) days, or provide adequate written assurance to the satisfaction of the City Engineer that the cure will be promptly 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 Subdivider 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 Subdivider complete performance of the Work.

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

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

9. **Repair of any Damage**. In the event and to the extent Subdivider or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Subdivider shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

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

Concurrently with Subdivider's execution of this Agreement and before the beginning of any Work, Subdivider 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, Subdivider shall pay all such costs and provide a report directly to the City.

11. **Subdivider's Authorized Representative**. At all times during the progress of the Work, Subdivider shall have a competent foreperson or superintendent (Superintendent) on site with authority to act on behalf of Subdivider. Subdivider 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. **Exhibit "C"** attached hereto includes the initial contact information referenced in this Section 11.

12. **Acceptance of Work**. Before the City Council's acceptance of the Work, Subdivider is solely responsible for maintaining the quality of the Work and maintaining safety at the Project site. Subdivider'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.

13. **Warranty Period**. Subdivider shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. 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

Subdivider under this Agreement, Subdivider shall be in default of this Agreement and shall without delay and without any cost to City repair, replace, or reconstruct any defective improvements.

14. **Notices**.

14.1 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:

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

Attn: City Engineer
notice@cityoftracy.org

To Subdivider:

Toll West Inc. dba in California as
Toll Brothers West Inc.,
a Delaware corporation

Attn: Steve Savage
6800 Koll Center Pkwy, Ste.320,
Pleasanton, CA, 94566

Tel: (925) 249-6032
Email: ssavage@tollbrothersinc.com

With a copy to

City Attorney's Office
333 Civic Center Plaza
Tracy, CA 95376

Attn: City Attorney
attorney@cityoftracy.org

With a copy to

Toll West Inc.
Attn: Yolanda Rodriguez
Chief Transactional Counsel
1140 Virginia Drive
Fort Washington, PA 19034

Tel: (215) 938-8216
Email: yrodriguez2@tollbrothers.com

14.2 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.

15. **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. Notwithstanding the foregoing, any changes requested or approved by, or consented to by the City during in-field inspections do not need to be made in writing provided that they are reflected on the as-builts.

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

17. **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.

18. **Assignment and Delegation**. This Agreement and any portion of it may not be assigned or transferred, nor shall any of Subdivider'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.

19. **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.

20. **Permits, Licenses, and Compliance with Law**. Subdivider shall, at Subdivider's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Before City signs the Agreement, Subdivider shall obtain a City of Tracy Business License. Subdivider shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

21. **Entire Agreement; Exhibits; Severability**. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

    A. Legal Description of Property (Recital A.)
    B. Conditions of Approval (Recital D.) – Tract 3917 COA
    C. Location Map
    D. Subdivider's Authorized Representative Information (Section 11.)

    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.

22. **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.

[SIGNATURES ON FOLLOWING PAGE]

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: Adrianne Richardson, City Clerk

Approved As To Form:

_____
By: Bijal M. Patel, City Attorney

Subdivider

Steve Savage

By: Steve Savage
Title: Vice President
Date: 12-6-23

Federal Employer Tax ID No.
83-3070946

ACKNOWLEDGMENT

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

State of California
County of Alameda)

On December 13, 2023 before me, Rosana Haydee Martinez Sedano, Notary Public
(insert name and title of the officer)

personally appeared Steve Savage,
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.

ROSANA HAYDEE
MARTINEZ SEDANO
Notary Public – California
Alameda County
Commission # 2404926
My Comm. Expires May 20, 2026

Signature _____ (Seal)

Exhibit "A"

LEGAL DESCRIPTION

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

PARCEL M, AS SHOWN ON THAT CERTAIN MAP ENTITLED, TRACT NO. 3917, TRACY VILLAGE NEIGHBORHOOD 5A, FILED FOR RECORD October 31, 2022 IN BOOK 44 OF MAPS AND PLATS, PAGE 50,
SAN JOAQUIN COUNTY RECORDS.

City of Tracy
Conditions of Approval

Tracy Village
Application Number (Tract 3917)
May 15, 2018

These Conditions of Approval shall apply to the real property described as the Tracy Village Development. The Tracy Village Development Project is proposed as a gated community consisting of 590 single-family detached residential homes, and would include three man-made lakes totaling approximately 10 acres, along with a community recreation center with pool, spa and bocce courts, open space and trails/pathways (Assessor's Parcel Number 244-040-01 and 244-030-01 and 02), located on the south side of Valpico Road, east of Corral Hollow Road. The project also includes the proposed annexation into the City of an additional 42 residential properties (Residential Annexation Area) fronting Corral Hollow Road and Valpico Road, and an adjoining drainage canal north of Valpico Road (Parcel Numbers 244-030-03 through 22 and 242-050-01 through 21, and 242-040-29).

The following definitions shall apply to these Conditions of Approval:

1. "Applicant" means any person, or other legal entity, defined as a "Developer."

2. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed engineer designated by the City Manager, or the Development Services Director, or the City Engineer to perform the duties set forth herein.

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 (also known as Urban Management Plan), the Tracy Municipal Code, ordinances, resolutions, policies, procedures, and the City's Design documents (the Streets and Utilities Standard Plans, Design Standards, Parks and Streetscape Standard Plans, Standard Specifications, and Manual of Storm Water Quality Control Standards for New Development and Redevelopment, and Relevant Public Facilities Master Plans).

4. "Conditions of Approval" shall mean the conditions of approval applicable to the Tracy Village Development project. The Conditions of Approval shall specifically include all Development Services Department, including Planning, Engineering, and Building Divisions, Finance Department, Fire Department, and Public Works conditions set forth herein.

5. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.

6. "Project" means the real property consisting of approximately 135 acres located on the south side of Valpico Road, east of Corral Hollow Road, Assessor's Parcel Number 244-040-01, and 244-030-01 and 02, and 42 residential properties fronting Corral Hollow Road and Valpico Road (Parcel Numbers 244-030-03 through 22 and 242-050-01 through 21 and 242-040-29).

7. "Property" means the real property generally located on the south side of Valpico Road, east of Corral Hollow Road, Assessor's Parcel Number 244-040-01, 244-030-01 and 02, and 42 residential properties fronting Corral Hollow Road and Valpico Road (Parcel Numbers 244-030-03 through 22 and 242-050-01 through 21, and 242-040-29).

8. "Subdivider" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. "Subdivider" also means Developer. The term "Developer" shall include all successors
in interest.

B. Planning Division Conditions of Approval:

1. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, *et seq.*), the Subdivision Map Act (Government Code sections 66410, *et seq.*), the California Environmental Quality Act (Public Resources Code sections 21000, *et seq.*, "CEQA"), and the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 15000, *et seq.*, "CEQA Guidelines").

2. Unless specifically modified by these Conditions of Approval, the Project shall comply with all City Regulations.

3. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all mitigation measures identified in the Tracy Village Development Project Environmental Impact Report dated April 11, 2018.

4. Pursuant to Government Code section 66020, including section 66020(d)(1), the City HEREBY NOTIFIES the Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) will begin on the date of the conditional approval of this Project. If the Developer fails to file a protest within this 90-day period, complying with all of the requirements of Government Code section 66020, the Developer will be legally barred from later challenging any such fees, dedications, reservations or other exactions.

5. Except as otherwise modified herein, all construction shall be consistent with the Vesting Tentative Subdivision Map received by the Development and Engineering Services Department on April 2, 2018 and as modified on the project site plan and Tracy Village Specific Plan dated March 2018.

6. Prior to the issuance of any building permits for the community buildings, the applicant shall provide a detailed landscape and irrigation plan consistent with City landscape and irrigation standards and the approved plan, including, but not limited to Tracy

Municipal Code Section 10.08.3560, the City's Design Goals and Standards, and the applicable Department of Water Resources Model Efficient Landscape Ordinance on private property, and the Parks and Parkways Design Manual for public property, to the satisfaction of the Development Services Director. Newly planted, on-site trees shall be a minimum size of 24-inch box and shrubs shall be a minimum size of five gallons.

7. No signs are approved as a part of this development application. Prior to the installation of any signs, the applicant shall submit a sign permit application and receive approval from the Development Services Director in accordance with City Regulations.

8. Prior to the issuance of any building permits, the developer shall document compliance with the City of Tracy Manual of Stormwater Quality Control Standards for New Development and Redevelopment (Manual) to the satisfaction of the Public Works Director, which includes the requirement for Site Design Control Measures, Source Control Measures and Treatment Control Measures under the guidelines in a project Stormwater Quality Control Plan (SWQCP). Compliance with the Manual includes, but is not limited to, addressing outdoor storage areas, trash enclosures, parking areas, any wash areas and maintenance areas. The SWQCP must conform to the content and format requirements indicated in Appendix D of the Manual and must be approved by the Public Works Director prior to issuance of grading or building permits. Stormwater treatment shall be consistent with the approved plans, subject to approval by the City's Utility Department.

9. The project shall comply with all applicable provisions of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan, including Incidental Take Minimization Measures applicable at the time of permit and a pre-construction survey prior to ground disturbance, to the satisfaction of San Joaquin Council of Governments.

10. The developer shall design and construct all buildings with fire sprinklers in accordance with City Regulations to the satisfaction of the Fire Marshal.

11. Development of the 42 residential properties (Residential Annexation Area) shall be governed by the following: The majority of the 42 lots are developed with detached single-family residences, and are served by private wells and septic systems. Connection to city water and sewer systems shall be voluntary, unless new residential development (building permits for new construction) is proposed by the property owners.

12. The project shall utilize the building elevations as shown in the Tracy Village Specific Plan for the Tracy Village residential community, consistent with requirements of the City Design Standards and Guidelines and the project Planned Unit Development provisions. The final design plans shall be subject to review and approval of the Development services Director prior to first building permit issuance.

13. All of the houses that border existing developed lots on the west, east and south sides of the Tracy Village project shall be limited to a single-story in height.

14. All common area lots and open spaces, including landscaping, shall be maintained by the Project homeowner's association (HOA). Final covenants, conditions and restrictions (CC&Rs) shall be submitted to the City for review and approval prior to their recordation. The CC&Rs shall be recorded prior to City issuance of a grading plan or improvement plans for the Project.

15. All proposed Emergency Vehicle Access (EVA) points connecting the project to public streets shall be built subject to Fire Department and Engineering Division approval, including with respect to width, loads, turn radius, and use of gates or other barriers.

16. All vents, gutters, downspouts, flashing, electrical conduit, and other wall-mounted or building-attached utilities shall be painted to match the color of the adjacent surface or otherwise designed in harmony with the building exterior to the satisfaction of the Development Services Director.

17. All ground-mounted equipment, including, but not limited to air conditioning units, water heaters, gas meter and utility boxes shall be screened form view from common areas with decorative walls, fences or landscaping, to the satisfaction of the Development Services Director.

18. Prior to final inspection or certificate of occupancy, all exterior and parking area lighting shall be directed downward or shielded, to prevent glare or spray of light into any adjacent properties, to the satisfaction of the Development Services Director.

19. All PG&E transformers, phone company boxes, Fire Department connections, backflow preventers, irrigation controllers, and other on-site utilities, shall be vaulted or screened from view from any public right-of-way, behind structures or landscaping, to the satisfaction of the Development Services Director.

20. Prior to the issuance of a building permit, the Developer shall submit detailed trash and recycling enclosure plans which include the following, to the satisfaction of the Development Services Director: the walls shall be of masonry construction, at least eight feet in height, include solid metal doors, a solid roof, and an interior perimeter concrete curb. The enclosures shall include exterior color and material compatible with adjacent or nearby building exteriors of the project.

21. Prior to the issuance of a building permit, the developer shall design a recycling program consistent with State Assembly Bill 341, to the satisfaction of the Public Works Director. The program shall include or have access to enclosures with adequate space for both refuse and recycling and shall be incorporated with the trash and recycling enclosures. Each enclosure shall have signs that clearly indicate refuse and recycling locations as well as prohibition of scavenging. The program shall include recycling options or elements at the pool area and other common areas for the residents.

22. The developer shall be required to pay all applicable City impact fees, including park fees. No fee credit shall be given for the developer private parks and facilities within the Tracy Village Development.

C. Finance Department Conditions of Approval

1. Prior to recording the Final Map, the applicant shall do one of the following, subject to the approval of the Finance Director:

a. CFD or other funding mechanism. The applicant shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that prior to the issuance of the first building permit, the applicant will form a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for funding the on-going operational costs of providing Police services, 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. 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 applicant shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that prior to the issuance of the first building permit, the applicant 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.

If the provisions for adequate funding of the on-going operational costs of providing Police services, Public Works services and other City services are met prior to issuance of the first building permit for the project, subject to the Finance Director's review and approval, the terms of this condition shall be considered to have been met and this condition shall become null and void.

D. Building Division Conditions of Approval

1. The developer shall demonstrate that the proposed residential buildings are designed and constructed in conformance with all applicable City and State Regulations to the satisfaction of the Chief Building Official, including but not limited to CalGreen Building Standards and Title 24-11A accessibility standards.

2. The developer shall demonstrate that all improvements, in-tract and offsite, required to serve the Project Site described by the final map and Vesting Tentative Subdivision Map are in accordance with the City Regulations. The Improvement Plans shall specifically include all the requirements specified below.
    a. The Improvement Plans shall consist of the Grading and Storm Drainage Plans, Irrigation and Landscaping Plans, Composite / Joint Utility Plans, In-tract Civil and Utility Plans, Street Lighting Plans, Sewer Plans, Water Distribution Plans, Fire Hydrant distribution Plans, Signing and Striping Plans, Masonry Wall Plans, and Storm Water Plans, Curb, Sidewalk, Gutter, Fire Department EVA road and additional associated features, Road profiles and construction details, Handicap Accessibility Plans and construction details in accordance with City of Tracy Standards and Regulations.
    b. Improvement plans shall also include Lake Construction plans to include but not limited to retaining walls, all applicable distribution features, piping, pumps, out-fall structures, inlets and connection to City storm water.
    c. All supporting engineering calculations, soils reports, material and technical specifications, and reports related to the design of the subdivision improvements, and as required by the City Engineer shall be provided. The engineering calculations shall include calculations for determining the size and capacity of sewer, water and storm drainage facilities.
3. No Temporary or Final Building Certificate of Occupancy will be issued by the City (excluding model homes) until after the Subdivider provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that the Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the improvements required in these Conditions of Approval.
4. All gates are to be accessible by the Fire Department in the case of an emergency, by means such as a Knox box, Knox padlock, Opticon sensors or other means to the satisfaction of the Fire Chief and Chief Building Official.
5. All hydrants, FDCs and DDCVs shall be provided with a minimum of three feet of clearance at all times. Therefore, landscaping shall be designed so that no adjacent plants can grow into and obscure these pieces of equipment.

E. Engineering Division Conditions of Approval

E.1. General Conditions

The Subdivider shall comply with the applicable requirements of the approved documents, technical analyses/ reports prepared for the Project listed as follows:

a) "Tracy Village Traffic Impact Impact Analysis", prepared by Kimley-Horn

Associates, dated March 14, 2018, and Memorandum titled "Tracy-Village – Tentative Map Review" prepared by Kimley-Horn Associates, dated February 12, 2018 and any subsequent amendments and updates (Collectively "Traffic Report").

b) "Tracy Village Water Distribution System Hydraulic Network Analysis", prepared by West Yost Associates, dated February 16, 2018, and any subsequent amendments and updates. ("Water Report")

c) Technical Memorandum by Storm Water Consulting, Inc., dated January 8, 2018, and any subsequent amendments and updates. ("Storm Drainage Report").

E.2. Grading Permit

The Subdivider shall submit all relevant documents related to grading permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

E.2.1. Grading and Drainage Plans prepared on a 24" x 36" size polyester film (mylar). Grading and Drainage Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil Engineer.

a) The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Building Official and Fire Code Official prior to submitting the mylars to Engineering Division for City Engineer's approval.

b) Prior to the issuance of Grading Permit for the Project, Subdivider shall submit improvement plans and secure approval of plans from the City's Building Division, for the design of on-site sewer improvements and the Project's sewer connection.

E.2.2. Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

E.2.3. Two (2) copies of the Project's Geo-technical /Soils Report prepared by Geo-technical Engineer.

E.2.4. Copy of recorded slope easements or construction/grading easements on adjacent properties (if applicable).

E.2.5. Three (3) sets of the Storm Water Pollution Prevention Plan (SWPPP) for the Project with a copy of the Notice of Intent (NOI) submitted to the State Water Quality Control Board (SWQCB) and any relevant documentation or written approvals from the SWQCB, including the Wastewater Discharge Identification Number (WDID#).

a. After the completion of the Project, the Subdivider is responsible for filing the Notice of Termination (NOT) required by SWQCB. The Subdivider shall provide the City with a copy of the completed Notice of Termination.

b. The cost of preparing the SWPPP, NOI and NOT, including the filing fee of the NOI and NOT, shall be paid by the Subdivider.

c. The Subdivider shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the applicable provisions of the City's Storm Water Management Program.

E.2.6. Two (2) sets of the Project's Geotechnical Report signed and stamped by a licensed Geotechnical Engineer licensed to practice in the State of California.

a. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, pavement design recommendations, and elevation of the highest observed groundwater level.

E.2.7. 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 Measure AQ-1 of the Mitigation Monitoring and Reporting Program of the Environmental Impact Report (EIR).

E.2.8. A copy of the approved Air Impact Assessment (AIA) with an Indirect Source Review (ISR) from San Joaquin Valley Air Pollution Control District (SJVAPCD).

E.2.9. Two (2) sets of Hydrologic and Storm Drainage Calculations for the design of the on-site storm drainage system and for determining the size of the project's storm drainage connection, as required in Conditions E.4.2.d and E.4.3.k, below.

E.3. Encroachment Permit – Subdivider shall submit all relevant documents related to encroachment permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

E.3.1. Improvement Plans prepared on a 24" x 36" size 4-mil thick polyester film (mylar), if necessary that incorporate all the requirements described in these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

a. The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Building Official and Fire Code Official prior to submitting the mylars to Engineering Division for City Engineer's approval.

E.3.2. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

E.3.3. Traffic Control Plan shall be prepared under the supervision of, signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California, as required in Condition E.4, below.

E.3.4. Tracy's Fire Official's signature on the Improvement Plans indicating their approval for the fire service connection and fire and emergency vehicle access for the Project.

E.3.5. Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement

Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA. The Subdivider's obligations in the OIA shall be deemed to be satisfied upon City Council's acceptance of the public improvements and release of the Improvement Security.

E.3.6. Check payment for the applicable of engineering review fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable fees as required by these Conditions of Approval. The engineering review fees will be calculated based on the fee rate adopted by the City Council on May 17, 2016, per Resolution 2016-094.

E.4. Improvement Plans - Improvement Plans shall contain the design, construction details and specifications of public improvements and all subdivision 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. The Improvement Plans shall be completed to comply with City Regulations, these Conditions of Approval, and the following requirements:

E.4.1. The Improvement Plans including the Grading and Drainage Plans prepared in accordance with the City's Subdivision Ordinance and Design Standards. The improvement plans for all improvements (onsite and off-site) required to serve the Project in accordance with the City Design Documents, and these Conditions of Approval.

a. The Improvement Plans shall be prepared in mylar with the standard title and signature block.

b. The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylar including signatures by the Chief Building Official and Fire Code Official or Fire Safety Officer, prior to submitting the mylars to Engineering Division for City Engineer's approval.

E.4.2. The improvement plans shall be prepared to specifically include, but not be limited to, the following items:

a. All existing and proposed utilities such as domestic water line, irrigation service, fire service line, storm drain, and sanitary sewer, including the size and location of the pipes.

b. All supporting engineering calculations, materials information or technical specifications, cost estimate, and technical reports.

c. Two (2) copies of the Project's Geotechnical /Soils Report, prepared or signed and stamped by a Geotechnical Engineer.

d. The Project's on-site drainage connections to City's storm drainage system and on-site storm water treatment as approved by the City Engineer. Improvement Plans to be submitted with the hydrology and storm drainage calculations for the sizing of the on-site storm drainage system.

e. Three (3) sets of the Project's Storm Water Pollution Prevention Plan (SWPPP), Best

Management Practices (BMPs) and a copy of the Notice of Intent (NOI) with the State-issued Wastewater Discharge Identification number (WDID#).

E.4.3. Grading and Storm Drainage Plans

Site Grading

a. Include all proposed erosion control methods and construction details to be employed and specify materials to be used.

b. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Geotechnical Engineer. A copy of the Project's Geotechnical Report must be submitted with the Grading and Storm Drainage Plans.

c. Site grading shall be designed such that the Project's storm water can gravity drain directly to an existing storm drain system with adequate capacity to drain storm water from the Project Site in the event that the on-site storm drainage system fails or is clogged. The storm drainage release point is recommended to be at least 0.70 foot lower than the building finish floor elevation and shall be improved to the satisfaction of the City Engineer.

d. When the grade differential between the Project Site and adjacent property(s) exceeds 12 inches, a reinforced or masonry block, or engineered retaining wall is required for retaining soil. The Grading Plan shall show construction detail(s) of the retaining wall or masonry wall. The entire retaining wall and footing shall be constructed within the Project Site. A structural calculation shall be submitted with the Grading and Storm Drainage Plans.

e. An engineered fill between the Project site and adjacent properties may be accepted as a substitute of a retaining wall, if the grade differential is less than 2 feet and subject to approval by the City Engineer. The Grading and Storm Drainage Plans must show the extent of the slope easement(s). The Subdivider shall be responsible for obtaining permission from owner(s) of the adjacent and affected property(s). The slope easement must be recorded, prior to the issuance of the final building certificate of occupancy.

Storm Drainage

f. The Subdivider shall design and install the Project's storm drainage connection(s) to the City's storm drain facilities per the City of Tracy Citywide Stormwater Master Plan and the "Storm Drainage Study" and as required by the City Engineer.

g. The Subdivider shall submit design calculations and obtain approval of improvement plans for the off-site storm drain line to connect to existing channel at Sycamore Parkway. The Subdivider shall execute Offsite Improvement Agreement prior to beginning of work. The Subdivider will be required to overlay half street section on Valpico Road along the full length of the storm drain line after completion of installation of the storm drain line.

h. All on-site SD facilities, lakes, channels and associated facilities including the proposed connection(s) to the City's public drainage facilities, shall be owned and maintained by the HOA.

i. The Subdivider shall provide a Stormwater Quality Control Plan (SWQCP) detailing the methods in which the development will address compliance with the applicable City's Multi-Agency Post-Construction Stormwater Standards Manual (Manual).

The proposed stormwater treatment within the lake system will be subject review and approval by the City. Prior to the issuance of the grading permit for the project, the SWQCP shall be approved by the City Engineer.

j. Prior to the final inspection of the first building to be constructed on the Property, the Subdivider shall submit a signed and notarized Stormwater Treatment Facilities Maintenance Agreement (STFMA) as a guarantee for the performance of Subdivider's responsibility towards the repair and maintenance of on-site storm water treatment facilities. Calculations related to the design and sizing of on-site storm water treatment facilities must be submitted with the STFMA and the Grading and Storm Drainage Plans.

E.4.4. Sanitary Sewer Facilities

a. The Subdivider shall design and install sanitary sewer facilities including the Project's sewer connection in accordance with City Regulations and utility improvement plans approved by the City Engineer.

b. The Subdivider shall build and dedicate, to the satisfaction of the City Engineer, public sewer mains, manholes and associated improvements required to serve the entire subdivision. All public infrastructure shall be located in the private subdivision roadways. The Subdivider shall provide easements, to the satisfaction of the City Engineer, across the entire road plus 5 feet on either side as measured from the back of curb. Repair and maintenance of all sewer lines outside of easements which includes (but it not limited to) laterals and appurtenances shall be a private maintenance obligation either from the fronting property owner, HOA, or another City approved maintenance entity.

c. In the event the permanent sewer main in Corral Hollow Road and downstream improvements required to provide permanent capacity for the Project have not been constructed (by others) at the time of request for first building permit within the Project, the Subdivider shall complete the design and install master plan facilities within Corral Hollow Road from the Project to Node 4W-1 as shown in Figure 5-1 of Tracy Wastewater Master Plan.

d. Interim capacity in the existing sewer main north of Node 4W-1 may be temporarily available and the Project may be permitted to utilize existing capacity in the system north of Node 4W-1 subject to verification of availability of capacity in the existing facilities by completion of a technical analysis by City's Consultant ("Interim Sewer Capacity Analysis"). The cost of the Interim Sewer Capacity Analysis shall be funded by the Subdivider, and shall be completed prior to issuance of first building permit. If the Interim Sewer Capacity Analysis indicates that there is no capacity available for the Project, the Subdivider shall design and construct master plan facilities to provide additional capacity per the Wastewater Master Plan.

e. The Subdivider shall design and install wastewater services to existing homes on the north side of Valpico Road as part of the Offsite Improvements. The subdivider will be eligible for fee credits for the cost of installation of the water services.

f. In order to facilitate installation of wastewater service connections to existing homes fronting Corral Hollow Road as part of City's CIP project, a funding requirement in the amount of $100,000 has been identified. The Subdivider shall pay to the City the amount specified above within 30 days from written request from the City Engineer. City will identify funding source for reimbursement of the amount to the Subdivider, and enter into a Reimbursement Agreement prior to payment by the Subdivider.

g. The Subdivider is hereby notified that the City has limited wastewater treatment capacity in the City's Wastewater Treatment Plant until current and future expansion capital improvement projects are completed and operational. As of January 2017, the City had an unused capacity of approximately 1851 EDU's within its wastewater treatment plant available to new development within the City on a first come-first served basis. These EDU's are currently available to serve the proposed project, but as other development projects within the City come forward and building permits are issued, this remaining capacity will be reduced.

E.4.5. Water Distribution System

a. Water line sizing, layout and looping requirements for this Project shall comply with recommendations of the analysis by the City's Water Consultant.

b. If development of the Project is phased (e.g., the north part of the Project is developed as Phase 1 and the south part of the Project is developed as Phase 2), both connections to the City's existing potable water system (at Valpico Road and at Middlefield Drive), should be constructed with the first phase of development to provide for water supply redundancy and ensure adequate fire flow availability under all phases of Project development.

c. All water connections that are bigger than 2 inches in diameter shall be Ductile Iron Pipe (DIP).

d. During the construction of the Project, the Subdivider is responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the City of Tracy Fire Code Official.

e. All costs associated with the installation of the Project's permanent water connection(s) as identified in the Water Study including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings, replacing traffic detecting loops, conduits, and wires, relocating existing utilities that may be in conflict with the water connection(s), and other improvements shall be paid by the Subdivider.

f. Subdivider shall obtain an account for the water service to the Project and register the water meter with the Finance Department. Subdivider shall prepare and submit a map depicting the location of the water meter(s) to Finance Department.

g. If water main shut down is necessary, the City will allow a maximum of 4-hour water supply shutdown. The Subdivider shall be responsible for notifying residents or business owner(s), regarding the water main shutdown. The written notice, as approved by the City

Engineer, shall be delivered to the affected residents or business owner(s) at least 72 hours before the water main shutdown. Prior to starting the work described in this section, the Subdivider shall submit a Water Shutdown Plan and Traffic Control Plan to be used during the installation of the offsite water mains.

h. The Subdivider shall design and install domestic water service connections, including remote-read water meter (the water meter to be located within City's easement) in accordance with City Regulations.

i. The Subdivider shall build and dedicate, to the satisfaction of the City Engineer, public water mains, valves, fittings, fire hydrants and associated improvements required to serve the entire subdivision. All public infrastructure shall be located in the private subdivision roadways. The Subdivider shall provide easements, to the satisfaction of the City Engineer, across the entire road plus 5 feet on either side as measured from the back of curb to maintain the valves, fitting, fire hydrants and other associated improvements. Repair and maintenance of all water lines outside of easements which includes (but it not limited to) laterals, meters and appurtenances shall be a private maintenance obligation either from the fronting property owner, HOA, or another City approved maintenance entity.

j. The Subdivider shall design and install fire hydrants at the locations approved by the City's Fire Safety Officer and Chief Building Official. Prior to the approval of the Improvement Plans, the Subdivider shall obtain written approval from the City's Fire Safety Officer and Chief Building Official, for the design, location and construction details of the fire service connection to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.

k. The Subdivider shall design and install water services to existing homes on the north side of Valpico Road as part of the Offsite Improvements. The Subdivider will be eligible for fee credits for the cost of installation of the water services.

l. In order to facilitate installation of water service connections to existing homes fronting Corral Hollow Road as part of City's CIP project, a funding requirement in the amount of $100,000 has been identified. The Subdivider shall pay to the City the amount specified above within 30 days from written request from the City Engineer. City will identify funding source for reimbursement of the amount to the Subdivider, and enter into a Reimbursement Agreement prior to payment by the Subdivider.

m. Recycled Water

On-site Recycled Water is proposed to fill and maintain the water levels in the proposed project's lakes. On-site and off-site recycled water lines shall be designed per City Standards and applicable Regulations. The Subdivider shall install Recycled Water main in Valpico Road with construction of required roadway improvements on Valpico Road.

City will be installing Recycled Water facilities from the Wastewater Treatment Plant upto the intersection of Lammers Road and Old Schulte Road. Prior to final inspection of 150th home excluding model homes, the Subdivider shall complete installation of Recycled Water facilities from the Project to the intersection of Lammers Road and Old Schulte Road to connect

to Recycled Water line, if City's project has installed the Recycled Water Mains from the WWTP upto this junction.

If City's Recycled Water facilities are not completed, or are partially completed prior to final inspection of 150th home excluding model homes, the Subdivider shall construct needed facilities to extend Recycled Water facilities to connect the Project to Recycled Water lines. If no Recycled Water facilities are available to connect, the Subdivider shall demonstrate that City's domestic water supplies and water network are adequate to provide water to the Project and lakes. In such event, City's consultant will prepare a report with recommendations for any improvements to the City's water system or other means of addressing the additional demand on City's domestic water system. The Subdivider shall be responsible for costs of full compliance with the recommendations.

If the Subdivider installs Recycled Water Facilities that are funded by the Development Impact Fees or other sources, the Subdivider will be eligible to request fee credits and/or reimbursements pursuant to Tracy Municipal Code.

E.4.6. Utility Easements

a. Utilities within private streets shall be located within utility easements dedicated to the City, and shall be subject to review and approval by the City Engineer. Proposed Maintenance access roads or curb cuts shall be reviewed and approved by the City Engineer.

b. The Subdivider shall coordinate with local service providers and dedicate necessary Public Utility Easements (PUE) along the Project's frontage on Valpico Road and within the Project for Joint Trench Utilities to serve the Project.

E.4.7 Street Improvements:

a) Right of Way on Valpico Road Per the Citywide Roadway & Transportation Master Plan (CRTMP) that was adopted by the City Council on November 26, 2012, pursuant to Resolution 2012-240, Valpico Road will be a 4-lane major arterial street with a minimum right-of-way of 99 feet. The street section proposed consists of 102' wide right-of-way.

The Subdivider shall dedicate 47 feet right-of-way from the existing right-of-way line of Valpico Road towards the Property along the entire frontage of the Property on Valpico Road, for the construction of Valpico Road Frontage Improvements. The Subdivider shall dedicate the right-of-way on Final Map, or execute a Grant Deed to convey the land in fee title and submit legal description and plat map that describes the area to be dedicated, prior to the issuance of the Grading Permit. The cost of preparing the legal description and plat map will be the sole responsibility of the Subdivider.

Subdivider shall acquire right-of-way required on the north side of Valpico Road (County parcels) to install the roadway and sidewalk improvements including undergrounding of overhead utilities. City may assist Subdivider in acquisition of the right-of-way. Cost of acquisition of right-of-way shall be reimbursable to the Subdivider from the program fees as determined by the City Engineer.

Subdivider will be eligible to request fee credits and/or reimbursements for the cost of right-of-way in excess of Subdivider's obligation as defined in Traffic Master Plan and pursuant to Tracy Municipal Code requirements.

The City will assume responsibility to maintain the public improvements and accept the offer of dedication for right-of-way on Valpico Road after the City Council accepts the public improvements.

b) Frontage Improvements on Valpico Road – The Subdivider shall design and construct all roadway improvements on Valpico Road that are necessary to provide safe and functional access(s) to the Project for each phase and at Project's build-out condition, as described by the Traffic Report, and as required by the Conditions of Approval.

(i) The Frontage Improvements involve the widening of the south side of Valpico Road along the frontage of the Project and pavement transitions on both sides on Valpico Road and other improvements which include but not limited to, the installation of new asphalt concrete pavement, concrete curb, gutter, sidewalk, Class I bike lane, handicap ramp(s), crosswalk, bus shelter with turnout and associated improvements, parkway landscaping improvements with automatic irrigation system, storm drainage, catch basin/ drop inlet, fire hydrant, domestic, irrigation and fire services, street lights traffic sign(s), pavement marking and striping along the entire frontage on Valpico Road, and other improvements such as barricades, signing, and striping that are necessary to provide a safe transition to and from existing roadway section of Valpico Road (Frontage Improvements).

(ii) The roadway improvements shall also include the installation of a traffic signal at the Main Entry Street at Valpico Road. The intersection improvements will include but not limited to, traffic detection loops, pull boxes, conduits and wires, audible pedestrian warning, electronic sign, crosswalk, pavement legends and markings, lane markings, traffic signs, and other improvements as determined by the City Engineer that are deemed to be necessary to have a safe and functional traffic signal. The traffic signal is not included in funded improvements in City's fee program, and hence costs of design, acquisition of right-of-way (if required) and installation of the traffic signal is not eligible for fee credits or reimbursements.

(iii) The sidewalk along the frontage of the project shall be extended east of the Project boundary to connect to the existing sidewalk. Cost of acquiring right-of-way or easements and installation of the sidewalk shall be the responsibility of the Subdivider.

(iv) Subdivider shall design and install improvements on Valpico Road west of the Project to provide safe transitions to existing improvements. Subdivider shall acquire needed right-of-way on both sides of Valpico Road. Scope of roadway improvements shall be as determined by the City Engineer during the review of the improvement plans for the Project.

(v) Subdivider will be eligible to request fee credits and/or reimbursements for the cost of design and construction of improvements on Valpico Road that are in excess of Subdivider's obligation as defined in Traffic Master Plan and pursuant to Tracy Municipal Code requirements.

(vi) The Subdivider may request formation of a benefit district for recovering cost of right-of-way and construction of improvements beyond the Subdivider's frontage responsibility and not

included in City's fee program. The City will collect administrative fee, formation cost, and program management fees for forming, administering, and managing the benefit district. The Subdivider is responsible for submitting all documents such as materials receipts, payroll, equipment rental and others to show actual construction cost or expenses incurred or to support claim for reimbursement.

(vii) Improvement plans to be prepared for Valpico Road improvements shall include transition paving, widening, striping and signage, modification or removal of the existing guard rail (if required) to the east of the Project to conform to existing 4-lane street section in compliance with applicable standards to ensure safe transition for eastbound and westbound traffic on Valpico Road. The improvement plans shall also include transition paving, widening, striping and signage, modification or removal of the existing private improvements, relocation of existing overhead utility poles (if required) to the west of the Project to conform to existing street section in compliance with applicable standards to ensure safe transition for eastbound and westbound traffic on Valpico Road. The improvements shall be as approved by the City Engineer.

(viii) City has approved improvement plans to construct improvements on Corral Hollow Road to widen the street section to 4-lane configuration. The improvements on Valpico Road to be installed with the Project shall match the improvements per the approved improvement plans for Corral Hollow Road Improvements project at the intersection of Corral Hollow Road and Valpico Road. If the improvements at the intersection of Corral Hollow Road and Valpico Road are completed by the City at the time of construction of Valpico Road improvements by the Subdivider, the Subdivider shall design and construct improvements on Valpico Road to match the intersection improvements.

(ix) The construction details and specifications of bus turnout and bus shelter on Valpico Road shall be submitted for City's review at the time of review of Offsite Improvement Plans. The cost of the bus shelters and turnout and associated improvements are to be paid by the Subdivider without any reimbursement from the City.

(x) The Subdivider shall dedicate an easement for maintenance of traffic signal loops within Entry Street 1 on the Final Map, or execute a Grant Of Easement to the City, and submit legal description and plat map that describes the easement area.

(xi) Any travel lane(s) or left-turn and right-turn lane(s) and traffic signal at Entry Street 1 are considered to be site specific offsite improvements and they are Subdivider's responsibility to design and construct without any fee credits or reimbursements.

(xii) Prior to the issuance of a Building Permit for the project, the Subdivider shall dedicate a Public Utility Easement (PUE) along the full frontage of the Project on Valpico Road.

(xiii) CMU wall that is proposed to be constructed along the frontage of the project shall be located behind the right-of-way on Valpico Road. Maintenance of the wall, monument and decorative pavement at Entry Street 1 shall be the responsibility of the HOA.

c. Roadway Improvements on North side of Valpico Road- The Subdivider shall design and construct all roadway improvements on north side Valpico Road per the Valpico Road Typical

section shown on the Tentative Map and City Standards.

(i) Improvement plans to be prepared for Valpico Road improvements shall include improvements required to construct 4-lane arterial section with 5' wide Class II bike lane, curb and gutter, 5' wide sidewalk and improvements behind the sidewalk within the 3' setback to the right-of-way on the north side of Valpico Road. The improvement plans shall also include modification or removal of the existing private improvements as required to construct improvements and undergrounding of existing overhead utility poles in compliance with applicable standards. The improvement plans shall show modifications of driveways, landscape, fences, walls, mailboxes and other structures that may be impacted with the construction of the improvements.

The Subdivider shall coordinate modifications with property owners to minimize impacts to the parcels. City may require preparation of detailed exhibits for each of the parcels to provide necessary information to the owners.

d. All roadway improvements described in these Conditions of Approval must be designed and constructed by the Subdivider to meet the applicable requirements of the latest edition of the California Department of Transportation Highway Design Manual (HDM) and the California Manual of Uniform Traffic Control Devices (MUTCD), all applicable City Regulations, and these Conditions of Approval.

The Subdivider may complete the construction of improvements on Valpico Road in two phases:

First phase consisting of design and construction of Frontage Improvements on the south side of Valpico Road, four traffic lanes (two lanes for eastbound and two lanes for westbound traffic) with interim asphalt curb on the north side of Valpico Road, and installation of the traffic signal shall be completed by the Subdivider prior to issuance of 100th building permit within the Property.

Second phase consisting of removal of interim improvements, undergrounding of overhead utilities and sidewalk on the northside of Valpico Road shall be completed by the Subdivider prior to issuance of 200th building permit within the Property.

e. The Subdivider shall be responsible for any repairs or reconstruction of street pavement, curb, gutter and sidewalk and other public improvements on Valpico Road, if determined by the City Engineer to be in poor condition or damaged by construction activities related to the Project.

f. If the Subdivider completes the construction of roadway improvements on Valpico Road as described in these Conditions of Approval that are beyond the frontage responsibility of the Project, the Subdivider may be entitled to fee credits and/or reimbursement for the program portion of the roadway improvements on Valpico Road in accordance with the OIA and Title 13 of the Tracy Municipal Code. The amount of fee credit and/or reimbursement shall be determined during the review of improvement plans.

E.4.8. Project Access and Traffic Circulation

a. Design and construction of all streets and Entry Street 1 and 2 shall comply with the findings of the Traffic Analysis by Kimley-Horn Associates, and applicable City Standards.

b. The Subdivider shall construct complete street improvements for the Private internal streets and alleys as generally shown in the Tentative Map Tract No. 3917. Subdivider shall comply with the requirements of Fire Department and Public Works Department for access and design of structural pavement for Maintenance Access roads and Fire Lane access Roads within the Development. Improvement Plans shall be submitted to Engineering Division for review and approval by the City Engineer.

i) Private Streets and alleys will be maintained by the HOA.

ii) The Subdivider shall prepare a Signing and Striping Plan for the on-site private streets and alleys. The Signing and Striping Plan shall include all stop bars, stop legends, stop signs, right-turn or left turn arrows, centerline stripes, traffic control signage, etc. as necessary for internal traffic circulation.

iii) Striping and signage for on-street parking on the internal private streets and for designated parking lots for resident, guest, employees, and visitor parking shall comply with City's standards for Off Street Parking.

iv) The Subdivider shall submit detailed plans for Parcel L, Pedestrian Access to Corral Hollow Road. The improvements proposed within Parcel L shall be submitted for review and approval by City Engineer, Public Works Director and Police Chief.

E.4.9. Irrigation and Landscaping Plans

a. All parkway landscaping improvements along the frontage of the Property on Valpico Road shall be designed and constructed in accordance with City Regulations and completed as part of the Valpico Road Frontage Improvements. Design and construction details of these improvements shall be included in the Irrigation and Landscaping Plans. Parkway landscaping shall be maintained by the HOA as part of the Long-Term Maintenance Agreement between the City and Subdivider or HOA. The parkway landscape planting and irrigation system shall be separate from the onsite landscaping plan, including a separate irrigation meter, irrigation main(s), and irrigation controller(s). Parkway landscape improvements shall conform to City standards.

b. The Subdivider shall design and install public and private improvements, including street trees, monument signs, decorative fences and walls, and other improvements at locations that shall meet requirements related to horizontal sight distance.

E.4.10. Undergrounding of Overhead Existing Overhead Utilities

a. The Subdivider shall design and underground existing utilities on the north side of Valpico Road across from the Project as part of the Frontage Improvements. The Subdivider shall coordinate design and installation of underground utilities with the utility companies and the property owners. Undergrounding of services to the existing homes shall be completed with the undergrounding. City will provide assistance in seeking cooperation of the property owners in

undergrounding of services to homes. The Subdivider shall acquire easements if required to install the underground utilities. If the Subdivider is unable to acquire the necessary easements, City may extend its power of eminent domain subject approval of the City Council.

b. Pursuant to Tracy Municipal Code, Subdivider is responsible for 50% of the cost of undergrounding of overhead utilities on the north side of Valpico Road. City may reimburse the Subdivider for costs in excess of Subdivider's obligation towards the cost of undergrounding subject to availability of funds. At the time of approval of this Development Application, City has not identified funding sources for reimbursement. City will continue its evaluation of funding sources including Rule 20-A funding.

E.4.11. Offsite Improvement Agreement

a. Prior to starting any work on Valpico Road Frontage Improvements, the Subdivider shall sign an improvement agreement (Offsite Improvement Agreement or OIA) and post improvement security in accordance with Section 12.36.080 of the TMC, to guarantee completion of the public improvements. The OIA requires approval from the City Council.

E.4.12. Traffic Impact Mitigations

a. All Applicable traffic impact mitigations identified in the Environmental Impact Report shall be complied with.

E.4.13. Traffic Control Plan - Prior to starting the work, the Subdivider shall submit a Traffic Control Plan, to show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California.

E.4.14. Joint Utility Trench Plans – The Subdivider shall prepare joint trench plans in compliance with utility companies' requirements and City regulations, and obtain approval of the plans. All private utility services to serve Project, including electric, telephone and cable TV to the building must be installed underground, and to be installed at the location approved by the respective owner(s) of the utilities.

a. The Subdivider shall submit Joint Utility Trench Plans for the installation of electric, gas, telephone and TV cable main and service lines that are necessary to be installed to serve the Project. These utilities shall be installed within the Public Utility Easement (PUE) that will be offered for dedication to the City. The Subdivider shall coordinate, as feasible, with the respective owner(s) of the utilities for the design of these underground utilities to ensure they can be installed within the PUE to the extent feasible (and except in the event, that additional space beyond the PUE is required, as determined by the utilities owner(s)).

b. The Subdivider shall verify with the respective utility owner(s) if they will allow the installation of private landscaping within the public utility easement. Subdivider shall provide the utilities' owner(s) written notification and receive permission to construct the improvements, prior to the approval of the building permit.

E.5. Building Permit - No building permit will be approved by the City until the Subdivider

demonstrates, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

E.5.1. Payment of the Master Plan Fees for Citywide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park adopted by the City Council on January 7, 2014, per Resolution 2014-010.

E.5.2. Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC, and these Conditions of Approval.

E.5.3. Payment of the Agricultural Conversion or Mitigation Fee as required in Chapter 13.28 of the TMC, and these Conditions of Approval.

E.5.4. Payment of the Regional Transportation Impact Fees (RTIF) as required in Chapter 13.32 of the TMC, and these Conditions of Approval.

E.6. Acceptance of Public Improvements - Public improvements will not be accepted by the City Council until after the Subdivider completes construction of the relevant public improvements, and also demonstrates to the City Engineer satisfactory completion of the following:

E.6.1. Correction of all items listed in the deficiency report prepared by the assigned Engineering Inspector relating to public improvements subject to City Council's acceptance.

E.6.2. 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.

E.6.3. Reasonable written permission from irrigation district or affected owner(s), if applicable, as required in Condition E.10.3, below. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.

E.7. Temporary or Final Building Certificate of Occupancy or Final Building Inspection - No Temporary or Final Building Certificate of Occupancy will be issued by the City until after the Subdivider provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that:

E.7.1. The Subdivider has satisfied all applicable requirements set forth in Condition E.6, above.

E.7.2. The Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the improvements required in these Conditions of Approval. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the 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).

E.7.3. Unless dedicated on the Final Map, signed and notarized Grant Deed with the legal description and plat map that describes the area to be dedicated to the City, for the construction of Valpico Road Improvements.

E.7.4. Unless dedicated on the Final Map, signed and notarized Grant of Public Access Easements, Emergency Vehicle Access Easements, and Utility Easements with legal description and plat maps as applicable.

E.8. Improvement Security – The Subdivider shall provide improvement security for all public facilities, as required by the OIA and these Conditions of Approval. The form of the improvement security may be a surety bond, letter of credit or other form in accordance with section 12.36.080 of the TMC. The amount of improvement security shall be as follows:

E.8.1. Faithful Performance (100% of the estimated cost of constructing the public facilities),

E.8.2. Labor & Materials (100% of the estimated cost of constructing the public facilities), and

E.8.3. Warranty (10% of the estimated cost of constructing the public facilities)

E.9. Release of Improvement Security - Improvement Security(s) described herein shall be released to the Subdivider after City Council's acceptance of public improvements, and after the Subdivider demonstrates, to the satisfaction of the City Engineer, compliance of these Conditions of Approval, and completion of the following:

E.9.1. Improvement Security for Faithful Performance, Labor & Materials, and Warranty shall be released to the Subdivider in accordance with Section 12.36.080 of the TMC.

E.9.2. Written request from the Subdivider and a copy of the recorded Notice of Completion.

E.10. Special Conditions

E.10.1. All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with City Regulations, and City's Design documents including the City's Facilities Master Plan for storm drainage, roadway, wastewater and water adopted by the City, or as otherwise specifically approved by the City.

E.10.2. 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. The Subdivider shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit.

E.10.3. The Subdivider shall abandon or remove all existing irrigation structures, channels and pipes, if any, as directed by the City after coordination with the irrigation district, if the facilities are no longer required for irrigation purposes. If irrigation facilities including tile drains, if any,

are required to remain to serve existing adjacent agricultural uses, the Subdivider will design, coordinate and construct required modifications to the facilities to the satisfaction of the affected agency and the City. Written permission from irrigation district or affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.

E.10.4. Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or another public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the Grading Permit, Encroachment Permit, Building Permit, Improvement Plans, and OIA, if the City Engineer finds it necessary due to public health and safety reasons, and it is in the best interest of the City. The 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.

F. Fire Department Conditions of Approval

1. Prior to occupancy of any structures, monitored NFPA 13-R automatic sprinkler and smoke alarm systems must be installed.
2. Trees planted along fire apparatus access roads or alleys shall be maintained/pruned to provide the minimum 13.5 feet of clear vertical height or the variety provided shall be the type which will not naturally encroach into this right-of-way for emergency vehicle access.
3. Any cul-de-sac bulb that cannot accommodate fire truck turning with on-street parking shall be striped and signed "no parking" to the satisfaction of the Fire Chief.
4. All alleys shall be signed and striped "no parking" to ensure a 20-foot clear travel way at all times for emergency vehicle access.

G. Public Works Conditions of Approval

1. The City requires that the Tracy Village Development project homeowners association (HOA) provide for maintenance of all landscape areas within the project boundaries, and shall join a Community Facilities district (CFD) for landscape maintenance adjacent to the project within the City's right-of-way along both Corral Hollow and Valpico Roads. While required to join the CFD, it will be kept in a "dormant" status for the private streets landscape maintenance and only activated if the HOA does not provide for maintenance as needed. Landscape maintenance on each privately owned lot will be the responsibility of the individual homeowners.

2. Landscaping shall be provided consistent with standard details of the City Master Plans.

3. The developer shall coordinate with the City's trash collector (currently Tracy Delta disposal) to allow for access through the entry gates, and shall either plan for manual collection on the alley-loaded lots, or ensure that the toters are located for pick-up by the trucks on the right hand side only.

Exhibit "C"
Location Map

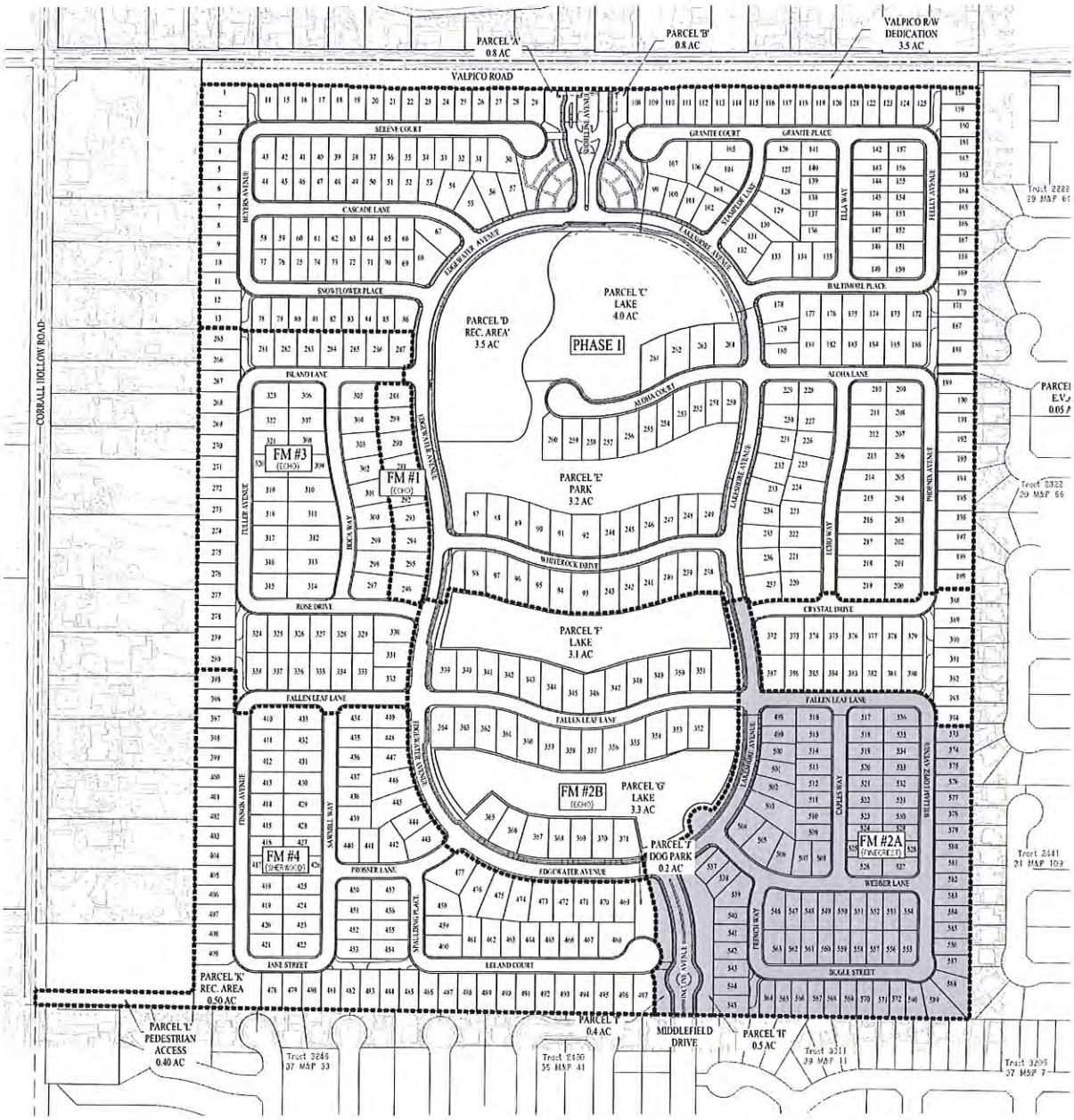

EXHIBIT "D"
PAGE 1 OF 1

Name of Person	Company Name	Telephone Number
Steve Savage	Toll Brothers	(925) 249-6032
Gordon Zanin	CBG Civil Engineers	(925) 866-0322

Remainder of the Page Intentionally Left Blank

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
Tracy Village Neighborhood 2B
Tract 4158

This Subdivision Improvement Agreement ("**Agreement**") is entered into between the City of Tracy, a municipal corporation ("**City**"), and **TOLL WEST INC.** which will do business in California as Toll Brothers West Inc., a Delaware corporation (hereinafter "Subdivider").

Recitals

A. Subdivider is currently the owner of the real property located at south side of Valpico Road and east of Corral Hollow Road ("**Property**"), and more particularly described in **Exhibit "A"**, attached and incorporated herein by its reference.

B. On May 15, 2018, the Tracy City Council ("***City Council***") adopted the Tracy Village Specific Plan and approved various related land use entitlements including Application No. TSM17-0003 and approved by Resolution No. 2018-087 (the "***Tentative Subdivision Map for Tracy Village, Tract No 3917***"). The project includes 590 single-family dwelling units and would include three manmade lakes totaling approximately 10 acres, along with a community recreation center with pool, spa and bocce courts, open space and trails/pathways. The project also includes the proposed annexation into the City of an additional 42 residential properties. The Tentative Subdivision Map is on file with the City Clerk and is incorporated herein by this reference.

C. The Tentative Map approval was subject to certain conditions of approval ("**Conditions**"). The Conditions are attached here as **Exhibit "B"** and incorporated by reference. Among other things, the Conditions describe improvements that are required for approval of a final map under the Subdivision Map Act, the City's 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), the Subdivider has submitted to the City the Final Subdivision Map ("**Final Map**") for Tract No. 4158 - Tracy Lakes Neighborhood 2B, consisting of 33 single family residential lots and other parcels to be owned by Homeowner's Association located on approximately 14.87 acres within the boundaries of the aforementioned 590 lot Tracy Village Project. Exhibit "C" shows the overall Tracy Village project area and the location of the Final Subdivision Map for Tract 4158 – Tracy Lakes Neighborhood 2B ("Project" or "Project site").n Map Act, the City's Subdivision Ordinance, and applicable City Standards.

E. In accordance with the Conditions of Approval, the Subdivider has prepared, and the City Engineer has approved certain Improvement Plans and Specifications (which incorporate portions of the City's Standard Specifications) which describe in more detail the improvements that are required for approval of the Final Map. The Plans and Specifications are incorporated herein by reference. The approved "Plans and Specifications" includes: fourteen (14) sheets of improvement plans entitled "***Tracy Lakes – Phase 2B Improvement Plans Tracts 4158&4159***" prepared by CBG Civil Engineers, San Ramon, CA.; four (4) sheets of joint trench plans entitled "Joint Trench Composite Plan, Tracy Lakes Echo 1, Tract 4158, prepared by Giacalone Design Services, Inc. Pleasanton, CA.; and forty-one (41) sheets of Streetscape plans entitled "Tracy Lakes Tract #3917 Entry & Loop Road – Phase 2 Landscape Improvement Plans" prepared by SMP Environmental Design of Dana Point, CA. The Improvement Plans, Joint Trench Plan and Street Light Plans are on file with the City Engineer under Tracking Number ENG 23-0004, and the Streetscape Improvement Plans are on file with the City Engineer under Tracking Number ENG 22-0047, all incorporated herein by reference.

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

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location.** Subdivider shall perform, or cause to be performed, the Work described in the Plans and Specifications and the Conditions ("**Work**"), to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at Subdivider'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. Subdivider 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).

   Subdivider shall perform all Work at the locations and grades shown on the Plans and Specifications. Subdivider (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 Subdivider'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. Work shall begin 60 days after the Effective Date of this Agreement, in compliance with the requirements in Section 2.1. Effective Date is defined as the date on which the City executes the Agreement. Subdivider 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 fifteen (15) days before the beginning of Work, Subdivider shall provide written notice to the City Engineer of the date on which Subdivider will begin Work. Subdivider shall not begin Work until after the notice required by this section is properly provided, and Subdivider 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, Subdivider shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Subdivider's prosecution of the Work.

   2.3 **Completion of Work.** Subdivider shall complete all Work by no later December 1, 2025 after Subdivider'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) Subdivider submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing

satisfactorily and an extension is warranted, and (c) Subdivider pays all processing fees for such time extension.

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

   3.1 **Faithful Performance** security in the amount of **$1,276,000.00** 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 **$1,276,000.00** to secure payment by Subdivider to laborers and materialmen under Government Code sections 66499.2, 66499.3, and 66499.4.

   3.3 **Warranty** security in the amount of **$127,600.00** 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 **$7,500.00** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

4. **Indemnification.** Subdivider shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Subdivider or Subdivider'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 13, 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, Subdivider's obligations under this Section 4 are in addition to all other Subdivider's obligations set forth in this Agreement and shall not affect Subdivider's warranty obligations set forth in Section 13, below.

5. **Insurance.** Concurrently with the execution of this Agreement by Subdivider, and before beginning any Work, Subdivider 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.** Subdivider shall, throughout the duration of this Agreement, maintain insurance to cover Subdivider, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

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

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

5.6 **Endorsements.** Subdivider 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 Subdivider'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, Subdivider's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Subdivider's insurance and shall not contribute with it.

5.6.3 Subdivider 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.** Subdivider 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. Subdivider shall immediately obtain a replacement policy.

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

5.9 **Insurance Certificate.** Subdivider 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) calendar days before the policy expiration date of any insurance policy required by this Agreement, Subdivider shall provide a substitute certificate of insurance.

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

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

7. **Default.**

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

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

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

7.2.2 Subdivider abandons the Project site.

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

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

7.2.5 Subdivider violates any legal requirement related to the Work.

7.3 If Subdivider fails to cure the default within thirty (30) days, or provide adequate written assurance to the satisfaction of the City Engineer that the cure will be promptly 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 Subdivider 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 Subdivider complete performance of the Work.

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

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

9. **Repair of any Damage.** In the event and to the extent Subdivider or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Subdivider shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

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

Concurrently with Subdivider's execution of this Agreement and before the beginning of any Work, Subdivider 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, Subdivider shall pay all such costs and provide a report directly to the City.

11. **Subdivider's Authorized Representative.** At all times during the progress of the Work, Subdivider shall have a competent foreperson or superintendent (Superintendent) on site with authority to act on behalf of Subdivider. Subdivider 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. Exhibit "D" attached hereto includes the initial contact information referenced in this Section 11.

12. **Acceptance of Work.** Before the City Council's acceptance of the Work, Subdivider is solely responsible for maintaining the quality of the Work and maintaining safety at the Project site. Subdivider'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.

13. **Warranty Period.** Subdivider shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. 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 Subdivider under this Agreement, Subdivider shall be in default of this Agreement and shall without delay and without any cost to City repair, replace, or reconstruct any defective improvements.

14. **Notices.**

14.1 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:

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

Attn: City Engineer
notice@cityoftracy.org

With a copy to

City Attorney's Office
333 Civic Center Plaza
Tracy, CA 95376

Attn: City Attorney

To Subdivider:

Toll West Inc. dba in California as
Toll Brothers West Inc.,
a Delaware corporation

Attn: Steve Savage
6800 Koll Center Pkwy, Ste.320,
Pleasanton, CA, 94566

Tel: (925) 249-6032
Email: ssavage@tollbrothersinc.com

With a copy to

Toll West Inc.

Toll West Inc.
Attn: Yolanda Rodriguez
Chief Transactional Counsel
1140 Virginia Drive

attorney@cityoftracy.org

Fort Washington, PA 19034

Tel: (215) 938-8216
Email: yrodriguez2@tollbrothers.com

14.2 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.

15. **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. Notwithstanding the foregoing, any changes requested or approved by, or consented to by the City during in-field inspections do not need to be made in writing provided that they are reflected on the as-builts.

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

17. **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.

18. **Assignment and Delegation.** This Agreement and any portion of it may not be assigned or transferred, nor shall any of Subdivider'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.

19. **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.

20. **Permits, Licenses, and Compliance with Law.** Subdivider shall, at Subdivider's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Before City signs the Agreement, Subdivider shall obtain a City of Tracy Business License. Subdivider shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

21. **Entire Agreement; Exhibits; Severability.** The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Legal Description of Property (Recital A.)
B. Conditions of Approval (Recital D.) – Tract 3917 COA attached
C. Location Map
D. Subdivider's Authorized Representative Information (Section 11.)

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.

22. **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.

[SIGNATURES ON FOLLOWING PAGE]

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. _____.]

Subdivider

_____

By: Steve Savage
Title: Vice President
Date: 12-6-23

Federal Employer Tax ID No.
83-3070946

Attest:

_____
By: Adrianne Richardson, City Clerk

Approved As To Form:

_____
By: Bijal M. Patel, City Attorney

ACKNOWLEDGMENT

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

State of California
County of Alameda)

On December 13, 2023 before me, Rosana Haydee Martinez Sedano, Notary Public
(insert name and title of the officer)

personally appeared Steve Savage,
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.

ROSANA HAYDEE
MARTINEZ SEDANO
Notary Public - California
Alameda County
Commission # 2404926
My Comm. Expires May 20, 2026

Signature _____ (Seal)

Exhibit "A"

LEGAL DESCRIPTION

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

PARCEL B, AS SHOWN ON THAT CERTAIN MAP ENTITLED, TRACT NO. 4156, TRACY VILLAGE NEIGHBORHOOD 1, FILED FOR RECORD on April 28, 2023 IN BOOK 44 OF MAPS AND PLATS, PAGE 65,
SAN JOAQUIN COUNTY RECORDS.

City of Tracy
Conditions of Approval

Tracy Village
Application Number (Tract 3917)
May 15, 2018

These Conditions of Approval shall apply to the real property described as the Tracy Village Development. The Tracy Village Development Project is proposed as a gated community consisting of 590 single-family detached residential homes, and would include three man-made lakes totaling approximately 10 acres, along with a community recreation center with pool, spa and bocce courts, open space and trails/pathways (Assessor's Parcel Number 244-040-01 and 244-030-01 and 02), located on the south side of Valpico Road, east of Corral Hollow Road. The project also includes the proposed annexation into the City of an additional 42 residential properties (Residential Annexation Area) fronting Corral Hollow Road and Valpico Road, and an adjoining drainage canal north of Valpico Road (Parcel Numbers 244-030-03 through 22 and 242-050-01 through 21, and 242-040-29).

The following definitions shall apply to these Conditions of Approval:

1. "Applicant" means any person, or other legal entity, defined as a "Developer."

2. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed engineer designated by the City Manager, or the Development Services Director, or the City Engineer to perform the duties set forth herein.

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 (also known as Urban Management Plan), the Tracy Municipal Code, ordinances, resolutions, policies, procedures, and the City's Design documents (the Streets and Utilities Standard Plans, Design Standards, Parks and Streetscape Standard Plans, Standard Specifications, and Manual of Storm Water Quality Control Standards for New Development and Redevelopment, and Relevant Public Facilities Master Plans).

4. "Conditions of Approval" shall mean the conditions of approval applicable to the Tracy Village Development project. The Conditions of Approval shall specifically include all Development Services Department, including Planning, Engineering, and Building Divisions, Finance Department, Fire Department, and Public Works conditions set forth herein.

5. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.

6. "Project" means the real property consisting of approximately 135 acres located on the south side of Valpico Road, east of Corral Hollow Road, Assessor's Parcel Number 244-040-01, and 244-030-01 and 02, and 42 residential properties fronting Corral Hollow Road and Valpico Road (Parcel Numbers 244-030-03 through 22 and 242-050-01 through 21 and 242-040-29).

7. "Property" means the real property generally located on the south side of Valpico Road, east of Corral Hollow Road, Assessor's Parcel Number 244-040-01, 244-030-01 and 02, and 42 residential properties fronting Corral Hollow Road and Valpico Road (Parcel Numbers 244-030-03 through 22 and 242-050-01 through 21, and 242-040-29).

8. "Subdivider" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. "Subdivider" also means Developer. The term "Developer" shall include all successors
in interest.

B. Planning Division Conditions of Approval:

1. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, *et seq.*), the Subdivision Map Act (Government Code sections 66410, *et seq.*), the California Environmental Quality Act (Public Resources Code sections 21000, *et seq.*, "CEQA"), and the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 15000, *et seq.*, "CEQA Guidelines").

2. Unless specifically modified by these Conditions of Approval, the Project shall comply with all City Regulations.

3. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all mitigation measures identified in the Tracy Village Development Project Environmental Impact Report dated April 11, 2018.

4. Pursuant to Government Code section 66020, including section 66020(d)(1), the City HEREBY NOTIFIES the Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) will begin on the date of the conditional approval of this Project. If the Developer fails to file a protest within this 90-day period, complying with all of the requirements of Government Code section 66020, the Developer will be legally barred from later challenging any such fees, dedications, reservations or other exactions.

5. Except as otherwise modified herein, all construction shall be consistent with the Vesting Tentative Subdivision Map received by the Development and Engineering Services Department on April 2, 2018 and as modified on the project site plan and Tracy Village Specific Plan dated March 2018.

6. Prior to the issuance of any building permits for the community buildings, the applicant shall provide a detailed landscape and irrigation plan consistent with City landscape and irrigation standards and the approved plan, including, but not limited to Tracy

Municipal Code Section 10.08.3560, the City's Design Goals and Standards, and the applicable Department of Water Resources Model Efficient Landscape Ordinance on private property, and the Parks and Parkways Design Manual for public property, to the satisfaction of the Development Services Director. Newly planted, on-site trees shall be a minimum size of 24-inch box and shrubs shall be a minimum size of five gallons.

7. No signs are approved as a part of this development application. Prior to the installation of any signs, the applicant shall submit a sign permit application and receive approval from the Development Services Director in accordance with City Regulations.

8. Prior to the issuance of any building permits, the developer shall document compliance with the City of Tracy Manual of Stormwater Quality Control Standards for New Development and Redevelopment (Manual) to the satisfaction of the Public Works Director, which includes the requirement for Site Design Control Measures, Source Control Measures and Treatment Control Measures under the guidelines in a project Stormwater Quality Control Plan (SWQCP). Compliance with the Manual includes, but is not limited to, addressing outdoor storage areas, trash enclosures, parking areas, any wash areas and maintenance areas. The SWQCP must conform to the content and format requirements indicated in Appendix D of the Manual and must be approved by the Public Works Director prior to issuance of grading or building permits. Stormwater treatment shall be consistent with the approved plans, subject to approval by the City's Utility Department.

9. The project shall comply with all applicable provisions of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan, including Incidental Take Minimization Measures applicable at the time of permit and a pre-construction survey prior to ground disturbance, to the satisfaction of San Joaquin Council of Governments.

10. The developer shall design and construct all buildings with fire sprinklers in accordance with City Regulations to the satisfaction of the Fire Marshal.

11. Development of the 42 residential properties (Residential Annexation Area) shall be governed by the following: The majority of the 42 lots are developed with detached single-family residences, and are served by private wells and septic systems. Connection to city water and sewer systems shall be voluntary, unless new residential development (building permits for new construction) is proposed by the property owners.

12. The project shall utilize the building elevations as shown in the Tracy Village Specific Plan for the Tracy Village residential community, consistent with requirements of the City Design Standards and Guidelines and the project Planned Unit Development provisions. The final design plans shall be subject to review and approval of the Development services Director prior to first building permit issuance.

13. All of the houses that border existing developed lots on the west, east and south sides of the Tracy Village project shall be limited to a single-story in height.

14. All common area lots and open spaces, including landscaping, shall be maintained by the Project homeowner's association (HOA). Final covenants, conditions and restrictions (CC&Rs) shall be submitted to the City for review and approval prior to their recordation. The CC&Rs shall be recorded prior to City issuance of a grading plan or improvement plans for the Project.

15. All proposed Emergency Vehicle Access (EVA) points connecting the project to public streets shall be built subject to Fire Department and Engineering Division approval, including with respect to width, loads, turn radius, and use of gates or other barriers.

16. All vents, gutters, downspouts, flashing, electrical conduit, and other wall-mounted or building-attached utilities shall be painted to match the color of the adjacent surface or otherwise designed in harmony with the building exterior to the satisfaction of the Development Services Director.

17. All ground-mounted equipment, including, but not limited to air conditioning units, water heaters, gas meter and utility boxes shall be screened form view from common areas with decorative walls, fences or landscaping, to the satisfaction of the Development Services Director.

18. Prior to final inspection or certificate of occupancy, all exterior and parking area lighting shall be directed downward or shielded, to prevent glare or spray of light into any adjacent properties, to the satisfaction of the Development Services Director.

19. All PG&E transformers, phone company boxes, Fire Department connections, backflow preventers, irrigation controllers, and other on-site utilities, shall be vaulted or screened from view from any public right-of-way, behind structures or landscaping, to the satisfaction of the Development Services Director.

20. Prior to the issuance of a building permit, the Developer shall submit detailed trash and recycling enclosure plans which include the following, to the satisfaction of the Development Services Director: the walls shall be of masonry construction, at least eight feet in height, include solid metal doors, a solid roof, and an interior perimeter concrete curb. The enclosures shall include exterior color and material compatible with adjacent or nearby building exteriors of the project.

21. Prior to the issuance of a building permit, the developer shall design a recycling program consistent with State Assembly Bill 341, to the satisfaction of the Public Works Director. The program shall include or have access to enclosures with adequate space for both refuse and recycling and shall be incorporated with the trash and recycling enclosures. Each enclosure shall have signs that clearly indicate refuse and recycling locations as well as prohibition of scavenging. The program shall include recycling options or elements at the pool area and other common areas for the residents.

22. The developer shall be required to pay all applicable City impact fees, including park fees. No fee credit shall be given for the developer private parks and facilities within the Tracy Village Development.

C. Finance Department Conditions of Approval

1. Prior to recording the Final Map, the applicant shall do one of the following, subject to the approval of the Finance Director:

a. CFD or other funding mechanism. The applicant shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that prior to the issuance of the first building permit, the applicant will form a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for funding the on-going operational costs of providing Police services, 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. 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 applicant shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that prior to the issuance of the first building permit, the applicant 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.

If the provisions for adequate funding of the on-going operational costs of providing Police services, Public Works services and other City services are met prior to issuance of the first building permit for the project, subject to the Finance Director's review and approval, the terms of this condition shall be considered to have been met and this condition shall become null and void.

D. Building Division Conditions of Approval

1. The developer shall demonstrate that the proposed residential buildings are designed and constructed in conformance with all applicable City and State Regulations to the satisfaction of the Chief Building Official, including but not limited to CalGreen Building Standards and Title 24-11A accessibility standards.

2. The developer shall demonstrate that all improvements, in-tract and offsite, required to serve the Project Site described by the final map and Vesting Tentative Subdivision Map are in accordance with the City Regulations. The Improvement Plans shall specifically include all the requirements specified below.
    a. The Improvement Plans shall consist of the Grading and Storm Drainage Plans, Irrigation and Landscaping Plans, Composite / Joint Utility Plans, In-tract Civil and Utility Plans, Street Lighting Plans, Sewer Plans, Water Distribution Plans, Fire Hydrant distribution Plans, Signing and Striping Plans, Masonry Wall Plans, and Storm Water Plans, Curb, Sidewalk, Gutter, Fire Department EVA road and additional associated features, Road profiles and construction details, Handicap Accessibility Plans and construction details in accordance with City of Tracy Standards and Regulations.
    b. Improvement plans shall also include Lake Construction plans to include but not limited to retaining walls, all applicable distribution features, piping, pumps, out-fall structures, inlets and connection to City storm water.
    c. All supporting engineering calculations, soils reports, material and technical specifications, and reports related to the design of the subdivision improvements, and as required by the City Engineer shall be provided. The engineering calculations shall include calculations for determining the size and capacity of sewer, water and storm drainage facilities.
3. No Temporary or Final Building Certificate of Occupancy will be issued by the City (excluding model homes) until after the Subdivider provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that the Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the improvements required in these Conditions of Approval.
4. All gates are to be accessible by the Fire Department in the case of an emergency, by means such as a Knox box, Knox padlock, Opticon sensors or other means to the satisfaction of the Fire Chief and Chief Building Official.
5. All hydrants, FDCs and DDCVs shall be provided with a minimum of three feet of clearance at all times. Therefore, landscaping shall be designed so that no adjacent plants can grow into and obscure these pieces of equipment.

E. Engineering Division Conditions of Approval

E.1. General Conditions

The Subdivider shall comply with the applicable requirements of the approved documents, technical analyses/ reports prepared for the Project listed as follows:

a) "Tracy Village Traffic Impact Impact Analysis", prepared by Kimley-Horn

Associates, dated March 14, 2018, and Memorandum titled "Tracy-Village – Tentative Map Review" prepared by Kimley-Horn Associates, dated February 12, 2018 and any subsequent amendments and updates (Collectively "Traffic Report").

b) "Tracy Village Water Distribution System Hydraulic Network Analysis", prepared by West Yost Associates, dated February 16, 2018, and any subsequent amendments and updates. ("Water Report")

c) Technical Memorandum by Storm Water Consulting, Inc., dated January 8, 2018, and any subsequent amendments and updates. ("Storm Drainage Report").

E.2. Grading Permit

The Subdivider shall submit all relevant documents related to grading permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

E.2.1. Grading and Drainage Plans prepared on a 24" x 36" size polyester film (mylar). Grading and Drainage Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil Engineer.

a) The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Building Official and Fire Code Official prior to submitting the mylars to Engineering Division for City Engineer's approval.

b) Prior to the issuance of Grading Permit for the Project, Subdivider shall submit improvement plans and secure approval of plans from the City's Building Division, for the design of on-site sewer improvements and the Project's sewer connection.

E.2.2. Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

E.2.3. Two (2) copies of the Project's Geo-technical /Soils Report prepared by Geo-technical Engineer.

E.2.4. Copy of recorded slope easements or construction/grading easements on adjacent properties (if applicable).

E.2.5. Three (3) sets of the Storm Water Pollution Prevention Plan (SWPPP) for the Project with a copy of the Notice of Intent (NOI) submitted to the State Water Quality Control Board (SWQCB) and any relevant documentation or written approvals from the SWQCB, including the Wastewater Discharge Identification Number (WDID#).

a. After the completion of the Project, the Subdivider is responsible for filing the Notice of Termination (NOT) required by SWQCB. The Subdivider shall provide the City with a copy of the completed Notice of Termination.

b. The cost of preparing the SWPPP, NOI and NOT, including the filing fee of the NOI and NOT, shall be paid by the Subdivider.

c. The Subdivider shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the applicable provisions of the City's Storm Water Management Program.

E.2.6. Two (2) sets of the Project's Geotechnical Report signed and stamped by a licensed Geotechnical Engineer licensed to practice in the State of California.

a. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, pavement design recommendations, and elevation of the highest observed groundwater level.

E.2.7. 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 Measure AQ-1 of the Mitigation Monitoring and Reporting Program of the Environmental Impact Report (EIR).

E.2.8. A copy of the approved Air Impact Assessment (AIA) with an Indirect Source Review (ISR) from San Joaquin Valley Air Pollution Control District (SJVAPCD).

E.2.9. Two (2) sets of Hydrologic and Storm Drainage Calculations for the design of the on-site storm drainage system and for determining the size of the project's storm drainage connection, as required in Conditions E.4.2.d and E.4.3.k, below.

E.3. Encroachment Permit – Subdivider shall submit all relevant documents related to encroachment permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

E.3.1. Improvement Plans prepared on a 24" x 36" size 4-mil thick polyester film (mylar), if necessary that incorporate all the requirements described in these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

a. The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Building Official and Fire Code Official prior to submitting the mylars to Engineering Division for City Engineer's approval.

E.3.2. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

E.3.3. Traffic Control Plan shall be prepared under the supervision of, signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California, as required in Condition E.4, below.

E.3.4. Tracy's Fire Official's signature on the Improvement Plans indicating their approval for the fire service connection and fire and emergency vehicle access for the Project.

E.3.5. Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement

Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA. The Subdivider's obligations in the OIA shall be deemed to be satisfied upon City Council's acceptance of the public improvements and release of the Improvement Security.

E.3.6. Check payment for the applicable of engineering review fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable fees as required by these Conditions of Approval. The engineering review fees will be calculated based on the fee rate adopted by the City Council on May 17, 2016, per Resolution 2016-094.

E.4. Improvement Plans - Improvement Plans shall contain the design, construction details and specifications of public improvements and all subdivision 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. The Improvement Plans shall be completed to comply with City Regulations, these Conditions of Approval, and the following requirements:

E.4.1. The Improvement Plans including the Grading and Drainage Plans prepared in accordance with the City's Subdivision Ordinance and Design Standards. The improvement plans for all improvements (onsite and off-site) required to serve the Project in accordance with the City Design Documents, and these Conditions of Approval.

a. The Improvement Plans shall be prepared in mylar with the standard title and signature block.

b. The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylar including signatures by the Chief Building Official and Fire Code Official or Fire Safety Officer, prior to submitting the mylars to Engineering Division for City Engineer's approval.

E.4.2. The improvement plans shall be prepared to specifically include, but not be limited to, the following items:

a. All existing and proposed utilities such as domestic water line, irrigation service, fire service line, storm drain, and sanitary sewer, including the size and location of the pipes.

b. All supporting engineering calculations, materials information or technical specifications, cost estimate, and technical reports.

c. Two (2) copies of the Project's Geotechnical /Soils Report, prepared or signed and stamped by a Geotechnical Engineer.

d. The Project's on-site drainage connections to City's storm drainage system and on-site storm water treatment as approved by the City Engineer. Improvement Plans to be submitted with the hydrology and storm drainage calculations for the sizing of the on-site storm drainage system.

e. Three (3) sets of the Project's Storm Water Pollution Prevention Plan (SWPPP), Best

Management Practices (BMPs) and a copy of the Notice of Intent (NOI) with the State-issued Wastewater Discharge Identification number (WDID#).

E.4.3. Grading and Storm Drainage Plans

Site Grading

a. Include all proposed erosion control methods and construction details to be employed and specify materials to be used.

b. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Geotechnical Engineer. A copy of the Project's Geotechnical Report must be submitted with the Grading and Storm Drainage Plans.

c. Site grading shall be designed such that the Project's storm water can gravity drain directly to an existing storm drain system with adequate capacity to drain storm water from the Project Site in the event that the on-site storm drainage system fails or is clogged. The storm drainage release point is recommended to be at least 0.70 foot lower than the building finish floor elevation and shall be improved to the satisfaction of the City Engineer.

d. When the grade differential between the Project Site and adjacent property(s) exceeds 12 inches, a reinforced or masonry block, or engineered retaining wall is required for retaining soil. The Grading Plan shall show construction detail(s) of the retaining wall or masonry wall. The entire retaining wall and footing shall be constructed within the Project Site. A structural calculation shall be submitted with the Grading and Storm Drainage Plans.

e. An engineered fill between the Project site and adjacent properties may be accepted as a substitute of a retaining wall, if the grade differential is less than 2 feet and subject to approval by the City Engineer. The Grading and Storm Drainage Plans must show the extent of the slope easement(s). The Subdivider shall be responsible for obtaining permission from owner(s) of the adjacent and affected property(s). The slope easement must be recorded, prior to the issuance of the final building certificate of occupancy.

Storm Drainage

f. The Subdivider shall design and install the Project's storm drainage connection(s) to the City's storm drain facilities per the City of Tracy Citywide Stormwater Master Plan and the "Storm Drainage Study" and as required by the City Engineer.

g. The Subdivider shall submit design calculations and obtain approval of improvement plans for the off-site storm drain line to connect to existing channel at Sycamore Parkway. The Subdivider shall execute Offsite Improvement Agreement prior to beginning of work. The Subdivider will be required to overlay half street section on Valpico Road along the full length of the storm drain line after completion of installation of the storm drain line.

h. All on-site SD facilities, lakes, channels and associated facilities including the proposed connection(s) to the City's public drainage facilities, shall be owned and maintained by the HOA.

i. The Subdivider shall provide a Stormwater Quality Control Plan (SWQCP) detailing the methods in which the development will address compliance with the applicable City's Multi-Agency Post-Construction Stormwater Standards Manual (Manual).

The proposed stormwater treatment within the lake system will be subject review and approval by the City. Prior to the issuance of the grading permit for the project, the SWQCP shall be approved by the City Engineer.

j. Prior to the final inspection of the first building to be constructed on the Property, the Subdivider shall submit a signed and notarized Stormwater Treatment Facilities Maintenance Agreement (STFMA) as a guarantee for the performance of Subdivider's responsibility towards the repair and maintenance of on-site storm water treatment facilities. Calculations related to the design and sizing of on-site storm water treatment facilities must be submitted with the STFMA and the Grading and Storm Drainage Plans.

E.4.4. Sanitary Sewer Facilities

a. The Subdivider shall design and install sanitary sewer facilities including the Project's sewer connection in accordance with City Regulations and utility improvement plans approved by the City Engineer.

b. The Subdivider shall build and dedicate, to the satisfaction of the City Engineer, public sewer mains, manholes and associated improvements required to serve the entire subdivision. All public infrastructure shall be located in the private subdivision roadways. The Subdivider shall provide easements, to the satisfaction of the City Engineer, across the entire road plus 5 feet on either side as measured from the back of curb. Repair and maintenance of all sewer lines outside of easements which includes (but it not limited to) laterals and appurtenances shall be a private maintenance obligation either from the fronting property owner, HOA, or another City approved maintenance entity.

c. In the event the permanent sewer main in Corral Hollow Road and downstream improvements required to provide permanent capacity for the Project have not been constructed (by others) at the time of request for first building permit within the Project, the Subdivider shall complete the design and install master plan facilities within Corral Hollow Road from the Project to Node 4W-1 as shown in Figure 5-1 of Tracy Wastewater Master Plan.

d. Interim capacity in the existing sewer main north of Node 4W-1 may be temporarily available and the Project may be permitted to utilize existing capacity in the system north of Node 4W-1 subject to verification of availability of capacity in the existing facilities by completion of a technical analysis by City's Consultant ("Interim Sewer Capacity Analysis"). The cost of the Interim Sewer Capacity Analysis shall be funded by the Subdivider, and shall be completed prior to issuance of first building permit. If the Interim Sewer Capacity Analysis indicates that there is no capacity available for the Project, the Subdivider shall design and construct master plan facilities to provide additional capacity per the Wastewater Master Plan.

e. The Subdivider shall design and install wastewater services to existing homes on the north side of Valpico Road as part of the Offsite Improvements. The subdivider will be eligible for fee credits for the cost of installation of the water services.

f. In order to facilitate installation of wastewater service connections to existing homes fronting Corral Hollow Road as part of City's CIP project, a funding requirement in the amount of $100,000 has been identified. The Subdivider shall pay to the City the amount specified above within 30 days from written request from the City Engineer. City will identify funding source for reimbursement of the amount to the Subdivider, and enter into a Reimbursement Agreement prior to payment by the Subdivider.

g. The Subdivider is hereby notified that the City has limited wastewater treatment capacity in the City's Wastewater Treatment Plant until current and future expansion capital improvement projects are completed and operational. As of January 2017, the City had an unused capacity of approximately 1851 EDU's within its wastewater treatment plant available to new development within the City on a first come-first served basis. These EDU's are currently available to serve the proposed project, but as other development projects within the City come forward and building permits are issued, this remaining capacity will be reduced.

E.4.5. Water Distribution System

a. Water line sizing, layout and looping requirements for this Project shall comply with recommendations of the analysis by the City's Water Consultant.

b. If development of the Project is phased (e.g., the north part of the Project is developed as Phase 1 and the south part of the Project is developed as Phase 2), both connections to the City's existing potable water system (at Valpico Road and at Middlefield Drive), should be constructed with the first phase of development to provide for water supply redundancy and ensure adequate fire flow availability under all phases of Project development.

c. All water connections that are bigger than 2 inches in diameter shall be Ductile Iron Pipe (DIP).

d. During the construction of the Project, the Subdivider is responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the City of Tracy Fire Code Official.

e. All costs associated with the installation of the Project's permanent water connection(s) as identified in the Water Study including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings, replacing traffic detecting loops, conduits, and wires, relocating existing utilities that may be in conflict with the water connection(s), and other improvements shall be paid by the Subdivider.

f. Subdivider shall obtain an account for the water service to the Project and register the water meter with the Finance Department. Subdivider shall prepare and submit a map depicting the location of the water meter(s) to Finance Department.

g. If water main shut down is necessary, the City will allow a maximum of 4-hour water supply shutdown. The Subdivider shall be responsible for notifying residents or business owner(s), regarding the water main shutdown. The written notice, as approved by the City

Engineer, shall be delivered to the affected residents or business owner(s) at least 72 hours before the water main shutdown. Prior to starting the work described in this section, the Subdivider shall submit a Water Shutdown Plan and Traffic Control Plan to be used during the installation of the offsite water mains.

h. The Subdivider shall design and install domestic water service connections, including remote-read water meter (the water meter to be located within City's easement) in accordance with City Regulations.

i. The Subdivider shall build and dedicate, to the satisfaction of the City Engineer, public water mains, valves, fittings, fire hydrants and associated improvements required to serve the entire subdivision. All public infrastructure shall be located in the private subdivision roadways. The Subdivider shall provide easements, to the satisfaction of the City Engineer, across the entire road plus 5 feet on either side as measured from the back of curb to maintain the valves, fitting, fire hydrants and other associated improvements. Repair and maintenance of all water lines outside of easements which includes (but it not limited to) laterals, meters and appurtenances shall be a private maintenance obligation either from the fronting property owner, HOA, or another City approved maintenance entity.

j. The Subdivider shall design and install fire hydrants at the locations approved by the City's Fire Safety Officer and Chief Building Official. Prior to the approval of the Improvement Plans, the Subdivider shall obtain written approval from the City's Fire Safety Officer and Chief Building Official, for the design, location and construction details of the fire service connection to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.

k. The Subdivider shall design and install water services to existing homes on the north side of Valpico Road as part of the Offsite Improvements. The Subdivider will be eligible for fee credits for the cost of installation of the water services.

l. In order to facilitate installation of water service connections to existing homes fronting Corral Hollow Road as part of City's CIP project, a funding requirement in the amount of $100,000 has been identified. The Subdivider shall pay to the City the amount specified above within 30 days from written request from the City Engineer. City will identify funding source for reimbursement of the amount to the Subdivider, and enter into a Reimbursement Agreement prior to payment by the Subdivider.

m. Recycled Water

On-site Recycled Water is proposed to fill and maintain the water levels in the proposed project's lakes. On-site and off-site recycled water lines shall be designed per City Standards and applicable Regulations. The Subdivider shall install Recycled Water main in Valpico Road with construction of required roadway improvements on Valpico Road.

City will be installing Recycled Water facilities from the Wastewater Treatment Plant upto the intersection of Lammers Road and Old Schulte Road. Prior to final inspection of 150th home excluding model homes, the Subdivider shall complete installation of Recycled Water facilities from the Project to the intersection of Lammers Road and Old Schulte Road to connect

to Recycled Water line, if City's project has installed the Recycled Water Mains from the WWTP upto this junction.

If City's Recycled Water facilities are not completed, or are partially completed prior to final inspection of 150th home excluding model homes, the Subdivider shall construct needed facilities to extend Recycled Water facilities to connect the Project to Recycled Water lines. If no Recycled Water facilities are available to connect, the Subdivider shall demonstrate that City's domestic water supplies and water network are adequate to provide water to the Project and lakes. In such event, City's consultant will prepare a report with recommendations for any improvements to the City's water system or other means of addressing the additional demand on City's domestic water system. The Subdivider shall be responsible for costs of full compliance with the recommendations.

If the Subdivider installs Recycled Water Facilities that are funded by the Development Impact Fees or other sources, the Subdivider will be eligible to request fee credits and/or reimbursements pursuant to Tracy Municipal Code.

E.4.6. Utility Easements

a. Utilities within private streets shall be located within utility easements dedicated to the City, and shall be subject to review and approval by the City Engineer. Proposed Maintenance access roads or curb cuts shall be reviewed and approved by the City Engineer.

b. The Subdivider shall coordinate with local service providers and dedicate necessary Public Utility Easements (PUE) along the Project's frontage on Valpico Road and within the Project for Joint Trench Utilities to serve the Project.

E.4.7 Street Improvements:

a) Right of Way on Valpico Road Per the Citywide Roadway & Transportation Master Plan (CRTMP) that was adopted by the City Council on November 26, 2012, pursuant to Resolution 2012-240, Valpico Road will be a 4-lane major arterial street with a minimum right-of-way of 99 feet. The street section proposed consists of 102' wide right-of-way.

The Subdivider shall dedicate 47 feet right-of-way from the existing right-of-way line of Valpico Road towards the Property along the entire frontage of the Property on Valpico Road, for the construction of Valpico Road Frontage Improvements. The Subdivider shall dedicate the right-of-way on Final Map, or execute a Grant Deed to convey the land in fee title and submit legal description and plat map that describes the area to be dedicated, prior to the issuance of the Grading Permit. The cost of preparing the legal description and plat map will be the sole responsibility of the Subdivider.

Subdivider shall acquire right-of-way required on the north side of Valpico Road (County parcels) to install the roadway and sidewalk improvements including undergrounding of overhead utilities. City may assist Subdivider in acquisition of the right-of-way. Cost of acquisition of right-of-way shall be reimbursable to the Subdivider from the program fees as determined by the City Engineer.

Subdivider will be eligible to request fee credits and/or reimbursements for the cost of right-of-way in excess of Subdivider's obligation as defined in Traffic Master Plan and pursuant to Tracy Municipal Code requirements.

The City will assume responsibility to maintain the public improvements and accept the offer of dedication for right-of-way on Valpico Road after the City Council accepts the public improvements.

b) Frontage Improvements on Valpico Road – The Subdivider shall design and construct all roadway improvements on Valpico Road that are necessary to provide safe and functional access(s) to the Project for each phase and at Project's build-out condition, as described by the Traffic Report, and as required by the Conditions of Approval.

(i) The Frontage Improvements involve the widening of the south side of Valpico Road along the frontage of the Project and pavement transitions on both sides on Valpico Road and other improvements which include but not limited to, the installation of new asphalt concrete pavement, concrete curb, gutter, sidewalk, Class I bike lane, handicap ramp(s), crosswalk, bus shelter with turnout and associated improvements, parkway landscaping improvements with automatic irrigation system, storm drainage, catch basin/ drop inlet, fire hydrant, domestic, irrigation and fire services, street lights traffic sign(s), pavement marking and striping along the entire frontage on Valpico Road, and other improvements such as barricades, signing, and striping that are necessary to provide a safe transition to and from existing roadway section of Valpico Road (Frontage Improvements).

(ii) The roadway improvements shall also include the installation of a traffic signal at the Main Entry Street at Valpico Road. The intersection improvements will include but not limited to, traffic detection loops, pull boxes, conduits and wires, audible pedestrian warning, electronic sign, crosswalk, pavement legends and markings, lane markings, traffic signs, and other improvements as determined by the City Engineer that are deemed to be necessary to have a safe and functional traffic signal. The traffic signal is not included in funded improvements in City's fee program, and hence costs of design, acquisition of right-of-way (if required) and installation of the traffic signal is not eligible for fee credits or reimbursements.

(iii) The sidewalk along the frontage of the project shall be extended east of the Project boundary to connect to the existing sidewalk. Cost of acquiring right-of-way or easements and installation of the sidewalk shall be the responsibility of the Subdivider.

(iv) Subdivider shall design and install improvements on Valpico Road west of the Project to provide safe transitions to existing improvements. Subdivider shall acquire needed right-of-way on both sides of Valpico Road. Scope of roadway improvements shall be as determined by the City Engineer during the review of the improvement plans for the Project.

(v) Subdivider will be eligible to request fee credits and/or reimbursements for the cost of design and construction of improvements on Valpico Road that are in excess of Subdivider's obligation as defined in Traffic Master Plan and pursuant to Tracy Municipal Code requirements.

(vi) The Subdivider may request formation of a benefit district for recovering cost of right-of-way and construction of improvements beyond the Subdivider's frontage responsibility and not

included in City's fee program. The City will collect administrative fee, formation cost, and program management fees for forming, administering, and managing the benefit district. The Subdivider is responsible for submitting all documents such as materials receipts, payroll, equipment rental and others to show actual construction cost or expenses incurred or to support claim for reimbursement.

(vii) Improvement plans to be prepared for Valpico Road improvements shall include transition paving, widening, striping and signage, modification or removal of the existing guard rail (if required) to the east of the Project to conform to existing 4-lane street section in compliance with applicable standards to ensure safe transition for eastbound and westbound traffic on Valpico Road. The improvement plans shall also include transition paving, widening, striping and signage, modification or removal of the existing private improvements, relocation of existing overhead utility poles (if required) to the west of the Project to conform to existing street section in compliance with applicable standards to ensure safe transition for eastbound and westbound traffic on Valpico Road. The improvements shall be as approved by the City Engineer.

(viii) City has approved improvement plans to construct improvements on Corral Hollow Road to widen the street section to 4-lane configuration. The improvements on Valpico Road to be installed with the Project shall match the improvements per the approved improvement plans for Corral Hollow Road Improvements project at the intersection of Corral Hollow Road and Valpico Road. If the improvements at the intersection of Corral Hollow Road and Valpico Road are completed by the City at the time of construction of Valpico Road improvements by the Subdivider, the Subdivider shall design and construct improvements on Valpico Road to match the intersection improvements.

(ix) The construction details and specifications of bus turnout and bus shelter on Valpico Road shall be submitted for City's review at the time of review of Offsite Improvement Plans. The cost of the bus shelters and turnout and associated improvements are to be paid by the Subdivider without any reimbursement from the City.

(x) The Subdivider shall dedicate an easement for maintenance of traffic signal loops within Entry Street 1 on the Final Map, or execute a Grant Of Easement to the City, and submit legal description and plat map that describes the easement area.

(xi) Any travel lane(s) or left-turn and right-turn lane(s) and traffic signal at Entry Street 1 are considered to be site specific offsite improvements and they are Subdivider's responsibility to design and construct without any fee credits or reimbursements.

(xii) Prior to the issuance of a Building Permit for the project, the Subdivider shall dedicate a Public Utility Easement (PUE) along the full frontage of the Project on Valpico Road.

(xiii) CMU wall that is proposed to be constructed along the frontage of the project shall be located behind the right-of-way on Valpico Road. Maintenance of the wall, monument and decorative pavement at Entry Street 1 shall be the responsibility of the HOA.

c. Roadway Improvements on North side of Valpico Road- The Subdivider shall design and construct all roadway improvements on north side Valpico Road per the Valpico Road Typical

section shown on the Tentative Map and City Standards.

(i) Improvement plans to be prepared for Valpico Road improvements shall include improvements required to construct 4-lane arterial section with 5' wide Class II bike lane, curb and gutter, 5' wide sidewalk and improvements behind the sidewalk within the 3' setback to the right-of-way on the north side of Valpico Road. The improvement plans shall also include modification or removal of the existing private improvements as required to construct improvements and undergrounding of existing overhead utility poles in compliance with applicable standards. The improvement plans shall show modifications of driveways, landscape, fences, walls, mailboxes and other structures that may be impacted with the construction of the improvements.

The Subdivider shall coordinate modifications with property owners to minimize impacts to the parcels. City may require preparation of detailed exhibits for each of the parcels to provide necessary information to the owners.

d. All roadway improvements described in these Conditions of Approval must be designed and constructed by the Subdivider to meet the applicable requirements of the latest edition of the California Department of Transportation Highway Design Manual (HDM) and the California Manual of Uniform Traffic Control Devices (MUTCD), all applicable City Regulations, and these Conditions of Approval.

The Subdivider may complete the construction of improvements on Valpico Road in two phases:

First phase consisting of design and construction of Frontage Improvements on the south side of Valpico Road, four traffic lanes (two lanes for eastbound and two lanes for westbound traffic) with interim asphalt curb on the north side of Valpico Road, and installation of the traffic signal shall be completed by the Subdivider prior to issuance of 100th building permit within the Property.

Second phase consisting of removal of interim improvements, undergrounding of overhead utilities and sidewalk on the northside of Valpico Road shall be completed by the Subdivider prior to issuance of 200th building permit within the Property.

e. The Subdivider shall be responsible for any repairs or reconstruction of street pavement, curb, gutter and sidewalk and other public improvements on Valpico Road, if determined by the City Engineer to be in poor condition or damaged by construction activities related to the Project.

f. If the Subdivider completes the construction of roadway improvements on Valpico Road as described in these Conditions of Approval that are beyond the frontage responsibility of the Project, the Subdivider may be entitled to fee credits and/or reimbursement for the program portion of the roadway improvements on Valpico Road in accordance with the OIA and Title 13 of the Tracy Municipal Code. The amount of fee credit and/or reimbursement shall be determined during the review of improvement plans.

E.4.8. Project Access and Traffic Circulation

a. Design and construction of all streets and Entry Street 1 and 2 shall comply with the findings of the Traffic Analysis by Kimley-Horn Associates, and applicable City Standards.

b. The Subdivider shall construct complete street improvements for the Private internal streets and alleys as generally shown in the Tentative Map Tract No. 3917. Subdivider shall comply with the requirements of Fire Department and Public Works Department for access and design of structural pavement for Maintenance Access roads and Fire Lane access Roads within the Development. Improvement Plans shall be submitted to Engineering Division for review and approval by the City Engineer.

i) Private Streets and alleys will be maintained by the HOA.

ii) The Subdivider shall prepare a Signing and Striping Plan for the on-site private streets and alleys. The Signing and Striping Plan shall include all stop bars, stop legends, stop signs, right-turn or left turn arrows, centerline stripes, traffic control signage, etc. as necessary for internal traffic circulation.

iii) Striping and signage for on-street parking on the internal private streets and for designated parking lots for resident, guest, employees, and visitor parking shall comply with City's standards for Off Street Parking.

iv) The Subdivider shall submit detailed plans for Parcel L, Pedestrian Access to Corral Hollow Road. The improvements proposed within Parcel L shall be submitted for review and approval by City Engineer, Public Works Director and Police Chief.

E.4.9. Irrigation and Landscaping Plans

a. All parkway landscaping improvements along the frontage of the Property on Valpico Road shall be designed and constructed in accordance with City Regulations and completed as part of the Valpico Road Frontage Improvements. Design and construction details of these improvements shall be included in the Irrigation and Landscaping Plans. Parkway landscaping shall be maintained by the HOA as part of the Long-Term Maintenance Agreement between the City and Subdivider or HOA. The parkway landscape planting and irrigation system shall be separate from the onsite landscaping plan, including a separate irrigation meter, irrigation main(s), and irrigation controller(s). Parkway landscape improvements shall conform to City standards.

b. The Subdivider shall design and install public and private improvements, including street trees, monument signs, decorative fences and walls, and other improvements at locations that shall meet requirements related to horizontal sight distance.

E.4.10. Undergrounding of Overhead Existing Overhead Utilities

a. The Subdivider shall design and underground existing utilities on the north side of Valpico Road across from the Project as part of the Frontage Improvements. The Subdivider shall coordinate design and installation of underground utilities with the utility companies and the property owners. Undergrounding of services to the existing homes shall be completed with the undergrounding. City will provide assistance in seeking cooperation of the property owners in

undergrounding of services to homes. The Subdivider shall acquire easements if required to install the underground utilities. If the Subdivider is unable to acquire the necessary easements, City may extend its power of eminent domain subject approval of the City Council.

b. Pursuant to Tracy Municipal Code, Subdivider is responsible for 50% of the cost of undergrounding of overhead utilities on the north side of Valpico Road. City may reimburse the Subdivider for costs in excess of Subdivider's obligation towards the cost of undergrounding subject to availability of funds. At the time of approval of this Development Application, City has not identified funding sources for reimbursement. City will continue its evaluation of funding sources including Rule 20-A funding.

E.4.11. Offsite Improvement Agreement

a. Prior to starting any work on Valpico Road Frontage Improvements, the Subdivider shall sign an improvement agreement (Offsite Improvement Agreement or OIA) and post improvement security in accordance with Section 12.36.080 of the TMC, to guarantee completion of the public improvements. The OIA requires approval from the City Council.

E.4.12. Traffic Impact Mitigations

a. All Applicable traffic impact mitigations identified in the Environmental Impact Report shall be complied with.

E.4.13. Traffic Control Plan - Prior to starting the work, the Subdivider shall submit a Traffic Control Plan, to show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California.

E.4.14. Joint Utility Trench Plans – The Subdivider shall prepare joint trench plans in compliance with utility companies' requirements and City regulations, and obtain approval of the plans. All private utility services to serve Project, including electric, telephone and cable TV to the building must be installed underground, and to be installed at the location approved by the respective owner(s) of the utilities.

a. The Subdivider shall submit Joint Utility Trench Plans for the installation of electric, gas, telephone and TV cable main and service lines that are necessary to be installed to serve the Project. These utilities shall be installed within the Public Utility Easement (PUE) that will be offered for dedication to the City. The Subdivider shall coordinate, as feasible, with the respective owner(s) of the utilities for the design of these underground utilities to ensure they can be installed within the PUE to the extent feasible (and except in the event, that additional space beyond the PUE is required, as determined by the utilities owner(s)).

b. The Subdivider shall verify with the respective utility owner(s) if they will allow the installation of private landscaping within the public utility easement. Subdivider shall provide the utilities' owner(s) written notification and receive permission to construct the improvements, prior to the approval of the building permit.

E.5. Building Permit - No building permit will be approved by the City until the Subdivider

demonstrates, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

E.5.1. Payment of the Master Plan Fees for Citywide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park adopted by the City Council on January 7, 2014, per Resolution 2014-010.

E.5.2. Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC, and these Conditions of Approval.

E.5.3. Payment of the Agricultural Conversion or Mitigation Fee as required in Chapter 13.28 of the TMC, and these Conditions of Approval.

E.5.4. Payment of the Regional Transportation Impact Fees (RTIF) as required in Chapter 13.32 of the TMC, and these Conditions of Approval.

E.6. Acceptance of Public Improvements - Public improvements will not be accepted by the City Council until after the Subdivider completes construction of the relevant public improvements, and also demonstrates to the City Engineer satisfactory completion of the following:

E.6.1. Correction of all items listed in the deficiency report prepared by the assigned Engineering Inspector relating to public improvements subject to City Council's acceptance.

E.6.2. 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.

E.6.3. Reasonable written permission from irrigation district or affected owner(s), if applicable, as required in Condition E.10.3, below. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.

E.7. Temporary or Final Building Certificate of Occupancy or Final Building Inspection - No Temporary or Final Building Certificate of Occupancy will be issued by the City until after the Subdivider provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that:

E.7.1. The Subdivider has satisfied all applicable requirements set forth in Condition E.6, above.

E.7.2. The Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the improvements required in these Conditions of Approval. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the 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).

E.7.3. Unless dedicated on the Final Map, signed and notarized Grant Deed with the legal description and plat map that describes the area to be dedicated to the City, for the construction of Valpico Road Improvements.

E.7.4. Unless dedicated on the Final Map, signed and notarized Grant of Public Access Easements, Emergency Vehicle Access Easements, and Utility Easements with legal description and plat maps as applicable.

E.8. Improvement Security – The Subdivider shall provide improvement security for all public facilities, as required by the OIA and these Conditions of Approval. The form of the improvement security may be a surety bond, letter of credit or other form in accordance with section 12.36.080 of the TMC. The amount of improvement security shall be as follows:

E.8.1. Faithful Performance (100% of the estimated cost of constructing the public facilities),

E.8.2. Labor & Materials (100% of the estimated cost of constructing the public facilities), and

E.8.3. Warranty (10% of the estimated cost of constructing the public facilities)

E.9. Release of Improvement Security - Improvement Security(s) described herein shall be released to the Subdivider after City Council's acceptance of public improvements, and after the Subdivider demonstrates, to the satisfaction of the City Engineer, compliance of these Conditions of Approval, and completion of the following:

E.9.1. Improvement Security for Faithful Performance, Labor & Materials, and Warranty shall be released to the Subdivider in accordance with Section 12.36.080 of the TMC.

E.9.2. Written request from the Subdivider and a copy of the recorded Notice of Completion.

E.10. Special Conditions

E.10.1. All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with City Regulations, and City's Design documents including the City's Facilities Master Plan for storm drainage, roadway, wastewater and water adopted by the City, or as otherwise specifically approved by the City.

E.10.2. 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. The Subdivider shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit.

E.10.3. The Subdivider shall abandon or remove all existing irrigation structures, channels and pipes, if any, as directed by the City after coordination with the irrigation district, if the facilities are no longer required for irrigation purposes. If irrigation facilities including tile drains, if any,

are required to remain to serve existing adjacent agricultural uses, the Subdivider will design, coordinate and construct required modifications to the facilities to the satisfaction of the affected agency and the City. Written permission from irrigation district or affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.

E.10.4. Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or another public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the Grading Permit, Encroachment Permit, Building Permit, Improvement Plans, and OIA, if the City Engineer finds it necessary due to public health and safety reasons, and it is in the best interest of the City. The 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.

F. Fire Department Conditions of Approval

1. Prior to occupancy of any structures, monitored NFPA 13-R automatic sprinkler and smoke alarm systems must be installed.
2. Trees planted along fire apparatus access roads or alleys shall be maintained/pruned to provide the minimum 13.5 feet of clear vertical height or the variety provided shall be the type which will not naturally encroach into this right-of-way for emergency vehicle access.
3. Any cul-de-sac bulb that cannot accommodate fire truck turning with on-street parking shall be striped and signed "no parking" to the satisfaction of the Fire Chief.
4. All alleys shall be signed and striped "no parking" to ensure a 20-foot clear travel way at all times for emergency vehicle access.

G. Public Works Conditions of Approval

1. The City requires that the Tracy Village Development project homeowners association (HOA) provide for maintenance of all landscape areas within the project boundaries, and shall join a Community Facilities district (CFD) for landscape maintenance adjacent to the project within the City's right-of-way along both Corral Hollow and Valpico Roads. While required to join the CFD, it will be kept in a "dormant" status for the private streets landscape maintenance and only activated if the HOA does not provide for maintenance as needed. Landscape maintenance on each privately owned lot will be the responsibility of the individual homeowners.

2. Landscaping shall be provided consistent with standard details of the City Master Plans.

3. The developer shall coordinate with the City's trash collector (currently Tracy Delta disposal) to allow for access through the entry gates, and shall either plan for manual collection on the alley-loaded lots, or ensure that the toters are located for pick-up by the trucks on the right hand side only.

Exhibit "C"
Location Map

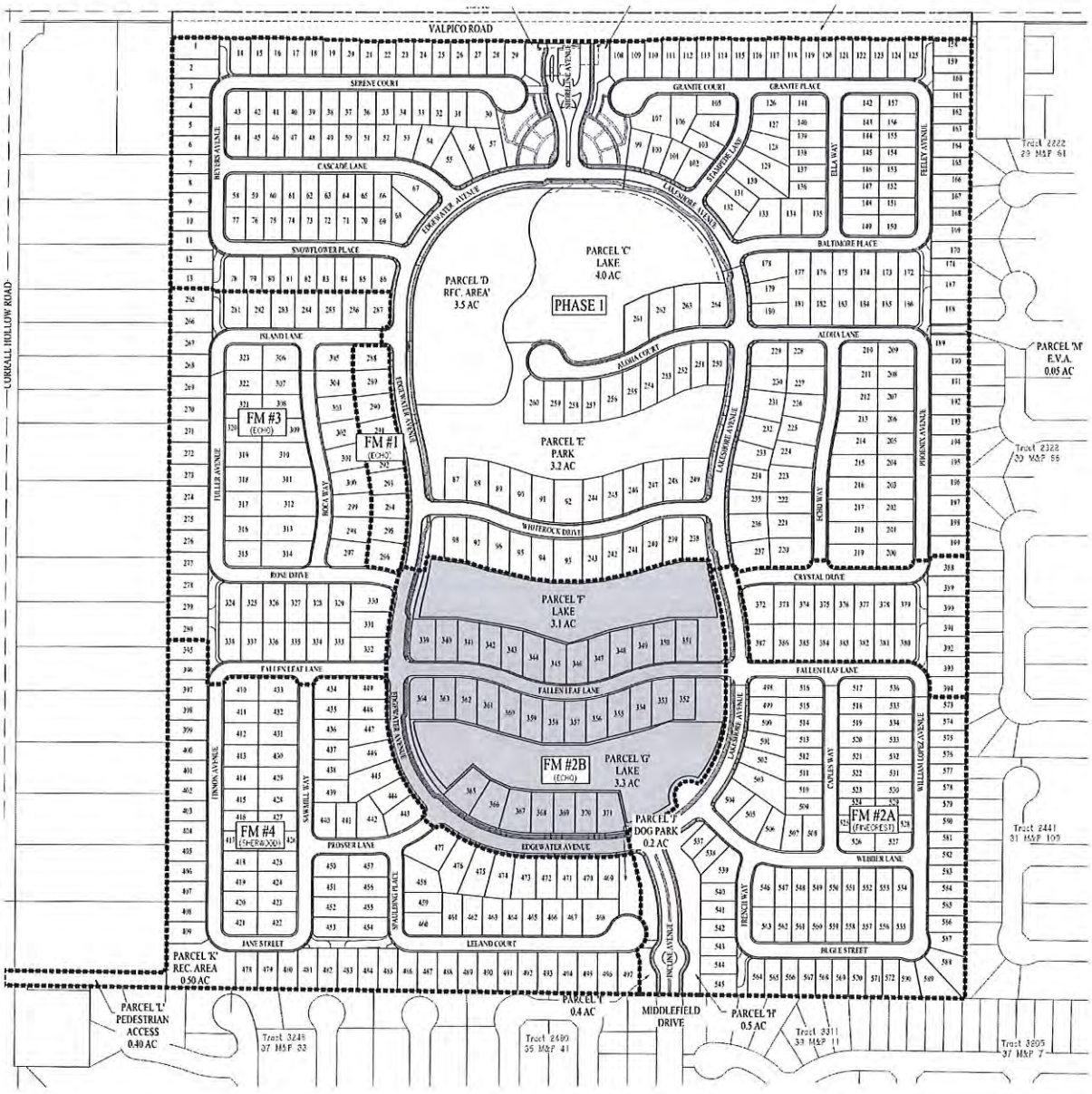

EXHIBIT "D"
PAGE 1 OF 1

Name of Person	Company Name	Telephone Number
Steve Savage	Toll Brothers	(925) 249-6032
Gordon Zanin	CBG Civil Engineers	(925) 866-0322

Remainder of the Page Intentionally Left Blank

Exhibit 3

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
Tracy Village Neighborhood 2C
Tract 4159

This **Subdivision Improvement Agreement** ("**Agreement**") is entered into between the City of Tracy, a municipal corporation ("**City**"), and **TOLL WEST INC.** which will do business in California as Toll Brothers West Inc., a Delaware corporation (hereinafter "Subdivider").

Recitals

A. Subdivider is currently the owner of the real property located at south side of Valpico Road and east of Corral Hollow Road ("**Property**"), and more particularly described in **Exhibit "A"**, attached and incorporated herein by its reference.

B. On May 15, 2018, the Tracy City Council ("City Council") adopted the Tracy Village Specific Plan and approved various related land use entitlements including Application No. TSM17-0003 and approved by Resolution No. 2018 087 (the "***Tentative Subdivision Map for Tracy Village, Tract No 3917***"). The project includes 590 single-family dwelling units and would include three manmade lakes totaling approximately 10 acres, along with a community recreation center with pool, spa and bocce courts, open space and trails/pathways. The project also includes the proposed annexation into the City of an additional 42 residential properties. The Tentative Subdivision Map is on file with the City Clerk and is incorporated herein by this reference.

C. The Tentative Map approval was subject to certain conditions of approval ("**Conditions**"). The Conditions are attached here as **Exhibit "B"** and incorporated by reference. Among other things, the Conditions describe improvements that are required for approval of a final map under the Subdivision Map Act, the City's 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), the Subdivider has submitted to the City the Final Subdivision Map ("**Final Map**") for Tract No. 4159 - Tracy Lakes Neighborhood 2C, consisting of 23 single family residential lots and other parcels to be owned by Homeowner's Association located on approximately 3.91 acres within the boundaries of the aforementioned 590 lot Tracy Village Project. Exhibit "C" shows the overall Tracy Village project area and the location of the Final Subdivision Map for Tract 4159 – Tracy Lakes Neighborhood 2C ("**Project**" or "**Project site**").

E. In accordance with the Conditions of Approval, the Subdivider has prepared, and the City Engineer has approved certain Improvement Plans and Specifications (which incorporate portions of the City's Standard Specifications) which describe in more detail the improvements that are required for approval of the Final Map. The Plans and Specifications are incorporated herein by reference. The approved "Plans and Specifications" includes: fifteen (15) sheets of improvement plans entitled "*Tracy Lakes – Phase 2B Improvement Plans Tract 4158 & 4159*" prepared by CBG Civil Engineers, San Ramon, CA.; and two (2) sheets of joint trench plans entitled "Joint Trench Composite Plan, Tracy Lakes Phase 2 – Calero 2, prepared by Giacalone Design Services, Inc. Pleasanton, CA. The Improvement Plans, Joint Trench Plan and Street Light Plans are on file with the City Engineer under Tracking Number ENG 23-0004and are incorporated herein by reference.

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

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location.** Subdivider shall perform, or cause to be performed, the Work described in the Plans and Specifications and the Conditions ("**Work**"), to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at Subdivider'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. Subdivider 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).

   Subdivider shall perform all Work at the locations and grades shown on the Plans and Specifications. Subdivider (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 Subdivider'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. Work shall begin 60 days after the Effective Date of this Agreement, in compliance with the requirements in Section 2.1. Effective Date is defined as the date on which the City executes the Agreement. Subdivider 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 fifteen (15) days before the beginning of Work, Subdivider shall provide written notice to the City Engineer of the date on which Subdivider will begin Work. Subdivider shall not begin Work until after the notice required by this section is properly provided, and Subdivider 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, Subdivider shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Subdivider's prosecution of the Work.

   2.3 **Completion of Work.** Subdivider shall complete all Work by no later than December 1, 2025 after Subdivider'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) Subdivider submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Subdivider pays all processing fees for such time extension.

3. **Improvement Security.** Concurrently with Subdivider's execution of this Agreement, and before beginning any Work, Subdivider shall furnish contract security, in a form authorized by the

Subdivision Map Act (including Government Code sections 66499 et seq.) and Tracy Municipal Code section 12.36.080, in the following amounts:

3.1 **Faithful Performance** security in the amount of **$280,000.00** 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 **$280,000.00** to secure payment by Subdivider to laborers and materialmen under Government Code sections 66499.2, 66499.3, and 66499.4.

3.3 **Warranty** security in the amount of **$28,000.00** 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 **$3,000.00** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

4. **Indemnification.** Subdivider shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Subdivider or Subdivider'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 13, 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, Subdivider's obligations under this Section 4 are in addition to all other Subdivider's obligations set forth in this Agreement and shall not affect Subdivider's warranty obligations set forth in Section 13, below.

5. **Insurance.** Concurrently with the execution of this Agreement by Subdivider, and before beginning any Work, Subdivider 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.** Subdivider shall, throughout the duration of this Agreement, maintain insurance to cover Subdivider, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

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

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

5.6 **Endorsements.** Subdivider 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 Subdivider'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, Subdivider's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Subdivider's insurance and shall not contribute with it.

5.6.3 Subdivider 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.** Subdivider 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. Subdivider shall immediately obtain a replacement policy.

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

5.9 **Insurance Certificate.** Subdivider 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) calendar days before the policy expiration date of any insurance policy required by this Agreement, Subdivider shall provide a substitute certificate of insurance.

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

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

7. **Default.**

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

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

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

7.2.2 Subdivider abandons the Project site.

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

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

7.2.5 Subdivider violates any legal requirement related to the Work.

7.3 If Subdivider fails to cure the default within thirty (30) days, or provide adequate written assurance to the satisfaction of the City Engineer that the cure will be promptly 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 Subdivider 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 Subdivider complete performance of the Work.

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

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

9. **Repair of any Damage.** In the event and to the extent Subdivider or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Subdivider shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

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

Concurrently with Subdivider's execution of this Agreement and before the beginning of any Work, Subdivider 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, Subdivider shall pay all such costs and provide a report directly to the City.

11. **Subdivider's Authorized Representative.** At all times during the progress of the Work, Subdivider shall have a competent foreperson or superintendent (Superintendent) on site with authority to act on behalf of Subdivider. Subdivider 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. Exhibit "C" attached hereto includes the initial contact information referenced in this Section 11.

12. **Acceptance of Work.** Before the City Council's acceptance of the Work, Subdivider is solely responsible for maintaining the quality of the Work and maintaining safety at the Project site. Subdivider'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.

13. **Warranty Period.** Subdivider shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. 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 Subdivider under this Agreement, Subdivider shall be in default of this Agreement and shall without delay and without any cost to City repair, replace, or reconstruct any defective improvements.

14. **Notices.**

14.1 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:

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

Attn: City Engineer
notice@cityoftracy.org

With a copy to

City Attorney's Office
333 Civic Center Plaza
Tracy, CA 95376

Attn: City Attorney
attorney@cityoftracy.org

To Subdivider:

Toll West Inc. dba in California as
Toll Brothers West Inc.,
a Delaware corporation

Attn: Steve Savage
6800 Koll Center Pkwy, Ste.320,
Pleasanton, CA, 94566

Tel: (925) 249-6032
Email: ssavage@tollbrothersinc.com

With a copy to

Toll West Inc.
Attn: Yolanda Rodriguez
Chief Transactional Counsel
1140 Virginia Drive
Fort Washington, PA 19034

Tel: (215) 938-8216
Email: yrodriguez2@tollbrothers.com

14.2 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.

15. **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. Notwithstanding the foregoing, any changes requested or approved by, or consented to by the City during in-field inspections do not need to be made in writing provided that they are reflected on the as-builts.

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

17. **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.

18. **Assignment and Delegation.** This Agreement and any portion of it may not be assigned or transferred, nor shall any of Subdivider'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.

19. **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.

20. **Permits, Licenses, and Compliance with Law.** Subdivider shall, at Subdivider's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Before City signs the Agreement, Subdivider shall obtain a City of Tracy Business License. Subdivider shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

21. **Entire Agreement; Exhibits; Severability.** The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

    A. Legal Description of Property (Recital A.)
    B. Conditions of Approval (Recital D.) – Tract 3917 COA attached
    C. Location Map
    D. Subdivider's Authorized Representative Information (Section 11.)

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.

22. **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.

[SIGNATURES ON FOLLOWING PAGE]

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. _____.]

Subdivider

_____

By: Steve Savage
Title: Vice President
Date: 12-6-23

Federal Employer Tax ID No.
83-3070946

Attest:

_____
By: Adrianne Richardson, City Clerk

Approved As To Form:

_____
By: Bijal M. Patel, City Attorney

ACKNOWLEDGMENT

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

State of California
County of Alameda)

On December 13, 2023 before me, Rosana Haydee Martinez Sedano, Notary Public
(insert name and title of the officer)

personally appeared Steve Savage,
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.

ROSANA HAYDEE MARTINEZ SEDANO
Notary Public – California
Alameda County
Commission # 2404926
My Comm. Expires May 20, 2026

Signature _____ (Seal)

Exhibit "A"

LEGAL DESCRIPTION

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

PARCEL C, AS SHOWN ON THAT CERTAIN MAP ENTITLED, TRACT NO. 4156, TRACY VILLAGE NEIGHBORHOOD 1, FILED FOR RECORD on April 28, 2023 IN BOOK 44 OF MAPS AND PLATS, PAGE 50,
SAN JOAQUIN COUNTY RECORDS.

City of Tracy
Conditions of Approval

Tracy Village
Application Number (Tract 3917)
May 15, 2018

These Conditions of Approval shall apply to the real property described as the Tracy Village Development. The Tracy Village Development Project is proposed as a gated community consisting of 590 single-family detached residential homes, and would include three man-made lakes totaling approximately 10 acres, along with a community recreation center with pool, spa and bocce courts, open space and trails/pathways (Assessor's Parcel Number 244-040-01 and 244-030-01 and 02), located on the south side of Valpico Road, east of Corral Hollow Road. The project also includes the proposed annexation into the City of an additional 42 residential properties (Residential Annexation Area) fronting Corral Hollow Road and Valpico Road, and an adjoining drainage canal north of Valpico Road (Parcel Numbers 244-030-03 through 22 and 242-050-01 through 21, and 242-040-29).

The following definitions shall apply to these Conditions of Approval:

1. "Applicant" means any person, or other legal entity, defined as a "Developer."

2. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed engineer designated by the City Manager, or the Development Services Director, or the City Engineer to perform the duties set forth herein.

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 (also known as Urban Management Plan), the Tracy Municipal Code, ordinances, resolutions, policies, procedures, and the City's Design documents (the Streets and Utilities Standard Plans, Design Standards, Parks and Streetscape Standard Plans, Standard Specifications, and Manual of Storm Water Quality Control Standards for New Development and Redevelopment, and Relevant Public Facilities Master Plans).

4. "Conditions of Approval" shall mean the conditions of approval applicable to the Tracy Village Development project. The Conditions of Approval shall specifically include all Development Services Department, including Planning, Engineering, and Building Divisions, Finance Department, Fire Department, and Public Works conditions set forth herein.

5. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.

6. "Project" means the real property consisting of approximately 135 acres located on the south side of Valpico Road, east of Corral Hollow Road, Assessor's Parcel Number 244-040-01, and 244-030-01 and 02, and 42 residential properties fronting Corral Hollow Road and Valpico Road (Parcel Numbers 244-030-03 through 22 and 242-050-01 through 21 and 242-040-29).

7. "Property" means the real property generally located on the south side of Valpico Road, east of Corral Hollow Road, Assessor's Parcel Number 244-040-01, 244-030-01 and 02, and 42 residential properties fronting Corral Hollow Road and Valpico Road (Parcel Numbers 244-030-03 through 22 and 242-050-01 through 21, and 242-040-29).

8. "Subdivider" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. "Subdivider" also means Developer. The term "Developer" shall include all successors
in interest.

B. Planning Division Conditions of Approval:

1. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, *et seq.*), the Subdivision Map Act (Government Code sections 66410, *et seq.*), the California Environmental Quality Act (Public Resources Code sections 21000, *et seq.*, "CEQA"), and the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 15000, *et seq.*, "CEQA Guidelines").

2. Unless specifically modified by these Conditions of Approval, the Project shall comply with all City Regulations.

3. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all mitigation measures identified in the Tracy Village Development Project Environmental Impact Report dated April 11, 2018.

4. Pursuant to Government Code section 66020, including section 66020(d)(1), the City HEREBY NOTIFIES the Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) will begin on the date of the conditional approval of this Project. If the Developer fails to file a protest within this 90-day period, complying with all of the requirements of Government Code section 66020, the Developer will be legally barred from later challenging any such fees, dedications, reservations or other exactions.

5. Except as otherwise modified herein, all construction shall be consistent with the Vesting Tentative Subdivision Map received by the Development and Engineering Services Department on April 2, 2018 and as modified on the project site plan and Tracy Village Specific Plan dated March 2018.

6. Prior to the issuance of any building permits for the community buildings, the applicant shall provide a detailed landscape and irrigation plan consistent with City landscape and irrigation standards and the approved plan, including, but not limited to Tracy

Municipal Code Section 10.08.3560, the City's Design Goals and Standards, and the applicable Department of Water Resources Model Efficient Landscape Ordinance on private property, and the Parks and Parkways Design Manual for public property, to the satisfaction of the Development Services Director. Newly planted, on-site trees shall be a minimum size of 24-inch box and shrubs shall be a minimum size of five gallons.

7. No signs are approved as a part of this development application. Prior to the installation of any signs, the applicant shall submit a sign permit application and receive approval from the Development Services Director in accordance with City Regulations.

8. Prior to the issuance of any building permits, the developer shall document compliance with the City of Tracy Manual of Stormwater Quality Control Standards for New Development and Redevelopment (Manual) to the satisfaction of the Public Works Director, which includes the requirement for Site Design Control Measures, Source Control Measures and Treatment Control Measures under the guidelines in a project Stormwater Quality Control Plan (SWQCP). Compliance with the Manual includes, but is not limited to, addressing outdoor storage areas, trash enclosures, parking areas, any wash areas and maintenance areas. The SWQCP must conform to the content and format requirements indicated in Appendix D of the Manual and must be approved by the Public Works Director prior to issuance of grading or building permits. Stormwater treatment shall be consistent with the approved plans, subject to approval by the City's Utility Department.

9. The project shall comply with all applicable provisions of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan, including Incidental Take Minimization Measures applicable at the time of permit and a pre-construction survey prior to ground disturbance, to the satisfaction of San Joaquin Council of Governments.

10. The developer shall design and construct all buildings with fire sprinklers in accordance with City Regulations to the satisfaction of the Fire Marshal.

11. Development of the 42 residential properties (Residential Annexation Area) shall be governed by the following: The majority of the 42 lots are developed with detached single-family residences, and are served by private wells and septic systems. Connection to city water and sewer systems shall be voluntary, unless new residential development (building permits for new construction) is proposed by the property owners.

12. The project shall utilize the building elevations as shown in the Tracy Village Specific Plan for the Tracy Village residential community, consistent with requirements of the City Design Standards and Guidelines and the project Planned Unit Development provisions. The final design plans shall be subject to review and approval of the Development services Director prior to first building permit issuance.

13. All of the houses that border existing developed lots on the west, east and south sides of the Tracy Village project shall be limited to a single-story in height.

14. All common area lots and open spaces, including landscaping, shall be maintained by the Project homeowner's association (HOA). Final covenants, conditions and restrictions (CC&Rs) shall be submitted to the City for review and approval prior to their recordation. The CC&Rs shall be recorded prior to City issuance of a grading plan or improvement plans for the Project.

15. All proposed Emergency Vehicle Access (EVA) points connecting the project to public streets shall be built subject to Fire Department and Engineering Division approval, including with respect to width, loads, turn radius, and use of gates or other barriers.

16. All vents, gutters, downspouts, flashing, electrical conduit, and other wall-mounted or building-attached utilities shall be painted to match the color of the adjacent surface or otherwise designed in harmony with the building exterior to the satisfaction of the Development Services Director.

17. All ground-mounted equipment, including, but not limited to air conditioning units, water heaters, gas meter and utility boxes shall be screened form view from common areas with decorative walls, fences or landscaping, to the satisfaction of the Development Services Director.

18. Prior to final inspection or certificate of occupancy, all exterior and parking area lighting shall be directed downward or shielded, to prevent glare or spray of light into any adjacent properties, to the satisfaction of the Development Services Director.

19. All PG&E transformers, phone company boxes, Fire Department connections, backflow preventers, irrigation controllers, and other on-site utilities, shall be vaulted or screened from view from any public right-of-way, behind structures or landscaping, to the satisfaction of the Development Services Director.

20. Prior to the issuance of a building permit, the Developer shall submit detailed trash and recycling enclosure plans which include the following, to the satisfaction of the Development Services Director: the walls shall be of masonry construction, at least eight feet in height, include solid metal doors, a solid roof, and an interior perimeter concrete curb. The enclosures shall include exterior color and material compatible with adjacent or nearby building exteriors of the project.

21. Prior to the issuance of a building permit, the developer shall design a recycling program consistent with State Assembly Bill 341, to the satisfaction of the Public Works Director. The program shall include or have access to enclosures with adequate space for both refuse and recycling and shall be incorporated with the trash and recycling enclosures. Each enclosure shall have signs that clearly indicate refuse and recycling locations as well as prohibition of scavenging. The program shall include recycling options or elements at the pool area and other common areas for the residents.

22. The developer shall be required to pay all applicable City impact fees, including park fees. No fee credit shall be given for the developer private parks and facilities within the Tracy Village Development.

C. Finance Department Conditions of Approval

1. Prior to recording the Final Map, the applicant shall do one of the following, subject to the approval of the Finance Director:

a. CFD or other funding mechanism. The applicant shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that prior to the issuance of the first building permit, the applicant will form a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for funding the on-going operational costs of providing Police services, 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. 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 applicant shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that prior to the issuance of the first building permit, the applicant 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.

If the provisions for adequate funding of the on-going operational costs of providing Police services, Public Works services and other City services are met prior to issuance of the first building permit for the project, subject to the Finance Director's review and approval, the terms of this condition shall be considered to have been met and this condition shall become null and void.

D. Building Division Conditions of Approval

1. The developer shall demonstrate that the proposed residential buildings are designed and constructed in conformance with all applicable City and State Regulations to the satisfaction of the Chief Building Official, including but not limited to CalGreen Building Standards and Title 24-11A accessibility standards.

2. The developer shall demonstrate that all improvements, in-tract and offsite, required to serve the Project Site described by the final map and Vesting Tentative Subdivision Map are in accordance with the City Regulations. The Improvement Plans shall specifically include all the requirements specified below.
    a. The Improvement Plans shall consist of the Grading and Storm Drainage Plans, Irrigation and Landscaping Plans, Composite / Joint Utility Plans, In-tract Civil and Utility Plans, Street Lighting Plans, Sewer Plans, Water Distribution Plans, Fire Hydrant distribution Plans, Signing and Striping Plans, Masonry Wall Plans, and Storm Water Plans, Curb, Sidewalk, Gutter, Fire Department EVA road and additional associated features, Road profiles and construction details, Handicap Accessibility Plans and construction details in accordance with City of Tracy Standards and Regulations.
    b. Improvement plans shall also include Lake Construction plans to include but not limited to retaining walls, all applicable distribution features, piping, pumps, out-fall structures, inlets and connection to City storm water.
    c. All supporting engineering calculations, soils reports, material and technical specifications, and reports related to the design of the subdivision improvements, and as required by the City Engineer shall be provided. The engineering calculations shall include calculations for determining the size and capacity of sewer, water and storm drainage facilities.
3. No Temporary or Final Building Certificate of Occupancy will be issued by the City (excluding model homes) until after the Subdivider provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that the Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the improvements required in these Conditions of Approval.
4. All gates are to be accessible by the Fire Department in the case of an emergency, by means such as a Knox box, Knox padlock, Opticon sensors or other means to the satisfaction of the Fire Chief and Chief Building Official.
5. All hydrants, FDCs and DDCVs shall be provided with a minimum of three feet of clearance at all times. Therefore, landscaping shall be designed so that no adjacent plants can grow into and obscure these pieces of equipment.

E. Engineering Division Conditions of Approval

E.1. General Conditions

The Subdivider shall comply with the applicable requirements of the approved documents, technical analyses/ reports prepared for the Project listed as follows:

a) "Tracy Village Traffic Impact Impact Analysis", prepared by Kimley-Horn

Associates, dated March 14, 2018, and Memorandum titled "Tracy-Village – Tentative Map Review" prepared by Kimley-Horn Associates, dated February 12, 2018 and any subsequent amendments and updates (Collectively "Traffic Report").

b) "Tracy Village Water Distribution System Hydraulic Network Analysis", prepared by West Yost Associates, dated February 16, 2018, and any subsequent amendments and updates. ("Water Report")

c) Technical Memorandum by Storm Water Consulting, Inc., dated January 8, 2018, and any subsequent amendments and updates. ("Storm Drainage Report").

E.2. Grading Permit

The Subdivider shall submit all relevant documents related to grading permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

E.2.1. Grading and Drainage Plans prepared on a 24" x 36" size polyester film (mylar). Grading and Drainage Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil Engineer.

a) The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Building Official and Fire Code Official prior to submitting the mylars to Engineering Division for City Engineer's approval.

b) Prior to the issuance of Grading Permit for the Project, Subdivider shall submit improvement plans and secure approval of plans from the City's Building Division, for the design of on-site sewer improvements and the Project's sewer connection.

E.2.2. Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

E.2.3. Two (2) copies of the Project's Geo-technical /Soils Report prepared by Geo-technical Engineer.

E.2.4. Copy of recorded slope easements or construction/grading easements on adjacent properties (if applicable).

E.2.5. Three (3) sets of the Storm Water Pollution Prevention Plan (SWPPP) for the Project with a copy of the Notice of Intent (NOI) submitted to the State Water Quality Control Board (SWQCB) and any relevant documentation or written approvals from the SWQCB, including the Wastewater Discharge Identification Number (WDID#).

a. After the completion of the Project, the Subdivider is responsible for filing the Notice of Termination (NOT) required by SWQCB. The Subdivider shall provide the City with a copy of the completed Notice of Termination.

b. The cost of preparing the SWPPP, NOI and NOT, including the filing fee of the NOI and NOT, shall be paid by the Subdivider.

c. The Subdivider shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the applicable provisions of the City's Storm Water Management Program.

E.2.6. Two (2) sets of the Project's Geotechnical Report signed and stamped by a licensed Geotechnical Engineer licensed to practice in the State of California.

a. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, pavement design recommendations, and elevation of the highest observed groundwater level.

E.2.7. 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 Measure AQ-1 of the Mitigation Monitoring and Reporting Program of the Environmental Impact Report (EIR).

E.2.8. A copy of the approved Air Impact Assessment (AIA) with an Indirect Source Review (ISR) from San Joaquin Valley Air Pollution Control District (SJVAPCD).

E.2.9. Two (2) sets of Hydrologic and Storm Drainage Calculations for the design of the on-site storm drainage system and for determining the size of the project's storm drainage connection, as required in Conditions E.4.2.d and E.4.3.k, below.

E.3. Encroachment Permit – Subdivider shall submit all relevant documents related to encroachment permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

E.3.1. Improvement Plans prepared on a 24" x 36" size 4-mil thick polyester film (mylar), if necessary that incorporate all the requirements described in these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

a. The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Building Official and Fire Code Official prior to submitting the mylars to Engineering Division for City Engineer's approval.

E.3.2. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

E.3.3. Traffic Control Plan shall be prepared under the supervision of, signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California, as required in Condition E.4, below.

E.3.4. Tracy's Fire Official's signature on the Improvement Plans indicating their approval for the fire service connection and fire and emergency vehicle access for the Project.

E.3.5. Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement

Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA. The Subdivider's obligations in the OIA shall be deemed to be satisfied upon City Council's acceptance of the public improvements and release of the Improvement Security.

E.3.6. Check payment for the applicable of engineering review fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable fees as required by these Conditions of Approval. The engineering review fees will be calculated based on the fee rate adopted by the City Council on May 17, 2016, per Resolution 2016-094.

E.4. Improvement Plans - Improvement Plans shall contain the design, construction details and specifications of public improvements and all subdivision 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. The Improvement Plans shall be completed to comply with City Regulations, these Conditions of Approval, and the following requirements:

E.4.1. The Improvement Plans including the Grading and Drainage Plans prepared in accordance with the City's Subdivision Ordinance and Design Standards. The improvement plans for all improvements (onsite and off-site) required to serve the Project in accordance with the City Design Documents, and these Conditions of Approval.

a. The Improvement Plans shall be prepared in mylar with the standard title and signature block.

b. The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylar including signatures by the Chief Building Official and Fire Code Official or Fire Safety Officer, prior to submitting the mylars to Engineering Division for City Engineer's approval.

E.4.2. The improvement plans shall be prepared to specifically include, but not be limited to, the following items:

a. All existing and proposed utilities such as domestic water line, irrigation service, fire service line, storm drain, and sanitary sewer, including the size and location of the pipes.

b. All supporting engineering calculations, materials information or technical specifications, cost estimate, and technical reports.

c. Two (2) copies of the Project's Geotechnical /Soils Report, prepared or signed and stamped by a Geotechnical Engineer.

d. The Project's on-site drainage connections to City's storm drainage system and on-site storm water treatment as approved by the City Engineer. Improvement Plans to be submitted with the hydrology and storm drainage calculations for the sizing of the on-site storm drainage system.

e. Three (3) sets of the Project's Storm Water Pollution Prevention Plan (SWPPP), Best

Management Practices (BMPs) and a copy of the Notice of Intent (NOI) with the State-issued Wastewater Discharge Identification number (WDID#).

E.4.3. Grading and Storm Drainage Plans

Site Grading

a. Include all proposed erosion control methods and construction details to be employed and specify materials to be used.

b. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Geotechnical Engineer. A copy of the Project's Geotechnical Report must be submitted with the Grading and Storm Drainage Plans.

c. Site grading shall be designed such that the Project's storm water can gravity drain directly to an existing storm drain system with adequate capacity to drain storm water from the Project Site in the event that the on-site storm drainage system fails or is clogged. The storm drainage release point is recommended to be at least 0.70 foot lower than the building finish floor elevation and shall be improved to the satisfaction of the City Engineer.

d. When the grade differential between the Project Site and adjacent property(s) exceeds 12 inches, a reinforced or masonry block, or engineered retaining wall is required for retaining soil. The Grading Plan shall show construction detail(s) of the retaining wall or masonry wall. The entire retaining wall and footing shall be constructed within the Project Site. A structural calculation shall be submitted with the Grading and Storm Drainage Plans.

e. An engineered fill between the Project site and adjacent properties may be accepted as a substitute of a retaining wall, if the grade differential is less than 2 feet and subject to approval by the City Engineer. The Grading and Storm Drainage Plans must show the extent of the slope easement(s). The Subdivider shall be responsible for obtaining permission from owner(s) of the adjacent and affected property(s). The slope easement must be recorded, prior to the issuance of the final building certificate of occupancy.

Storm Drainage

f. The Subdivider shall design and install the Project's storm drainage connection(s) to the City's storm drain facilities per the City of Tracy Citywide Stormwater Master Plan and the "Storm Drainage Study" and as required by the City Engineer.

g. The Subdivider shall submit design calculations and obtain approval of improvement plans for the off-site storm drain line to connect to existing channel at Sycamore Parkway. The Subdivider shall execute Offsite Improvement Agreement prior to beginning of work. The Subdivider will be required to overlay half street section on Valpico Road along the full length of the storm drain line after completion of installation of the storm drain line.

h. All on-site SD facilities, lakes, channels and associated facilities including the proposed connection(s) to the City's public drainage facilities, shall be owned and maintained by the HOA.

i. The Subdivider shall provide a Stormwater Quality Control Plan (SWQCP) detailing the methods in which the development will address compliance with the applicable City's Multi-Agency Post-Construction Stormwater Standards Manual (Manual).

The proposed stormwater treatment within the lake system will be subject review and approval by the City. Prior to the issuance of the grading permit for the project, the SWQCP shall be approved by the City Engineer.

j. Prior to the final inspection of the first building to be constructed on the Property, the Subdivider shall submit a signed and notarized Stormwater Treatment Facilities Maintenance Agreement (STFMA) as a guarantee for the performance of Subdivider's responsibility towards the repair and maintenance of on-site storm water treatment facilities. Calculations related to the design and sizing of on-site storm water treatment facilities must be submitted with the STFMA and the Grading and Storm Drainage Plans.

E.4.4. Sanitary Sewer Facilities

a. The Subdivider shall design and install sanitary sewer facilities including the Project's sewer connection in accordance with City Regulations and utility improvement plans approved by the City Engineer.

b. The Subdivider shall build and dedicate, to the satisfaction of the City Engineer, public sewer mains, manholes and associated improvements required to serve the entire subdivision. All public infrastructure shall be located in the private subdivision roadways. The Subdivider shall provide easements, to the satisfaction of the City Engineer, across the entire road plus 5 feet on either side as measured from the back of curb. Repair and maintenance of all sewer lines outside of easements which includes (but it not limited to) laterals and appurtenances shall be a private maintenance obligation either from the fronting property owner, HOA, or another City approved maintenance entity.

c. In the event the permanent sewer main in Corral Hollow Road and downstream improvements required to provide permanent capacity for the Project have not been constructed (by others) at the time of request for first building permit within the Project, the Subdivider shall complete the design and install master plan facilities within Corral Hollow Road from the Project to Node 4W-1 as shown in Figure 5-1 of Tracy Wastewater Master Plan.

d. Interim capacity in the existing sewer main north of Node 4W-1 may be temporarily available and the Project may be permitted to utilize existing capacity in the system north of Node 4W-1 subject to verification of availability of capacity in the existing facilities by completion of a technical analysis by City's Consultant ("Interim Sewer Capacity Analysis"). The cost of the Interim Sewer Capacity Analysis shall be funded by the Subdivider, and shall be completed prior to issuance of first building permit. If the Interim Sewer Capacity Analysis indicates that there is no capacity available for the Project, the Subdivider shall design and construct master plan facilities to provide additional capacity per the Wastewater Master Plan.

e. The Subdivider shall design and install wastewater services to existing homes on the north side of Valpico Road as part of the Offsite Improvements. The subdivider will be eligible for fee credits for the cost of installation of the water services.

f. In order to facilitate installation of wastewater service connections to existing homes fronting Corral Hollow Road as part of City's CIP project, a funding requirement in the amount of $100,000 has been identified. The Subdivider shall pay to the City the amount specified above within 30 days from written request from the City Engineer. City will identify funding source for reimbursement of the amount to the Subdivider, and enter into a Reimbursement Agreement prior to payment by the Subdivider.

g. The Subdivider is hereby notified that the City has limited wastewater treatment capacity in the City's Wastewater Treatment Plant until current and future expansion capital improvement projects are completed and operational. As of January 2017, the City had an unused capacity of approximately 1851 EDU's within its wastewater treatment plant available to new development within the City on a first come-first served basis. These EDU's are currently available to serve the proposed project, but as other development projects within the City come forward and building permits are issued, this remaining capacity will be reduced.

E.4.5. Water Distribution System

a. Water line sizing, layout and looping requirements for this Project shall comply with recommendations of the analysis by the City's Water Consultant.

b. If development of the Project is phased (e.g., the north part of the Project is developed as Phase 1 and the south part of the Project is developed as Phase 2), both connections to the City's existing potable water system (at Valpico Road and at Middlefield Drive), should be constructed with the first phase of development to provide for water supply redundancy and ensure adequate fire flow availability under all phases of Project development.

c. All water connections that are bigger than 2 inches in diameter shall be Ductile Iron Pipe (DIP).

d. During the construction of the Project, the Subdivider is responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the City of Tracy Fire Code Official.

e. All costs associated with the installation of the Project's permanent water connection(s) as identified in the Water Study including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings, replacing traffic detecting loops, conduits, and wires, relocating existing utilities that may be in conflict with the water connection(s), and other improvements shall be paid by the Subdivider.

f. Subdivider shall obtain an account for the water service to the Project and register the water meter with the Finance Department. Subdivider shall prepare and submit a map depicting the location of the water meter(s) to Finance Department.

g. If water main shut down is necessary, the City will allow a maximum of 4-hour water supply shutdown. The Subdivider shall be responsible for notifying residents or business owner(s), regarding the water main shutdown. The written notice, as approved by the City

Engineer, shall be delivered to the affected residents or business owner(s) at least 72 hours before the water main shutdown. Prior to starting the work described in this section, the Subdivider shall submit a Water Shutdown Plan and Traffic Control Plan to be used during the installation of the offsite water mains.

h. The Subdivider shall design and install domestic water service connections, including remote-read water meter (the water meter to be located within City's easement) in accordance with City Regulations.

i. The Subdivider shall build and dedicate, to the satisfaction of the City Engineer, public water mains, valves, fittings, fire hydrants and associated improvements required to serve the entire subdivision. All public infrastructure shall be located in the private subdivision roadways. The Subdivider shall provide easements, to the satisfaction of the City Engineer, across the entire road plus 5 feet on either side as measured from the back of curb to maintain the valves, fitting, fire hydrants and other associated improvements. Repair and maintenance of all water lines outside of easements which includes (but it not limited to) laterals, meters and appurtenances shall be a private maintenance obligation either from the fronting property owner, HOA, or another City approved maintenance entity.

j. The Subdivider shall design and install fire hydrants at the locations approved by the City's Fire Safety Officer and Chief Building Official. Prior to the approval of the Improvement Plans, the Subdivider shall obtain written approval from the City's Fire Safety Officer and Chief Building Official, for the design, location and construction details of the fire service connection to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.

k. The Subdivider shall design and install water services to existing homes on the north side of Valpico Road as part of the Offsite Improvements. The Subdivider will be eligible for fee credits for the cost of installation of the water services.

l. In order to facilitate installation of water service connections to existing homes fronting Corral Hollow Road as part of City's CIP project, a funding requirement in the amount of $100,000 has been identified. The Subdivider shall pay to the City the amount specified above within 30 days from written request from the City Engineer. City will identify funding source for reimbursement of the amount to the Subdivider, and enter into a Reimbursement Agreement prior to payment by the Subdivider.

m. Recycled Water

On-site Recycled Water is proposed to fill and maintain the water levels in the proposed project's lakes. On-site and off-site recycled water lines shall be designed per City Standards and applicable Regulations. The Subdivider shall install Recycled Water main in Valpico Road with construction of required roadway improvements on Valpico Road.

City will be installing Recycled Water facilities from the Wastewater Treatment Plant upto the intersection of Lammers Road and Old Schulte Road. Prior to final inspection of 150th home excluding model homes, the Subdivider shall complete installation of Recycled Water facilities from the Project to the intersection of Lammers Road and Old Schulte Road to connect

to Recycled Water line, if City's project has installed the Recycled Water Mains from the WWTP upto this junction.

If City's Recycled Water facilities are not completed, or are partially completed prior to final inspection of 150th home excluding model homes, the Subdivider shall construct needed facilities to extend Recycled Water facilities to connect the Project to Recycled Water lines. If no Recycled Water facilities are available to connect, the Subdivider shall demonstrate that City's domestic water supplies and water network are adequate to provide water to the Project and lakes. In such event, City's consultant will prepare a report with recommendations for any improvements to the City's water system or other means of addressing the additional demand on City's domestic water system. The Subdivider shall be responsible for costs of full compliance with the recommendations.

If the Subdivider installs Recycled Water Facilities that are funded by the Development Impact Fees or other sources, the Subdivider will be eligible to request fee credits and/or reimbursements pursuant to Tracy Municipal Code.

E.4.6. Utility Easements

a. Utilities within private streets shall be located within utility easements dedicated to the City, and shall be subject to review and approval by the City Engineer. Proposed Maintenance access roads or curb cuts shall be reviewed and approved by the City Engineer.

b. The Subdivider shall coordinate with local service providers and dedicate necessary Public Utility Easements (PUE) along the Project's frontage on Valpico Road and within the Project for Joint Trench Utilities to serve the Project.

E.4.7 Street Improvements:

a) Right of Way on Valpico Road Per the Citywide Roadway & Transportation Master Plan (CRTMP) that was adopted by the City Council on November 26, 2012, pursuant to Resolution 2012-240, Valpico Road will be a 4-lane major arterial street with a minimum right-of-way of 99 feet. The street section proposed consists of 102' wide right-of-way.

The Subdivider shall dedicate 47 feet right-of-way from the existing right-of-way line of Valpico Road towards the Property along the entire frontage of the Property on Valpico Road, for the construction of Valpico Road Frontage Improvements. The Subdivider shall dedicate the right-of-way on Final Map, or execute a Grant Deed to convey the land in fee title and submit legal description and plat map that describes the area to be dedicated, prior to the issuance of the Grading Permit. The cost of preparing the legal description and plat map will be the sole responsibility of the Subdivider.

Subdivider shall acquire right-of-way required on the north side of Valpico Road (County parcels) to install the roadway and sidewalk improvements including undergrounding of overhead utilities. City may assist Subdivider in acquisition of the right-of-way. Cost of acquisition of right-of-way shall be reimbursable to the Subdivider from the program fees as determined by the City Engineer.

Subdivider will be eligible to request fee credits and/or reimbursements for the cost of right-of-way in excess of Subdivider's obligation as defined in Traffic Master Plan and pursuant to Tracy Municipal Code requirements.

The City will assume responsibility to maintain the public improvements and accept the offer of dedication for right-of-way on Valpico Road after the City Council accepts the public improvements.

b) Frontage Improvements on Valpico Road – The Subdivider shall design and construct all roadway improvements on Valpico Road that are necessary to provide safe and functional access(s) to the Project for each phase and at Project's build-out condition, as described by the Traffic Report, and as required by the Conditions of Approval.

(i) The Frontage Improvements involve the widening of the south side of Valpico Road along the frontage of the Project and pavement transitions on both sides on Valpico Road and other improvements which include but not limited to, the installation of new asphalt concrete pavement, concrete curb, gutter, sidewalk, Class I bike lane, handicap ramp(s), crosswalk, bus shelter with turnout and associated improvements, parkway landscaping improvements with automatic irrigation system, storm drainage, catch basin/ drop inlet, fire hydrant, domestic, irrigation and fire services, street lights traffic sign(s), pavement marking and striping along the entire frontage on Valpico Road, and other improvements such as barricades, signing, and striping that are necessary to provide a safe transition to and from existing roadway section of Valpico Road (Frontage Improvements).

(ii) The roadway improvements shall also include the installation of a traffic signal at the Main Entry Street at Valpico Road. The intersection improvements will include but not limited to, traffic detection loops, pull boxes, conduits and wires, audible pedestrian warning, electronic sign, crosswalk, pavement legends and markings, lane markings, traffic signs, and other improvements as determined by the City Engineer that are deemed to be necessary to have a safe and functional traffic signal. The traffic signal is not included in funded improvements in City's fee program, and hence costs of design, acquisition of right-of-way (if required) and installation of the traffic signal is not eligible for fee credits or reimbursements.

(iii) The sidewalk along the frontage of the project shall be extended east of the Project boundary to connect to the existing sidewalk. Cost of acquiring right-of-way or easements and installation of the sidewalk shall be the responsibility of the Subdivider.

(iv) Subdivider shall design and install improvements on Valpico Road west of the Project to provide safe transitions to existing improvements. Subdivider shall acquire needed right-of-way on both sides of Valpico Road. Scope of roadway improvements shall be as determined by the City Engineer during the review of the improvement plans for the Project.

(v) Subdivider will be eligible to request fee credits and/or reimbursements for the cost of design and construction of improvements on Valpico Road that are in excess of Subdivider's obligation as defined in Traffic Master Plan and pursuant to Tracy Municipal Code requirements.

(vi) The Subdivider may request formation of a benefit district for recovering cost of right-of-way and construction of improvements beyond the Subdivider's frontage responsibility and not

included in City's fee program. The City will collect administrative fee, formation cost, and program management fees for forming, administering, and managing the benefit district. The Subdivider is responsible for submitting all documents such as materials receipts, payroll, equipment rental and others to show actual construction cost or expenses incurred or to support claim for reimbursement.

(vii) Improvement plans to be prepared for Valpico Road improvements shall include transition paving, widening, striping and signage, modification or removal of the existing guard rail (if required) to the east of the Project to conform to existing 4-lane street section in compliance with applicable standards to ensure safe transition for eastbound and westbound traffic on Valpico Road. The improvement plans shall also include transition paving, widening, striping and signage, modification or removal of the existing private improvements, relocation of existing overhead utility poles (if required) to the west of the Project to conform to existing street section in compliance with applicable standards to ensure safe transition for eastbound and westbound traffic on Valpico Road. The improvements shall be as approved by the City Engineer.

(viii) City has approved improvement plans to construct improvements on Corral Hollow Road to widen the street section to 4-lane configuration. The improvements on Valpico Road to be installed with the Project shall match the improvements per the approved improvement plans for Corral Hollow Road Improvements project at the intersection of Corral Hollow Road and Valpico Road. If the improvements at the intersection of Corral Hollow Road and Valpico Road are completed by the City at the time of construction of Valpico Road improvements by the Subdivider, the Subdivider shall design and construct improvements on Valpico Road to match the intersection improvements.

(ix) The construction details and specifications of bus turnout and bus shelter on Valpico Road shall be submitted for City's review at the time of review of Offsite Improvement Plans. The cost of the bus shelters and turnout and associated improvements are to be paid by the Subdivider without any reimbursement from the City.

(x) The Subdivider shall dedicate an easement for maintenance of traffic signal loops within Entry Street 1 on the Final Map, or execute a Grant Of Easement to the City, and submit legal description and plat map that describes the easement area.

(xi) Any travel lane(s) or left-turn and right-turn lane(s) and traffic signal at Entry Street 1 are considered to be site specific offsite improvements and they are Subdivider's responsibility to design and construct without any fee credits or reimbursements.

(xii) Prior to the issuance of a Building Permit for the project, the Subdivider shall dedicate a Public Utility Easement (PUE) along the full frontage of the Project on Valpico Road.

(xiii) CMU wall that is proposed to be constructed along the frontage of the project shall be located behind the right-of-way on Valpico Road. Maintenance of the wall, monument and decorative pavement at Entry Street 1 shall be the responsibility of the HOA.

c. Roadway Improvements on North side of Valpico Road- The Subdivider shall design and construct all roadway improvements on north side Valpico Road per the Valpico Road Typical

section shown on the Tentative Map and City Standards.

(i) Improvement plans to be prepared for Valpico Road improvements shall include improvements required to construct 4-lane arterial section with 5' wide Class II bike lane, curb and gutter, 5' wide sidewalk and improvements behind the sidewalk within the 3' setback to the right-of-way on the north side of Valpico Road. The improvement plans shall also include modification or removal of the existing private improvements as required to construct improvements and undergrounding of existing overhead utility poles in compliance with applicable standards. The improvement plans shall show modifications of driveways, landscape, fences, walls, mailboxes and other structures that may be impacted with the construction of the improvements.

The Subdivider shall coordinate modifications with property owners to minimize impacts to the parcels. City may require preparation of detailed exhibits for each of the parcels to provide necessary information to the owners.

d. All roadway improvements described in these Conditions of Approval must be designed and constructed by the Subdivider to meet the applicable requirements of the latest edition of the California Department of Transportation Highway Design Manual (HDM) and the California Manual of Uniform Traffic Control Devices (MUTCD), all applicable City Regulations, and these Conditions of Approval.

The Subdivider may complete the construction of improvements on Valpico Road in two phases:

First phase consisting of design and construction of Frontage Improvements on the south side of Valpico Road, four traffic lanes (two lanes for eastbound and two lanes for westbound traffic) with interim asphalt curb on the north side of Valpico Road, and installation of the traffic signal shall be completed by the Subdivider prior to issuance of 100th building permit within the Property.

Second phase consisting of removal of interim improvements, undergrounding of overhead utilities and sidewalk on the northside of Valpico Road shall be completed by the Subdivider prior to issuance of 200th building permit within the Property.

e. The Subdivider shall be responsible for any repairs or reconstruction of street pavement, curb, gutter and sidewalk and other public improvements on Valpico Road, if determined by the City Engineer to be in poor condition or damaged by construction activities related to the Project.

f. If the Subdivider completes the construction of roadway improvements on Valpico Road as described in these Conditions of Approval that are beyond the frontage responsibility of the Project, the Subdivider may be entitled to fee credits and/or reimbursement for the program portion of the roadway improvements on Valpico Road in accordance with the OIA and Title 13 of the Tracy Municipal Code. The amount of fee credit and/or reimbursement shall be determined during the review of improvement plans.

E.4.8. Project Access and Traffic Circulation

a. Design and construction of all streets and Entry Street 1 and 2 shall comply with the findings of the Traffic Analysis by Kimley-Horn Associates, and applicable City Standards.

b. The Subdivider shall construct complete street improvements for the Private internal streets and alleys as generally shown in the Tentative Map Tract No. 3917. Subdivider shall comply with the requirements of Fire Department and Public Works Department for access and design of structural pavement for Maintenance Access roads and Fire Lane access Roads within the Development. Improvement Plans shall be submitted to Engineering Division for review and approval by the City Engineer.

i) Private Streets and alleys will be maintained by the HOA.

ii) The Subdivider shall prepare a Signing and Striping Plan for the on-site private streets and alleys. The Signing and Striping Plan shall include all stop bars, stop legends, stop signs, right-turn or left turn arrows, centerline stripes, traffic control signage, etc. as necessary for internal traffic circulation.

iii) Striping and signage for on-street parking on the internal private streets and for designated parking lots for resident, guest, employees, and visitor parking shall comply with City's standards for Off Street Parking.

iv) The Subdivider shall submit detailed plans for Parcel L, Pedestrian Access to Corral Hollow Road. The improvements proposed within Parcel L shall be submitted for review and approval by City Engineer, Public Works Director and Police Chief.

E.4.9. Irrigation and Landscaping Plans

a. All parkway landscaping improvements along the frontage of the Property on Valpico Road shall be designed and constructed in accordance with City Regulations and completed as part of the Valpico Road Frontage Improvements. Design and construction details of these improvements shall be included in the Irrigation and Landscaping Plans. Parkway landscaping shall be maintained by the HOA as part of the Long-Term Maintenance Agreement between the City and Subdivider or HOA. The parkway landscape planting and irrigation system shall be separate from the onsite landscaping plan, including a separate irrigation meter, irrigation main(s), and irrigation controller(s). Parkway landscape improvements shall conform to City standards.

b. The Subdivider shall design and install public and private improvements, including street trees, monument signs, decorative fences and walls, and other improvements at locations that shall meet requirements related to horizontal sight distance.

E.4.10. Undergrounding of Overhead Existing Overhead Utilities

a. The Subdivider shall design and underground existing utilities on the north side of Valpico Road across from the Project as part of the Frontage Improvements. The Subdivider shall coordinate design and installation of underground utilities with the utility companies and the property owners. Undergrounding of services to the existing homes shall be completed with the undergrounding. City will provide assistance in seeking cooperation of the property owners in

undergrounding of services to homes. The Subdivider shall acquire easements if required to install the underground utilities. If the Subdivider is unable to acquire the necessary easements, City may extend its power of eminent domain subject approval of the City Council.

b. Pursuant to Tracy Municipal Code, Subdivider is responsible for 50% of the cost of undergrounding of overhead utilities on the north side of Valpico Road. City may reimburse the Subdivider for costs in excess of Subdivider's obligation towards the cost of undergrounding subject to availability of funds. At the time of approval of this Development Application, City has not identified funding sources for reimbursement. City will continue its evaluation of funding sources including Rule 20-A funding.

E.4.11. Offsite Improvement Agreement

a. Prior to starting any work on Valpico Road Frontage Improvements, the Subdivider shall sign an improvement agreement (Offsite Improvement Agreement or OIA) and post improvement security in accordance with Section 12.36.080 of the TMC, to guarantee completion of the public improvements. The OIA requires approval from the City Council.

E.4.12. Traffic Impact Mitigations

a. All Applicable traffic impact mitigations identified in the Environmental Impact Report shall be complied with.

E.4.13. Traffic Control Plan - Prior to starting the work, the Subdivider shall submit a Traffic Control Plan, to show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California.

E.4.14. Joint Utility Trench Plans – The Subdivider shall prepare joint trench plans in compliance with utility companies' requirements and City regulations, and obtain approval of the plans. All private utility services to serve Project, including electric, telephone and cable TV to the building must be installed underground, and to be installed at the location approved by the respective owner(s) of the utilities.

a. The Subdivider shall submit Joint Utility Trench Plans for the installation of electric, gas, telephone and TV cable main and service lines that are necessary to be installed to serve the Project. These utilities shall be installed within the Public Utility Easement (PUE) that will be offered for dedication to the City. The Subdivider shall coordinate, as feasible, with the respective owner(s) of the utilities for the design of these underground utilities to ensure they can be installed within the PUE to the extent feasible (and except in the event, that additional space beyond the PUE is required, as determined by the utilities owner(s)).

b. The Subdivider shall verify with the respective utility owner(s) if they will allow the installation of private landscaping within the public utility easement. Subdivider shall provide the utilities' owner(s) written notification and receive permission to construct the improvements, prior to the approval of the building permit.

E.5. Building Permit - No building permit will be approved by the City until the Subdivider

demonstrates, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

E.5.1. Payment of the Master Plan Fees for Citywide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park adopted by the City Council on January 7, 2014, per Resolution 2014-010.

E.5.2. Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC, and these Conditions of Approval.

E.5.3. Payment of the Agricultural Conversion or Mitigation Fee as required in Chapter 13.28 of the TMC, and these Conditions of Approval.

E.5.4. Payment of the Regional Transportation Impact Fees (RTIF) as required in Chapter 13.32 of the TMC, and these Conditions of Approval.

E.6. Acceptance of Public Improvements - Public improvements will not be accepted by the City Council until after the Subdivider completes construction of the relevant public improvements, and also demonstrates to the City Engineer satisfactory completion of the following:

E.6.1. Correction of all items listed in the deficiency report prepared by the assigned Engineering Inspector relating to public improvements subject to City Council's acceptance.

E.6.2. 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.

E.6.3. Reasonable written permission from irrigation district or affected owner(s), if applicable, as required in Condition E.10.3, below. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.

E.7. Temporary or Final Building Certificate of Occupancy or Final Building Inspection - No Temporary or Final Building Certificate of Occupancy will be issued by the City until after the Subdivider provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that:

E.7.1. The Subdivider has satisfied all applicable requirements set forth in Condition E.6, above.

E.7.2. The Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the improvements required in these Conditions of Approval. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the 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).

E.7.3. Unless dedicated on the Final Map, signed and notarized Grant Deed with the legal description and plat map that describes the area to be dedicated to the City, for the construction of Valpico Road Improvements.

E.7.4. Unless dedicated on the Final Map, signed and notarized Grant of Public Access Easements, Emergency Vehicle Access Easements, and Utility Easements with legal description and plat maps as applicable.

E.8. Improvement Security – The Subdivider shall provide improvement security for all public facilities, as required by the OIA and these Conditions of Approval. The form of the improvement security may be a surety bond, letter of credit or other form in accordance with section 12.36.080 of the TMC. The amount of improvement security shall be as follows:

E.8.1. Faithful Performance (100% of the estimated cost of constructing the public facilities),

E.8.2. Labor & Materials (100% of the estimated cost of constructing the public facilities), and

E.8.3. Warranty (10% of the estimated cost of constructing the public facilities)

E.9. Release of Improvement Security - Improvement Security(s) described herein shall be released to the Subdivider after City Council's acceptance of public improvements, and after the Subdivider demonstrates, to the satisfaction of the City Engineer, compliance of these Conditions of Approval, and completion of the following:

E.9.1. Improvement Security for Faithful Performance, Labor & Materials, and Warranty shall be released to the Subdivider in accordance with Section 12.36.080 of the TMC.

E.9.2. Written request from the Subdivider and a copy of the recorded Notice of Completion.

E.10. Special Conditions

E.10.1. All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with City Regulations, and City's Design documents including the City's Facilities Master Plan for storm drainage, roadway, wastewater and water adopted by the City, or as otherwise specifically approved by the City.

E.10.2. 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. The Subdivider shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit.

E.10.3. The Subdivider shall abandon or remove all existing irrigation structures, channels and pipes, if any, as directed by the City after coordination with the irrigation district, if the facilities are no longer required for irrigation purposes. If irrigation facilities including tile drains, if any,

are required to remain to serve existing adjacent agricultural uses, the Subdivider will design, coordinate and construct required modifications to the facilities to the satisfaction of the affected agency and the City. Written permission from irrigation district or affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.

E.10.4. Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or another public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the Grading Permit, Encroachment Permit, Building Permit, Improvement Plans, and OIA, if the City Engineer finds it necessary due to public health and safety reasons, and it is in the best interest of the City. The 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.

F. Fire Department Conditions of Approval

1. Prior to occupancy of any structures, monitored NFPA 13-R automatic sprinkler and smoke alarm systems must be installed.
2. Trees planted along fire apparatus access roads or alleys shall be maintained/pruned to provide the minimum 13.5 feet of clear vertical height or the variety provided shall be the type which will not naturally encroach into this right-of-way for emergency vehicle access.
3. Any cul-de-sac bulb that cannot accommodate fire truck turning with on-street parking shall be striped and signed "no parking" to the satisfaction of the Fire Chief.
4. All alleys shall be signed and striped "no parking" to ensure a 20-foot clear travel way at all times for emergency vehicle access.

G. Public Works Conditions of Approval

1. The City requires that the Tracy Village Development project homeowners association (HOA) provide for maintenance of all landscape areas within the project boundaries, and shall join a Community Facilities district (CFD) for landscape maintenance adjacent to the project within the City's right-of-way along both Corral Hollow and Valpico Roads. While required to join the CFD, it will be kept in a "dormant" status for the private streets landscape maintenance and only activated if the HOA does not provide for maintenance as needed. Landscape maintenance on each privately owned lot will be the responsibility of the individual homeowners.

2. Landscaping shall be provided consistent with standard details of the City Master Plans.

3. The developer shall coordinate with the City's trash collector (currently Tracy Delta disposal) to allow for access through the entry gates, and shall either plan for manual collection on the alley-loaded lots, or ensure that the toters are located for pick-up by the trucks on the right hand side only.

Exhibit "C"
Location Map

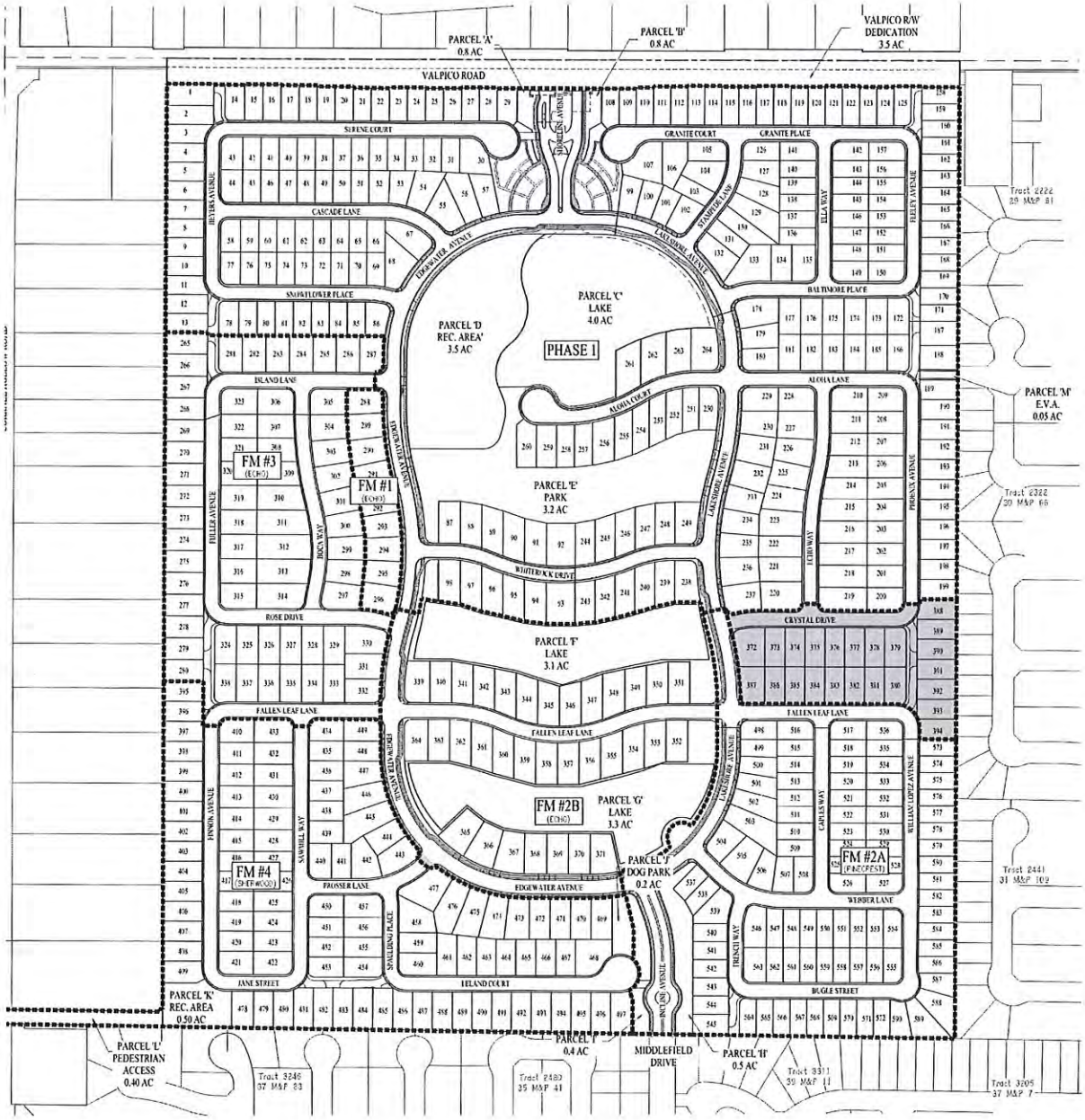

EXHIBIT "D"
PAGE 1 OF 1

Name of Person	Company Name	Telephone Number
Steve Savage	Toll Brothers	(925) 249-6032
Gordon Zanin	CBG Civil Engineers	(925) 866-0322

Remainder of the Page Intentionally Left Blank

Exhibit 4

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
Tracy Village Neighborhood 3
Tract 4160

This Subdivision Improvement Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("**City**"), and **TOLL WEST INC.** which will do business in California as Toll Brothers West Inc., a Delaware corporation (hereinafter "Subdivider").

Recitals

A. Subdivider is currently the owner of the real property located at south side of Valpico Road and east of Corral Hollow Road ("**Property**"), and more particularly described in **Exhibit "A"**, attached and incorporated herein by its reference.

B. On May 15, 2018, the Tracy City Council ("**City Council**") adopted the Tracy Village Specific Plan and approved various related land use entitlements including Application No. TSM17-0003 and approved by Resolution No. 2018 087 (the "**Tentative Subdivision Map for Tracy Village, Tract No 3917"**). The project includes 590 single-family dwelling units and would include three manmade lakes totaling approximately 10 acres, along with a community recreation center with pool, spa and bocce courts, open space and trails/pathways. The project also includes the proposed annexation into the City of an additional 42 residential properties. The Tentative Subdivision Map is on file with the City Clerk and is incorporated herein by this reference.

C. The Tentative Map approval was subject to certain conditions of approval ("**Conditions**"). The Conditions are attached here as **Exhibit "B"** and incorporated by reference. Among other things, the Conditions describe improvements that are required for approval of a final map under the Subdivision Map Act, the City's 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), the Subdivider has submitted to the City the Final Subdivision Map ("**Final Map**") for Tract No. 4160 - Tracy Lakes Neighborhood 3, consisting of 80 single family residential lots and other parcels to be owned by Homeowner's Association located on approximately 13.36 acres within the boundaries of the aforementioned 590 lot Tracy Village Project. **Exhibit "C"** shows the overall Tracy Village project area and the location of the Final Subdivision Map for Tract 4160 – Tracy Lakes Neighborhood 3 ("**Project**" or "**Project site**").

E. In accordance with the Conditions of Approval, the Subdivider has prepared, and the City Engineer has approved certain Improvement Plans and Specifications (which incorporate portions of the City's Standard Specifications) which describe in more detail the improvements that are required for approval of the Final Map. The Plans and Specifications are incorporated herein by reference. The approved "**Plans and Specifications**" includes: fifteen (15) sheets of improvement plans entitled "*Tracy Lakes – Phase 3 Improvement Plans Tract 4160*" prepared by CBG Civil Engineers, San Ramon, CA.; and three (3) sheets of joint trench plans entitled "Joint Trench Composite Plan, Tracy Lakes – Echo 2 Tract 4160, prepared by Giacalone Design Services, Inc. Pleasanton, CA.; The Improvement Plans, Joint Trench Plan and Street Light Plans are on file with the City Engineer under Tracking Number ENG 23-0010, and are incorporated herein by reference.

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

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location.** Subdivider shall perform, or cause to be performed, the Work described in the Plans and Specifications and the Conditions ("Work"), to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at Subdivider'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. Subdivider 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).

   Subdivider shall perform all Work at the locations and grades shown on the Plans and Specifications. Subdivider (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 Subdivider'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. Work shall begin 60 days after the Effective Date of this Agreement, in compliance with the requirements in Section 2.1. Effective Date is defined as the date on which the City executes the Agreement. Subdivider 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 fifteen (15) days before the beginning of Work, Subdivider shall provide written notice to the City Engineer of the date on which Subdivider will begin Work. Subdivider shall not begin Work until after the notice required by this section is properly provided, and Subdivider 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, Subdivider shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Subdivider's prosecution of the Work.

   2.3 **Completion of Work.** Subdivider shall complete all Work by no later than December 1, 2025, after Subdivider'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) Subdivider submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Subdivider pays all processing fees for such time extension.

3. **Improvement Security.** Concurrently with Subdivider's execution of this Agreement, and before beginning any Work, Subdivider shall furnish contract security, in a form authorized by the

Subdivision Map Act (including Government Code sections 66499 et seq.) and Tracy Municipal Code section 12.36.080, in the following amounts:

3.1 **Faithful Performance** security in the amount of **$1,255,000.00** 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 **$1,255,000.00** to secure payment by Subdivider to laborers and materialmen under Government Code sections 66499.2, 66499.3, and 66499.4.

3.3 **Warranty** security in the amount of **$125,500.00** 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 **$12,000.00** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

4. **Indemnification.** Subdivider shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Subdivider or Subdivider'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 13, 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, Subdivider's obligations under this Section 4 are in addition to all other Subdivider's obligations set forth in this Agreement and shall not affect Subdivider's warranty obligations set forth in Section 13, below.

5. **Insurance.** Concurrently with the execution of this Agreement by Subdivider, and before beginning any Work, Subdivider 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.** Subdivider shall, throughout the duration of this Agreement, maintain insurance to cover Subdivider, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

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

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

5.6 **Endorsements.** Subdivider 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 Subdivider'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, Subdivider's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Subdivider's insurance and shall not contribute with it.

5.6.3 Subdivider 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.** Subdivider 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. Subdivider shall immediately obtain a replacement policy.

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

5.9 **Insurance Certificate.** Subdivider 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) calendar days before the policy expiration date of any insurance policy required by this Agreement, Subdivider shall provide a substitute certificate of insurance.

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

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

7. **Default.**

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

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

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

7.2.2 Subdivider abandons the Project site.

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

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

7.2.5 Subdivider violates any legal requirement related to the Work.

7.3 If Subdivider fails to cure the default within thirty (30) days, or provide adequate written assurance to the satisfaction of the City Engineer that the cure will be promptly 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 Subdivider 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 Subdivider complete performance of the Work.

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

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

9. **Repair of any Damage.** In the event and to the extent Subdivider or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Subdivider shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

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

Concurrently with Subdivider's execution of this Agreement and before the beginning of any Work, Subdivider 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, Subdivider shall pay all such

costs and provide a report directly to the City.

11. **Subdivider's Authorized Representative.** At all times during the progress of the Work, Subdivider shall have a competent foreperson or superintendent (Superintendent) on site with authority to act on behalf of Subdivider. Subdivider 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. Exhibit "C" attached hereto includes the initial contact information referenced in this Section 11.

12. **Acceptance of Work.** Before the City Council's acceptance of the Work, Subdivider is solely responsible for maintaining the quality of the Work and maintaining safety at the Project site. Subdivider'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.

13. **Warranty Period.** Subdivider shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. 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 Subdivider under this Agreement, Subdivider shall be in default of this Agreement and shall without delay and without any cost to City repair, replace, or reconstruct any defective improvements.

14. **Notices.**

14.1 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:

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

Attn: City Engineer
notice@cityoftracy.org

With a copy to

City Attorney's Office
333 Civic Center Plaza
Tracy, CA 95376

Attn: City Attorney
attorney@cityoftracy.org

To Subdivider:

Toll West Inc. dba in California as
Toll Brothers West Inc.,
a Delaware corporation

Attn: Steve Savage
6800 Koll Center Pkwy, Ste.320,
Pleasanton, CA, 94566

Tel: (925) 249-6032
Email: ssavage@tollbrothersinc.com

With a copy to

Toll West Inc.

Attn: Yolanda Rodriguez
Chief Transactional Counsel
1140 Virginia Drive
Fort Washington, PA 19034

Tel: (215) 938-8216
Email: yrodriguez2@tollbrothers.com

14.2 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.

15. **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. Notwithstanding the foregoing, any changes requested or approved by, or consented to by the City during in-field inspections do not need to be made in writing provided that they are reflected on the as-builts.

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

17. **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.

18. **Assignment and Delegation.** This Agreement and any portion of it may not be assigned or transferred, nor shall any of Subdivider'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.

19. **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.

20. **Permits, Licenses, and Compliance with Law.** Subdivider shall, at Subdivider's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Before City signs the Agreement, Subdivider shall obtain a City of Tracy Business License. Subdivider shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

21. **Entire Agreement; Exhibits; Severability.** The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

    A. Legal Description of Property (Recital A.)
    B. Conditions of Approval (Recital D.) – Tract 3917 COA attached
    C. Location Map
    D. Subdivider's Authorized Representative Information (Section 11.)

    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.

22. **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.

[SIGNATURES ON FOLLOWING PAGE]

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. _____.]

Subdivider

_____

By: Steve Savage
Title: Vice President
Date: 12-6-23

Federal Employer Tax ID No.
83-3070946

Attest:

_____
By: Adrianne Richardson, City Clerk

Approved As To Form:

_____
By: Bijal M. Patel, City Attorney

ACKNOWLEDGMENT

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

State of California
County of Alameda)

On December 13, 2023 before me, Rosana Haydee Martinez Sedano, Notary Public
(insert name and title of the officer)

personally appeared Steve Savage,
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.

ROSANA HAYDEE
MARTINEZ SEDANO
Notary Public – California
Alameda County
Commission # 2404926
My Comm. Expires May 20, 2026

Signature _____ (Seal)

Exhibit "A"

LEGAL DESCRIPTION

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

PARCEL A, AS SHOWN ON THAT CERTAIN MAP ENTITLED, TRACT NO. 4156, TRACY VILLAGE NEIGHBORHOOD 1, FILED FOR RECORD on April 28, 2023 IN BOOK 44 OF MAPS AND PLATS, PAGE 50,
SAN JOAQUIN COUNTY RECORDS.

City of Tracy
Conditions of Approval

Tracy Village
Application Number (Tract 3917)
May 15, 2018

These Conditions of Approval shall apply to the real property described as the Tracy Village Development. The Tracy Village Development Project is proposed as a gated community consisting of 590 single-family detached residential homes, and would include three man-made lakes totaling approximately 10 acres, along with a community recreation center with pool, spa and bocce courts, open space and trails/pathways (Assessor's Parcel Number 244-040-01 and 244-030-01 and 02), located on the south side of Valpico Road, east of Corral Hollow Road. The project also includes the proposed annexation into the City of an additional 42 residential properties (Residential Annexation Area) fronting Corral Hollow Road and Valpico Road, and an adjoining drainage canal north of Valpico Road (Parcel Numbers 244-030-03 through 22 and 242-050-01 through 21, and 242-040-29).

The following definitions shall apply to these Conditions of Approval:

1. "Applicant" means any person, or other legal entity, defined as a "Developer."

2. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed engineer designated by the City Manager, or the Development Services Director, or the City Engineer to perform the duties set forth herein.

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 (also known as Urban Management Plan), the Tracy Municipal Code, ordinances, resolutions, policies, procedures, and the City's Design documents (the Streets and Utilities Standard Plans, Design Standards, Parks and Streetscape Standard Plans, Standard Specifications, and Manual of Storm Water Quality Control Standards for New Development and Redevelopment, and Relevant Public Facilities Master Plans).

4. "Conditions of Approval" shall mean the conditions of approval applicable to the Tracy Village Development project. The Conditions of Approval shall specifically include all Development Services Department, including Planning, Engineering, and Building Divisions, Finance Department, Fire Department, and Public Works conditions set forth herein.

5. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.

6. "Project" means the real property consisting of approximately 135 acres located on the south side of Valpico Road, east of Corral Hollow Road, Assessor's Parcel Number 244-040-01, and 244-030-01 and 02, and 42 residential properties fronting Corral Hollow Road and Valpico Road (Parcel Numbers 244-030-03 through 22 and 242-050-01 through 21 and 242-040-29).

7. "Property" means the real property generally located on the south side of Valpico Road, east of Corral Hollow Road, Assessor's Parcel Number 244-040-01, 244-030-01 and 02, and 42 residential properties fronting Corral Hollow Road and Valpico Road (Parcel Numbers 244-030-03 through 22 and 242-050-01 through 21, and 242-040-29).

8. "Subdivider" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. "Subdivider" also means Developer. The term "Developer" shall include all successors
in interest.

B. Planning Division Conditions of Approval:

1. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, *et seq.*), the Subdivision Map Act (Government Code sections 66410, *et seq.*), the California Environmental Quality Act (Public Resources Code sections 21000, *et seq.*, "CEQA"), and the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 15000, *et seq.*, "CEQA Guidelines").

2. Unless specifically modified by these Conditions of Approval, the Project shall comply with all City Regulations.

3. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all mitigation measures identified in the Tracy Village Development Project Environmental Impact Report dated April 11, 2018.

4. Pursuant to Government Code section 66020, including section 66020(d)(1), the City HEREBY NOTIFIES the Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) will begin on the date of the conditional approval of this Project. If the Developer fails to file a protest within this 90-day period, complying with all of the requirements of Government Code section 66020, the Developer will be legally barred from later challenging any such fees, dedications, reservations or other exactions.

5. Except as otherwise modified herein, all construction shall be consistent with the Vesting Tentative Subdivision Map received by the Development and Engineering Services Department on April 2, 2018 and as modified on the project site plan and Tracy Village Specific Plan dated March 2018.

6. Prior to the issuance of any building permits for the community buildings, the applicant shall provide a detailed landscape and irrigation plan consistent with City landscape and irrigation standards and the approved plan, including, but not limited to Tracy

Municipal Code Section 10.08.3560, the City's Design Goals and Standards, and the applicable Department of Water Resources Model Efficient Landscape Ordinance on private property, and the Parks and Parkways Design Manual for public property, to the satisfaction of the Development Services Director. Newly planted, on-site trees shall be a minimum size of 24-inch box and shrubs shall be a minimum size of five gallons.

7. No signs are approved as a part of this development application. Prior to the installation of any signs, the applicant shall submit a sign permit application and receive approval from the Development Services Director in accordance with City Regulations.

8. Prior to the issuance of any building permits, the developer shall document compliance with the City of Tracy Manual of Stormwater Quality Control Standards for New Development and Redevelopment (Manual) to the satisfaction of the Public Works Director, which includes the requirement for Site Design Control Measures, Source Control Measures and Treatment Control Measures under the guidelines in a project Stormwater Quality Control Plan (SWQCP). Compliance with the Manual includes, but is not limited to, addressing outdoor storage areas, trash enclosures, parking areas, any wash areas and maintenance areas. The SWQCP must conform to the content and format requirements indicated in Appendix D of the Manual and must be approved by the Public Works Director prior to issuance of grading or building permits. Stormwater treatment shall be consistent with the approved plans, subject to approval by the City's Utility Department.

9. The project shall comply with all applicable provisions of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan, including Incidental Take Minimization Measures applicable at the time of permit and a pre-construction survey prior to ground disturbance, to the satisfaction of San Joaquin Council of Governments.

10. The developer shall design and construct all buildings with fire sprinklers in accordance with City Regulations to the satisfaction of the Fire Marshal.

11. Development of the 42 residential properties (Residential Annexation Area) shall be governed by the following: The majority of the 42 lots are developed with detached single-family residences, and are served by private wells and septic systems. Connection to city water and sewer systems shall be voluntary, unless new residential development (building permits for new construction) is proposed by the property owners.

12. The project shall utilize the building elevations as shown in the Tracy Village Specific Plan for the Tracy Village residential community, consistent with requirements of the City Design Standards and Guidelines and the project Planned Unit Development provisions. The final design plans shall be subject to review and approval of the Development services Director prior to first building permit issuance.

13. All of the houses that border existing developed lots on the west, east and south sides of the Tracy Village project shall be limited to a single-story in height.

14. All common area lots and open spaces, including landscaping, shall be maintained by the Project homeowner's association (HOA). Final covenants, conditions and restrictions (CC&Rs) shall be submitted to the City for review and approval prior to their recordation. The CC&Rs shall be recorded prior to City issuance of a grading plan or improvement plans for the Project.

15. All proposed Emergency Vehicle Access (EVA) points connecting the project to public streets shall be built subject to Fire Department and Engineering Division approval, including with respect to width, loads, turn radius, and use of gates or other barriers.

16. All vents, gutters, downspouts, flashing, electrical conduit, and other wall-mounted or building-attached utilities shall be painted to match the color of the adjacent surface or otherwise designed in harmony with the building exterior to the satisfaction of the Development Services Director.

17. All ground-mounted equipment, including, but not limited to air conditioning units, water heaters, gas meter and utility boxes shall be screened form view from common areas with decorative walls, fences or landscaping, to the satisfaction of the Development Services Director.

18. Prior to final inspection or certificate of occupancy, all exterior and parking area lighting shall be directed downward or shielded, to prevent glare or spray of light into any adjacent properties, to the satisfaction of the Development Services Director.

19. All PG&E transformers, phone company boxes, Fire Department connections, backflow preventers, irrigation controllers, and other on-site utilities, shall be vaulted or screened from view from any public right-of-way, behind structures or landscaping, to the satisfaction of the Development Services Director.

20. Prior to the issuance of a building permit, the Developer shall submit detailed trash and recycling enclosure plans which include the following, to the satisfaction of the Development Services Director: the walls shall be of masonry construction, at least eight feet in height, include solid metal doors, a solid roof, and an interior perimeter concrete curb. The enclosures shall include exterior color and material compatible with adjacent or nearby building exteriors of the project.

21. Prior to the issuance of a building permit, the developer shall design a recycling program consistent with State Assembly Bill 341, to the satisfaction of the Public Works Director. The program shall include or have access to enclosures with adequate space for both refuse and recycling and shall be incorporated with the trash and recycling enclosures. Each enclosure shall have signs that clearly indicate refuse and recycling locations as well as prohibition of scavenging. The program shall include recycling options or elements at the pool area and other common areas for the residents.

22. The developer shall be required to pay all applicable City impact fees, including park fees. No fee credit shall be given for the developer private parks and facilities within the Tracy Village Development.

C. Finance Department Conditions of Approval

1. Prior to recording the Final Map, the applicant shall do one of the following, subject to the approval of the Finance Director:

a. CFD or other funding mechanism. The applicant shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that prior to the issuance of the first building permit, the applicant will form a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for funding the on-going operational costs of providing Police services, 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. 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 applicant shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that prior to the issuance of the first building permit, the applicant 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.

If the provisions for adequate funding of the on-going operational costs of providing Police services, Public Works services and other City services are met prior to issuance of the first building permit for the project, subject to the Finance Director's review and approval, the terms of this condition shall be considered to have been met and this condition shall become null and void.

D. Building Division Conditions of Approval

1. The developer shall demonstrate that the proposed residential buildings are designed and constructed in conformance with all applicable City and State Regulations to the satisfaction of the Chief Building Official, including but not limited to CalGreen Building Standards and Title 24-11A accessibility standards.

2. The developer shall demonstrate that all improvements, in-tract and offsite, required to serve the Project Site described by the final map and Vesting Tentative Subdivision Map are in accordance with the City Regulations. The Improvement Plans shall specifically include all the requirements specified below.
    a. The Improvement Plans shall consist of the Grading and Storm Drainage Plans, Irrigation and Landscaping Plans, Composite / Joint Utility Plans, In-tract Civil and Utility Plans, Street Lighting Plans, Sewer Plans, Water Distribution Plans, Fire Hydrant distribution Plans, Signing and Striping Plans, Masonry Wall Plans, and Storm Water Plans, Curb, Sidewalk, Gutter, Fire Department EVA road and additional associated features, Road profiles and construction details, Handicap Accessibility Plans and construction details in accordance with City of Tracy Standards and Regulations.
    b. Improvement plans shall also include Lake Construction plans to include but not limited to retaining walls, all applicable distribution features, piping, pumps, out-fall structures, inlets and connection to City storm water.
    c. All supporting engineering calculations, soils reports, material and technical specifications, and reports related to the design of the subdivision improvements, and as required by the City Engineer shall be provided. The engineering calculations shall include calculations for determining the size and capacity of sewer, water and storm drainage facilities.
3. No Temporary or Final Building Certificate of Occupancy will be issued by the City (excluding model homes) until after the Subdivider provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that the Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the improvements required in these Conditions of Approval.
4. All gates are to be accessible by the Fire Department in the case of an emergency, by means such as a Knox box, Knox padlock, Opticon sensors or other means to the satisfaction of the Fire Chief and Chief Building Official.
5. All hydrants, FDCs and DDCVs shall be provided with a minimum of three feet of clearance at all times. Therefore, landscaping shall be designed so that no adjacent plants can grow into and obscure these pieces of equipment.

E. Engineering Division Conditions of Approval

E.1. General Conditions

The Subdivider shall comply with the applicable requirements of the approved documents, technical analyses/ reports prepared for the Project listed as follows:

a) "Tracy Village Traffic Impact Impact Analysis", prepared by Kimley-Horn

Associates, dated March 14, 2018, and Memorandum titled "Tracy-Village – Tentative Map Review" prepared by Kimley-Horn Associates, dated February 12, 2018 and any subsequent amendments and updates (Collectively "Traffic Report").

b) "Tracy Village Water Distribution System Hydraulic Network Analysis", prepared by West Yost Associates, dated February 16, 2018, and any subsequent amendments and updates. ("Water Report")

c) Technical Memorandum by Storm Water Consulting, Inc., dated January 8, 2018, and any subsequent amendments and updates. ("Storm Drainage Report").

E.2. Grading Permit

The Subdivider shall submit all relevant documents related to grading permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

E.2.1. Grading and Drainage Plans prepared on a 24" x 36" size polyester film (mylar). Grading and Drainage Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil Engineer.

a) The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Building Official and Fire Code Official prior to submitting the mylars to Engineering Division for City Engineer's approval.

b) Prior to the issuance of Grading Permit for the Project, Subdivider shall submit improvement plans and secure approval of plans from the City's Building Division, for the design of on-site sewer improvements and the Project's sewer connection.

E.2.2. Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

E.2.3. Two (2) copies of the Project's Geo-technical /Soils Report prepared by Geo-technical Engineer.

E.2.4. Copy of recorded slope easements or construction/grading easements on adjacent properties (if applicable).

E.2.5. Three (3) sets of the Storm Water Pollution Prevention Plan (SWPPP) for the Project with a copy of the Notice of Intent (NOI) submitted to the State Water Quality Control Board (SWQCB) and any relevant documentation or written approvals from the SWQCB, including the Wastewater Discharge Identification Number (WDID#).

a. After the completion of the Project, the Subdivider is responsible for filing the Notice of Termination (NOT) required by SWQCB. The Subdivider shall provide the City with a copy of the completed Notice of Termination.

b. The cost of preparing the SWPPP, NOI and NOT, including the filing fee of the NOI and NOT, shall be paid by the Subdivider.

c. The Subdivider shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the applicable provisions of the City's Storm Water Management Program.

E.2.6. Two (2) sets of the Project's Geotechnical Report signed and stamped by a licensed Geotechnical Engineer licensed to practice in the State of California.

a. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, pavement design recommendations, and elevation of the highest observed groundwater level.

E.2.7. 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 Measure AQ-1 of the Mitigation Monitoring and Reporting Program of the Environmental Impact Report (EIR).

E.2.8. A copy of the approved Air Impact Assessment (AIA) with an Indirect Source Review (ISR) from San Joaquin Valley Air Pollution Control District (SJVAPCD).

E.2.9. Two (2) sets of Hydrologic and Storm Drainage Calculations for the design of the on-site storm drainage system and for determining the size of the project's storm drainage connection, as required in Conditions E.4.2.d and E.4.3.k, below.

E.3. Encroachment Permit – Subdivider shall submit all relevant documents related to encroachment permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

E.3.1. Improvement Plans prepared on a 24" x 36" size 4-mil thick polyester film (mylar), if necessary that incorporate all the requirements described in these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

a. The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Building Official and Fire Code Official prior to submitting the mylars to Engineering Division for City Engineer's approval.

E.3.2. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

E.3.3. Traffic Control Plan shall be prepared under the supervision of, signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California, as required in Condition E.4, below.

E.3.4. Tracy's Fire Official's signature on the Improvement Plans indicating their approval for the fire service connection and fire and emergency vehicle access for the Project.

E.3.5. Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement

Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA. The Subdivider's obligations in the OIA shall be deemed to be satisfied upon City Council's acceptance of the public improvements and release of the Improvement Security.

E.3.6. Check payment for the applicable of engineering review fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable fees as required by these Conditions of Approval. The engineering review fees will be calculated based on the fee rate adopted by the City Council on May 17, 2016, per Resolution 2016-094.

E.4. Improvement Plans - Improvement Plans shall contain the design, construction details and specifications of public improvements and all subdivision 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. The Improvement Plans shall be completed to comply with City Regulations, these Conditions of Approval, and the following requirements:

E.4.1. The Improvement Plans including the Grading and Drainage Plans prepared in accordance with the City's Subdivision Ordinance and Design Standards. The improvement plans for all improvements (onsite and off-site) required to serve the Project in accordance with the City Design Documents, and these Conditions of Approval.

a. The Improvement Plans shall be prepared in mylar with the standard title and signature block.

b. The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylar including signatures by the Chief Building Official and Fire Code Official or Fire Safety Officer, prior to submitting the mylars to Engineering Division for City Engineer's approval.

E.4.2. The improvement plans shall be prepared to specifically include, but not be limited to, the following items:

a. All existing and proposed utilities such as domestic water line, irrigation service, fire service line, storm drain, and sanitary sewer, including the size and location of the pipes.

b. All supporting engineering calculations, materials information or technical specifications, cost estimate, and technical reports.

c. Two (2) copies of the Project's Geotechnical /Soils Report, prepared or signed and stamped by a Geotechnical Engineer.

d. The Project's on-site drainage connections to City's storm drainage system and on-site storm water treatment as approved by the City Engineer. Improvement Plans to be submitted with the hydrology and storm drainage calculations for the sizing of the on-site storm drainage system.

e. Three (3) sets of the Project's Storm Water Pollution Prevention Plan (SWPPP), Best

Management Practices (BMPs) and a copy of the Notice of Intent (NOI) with the State-issued Wastewater Discharge Identification number (WDID#).

E.4.3. Grading and Storm Drainage Plans

Site Grading

a. Include all proposed erosion control methods and construction details to be employed and specify materials to be used.

b. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Geotechnical Engineer. A copy of the Project's Geotechnical Report must be submitted with the Grading and Storm Drainage Plans.

c. Site grading shall be designed such that the Project's storm water can gravity drain directly to an existing storm drain system with adequate capacity to drain storm water from the Project Site in the event that the on-site storm drainage system fails or is clogged. The storm drainage release point is recommended to be at least 0.70 foot lower than the building finish floor elevation and shall be improved to the satisfaction of the City Engineer.

d. When the grade differential between the Project Site and adjacent property(s) exceeds 12 inches, a reinforced or masonry block, or engineered retaining wall is required for retaining soil. The Grading Plan shall show construction detail(s) of the retaining wall or masonry wall. The entire retaining wall and footing shall be constructed within the Project Site. A structural calculation shall be submitted with the Grading and Storm Drainage Plans.

e. An engineered fill between the Project site and adjacent properties may be accepted as a substitute of a retaining wall, if the grade differential is less than 2 feet and subject to approval by the City Engineer. The Grading and Storm Drainage Plans must show the extent of the slope easement(s). The Subdivider shall be responsible for obtaining permission from owner(s) of the adjacent and affected property(s). The slope easement must be recorded, prior to the issuance of the final building certificate of occupancy.

Storm Drainage

f. The Subdivider shall design and install the Project's storm drainage connection(s) to the City's storm drain facilities per the City of Tracy Citywide Stormwater Master Plan and the "Storm Drainage Study" and as required by the City Engineer.

g. The Subdivider shall submit design calculations and obtain approval of improvement plans for the off-site storm drain line to connect to existing channel at Sycamore Parkway. The Subdivider shall execute Offsite Improvement Agreement prior to beginning of work. The Subdivider will be required to overlay half street section on Valpico Road along the full length of the storm drain line after completion of installation of the storm drain line.

h. All on-site SD facilities, lakes, channels and associated facilities including the proposed connection(s) to the City's public drainage facilities, shall be owned and maintained by the HOA.

i. The Subdivider shall provide a Stormwater Quality Control Plan (SWQCP) detailing the methods in which the development will address compliance with the applicable City's Multi-Agency Post-Construction Stormwater Standards Manual (Manual).

The proposed stormwater treatment within the lake system will be subject review and approval by the City. Prior to the issuance of the grading permit for the project, the SWQCP shall be approved by the City Engineer.

j. Prior to the final inspection of the first building to be constructed on the Property, the Subdivider shall submit a signed and notarized Stormwater Treatment Facilities Maintenance Agreement (STFMA) as a guarantee for the performance of Subdivider's responsibility towards the repair and maintenance of on-site storm water treatment facilities. Calculations related to the design and sizing of on-site storm water treatment facilities must be submitted with the STFMA and the Grading and Storm Drainage Plans.

E.4.4. Sanitary Sewer Facilities

a. The Subdivider shall design and install sanitary sewer facilities including the Project's sewer connection in accordance with City Regulations and utility improvement plans approved by the City Engineer.

b. The Subdivider shall build and dedicate, to the satisfaction of the City Engineer, public sewer mains, manholes and associated improvements required to serve the entire subdivision. All public infrastructure shall be located in the private subdivision roadways. The Subdivider shall provide easements, to the satisfaction of the City Engineer, across the entire road plus 5 feet on either side as measured from the back of curb. Repair and maintenance of all sewer lines outside of easements which includes (but it not limited to) laterals and appurtenances shall be a private maintenance obligation either from the fronting property owner, HOA, or another City approved maintenance entity.

c. In the event the permanent sewer main in Corral Hollow Road and downstream improvements required to provide permanent capacity for the Project have not been constructed (by others) at the time of request for first building permit within the Project, the Subdivider shall complete the design and install master plan facilities within Corral Hollow Road from the Project to Node 4W-1 as shown in Figure 5-1 of Tracy Wastewater Master Plan.

d. Interim capacity in the existing sewer main north of Node 4W-1 may be temporarily available and the Project may be permitted to utilize existing capacity in the system north of Node 4W-1 subject to verification of availability of capacity in the existing facilities by completion of a technical analysis by City's Consultant ("Interim Sewer Capacity Analysis"). The cost of the Interim Sewer Capacity Analysis shall be funded by the Subdivider, and shall be completed prior to issuance of first building permit. If the Interim Sewer Capacity Analysis indicates that there is no capacity available for the Project, the Subdivider shall design and construct master plan facilities to provide additional capacity per the Wastewater Master Plan.

e. The Subdivider shall design and install wastewater services to existing homes on the north side of Valpico Road as part of the Offsite Improvements. The subdivider will be eligible for fee credits for the cost of installation of the water services.

f. In order to facilitate installation of wastewater service connections to existing homes fronting Corral Hollow Road as part of City's CIP project, a funding requirement in the amount of $100,000 has been identified. The Subdivider shall pay to the City the amount specified above within 30 days from written request from the City Engineer. City will identify funding source for reimbursement of the amount to the Subdivider, and enter into a Reimbursement Agreement prior to payment by the Subdivider.

g. The Subdivider is hereby notified that the City has limited wastewater treatment capacity in the City's Wastewater Treatment Plant until current and future expansion capital improvement projects are completed and operational. As of January 2017, the City had an unused capacity of approximately 1851 EDU's within its wastewater treatment plant available to new development within the City on a first come-first served basis. These EDU's are currently available to serve the proposed project, but as other development projects within the City come forward and building permits are issued, this remaining capacity will be reduced.

E.4.5. Water Distribution System

a. Water line sizing, layout and looping requirements for this Project shall comply with recommendations of the analysis by the City's Water Consultant.

b. If development of the Project is phased (e.g., the north part of the Project is developed as Phase 1 and the south part of the Project is developed as Phase 2), both connections to the City's existing potable water system (at Valpico Road and at Middlefield Drive), should be constructed with the first phase of development to provide for water supply redundancy and ensure adequate fire flow availability under all phases of Project development.

c. All water connections that are bigger than 2 inches in diameter shall be Ductile Iron Pipe (DIP).

d. During the construction of the Project, the Subdivider is responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the City of Tracy Fire Code Official.

e. All costs associated with the installation of the Project's permanent water connection(s) as identified in the Water Study including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings, replacing traffic detecting loops, conduits, and wires, relocating existing utilities that may be in conflict with the water connection(s), and other improvements shall be paid by the Subdivider.

f. Subdivider shall obtain an account for the water service to the Project and register the water meter with the Finance Department. Subdivider shall prepare and submit a map depicting the location of the water meter(s) to Finance Department.

g. If water main shut down is necessary, the City will allow a maximum of 4-hour water supply shutdown. The Subdivider shall be responsible for notifying residents or business owner(s), regarding the water main shutdown. The written notice, as approved by the City

Engineer, shall be delivered to the affected residents or business owner(s) at least 72 hours before the water main shutdown. Prior to starting the work described in this section, the Subdivider shall submit a Water Shutdown Plan and Traffic Control Plan to be used during the installation of the offsite water mains.

h. The Subdivider shall design and install domestic water service connections, including remote-read water meter (the water meter to be located within City's easement) in accordance with City Regulations.

i. The Subdivider shall build and dedicate, to the satisfaction of the City Engineer, public water mains, valves, fittings, fire hydrants and associated improvements required to serve the entire subdivision. All public infrastructure shall be located in the private subdivision roadways. The Subdivider shall provide easements, to the satisfaction of the City Engineer, across the entire road plus 5 feet on either side as measured from the back of curb to maintain the valves, fitting, fire hydrants and other associated improvements. Repair and maintenance of all water lines outside of easements which includes (but it not limited to) laterals, meters and appurtenances shall be a private maintenance obligation either from the fronting property owner, HOA, or another City approved maintenance entity.

j. The Subdivider shall design and install fire hydrants at the locations approved by the City's Fire Safety Officer and Chief Building Official. Prior to the approval of the Improvement Plans, the Subdivider shall obtain written approval from the City's Fire Safety Officer and Chief Building Official, for the design, location and construction details of the fire service connection to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.

k. The Subdivider shall design and install water services to existing homes on the north side of Valpico Road as part of the Offsite Improvements. The Subdivider will be eligible for fee credits for the cost of installation of the water services.

l. In order to facilitate installation of water service connections to existing homes fronting Corral Hollow Road as part of City's CIP project, a funding requirement in the amount of $100,000 has been identified. The Subdivider shall pay to the City the amount specified above within 30 days from written request from the City Engineer. City will identify funding source for reimbursement of the amount to the Subdivider, and enter into a Reimbursement Agreement prior to payment by the Subdivider.

m. Recycled Water

On-site Recycled Water is proposed to fill and maintain the water levels in the proposed project's lakes. On-site and off-site recycled water lines shall be designed per City Standards and applicable Regulations. The Subdivider shall install Recycled Water main in Valpico Road with construction of required roadway improvements on Valpico Road.

City will be installing Recycled Water facilities from the Wastewater Treatment Plant upto the intersection of Lammers Road and Old Schulte Road. Prior to final inspection of 150th home excluding model homes, the Subdivider shall complete installation of Recycled Water facilities from the Project to the intersection of Lammers Road and Old Schulte Road to connect

to Recycled Water line, if City's project has installed the Recycled Water Mains from the WWTP upto this junction.

If City's Recycled Water facilities are not completed, or are partially completed prior to final inspection of 150th home excluding model homes, the Subdivider shall construct needed facilities to extend Recycled Water facilities to connect the Project to Recycled Water lines. If no Recycled Water facilities are available to connect, the Subdivider shall demonstrate that City's domestic water supplies and water network are adequate to provide water to the Project and lakes. In such event, City's consultant will prepare a report with recommendations for any improvements to the City's water system or other means of addressing the additional demand on City's domestic water system. The Subdivider shall be responsible for costs of full compliance with the recommendations.

If the Subdivider installs Recycled Water Facilities that are funded by the Development Impact Fees or other sources, the Subdivider will be eligible to request fee credits and/or reimbursements pursuant to Tracy Municipal Code.

E.4.6. Utility Easements

a. Utilities within private streets shall be located within utility easements dedicated to the City, and shall be subject to review and approval by the City Engineer. Proposed Maintenance access roads or curb cuts shall be reviewed and approved by the City Engineer.

b. The Subdivider shall coordinate with local service providers and dedicate necessary Public Utility Easements (PUE) along the Project's frontage on Valpico Road and within the Project for Joint Trench Utilities to serve the Project.

E.4.7 Street Improvements:

a) Right of Way on Valpico Road Per the Citywide Roadway & Transportation Master Plan (CRTMP) that was adopted by the City Council on November 26, 2012, pursuant to Resolution 2012-240, Valpico Road will be a 4-lane major arterial street with a minimum right-of-way of 99 feet. The street section proposed consists of 102' wide right-of-way.

The Subdivider shall dedicate 47 feet right-of-way from the existing right-of-way line of Valpico Road towards the Property along the entire frontage of the Property on Valpico Road, for the construction of Valpico Road Frontage Improvements. The Subdivider shall dedicate the right-of-way on Final Map, or execute a Grant Deed to convey the land in fee title and submit legal description and plat map that describes the area to be dedicated, prior to the issuance of the Grading Permit. The cost of preparing the legal description and plat map will be the sole responsibility of the Subdivider.

Subdivider shall acquire right-of-way required on the north side of Valpico Road (County parcels) to install the roadway and sidewalk improvements including undergrounding of overhead utilities. City may assist Subdivider in acquisition of the right-of-way. Cost of acquisition of right-of-way shall be reimbursable to the Subdivider from the program fees as determined by the City Engineer.

Subdivider will be eligible to request fee credits and/or reimbursements for the cost of right-of-way in excess of Subdivider's obligation as defined in Traffic Master Plan and pursuant to Tracy Municipal Code requirements.

The City will assume responsibility to maintain the public improvements and accept the offer of dedication for right-of-way on Valpico Road after the City Council accepts the public improvements.

b) Frontage Improvements on Valpico Road – The Subdivider shall design and construct all roadway improvements on Valpico Road that are necessary to provide safe and functional access(s) to the Project for each phase and at Project's build-out condition, as described by the Traffic Report, and as required by the Conditions of Approval.

(i) The Frontage Improvements involve the widening of the south side of Valpico Road along the frontage of the Project and pavement transitions on both sides on Valpico Road and other improvements which include but not limited to, the installation of new asphalt concrete pavement, concrete curb, gutter, sidewalk, Class I bike lane, handicap ramp(s), crosswalk, bus shelter with turnout and associated improvements, parkway landscaping improvements with automatic irrigation system, storm drainage, catch basin/ drop inlet, fire hydrant, domestic, irrigation and fire services, street lights traffic sign(s), pavement marking and striping along the entire frontage on Valpico Road, and other improvements such as barricades, signing, and striping that are necessary to provide a safe transition to and from existing roadway section of Valpico Road (Frontage Improvements).

(ii) The roadway improvements shall also include the installation of a traffic signal at the Main Entry Street at Valpico Road. The intersection improvements will include but not limited to, traffic detection loops, pull boxes, conduits and wires, audible pedestrian warning, electronic sign, crosswalk, pavement legends and markings, lane markings, traffic signs, and other improvements as determined by the City Engineer that are deemed to be necessary to have a safe and functional traffic signal. The traffic signal is not included in funded improvements in City's fee program, and hence costs of design, acquisition of right-of-way (if required) and installation of the traffic signal is not eligible for fee credits or reimbursements.

(iii) The sidewalk along the frontage of the project shall be extended east of the Project boundary to connect to the existing sidewalk. Cost of acquiring right-of-way or easements and installation of the sidewalk shall be the responsibility of the Subdivider.

(iv) Subdivider shall design and install improvements on Valpico Road west of the Project to provide safe transitions to existing improvements. Subdivider shall acquire needed right-of-way on both sides of Valpico Road. Scope of roadway improvements shall be as determined by the City Engineer during the review of the improvement plans for the Project.

(v) Subdivider will be eligible to request fee credits and/or reimbursements for the cost of design and construction of improvements on Valpico Road that are in excess of Subdivider's obligation as defined in Traffic Master Plan and pursuant to Tracy Municipal Code requirements.

(vi) The Subdivider may request formation of a benefit district for recovering cost of right-of-way and construction of improvements beyond the Subdivider's frontage responsibility and not

included in City's fee program. The City will collect administrative fee, formation cost, and program management fees for forming, administering, and managing the benefit district. The Subdivider is responsible for submitting all documents such as materials receipts, payroll, equipment rental and others to show actual construction cost or expenses incurred or to support claim for reimbursement.

(vii) Improvement plans to be prepared for Valpico Road improvements shall include transition paving, widening, striping and signage, modification or removal of the existing guard rail (if required) to the east of the Project to conform to existing 4-lane street section in compliance with applicable standards to ensure safe transition for eastbound and westbound traffic on Valpico Road. The improvement plans shall also include transition paving, widening, striping and signage, modification or removal of the existing private improvements, relocation of existing overhead utility poles (if required) to the west of the Project to conform to existing street section in compliance with applicable standards to ensure safe transition for eastbound and westbound traffic on Valpico Road. The improvements shall be as approved by the City Engineer.

(viii) City has approved improvement plans to construct improvements on Corral Hollow Road to widen the street section to 4-lane configuration. The improvements on Valpico Road to be installed with the Project shall match the improvements per the approved improvement plans for Corral Hollow Road Improvements project at the intersection of Corral Hollow Road and Valpico Road. If the improvements at the intersection of Corral Hollow Road and Valpico Road are completed by the City at the time of construction of Valpico Road improvements by the Subdivider, the Subdivider shall design and construct improvements on Valpico Road to match the intersection improvements.

(ix) The construction details and specifications of bus turnout and bus shelter on Valpico Road shall be submitted for City's review at the time of review of Offsite Improvement Plans. The cost of the bus shelters and turnout and associated improvements are to be paid by the Subdivider without any reimbursement from the City.

(x) The Subdivider shall dedicate an easement for maintenance of traffic signal loops within Entry Street 1 on the Final Map, or execute a Grant Of Easement to the City, and submit legal description and plat map that describes the easement area.

(xi) Any travel lane(s) or left-turn and right-turn lane(s) and traffic signal at Entry Street 1 are considered to be site specific offsite improvements and they are Subdivider's responsibility to design and construct without any fee credits or reimbursements.

(xii) Prior to the issuance of a Building Permit for the project, the Subdivider shall dedicate a Public Utility Easement (PUE) along the full frontage of the Project on Valpico Road.

(xiii) CMU wall that is proposed to be constructed along the frontage of the project shall be located behind the right-of-way on Valpico Road. Maintenance of the wall, monument and decorative pavement at Entry Street 1 shall be the responsibility of the HOA.

c. Roadway Improvements on North side of Valpico Road- The Subdivider shall design and construct all roadway improvements on north side Valpico Road per the Valpico Road Typical

section shown on the Tentative Map and City Standards.

(i) Improvement plans to be prepared for Valpico Road improvements shall include improvements required to construct 4-lane arterial section with 5' wide Class II bike lane, curb and gutter, 5' wide sidewalk and improvements behind the sidewalk within the 3' setback to the right-of-way on the north side of Valpico Road. The improvement plans shall also include modification or removal of the existing private improvements as required to construct improvements and undergrounding of existing overhead utility poles in compliance with applicable standards. The improvement plans shall show modifications of driveways, landscape, fences, walls, mailboxes and other structures that may be impacted with the construction of the improvements.

The Subdivider shall coordinate modifications with property owners to minimize impacts to the parcels. City may require preparation of detailed exhibits for each of the parcels to provide necessary information to the owners.

d. All roadway improvements described in these Conditions of Approval must be designed and constructed by the Subdivider to meet the applicable requirements of the latest edition of the California Department of Transportation Highway Design Manual (HDM) and the California Manual of Uniform Traffic Control Devices (MUTCD), all applicable City Regulations, and these Conditions of Approval.

The Subdivider may complete the construction of improvements on Valpico Road in two phases:

First phase consisting of design and construction of Frontage Improvements on the south side of Valpico Road, four traffic lanes (two lanes for eastbound and two lanes for westbound traffic) with interim asphalt curb on the north side of Valpico Road, and installation of the traffic signal shall be completed by the Subdivider prior to issuance of 100th building permit within the Property.

Second phase consisting of removal of interim improvements, undergrounding of overhead utilities and sidewalk on the northside of Valpico Road shall be completed by the Subdivider prior to issuance of 200th building permit within the Property.

e. The Subdivider shall be responsible for any repairs or reconstruction of street pavement, curb, gutter and sidewalk and other public improvements on Valpico Road, if determined by the City Engineer to be in poor condition or damaged by construction activities related to the Project.

f. If the Subdivider completes the construction of roadway improvements on Valpico Road as described in these Conditions of Approval that are beyond the frontage responsibility of the Project, the Subdivider may be entitled to fee credits and/or reimbursement for the program portion of the roadway improvements on Valpico Road in accordance with the OIA and Title 13 of the Tracy Municipal Code. The amount of fee credit and/or reimbursement shall be determined during the review of improvement plans.

E.4.8. Project Access and Traffic Circulation

a. Design and construction of all streets and Entry Street 1 and 2 shall comply with the findings of the Traffic Analysis by Kimley-Horn Associates, and applicable City Standards.

b. The Subdivider shall construct complete street improvements for the Private internal streets and alleys as generally shown in the Tentative Map Tract No. 3917. Subdivider shall comply with the requirements of Fire Department and Public Works Department for access and design of structural pavement for Maintenance Access roads and Fire Lane access Roads within the Development. Improvement Plans shall be submitted to Engineering Division for review and approval by the City Engineer.

i) Private Streets and alleys will be maintained by the HOA.

ii) The Subdivider shall prepare a Signing and Striping Plan for the on-site private streets and alleys. The Signing and Striping Plan shall include all stop bars, stop legends, stop signs, right-turn or left turn arrows, centerline stripes, traffic control signage, etc. as necessary for internal traffic circulation.

iii) Striping and signage for on-street parking on the internal private streets and for designated parking lots for resident, guest, employees, and visitor parking shall comply with City's standards for Off Street Parking.

iv) The Subdivider shall submit detailed plans for Parcel L, Pedestrian Access to Corral Hollow Road. The improvements proposed within Parcel L shall be submitted for review and approval by City Engineer, Public Works Director and Police Chief.

E.4.9. Irrigation and Landscaping Plans

a. All parkway landscaping improvements along the frontage of the Property on Valpico Road shall be designed and constructed in accordance with City Regulations and completed as part of the Valpico Road Frontage Improvements. Design and construction details of these improvements shall be included in the Irrigation and Landscaping Plans. Parkway landscaping shall be maintained by the HOA as part of the Long-Term Maintenance Agreement between the City and Subdivider or HOA. The parkway landscape planting and irrigation system shall be separate from the onsite landscaping plan, including a separate irrigation meter, irrigation main(s), and irrigation controller(s). Parkway landscape improvements shall conform to City standards.

b. The Subdivider shall design and install public and private improvements, including street trees, monument signs, decorative fences and walls, and other improvements at locations that shall meet requirements related to horizontal sight distance.

E.4.10. Undergrounding of Overhead Existing Overhead Utilities

a. The Subdivider shall design and underground existing utilities on the north side of Valpico Road across from the Project as part of the Frontage Improvements. The Subdivider shall coordinate design and installation of underground utilities with the utility companies and the property owners. Undergrounding of services to the existing homes shall be completed with the undergrounding. City will provide assistance in seeking cooperation of the property owners in

undergrounding of services to homes. The Subdivider shall acquire easements if required to install the underground utilities. If the Subdivider is unable to acquire the necessary easements, City may extend its power of eminent domain subject approval of the City Council.

b. Pursuant to Tracy Municipal Code, Subdivider is responsible for 50% of the cost of undergrounding of overhead utilities on the north side of Valpico Road. City may reimburse the Subdivider for costs in excess of Subdivider's obligation towards the cost of undergrounding subject to availability of funds. At the time of approval of this Development Application, City has not identified funding sources for reimbursement. City will continue its evaluation of funding sources including Rule 20-A funding.

E.4.11. Offsite Improvement Agreement

a. Prior to starting any work on Valpico Road Frontage Improvements, the Subdivider shall sign an improvement agreement (Offsite Improvement Agreement or OIA) and post improvement security in accordance with Section 12.36.080 of the TMC, to guarantee completion of the public improvements. The OIA requires approval from the City Council.

E.4.12. Traffic Impact Mitigations

a. All Applicable traffic impact mitigations identified in the Environmental Impact Report shall be complied with.

E.4.13. Traffic Control Plan - Prior to starting the work, the Subdivider shall submit a Traffic Control Plan, to show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California.

E.4.14. Joint Utility Trench Plans – The Subdivider shall prepare joint trench plans in compliance with utility companies' requirements and City regulations, and obtain approval of the plans. All private utility services to serve Project, including electric, telephone and cable TV to the building must be installed underground, and to be installed at the location approved by the respective owner(s) of the utilities.

a. The Subdivider shall submit Joint Utility Trench Plans for the installation of electric, gas, telephone and TV cable main and service lines that are necessary to be installed to serve the Project. These utilities shall be installed within the Public Utility Easement (PUE) that will be offered for dedication to the City. The Subdivider shall coordinate, as feasible, with the respective owner(s) of the utilities for the design of these underground utilities to ensure they can be installed within the PUE to the extent feasible (and except in the event, that additional space beyond the PUE is required, as determined by the utilities owner(s)).

b. The Subdivider shall verify with the respective utility owner(s) if they will allow the installation of private landscaping within the public utility easement. Subdivider shall provide the utilities' owner(s) written notification and receive permission to construct the improvements, prior to the approval of the building permit.

E.5. Building Permit - No building permit will be approved by the City until the Subdivider

demonstrates, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

E.5.1. Payment of the Master Plan Fees for Citywide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park adopted by the City Council on January 7, 2014, per Resolution 2014-010.

E.5.2. Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC, and these Conditions of Approval.

E.5.3. Payment of the Agricultural Conversion or Mitigation Fee as required in Chapter 13.28 of the TMC, and these Conditions of Approval.

E.5.4. Payment of the Regional Transportation Impact Fees (RTIF) as required in Chapter 13.32 of the TMC, and these Conditions of Approval.

E.6. Acceptance of Public Improvements - Public improvements will not be accepted by the City Council until after the Subdivider completes construction of the relevant public improvements, and also demonstrates to the City Engineer satisfactory completion of the following:

E.6.1. Correction of all items listed in the deficiency report prepared by the assigned Engineering Inspector relating to public improvements subject to City Council's acceptance.

E.6.2. 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.

E.6.3. Reasonable written permission from irrigation district or affected owner(s), if applicable, as required in Condition E.10.3, below. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.

E.7. Temporary or Final Building Certificate of Occupancy or Final Building Inspection - No Temporary or Final Building Certificate of Occupancy will be issued by the City until after the Subdivider provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that:

E.7.1. The Subdivider has satisfied all applicable requirements set forth in Condition E.6, above.

E.7.2. The Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the improvements required in these Conditions of Approval. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the 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).

E.7.3. Unless dedicated on the Final Map, signed and notarized Grant Deed with the legal description and plat map that describes the area to be dedicated to the City, for the construction of Valpico Road Improvements.

E.7.4. Unless dedicated on the Final Map, signed and notarized Grant of Public Access Easements, Emergency Vehicle Access Easements, and Utility Easements with legal description and plat maps as applicable.

E.8. Improvement Security – The Subdivider shall provide improvement security for all public facilities, as required by the OIA and these Conditions of Approval. The form of the improvement security may be a surety bond, letter of credit or other form in accordance with section 12.36.080 of the TMC. The amount of improvement security shall be as follows:

E.8.1. Faithful Performance (100% of the estimated cost of constructing the public facilities),

E.8.2. Labor & Materials (100% of the estimated cost of constructing the public facilities), and

E.8.3. Warranty (10% of the estimated cost of constructing the public facilities)

E.9. Release of Improvement Security - Improvement Security(s) described herein shall be released to the Subdivider after City Council's acceptance of public improvements, and after the Subdivider demonstrates, to the satisfaction of the City Engineer, compliance of these Conditions of Approval, and completion of the following:

E.9.1. Improvement Security for Faithful Performance, Labor & Materials, and Warranty shall be released to the Subdivider in accordance with Section 12.36.080 of the TMC.

E.9.2. Written request from the Subdivider and a copy of the recorded Notice of Completion.

E.10. Special Conditions

E.10.1. All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with City Regulations, and City's Design documents including the City's Facilities Master Plan for storm drainage, roadway, wastewater and water adopted by the City, or as otherwise specifically approved by the City.

E.10.2. 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. The Subdivider shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit.

E.10.3. The Subdivider shall abandon or remove all existing irrigation structures, channels and pipes, if any, as directed by the City after coordination with the irrigation district, if the facilities are no longer required for irrigation purposes. If irrigation facilities including tile drains, if any,

are required to remain to serve existing adjacent agricultural uses, the Subdivider will design, coordinate and construct required modifications to the facilities to the satisfaction of the affected agency and the City. Written permission from irrigation district or affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.

E.10.4. Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or another public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the Grading Permit, Encroachment Permit, Building Permit, Improvement Plans, and OIA, if the City Engineer finds it necessary due to public health and safety reasons, and it is in the best interest of the City. The 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.

F. Fire Department Conditions of Approval

1. Prior to occupancy of any structures, monitored NFPA 13-R automatic sprinkler and smoke alarm systems must be installed.
2. Trees planted along fire apparatus access roads or alleys shall be maintained/pruned to provide the minimum 13.5 feet of clear vertical height or the variety provided shall be the type which will not naturally encroach into this right-of-way for emergency vehicle access.
3. Any cul-de-sac bulb that cannot accommodate fire truck turning with on-street parking shall be striped and signed "no parking" to the satisfaction of the Fire Chief.
4. All alleys shall be signed and striped "no parking" to ensure a 20-foot clear travel way at all times for emergency vehicle access.

G. Public Works Conditions of Approval

1. The City requires that the Tracy Village Development project homeowners association (HOA) provide for maintenance of all landscape areas within the project boundaries, and shall join a Community Facilities district (CFD) for landscape maintenance adjacent to the project within the City's right-of-way along both Corral Hollow and Valpico Roads. While required to join the CFD, it will be kept in a "dormant" status for the private streets landscape maintenance and only activated if the HOA does not provide for maintenance as needed. Landscape maintenance on each privately owned lot will be the responsibility of the individual homeowners.

2. Landscaping shall be provided consistent with standard details of the City Master Plans.

3. The developer shall coordinate with the City's trash collector (currently Tracy Delta disposal) to allow for access through the entry gates, and shall either plan for manual collection on the alley-loaded lots, or ensure that the toters are located for pick-up by the trucks on the right hand side only.

Exhibit "C"
Location Map

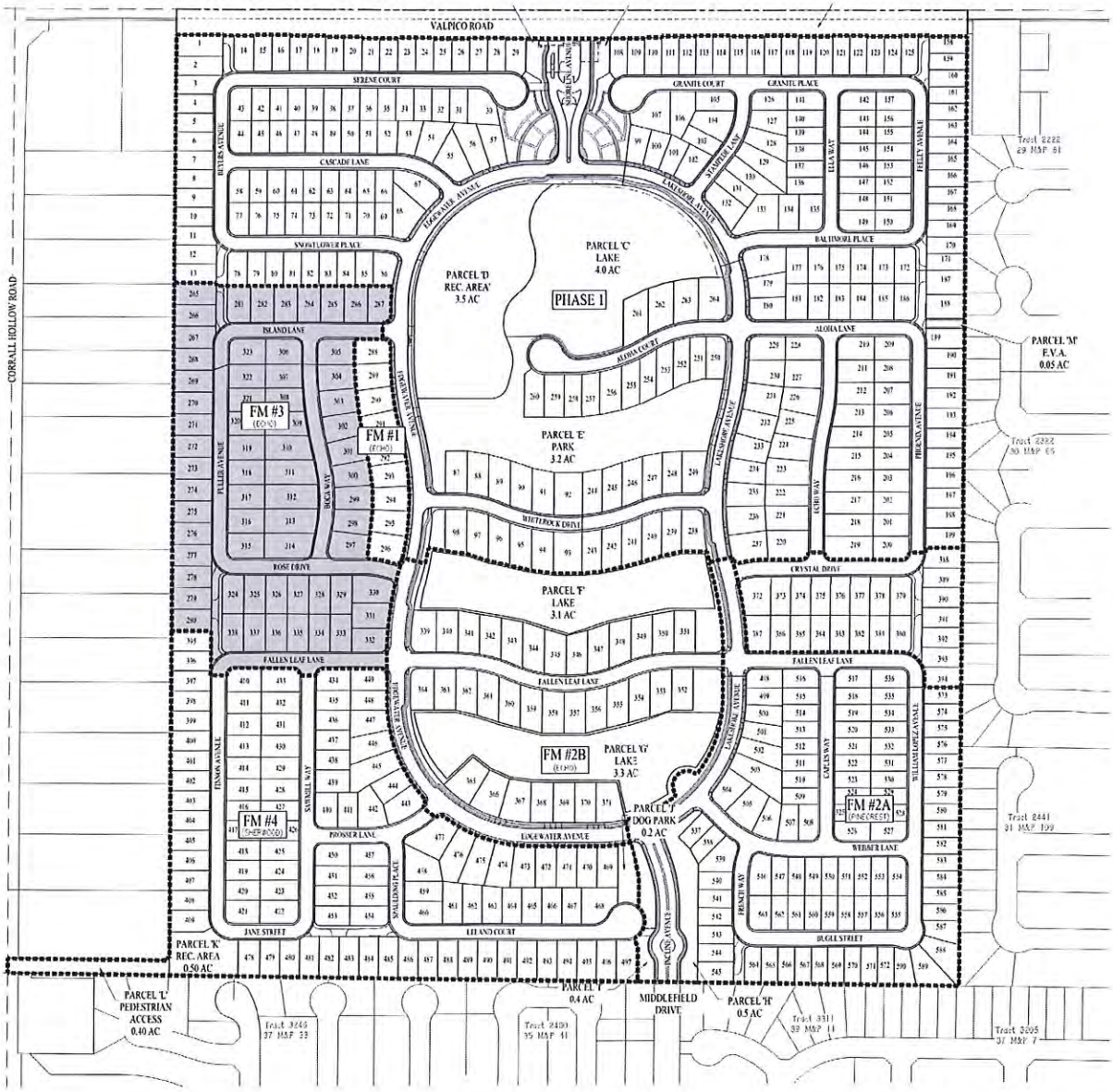

EXHIBIT "D"
PAGE 1 OF 1

Name of Person	Company Name	Telephone Number
Steve Savage	Toll Brothers	(925) 249-6032
Gordon Zanin	CBG Civil Engineers	(925) 866-0322

Remainder of the Page Intentionally Left Blank

Exhibit 5

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
Tracy Village Neighborhood 4
Tract 4161

This Subdivision Improvement Agreement ("**Agreement**") is entered into between the City of Tracy, a municipal corporation ("**City**"), and **TOLL WEST INC.** which will do business in California as Toll Brothers West Inc., a Delaware corporation (hereinafter "Subdivider").

Recitals

A. Subdivider is currently the owner of the real property located at south side of Valpico Road and east of Corral Hollow Road ("**Property**"), and more particularly described in **Exhibit "A"**, attached and incorporated herein by its reference.

B. On May 15, 2018, the Tracy City Council ("***City Council***") adopted the Tracy Village Specific Plan and approved various related land use entitlements including Application No. TSM17-0003 and approved by Resolution No. 2018 087 (the "***Tentative Subdivision Map for Tracy Village, Tract No 3917***"). The project includes 590 single-family dwelling units and would include three manmade lakes totaling approximately 10 acres, along with a community recreation center with pool, spa and bocce courts, open space and trails/pathways. The project also includes the proposed annexation into the City of an additional 42 residential properties. The Tentative Subdivision Map is on file with the City Clerk and is incorporated herein by this reference.

C. The Tentative Map approval was subject to certain conditions of approval ("**Conditions**"). The Conditions are attached here as **Exhibit "B"** and incorporated by reference. Among other things, the Conditions describe improvements that are required for approval of a final map under the Subdivision Map Act, the City's 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), the Subdivider has submitted to the City the Final Subdivision Map ("**Final Map**") for Tract No. 4161 - Tracy Lakes Neighborhood 4, consisting of 103 single family residential lots and other parcels to be owned by Homeowner's Association located on approximately 19.07 acres within the boundaries of the aforementioned 590 lot Tracy Village Project. Exhibit "C" shows the overall Tracy Village project area and the location of the Final Subdivision Map for Tract 4161 – Tracy Lakes Neighborhood 4 ("**Project**" or "**Project site**").

E. In accordance with the Conditions of Approval, the Subdivider has prepared, and the City Engineer has approved certain Improvement Plans and Specifications (which incorporate portions of the City's Standard Specifications) which describe in more detail the improvements that are required for approval of the Final Map. The Plans and Specifications are incorporated herein by reference. The approved "**Plans and Specifications**" includes: fifteen (15) sheets of improvement plans entitled "*Tracy Lakes – Phase 4 Improvement Plans Tract 4161*" prepared by CBG Civil Engineers, San Ramon, CA.; four (4) sheets of joint trench plans entitled "Joint Trench Composite Plan, Tracy Lakes Phase 4, Sherwood, prepared by Giacalone Design Services, Inc. Pleasanton, CA.; and forty-one (41) sheets of Streetscape plans entitled "Tracy Lakes Tract #3917 Entry & Loop Road – Phase 2 Landscape Improvement Plans" prepared by SMP Environmental Design of Dana Point, CA. The Improvement Plans, Joint Trench Plan and Street Light Plans are on file with the City Engineer under Tracking Number ENG 23-0011, and the Streetscape Improvement Plans are on file with the City Engineer under Tracking Number ENG 22-0047, all incorporated herein by reference.

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

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Scope of Work; Location.** Subdivider shall perform, or cause to be performed, the Work described in the Plans and Specifications and the Conditions ("Work"), to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at Subdivider'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. Subdivider 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). Subdivider shall perform all Work at the locations and grades shown on the Plans and Specifications. Subdivider (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 Subdivider'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. Work shall begin 60 days after the Effective Date of this Agreement, in compliance with the requirements in Section 2.1. Effective Date is defined as the date on which the City executes the Agreement. Subdivider 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 fifteen (15) days before the beginning of Work, Subdivider shall provide written notice to the City Engineer of the date on which Subdivider will begin Work. Subdivider shall not begin Work until after the notice required by this section is properly provided, and Subdivider 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, Subdivider shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Subdivider's prosecution of the Work.

   2.3 **Completion of Work.** Subdivider shall complete all Work by no later than December 1, 2025 after Subdivider'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) Subdivider submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Subdivider pays all processing fees for such time extension.

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

3.1 **Faithful Performance** security in the amount of **$1,385,000.00** 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 $1,385,000.00 to secure payment by Subdivider to laborers and materialmen under Government Code sections 66499.2, 66499.3, and 66499.4.

3.3 **Warranty** security in the amount of **$138,500.00** 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 **$9,750.00** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

4. **Indemnification.** Subdivider shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Subdivider or Subdivider'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 13, 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, Subdivider's obligations under this Section 4 are in addition to all other Subdivider's obligations set forth in this Agreement and shall not affect Subdivider's warranty obligations set forth in Section 13, below.

5. **Insurance.** Concurrently with the execution of this Agreement by Subdivider, and before beginning any Work, Subdivider 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.** Subdivider shall, throughout the duration of this Agreement, maintain insurance to cover Subdivider, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

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

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

5.6 **Endorsements.** Subdivider 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 Subdivider'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, Subdivider's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of Subdivider's insurance and shall not contribute with it.

5.6.3 Subdivider 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.** Subdivider 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. Subdivider shall immediately obtain a replacement policy.

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

5.9 **Insurance Certificate.** Subdivider 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) calendar days before the policy expiration date of any insurance policy required by this Agreement, Subdivider shall provide a substitute certificate of insurance.

5.11 **Subdivider's Obligation.** Maintenance of insurance by Subdivider as specified in this Agreement shall in no way be interpreted as relieving Subdivider of any responsibility

whatsoever (including indemnity obligations under this Agreement), and Subdivider may carry, at its own expense, such additional insurance as it deems necessary.

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

7. **Default.**

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

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

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

7.2.2 Subdivider abandons the Project site.

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

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

7.2.5 Subdivider violates any legal requirement related to the Work.

7.3 If Subdivider fails to cure the default within thirty (30) days, or provide adequate written assurance to the satisfaction of the City Engineer that the cure will be promptly 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 Subdivider 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 Subdivider complete performance of the Work.

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

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

9. **Repair of any Damage.** In the event and to the extent Subdivider or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Subdivider shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

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

Concurrently with Subdivider's execution of this Agreement and before the beginning of any Work, Subdivider 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, Subdivider shall pay all such costs and provide a report directly to the City.

11. **Subdivider's Authorized Representative.** At all times during the progress of the Work, Subdivider shall have a competent foreperson or superintendent (Superintendent) on site with authority to act on behalf of Subdivider. Subdivider 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. **Exhibit "D"** attached hereto includes the initial contact information referenced in this Section 11.

12. **Acceptance of Work.** Before the City Council's acceptance of the Work, Subdivider is solely responsible for maintaining the quality of the Work and maintaining safety at the Project site. Subdivider'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.

13. **Warranty Period.** Subdivider shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. 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 Subdivider under this Agreement, Subdivider shall be in default of this Agreement and shall without delay and without any cost to City repair, replace, or reconstruct any defective improvements.

14. **Notices.**

14.1 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:

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

Attn: City Engineer
notice@cityoftracy.org

With a copy to

City Attorney's Office
333 Civic Center Plaza
Tracy, CA 95376

Attn: City Attorney
attorney@cityoftracy.org

To Subdivider:

Toll West Inc. dba in California as
Toll Brothers West Inc.,
a Delaware corporation

Attn: Steve Savage
6800 Koll Center Pkwy, Ste. 320
Pleasanton, CA 94566

Tel: (925) 249-6032
Email: ssavage@tolllbrothers.com

With a copy to

Toll West Inc.
Attn: Yolanda Rodriguez
Chief Transactional Counsel
1140 Virginia Drive
Fort Washington, PA 19034

Tel: (215) 938-8216
Email: yrodriguez2@tollbrothers.com

14.2 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.

15. **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. Notwithstanding the foregoing, any changes requested or approved by, or consented to by the City during in-field inspections do not need to be made in writing provided that they are reflected on the as-builts.

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

17. **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.

18. **Assignment and Delegation.** This Agreement and any portion of it may not be assigned or transferred, nor shall any of Subdivider'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.

19. **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.

20. **Permits, Licenses, and Compliance with Law.** Subdivider shall, at Subdivider's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Before City signs the Agreement, Subdivider shall obtain a City of Tracy Business License. Subdivider shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

21. **Entire Agreement; Exhibits; Severability.** The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Legal Description of Property (Recital A.)
B. Conditions of Approval (Recital D.) – Tract 3917 COA attached
C. Location Map
D. Subdivider's Authorized Representative Information (Section 11.)

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.

22. **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.

[SIGNATURES ON FOLLOWING PAGE]

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. _____.]

Subdivider

_____
By: Steve Savage
Title: Vice President
Date: 12-6-23

Federal Employer Tax ID No.
83-3070946

Attest:

_____
By: Adrianne Richardson, City Clerk

Approved As To Form:

_____
By: Bijal M. Patel, City Attorney

ACKNOWLEDGMENT

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

State of California
County of Alameda)

On December 13, 2023 before me, Rosana Haydee Martinez Sedano, Notary Public
(insert name and title of the officer)

personally appeared Steve Savage,
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.

ROSANA HAYDEE MARTINEZ SEDANO
Notary Public - California
Alameda County
Commission # 2404926
My Comm. Expires May 20, 2026

Signature _____ (Seal)

Exhibit "A"

LEGAL DESCRIPTION

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

PARCEL N, AS SHOWN ON THAT CERTAIN MAP ENTITLED, TRACT NO. 3917, TRACY VILLAGE NEIGHBORHOOD 5A, FILED FOR RECORD on October 31, 2022 IN BOOK 44 OF MAPS AND PLATS, PAGE 50,
SAN JOAQUIN COUNTY RECORDS.

City of Tracy
Conditions of Approval

Tracy Village
Application Number (Tract 3917)
May 15, 2018

These Conditions of Approval shall apply to the real property described as the Tracy Village Development. The Tracy Village Development Project is proposed as a gated community consisting of 590 single-family detached residential homes, and would include three man-made lakes totaling approximately 10 acres, along with a community recreation center with pool, spa and bocce courts, open space and trails/pathways (Assessor's Parcel Number 244-040-01 and 244-030-01 and 02), located on the south side of Valpico Road, east of Corral Hollow Road. The project also includes the proposed annexation into the City of an additional 42 residential properties (Residential Annexation Area) fronting Corral Hollow Road and Valpico Road, and an adjoining drainage canal north of Valpico Road (Parcel Numbers 244-030-03 through 22 and 242-050-01 through 21, and 242-040-29).

The following definitions shall apply to these Conditions of Approval:

1. "Applicant" means any person, or other legal entity, defined as a "Developer."

2. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed engineer designated by the City Manager, or the Development Services Director, or the City Engineer to perform the duties set forth herein.

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 (also known as Urban Management Plan), the Tracy Municipal Code, ordinances, resolutions, policies, procedures, and the City's Design documents (the Streets and Utilities Standard Plans, Design Standards, Parks and Streetscape Standard Plans, Standard Specifications, and Manual of Storm Water Quality Control Standards for New Development and Redevelopment, and Relevant Public Facilities Master Plans).

4. "Conditions of Approval" shall mean the conditions of approval applicable to the Tracy Village Development project. The Conditions of Approval shall specifically include all Development Services Department, including Planning, Engineering, and Building Divisions, Finance Department, Fire Department, and Public Works conditions set forth herein.

5. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.

6. "Project" means the real property consisting of approximately 135 acres located on the south side of Valpico Road, east of Corral Hollow Road, Assessor's Parcel Number 244-040-01, and 244-030-01 and 02, and 42 residential properties fronting Corral Hollow Road and Valpico Road (Parcel Numbers 244-030-03 through 22 and 242-050-01 through 21 and 242-040-29).

7. "Property" means the real property generally located on the south side of Valpico Road, east of Corral Hollow Road, Assessor's Parcel Number 244-040-01, 244-030-01 and 02, and 42 residential properties fronting Corral Hollow Road and Valpico Road (Parcel Numbers 244-030-03 through 22 and 242-050-01 through 21, and 242-040-29).

8. "Subdivider" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. "Subdivider" also means Developer. The term "Developer" shall include all successors
in interest.

B. Planning Division Conditions of Approval:

1. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, *et seq.*), the Subdivision Map Act (Government Code sections 66410, *et seq.*), the California Environmental Quality Act (Public Resources Code sections 21000, *et seq.*, "CEQA"), and the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 15000, *et seq.*, "CEQA Guidelines").

2. Unless specifically modified by these Conditions of Approval, the Project shall comply with all City Regulations.

3. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all mitigation measures identified in the Tracy Village Development Project Environmental Impact Report dated April 11, 2018.

4. Pursuant to Government Code section 66020, including section 66020(d)(1), the City HEREBY NOTIFIES the Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) will begin on the date of the conditional approval of this Project. If the Developer fails to file a protest within this 90-day period, complying with all of the requirements of Government Code section 66020, the Developer will be legally barred from later challenging any such fees, dedications, reservations or other exactions.

5. Except as otherwise modified herein, all construction shall be consistent with the Vesting Tentative Subdivision Map received by the Development and Engineering Services Department on April 2, 2018 and as modified on the project site plan and Tracy Village Specific Plan dated March 2018.

6. Prior to the issuance of any building permits for the community buildings, the applicant shall provide a detailed landscape and irrigation plan consistent with City landscape and irrigation standards and the approved plan, including, but not limited to Tracy

Municipal Code Section 10.08.3560, the City's Design Goals and Standards, and the applicable Department of Water Resources Model Efficient Landscape Ordinance on private property, and the Parks and Parkways Design Manual for public property, to the satisfaction of the Development Services Director. Newly planted, on-site trees shall be a minimum size of 24-inch box and shrubs shall be a minimum size of five gallons.

7. No signs are approved as a part of this development application. Prior to the installation of any signs, the applicant shall submit a sign permit application and receive approval from the Development Services Director in accordance with City Regulations.

8. Prior to the issuance of any building permits, the developer shall document compliance with the City of Tracy Manual of Stormwater Quality Control Standards for New Development and Redevelopment (Manual) to the satisfaction of the Public Works Director, which includes the requirement for Site Design Control Measures, Source Control Measures and Treatment Control Measures under the guidelines in a project Stormwater Quality Control Plan (SWQCP). Compliance with the Manual includes, but is not limited to, addressing outdoor storage areas, trash enclosures, parking areas, any wash areas and maintenance areas. The SWQCP must conform to the content and format requirements indicated in Appendix D of the Manual and must be approved by the Public Works Director prior to issuance of grading or building permits. Stormwater treatment shall be consistent with the approved plans, subject to approval by the City's Utility Department.

9. The project shall comply with all applicable provisions of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan, including Incidental Take Minimization Measures applicable at the time of permit and a pre-construction survey prior to ground disturbance, to the satisfaction of San Joaquin Council of Governments.

10. The developer shall design and construct all buildings with fire sprinklers in accordance with City Regulations to the satisfaction of the Fire Marshal.

11. Development of the 42 residential properties (Residential Annexation Area) shall be governed by the following: The majority of the 42 lots are developed with detached single-family residences, and are served by private wells and septic systems. Connection to city water and sewer systems shall be voluntary, unless new residential development (building permits for new construction) is proposed by the property owners.

12. The project shall utilize the building elevations as shown in the Tracy Village Specific Plan for the Tracy Village residential community, consistent with requirements of the City Design Standards and Guidelines and the project Planned Unit Development provisions. The final design plans shall be subject to review and approval of the Development services Director prior to first building permit issuance.

13. All of the houses that border existing developed lots on the west, east and south sides of the Tracy Village project shall be limited to a single-story in height.

14. All common area lots and open spaces, including landscaping, shall be maintained by the Project homeowner's association (HOA). Final covenants, conditions and restrictions (CC&Rs) shall be submitted to the City for review and approval prior to their recordation. The CC&Rs shall be recorded prior to City issuance of a grading plan or improvement plans for the Project.

15. All proposed Emergency Vehicle Access (EVA) points connecting the project to public streets shall be built subject to Fire Department and Engineering Division approval, including with respect to width, loads, turn radius, and use of gates or other barriers.

16. All vents, gutters, downspouts, flashing, electrical conduit, and other wall-mounted or building-attached utilities shall be painted to match the color of the adjacent surface or otherwise designed in harmony with the building exterior to the satisfaction of the Development Services Director.

17. All ground-mounted equipment, including, but not limited to air conditioning units, water heaters, gas meter and utility boxes shall be screened form view from common areas with decorative walls, fences or landscaping, to the satisfaction of the Development Services Director.

18. Prior to final inspection or certificate of occupancy, all exterior and parking area lighting shall be directed downward or shielded, to prevent glare or spray of light into any adjacent properties, to the satisfaction of the Development Services Director.

19. All PG&E transformers, phone company boxes, Fire Department connections, backflow preventers, irrigation controllers, and other on-site utilities, shall be vaulted or screened from view from any public right-of-way, behind structures or landscaping, to the satisfaction of the Development Services Director.

20. Prior to the issuance of a building permit, the Developer shall submit detailed trash and recycling enclosure plans which include the following, to the satisfaction of the Development Services Director: the walls shall be of masonry construction, at least eight feet in height, include solid metal doors, a solid roof, and an interior perimeter concrete curb. The enclosures shall include exterior color and material compatible with adjacent or nearby building exteriors of the project.

21. Prior to the issuance of a building permit, the developer shall design a recycling program consistent with State Assembly Bill 341, to the satisfaction of the Public Works Director. The program shall include or have access to enclosures with adequate space for both refuse and recycling and shall be incorporated with the trash and recycling enclosures. Each enclosure shall have signs that clearly indicate refuse and recycling locations as well as prohibition of scavenging. The program shall include recycling options or elements at the pool area and other common areas for the residents.

22. The developer shall be required to pay all applicable City impact fees, including park fees. No fee credit shall be given for the developer private parks and facilities within the Tracy Village Development.

C. Finance Department Conditions of Approval

1. Prior to recording the Final Map, the applicant shall do one of the following, subject to the approval of the Finance Director:

a. CFD or other funding mechanism. The applicant shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that prior to the issuance of the first building permit, the applicant will form a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for funding the on-going operational costs of providing Police services, 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. 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 applicant shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that prior to the issuance of the first building permit, the applicant 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.

If the provisions for adequate funding of the on-going operational costs of providing Police services, Public Works services and other City services are met prior to issuance of the first building permit for the project, subject to the Finance Director's review and approval, the terms of this condition shall be considered to have been met and this condition shall become null and void.

D. Building Division Conditions of Approval

1. The developer shall demonstrate that the proposed residential buildings are designed and constructed in conformance with all applicable City and State Regulations to the satisfaction of the Chief Building Official, including but not limited to CalGreen Building Standards and Title 24-11A accessibility standards.

2. The developer shall demonstrate that all improvements, in-tract and offsite, required to serve the Project Site described by the final map and Vesting Tentative Subdivision Map are in accordance with the City Regulations. The Improvement Plans shall specifically include all the requirements specified below.
    a. The Improvement Plans shall consist of the Grading and Storm Drainage Plans, Irrigation and Landscaping Plans, Composite / Joint Utility Plans, In-tract Civil and Utility Plans, Street Lighting Plans, Sewer Plans, Water Distribution Plans, Fire Hydrant distribution Plans, Signing and Striping Plans, Masonry Wall Plans, and Storm Water Plans, Curb, Sidewalk, Gutter, Fire Department EVA road and additional associated features, Road profiles and construction details, Handicap Accessibility Plans and construction details in accordance with City of Tracy Standards and Regulations.
    b. Improvement plans shall also include Lake Construction plans to include but not limited to retaining walls, all applicable distribution features, piping, pumps, out-fall structures, inlets and connection to City storm water.
    c. All supporting engineering calculations, soils reports, material and technical specifications, and reports related to the design of the subdivision improvements, and as required by the City Engineer shall be provided. The engineering calculations shall include calculations for determining the size and capacity of sewer, water and storm drainage facilities.
3. No Temporary or Final Building Certificate of Occupancy will be issued by the City (excluding model homes) until after the Subdivider provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that the Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the improvements required in these Conditions of Approval.
4. All gates are to be accessible by the Fire Department in the case of an emergency, by means such as a Knox box, Knox padlock, Opticon sensors or other means to the satisfaction of the Fire Chief and Chief Building Official.
5. All hydrants, FDCs and DDCVs shall be provided with a minimum of three feet of clearance at all times. Therefore, landscaping shall be designed so that no adjacent plants can grow into and obscure these pieces of equipment.

E. Engineering Division Conditions of Approval

E.1. General Conditions

The Subdivider shall comply with the applicable requirements of the approved documents, technical analyses/ reports prepared for the Project listed as follows:

a) "Tracy Village Traffic Impact Impact Analysis", prepared by Kimley-Horn

Associates, dated March 14, 2018, and Memorandum titled "Tracy-Village – Tentative Map Review" prepared by Kimley-Horn Associates, dated February 12, 2018 and any subsequent amendments and updates (Collectively "Traffic Report").

b) "Tracy Village Water Distribution System Hydraulic Network Analysis", prepared by West Yost Associates, dated February 16, 2018, and any subsequent amendments and updates. ("Water Report")

c) Technical Memorandum by Storm Water Consulting, Inc., dated January 8, 2018, and any subsequent amendments and updates. ("Storm Drainage Report").

E.2. Grading Permit

The Subdivider shall submit all relevant documents related to grading permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

E.2.1. Grading and Drainage Plans prepared on a 24" x 36" size polyester film (mylar). Grading and Drainage Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil Engineer.

a) The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Building Official and Fire Code Official prior to submitting the mylars to Engineering Division for City Engineer's approval.

b) Prior to the issuance of Grading Permit for the Project, Subdivider shall submit improvement plans and secure approval of plans from the City's Building Division, for the design of on-site sewer improvements and the Project's sewer connection.

E.2.2. Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

E.2.3. Two (2) copies of the Project's Geo-technical /Soils Report prepared by Geo-technical Engineer.

E.2.4. Copy of recorded slope easements or construction/grading easements on adjacent properties (if applicable).

E.2.5. Three (3) sets of the Storm Water Pollution Prevention Plan (SWPPP) for the Project with a copy of the Notice of Intent (NOI) submitted to the State Water Quality Control Board (SWQCB) and any relevant documentation or written approvals from the SWQCB, including the Wastewater Discharge Identification Number (WDID#).

a. After the completion of the Project, the Subdivider is responsible for filing the Notice of Termination (NOT) required by SWQCB. The Subdivider shall provide the City with a copy of the completed Notice of Termination.

b. The cost of preparing the SWPPP, NOI and NOT, including the filing fee of the NOI and NOT, shall be paid by the Subdivider.

c. The Subdivider shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the applicable provisions of the City's Storm Water Management Program.

E.2.6. Two (2) sets of the Project's Geotechnical Report signed and stamped by a licensed Geotechnical Engineer licensed to practice in the State of California.

a. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, pavement design recommendations, and elevation of the highest observed groundwater level.

E.2.7. 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 Measure AQ-1 of the Mitigation Monitoring and Reporting Program of the Environmental Impact Report (EIR).

E.2.8. A copy of the approved Air Impact Assessment (AIA) with an Indirect Source Review (ISR) from San Joaquin Valley Air Pollution Control District (SJVAPCD).

E.2.9. Two (2) sets of Hydrologic and Storm Drainage Calculations for the design of the on-site storm drainage system and for determining the size of the project's storm drainage connection, as required in Conditions E.4.2.d and E.4.3.k, below.

E.3. Encroachment Permit – Subdivider shall submit all relevant documents related to encroachment permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

E.3.1. Improvement Plans prepared on a 24" x 36" size 4-mil thick polyester film (mylar), if necessary that incorporate all the requirements described in these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

a. The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Building Official and Fire Code Official prior to submitting the mylars to Engineering Division for City Engineer's approval.

E.3.2. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

E.3.3. Traffic Control Plan shall be prepared under the supervision of, signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California, as required in Condition E.4, below.

E.3.4. Tracy's Fire Official's signature on the Improvement Plans indicating their approval for the fire service connection and fire and emergency vehicle access for the Project.

E.3.5. Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement

Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA. The Subdivider's obligations in the OIA shall be deemed to be satisfied upon City Council's acceptance of the public improvements and release of the Improvement Security.

E.3.6. Check payment for the applicable of engineering review fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable fees as required by these Conditions of Approval. The engineering review fees will be calculated based on the fee rate adopted by the City Council on May 17, 2016, per Resolution 2016-094.

E.4. Improvement Plans - Improvement Plans shall contain the design, construction details and specifications of public improvements and all subdivision 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. The Improvement Plans shall be completed to comply with City Regulations, these Conditions of Approval, and the following requirements:

E.4.1. The Improvement Plans including the Grading and Drainage Plans prepared in accordance with the City's Subdivision Ordinance and Design Standards. The improvement plans for all improvements (onsite and off-site) required to serve the Project in accordance with the City Design Documents, and these Conditions of Approval.

a. The Improvement Plans shall be prepared in mylar with the standard title and signature block.

b. The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylar including signatures by the Chief Building Official and Fire Code Official or Fire Safety Officer, prior to submitting the mylars to Engineering Division for City Engineer's approval.

E.4.2. The improvement plans shall be prepared to specifically include, but not be limited to, the following items:

a. All existing and proposed utilities such as domestic water line, irrigation service, fire service line, storm drain, and sanitary sewer, including the size and location of the pipes.

b. All supporting engineering calculations, materials information or technical specifications, cost estimate, and technical reports.

c. Two (2) copies of the Project's Geotechnical /Soils Report, prepared or signed and stamped by a Geotechnical Engineer.

d. The Project's on-site drainage connections to City's storm drainage system and on-site storm water treatment as approved by the City Engineer. Improvement Plans to be submitted with the hydrology and storm drainage calculations for the sizing of the on-site storm drainage system.

e. Three (3) sets of the Project's Storm Water Pollution Prevention Plan (SWPPP), Best

Management Practices (BMPs) and a copy of the Notice of Intent (NOI) with the State-issued Wastewater Discharge Identification number (WDID#).

E.4.3. Grading and Storm Drainage Plans

Site Grading

a. Include all proposed erosion control methods and construction details to be employed and specify materials to be used.

b. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Geotechnical Engineer. A copy of the Project's Geotechnical Report must be submitted with the Grading and Storm Drainage Plans.

c. Site grading shall be designed such that the Project's storm water can gravity drain directly to an existing storm drain system with adequate capacity to drain storm water from the Project Site in the event that the on-site storm drainage system fails or is clogged. The storm drainage release point is recommended to be at least 0.70 foot lower than the building finish floor elevation and shall be improved to the satisfaction of the City Engineer.

d. When the grade differential between the Project Site and adjacent property(s) exceeds 12 inches, a reinforced or masonry block, or engineered retaining wall is required for retaining soil. The Grading Plan shall show construction detail(s) of the retaining wall or masonry wall. The entire retaining wall and footing shall be constructed within the Project Site. A structural calculation shall be submitted with the Grading and Storm Drainage Plans.

e. An engineered fill between the Project site and adjacent properties may be accepted as a substitute of a retaining wall, if the grade differential is less than 2 feet and subject to approval by the City Engineer. The Grading and Storm Drainage Plans must show the extent of the slope easement(s). The Subdivider shall be responsible for obtaining permission from owner(s) of the adjacent and affected property(s). The slope easement must be recorded, prior to the issuance of the final building certificate of occupancy.

Storm Drainage

f. The Subdivider shall design and install the Project's storm drainage connection(s) to the City's storm drain facilities per the City of Tracy Citywide Stormwater Master Plan and the "Storm Drainage Study" and as required by the City Engineer.

g. The Subdivider shall submit design calculations and obtain approval of improvement plans for the off-site storm drain line to connect to existing channel at Sycamore Parkway. The Subdivider shall execute Offsite Improvement Agreement prior to beginning of work. The Subdivider will be required to overlay half street section on Valpico Road along the full length of the storm drain line after completion of installation of the storm drain line.

h. All on-site SD facilities, lakes, channels and associated facilities including the proposed connection(s) to the City's public drainage facilities, shall be owned and maintained by the HOA.

i. The Subdivider shall provide a Stormwater Quality Control Plan (SWQCP) detailing the methods in which the development will address compliance with the applicable City's Multi-Agency Post-Construction Stormwater Standards Manual (Manual).

The proposed stormwater treatment within the lake system will be subject review and approval by the City. Prior to the issuance of the grading permit for the project, the SWQCP shall be approved by the City Engineer.

j. Prior to the final inspection of the first building to be constructed on the Property, the Subdivider shall submit a signed and notarized Stormwater Treatment Facilities Maintenance Agreement (STFMA) as a guarantee for the performance of Subdivider's responsibility towards the repair and maintenance of on-site storm water treatment facilities. Calculations related to the design and sizing of on-site storm water treatment facilities must be submitted with the STFMA and the Grading and Storm Drainage Plans.

E.4.4. Sanitary Sewer Facilities

a. The Subdivider shall design and install sanitary sewer facilities including the Project's sewer connection in accordance with City Regulations and utility improvement plans approved by the City Engineer.

b. The Subdivider shall build and dedicate, to the satisfaction of the City Engineer, public sewer mains, manholes and associated improvements required to serve the entire subdivision. All public infrastructure shall be located in the private subdivision roadways. The Subdivider shall provide easements, to the satisfaction of the City Engineer, across the entire road plus 5 feet on either side as measured from the back of curb. Repair and maintenance of all sewer lines outside of easements which includes (but it not limited to) laterals and appurtenances shall be a private maintenance obligation either from the fronting property owner, HOA, or another City approved maintenance entity.

c. In the event the permanent sewer main in Corral Hollow Road and downstream improvements required to provide permanent capacity for the Project have not been constructed (by others) at the time of request for first building permit within the Project, the Subdivider shall complete the design and install master plan facilities within Corral Hollow Road from the Project to Node 4W-1 as shown in Figure 5-1 of Tracy Wastewater Master Plan.

d. Interim capacity in the existing sewer main north of Node 4W-1 may be temporarily available and the Project may be permitted to utilize existing capacity in the system north of Node 4W-1 subject to verification of availability of capacity in the existing facilities by completion of a technical analysis by City's Consultant ("Interim Sewer Capacity Analysis"). The cost of the Interim Sewer Capacity Analysis shall be funded by the Subdivider, and shall be completed prior to issuance of first building permit. If the Interim Sewer Capacity Analysis indicates that there is no capacity available for the Project, the Subdivider shall design and construct master plan facilities to provide additional capacity per the Wastewater Master Plan.

e. The Subdivider shall design and install wastewater services to existing homes on the north side of Valpico Road as part of the Offsite Improvements. The subdivider will be eligible for fee credits for the cost of installation of the water services.

f. In order to facilitate installation of wastewater service connections to existing homes fronting Corral Hollow Road as part of City's CIP project, a funding requirement in the amount of $100,000 has been identified. The Subdivider shall pay to the City the amount specified above within 30 days from written request from the City Engineer. City will identify funding source for reimbursement of the amount to the Subdivider, and enter into a Reimbursement Agreement prior to payment by the Subdivider.

g. The Subdivider is hereby notified that the City has limited wastewater treatment capacity in the City's Wastewater Treatment Plant until current and future expansion capital improvement projects are completed and operational. As of January 2017, the City had an unused capacity of approximately 1851 EDU's within its wastewater treatment plant available to new development within the City on a first come-first served basis. These EDU's are currently available to serve the proposed project, but as other development projects within the City come forward and building permits are issued, this remaining capacity will be reduced.

E.4.5. Water Distribution System

a. Water line sizing, layout and looping requirements for this Project shall comply with recommendations of the analysis by the City's Water Consultant.

b. If development of the Project is phased (e.g., the north part of the Project is developed as Phase 1 and the south part of the Project is developed as Phase 2), both connections to the City's existing potable water system (at Valpico Road and at Middlefield Drive), should be constructed with the first phase of development to provide for water supply redundancy and ensure adequate fire flow availability under all phases of Project development.

c. All water connections that are bigger than 2 inches in diameter shall be Ductile Iron Pipe (DIP).

d. During the construction of the Project, the Subdivider is responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the City of Tracy Fire Code Official.

e. All costs associated with the installation of the Project's permanent water connection(s) as identified in the Water Study including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings, replacing traffic detecting loops, conduits, and wires, relocating existing utilities that may be in conflict with the water connection(s), and other improvements shall be paid by the Subdivider.

f. Subdivider shall obtain an account for the water service to the Project and register the water meter with the Finance Department. Subdivider shall prepare and submit a map depicting the location of the water meter(s) to Finance Department.

g. If water main shut down is necessary, the City will allow a maximum of 4-hour water supply shutdown. The Subdivider shall be responsible for notifying residents or business owner(s), regarding the water main shutdown. The written notice, as approved by the City

Engineer, shall be delivered to the affected residents or business owner(s) at least 72 hours before the water main shutdown. Prior to starting the work described in this section, the Subdivider shall submit a Water Shutdown Plan and Traffic Control Plan to be used during the installation of the offsite water mains.

h. The Subdivider shall design and install domestic water service connections, including remote-read water meter (the water meter to be located within City's easement) in accordance with City Regulations.

i. The Subdivider shall build and dedicate, to the satisfaction of the City Engineer, public water mains, valves, fittings, fire hydrants and associated improvements required to serve the entire subdivision. All public infrastructure shall be located in the private subdivision roadways. The Subdivider shall provide easements, to the satisfaction of the City Engineer, across the entire road plus 5 feet on either side as measured from the back of curb to maintain the valves, fitting, fire hydrants and other associated improvements. Repair and maintenance of all water lines outside of easements which includes (but it not limited to) laterals, meters and appurtenances shall be a private maintenance obligation either from the fronting property owner, HOA, or another City approved maintenance entity.

j. The Subdivider shall design and install fire hydrants at the locations approved by the City's Fire Safety Officer and Chief Building Official. Prior to the approval of the Improvement Plans, the Subdivider shall obtain written approval from the City's Fire Safety Officer and Chief Building Official, for the design, location and construction details of the fire service connection to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.

k. The Subdivider shall design and install water services to existing homes on the north side of Valpico Road as part of the Offsite Improvements. The Subdivider will be eligible for fee credits for the cost of installation of the water services.

l. In order to facilitate installation of water service connections to existing homes fronting Corral Hollow Road as part of City's CIP project, a funding requirement in the amount of $100,000 has been identified. The Subdivider shall pay to the City the amount specified above within 30 days from written request from the City Engineer. City will identify funding source for reimbursement of the amount to the Subdivider, and enter into a Reimbursement Agreement prior to payment by the Subdivider.

m. Recycled Water

On-site Recycled Water is proposed to fill and maintain the water levels in the proposed project's lakes. On-site and off-site recycled water lines shall be designed per City Standards and applicable Regulations. The Subdivider shall install Recycled Water main in Valpico Road with construction of required roadway improvements on Valpico Road.

City will be installing Recycled Water facilities from the Wastewater Treatment Plant upto the intersection of Lammers Road and Old Schulte Road. Prior to final inspection of 150th home excluding model homes, the Subdivider shall complete installation of Recycled Water facilities from the Project to the intersection of Lammers Road and Old Schulte Road to connect

to Recycled Water line, if City's project has installed the Recycled Water Mains from the WWTP upto this junction.

If City's Recycled Water facilities are not completed, or are partially completed prior to final inspection of 150th home excluding model homes, the Subdivider shall construct needed facilities to extend Recycled Water facilities to connect the Project to Recycled Water lines. If no Recycled Water facilities are available to connect, the Subdivider shall demonstrate that City's domestic water supplies and water network are adequate to provide water to the Project and lakes. In such event, City's consultant will prepare a report with recommendations for any improvements to the City's water system or other means of addressing the additional demand on City's domestic water system. The Subdivider shall be responsible for costs of full compliance with the recommendations.

If the Subdivider installs Recycled Water Facilities that are funded by the Development Impact Fees or other sources, the Subdivider will be eligible to request fee credits and/or reimbursements pursuant to Tracy Municipal Code.

E.4.6. Utility Easements

a. Utilities within private streets shall be located within utility easements dedicated to the City, and shall be subject to review and approval by the City Engineer. Proposed Maintenance access roads or curb cuts shall be reviewed and approved by the City Engineer.

b. The Subdivider shall coordinate with local service providers and dedicate necessary Public Utility Easements (PUE) along the Project's frontage on Valpico Road and within the Project for Joint Trench Utilities to serve the Project.

E.4.7 Street Improvements:

a) Right of Way on Valpico Road Per the Citywide Roadway & Transportation Master Plan (CRTMP) that was adopted by the City Council on November 26, 2012, pursuant to Resolution 2012-240, Valpico Road will be a 4-lane major arterial street with a minimum right-of-way of 99 feet. The street section proposed consists of 102' wide right-of-way.

The Subdivider shall dedicate 47 feet right-of-way from the existing right-of-way line of Valpico Road towards the Property along the entire frontage of the Property on Valpico Road, for the construction of Valpico Road Frontage Improvements. The Subdivider shall dedicate the right-of-way on Final Map, or execute a Grant Deed to convey the land in fee title and submit legal description and plat map that describes the area to be dedicated, prior to the issuance of the Grading Permit. The cost of preparing the legal description and plat map will be the sole responsibility of the Subdivider.

Subdivider shall acquire right-of-way required on the north side of Valpico Road (County parcels) to install the roadway and sidewalk improvements including undergrounding of overhead utilities. City may assist Subdivider in acquisition of the right-of-way. Cost of acquisition of right-of-way shall be reimbursable to the Subdivider from the program fees as determined by the City Engineer.

Subdivider will be eligible to request fee credits and/or reimbursements for the cost of right-of-way in excess of Subdivider's obligation as defined in Traffic Master Plan and pursuant to Tracy Municipal Code requirements.

The City will assume responsibility to maintain the public improvements and accept the offer of dedication for right-of-way on Valpico Road after the City Council accepts the public improvements.

b) Frontage Improvements on Valpico Road – The Subdivider shall design and construct all roadway improvements on Valpico Road that are necessary to provide safe and functional access(s) to the Project for each phase and at Project's build-out condition, as described by the Traffic Report, and as required by the Conditions of Approval.

(i) The Frontage Improvements involve the widening of the south side of Valpico Road along the frontage of the Project and pavement transitions on both sides on Valpico Road and other improvements which include but not limited to, the installation of new asphalt concrete pavement, concrete curb, gutter, sidewalk, Class I bike lane, handicap ramp(s), crosswalk, bus shelter with turnout and associated improvements, parkway landscaping improvements with automatic irrigation system, storm drainage, catch basin/ drop inlet, fire hydrant, domestic, irrigation and fire services, street lights traffic sign(s), pavement marking and striping along the entire frontage on Valpico Road, and other improvements such as barricades, signing, and striping that are necessary to provide a safe transition to and from existing roadway section of Valpico Road (Frontage Improvements).

(ii) The roadway improvements shall also include the installation of a traffic signal at the Main Entry Street at Valpico Road. The intersection improvements will include but not limited to, traffic detection loops, pull boxes, conduits and wires, audible pedestrian warning, electronic sign, crosswalk, pavement legends and markings, lane markings, traffic signs, and other improvements as determined by the City Engineer that are deemed to be necessary to have a safe and functional traffic signal. The traffic signal is not included in funded improvements in City's fee program, and hence costs of design, acquisition of right-of-way (if required) and installation of the traffic signal is not eligible for fee credits or reimbursements.

(iii) The sidewalk along the frontage of the project shall be extended east of the Project boundary to connect to the existing sidewalk. Cost of acquiring right-of-way or easements and installation of the sidewalk shall be the responsibility of the Subdivider.

(iv) Subdivider shall design and install improvements on Valpico Road west of the Project to provide safe transitions to existing improvements. Subdivider shall acquire needed right-of-way on both sides of Valpico Road. Scope of roadway improvements shall be as determined by the City Engineer during the review of the improvement plans for the Project.

(v) Subdivider will be eligible to request fee credits and/or reimbursements for the cost of design and construction of improvements on Valpico Road that are in excess of Subdivider's obligation as defined in Traffic Master Plan and pursuant to Tracy Municipal Code requirements.

(vi) The Subdivider may request formation of a benefit district for recovering cost of right-of-way and construction of improvements beyond the Subdivider's frontage responsibility and not

included in City's fee program. The City will collect administrative fee, formation cost, and program management fees for forming, administering, and managing the benefit district. The Subdivider is responsible for submitting all documents such as materials receipts, payroll, equipment rental and others to show actual construction cost or expenses incurred or to support claim for reimbursement.

(vii) Improvement plans to be prepared for Valpico Road improvements shall include transition paving, widening, striping and signage, modification or removal of the existing guard rail (if required) to the east of the Project to conform to existing 4-lane street section in compliance with applicable standards to ensure safe transition for eastbound and westbound traffic on Valpico Road. The improvement plans shall also include transition paving, widening, striping and signage, modification or removal of the existing private improvements, relocation of existing overhead utility poles (if required) to the west of the Project to conform to existing street section in compliance with applicable standards to ensure safe transition for eastbound and westbound traffic on Valpico Road. The improvements shall be as approved by the City Engineer.

(viii) City has approved improvement plans to construct improvements on Corral Hollow Road to widen the street section to 4-lane configuration. The improvements on Valpico Road to be installed with the Project shall match the improvements per the approved improvement plans for Corral Hollow Road Improvements project at the intersection of Corral Hollow Road and Valpico Road. If the improvements at the intersection of Corral Hollow Road and Valpico Road are completed by the City at the time of construction of Valpico Road improvements by the Subdivider, the Subdivider shall design and construct improvements on Valpico Road to match the intersection improvements.

(ix) The construction details and specifications of bus turnout and bus shelter on Valpico Road shall be submitted for City's review at the time of review of Offsite Improvement Plans. The cost of the bus shelters and turnout and associated improvements are to be paid by the Subdivider without any reimbursement from the City.

(x) The Subdivider shall dedicate an easement for maintenance of traffic signal loops within Entry Street 1 on the Final Map, or execute a Grant Of Easement to the City, and submit legal description and plat map that describes the easement area.

(xi) Any travel lane(s) or left-turn and right-turn lane(s) and traffic signal at Entry Street 1 are considered to be site specific offsite improvements and they are Subdivider's responsibility to design and construct without any fee credits or reimbursements.

(xii) Prior to the issuance of a Building Permit for the project, the Subdivider shall dedicate a Public Utility Easement (PUE) along the full frontage of the Project on Valpico Road.

(xiii) CMU wall that is proposed to be constructed along the frontage of the project shall be located behind the right-of-way on Valpico Road. Maintenance of the wall, monument and decorative pavement at Entry Street 1 shall be the responsibility of the HOA.

c. Roadway Improvements on North side of Valpico Road- The Subdivider shall design and construct all roadway improvements on north side Valpico Road per the Valpico Road Typical

section shown on the Tentative Map and City Standards.

(i) Improvement plans to be prepared for Valpico Road improvements shall include improvements required to construct 4-lane arterial section with 5' wide Class II bike lane, curb and gutter, 5' wide sidewalk and improvements behind the sidewalk within the 3' setback to the right-of-way on the north side of Valpico Road. The improvement plans shall also include modification or removal of the existing private improvements as required to construct improvements and undergrounding of existing overhead utility poles in compliance with applicable standards. The improvement plans shall show modifications of driveways, landscape, fences, walls, mailboxes and other structures that may be impacted with the construction of the improvements.

The Subdivider shall coordinate modifications with property owners to minimize impacts to the parcels. City may require preparation of detailed exhibits for each of the parcels to provide necessary information to the owners.

d. All roadway improvements described in these Conditions of Approval must be designed and constructed by the Subdivider to meet the applicable requirements of the latest edition of the California Department of Transportation Highway Design Manual (HDM) and the California Manual of Uniform Traffic Control Devices (MUTCD), all applicable City Regulations, and these Conditions of Approval.

The Subdivider may complete the construction of improvements on Valpico Road in two phases:

First phase consisting of design and construction of Frontage Improvements on the south side of Valpico Road, four traffic lanes (two lanes for eastbound and two lanes for westbound traffic) with interim asphalt curb on the north side of Valpico Road, and installation of the traffic signal shall be completed by the Subdivider prior to issuance of 100th building permit within the Property.

Second phase consisting of removal of interim improvements, undergrounding of overhead utilities and sidewalk on the northside of Valpico Road shall be completed by the Subdivider prior to issuance of 200th building permit within the Property.

e. The Subdivider shall be responsible for any repairs or reconstruction of street pavement, curb, gutter and sidewalk and other public improvements on Valpico Road, if determined by the City Engineer to be in poor condition or damaged by construction activities related to the Project.

f. If the Subdivider completes the construction of roadway improvements on Valpico Road as described in these Conditions of Approval that are beyond the frontage responsibility of the Project, the Subdivider may be entitled to fee credits and/or reimbursement for the program portion of the roadway improvements on Valpico Road in accordance with the OIA and Title 13 of the Tracy Municipal Code. The amount of fee credit and/or reimbursement shall be determined during the review of improvement plans.

E.4.8. Project Access and Traffic Circulation

a. Design and construction of all streets and Entry Street 1 and 2 shall comply with the findings of the Traffic Analysis by Kimley-Horn Associates, and applicable City Standards.

b. The Subdivider shall construct complete street improvements for the Private internal streets and alleys as generally shown in the Tentative Map Tract No. 3917. Subdivider shall comply with the requirements of Fire Department and Public Works Department for access and design of structural pavement for Maintenance Access roads and Fire Lane access Roads within the Development. Improvement Plans shall be submitted to Engineering Division for review and approval by the City Engineer.

i) Private Streets and alleys will be maintained by the HOA.

ii) The Subdivider shall prepare a Signing and Striping Plan for the on-site private streets and alleys. The Signing and Striping Plan shall include all stop bars, stop legends, stop signs, right-turn or left turn arrows, centerline stripes, traffic control signage, etc. as necessary for internal traffic circulation.

iii) Striping and signage for on-street parking on the internal private streets and for designated parking lots for resident, guest, employees, and visitor parking shall comply with City's standards for Off Street Parking.

iv) The Subdivider shall submit detailed plans for Parcel L, Pedestrian Access to Corral Hollow Road. The improvements proposed within Parcel L shall be submitted for review and approval by City Engineer, Public Works Director and Police Chief.

E.4.9. Irrigation and Landscaping Plans

a. All parkway landscaping improvements along the frontage of the Property on Valpico Road shall be designed and constructed in accordance with City Regulations and completed as part of the Valpico Road Frontage Improvements. Design and construction details of these improvements shall be included in the Irrigation and Landscaping Plans. Parkway landscaping shall be maintained by the HOA as part of the Long-Term Maintenance Agreement between the City and Subdivider or HOA. The parkway landscape planting and irrigation system shall be separate from the onsite landscaping plan, including a separate irrigation meter, irrigation main(s), and irrigation controller(s). Parkway landscape improvements shall conform to City standards.

b. The Subdivider shall design and install public and private improvements, including street trees, monument signs, decorative fences and walls, and other improvements at locations that shall meet requirements related to horizontal sight distance.

E.4.10. Undergrounding of Overhead Existing Overhead Utilities

a. The Subdivider shall design and underground existing utilities on the north side of Valpico Road across from the Project as part of the Frontage Improvements. The Subdivider shall coordinate design and installation of underground utilities with the utility companies and the property owners. Undergrounding of services to the existing homes shall be completed with the undergrounding. City will provide assistance in seeking cooperation of the property owners in

undergrounding of services to homes. The Subdivider shall acquire easements if required to install the underground utilities. If the Subdivider is unable to acquire the necessary easements, City may extend its power of eminent domain subject approval of the City Council.

b. Pursuant to Tracy Municipal Code, Subdivider is responsible for 50% of the cost of undergrounding of overhead utilities on the north side of Valpico Road. City may reimburse the Subdivider for costs in excess of Subdivider's obligation towards the cost of undergrounding subject to availability of funds. At the time of approval of this Development Application, City has not identified funding sources for reimbursement. City will continue its evaluation of funding sources including Rule 20-A funding.

E.4.11. Offsite Improvement Agreement

a. Prior to starting any work on Valpico Road Frontage Improvements, the Subdivider shall sign an improvement agreement (Offsite Improvement Agreement or OIA) and post improvement security in accordance with Section 12.36.080 of the TMC, to guarantee completion of the public improvements. The OIA requires approval from the City Council.

E.4.12. Traffic Impact Mitigations

a. All Applicable traffic impact mitigations identified in the Environmental Impact Report shall be complied with.

E.4.13. Traffic Control Plan - Prior to starting the work, the Subdivider shall submit a Traffic Control Plan, to show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California.

E.4.14. Joint Utility Trench Plans – The Subdivider shall prepare joint trench plans in compliance with utility companies' requirements and City regulations, and obtain approval of the plans. All private utility services to serve Project, including electric, telephone and cable TV to the building must be installed underground, and to be installed at the location approved by the respective owner(s) of the utilities.

a. The Subdivider shall submit Joint Utility Trench Plans for the installation of electric, gas, telephone and TV cable main and service lines that are necessary to be installed to serve the Project. These utilities shall be installed within the Public Utility Easement (PUE) that will be offered for dedication to the City. The Subdivider shall coordinate, as feasible, with the respective owner(s) of the utilities for the design of these underground utilities to ensure they can be installed within the PUE to the extent feasible (and except in the event, that additional space beyond the PUE is required, as determined by the utilities owner(s)).

b. The Subdivider shall verify with the respective utility owner(s) if they will allow the installation of private landscaping within the public utility easement. Subdivider shall provide the utilities' owner(s) written notification and receive permission to construct the improvements, prior to the approval of the building permit.

E.5. Building Permit - No building permit will be approved by the City until the Subdivider

demonstrates, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

E.5.1. Payment of the Master Plan Fees for Citywide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park adopted by the City Council on January 7, 2014, per Resolution 2014-010.

E.5.2. Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC, and these Conditions of Approval.

E.5.3. Payment of the Agricultural Conversion or Mitigation Fee as required in Chapter 13.28 of the TMC, and these Conditions of Approval.

E.5.4. Payment of the Regional Transportation Impact Fees (RTIF) as required in Chapter 13.32 of the TMC, and these Conditions of Approval.

E.6. Acceptance of Public Improvements - Public improvements will not be accepted by the City Council until after the Subdivider completes construction of the relevant public improvements, and also demonstrates to the City Engineer satisfactory completion of the following:

E.6.1. Correction of all items listed in the deficiency report prepared by the assigned Engineering Inspector relating to public improvements subject to City Council's acceptance.

E.6.2. 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.

E.6.3. Reasonable written permission from irrigation district or affected owner(s), if applicable, as required in Condition E.10.3, below. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.

E.7. Temporary or Final Building Certificate of Occupancy or Final Building Inspection - No Temporary or Final Building Certificate of Occupancy will be issued by the City until after the Subdivider provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that:

E.7.1. The Subdivider has satisfied all applicable requirements set forth in Condition E.6, above.

E.7.2. The Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the improvements required in these Conditions of Approval. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the 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).

E.7.3. Unless dedicated on the Final Map, signed and notarized Grant Deed with the legal description and plat map that describes the area to be dedicated to the City, for the construction of Valpico Road Improvements.

E.7.4. Unless dedicated on the Final Map, signed and notarized Grant of Public Access Easements, Emergency Vehicle Access Easements, and Utility Easements with legal description and plat maps as applicable.

E.8. Improvement Security – The Subdivider shall provide improvement security for all public facilities, as required by the OIA and these Conditions of Approval. The form of the improvement security may be a surety bond, letter of credit or other form in accordance with section 12.36.080 of the TMC. The amount of improvement security shall be as follows:

E.8.1. Faithful Performance (100% of the estimated cost of constructing the public facilities),

E.8.2. Labor & Materials (100% of the estimated cost of constructing the public facilities), and

E.8.3. Warranty (10% of the estimated cost of constructing the public facilities)

E.9. Release of Improvement Security - Improvement Security(s) described herein shall be released to the Subdivider after City Council's acceptance of public improvements, and after the Subdivider demonstrates, to the satisfaction of the City Engineer, compliance of these Conditions of Approval, and completion of the following:

E.9.1. Improvement Security for Faithful Performance, Labor & Materials, and Warranty shall be released to the Subdivider in accordance with Section 12.36.080 of the TMC.

E.9.2. Written request from the Subdivider and a copy of the recorded Notice of Completion.

E.10. Special Conditions

E.10.1. All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with City Regulations, and City's Design documents including the City's Facilities Master Plan for storm drainage, roadway, wastewater and water adopted by the City, or as otherwise specifically approved by the City.

E.10.2. 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. The Subdivider shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit.

E.10.3. The Subdivider shall abandon or remove all existing irrigation structures, channels and pipes, if any, as directed by the City after coordination with the irrigation district, if the facilities are no longer required for irrigation purposes. If irrigation facilities including tile drains, if any,

are required to remain to serve existing adjacent agricultural uses, the Subdivider will design, coordinate and construct required modifications to the facilities to the satisfaction of the affected agency and the City. Written permission from irrigation district or affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.

E.10.4. Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or another public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the Grading Permit, Encroachment Permit, Building Permit, Improvement Plans, and OIA, if the City Engineer finds it necessary due to public health and safety reasons, and it is in the best interest of the City. The 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.

F. Fire Department Conditions of Approval

1. Prior to occupancy of any structures, monitored NFPA 13-R automatic sprinkler and smoke alarm systems must be installed.
2. Trees planted along fire apparatus access roads or alleys shall be maintained/pruned to provide the minimum 13.5 feet of clear vertical height or the variety provided shall be the type which will not naturally encroach into this right-of-way for emergency vehicle access.
3. Any cul-de-sac bulb that cannot accommodate fire truck turning with on-street parking shall be striped and signed "no parking" to the satisfaction of the Fire Chief.
4. All alleys shall be signed and striped "no parking" to ensure a 20-foot clear travel way at all times for emergency vehicle access.

G. Public Works Conditions of Approval

1. The City requires that the Tracy Village Development project homeowners association (HOA) provide for maintenance of all landscape areas within the project boundaries, and shall join a Community Facilities district (CFD) for landscape maintenance adjacent to the project within the City's right-of-way along both Corral Hollow and Valpico Roads. While required to join the CFD, it will be kept in a "dormant" status for the private streets landscape maintenance and only activated if the HOA does not provide for maintenance as needed. Landscape maintenance on each privately owned lot will be the responsibility of the individual homeowners.

2. Landscaping shall be provided consistent with standard details of the City Master Plans.

3. The developer shall coordinate with the City's trash collector (currently Tracy Delta disposal) to allow for access through the entry gates, and shall either plan for manual collection on the alley-loaded lots, or ensure that the toters are located for pick-up by the trucks on the right hand side only.

Exhibit "C"
Location Map

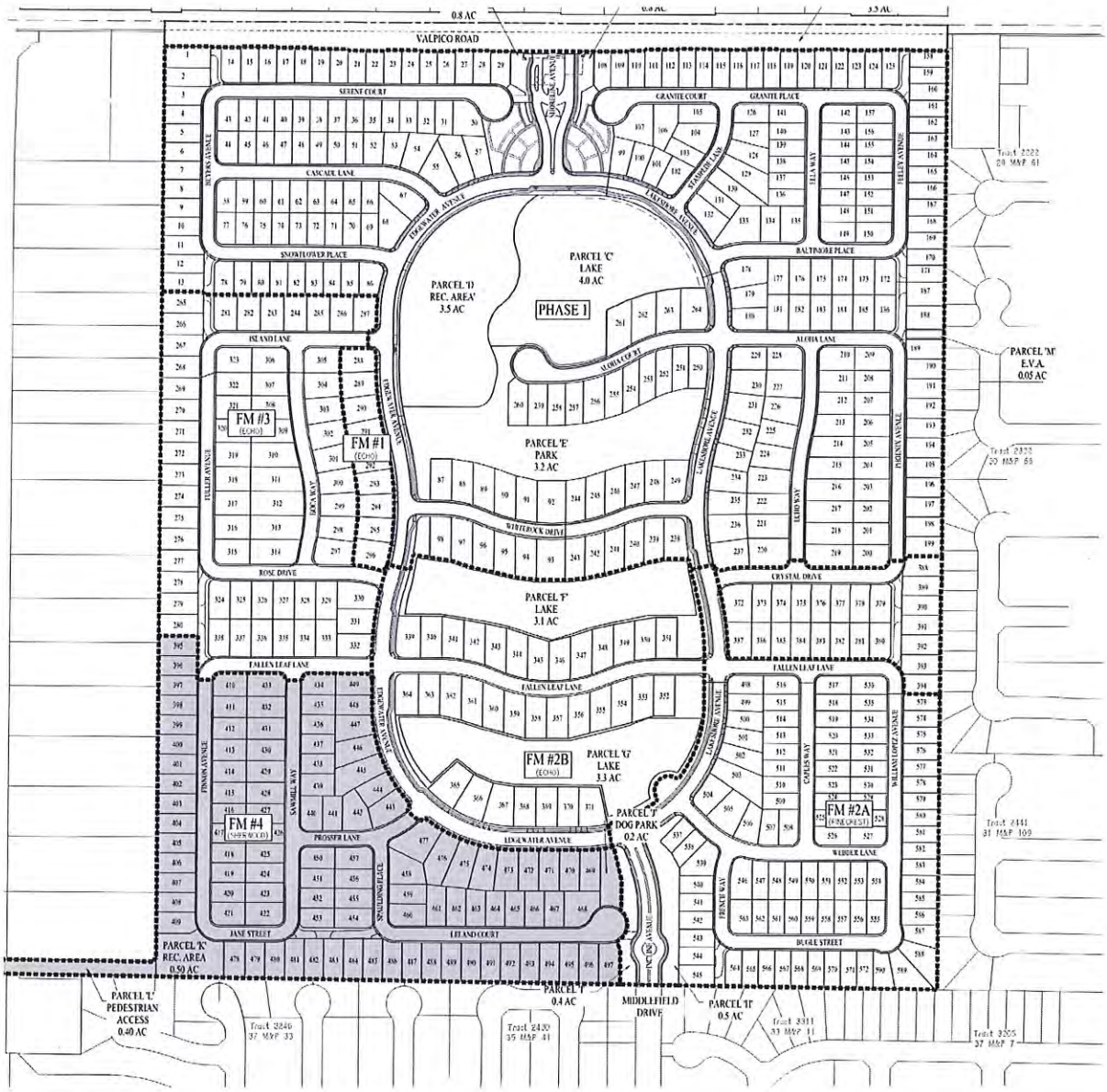

EXHIBIT "D"
PAGE 1 OF 1

Name of Person	Company Name	Telephone Number
Steve Savage	Toll Brothers	(925) 249-6032
Gordon Zanin	CBG Civil Engineers	(925) 866-0322

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December 19, 2023

Agenda Item 1.G

RECOMMENDATION

The Tracy Finance Committee recommends that the City Council adopt a resolution: 1) Authorizing the acceptance of a grant award from San Joaquin County American Rescue Plan Act allocation in the amount of $7,167,798; and 2) Appropriating the total grant funds to the Temporary Emergency Housing project (Capital Improvement Project 71112).

EXECUTIVE SUMMARY

This item provides the City Council with an opportunity to accept a grant award in the amount of $7,167,798 from San Joaquin County American Rescue Plan Act allocation and appropriate such funds towards the construction of Phase II of the Temporary Emergency Housing Facility project (Project). This phase of the Project includes the construction of the Sprung Structure that will accommodate up to 68 guests, a day room, client services and site improvements. Additional ancillary buildings include a kitchen, restrooms, showers, laundry, and storage.

BACKGROUND AND LEGISLATIVE HISTORY

In September of 2022, San Joaquin County's Program Administrator for Homeless Initiatives contacted the City staff in support of the City's efforts regarding the Project. This Project was to be the first emergency housing shelter in the City of Tracy. The shelter site was approved in March of 2021 and is located on 4.8 acres of City-owned property. The first phase of construction of this site included underground infrastructure work to include above ground construction of a 6,300 square foot Sprung Structure that will accommodate up to 68 guests, a day room, offices, and client services in an accessible climate-controlled space. Preparing the site will include constructing and installing infrastructure for full project build-out site improvements and erecting the Sprung Structure. Upon start of Phase I, there were significant delays in construction which gave the City authority to declare a shelter crisis. Phase I was split into two phases. Phase I included the underground work that needed to be completed before Phase II and the above-ground construction could begin. Phase I was completed in October of 2022. Additional auxiliary buildings include a kitchen, restrooms, showers, laundry, and storage. Increasing shelter bed capacity is a local and regional priority.

Since submitting the original project narrative for the site which only included Phase II, the project scope of work has expanded to include four phases. All four phases will be constructed on the original project site which is located at 370 Arbor Avenue in Tracy. Phase I described in the original project as having been reconfigured into two phases. Therefore, Phase I of the project resulted with the completion of the below ground construction of the project site in October of 2022. Phase II of the project includes the 6,300 square foot sprung structure that was identified in the original project narrative. This phase includes the ancillary buildings which provide a kitchen, restrooms, showers, laundry, and storage facilities. Phase II has been delayed due to construction funding and supply chain issues. Phase II will go out for re-bid at the end of

November/Early December 2023 with this grant funding and additional funds, the project is now able to be completed. The re-bid of this phase of the project is also contingent on the completion of a new Environmental Assessment to include additional HUD funds.

Due to the delay in executing Phase II of the project, our City Council declared a shelter emergency in August of 2022 which allowed the City to transition to an Interim Shelter site to provide emergency shelter solutions to our most vulnerable residents. In the additional phases (Phase III & IV), other housing options have been solidified. Phase III of the project includes four dormitory buildings with capacity to house up to 48 individuals in a non-congregate setting. Additionally, Phase III includes an administrative building to provide meals and supportive services. Furthermore, Phase IV anticipates eight additional custom containers that have been purchased which will increase the capacity for an additional 38 individuals to receive housing within the project site.

ANALYSIS AND DISCUSSION

On September 19, 2022, the City of Tracy submitted a proposal and budget to the San Joaquin County Program Administrator for Homeless Initiatives to help fund construction of Phase II of the Temporary Emergency Housing Facility. San Joaquin County stated that they had a fund from the American Rescue Plan Act that was able to provide capital projects funding for additional housing projects and would like to provide some of that additional funding to the cities with construction projects. Therefore, the City moved forward with submitting a funding proposal for the additional funding needed to complete the CIP 71112. The Mobility and Housing Department, Homeless Services Division qualified to receive $7,167,798 in grant funds from the San Joaquin County American Rescue Plan Act allocation.

The grant funds will be used to fund the completion of the Phase II complete site build out which includes structure foundations, underground utilities, sidewalks, patio coverings, the kitchen structure, restrooms, showers, laundry and storage structures. In addition, this funding will cover the cost of fencing, gates, a trash enclosure, site exterior lighting, landscaping, outdoor and indoor furnishings, irrigation, control systems and exterior security systems. These funds are beneficial to the City because they will aid the City in completing the original Phase II complete site build out to support further housing options and support services to our most vulnerable residents.

FISCAL IMPACT

The Mobility and Housing Department, Homeless Services Division will receive $7,167,798 in grant funds from the San Joaquin County American Rescue Plan Act allocation. The $7,167,798 grant is to be appropriated to the Temporary Emergency Housing project budget (CIP 71112).

CEQA DETERMINATION

The project is a temporary interim emergency housing site exempt from California Environmental Quality Act (CEQA) review in accordance with Government Code sections

65660-65662 (for Low Barrier Navigation Centers) and Section 15269(c) of the CEQA Guidelines (14 Cal. Code Regs 15269(c)) (for Emergency Projects).

STRATEGIC PLAN

This agenda item supports City Council's Homelessness Strategic Plan.

ACTION REQUESTED OF THE CITY COUNCIL

The Tracy Finance Committee recommends that the City Council adopt a resolution: 1) Authorizing the acceptance of a grant award from San Joaquin County American Rescue Plan Act allocation in the amount of $7,167,798; and 2) Appropriating the total grant funds to the Temporary Emergency Housing project (Capital Improvement Project 71112).

Prepared by: Virginia Carney, Homeless Services Manager

Reviewed by: Sara Cowell, Director of Finance
Bijal Patel, City Attorney
Karin Schnaider, Assistant City Manager
Brian MacDonald, Interim Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – MOU San Joaquin County
Attachment B- TEHF Phases I and II Budget

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN JOAQUIN COUNTY
AND
TRACY'S TEMPORARY EMERGENCY HOUSING FACILITY

MOU ID: B-23-407

Funding Amount Approved - $7,167,798

PARTIES:

COUNTY:

County of San Joaquin
General Services Director
44 N. San Joaquin Street, Suite 590
Stockton, CA 95202

Contact: Marcia Cunningham
Phone: (209) 468-3664
Email: mcunningham@sjgov.org

CITY:

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

Contact: Midori Lichtwardt
Interim City Manager
Phone: (209) 831-6115
Email: cm@cityoftracy.org

Contact: Virginia Carney
Homeless Services Manager
Phone: (209) 831-6119
Email: virginia.carney@cityoftracy.org

This Memorandum of Understanding ("MOU") is made and entered into this ___ day of _____, by and between the City of Tracy, a political subdivision of the State of California, through its City Manager's Office ("CITY"), and San Joaquin County, a political subdivision of the State of California, through its General Services Department ("COUNTY").

RECITALS

On July 25, 2023, the San Joaquin County Board of Supervisors approved a $7,167,798 million funding allocation to support the completion of the construction of Tracy's Temporary Emergency Housing Facility (TEHF Project). (Exhibit A).

On July 13, 2021, the Board of Supervisors authorized a one-time allocation of $3,661,113 from unprogrammed Capital Outlay funds to support construction and related development costs for an emergency shelter facility in the City of Tracy (City). To date, the City has secured $13,682,484.53(HHAP Round 3 allocation of $251,795.53 for operations should not be included in the total CIP budget for capital needs and the actual number the City has secured is $13,430,689) for the project, including $4,242,148.68(HHAP Round 3 is also included in this number) in direct contributions from the County. On October 4, 2022, the Board approved recommendations for the County's second tranche of funding through the American Rescue Plan Act, including a set aside of $20,000,000 for housing and homelessness, a portion of which was designated for the project. If authorized for this additional contribution, funding from San Joaquin County supporting the project will total $11,409,946.68 over three years:

HHAP Round 1 (2020)	$329,240.15
HHAP Round 3 (2023)	251,795.53
First ARPA Allocation (2021)	3,661,113.00
Second ARPA Allocation (2023; pending)	7,167,798.00
Total County Contribution	**$11,409,946.68**

ARPA funds will be used solely for the capital needs of the project (Exhibit B). Once fully operational, anticipated for May 2024, the facility will have the capacity to provide emergency shelter and related services each night to 68 homeless men and women at the location on West Arbor Avenue in Tracy, including kitchen, restroom, shower facilities, laundry, and administrative offices.

Operational costs are estimated at $3,641,820 annually and will be funded by the City's ARPA funds and General Fund.

Estimated Annual Operating Expenses	
City Staff - Management	$300,000
Operating - Service Providers (City Net)	2,169,701
Operating - Service Providers (TCCC)	602,119
Modular Rentals (5)	120,000
Operating Costs/Supplies	450,000
Total	**$3,641,820**

According to the most recent point-in-time count of the unsheltered homeless conducted by the San Joaquin Continuum of Care on January 30, 2022, there were 155 people experiencing unsheltered homelessness within City limits, representing approximately 9% of total individuals counted that day Countywide. Once online, the Arbor Avenue Shelter is expected to play a critical role in reducing unsheltered homelessness in the City of Tracy and the South County region. This continued investment from the County serves an urgent

need in South County and will directly support the goals of the Regional Strategic Plan on Homelessness, the City of Tracy Strategic Plan on Homelessness, and the San Joaquin County Board of Supervisors.

COUNTY and CITY mutually desire to enter this MOU to memorialize the rights, duties, and obligations of each toward the other in connection with the services that the CITY will provide to and for the benefit of the COUNTY in connection with the award of the above-referenced funds.

Tracy's Temporary Emergency Housing Facility

PROJECT LOCATION:
370 W. Arbor Avenue
Tracy, CA 95304

APN # 212-230-05

Property Description:
- Zoned: M-1, Light Industrial

TOTAL FUNDING: $7,167,798

- The City anticipates utilizing the second ARPA Allocation in the amount of $7,167,798 Million to complete Phase II: Site Improvements & Sprung Structure. (Exhibit C & D)

Highlights

- **Sprung Structure** adds 6,300 sq. ft. which will accommodate up to 68 guests, a day room, and operator offices in an accessible climate-controlled space.
- **Auxiliary buildings**
  - Showers and Restrooms
  - Commercial Kitchen
  - Laundry Facility
- **Outdoor Amenities**
  - Shade Structures
  - Outdoor Furniture
  - Landscape
  - Exterior Lighting and Security Systems

- The TEHF project includes the construction of a 60' x 105' structure on the property that will accommodate 68 guests. It includes a day room and offices for operations, administration, and client services in an accessible climate-controlled space with fire alarms, security, and sprinkler systems.

- The 6,300 square-foot low-barrier shelter will accommodate people, pets, and possessions.

- Auxiliary structures will be prefabricated and will include a kitchen, restrooms, showers, laundry, and storage.

- The TEHF project will also include a selection of a service provider(s) to operate the facility and provide case management to connect clients experiencing homelessness with health, employment, and housing resources.

Site Improvements

- The site improvements include security fencing, fire access lanes, parking, landscaping, and space for future expansion based on funding availability.

- CITY must submit appropriate supporting documentation for COUNTY approval and the total cost of the TEHF projects shall not exceed the awarded amount of $7,167,798.

NOW, THEREFORE, COUNTY and CITY do hereby mutually agree as follows:

I. PURPOSE OF THE MOU

On July 25, 2023, the COUNTY Board of Supervisors approved an award of $7,167,798 of ARPA Funds (#20250) as requested by the CITY. San Joaquin County Fiscal Year 2023-2024 Public Improvement Budget (#1040148000), Account (#6601000000) appropriations were increased by $7,167,798 to cover the award cost from the Capital Outlay Fund #37004.

The purpose of this MOU is to memorialize the use of funding to be provided to the CITY pursuant to COUNTY Board Letter B-23-407 (Exhibit B), approved on July 25, 2023, for the Projects described in the Recitals, above.

II. ORDER OF PRECEDENCE

Each of the items listed below is incorporated into this MOU by reference. In the event of any inconsistency in this MOU, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State of California statutes and regulations.

2. This MOU and its Exhibits:

Exhibit A: Order-Motion BOS 07 25 2023
Exhibit B: BOS Letter 07 25 2023
Exhibit C: Board Presentation City of Tracy 07 25 2023
Exhibit D: Project Budget City of Tracy Allocation for TEHF $7,167,798
Exhibit E: City of Tracy PROPERTY LOCATION
Exhibit F: W-9/Employer ID #: 94-6000442
Exhibit G: REQUEST FOR FUNDS_HOMELESS TRACY 7 25 2023

III. SCOPE OF SERVICES

CITY agrees to provide Temporary Emergency Shelter and other services to the homeless in Tracy California - San Joaquin County, and shall utilize the COUNTY funding described herein for the Projects described in the Recitals, above.

CITY shall perform its services and work in accordance with currently approved methods and standards of practice in the CITY'S professional specialty.

IV. GENERAL PROVISIONS

A. Term of Agreement:

This Agreement shall commence on the date of execution through the 30th day of December 2025, unless said work is completed on a date prior thereto or unless terminated earlier as provided herein or extended upon mutual agreement.

B. Interpretation

This MOU shall not be interpreted in favor of any Party by virtue of said Party not having prepared this MOU.

If any time period provided for in this MOU ends on a day other than a Business Day, the time period shall be extended to the next Business Day.

C. Compensation:

1. COUNTY agrees to pay the CITY the sum of SEVEN MILLION ONE HUNDRED SIXTY-SEVEN THOUSAND SEVEN HUNDRED NINETY-EIGHT DOLLARS ($7,167,798) for providing services as described in Sections I-III, above. Payments may be made in multiple installments as provided in subparagraphs (a) and (b) below. The payments cover $7,167,798 of the TEHF Project.

   a) Payments shall be paid within 15 business days of the signed "Request for Funds" form (Exhibit G). All documents showing the basis for cost estimates and quotes will need to be supplied to initiate the payments.
   b) Copies of all supporting documents for the TEHF Project shall be submitted with the foregoing "Request for Funds" form by CITY to COUNTY (including, but not limited to, contractor/concessionaire quotes, agreements, invoices, purchase receipts, payments, and any other documents which show approval of the representatives of the City as reflected on page 1 of this MOU) shall be submitted by CITY to COUNTY no later than December 1, 2026, via email to CIPREQFUND@sjgov.org.

   c) Any funds paid to CITY pursuant to this MOU that are not used for the approved TEHF Projects by December 1, 2026, shall be returned to COUNTY no later than December 30, 2026.

2. COUNTY shall monitor the CITY performance periodically throughout the term of this MOU, including reconciliation of payments to the actual cost, to ensure that the program is achieving satisfactory performance in relation to the objectives as stated in the Request for Funds.

3. Quarterly Project Status Reports are to be supplied by the CITY to the COUNTY. The first Quarterly Project Status Report will be due three months from the date the first payment is received by the CITY. CITY shall submit Project Status

Report(s) to the County of San Joaquin, County General Services Department, via email to CIPREQFUND@sjgov.org. All reports must reference MOU ID # B-23-407.

4. CITY agrees to maintain all program, fiscal, statistical, and management records and make such records available for inspection by COUNTY representatives upon request as described below. The records to be kept and maintained in connection with this MOU shall include, but are not limited to, Property documents, any and all costs associated with the Projects, the opening of the TEHF, invoices, records of services rendered, and recipient/contractor service-related correspondence. Failure to promptly comply with any COUNTY request for records and/or inspection pursuant to this Section IV shall constitute a breach of this MOU.

5. CITY agrees to maintain all records pertaining to service delivery and fiscal and administrative controls for a minimum of seven (7) years after final payment has been made, or until all pending County, State, and Federal audits are completed, whichever is later.

   Upon request, the CITY shall make these records available in the COUNTY to all authorized County personnel within three (3) working days of the request for such records.

6. CITY shall account for all of the expenditures paid by the COUNTY under this MOU and agrees their financial records shall contain itemized records of all costs related to this MOU. The CITY agrees to follow Generally Accepted Accounting Principles (GAAP) to support COUNTY paid expenditures.

7. Total payments under this MOU shall not exceed SEVEN MILLION ONE HUNDRED SIXTY-SEVEN THOUSAND SEVEN HUNDRED NINETY-EIGHT DOLLARS ($7,167,798) for the term of this MOU, as set forth in Section IV(A), above.

D. Invoicing:

CITY shall submit invoice(s) to the County of San Joaquin, County General Services Department, via email to CIPREQFUND@sjgov.org. All invoices must reference MOU ID # B-23-407 and the service(s) performed.

E. Indemnification:

CITY shall, at its expense, defend, indemnify, and hold harmless the COUNTY and its employees, officers, directors, contractors, and agents from and against any losses, liabilities, damages, penalties, costs, and fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including, without limitation for bodily injury or death, arising from or pertaining to the subject matter of this MOU, except to the extent caused by the intentional act or gross negligence of COUNTY.

F. Special Terms and Conditions

1) Grantee shall participate in and provide relevant data elements, including, but not limited to, the client's provider information, housing supports, and referrals in a manner consistent with federal law, into Activate Care, and HMIS. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code.

G. Insurance:

CITY shall obtain and maintain continuously in effect at all times during the term of this License, at CITY'S sole expense, general liability insurance protecting COUNTY, its officers, employees, and agents against liability which may accrue against COUNTY by reason of CITY'S use of funds pursuant to this MOU. Such insurance must be in the amount of not less than Two Million Dollars ($2,000,000) combined single limits coverage for personal injury, death, or property damage, and shall name the COUNTY and its agents as coinsured thereunder. In addition, the policy shall provide for a thirty (30) day notice to the COUNTY prior to cancellation or material change of the policy. CITY shall promptly supply the COUNTY with a certificate of insurance evidencing compliance with the above requirements.

CITY'S employees, contractors, and concessionaires shall be fully and adequately covered by Worker's Compensation Insurance, as required by law, and shall submit to the COUNTY a certificate of insurance evidencing compliance with such insurance requirements upon execution of this agreement. CITY shall not commence or continue operations on the Premises without the required Worker's Compensation Insurance being in force.

H. Notices:

Any notice required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be effected by one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless otherwise designated in writing by either party, such notice shall be mailed to the addresses shown on page one (1) of this MOU.

I. Termination:

1. ***Termination for Cause*:** If the CITY breaches or habitually neglects its duties under this MOU without curing such breach or neglect upon fifteen (15) working days written notice, the COUNTY may, by written notice, immediately terminate this MOU without prejudice to any other remedy to which the COUNTY may be entitled, either at law, in equity, or under this MOU.

J. Conflict of Interest Statement:

CITY covenants that the CITY, its officers, employees, or their immediate family, presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this MOU. CITY further covenants that in the performance of this MOU no person having any such interest shall be employed or retained by the CITY under this MOU. CITY shall not hire COUNTY'S employees to perform any portion of the work or services provided for herein including secretarial, clerical, and similar incidental services, except upon the written approval of the COUNTY. Performance of services under this MOU by associates or employees of the CITY shall not relieve the CITY from any responsibility under this MOU.

K. Force Majeure:

It is agreed that neither party shall be responsible for delays in delivery, acceptance of delivery, or failure to perform when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules, or regulations of any governmental agencies or other matters or conditions beyond the control of either the CITY or the COUNTY.

L. Compliance:

CITY shall comply with all Federal, State, and local laws, regulations, and requirements necessary for the provision of work and services. Furthermore, the CITY shall comply with all laws applicable to wages and hours of employment, occupational safety, fire safety, health, and sanitation, including, but not limited to, payment of prevailing wage pursuant to California law. CITY shall maintain the current throughout the life of this MOU, all permits, licenses, certificates, and insurances that are necessary for the provision of contracted services.

M. Disputes and Remedies:

1. At the COUNTY's sole discretion, COUNTY may elect to raise a dispute, claim, or breach by submitting it, in writing, to CITY. Such dispute, claim, or breach would include conditions and time constraints required of CITY to remedy.

2. Neither the pendency of a dispute, claim, or breach nor its consideration will excuse the parties from full and timely performance in accordance with terms of this MOU.

3. Any legal action or proceeding with respect to this MOU shall be brought in the courts of the State of California for the County of San Joaquin, or the courts of the United States of America for the Eastern District of California, and in no other courts. CITY hereby accepts such jurisdiction and venue and generally and unconditionally waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non-conveniens. The provision of this paragraph shall survive the expiration or other termination of this MOU regardless of the cause of such termination.

4. In any action brought by a party to enforce the terms of this MOU, the prevailing party shall be entitled to reasonable attorney's fees and costs, including the

reasonable value of any services provided by in-house counsel. The reasonable value of services provided by either party's counsel shall be capped at the hourly rate charged by Deputy County Counsel IV attorneys in the office of the County Counsel of San Joaquin County, California.

N. Documents:

All drawings, specifications, documents, and other memoranda or writings relating to the work and services hereunder shall remain or become the property of the COUNTY whether executed by or for the CITY for the COUNTY, or otherwise by or for the CITY, or by or for a subcontractor operating under the CITY supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to the COUNTY forthwith upon the COUNTY written demand, termination or completion of the work under this MOU.

O. Entire MOU and Modification:

This MOU and all documents incorporated by reference herein supersede all previous agreements between the Parties hereto, either oral or written, and constitute the entire understanding of the Parties with respect to the subject matter described herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both Parties.

P. If any term of the MOU is found to be illegal, invalid, or unenforceable under applicable law, such term shall be excluded to the extent of such illegality, invalidity, or unenforceability; all other terms of this MOU shall remain in full force and effect; and, to the extent permitted and possible, the illegal, invalid or unenforceable term shall be replaced by a term that is legal, valid and enforceable and that comes closest to expressing the intention of such illegal, invalid or unenforceable term.

IN WITNESS WHEREOF, COUNTY and CITY have executed this MOU effective on the day and year first written above.

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

By: _____
Midori Lichtwardt
Interim City Manager
City Manager's Office

COUNTY OF SAN JOAQUIN, a
political subdivision of
the State of California

By: _____
Marcia Cunningham
Director
General Services Department

Attachment B

Temporary Emergency Housing Facility Phases 1 & 2

Name: City of Tracy - Temporary Emergency Housing Facility Project
Location: 370 West Arbor Avenue Tracy

Allocated Activity Cost per Funding Available

Italicized and highlighted gray is Board of Supervisor Request for funding

Secured Project Funding		$ 4,500,000	$ 690,000	$ 329,240	$ 414,042	$ 836,294	$ 3,661,113	$ 3,000,000			
Tasks and Phases	**Budget(1)**	**American Rescue Plan Act (City)**	**Housing Asset Funds (City)**	**Homeless Housing, Assistance & Prevention**	**Homeless Housing, Assistance & Prevention R2**	**Community Development Block Grant**	**San Joaquin County (ARPA)**	**Federal (Harder)**	**Estimated Expenditures Unfunded**	***San Joaqun County (Request to BOS)***	***Remaining Expenditures Unfunded (2)***
Phase 1 - Site Preparaton, Demolition and Underground Utiltiies											
Arbor Site Preparation - Contract	$ 2,216,939		$ 10,769				$ 2,206,170		$ -		
Arbor Site Preparation - Change Orders	$ 1,018,051		$ 197,848		$ 414,042	$ 406,161			$ -		
Design, Construction Management, Inspection, Testing, etc.	$ 296,772		$ 153,306				$ 143,466		$ -		
Subtotal	**$ 3,531,762**	**$ -**	**$ 361,923**	**$ -**	**$ 414,042**	**$ 406,161**	**$ 2,349,636**	**$ -**	**$ -**		
Phase 2 - Site Improvements											
Project Design & Construction Design Support	$ 1,780,808	$ 868,076	$ 41,453	$ 242,469		$ 375,665	$ 253,145		$ -	$ -	
Environmental - NEPA	$ 144,201	$ 15,000	$ 61,600	$ 67,600					$ -	$ -	
Project Administration, Management & Inspection Services	$ 800,000	$ 745,533				$ 54,467			$ -	$ -	
Permits & Fees	$ 75,000	$ 45,015	$ 17,601	$ 12,384					$ -	$ -	
Power Supply & Distribution Equipment	$ 905,506	$ 834,064					$ 71,441.88		$ -	$ -	
Sewer Lift Station	$ 1,699,450	$ 1,699,450					$ -		$ -	$ -	
Construction Requirements (SWPPP, Temporary Fencing, Site Security, Construction Staking, As built records, Mobilization, etc.)	$ 550,000	$ 292,862	$ 60,000	$ 6,786			$ 190,352		$ -	$ -	
Structure Foundations	$ 825,000						$ 509,261.00		$ (315,739)	$ (315,739)	
Underground Utilities	$ 850,000							$ 731,038	$ (118,962)	$ (118,962)	
Administration Modular - Relocate & Refurbish	$ 350,000							$ 350,000	$ -	$ -	
Sidewalks & Misc. Concrete	$ 1,002,000							$ 78,962	$ (923,038)	$ (923,038)	
Patio Pavers - Permeable	$ 145,000								$ (145,000)	$ (145,000)	
Fire Access Road & Parking - Asphalt Pavements	$ 920,000								$ (920,000)	$ (920,000)	
Sprung Structure - Structure Purchase	$ 650,000							$ 650,000	$ -	$ -	
Sprung Structure - Erection	$ 300,000							$ 300,000	$ -	$ -	
Sprung Structure - Build Out (HVAC, Fire, Data, Elec, Carpentry, etc.)	$ 890,000							$ 890,000	$ -	$ -	
Premanufactured Kitchen - Structure Purchase	$ 759,000								$ (759,000)	$ (759,000)	
Premanuactured Kitchen - Utility Connections	$ 50,000								$ (50,000)	$ (50,000)	
Kitchen Furnishings - (Portable Warming Equipment, Pots, etc.)	$ 35,000								$ (35,000)	$ (35,000)	
Premanufactured Structures Purchase - Restrooms, Showers, Laundry, Mehcanical, Storage	$ 550,000		$ 147,423.00				$ 287,277.29		$ (115,299)	$ (115,299)	
Premanufactured Structures - Utility Connections	$ 100,000								$ (100,000)	$ (100,000)	
Fencing & Gates	$ 644,000								$ (644,000)	$ (644,000)	
Automated Entrance Gate	$ 250,000								$ (250,000)	$ (250,000)	
Trash Enclosure	$ 105,000								$ (105,000)	$ (105,000)	
Site Exterior Lighting	$ 525,000								$ (525,000)	$ (525,000)	
Landscaping	$ 375,000								$ (375,000)	$ (375,000)	
Irrigation & Control Systems	$ 200,000								$ (200,000)	$ (200,000)	
Outdoor Site Furnishings (Shade Struct., Benches, Tables, signage etc.)	$ 475,000								$ (475,000)	$ (475,000)	
Interior Furnishings, Furniture & Equipment	$ 550,000								$ (550,000)	$ (550,000)	
Exterior Security Systems	$ 150,000								$ (150,000)	$ (150,000)	
Miscellanious Work	$ 411,760								$ (411,760)	$ (411,760)	
Subtotal	**$ 17,066,725**	**$ 4,500,000**	**$ 328,077**	**$ 329,240**	**$ -**	**$ 430,132**	**$ 1,311,477**	**$ 3,000,000**	**$ (7,167,798)**	**$ (7,167,798)**	**$ -**
Total Estimated Project Budget Phase 1 - 2	**$ 20,598,487**	**$ 4,500,000**	**$ 690,000**	**$ 329,240**	**$ 414,042**	**$ 836,294**	**$ 3,661,113**	**$ 3,000,000**	**$ (7,167,798)**	**$ (7,167,798)**	**$ -**

Total Request to San Joaquin County BOS ***$ (7,167,798)***

1 All numbers are estimates pending completion of bid process for construction.
2 The City is currently seeking additional funding opportunities for Phase 2

(rev.7/10/23)

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

---

1) AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM SAN JOAQUIN COUNTY AMERICAN RESCUE PLAN ACT ALLOCATION IN THE AMOUNT OF $7,167,798; AND 2) APPROPRIATING THE TOTAL GRANT FUNDS TO THE TEMPORARY EMERGENCY HOUSING PROJECT (CAPITAL IMPROVEMENT PROJECT 71112)

WHEREAS, in September 2022, the City of Tracy was contacted by San Joaquin County's Program Administrator for Homeless Initiatives in support of the City's efforts regarding the Temporary Emergency Housing Facility project (Project); and

WHEREAS, on September 19, 2022, the City of Tracy submitted a proposal and budget to the San Joaquin County Program Administrator for Homeless Initiatives to help fund construction of Phase II of the Project; and

WHEREAS, on July 25, 2023, the City of Tracy was approved for the additional American Rescue Plan Act funding allocation from the San Joaquin County Board of Supervisors in the amount of $7,167,798 to partially fund the construction of Phase II of the Project; and

WHEREAS, the Project is part of the overall shelter campus project, parts of which are in various phases of design, development, and/or construction; and

WHEREAS, the grant funding will be used to cover capital expenses, which includes the purchase of a Sprung Structure, ancillary buildings, site improvements, and the Project is intended to provide a site for those seeking shelter within the City limits; and

WHEREAS, The City of Tracy will collaborate with San Joaquin County to provide additional resources and support to the City's unsheltered population as they are housed; and

WHEREAS, The Tracy Finance Committee heard this item on December 12, 2023 and recommended that the City Council adopt the proposed Resolution; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby accepts the grant award from San Joaquin County American Rescue Plan Act allocation in the amount of $7,167,798 and authorizes the execution of requisite documents; and be it

FURTHER RESOLVED: That the City Council hereby appropriates the full grant proceeds of $7,167,798 of towards the Temporary Emergency Housing project (CIP 71112); and be it

FURTHER RESOLVED: The City Council finds that this action furthers the construction of temporary interim emergency housing and it therefore exempt from California Environmental Quality Act (CEQA) review in accordance with Government Code sections 65660-65662 (for Low Barrier Navigation Centers) and Section 15269(c) of the CEQA Guidelines (14 Cal. Code Regs 15269(c)) (for Emergency Projects).

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on December 19, 2023, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

December 19, 2023

Agenda Item 1.H

RECOMMENDATION

The Tracy Finance Committee recommends that the City Council adopt a Resolution: 1) Authorizing the acceptance of a grant award from U.S. Department of Housing and Urban Development Economic Development Initiative sponsored by Congressman Josh Harder in the amount of $3 million; and 2) Appropriating the total grant funds towards the construction of Phase II of the Temporary Emergency Housing Facility project (Capital Improvement Project 71112).

EXECUTIVE SUMMARY

The Tracy Finance Committee recommends that the City Council authorize the acceptance of a grant award in the amount of $3 million from the U.S. Department of Housing and Urban Development Economic Development Initiative sponsored by Congressman Josh Harder in the amount of $3 million to partially fund the construction of Phase II of the Temporary Emergency Housing Facility project (Project) C. This phase of the project includes the construction of the Sprung Structure that will accommodate up to 68 guests, a day room, client services in an accessible climate-controlled space. Additional ancillary buildings include a kitchen, restrooms, showers, laundry, and storage.

BACKGROUND AND LEGISLATIVE HISTORY

Upon applying for this funding stream in the middle of 2022, the Temporary Emergency Housing Facility was to be the first emergency housing shelter in the City of Tracy. The shelter site was approved in March of 2021 and is located on 4.8 acres of City-owned property. Originally, Phase I of construction of this site included underground infrastructure work and the above ground construction of a 6,300 square foot Sprung structure that would accommodate up to 68 guests, a day room, offices, and client services in an accessible climate-controlled space.

Upon start of Phase I, there were significant delays in construction which gave the City authority to declare a shelter crisis. As a result, Phase I was split into two phases: Phase I, the underground and infrastructure and Phase II, the above ground construction of a 6,300 square foot Sprung Structure that would accommodate up to 68 guests, a day room, offices, and client services in an accessible climate-controlled space, including additional auxiliary buildings which include a kitchen, restrooms, showers, laundry, and storage.

Then the Project was expanded from two phases to four. Due to the delay in executing Phase II of the project, the City Council reaffirmed a shelter emergency crisis in August of 2022, and authorized the City Manager to provide interim emergency shelter solutions to our most vulnerable residents. In the additional phases (Phase III & IV), other housing options have been solidified. Phase III of the Project includes four dormitory buildings with capacity to house up to 48 individuals in a non-congregate setting. Phase III includes an administrative building to provide meals and supportive services. Phase IV anticipates eight additional custom containers that have been purchased which will increase the capacity for an additional 38 individuals to receive housing within the project site.

Phase I of the project resulted with the completion of the below ground construction of the project site in August of 2022.

ANALYSIS AND DISCUSSION

Increasing shelter bed capacity is a local and regional policy priority. The $3 million in Grant Funds from U.S. Department of Housing and Urban Development Economic Development will advance the completion of the Project.

The $3 million in Grant Funds from U.S. Department of Housing and Urban Development Economic Development was originally earmarked for Phase II of the project, and it continues to be identified as the funding for this Phase II of the Project. Phase II includes the 6,300 square foot Sprung Structure and the additional ancillary buildings.

Phase II Project Components and Funding Allocation from the Grant are summarized in the table below:

Revenue Sources	**Community Project Funding**
Sprung Building - Concrete Footings, Foundation, Slabs and Curbs	$ 230,000
Sprung Building - Erection	$ 287,500
Sprung Building - Concrete Slab Polishing	$ 46,000
Sprung Building - Interior Build-Out including Fire Protection, Mechanical, Electrical, Plumbing, Communication and Low Voltage	$ 977,500
Ancillary buildings	$ 1,541,000
Total Committed	$3,000,000

FISCAL IMPACT

The Mobility and Housing Department, Homeless Services Division will receive $3 million in grant funds from the U.S. Department of Housing and Urban Development Economic Development Initiative specified for the Community project Funding/Congressionally Directed Spending to partially fund the construction of Phase II of the Temporary Emergency Housing Facility project. The $3 million grant is to be appropriated to the Temporary Emergency Housing project budget (CIP 71112).

CEQA DETERMINATION

The project is a temporary interim emergency housing site exempt from CEQA review in accordance with Government Code sections 65660-65662 (for Low Barrier Navigation Centers) and Section 15269(c) of the CEQA Guidelines (14 Cal. Code Regs 15269(c))(for Emergency Projects).

STRATEGIC PLAN

This agenda item supports City Council's Homelessness Strategic Plan.

ACTION REQUESTED OF THE CITY COUNCIL

The Tracy Finance Committee recommends that the City Council adopt a Resolution: 1) Authorizing the acceptance of a grant award from U.S. Department of Housing and Urban Development Economic Development Initiative sponsored by Congressman Josh Harder in the amount of $3 million; and 2) Appropriating the total grant funds towards the construction of Phase II of the Temporary Emergency Housing Facility project (Capital Improvement Project 71112).

Prepared by: Virginia Carney, Homeless Services Manager

Reviewed by: Sara Cowell, Finance Director
Bijal Patel, City Attorney
Karin Schnaider, Assistant City Manager
Brian MacDonald, Interim Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – City of Tracy FY 2023 Community Project Funding Grant Agreement NO. B-23-CP-CA-0130.

FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-CA-0130

Grantee Name: City of Tracy
Grantee Address: 333 Civic Center Plaza Tracy, CA 95376
Grantee's Unique Entity Identifier (UEI):
Grantee's Employer Identification Number (EIN)
Federal Award Identification Number (FAIN) B-23-CP-CA-0130
Assistance Listing Number and Name 14.251 Economic Development Initiative, Community Project Funding, and Miscellaneous Grants
Period of Performance/Budget Period Start Date Date of grant obligation
Period of Performance/Budget Period End Date August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of Tracy (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-103) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of $3,000,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than $500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.

2. A Grant Closeout Agreement.

3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability

requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.

5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGrants@hud.gov.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

_____

(Name of Organization)

BY: _____
(Signature of Authorized Official)

_____
(Typed Name and Title of Authorized Official)

_____
(Date)

HUD

BY: _____
Robin J. Keegan,
Deputy Assistant Secretary for Economic Development

_____
(Date)

APPENDIX 1 – Project Narrative

APPENDIX 2 – Approved Budget

APPENDIX 3 – Grantee's Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

☐ The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.

☐ The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____%	_____
_____	_____%	_____

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee's indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

APPENDIX 4 –
Award Term and Condition for Grantee Integrity and Performance Matters

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement
If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which Grantee Must Report
During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures
During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency
During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions
For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

APPENDIX 5 – Specific Award Conditions

NONE.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition*. No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions*. HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions*. HUD will consider an exception only after the Grantee has provided the following documentation:

> *a.* A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
>
> *b.* An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

> *a.* Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
>
> *b.* Whether an opportunity was provided for open competitive bidding or negotiation;
>
> *c.* Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1.You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2.We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.
We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any grantee.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1."Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

---

1) AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ECONOMIC DEVELOPMENT INITIATIVE SPECIFIED FOR THE COMMUNITY PROJECT FUNDING/CONGRESSIONALLY DIRECTED SPENDING IN THE AMOUNT OF $3 MILLION; AND 2) APPROPRIATING THE TOTAL GRANT FUNDS TO THE TEMPORARY EMERGENCY HOUSING FACILITY PROJECT (CAPITAL IMPROVEMENT PROJECT 71112)

WHEREAS, in May of 2022, the City of Tracy was notified that funding was made available to apply for under the U.S. Department Of Housing And Urban Development Economic Development grants for Economic Development Initiative specified for the Community Project Funding/Congressionally Directed Spending in the amount of $3 million to partially fund the construction of Phase II of the Temporary Emergency Housing Facility; and

WHEREAS, in June of 2022, the City of Tracy submitted a proposal and budget to the Department of Housing and Urban Development in the amount of $3 million to support the construction of Phase II of the Temporary Emergency Housing Facility project (Project); and

WHEREAS, on March 2, 2023, the City of Tracy was notified that funding was awarded to the City of Tracy in the amount of $3 million to partially fund the construction of Phase II of the Project; and

WHEREAS, the Project is part of the overall shelter campus project, parts of which are in various phases of design, development, and/or construction; and

WHEREAS, the grant funding will be used to cover capital expenses, which includes the purchase of a Sprung Structure and ancillary buildings, and the Project is intended to provide a site for those seeking shelter within the City limits; and

WHEREAS, the City of Tracy will collaborate with the Department of Housing and Urban Development to provide additional resources and support to the City's unsheltered population as they are housed; and

WHEREAS, The Tracy Finance Committee heard this item on December 12, 2023 and recommended that the City Council adopt the proposed Resolution; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby accepts the grant award from U.S. Department of Housing and Urban Development in the amount of $3 million and authorizes the execution of requisite documents; and be it

FURTHER RESOLVED: That the City Council hereby appropriates the full grant proceeds of $3 million of the total grant funds; and be it

FURTHER RESOLVED: The City Council finds that this action furthers the construction of temporary interim emergency housing and it is therefore exempt from California Environmental Quality Act (CEQA) review in accordance with Government Code sections 65660-65662 (for Low Barrier Navigation Centers) and Section 15269(c) of the CEQA Guidelines (14 Cal. Code Regs 15269(c)) (for Emergency Projects).

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on December 19, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

December 19, 2023

Agenda Item 1.I

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (1) accepting the construction work completed by Tennyson Electric, Inc. as part of Phase IV of the Temporary Emergency Housing Facility at Arbor Avenue, CIP 71112, (2) authorizing the City Clerk to File the Notice of Completion with the San Joaquin County Recorder's Office, and (3) authorizing the City Engineer to release the bonds and retention payment in accordance with State Law.

EXECUTIVE SUMMARY

City staff requests that the City Council accept the Phase IV Interim Infrastructure Improvements for the Custom Containers on Arbor Avenue (Project) completed by Tennyson Electric, Inc. (Contractor), which is part of the overall Temporary Emergency Housing Facility (TEHF), Capital Improvement Project (CIP) 71112. On December 6th, 2022, City Council approved Resolution No. 2022-197 allocating funding of $125,000 for anticipated Phase IV work by Tennyson Electric. On September 5, 2023, City Council approved Resolution No. 2023-181, that included an additional allocation of $30,110, for the expanded Phase IV scope and awarded a contract with a not to exceed amount of $155,110 to Tennyson Electric, Inc. The Project was completed in a timely manner, and in accordance with approved plans.

BACKGROUND AND LEGISLATIVE HISTORY

Given the complexity and magnitude of the homelessness crisis, further exacerbated by the COVID-19 pandemic, and the limited supply of affordable permanent housing options in the City and throughout San Joaquin County, there is a significant and immediate need for interim housing solutions in the City, including interim emergency housing. Concerns about the public health, safety, and welfare of unsheltered individuals grows as the months progress without options to shelter the unhoused.

On March 10, 2020, the Tracy City Council (Council) adopted Resolution No. 2020-050, which declared a shelter crisis pursuant to California Government Code Section 8698.2. For the following years, the City actively pursued the development and construction of a temporary housing shelter on City-owned land located on Arbor Avenue to serve as an ongoing full-service temporary housing solution for the City's unsheltered (Temporary Emergency Housing Facility Project, CIP 71112).

On September 1, 2020, City Council authorized the creation of a CIP for the Temporary Emergency Housing Facility Project on Arbor Avenue, CIP 71112, to create a safe and dignified facility for residents experiencing homelessness.

To expedite the groundbreaking of the emergency facility as well as to enable interim housing solutions, the implementation of TEHF, CIP 71112 was divided into four phases. Phase I, consisted of demolition, rough grading and installation of underground utilities. Phase II will consist of a prefabricated sprung structure building (referred to as Phase 2 Site Improvement facility) and completion of all infrastructure and sidewalks. Phase III consisted of the procurement of the modulars that are currently on site and related infrastructure. Finally, Phase

IV involves the customer containers and the installation of the infrastructure work needed for the containers.

The KPA Group with staff oversight, has prepared the plans and bid documents for TEHF, CIP 71112, including Phase IV. Phase IV required the acquisition of custom containers, installation of concrete slabs, underground utilities, electrical work, fire alarm and fire sprinkler systems, security cameras, and the lease of temporary showers and restrooms. The work required procurement of two construction contracts, a procurement agreement and three professional services agreements. Tennyson Electric, Inc. provided all the electrical construction work required, including items such as installation of the electrical conductors, raceways and all related work to make the electrical connections.

On December 6th, 2022, City Council approved Resolution No. 2022-197 allocating funding of $125,000 for anticipated Phase IV work by Tennyson Electric, Inc., of Livermore, California. On September 5, 2023, City Council approved Resolution No. 2023-181, that included an additional allocation of $30,110, for the expanded Phase IV scope and awarded a contract with a not-to-exceed amount of $155,110 to Tennyson Electric, Inc. On September 15, 2023, a contract was fully executed by the City and a Notice to Proceed was issued to the Contractor. No Change Orders were issued on this Project.

ANALYSIS

The Contractor has now completed all the work required in accordance with the plans and bid documents and City staff is requesting acceptance of the Project. The City Engineer has inspected the completed work and confirmed that all work conforms to the contract plans and specifications and has been completed within the time frame of the original contract. Most importantly, all deadlines were met by this Contractor for occupancy of the custom containers.

FISCAL IMPACT

The Temporary Emergency Housing Facility on Arbor Avenue, CIP 71112, is an approved Capital Improvement Project (CIP 71112) with a budget of $10,779,856.

Final costs for the Project, as part of Phase IV, were within the approved budget, as follows:

A.	Construction Contract Amount	$ 155,110.00
B.	Approved Change orders	$ 0
	Total Contract Costs	$ 155,110.00

Design, construction management, inspection and miscellaneous project management expenses are included in the overall project expenses below.

The following table lists current balances remaining in CIP 71112:

Funding Source	Budget	Expenses	Encumbered (Committed)	Balance
Community Development Block Grant(s)	$ 1,185,461	$ 836,294	$ -	$ 349,167

Homeless Housing, Assistance & Prevention	$ 743,282	$ 743,282	$ -	$ -
American Rescue Plan Act - SJ County (MOU B-8245)	$ 3,661,113	$ 3,661,113	$ -	$ -
Housing Asset Funds (City)	$ 690,000	$ 98,494	$ 2,992	$ 588,514
American Rescue Plan Act - City of Tracy	$ 4,500,000	$ 522,573	$ 234,608	$ 3,742,819
Totals	**$ 10,779,856**	$5,861,756	$ 237,600	**$ 4,680,500**

PUBLIC OUTREACH / INTEREST

Several Public Outreach sessions were conducted by City Staff. A Town Hall style activity was conducted at the Homeless Advisory Committee meeting on August 22, 2022. At this meeting the community gave feedback and support for solutions to our shelter crisis.

COORDINATION

Coordination between City Manager's Office, Engineering, Public Works, Economic Development, and Mobility and Housing Department occurred on multiple occasions to coordinate and establish this Project Phase IV as complete.

CEQA DETERMINATION

Government Code Section 8698.4 exempts the application of the California Environmental Quality Act (CEQA) to various actions taken by public agencies to implement the construction of a homeless shelter in response to a declared shelter crisis. In addition, the interim solutions taken thus far are in furtherance of and related to the permanent solution that will be implemented, referred to as the Temporary Emergency Housing Project on Arbor Avenue (CIP 71112). A Notice of Exemption was issued on October 16, 2020, for the Temporary Emergency Housing site at 500 Arbor Avenue in accordance with Government Code sections 65660-65662 for Low Barrier Navigation Centers and Section 15269c) of the CEQA Guidelines (14 Cal. Code Regs. 15269(c) for (Emergency Projects). No environmental impacts beyond those already analyzed for the CIP exist; accordingly, no further CEQA analysis is needed.

STRATEGIC PLAN

This agenda item supports the Public Safety Strategic Priority, Implement the adopted Homelessness Strategic Plan. More specifically, by adopting this new resolution, the City Council would reaffirm their commitment to follow through with the strategic priorities set forth in their Strategic Plan.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution (1) accepting the construction work completed by Tennyson Electric, Inc. as part of Phase IV of the Temporary Emergency Housing Facility at Arbor Avenue, CIP 71112, (2) authorizing the City Clerk to File the Notice of Completion with the San Joaquin County Recorder's Office, and (3) authorizing the City Engineer to release the bonds and retention payment in accordance with State Law.

Prepared by: Leisser Mazariegos, Associate Engineer

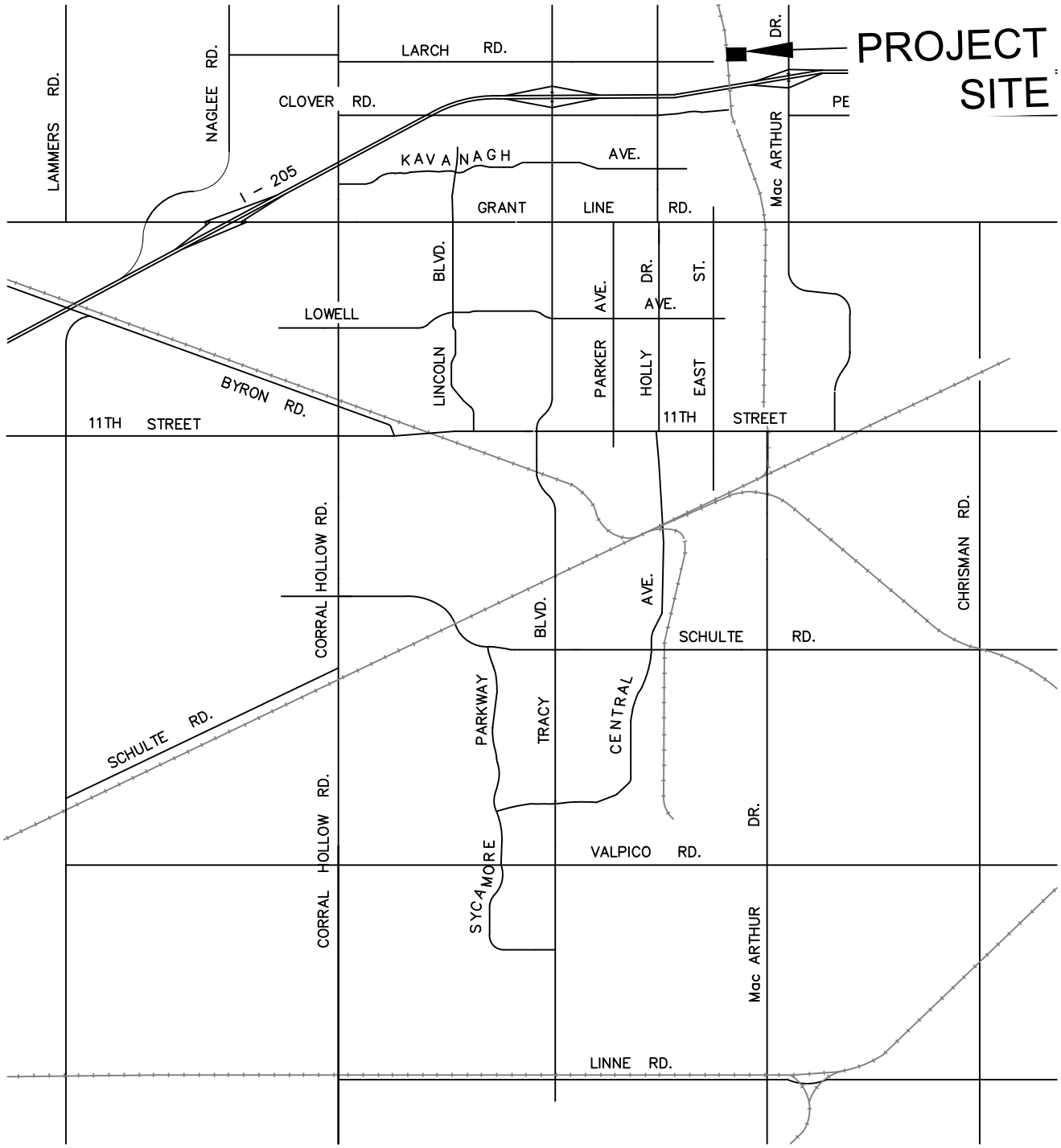
Reviewed by: Koosun Kim, PE, City Engineer / Assistant Director of Development Services
Sara Cowell, Finance Director
Bijal M. Patel, City Attorney
Brian MacDonald, Interim Assistant City Manager
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – Location Map

CITY OF TRACY



COVID-19 ARBOR RD PROJECT SITE

NOT TO SCALE

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023-_____

---

(1) ACCEPTING THE CONSTRUCTION WORK COMPLETED BY TENNYSON ELECTRIC, INC. AS PART OF PHASE IV OF THE TEMPORARY EMERGENCY HOUSING FACILITY AT ARBOR AVENUE, CIP 71112;
(2) AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE SAN JOAQUIN COUNTY RECORDER'S OFFICE; AND
(3) AUTHORIZING THE CITY ENGINEER TO RELEASE THE BONDS AND RETENTION PAYMENT IN ACCORDANCE WITH STATE LAW.

WHEREAS, on March 10, 2020, the Tracy City Council (Council) adopted Resolution No. 2020-050, which declared a shelter crisis pursuant to California Government Code Section 8698.2 and for the following years, the City actively pursued the development and construction of a temporary housing shelter on City-owned land located on Arbor Avenue to serve as an ongoing full-service temporary housing solution for the City's unsheltered; and

WHEREAS, on September 1, 2020, City Council authorized the creation of a Capital Improvement Project (CIP) for the Temporary Emergency Housing Facility (TEHF) at Arbor Avenue, CIP 71112, to create a safe and dignified facility for residents experiencing homelessness; and

WHEREAS, to expedite the groundbreaking of the TEHF, the project construction work was divided into phases: Phase I, consisted of demolition, rough grading and installation of underground utilities; Phase 2 will consist of a prefabricated sprung structure building (referred to as Phase II Site Improvement facility) and completion of all infrastructure and sidewalks; Phase III consisted of the procurement of the modulars that are currently on site and related infrastructure; and Phase IV involves the custom containers and the installation of the infrastructure work needed for the containers; and

WHEREAS, the KPA Group, with staff oversight, prepared the plans and bid documents for CIP 71112, including Phase IV; and

WHEREAS, Phase IV required the acquisition of custom containers, installation of concrete slabs, underground utilities, electrical work, fire alarm and fire sprinkler systems, security cameras and the lease of temporary showers and restrooms, and the work required procurement of two construction contracts, a procurement agreement and three professional services agreements; and

WHEREAS, Tennyson Electric, Inc. provided all the electrical construction work required, including items such as installation of the electrical conductors, raceways and all related work to make the electrical connections; and

WHEREAS, on December 6, 2022, the City Council approved Resolution No. 2022-197, allocating funding of $125,000 for anticipated Phase IV work by Tennyson Electric; and

WHEREAS, on September 5, 2023, the City Council approved Resolution No. 2023-181, that included an additional allocation of $30,110, for the expanded Phase IV scope Phase IV work by Tennyson Electric, Inc.; and

WHEREAS, on September 15, 2023, the City Council awarded a construction contract to Tennyson Electric, Inc., of Livermore, California with a not-to-exceed budget of $155,110; and

WHEREAS, Tennyson Electric, Inc. has now completed all the work required in accordance with the plans and bid documents and City staff is requesting acceptance of the Project; and

WHEREAS, the City Engineer has inspected the completed work and confirmed that all work conforms to the contract plans and bid documents; and

WHEREAS, the final costs for the Project, as part of Phase IV, are as follows:

A.	Construction Contract Amount	$ 155,110.00
B.	Approved Change orders	$ 0.00
	Total Contract Costs	$ 155,110.00; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy accept the construction work completed by Tennyson Electric, Inc. as part of Phase IV of the Temporary Emergency Housing Facility at Arbor Avenue, CIP 71112; and be it

FURTHER RESOLVED: That the City Council authorizes the City Clerk to File the Notice of Completion with the San Joaquin County Recorder's Office and the City Engineer to release the bonds and retention payment in accordance with State law; and be it

FURTHER RESOLVED: That the City Council hereby finds that this action is exempt from the California Environmental Quality Act pursuant to Government Code Section 8698.4 (emergency shelters).

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

The foregoing Resolution 2023-_____ was adopted by the City Council on the 19th day of December 2023 by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTENTION:	COUNCILMEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of
the City of Tracy, California

December 19, 2023

Agenda Item 1.J

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution approving, under the existing Master Professional Services Agreement between the City of Tracy and Brandley Engineering, Inc., the following new Task Orders related to construction projects at the Tracy Municipal Airport: (A) Task Order 10 (Capital Improvement Project 77593), with a Not to Exceed amount of $69,000, (B) Task Order 11 (Capital Improvement Project 77589), with a Not to Exceed amount of $78,000, and (C) Task Order 12 (Insurance Repair), with a Not to Exceed amount of $13,500.

EXECUTIVE SUMMARY

On June 16, 2020, by Resolution 2020-094, the City Council authorized the execution of a Master Professional Services Agreement (MPSA) with Reinard W. Brandley, Airport Engineer. Projects at the Tracy Municipal Airport (Airport) are required by the Federal Aviation Administration (FAA) to have a Task Order assigned to each specific project. There are three approved City projects for Fiscal Year 23/24 that will be constructed by the same contractor and require individual Task Orders to be assigned. The approved projects include CIP 77589 - Airport Slurry Seal & Pavement Patching Entrance Road and Parking Lot Project, CIP 77593 - Slurry Seal of the Tee Hangar Taxilanes Project, and the Repair Sinkhole in Hangar Taxilane Project.

BACKGROUND AND LEGISLATIVE HISTORY

The FAA requires Airport Sponsors to solicit Statements for Qualifications for airport engineering every five to seven years. On August 23, 2019, the City issued a Request for Statement of Qualifications for FAA Qualified Grant Funded Airport Improvement Projects. On September 30, 2019, Reinard W. Brandley, Consulting Airport Engineer, submitted a Statement of Qualifications to the City.

The City, as an Airport Sponsor, followed FAA requirements for the Airport Consultant selection process in accordance with FAA Advisory Circular # AC-150/1500-14. After negotiations between the City and Reinard W. Brandley, the parties reached terms on a Master Professional Services Agreement (MPSA) that was approved by the City Council on June 16, 2020. The MPSA was amended on September 30, 2021, to approve the transfer of ownership from Reinard W. Brandley to Brandley Engineering, Inc. (Consultant). Under the MPSA, a new Task Order must be issued by the City before the Consultant may proceed with any specific work.

In accordance with the MPSA terms and FAA requirements, new Task Orders are required to address three (3) recent projects at the Tracy Municipal Airport.

Two of the projects are pavement projects. Recently, the City Council accepted two grants from the FAA to complete two pavement projects at the Tracy Municipal Airport. On September 5, 2023, an FAA grant CIP 77593 – Slurry Seal of Tee Hangar Taxilanes, was accepted through the FAA's Airport Improvement Program (AIP). The Scope of Work by Consultant as related to CIP 77593 is provided in Task Order #11, attached hereto as Attachment B. On October 3, 2023, an FAA grant for CIP 77589 – Airport Slurry Seal & Pavement Patching Entrance Road

and Parking Lot was accepted through the FAA's Airport Infrastructure Grant (AIG) program. The Scope of Work by Consultant for CIP 77589 is provided in Task Order #10 attached hereto as Attachment A. The City will proceed with General Fund dollars until these grant monies are recieved.

The third project is to Repair Sinkhole in Hangar Taxilane. Earlier this year, a fire hydrant was struck at the airport causing a sinkhole in the hangar taxilane area. Task Order #12, attached hereto as Attachment C, provides the Scope of Work by Consultant, entailing what will be completed to make the necessary repairs. This project will be funded through funds recovered through insurance subrogation as the hydrant was struck by a tenant at the Airport.

Engineering staff worked with the Consultant to prepare the plans and specifications for the following construction projects:

- Schedule– A - Crack Seal and Slurry Seal, and Minor Pavement Patching Entrance Road and Parking Lot to be funded by an FAA Airport Infrastructure Grant.
- Schedule– B - Crack Seal and Slurry Seal of the Tee Hangar Taxilanes to be funded by an FAA Airport Improvement Program Grant.
- Repair Sinkhole in Hangar Taxilane to be privately funded through insurance subrogation.

ANALYSIS

As noted above, per FAA requirements and the MPSA, three new Task Orders are required for the noted construction projects.

The Consultant is currently providing Aviation Engineering Design and Construction Management Services. These services include preliminary engineering, engineering design and preparation of plans and specifications, engineering support during bidding and contract award, engineering design services during construction and project closeout, as well as construction management.

Per the 2020 MPSA, new Task Orders will be required for each of the three projects scheduled during Fiscal year 23/24 as they are FAA approved projects. Each of these projects will be completed by one construction contractor through three different funding sources. The cost of all engineering services provided by the Consultant is incorporated into the each of the budgeted project costs.

Approving these Task Orders will allow the City to complete three projects at the Airport: CIP 77589 - Airport Slurry Seal & Pavement Patching Entrance Road and Parking Lot Project, CIP CIP77593 - Slurry Seal of Tee Hangar Taxilanes Project, and the Repair Sinkhole in Hangar Taxilane project.

The MPSA allows for a maximum amount of $600,000 during the term of the contract. Since the execution of the MPSA, a total of $220,000 has been spent, leaving a remaining balance of $380,000. The following task orders have a combined amount of $160,500.

- Task Order #10 with a Not to Exceed amount of $69,000
- Task Order #11 with a Not to Exceed amount of $78,000
- Task Order #12 with a Not to Exceed amount $13,500

Approving these three task orders will bring the total amount expended under the MPSA to $380,500.

FISCAL IMPACT

There are three approved City projects for Fiscal Year 23/24 that will be constructed by the same contractor and require individual Task Orders to be assigned. The approved projects include CIP 77589 - Airport Slurry Seal & Pavement Patching Entrance Road and Parking Lot Project, CIP 77593 - Slurry Seal of the Tee Hangar Taxilanes Project, and the Repair Sinkhole in Hangar Taxilane Project

CIP 77589 - Airport Slurry Seal & Pavement Patching Entrance Road and Parking Lot Project has an approved budget of $220,100 from FAA funding. The total estimated project cost is $244,556, which includes the Task Order 10 cost of $69,000. Of that amount, 90% of the project will be funded by an FAA Airport Infrastructure Grant Program. The remaining cost of $24,456 will be paid from the General Fund.

CIP 77593 - Slurry Seal of the Tee Hangar Taxilanes Project, has an approved budget of $162,718 from FAA funding. The total estimated project cost is $180,798, which includes the Task Order 11 cost of $78,000. Of that amount, 90% of the percent of the project will be funded by an FAA Airport Improvement Program grant. The remaining cost will be paid through a State matching grant and the General Fund.

Risk Management is assisting staff in order to submit the Repair Sinkhole in Hangar Taxilane project costs for reimbursement through the individual's insurance. These costs include the Task Order 12 amount of $13,500.

COORDINATION

Engineering staff coordinated with the Mobility & Housing Department and the Consultant during the application phase of the project.

CEQA/NEPA DETERMINATION

The FAA has determined the proposed projects are Categorically Excluded pursuant to FAA Order 1050.1F as it relates to the National Environmental Policy Act of 1969, as amended (NEPA). No further federal environmental disclosure documentation for the project is necessary for NEPA purposes.

The Projects are categorically exempt per California Environmental Quality Act Guidelines Section §15301 Existing Facilities, Class I category, which consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use, item (c) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities.

STRATEGIC PLAN

This agenda item supports the Quality-of-Life Strategic 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.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution approving, under the existing Master Professional Services Agreement between the City of Tracy and Brandley Engineering, Inc., the following new Task Orders related to construction projects at the Tracy Municipal Airport: (A) Task Order 10 (Capital Improvement Project 77593), with a Not to Exceed amount of $69,000, (B) Task Order 11 (Capital Improvement Project 77589), with a Not to Exceed amount of $78,000, and (C) Task Order 12 (Insurance Repair), with a Not to Exceed amount of $13,500.

Prepared by: Paula Jessup, Airport Manager
Ilene Macintire, Senior Civil Engineer

Reviewed by: Sara Cowell, Director of Finance
Bijal M. Patel, City Attorney
Brian MacDonald, Interim Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

Attachments:

Attachment A: Task Order #10

Attachment B: Task Order #11

Attachment C: Task Order #12

ATTACHMENT A

CITY OF TRACY TASK ORDER NO. 10 TO MASTER PROFESSIONAL SERVICES AGREEMENT DATED JUNE 16, 2020, AND AMENDMENT NO. 1 DATED SEPTEMBER 30, 2021 BETWEEN THE CITY OF TRACY AND BRANDLEY ENGINEERING, INC.

THIS Task Order is made and entered into by and between the CITY OF TRACY, a municipal corporation ("CITY"), and Brandley Engineering, ("CONSULTANT").

RECITALS

A. CONSULTANT's services are needed for Engineering Design and Construction Management Services for Crack Seal, Slurry Seal and Minor Pavement Patching of the Entrance Road and Parking Lot at the Tracy Municipal Airport.

B. The CITY, as an Airport Sponsor, followed FAA requirements for the Airport Consultant selection process in accordance with FAA Advisory Circular # AC-150/1500-14C.

C. CITY and CONSULTANT, after negotiation, have reached an agreement for the performance of services in accordance with the terms set forth in this Task Order.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **INCORPORATION OF MASTER AGREEMENT AND AMENDMENT NO. 1.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Master Agreement and Amendment No. 1 for this project, unless specifically modified by this Task Order.

2. **SCOPE OF SERVICES.** CONSULTANT shall perform the services described in Exhibit "A" attached hereto and incorporated herein by reference.

3. **TIME OF PERFORMANCE.** CONSULTANT shall commence performance, and shall complete all required services no later than the dates set forth in Exhibit "A."

4. **COMPENSATION.** For services performed by CONSULTANT in accordance with this Task Order, CITY shall pay CONSULTANT, a Not to Exceed amount of $69,000 as set forth in Exhibit "A".

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

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

CITY OF TRACY

_____
By: Nancy Young
Title: Mayor

Melissa S. Brandley, P.E.

Melissa S. Brandley
By: Melissa S. Brandley
Title: Corporate Secretary/CFO

Date: _____ Date: _____
Attest:

_____
By: Adrianne Richardson
Title: City Clerk

Date: _____

Approved As To Form:

_____
By: Bijal Patel
Title: City Attorney

Date: _____

Exhibit "A"

A. SCOPE OF WORK.

CONSULTANT shall perform the following work:

Phase 1 – Preliminary Engineering

1) Environmental Studies – Cat Ex
2) Perform crack surveys.

Phase 2 – Engineering Design and Preparation of Plans and Specifications

1) Perform complete engineering design.
2) Prepare complete plans and specifications for the project, ready for bid.
3) Prepare Engineer's Report including engineer's estimate of construction costs for the proposed project and the Construction Safety and Phasing Plan.

Phase 3 - Engineering Support During Bidding and Contract Award

1) Assist Sponsor in distributing final plans and specifications to prospective contractors.
2) Participate in a pre-bid meeting for all prospective contractors.
3) Respond to any questions and comments from prospective contractors.
4) Preparation of required addenda.
5) Assist Sponsor in awarding contract including preparation of Abstract of Bids and evaluation of bids.

Phase 4 - Engineering Design Services During Construction and Project Closeout

1) Participate in a pre-construction conference.
2) Provide engineering surveillance of all construction operations, including attendance at weekly construction meetings, preparation of any change orders required, preparation of contractor pay estimates, preparation of F.A.A. reimbursement requests, review of all contractor submittals, and preparation of final as-constructed drawings and final engineer's report.

Phase 5 - Construction Management - The Contractor will be required to furnish submittals for all materials proposed for use on the project and meet all requirements of the plans and specifications. The Engineer will provide all Quality Assurance Testing and Inspection, which will include the following:

1) Furnish qualified Resident Engineer to review and monitor all construction activities.
2) Provide all inspection and testing required as included in the quality assurance program including providing technicians and inspectors as required.

3) Provide asphalt testing with ASTM-certified laboratory.

4) Provide surveying services as required.

5) Provide traffic safety inspectors and Safety Plan implementation.

B. TIME OF PERFORMANCE.

CONSULTANT shall complete the above listed work by the times set forth below:

- Phase 1 – Preliminary Engineering – The environmental studies and crack surveys will be completed within 30 calendar days of receipt of authorization to proceed.
- Phase 2 – Engineering Design – The engineering design and preparation of plans and specifications will be completed within 60 calendar days of receipt of authorization to proceed.
- Phase 3 – Engineering During Bid and Award – The engineering services in Phase 3 will take place from the time of advertisement of bids through the date of opening of bids. The abstract of bids and final application will be prepared within one week of receipt of bids.
- Phase 4 – Engineering During Construction and Final Project Closeout - The design engineering services during construction will be conducted during the entire construction phase of the work. Final record drawings and engineer's report will be prepared within 30 calendar days of receipt of contractor's final redline drawings.
- Phase 5 – Construction Management - The resident engineering, testing, and inspection work will be performed during the total time that construction occurs.

C. COMPENSATION.

CONSULTANT will be compensated for conducting the above listed work as shown on Exhibit B-1, for a total not to exceed $69,000.

Standard hourly rates are included in Exhibit B-2.

D. FEDERAL CONTRACT PROVISIONS.

The Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects must be included as part of a contract for any project funded by the F.A.A. These provisions are attached as Exhibit C.

EXHIBIT B-1

TRACY MUNICIPAL AIRPORT

CRACK SEAL, SLURRY SEAL AND MINOR PAVEMENT PATCHING
ENTRANCE ROAD AND PARKING LOT

BREAKDOWN OF ENGINEERING FEES

Phase 1 - Preliminary Engineering

Environmental Studies - Cat Ex						
NEPA Project Manager					$ 1,800.00	
Senior Design Engineer					180.00	
	Total Environmental				$ 1,980.00	
	Use				$ 2,000.00	
Crack Surveys						
Senior Engineer	8.0	Hrs. @	$ 180.00	$ 1,440.00		
Mileage	100.0	Miles @	0.625	62.50		
	Total Crack Surveys			$ 1,502.50		
	Use			$ 2,000.00		
Total Preliminary Engineering						$ 4,000.00

Phase 2 - Engineering Design:

Engineering Services up through Preparation of Plans, Specifications, and Reports

Principal Engineer	15.0	Hrs. @	$ 300.00	$ 4,500.00	
Senior Drafter	60.0	Hrs. @	120.00	7,200.00	
Project Administrator	20.0	Hrs. @	100.00	2,000.00	
Clerical	15.0	Hrs. @	85.00	1,275.00	
Total Engineering Design				$ 14,975.00	
Use					15,000.00

Phase 3 - Engineering Support During Bidding and Contract Award

Principal Engineer	10.0	Hrs. @	$ 300.00	$ 3,000.00	
Senior Design Engineer	2.0	Hrs. @	180.00	360.00	
Project Administrator	3.0	Hrs. @	100.00	300.00	
Clerical	2.0	Hrs. @	85.00	170.00	
Mileage	97.0	Miles @	0.655	63.54	
Total Support During Bid & Award				$ 3,893.54	
Use					4,000.00

Phase 4 - Engineering Design During Construction and Final Project Closeout

Principal Engineer	24.0	Hrs. @	$ 300.00	$ 7,200.00	
Resident Engineer	12.0	Hrs. @	180.00	2,160.00	
Junior Engineer	10.0	Hrs. @	110.00	1,100.00	
Project Administrator	10.0	Hrs. @	100.00	1,000.00	
Clerical	15.0	Hrs. @	75.00	1,125.00	
Total Engineering During Construction				$ 12,585.00	
Use					13,000.00

EXHIBIT B-1

TRACY MUNICIPAL AIRPORT

CRACK SEAL, SLURRY SEAL AND MINOR PAVEMENT PATCHING
ENTRANCE ROAD AND PARKING LOT

BREAKDOWN OF ENGINEERING FEES

Phase 5 - Construction Management

Resident Engineer					
Regular Time	97.0	Hrs. @	$ 190.00	$ 18,430.00	
Overtime	22.0	Hrs. @	285.00	6,270.00	
Apprentice					
Regular Time	18.0	Hrs. @	95.00	1,710.00	
Overtime	5.0	Hrs. @	142.50	712.50	
Vehicle Rental	11.0	Days @	50.00	550.00	
Mileage	576.0	Miles @	0.655	377.28	
Per Diem	9.0	Days @	200.00	1,800.00	
Asphalt Testing				3,000.00	
Total Construction Management				$ 32,849.78	
Use					33,000.00
Total Engineering					$ 69,000.00

EXHIBIT B-2

STANDARD BILLING RATES
JANUARY 2023

Personnel

Principal Engineer	$300.00/Hour
Senior Engineer	$180.00/Hour
Junior Engineer	$120.00/Hour
Senior Drafter	$120.00/Hour
Junior Drafter	$100.00/Hour
Laboratory Technician	$90.00/Hour
Laboratory Apprentice	$50.00/Hour
Project Administrator	$100.00/Hour
Clerical	$85.00/Hour
Resident Engineer	$190.00/Hour
Senior Inspector	$180.00/Hour
Apprentice	$95.00/Hour

Travel and Vehicle Rental

Per Diem	$200/Day*
Vehicle Rental	$50.00/Day + $0.655/Mile

Subconsultants

Consulting Services, Testing Services	Cost + 10%

*Subject to change based on U.S. General Services Administration (GSA) Per Diem Rates.

EXHIBIT C – CONTRACT PROVISIONS FOR OBLIGATED SPONSORS AND AIRPORT IMPROVEMENT PROGRAM PROJECTS

C1 ACCESS TO RECORDS AND REPORTS

SOURCE

2 CFR § 200.334
2 CFR § 200.337
FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

C2 BREACH OF CONTRACT TERMS

SOURCE

2 CFR Part 200, Appendix II(A)

Any violation or breach of terms of this contract on the part of the *Consultant* or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide *Consultant* written notice that describes the nature of the breach and corrective actions the *Consultant* must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the *Consultant* must correct the breach. Owner may proceed with termination of the contract if the *Consultant* fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

C3 CIVIL RIGHTS - GENERAL

SOURCE

49 USC § 47123

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including

limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

C4 CIVIL RIGHTS – TITLE VI ASSURANCE

SOURCE

49 USC § 47123
FAA Order 1400.11

Title VI Solicitation Notice:

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal

Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

C5 CLEAN AIR AND WATER POLLUTION CONTROL

SOURCE

2 CFR Part 200, Appendix II(G)

42 USC § 7401, et seq

33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

C6 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

SOURCE

2 CFR Part 200, Appendix II(E)

2 CFR § 5.5(b)

40 USC § 3702

40 USC § 3704

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including

watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

C7 DEBARMENT AND SUSPENSION

SOURCE

2 CFR Part 180 (Subpart B)
2 CFR Part 200, Appendix II(H)
2 CFR Part 1200
DOT Order 4200.5
Executive Orders 12549 and 12689

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

C8 DISADVANTAGED BUSINESS ENTERPRISE

SOURCE

49 CFR Part 26

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29) –

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime contractor receives from City of Tracy. The prime contractor agrees further to return retainage payments to each subcontractor within 7 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Tracy. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f)) –
The prime contractor must not terminate a DBE subcontractor listed in response to Task Order 10 (or an approved substitute DBE firm) without prior written consent of City of Tracy. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent City of Tracy. Unless City of Tracy consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

City of Tracy may provide such written consent only if City of Tracy agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to City of Tracy its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to City of Tracy, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise City of Tracy and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why City of Tracy should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety) City of Tracy may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

C9 DISTRACTED DRIVING

SOURCE
Executive Order 13513
DOT Order 3902.10

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

C10 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

SOURCE

2 CFR § 200, Appendix II(K)
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

C11 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

SOURCE

2 CFR Part 200, Appendix II(C)
41 CFR § 60-1.4
41 CFR § 60-4.3
Executive Order 11246

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance*: Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

   d. "Minority" includes:

      (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time

and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access

to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C12 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

SOURCE
29 USC § 201, et seq
2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Consultant* has full responsibility to monitor compliance to the referenced statute or regulation. The *Consultant* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

C13 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

SOURCE
31 USC § 1352 – Byrd Anti-Lobbying Amendment
2 CFR Part 200, Appendix II(I)
49 CFR Part 20, Appendix A

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this

transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C14 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

SOURCE

29 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

C15 SEISMIC SAFETY

SOURCE

49 CFR Part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

C16 TAX DELINQUENCY AND FELONY CONVICTIONS

SOURCE

Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not (✓) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

C17 TERMINATION OF CONTRACT

SOURCE

2 CFR Part 200, Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project; or
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

   Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

   Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

   Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

   If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:
   1. Defaults on its obligations under this Agreement;
   2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;

3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

C18 TRADE RESTRICTION CERTIFICATION

SOURCE

49 USC § 50104

49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

C19 VETERAN'S PREFERENCE

SOURCE
49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

C20 DOMESTIC PREFERENCES FOR PROCUREMENTS

SOURCE
2 CFR § 200.322

2 CFR Part 200, Appendix II(L)

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

ATTACHMENT B

CITY OF TRACY TASK ORDER NO. 11 TO MASTER PROFESSIONAL SERVICES AGREEMENT DATED JUNE 16, 2020 AND AMENDMENT NO. 1 DATED SEPTEMBER 30, 2021 BETWEEN THE CITY OF TRACY AND BRANDLEY ENGINEERING, INC.

THIS Task Order is made and entered into by and between the CITY OF TRACY, a municipal corporation ("CITY"), and Brandley Engineering, ("CONSULTANT").

RECITALS

A. CONSULTANT's services are needed for Engineering Design and Construction Management Services for Crack Seal and Slurry Seal of the Tee Hangar Taxilanes at the Tracy Municipal Airport.

B. The CITY, as an Airport Sponsor, followed FAA requirements for the Airport Consultant selection process in accordance with FAA Advisory Circular # AC-150/1500-14C.

C. CITY and CONSULTANT, after negotiation, have reached an agreement for the performance of services in accordance with the terms set forth in this Task Order.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **INCORPORATION OF MASTER AGREEMENT AND AMENDMENT NO. 1.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Master Agreement and Amendment No. 1 for this project, unless specifically modified by this Task Order.

2. **SCOPE OF SERVICES.** CONSULTANT shall perform the services described in Exhibit "A" attached hereto and incorporated herein by reference.

3. **TIME OF PERFORMANCE.** CONSULTANT shall commence performance, and shall complete all required services no later than the dates set forth in Exhibit "A."

4. **COMPENSATION.** For services performed by CONSULTANT in accordance with this Task Order, CITY shall pay CONSULTANT, a Not to Exceed amount of $78,000 as set forth in Exhibit "A".

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

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

CITY OF TRACY

_____
By: Nancy Young
Title: Mayor

Melissa S. Brandley, P.E.

Melissa S. Brandley
By: Melissa S. Brandley
Title: Corporate Secretary/CFO

Date: _____ Date: _____
Attest:

_____
By: Adrianne Richardson
Title: City Clerk

Date: _____

Approved As To Form:

_____
By: Bijal Patel
Title: City Attorney

Date: _____

Exhibit "A"

A. SCOPE OF WORK.

CONSULTANT shall perform the following work:

Phase 1 – Preliminary Engineering

1) Project Formulation – DBE Program and Goal
2) Environmental Studies – Cat Ex
3) Perform crack surveys.

Phase 2 – Engineering Design and Preparation of Plans and Specifications

1) Perform complete engineering design.
2) Prepare complete plans and specifications for the project, ready for bid.
3) Prepare Engineer's Report including engineer's estimate of construction costs for the proposed project and the Construction Safety and Phasing Plan.

Phase 3 - Engineering Support During Bidding and Contract Award

1) Assist Sponsor in distributing final plans and specifications to prospective contractors.
2) Participate in a pre-bid meeting for all prospective contractors.
3) Respond to any questions and comments from prospective contractors.
4) Preparation of required addenda.
5) Assist Sponsor in awarding contract including preparation of Abstract of Bids and evaluation of bids.

Phase 4 - Engineering Design Services During Construction and Project Closeout

1) Participate in a pre-construction conference.
2) Provide engineering surveillance of all construction operations, including attendance at weekly construction meetings, preparation of any change orders required, preparation of contractor pay estimates, preparation of F.A.A. reimbursement requests, review of all contractor submittals, and preparation of final as-constructed drawings and final engineer's report.

Phase 5 - Construction Management - The Contractor will be required to furnish submittals for all materials proposed for use on the project and meet all requirements of the plans and specifications. The Engineer will provide all Quality Assurance Testing and Inspection, which will include the following:

1) Furnish qualified Resident Engineer to review and monitor all construction activities.

2) Provide all inspection and testing required as included in the quality assurance program including providing technicians and inspectors as required.

3) Provide surveying services as required.

4) Provide traffic safety inspectors and Safety Plan implementation.

B. TIME OF PERFORMANCE.

CONSULTANT shall complete the above listed work by the times set forth below:

- Phase 1 – Preliminary Engineering – The environmental studies and crack surveys will be completed within 30 calendar days of receipt of authorization to proceed.
- Phase 2 – Engineering Design – The engineering design and preparation of plans and specifications will be completed within 60 calendar days of receipt of authorization to proceed.
- Phase 3 – Engineering During Bid and Award – The engineering services in Phase 3 will take place from the time of advertisement of bids through the date of opening of bids. The abstract of bids and final application will be prepared within one week of receipt of bids.
- Phase 4 – Engineering During Construction and Final Project Closeout - The design engineering services during construction will be conducted during the entire construction phase of the work. Final record drawings and engineer's report will be prepared within 30 calendar days of receipt of contractor's final redline drawings.
- Phase 5 – Construction Management - The resident engineering, testing, and inspection work will be performed during the total time that construction occurs.

C. COMPENSATION.

CONSULTANT will be compensated for conducting the above listed work at standard hourly rates as shown on Exhibit B-1, for a total not to exceed $78,000.

Standard hourly rates are included in Exhibit B-2.

D. FEDERAL CONTRACT PROVISIONS.

The Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects must be included as part of a contract for any project funded by the F.A.A. These provisions are attached as Exhibit C.

EXHIBIT B-1

TRACY MUNICIPAL AIRPORT

CRACK SEAL AND SLURRY SEAL OF THE TEE HANGAR TAXILANES

BREAKDOWN OF ENGINEERING FEES

Phase 1 - Preliminary Engineering

Project Formulation - DBE Program and Goal

DBE Specialist Subconsultant				$	11,000.00
Principal Engineer	3.5	Hrs. @	$ 300.00		1,050.00
Total Project Formulation - DBE				$	12,050.00
Use				$	12,000.00

Environmental Studies - Cat Ex

NEPA Project Manager				$	1,800.00
Senior Design Engineer					180.00
Total Environmental				$	1,980.00
Use				$	2,000.00

Crack Surveys

Senior Engineer	10.0	Hrs. @	$ 180.00	$	1,800.00
Mileage	100.0	Miles @	0.625		62.50
Total Crack Surveys				$	1,862.50
Use				$	2,000.00
Total Preliminary Engineering					$ 16,000.00

Phase 2 - Engineering Design:

Engineering Services up through Preparation of Plans, Specifications, and Reports

Principal Engineer	20.0	Hrs. @	$ 300.00	$	6,000.00
Senior Drafter	35.0	Hrs. @	120.00		4,200.00
Project Administrator	30.0	Hrs. @	100.00		3,000.00
Clerical	20.0	Hrs. @	85.00		1,700.00
Total Engineering Design				$	14,900.00
Use					15,000.00

Phase 3 - Engineering Support During Bidding and Contract Award

Principal Engineer	10.0	Hrs. @	$ 300.00	$	3,000.00
Senior Design Engineer	2.0	Hrs. @	180.00		360.00
Project Administrator	3.0	Hrs. @	100.00		300.00
Clerical	2.0	Hrs. @	85.00		170.00
Mileage	97.0	Miles @	0.655		63.54
Total Support During Bid & Award				$	3,893.54
Use					4,000.00

EXHIBIT B-1

TRACY MUNICIPAL AIRPORT

CRACK SEAL AND SLURRY SEAL OF THE TEE HANGAR TAXILANES

BREAKDOWN OF ENGINEERING FEES

Phase 4 - Engineering Design During Construction and Final Project Closeout

Principal Engineer	24.0	Hrs. @	$ 300.00	$ 7,200.00	
Resident Engineer	12.0	Hrs. @	180.00	2,160.00	
Junior Engineer	10.0	Hrs. @	110.00	1,100.00	
Project Administrator	10.0	Hrs. @	100.00	1,000.00	
Clerical	15.0	Hrs. @	75.00	1,125.00	
Total Engineering During Construction				$ 12,585.00	
Use					$ 13,000.00

Phase 5 - Construction Management

Resident Engineer					
Regular Time	97.0	Hrs. @	$ 190.00	$ 18,430.00	
Overtime	22.0	Hrs. @	285.00	6,270.00	
Apprentice					
Regular Time	18.0	Hrs. @	95.00	1,710.00	
Overtime	5.0	Hrs. @	142.50	712.50	
Vehicle Rental	11.0	Days @	50.00	550.00	
Mileage	576.0	Miles @	0.655	377.28	
Per Diem	9.0	Days @	200.00	1,800.00	
Total Construction Management				$ 29,849.78	
Use					30,000.00
Total Engineering					$ 78,000.00

EXHIBIT B-2

STANDARD BILLING RATES
JANUARY 2023

Personnel

Principal Engineer	$300.00/Hour
Senior Engineer	$180.00/Hour
Junior Engineer	$120.00/Hour
Senior Drafter	$120.00/Hour
Junior Drafter	$100.00/Hour
Laboratory Technician	$90.00/Hour
Laboratory Apprentice	$50.00/Hour
Project Administrator	$100.00/Hour
Clerical	$85.00/Hour
Resident Engineer	$190.00/Hour
Senior Inspector	$180.00/Hour
Apprentice	$95.00/Hour

Travel and Vehicle Rental

Per Diem	$200/Day*
Vehicle Rental	$50.00/Day + $0.655/Mile

Subconsultants

Consulting Services, Testing Services	Cost + 10%

*Subject to change based on U.S. General Services Administration (GSA) Per Diem Rates.

EXHIBIT C – CONTRACT PROVISIONS FOR OBLIGATED SPONSORS AND AIRPORT IMPROVEMENT PROGRAM PROJECTS

C1 ACCESS TO RECORDS AND REPORTS

SOURCE

2 CFR § 200.334
2 CFR § 200.337
FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

C2 BREACH OF CONTRACT TERMS

SOURCE

2 CFR Part 200, Appendix II(A)

Any violation or breach of terms of this contract on the part of the *Consultant* or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide *Consultant* written notice that describes the nature of the breach and corrective actions the *Consultant* must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the *Consultant* must correct the breach. Owner may proceed with termination of the contract if the *Consultant* fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

C3 CIVIL RIGHTS - GENERAL

SOURCE

49 USC § 47123

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including

limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

C4 CIVIL RIGHTS – TITLE VI ASSURANCE

SOURCE

49 USC § 47123
FAA Order 1400.11

Title VI Solicitation Notice:

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal

Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

C5 CLEAN AIR AND WATER POLLUTION CONTROL

SOURCE

2 CFR Part 200, Appendix II(G)

42 USC § 7401, et seq

33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

C6 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

SOURCE

2 CFR Part 200, Appendix II(E)

2 CFR § 5.5(b)

40 USC § 3702

40 USC § 3704

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including

watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

C7 DEBARMENT AND SUSPENSION

SOURCE

2 CFR Part 180 (Subpart B)
2 CFR Part 200, Appendix II(H)
2 CFR Part 1200
DOT Order 4200.5
Executive Orders 12549 and 12689

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

C8 DISADVANTAGED BUSINESS ENTERPRISE

SOURCE

49 CFR Part 26

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29) –

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime contractor receives from City of Tracy. The prime contractor agrees further to return retainage payments to each subcontractor within 7 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Tracy. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f)) –
The prime contractor must not terminate a DBE subcontractor listed in response to Task Order 11 (or an approved substitute DBE firm) without prior written consent of City of Tracy. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent City of Tracy. Unless City of Tracy consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

City of Tracy may provide such written consent only if City of Tracy agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to City of Tracy its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to City of Tracy, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise City of Tracy and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why City of Tracy should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety) City of Tracy may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

C9 DISTRACTED DRIVING

SOURCE
Executive Order 13513
DOT Order 3902.10

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

C10 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

SOURCE

2 CFR § 200, Appendix II(K)
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

C11 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

SOURCE

2 CFR Part 200, Appendix II(C)
41 CFR § 60-1.4
41 CFR § 60-4.3
Executive Order 11246

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance*: Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

   d. "Minority" includes:

      (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time

and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access

to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C12 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

SOURCE
29 USC § 201, et seq
2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Consultant* has full responsibility to monitor compliance to the referenced statute or regulation. The *Consultant* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

C13 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

SOURCE
31 USC § 1352 – Byrd Anti-Lobbying Amendment
2 CFR Part 200, Appendix II(I)
49 CFR Part 20, Appendix A

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this

transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C14 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

SOURCE

29 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

C15 SEISMIC SAFETY

SOURCE

49 CFR Part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

C16 TAX DELINQUENCY AND FELONY CONVICTIONS

SOURCE

Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not (✓) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

C17 TERMINATION OF CONTRACT

SOURCE

2 CFR Part 200, Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project; or
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

   Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

   Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

   Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

   If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:
   1. Defaults on its obligations under this Agreement;
   2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;

3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

C18 TRADE RESTRICTION CERTIFICATION

SOURCE

49 USC § 50104

49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

C19 VETERAN'S PREFERENCE

SOURCE
49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

C20 DOMESTIC PREFERENCES FOR PROCUREMENTS

SOURCE
2 CFR § 200.322

2 CFR Part 200, Appendix II(L)

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

ATTACHMENT C

CITY OF TRACY TASK ORDER NO. 12 TO MASTER PROFESSIONAL SERVICES AGREEMENT DATED JUNE 16, 2020, AND AMENDMENT NO. 1 DATED SEPTEMBER 30, 2021 BETWEEN THE CITY OF TRACY AND BRANDLEY ENGINEERING, INC.

THIS Task Order is made and entered into by and between the CITY OF TRACY, a municipal corporation ("CITY"), and Brandley Engineering, ("CONSULTANT").

RECITALS

A. CONSULTANT's services are needed for Construction Management Services for Repair Sinkhole in Hangar Taxilanes at the Tracy Municipal Airport.

B. The CITY, as an Airport Sponsor, followed FAA requirements for the Airport Consultant selection process in accordance with FAA Advisory Circular # AC-150/1500-14C.

C. CITY and CONSULTANT, after negotiation, have reached an agreement for the performance of services in accordance with the terms set forth in this Task Order.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **INCORPORATION OF MASTER AGREEMENT AND AMENDMENT NO. 1.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Master Agreement and Amendment No. 1 for this project, unless specifically modified by this Task Order.

2. **SCOPE OF SERVICES.** CONSULTANT shall perform the services described in Exhibit "A" attached hereto and incorporated herein by reference.

3. **TIME OF PERFORMANCE.** CONSULTANT shall commence performance, and shall complete all required services no later than the dates set forth in Exhibit "A."

4. **COMPENSATION.** For services performed by CONSULTANT in accordance with this Task Order, CITY shall pay CONSULTANT, a Not to Exceed amount of $13,500 as set forth in Exhibit "A".

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

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

CITY OF TRACY

_____

By: Nancy Young
Title: Mayor

Melissa S. Brandley, P.E.

Melissa S. Brandley

By: Melissa S. Brandley
Title: Corporate Secretary/CFO

Date: _____ Date: _____
Attest:

_____
By: Adrianne Richardson
Title: City Clerk

Date: _____

Approved As To Form:

_____
By: Bijal Patel
Title: City Attorney

Date: _____

Exhibit "A"

A. SCOPE OF WORK.

CONSULTANT shall perform the following work:

Preliminary Engineering

Environmental Studies – Cat Ex

Construction Management - The Contractor will be required to furnish submittals for all materials proposed for use on the project and meet all requirements of the plans and specifications. The Engineer will provide all Quality Assurance Testing and Inspection, which will include the following:

1) Furnish qualified Resident Engineer to review and monitor all construction activities.
2) Provide all inspection and testing required as included in the quality assurance program including providing technicians and inspectors as required.
3) Provide surveying services as required.
4) Provide traffic safety inspectors and Safety Plan implementation.

B. TIME OF PERFORMANCE.

CONSULTANT shall complete the above listed work by the times set forth below:

- Preliminary Engineering – The environmental studies will be completed within 5 calendar days of receipt of authorization to proceed.
- Construction Management - The resident engineering, testing, and inspection work will be performed during the total time that construction occurs, which is anticipated to be five (5) working days.

C. COMPENSATION.

CONSULTANT will be compensated for conducting the above listed work at standard hourly rates as shown on Exhibit B-1, for a total not to exceed $13,500.

Standard hourly rates are included in Exhibit B-2.

EXHIBIT B-1

TRACY MUNICIPAL AIRPORT

REPAIR SINKHOLE IN HANGAR TAXILANE

BREAKDOWN OF ENGINEERING FEES

Environmental Document - Cat Ex						
Wallace Environmental				$ 1,080.00		
Brandley Supervision - 10%				108.00		
Total Construction Management					$	1,188.00
Construction Management						
Resident Engineer						
Regular Time	43.0	Hrs. @	$ 190.00	$ 8,170.00		
Overtime	10.0	Hrs. @	285.00	2,850.00		
Vehicle Rental	5.0	Days @	50.00	250.00		
Mileage	192.0	Miles @	0.655	125.76		
Per Diem	4.0	Days @	200.00	800.00		
Total Construction Management				$ 12,195.76		12,195.76
Total Engineering					$	13,383.76

EXHIBIT B-2

STANDARD BILLING RATES
JANUARY 2023

Personnel

Principal Engineer	$300.00/Hour
Senior Engineer	$180.00/Hour
Junior Engineer	$120.00/Hour
Senior Drafter	$120.00/Hour
Junior Drafter	$100.00/Hour
Laboratory Technician	$90.00/Hour
Laboratory Apprentice	$50.00/Hour
Project Administrator	$100.00/Hour
Clerical	$85.00/Hour
Resident Engineer	$190.00/Hour
Senior Inspector	$180.00/Hour
Apprentice	$95.00/Hour

Travel and Vehicle Rental

Per Diem	$200/Day*
Vehicle Rental	$50.00/Day + $0.655/Mile

Subconsultants

Consulting Services, Testing Services	Cost + 10%

*Subject to change based on U.S. General Services Administration (GSA) Per Diem Rates.

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING, UNDER THE EXISTING MASTER PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF TRACY AND BRANDLEY ENGINEERING, INC., THE FOLLOWING NEW TASK ORDERS RELATED TO CONSTRUCTION PROJECTS AT THE TRACY MUNICIPAL AIRPORT: (A) TASK ORDER 10 (CAPITAL IMPROVEMENT PROJECT 77593), WITH A NOT TO EXCEED AMOUNT OF $69,000, (B) TASK ORDER 11 (CAPITAL IMPROVEMENT PROJECT 77589), WITH A NOT TO EXCEED AMOUNT OF $78,000, AND (C) TASK ORDER 12 (INSURANCE REPAIR), WITH A NOT TO EXCEED AMOUNT OF $13,500

WHEREAS, On June 16, 2020, by Resolution #2020-094, the City Council authorized the execution of a Master Professional Services Agreement (MPSA) with Reinard W. Brandley, Airport Engineer to perform Engineering Design and Construction Management Services during bidding and contract award, Engineering design services during construction and project closeout, as well as Construction management for a maximum amount of $600,000; and

WHEREAS, The MPSA was amended on September 30, 2021, to approve the transfer of ownership from Reinard W. Brandley to Brandley Engineering, Inc. (Consultant); and

WHEREAS, In accordance with the MPSA terms and FAA requirements, Airport projects are required to have a Task Order assigned to each one; and

WHEREAS, There are three approved City projects for Fiscal Year 23/24 that will be constructed by the same contractor and require individual Task Orders to be assigned:(A) CIP 77589 - Airport Slurry Seal & Pavement Patching Entrance Road and Parking Lot Project, (B) CIP 77593 - Slurry Seal of the Tee Hangar Taxilanes Project, and (C)Repair Sinkhole in Hangar Taxilane Project; and

WHEREAS, The new Task Orders will allow Consultant to provide requisite engineering and construction management services for the three projects, and the cost of all services provided by Consultant is incorporated into the existing project costs; and

WHEREAS, The City Council accepted two grants from the FAA to complete two pavement projects at the Tracy Municipal Airport; and

WHEREAS, September 5, 2023, an FAA grant CIP 77593 – Slurry Seal of Tee Hangar Taxilanes, was accepted through the FAA's Airport Improvement Program (AIP), and the Scope of Work by Consultant for this project is provided in Task Order #11 with a Not to Exceed amount of $78,000, attached hereto as Attachment B; and

WHEREAS, On October 3, 2023, an FAA grant for CIP 77589 – Airport Slurry Seal & Pavement Patching Entrance Road and Parking Lot, was accepted through the FAA's Airport

Infrastructure Grant (AIG) program, and the Scope of Work by Consultant for this project is provided in Task Order #10 with a Not to Exceed amount of $69,000, attached hereto as Attachment A; and

WHEREAS, The third project is to Repair Sinkhole in Hangar Taxilane. Earlier this year, a fire hydrant was struck at the airport causing a sinkhole in the hangar taxilane area, and the Scope of Work by Consultant for this project is reflected in Task Order #12 with a Not to Exceed amount of $13,500, attached hereto as Attachment C: and

NOW, THEREFORE, be it resolved as follows:

RESOLVED: That the above recitals are true and correct; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy hereby approves, under the existing Master Professional Services Agreement between the City of Tracy and Brandley Engineering, Inc., the following new Task Orders related to construction projects at the Tracy Municipal Airport: (A) Task Order 10 (Capital Improvement Project 77593), with a Not to Exceed amount of $69,000, (B) Task Order 11 (Capital Improvement Project 77589), with a Not to Exceed amount of $78,000, and (C) Task Order 12 (Insurance Repair), with a Not to Exceed amount of $13,500 and be it

FURTHER RESOLVED: No additional appropriations are necessary for this action as the requisite funds are reflected in the already approved budgets for the projects; and

FURTHER RESOLVED: The City Council hereby finds that this action is categorically excluded from the National Environmental Policy Act of 1969, as amended pursuant to Federal Aviation Administration Order 1050.1F and categorically exempt per California Environmental Quality Act Guidelines Section §15301 Existing Facilities, Class I category.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on December 19, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

December 19, 2023

Agenda Item 1.K

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution authorizing 1) the purchase of six (2) new vehicles and (4) replacement vehicles for the City's fleet, from the National Auto Fleet Group, for a total amount of $573,562.04 and 2) retirement of four (4) vehicles that are in poor condition.

EXECUTIVE SUMMARY

Staff recommends that the City Council authorize purchase of multiple vehicles (Two 2024 Ford F-250 SD trucks, one 2024 Ford F-550 Bucket truck with material handler, and three 2024 Ford F-250 SD Utility body trucks) from National Auto Fleet Group, a Sourcewell awarded contract company. A current need exists to replace antiquated vehicles, and to add four new vehicle additions, for the operation and maintenance of City infrastructure. This request seeks authorization to make the necessary purchases.

BACKGROUND AND LEGISLATIVE HISTORY

The Operations Division is responsible for managing most of the City's fleet, which is used by various divisions of the City. There is a need to replace antiquated vehicles from the fleet, while also adding new vehicles into the fleet. In an effort to streamline operations and allocate resources efficiently, staff harnessed the use of the City's Faster data system to aid in identifying the following vehicle units: 2334, 2382, 2219, and 2292, to be replaced based on age, mileage, condition, and maintenance cost. Staff focused on older assets that had surpassed their prime years, high-mileage items, and those with significant wear and escalating repair costs associated with aging vehicles. The Operations Fleet Division received City Council budget authorization, through the Fiscal Year 2023-2024 budget process, for the replacement and purchase of the antiquated as well as additional vehicles.

ANALYSIS

The proposed purchase with National Auto Fleet Group is a Sourcewell awarded contact company. Sourcewell (formerly NJPA) is a municipal contracting government agency formed under Minnesota State law that serves education and government agencies nationally through competitively bid and awarded contract purchasing solutions. Under its enabling law, Sourcewell is a local government unit, a public corporation and a public agency. According to its website, Sourcewell is authorized to establish competitively awarded cooperative purchasing contracts on behalf of itself and its participating agencies and follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services.

The City of Tracy is an established customer with Sourcewell (customer number 18531). Tracy Municipal Code section 2.20.220 allows the City to participate in cooperative purchasing agreements to procure general services, supplies or equipment, in lieu of a separate formal bidding procurement process.

Below is a list of the vehicles and equipment that will be purchased and the vendors that will be used.

Description	Vendor	Cost	Reason for Award	Funding Source
(**1) New Addition** 2023 Ford F-550 DRW 4X4 W/Versalift VST-47-MHI	National Auto Fleet Group	$233,168.00	Sourcewell (NJPA) 091521-NAF	Budget Approved 2023-24 for Operations Div.
(1) New Addition Ford F-250 SD SRW XL 2WD Supercab W/ Scelzi 8' Utility Body	National Auto Fleet Group	$80,231.66	Sourcewell (NJPA) 091521-NAF	Budget Approved 2023-24 for Operations Div.
(**2**) **Replacements** 2024 Ford Super Duty F-250 SRW XL 2WD Crew Cab Replacing **A & B** below	National Auto Fleet Group	$99,699.06	Sourcewell (NJPA) 091521-NAF	Fleet Funded for replacements as listed below
(**2**) **Replacements** Ford F-250 SD 2WD Supercab W/ Scelzi 8' Utility Body Replacing **C & D** below	National Auto Fleet Group	$160,463.32	Sourcewell (NJPA) 091521-NAF	Fleet Funded for replacements as listed below
	Total Cost	**$573,562.04**		

Retiring Vehicles	Vehicle Mileage/ Age	Repair Cost	Vehicle Condition
A. Replacement 2334 2011 Ford Super Duty F-250 SRW XL 2WD	Mileage- 97,566 Age- 12yrs (2011)	$16,921.46	Poor Condition
B. Replacement 2382 2013 Ford Super Duty F-250 SRW XL 2WD	Mileage- 78,663 Age- 10yrs (2013)	$15,443.87	Poor Condition
C. Replacement 2219 2006 Ford Super Duty F-250 Utility Body	Mileage- 93,853 Age- 17yrs (2006)	$53,210.89	Poor Condition
D. Replacement 2292 2008 Ford Super Duty F-250 Utility Body	Mileage- 85,946 Age- 15yrs (2008)	$23,067.25	Poor Condition

The disposal of surplus equipment and commodities or other property no longer needed by any department of the City is governed by Section 2.20.310 of the Tracy Municipal Code (TMC) which identifies the method of disposition of surplus property. Per the TMC, surplus items are sold at public auction to the highest bidder. Items which are not sold at public auction will be reviewed for value, and if appropriate, sold for scrap value.

FISCAL IMPACT

The proposed purchase with National Auto Fleet Group totals $573,562.04 and has been approved in the 2023-2024 Fiscal Year budget.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution authorizing 1) the purchase of six (2) new vehicles and (4) replacement vehicles for the City's fleet, from the National Auto Fleet Group, for a total amount of $573,562.04 and 2) retirement of four (4) vehicles that are in poor condition.

Prepared by: Adrian Taylor, Fleet Supervisor

Reviewed by: David Murphy, Assistant Director of Operations & Utilities
Jim Thompson, Operations Superintendent
Sara Cowell, Director of Finance
Karin Schnaider, Assistant City Manager
Bijal M. Patel, City Attorney

Approved by: Midori Lichtwardt, Interim City Manager

Attachments:
A – Sourcewell Contract 091521
B – Quote Ford F-550 Versalift
C – Quote 3 Ford F-250 Supercabs
D – Quote Ford F-250 Super Duty

Sourcewell

Solicitation Number: RFP #091521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

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22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 11/4/2021 | 1:28 PM CDT

72 Hour LLC dba: National Auto Fleet Group

By: DocuSigned by: Jesse Cooper FACBB5730C1E467...

Jesse Cooper

Title: Fleet Manager

Date: 11/4/2021 | 10:46 AM CDT

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 11/4/2021 | 1:34 PM CDT

National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

09/19/2023

Quote ID#16243NC

Adrian Taylor
City of Tracy
520 Tracy Blvd.
Tracy, CA 95376

Dear Adrian Taylor,

National Auto Fleet Group is pleased to quote the following sourced(s) for your consideration. **One (1) New/Unused (2023 Ford Super Duty F-550 DRW 4x4 Cab Chassis 84" CA, 6.7L Diesel Engine w/Versalift VST-47-MHI Insulated 47ft Articulating Telescopic Aerial Platform Body + Handling $5000.00),** delivered to your department yard, each for

	(1) One Unit
Sourced Price	$ 211,000.00
Tax (8.250%)	$ 17,407.50
Delivery	$ 4,750.00
Tire Fee	$ 10.50
Total	**$ 233,168.00**

-per your attached specifications:

This sourced(s) is available under the **Sourcewell 091521-NAF.** Please reference this Contract Number on all Purchase Orders to National Auto Fleet Group.
Payment terms are Net 20 days after receipt of vehicle.
Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
National Fleet Manager
Office (855) 289-6572

QUOTATION

Customer:

Attn:
Email:

Date June 22, 2023

Model: VST47-MHI

We are pleased to quote the VERSALIFT VST-47-MHI, insulated 47 ft. 4 in. (14.4 m) articulating, telescopic aerial platform lift, 52 ft. 4 in. (16.0 m) working height with a horizontal reach of 30 ft. 9 in. (9.4 m) and to include the following items:

- Standard platform capacity of 400 lbs.
- **TruGuard™** dielectric isolating system with right hand single-stick control. All control handles are isolated and tested per ANSI 92.2. The high resistive dielectric system is protected from direct environmental and job related contamination. **TruGuard™** technology incorporates the use of full hydraulic controls with durable metal handles and linkages.
- Hydraulic platform rotator.
- Hydraulic dual arm **articulating** jib pole and winch package for up to 1,000 lbs. (454 kg.) capacity, including insulated jib pole
- 360° continuous rotation including slip rings
- Six GPM (22.7 LPM) open center hydraulic system with a 3000 psi (210 kg/cm²) operating pressure
- Side mounted telescopic upper boom allows low stowing of platform. Fiberglass inner boom and patented ELECTROGARD provide insulation gap of 41 inches (1.0 m) fully retracted meeting ANSI A92.2 requirements for Category C 46KV and below.
- Chassis insulating system (fiberglass lower boom insert) providing 12 in. (0.305 m) insulation gap and including accommodations to bridge insulation gap for testing per ANSI 92.2
- ELECTROGARD and inner boom finished with white urethane paint over a white gel coat.
- Non-lube bearings used throughout.
- One set of hydraulic tool outlets with pressure limit valve. Valve can be adjusted from 1000 to 2500 psi.
- Sub frame mounted main A-frame outriggers with pivot feet, two control valves, and a selector valve.

VST-47-MHI

Date:
07-07-2021
VERSALIFT.COM

Quote #:
S-22377

- Auxiliary independent narrow knock down A Frame outriggers with pivot feet
- Outrigger boom interlock system for main and auxiliary outriggers
- Integral reservoir with a 17-gallon (64.4 l) capacity and dual sight gauges.
- Side mounted closed heavy-duty one-step 24 in. X 30 in. X 42 in. (0.61m X 0.76m X 1.07m) fiberglass platform including platform liner and vinyl cover.
- Individual full pressure controls at the turret actuate all boom functions and is equipped with a selector valve to override upper controls
- 12 volt DC backup pump providing power to all boom functions
- Automatic throttle control
- Auto boom latch for mounting on inner boom. The rotary auto boom latch works off the lift hydraulic pressure to open and close.
- Standard white urethane paint
- Safety harness and lanyard
- Two operator manuals and service manuals

Cab and chassis to the following specifications:

- CHASSIS SPECIFICATIONS Minimum Chassis Requirements: • • Clean Cab to Axle Dimension (tops, sides & bottoms) ..... 84 In. (2.14 m) • • Frame Resisting Bending Moment ..... 530,000 in-lbs. (60,000 N-m) • • GVWR ..... 19,500 lbs. (8845 kg) • • Front GAWR ..... 7,000 lbs. (3175 kg) • • Rear GAWR ..... 13,500 lbs. (6120 kg) • • Approximate Curb Weight for Stability ..... 14,500 lbs. (6580 kg) • • PTO Provision •
- • Rear Fuel Tank Only •
- • Trailer brake controller •
- • Rear view camera and prep kit •
- • Ford F-550 4x4 •
- • Diesel Engine
-

Steel 132" long x 40/48" high x 94" wide service body including the following:

- 30 inch tread plate platform extension
- LED lighting package installed in tail shelf.
- Cable access step at rear and side access.
- Two (2) chrome grab handles at side access and two (2) pool type grab handles for rear tail shelf.
- Wheel chock storage with pendulum retainers and outrigger pad holders.
- Master door lock hook and loop system on each door with two (2) spring loaded door handles. Excludes 1st vertical curbside
- Grey Zolatone paint on the interior of compartments.
- **48" High Street side compartments as follows**
- 1st Vertical: Two (2) adjustable shelves with dividers and cutout for outrigger
- 2nd Vertical: Two (2) adjustable shelves with dividers
- Horizontal: Adjustable dividers installed on compartment bottom
- Rear Vertical: Two (2) adjustable shelves with dividers
- Hot stick shelf with rear access door.
- **40" High Curbside compartments as follows**
- 1st Vertical: Two (2) adjustable shelves with dividers and cutout for outrigger
- 2nd Vertical: Gripstrut access steps to bed area with removable composite side gate.
- Horizontal: One (1) adjustable shelf with dividers
- Rear Vertical: Five (5) fixed material hooks 1-3-1

National Auto Fleet Group
A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

10/25/2023
10/26/2023 Re-Configured

Quote ID: **26257 R2**

Order Cut Off Date: **TBA**

Mr Adrian Taylor
City of Tracy

520 Tracy Blvd

Tracy, California, 95376

Dear Adrian Taylor,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
Three (3) New/Unused (2024 Ford Super Duty F-250 SRW (X2A) XL 2WD SuperCab 8' Box 164" WB, Scelzi Ent. Upfit + Handling) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (3)	Total Savings
Contract Price	$50,395.00	$48,553.92	3.653 %	$145,661.76	$5,523.24
Scelzi Ent. Upfit + Handling		$25,555.00		$76,665.00	
Tax (8.2500 %)		$6,113.99		$18,341.97	
Tire fee		$8.75		$26.25	
Total		$80,231.66		$240,694.98	

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572

CHEVROLET TOYOTA GMC

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:	www.NAFGETA.com
Use the upfitter of your choice:	www.NAFGpartner.com
Vehicle Status:	ETA@NationalAutoFleetGroup.com
General Inquiries:	Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

SCELZI ENTERPRISES, INC.
Premium Truck Bodies

2286 E. Date Ave.
Fresno, CA 93706
Phone: 559-237-5541
Fax: 559-237-5554
www.SEINC.com

Quotation

275099

Date: 10/25/2023, 4:07:28 PM

User: Uribe, Ruben

Bill To: NATIONAL AUTO FLEET GROUP
Attn: PADILLA, GREGORY
685 LAKESHORE DR
KLAMATH FALLS, OR 97601
855-289-6572

Ship To: TRACY, CITY OF
Attn: DESOUZA, FRANK
520 NORTH TRACY BLVD
TRACY, CA 95376
(209) 831-4041

Quote Date:	10/25/2023	**Salesman:**	Uribe, Ruben
Expiration Date:	11/24/2023	**Ship Via:**	SCELZI DROPSHIP
Sales Tax	Exempt @ 0.000%	**Terms:**	Net 30 w/ PO
		PO Number:	

Notes:

MOUNT IN FRESNO
PAINT BODY SINGLE STAGE FORD WHITE # Z1
MIDSHIP FUEL TANK - GAS

Qty	Part Number	Description	Total	Tax
1	Customer Chassis	2024, FORD, F250, SUPER CAB, WHITE, GAS, SRW, 56" CA, VIN # TBA	$0.00	
1	SB-98-79-49-38-VO	SERVICE BODY SRW 56CA-98 LONG, 79 WIDE, 49 FLOOR WIDTH, 38 TALL VERTICAL OPEN TOP	$21,127.00	
		1EA - ALL LIGHTS L.E.D.		
1	BUMPER SIG - 6"	6" DIAMOND PLATE STEP BUMPER - POWDER COATED GRAY	$0.00	
		1EA - BOLT ON VISE STAND REMOVABLE – PART #SE100919 (VSR-123) WITH WILTON 746 VICE WITH 6" JAW		
		1EA - FACTORY HITCH WITH PM87 INSERT AND COMBO/PINTLE 2 5/16" BALL		
		1EA - TRAILER PLUG 7/4 OEM SOCKET		
		1EA - ELECTRIC BRAKE UNIT, NAPA BRAKE CONTROLLER #755-2061		
		1EA - INSTALL FACTORY BACK UP CAMERA		

SCELZI ENTERPRISES, INC.
Premium Truck Bodies

Quotation

275099

Date: 10/25/2023, 4:07:28 PM

User: Uribe, Ruben

1	LADDER RACK - 2x3x120	2" X 3" X .120 WALL FORKLIFT ACCESS - POWDER COATED WHITE 1EA - SWING OUT REAR CROSSBAR 1EA - ARROW STICK TAC815 MOUNTED BELOW REAR SWING OUT CROSSBAR WITH IN CAB CONTROLLER AND QUICK DISCONNECT 2EA - BEACON MOUNTED (1EA) SIDE BEHIND CAB 2EA - WHELEN L31 AMBER BEACONS (1EA) SIDE WIRED TO # 1 UPFITTER SWITCH 4EA - RS1 RATCHET STRAPS (2EA) SIDE OVER CARGO AREA	$0.00
1	PDI	PRE-DELIVERY INSPECTION OF VEHICLE PER WORK ORDER	$150.00
1	HAZ MAT - HWD FEE	HAZARDOUS WASTE DISPOSAL FEE	$50.00
1	WEIGHT CERTIFICATE	WEIGHT CERTIFICATE OF COMPLETED UNIT	$45.00
1	TRANSPORTATION	ONE WAY TO TRACY, CA	$850.00
		Sub Total	**$22,222.00**
		Sales Tax	**$0.00**
		Total	**$22,222.00**

DISCLAIMERS

TERMS: Standard terms are Net 10 Days, any deviations need to be in writing before production

CHASSIS: Scelzi Enterprises, Inc. is not responsible for flashing or modification of any chassis modules due to the installation of a body
Including but not limited to camera installation, erratic turn signal operation, etc

CHANGES: Each change after quote is accepted will constitute a $500.00 fee in addition to the cost of the change
No changes will be made to orders 2 weeks prior to production start date

DRAWINGS: Any changes to drawings after acceptance and 2 weeks prior to production start date will constitute a $500.00 fee or more at $150.00 per hour
No changes will be made to drawings 2 weeks prior to production start date

PAINT: Scelzi Enterprises, Inc. does not guarantee a perfect color match due to inconsistencies in factory paints and procedures

THIS WORK AUTHORIZED BY

DATE

Payment in full on completion of job if credit arrangements have not been made in advance

The above quotation is submitted according to specifications submitted by customer. Any alterations or changes increasing production costs will be charged for accordingly.

Estimate Prepared By:

Sales Rep: Uribe, Ruben

Vehicle Configuration Options

ENGINE	
Code	**Description**
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas, (STD)
TRANSMISSION	
Code	**Description**
44F	Transmission: TorqShift-G 10-Speed Automatic, (STD)
TIRES	
Code	**Description**
TD8	Tires: LT245/75Rx17E BSW A/S, (STD)
PRIMARY PAINT	
Code	**Description**
Z1	Oxford White
SEAT TYPE	
Code	**Description**
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage and driver's side manual lumbar
AXLE RATIO	
Code	**Description**
X37	3.73 Axle Ratio, (STD)
ADDITIONAL EQUIPMENT	
Code	**Description**
67E	250 Amp Alternator (Gas)
66D	Pickup Box Delete, -inc: Deletes tie down hooks, tailgate, rear bumper, rearview camera, spare wheel, tire, carrier and jack and 7/4 pin connector, Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer, In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builders Layout Book (and applicable supplements), Rear View Camera & Prep Kit
18B	Platform Running Boards
91S	Amber 360 Degree LED Warn Strobes (Pre-Installed), -inc: dual beacon
76C	Exterior Backup Alarm (Pre-Installed)
66S	Upfitter Switches (6), -inc: Located in overhead console
OPTION PACKAGE	
Code	**Description**
600A	Order Code 600A

2024 Fleet/Non-Retail Ford Super Duty F-250 SRW XL 2WD SuperCab 8' Box 164" WB

WINDOW STICKER

2024 Ford Super Duty F-250 SRW XL 2WD SuperCab 8' Box 164" WB

CODE	MODEL	MSRP
X2A	2024 Ford Super Duty F-250 SRW XL 2WD SuperCab 8' Box 164" WB	$47,505.00
	OPTIONS	
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas, (STD)	$0.00
44F	Transmission: TorqShift-G 10-Speed Automatic, (STD)	$0.00
TD8	Tires: LT245/75Rx17E BSW A/S, (STD)	$0.00
Z1	Oxford White	$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage and driver's side manual lumbar	$0.00
X37	3.73 Axle Ratio, (STD)	$0.00
67E	250 Amp Alternator (Gas)	$85.00
66D	Pickup Box Delete, -inc: Deletes tie down hooks, tailgate, rear bumper, rearview camera, spare wheel, tire, carrier and jack and 7/4 pin connector, Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer, In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builders Layout Book (and applicable supplements), Rear View Camera & Prep Kit	($625.00)
18B	Platform Running Boards	$445.00
91S	Amber 360 Degree LED Warn Strobes (Pre-Installed), -inc: dual beacon	$650.00
76C	Exterior Backup Alarm (Pre-Installed)	$175.00
66S	Upfitter Switches (6), -inc: Located in overhead console	$165.00
600A	Order Code 600A	$0.00

Please note selected options override standard equipment

SUBTOTAL	**$48,400.00**
Advert/ Adjustments	$0.00
Manufacturer Destination Charge	$1,995.00
TOTAL PRICE	**$50,395.00**

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: 6.8L 2V DEVCT NA PFI V8 Gas -inc: Flex fuel (STD)
Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and trail (STD)
3.73 Axle Ratio (STD)

EXTERIOR

Tires: LT245/75Rx17E BSW A/S -inc: Spare may not be the same as road tire (STD)

GVWR

GVWR: 10,000 lb Payload Package

WHEELS

Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments

ADDITIONAL EQUIPMENT

50-State Emissions System
Transmission w/Oil Cooler
Rear-Wheel Drive
78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
160 Amp Alternator
Class V Towing Equipment -inc: Hitch, Brake Controller and Trailer Sway Control
Trailer Wiring Harness
3859# Maximum Payload
HD Shock Absorbers
Front Anti-Roll Bar
Firm Suspension
Hydraulic Power-Assist Steering
34 Gal. Fuel Tank
Single Stainless Steel Exhaust
Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Regular Box Style
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Rear Step Bumper
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers

Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Reverse Opening Rear Doors
Tailgate/Rear Door Lock Included w/Power Door Locks
Boxside Steps
Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
Perimeter/Approach Lights
Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
Fixed Antenna
SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual
2 LCD Monitors In The Front
4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Power Rear Windows
FordPass Connect 5G Mobile Hotspot Internet Access
Rear Cupholder
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Full Overhead Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights
Smart Device Remote Engine Start
Instrument Panel Covered Bin and Dashboard Storage
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Air Filtration
AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st And 2nd Row Airbags
Outboard Front Lap And Shoulder Safety Belts -Inc: Rear Center 3 Point and Height Adjusters
Back-Up Camera

National Auto Fleet Group
A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

10/24/2023
10/24/2023 Re-Configured

Quote ID: **36131 R1**

Order Cut Off Date: **TBA**

Adrian Taylor
City of Tracy
City of Tracy Public Works

520 N TRACY BLVD

TRACY, CA 95376, California, 95376

Dear Adrian Taylor,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
Two (2) New/Unused (2024 Ford Super Duty F-250 SRW (W2A) XL 2WD Crew Cab 6.75' Box 160" WB,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (2)	Total Savings
Contract Price	$51,405.00	$49,841.28	3.042 %	$99,682.56	$3,127.44
Tax (0.0000 %)		$0.00		$0.00	
Tire fee		$8.25		$16.50	
Total		$49,849.53		$99,699.06	

- per the attached specifications. Price includes 1 additional key(s).

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:	www.NAFGETA.com
Use the upfitter of your choice:	www.NAFGpartner.com
Vehicle Status:	ETA@NationalAutoFleetGroup.com
General Inquiries:	Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	**Description**
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas, (STD)
TRANSMISSION	
Code	**Description**
44F	Transmission: TorqShift-G 10-Speed Automatic, (STD)
TIRES	
Code	**Description**
TD8	Tires: LT245/75Rx17E BSW A/S, (STD)
PRIMARY PAINT	
Code	**Description**
Z1	Oxford White
SEAT TYPE	
Code	**Description**
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage and driver's side manual lumbar
AXLE RATIO	
Code	**Description**
X37	3.73 Axle Ratio, (STD)
ADDITIONAL EQUIPMENT	
Code	**Description**
153	Front License Plate Bracket, -inc: Standard in states requiring 2 license plates and optional to all others
91S	Amber 360 Degree LED Warn Strobes (Pre-Installed), -inc: dual beacon
OPTION PACKAGE	
Code	**Description**
600A	Order Code 600A

2024 Fleet/Non-Retail Ford Super Duty F-250 SRW XL 2WD Crew Cab 6.75' Box 160" WB

WINDOW STICKER

2024 Ford Super Duty F-250 SRW XL 2WD Crew Cab 6.75' Box 160" WB

CODE	MODEL	MSRP
W2A	2024 Ford Super Duty F-250 SRW XL 2WD Crew Cab 6.75' Box 160" WB	$48,760.00
	OPTIONS	
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas, (STD)	$0.00
44F	Transmission: TorqShift-G 10-Speed Automatic, (STD)	$0.00
TD8	Tires: LT245/75Rx17E BSW A/S, (STD)	$0.00
Z1	Oxford White	$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage and driver's side manual lumbar	$0.00
X37	3.73 Axle Ratio, (STD)	$0.00
153	Front License Plate Bracket, -inc: Standard in states requiring 2 license plates and optional to all others	$0.00
91S	Amber 360 Degree LED Warn Strobes (Pre-Installed), -inc: dual beacon	$650.00
600A	Order Code 600A	$0.00

Please note selected options override standard equipment

SUBTOTAL	**$49,410.00**
Advert/ Adjustments	$0.00
Manufacturer Destination Charge	$1,995.00
TOTAL PRICE	**$51,405.00**

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: 6.8L 2V DEVCT NA PFI V8 Gas -inc: Flex fuel (STD)
Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and trail (STD)
3.73 Axle Ratio (STD)

EXTERIOR

Tires: LT245/75Rx17E BSW A/S -inc: Spare may not be the same as road tire (STD)

GVWR

GVWR: 10,000 lb Payload Package

WHEELS

Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments

ADDITIONAL EQUIPMENT

50-State Emissions System
Transmission w/Oil Cooler
Rear-Wheel Drive
78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
160 Amp Alternator
Class V Towing Equipment -inc: Hitch, Brake Controller and Trailer Sway Control
Trailer Wiring Harness
3922# Maximum Payload
HD Shock Absorbers
Front Anti-Roll Bar
Firm Suspension
Hydraulic Power-Assist Steering
34 Gal. Fuel Tank
Single Stainless Steel Exhaust
Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Regular Box Style

Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Rear Step Bumper
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Boxside Steps
Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
Perimeter/Approach Lights
Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
Fixed Antenna
SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual
2 LCD Monitors In The Front
4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Power Rear Windows
FordPass Connect 5G Mobile Hotspot Internet Access
Rear Cupholder
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
HVAC -inc: Underseat Ducts

Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Full Overhead Console w/Storage and 2 12V DC Power Outlets
Fade-To-Off Interior Lighting
Front And Rear Map Lights
Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights
Smart Device Remote Engine Start
Instrument Panel Covered Bin and Dashboard Storage
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Air Filtration
AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Safety Canopy System Curtain 1st And 2nd Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point and Height Adjusters
Dual Stage Driver And Passenger Front Airbags
Rear Child Safety Locks
Back-Up Camera

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

AUTHORIZING 1) THE PURCHASE OF TWO (2) NEW VEHICLES AND (4) REPLACEMENT VEHICLES FOR THE CITY'S FLEET, FROM THE NATIONAL AUTO FLEET GROUP, FOR A TOTAL AMOUNT OF $573,562.04 AND 2) RETIREMENT OF FOUR (4) VEHICLES THAT ARE IN POOR CONDITION.

WHEREAS, The Operations Division is responsible for managing most of the City's fleet, which is used by various divisions of the City; and

WHEREAS, There is a need to replace antiquated vehicles from the fleet, while also adding new vehicles into the fleet; and

WHEREAS, The Operations Fleet Division received City Council authorization through the Fiscal Year 2023-2024 budget process for the replacement and purchase of the antiquated, and additional vehicles; and

WHEREAS, Staff requested bids from Sourcewell; and

WHEREAS, Sourcewell is a municipal contracting government agency formed under Minnesota State law that serves education and government agencies nationally through competitively bid and awarded contract purchasing solutions; and

WHEREAS, Tracy Municipal Code section 2.20.220 allows the City to participate in cooperative purchasing agreements to procure general services, supplies or equipment, in lieu of a separate formal bidding procurement process; and

WHEREAS, The following list of vehicles and equipment and vendors used are as follows:

Description	Vendor	Cost	Reason for Award	Funding Source
(**1) New Addition** 2023 Ford F-550 DRW 4X4 W/Versalift VST-47-MHI	National Auto Fleet Group	$233,168.00	Sourcewell (NJPA) 091521-NAF	Budget Approved 2023-24 for Operations Div.
(1) New Addition Ford F-250 SD SRW XL 2WD Supercab W/ Scelzi 8' Utility Body	National Auto Fleet Group	$80,231.66	Sourcewell (NJPA) 091521-NAF	Budget Approved 2023-24 for Operations Div.

(**2**) **Replacements** 2024 Ford Super Duty F-250 SRW XL 2WD Crew Cab Replacing **A & B** below	National Auto Fleet Group	$99,699.06	Sourcewell (NJPA) 091521-NAF	Fleet Funded for replacements as listed below
(**2**) **Replacements** Ford F-250 SD 2WD Supercab W/ Scelzi 8' Utility Body Replacing **C & D** below	National Auto Fleet Group	$160,463.32	Sourcewell (NJPA) 091521-NAF	Fleet Funded for replacements as listed below
	Total Cost	**$573,562.04**		

Retiring Vehicles	Vehicle Mileage/ Age	Repair Cost	Vehicle Condition
A. Replacement 2334 2011 Ford Super Duty F-250 SRW XL 2WD	Mileage- 97,566 Age- 12yrs (2011)	$16,921.46	Poor Condition
B. Replacement 2382 2013 Ford Super Duty F-250 SRW XL 2WD	Mileage- 78,663 Age- 10yrs (2013)	$15,443.87	Poor Condition
C. Replacement 2219 2006 Ford Super Duty F-250 Utility Body	Mileage- 93,853 Age- 17yrs (2006)	$53,210.89	Poor Condition
D. Replacement 2292 2008 Ford Super Duty F-250 Utility Body	Mileage- 85,946 Age- 15yrs (2008)	$23,067.25	Poor Condition

WHEREAS, The disposal of surplus equipment and commodities or other property no longer needed by any department of the City is governed by Section 2.20.310 of the Tracy Municipal Code (TMC) which identifies the method of disposition of surplus property; and

WHEREAS, Per TMC surplus items are sold at public auction to the highest bidder; and

WHEREAS, Items which are not sold at public auction will be reviewed for value, and if appropriate, sold for scrap value; and now therefore be it

RESOLVED: That the City Council of the City of Tracy hereby authorizes the purchase of two (2) new vehicles and four (4) replacement vehicles for the City's fleet, from the National Auto Fleet Group, a Sourcewell vendor, for a total amount of $573,562.04; and be it further

RESOLVED: That the City Council hereby reaffirms that no new budget appropriation is needed as the proposed cost was approved in the Fiscal Year 2023-2024 budget; and

RESOLVED: That the City Council hereby authorizes the execution of requisite purchase agreements, in a form to be approved by the City Attorney; and be it further

RESOLVED: That the City Council hereby authorizes the disposition of the retiring vehicles in accordance with the Tracy Municipal Code 2.20.310.

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on December 19, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

December 19, 2023

Agenda Item 1.L

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution:

(1) Making a determination that compliance with the standard procurement process is not in the best interest of the City and dispense the bidding requirements for the additional scope of work pursuant to California Public Contract Code Section 22050 and Tracy Municipal Code Section 2.20.270(a);
(2) Approving the execution of an amendment to the existing contract with GradeTech, Inc., to retroactively expand the scope to include an additional $38,538.21 of work, for a total not-to-exceed amount of $468,661.81;
(3) Accepting the construction work completed by GradeTech, Inc. as part of Phase IV of the Temporary Emergency Housing Facility at Arbor Avenue;
(4) Authorizing the City Clerk to File the Notice of Completion with the San Joaquin County Recorder's Office; and
(5) Authorizing the City Engineer to release the bonds and retention payment in accordance with State Law.

EXECUTIVE SUMMARY

City staff requests that the City Council accept the Phase IV Interim Infrastructure Improvements for the custom containers on Arbor Avenue (Project), completed by GradeTech, Inc. (Contractor), which is a part of overall Temporary Emergency Housing Facility (TEHF), Capital Improvement Project (CIP) 71112. On December 6, 2022, the City Council approved Resolution No. 2022-197 allocating funding of $300,000 for anticipated Phase IV work by the Contractor. On September 5, 2023, the City Council approved Resolution No. 2023-181, that included an additional allocation of $135,000, for the expanded Phase IV scope and awarded a contract with a not to exceed amount of $435,000 to the Contractor. The Project was completed in accordance with plans as approved; however, additional work was needed and exceed the budget that had been approved by the City Council. In the interest of timely delivery and occupancy of the custom containers, staff allowed the Contractor to proceed with the additional work and is seeking retroactive authority for this contract amendment.

BACKGROUND AND LEGISLATIVE HISTORY

Given the complexity and magnitude of the homelessness crisis, further exacerbated by the COVID-19 pandemic, and the limited supply of affordable permanent housing options in the City and throughout San Joaquin County, there is a significant and immediate need for interim housing solutions in the City, including interim emergency housing. Concerns about the public health, safety, and welfare of unsheltered individuals grows as the months progress without options to shelter the unhoused.

On March 10, 2020, the City Council adopted Resolution No. 2020-050, which declared a shelter crisis pursuant to California Government Code Section 8698.2. For the following years, the City actively pursued the development and construction of a temporary housing shelter on City-owned land located on Arbor Avenue to serve as an ongoing full-service temporary housing solution for the City's unsheltered.

On September 1, 2020, the City Council authorized the creation of a CIP for the Temporary Emergency Housing Facility on Arbor Avenue, Capital Improvement Project (CIP) 71112, to create a safe and dignified facility for residents experiencing homelessness.

To expedite the groundbreaking of the emergency facility as well as to enable interim housing solutions, the implementation of the TEHF, was divided into four phases. Phase 1, consisted of demolition, rough grading and installation of underground utilities. Phase 2 will consist of a prefabricated sprung structure building (referred to as Phase 2 Site Improvements Facility), and completion of all infrastructure and sidewalks. Phase 3 consisted of the procurement of the modulars that are currently on site and related infrastructure. Finally, Phase 4 involves the custom containers and the installation of the infrastructure work needed for the containers.

The KPA Group, with staff oversight, has prepared the plans and bid documents for CIP 71112, including Phase IV. Phase IV required the acquisition of custom containers, installation of concrete slabs, underground utilities, electrical work, fire alarm and fire sprinkler systems, security cameras and the lease of temporary showers and restrooms. The work required procurement of two construction contracts, a procurement agreement, and three professional services agreements. GradeTech provided all the civil infrastructure work (non-electrical) work required.

On December 6, 2022, the City Council approved Resolution No. 2022-197 allocating funding of $300,000 for anticipated Phase IV work by GradeTech, Inc. On September 5, 2023, as part of Phase IV, the City Council awarded a construction contract to GradeTech, Inc. of San Ramon, California, Resolution No. 2023-181, that included an addition allocation of $135,000, for the expanded Phase IV scope, resulting in a not-to-exceed amount of $435,000. As this work was part of the declared shelter crisis, the bidding process for this work was dispensed pursuant to State and local law. The work included was to install all civil work, including but not limited to grading, concrete, conduit installation, water line installation to connect into the containers and restrooms.

On September 15, 2023, a contract was fully executed by the City and a Notice to Proceed was issued to the Contractor. In October 2023, unforeseen conditions arose throughout the Project that required changes to work for correct installation for accessible paths of travel, and life & safety systems. Due to the urgency of completing Phase IV, staff authorized the Contractor to proceed with the work to meet the project deadline. Staff is now requesting City Council to authorize an amendment to the agreement to cover this additional scope of work and additional funding required to complete the Project, in the amount of $38,538.21.

The Contractor also performed work on Phase 1 and 3 of CIP 71112, pursuant to the authority granted to the City Manager in Resolution No. 2022-162. That work was accepted by the City Council on June 6, 2023 (Resolution No. 2023-098), and Phase 3 became operational on November 14, 2022.

ANALYSIS

As work commenced on the infrastructure, changes to the custom containers being constructed offsite were being made to comply with requirements by state inspectors and changes to the fire alarm and fire sprinkler installations also had to be made. The changes resulted in changes to the Contractor's scope of work. Due to timing and deadlines, staff authorized the additional work to proceed. If work had been delayed until City Council approval, the custom containers would not have been completed and ready for occupancy by the end of this year.

Five change orders, totaling $38,538.21, were required to complete the Project. Work included changes to underground water pipes for fire sprinklers, additional fire alarm conduits, additional electrical conduits, one additional light and camera poles with footings and pull boxes and grading corrections for paths of travel between the containers and the temporary restrooms and showers. The total cost includes labor, time & materials, shipping and overhead.

The Contractor has now completed all the work required in accordance with the plans and City staff is requesting acceptance of the Project. The City Engineer has inspected the completed work and confirmed that all work conforms to the contract plans and specifications and has been completed within the time frame of the original contract. Most importantly, all deadlines have been met by the Contractor for occupancy of the custom containers to occur by the end of this month, pending this action by the City Council.

FISCAL IMPACT

The Temporary Emergency Housing Facility on Arbor Avenue, CIP 71112, is an approved Capital Improvement Project (71112) with a budget of $10,779,856.

Final project costs for infrastructure improvements install by GradeTech, Inc. for the Phase IV custom containers, is within budget as follows:

A.	Construction Contract Amount	$ 430,123.60
B.	*Change orders*	*$ 38,538.21*
	Total Project Costs	$ 468,661.81

Design, construction management, inspection and miscellaneous project management expenses are included in the overall project expenses below.

The following table lists current balances remaining in the CIP 71112:

Funding Source	**Budget**	**Expenses**	**Encumbered (Committed)**	**Balance**
Community Development Block Grant(s)	$ 1,185,461	$ 836,294	$ -	$ 349,167
Homeless Housing, Assistance & Prevention	743,282	743,282	-	-
American Rescue Plan Act - SJ County (MOU B-8245)	3,661,113	3,661,113	-	-
Housing Asset Funds (City)	690,000	98,494	2,992	588,514
American Rescue Plan Act - City of Tracy	4,500,000	522,573	234,608	3,742,819
Totals	**$ 10,779,856**	**$ 5,861,756**	**$ 237,600**	**$ 4,680,500**

PUBLIC OUTREACH / INTEREST

Several Public Outreach sessions were conducted by City Staff. A Town Hall style activity was conducted at the Homeless Advisory Committee meeting on August 22, 2022. At this meeting the community gave feedback and support for solutions to our shelter crisis.

COORDINATION

Coordination between City Manager's Office, Engineering, Public Works, Economic Development, and Mobility and Housing Department occurred on multiple occasions to coordinate and establish this Project as complete.

CEQA DETERMINATION

Government Code section 8698.4 exempts the application of the California Environmental Quality Act (CEQA) to various actions taken by public agencies to implement the construction of a homeless shelter in response to a declared shelter crisis. In addition, the interim solutions taken thus far are in furtherance of and related to the permanent solution that will be implemented, referred to as the Temporary Emergency Housing Project on Arbor Avenue (CIP 71112). A Notice of Exemption was issued on October 16, 2020 for the Temporary Emergency Housing site at 500 Arbor Avenue in accordance with Government Code sections 65660-65662 for Low Barrier navigation Centers and Section 15269c) of the CEQA Guidelines (14 Cal. Code Regs. 15269(c) for (Emergency Projects). No environmental impacts beyond those already analyzed for the CIP exist; accordingly, no further CEQA analysis is needed.

STRATEGIC PLAN

This agenda item supports the Public Safety Strategic Priority, Implement the adopted Homelessness Strategic Plan. More specifically, by adopting this new resolution, the City Council would reaffirm their commitment to follow through with the strategic priorities set forth in their Strategic Plan.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution:

1) Making a determination that compliance with the standard procurement process is not in the best interest of the City and dispense the bidding requirements for the additional scope of work pursuant to California Public Contract Code Section 22050 and Tracy Municipal Code Section 2. 20.270(a);
2) Approving the execution of an amendment to the existing contract with GradeTech, Inc., to retroactively expand the scope to include an additional $38,538.21 of work, for a total not to exceed amount of $468,661.81;
3) Accepting the construction work completed by GradeTech, Inc. as part of Phase IV of the Temporary Emergency Housing Facility at Arbor Avenue;
4) Authorizing the City Clerk to File the Notice of Completion with the San Joaquin County Recorder's Office; and
5) Authorizing the City Engineer to release the bonds and retention payment in accordance with State Law.

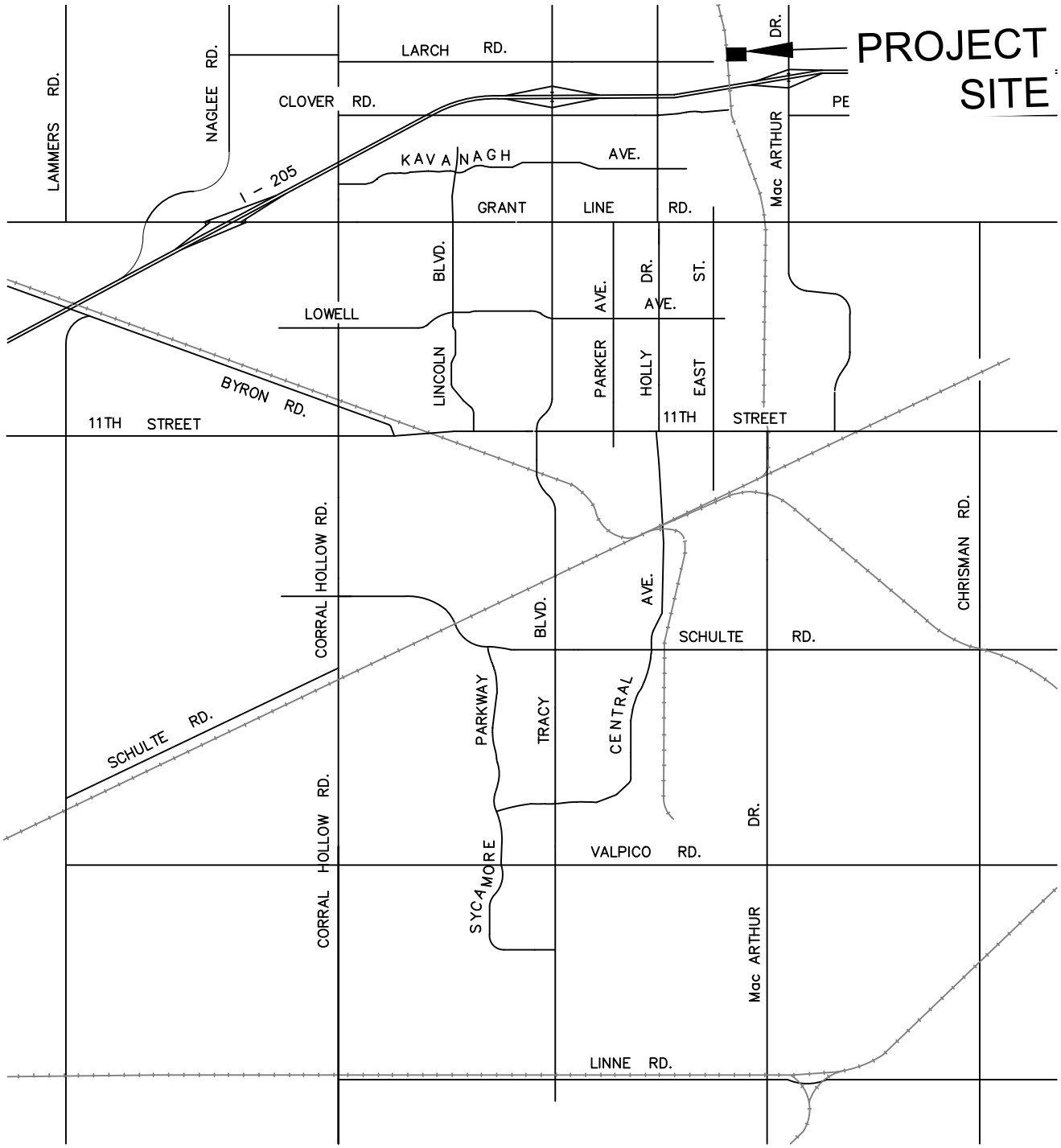
Prepared by: Leisser Mazariegos, Associate Engineer

Reviewed by: Koosun Kim, PE, City Engineer / Assistant Director of Development Services
Sara Cowell, Finance Director
Bijal M. Patel, City Attorney
Brian MacDonald, Interim Assistant City Manager
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

Attachment A - Location Map

CITY OF TRACY



COVID-19 ARBOR RD PROJECT SITE

NOT TO SCALE

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023-_____

---

1) **MAKING A DETERMINATION THAT COMPLIANCE WITH THE STANDARD PROCUREMENT PROCESS IS NOT IN THE BEST INTEREST OF THE CITY AND DISPENSE THE BIDDING REQUIREMENTS FOR THE ADDITIONAL SCOPE OF WORK PURSUANT TO CALIFORNIA PUBLIC CONTRACT CODE SECTION 22050 AND TRACY MUNICIPAL CODE SECTION 2.20.270 (A);**
2) **APPROVING THE EXECUTION OF AN AMENDMENT TO THE EXISTING CONTRACT WITH GRADETECH, INC., TO RETROACTIVELY EXPAND THE SCOPE TO INCLUDE AN ADDITIONAL $38,538.21 OF WORK, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $468,661.81;**
3) **ACCEPTING THE CONSTRUCTION WORK COMPLETED BY GRADETECH, INC. AS PART OF PHASE IV OF THE TEMPORARY EMERGENCY HOUSING FACILITY AT ARBOR AVENUE;**
4) **AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE SAN JOAQUIN COUNTY RECORDER'S OFFICE; AND**
5) **AUTHORIZING THE CITY ENGINEER TO RELEASE THE BONDS AND RETENTION PAYMENT IN ACCORDANCE WITH STATE LAW.**

WHEREAS, on March 10, 2020, the City Council adopted Resolution No. 2020-050 which declared a shelter crisis pursuant to California Government Code Section 8698.2. and fore the following years, the City actively pursued the development and construction of a temporary housing shelter on City-owned land located on Arbor Avenue to serve as a ongoing full-service temporary housing solution for the City's unsheltered; and

WHEREAS, on September 1, 2020, the City Council authorized the creation of a Capital Improvement Project (CIP) for the Temporary Emergency Housing Project on Arbor Avenue, CIP 71112, to create a safe and dignified facility for residents experiencing homelessness; and

WHEREAS, to expedite the groundbreaking of the CIP, the project construction work was divided into phases: Phase 1, consisted of demolition, rough grading and installation of underground utilities; Phase 2, will consist of a pre-fabricated building, completion of all infrastructure and sidewalks; Phase 3, consisted of infrastructure work for the modulars that are currently on site; and Phase 4 was to install the infrastructure work for the custom containers; and

WHEREAS, the KPA Group, with staff oversight, prepared the plans for the work previously authorized by the City Council for Phase 4; and on December 6, 2022, the City Council approved Resolution No. 2022-197 allocating funding of $300,000 for anticipated Phase IV work by GradeTech, Inc (Contractor); and

WHEREAS, on September 5, 2023, the City Council awarded a construction contract to the Contractor that included an additional allocation of $135,000, for the expanded Phase IV scope (collectively, Project), resulting in a not-to-exceed amount of $435,000; and

WHEREAS, as the Phase IV work was part of the declared shelter crisis, the bidding process for the Project was dispensed, pursuant to State and local law; and

WHEREAS, in October 2023, unforeseen conditions arose throughout completion of Phase IV that required changes to the Project, to correct installation for accessible paths of travel, and life and safety systems; and

WHEREAS, due to the urgency of completing Phase IV and enabling occupancy of the custom containers, staff authorized the Contractor to proceed with the work to meet the project deadline; and

WHEREAS, staff is now requesting the City Council to authorize the execution of an amendment to the existing contract with the Contractor to retroactively expand the scope and additional funding to cover the additional unforeseen cost required to complete Phase IV; and

WHEREAS, five change orders, totaling $38,538.21, were required to complete the Project and the work included changes to underground water pipes for fire sprinklers, additional fire alarm conduits, additional electrical conduits, one additional light and camera poles with footings and pull boxes and grading corrections for paths of travel between the containers and the temporary restrooms and showers; and

WHEREAS, the Contractor has now completed all the work required in accordance with the plans and specifications and City staff is requesting acceptance of the Project so that the custom containers can be occupied; and

WHEREAS, the City Engineer has inspected the completed work and confirmed that all work conforms to the contract plans and specifications; and

WHEREAS, the status of contract costs for the Project are as follows:

A.	Construction Approved Contract Amount	$ 430,123.60
B.	Change Orders	$ 38,538.21
	Total Contract Costs	$ 468,661.81; and

WHEREAS, the Temporary Emergency Housing Project on Arbor Road, CIP 71112, is an approved project with total current project budget of $10,779,856, with $4,680,500 in available funds; now therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby makes a determination that compliance with the standard procurement process is not in the best interest of the City and dispenses the bidding requirements for the additional scope of work pursuant to California Public Contract Code Section 22050 and Tracy Municipal Code Section 2.20.270 (A); and be it

FURTHER RESOLVED: That the City Council hereby approves the execution of an amendment to the existing contract, in a form approved as to form and legality by the City Attorney, with GradeTech, Inc., to retroactively expand the scope to include an additional $38,538.21 of work, for a total not-to-exceed amount of $468,661.81; and be it

FURTHER RESOLVED: That the City Council hereby accepts the construction work completed by GradeTech, Inc. as part of Phase 4 of the Temporary Emergency Housing Facility at Arbor Avenue; and be it

FURTHER RESOLVED: That the City Council authorizes the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office, and the City Engineer to release the bonds and retention payment in accordance with State law; and be it

FURTHER RESOLVED: That the City Council hereby finds that this action is exempt from the California Environmental Quality Act pursuant to Government Code Section 8698.4 (emergency shelters).

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

The foregoing Resolution 2023-_____was adopted by the Tracy City Council on the 19th day of December 2023 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST: _____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of
the City of Tracy, California

December 19, 2023

Agenda Item 3.A

RECOMMENDATION

Staff recommends that the City Council take the following actions with respect to the City's legislative and lobbying activities:

1) Receive an informational update on the City's 2023 legislative and lobbying activities:

2) Adopt a Resolution adopting the City's 2024 Strategic Funding Priorities and amending the City's 2023-2025 Biennial Legislative Platform; and

3) Approve, by motion, designated members of the City Council to attend the City's Federal Lobby Trip (Washington DC from April 8 to12, 2024) and/or City's State Lobby Trip (To Be Determined)

EXECUTIVE SUMMARY

In 2022, the City Council adopted the 2023 Biennial Legislative Platform (Resolution 2022-180), attached as Attachment A, as a supplement to the Legislative Response Policy (Resolution 2004-208), to facilitate the process and enhance the City's communication to the City's Federal, State, and local legislators and supporting agencies.

The City adopted the Legislative Response Policy (Resolution 2004-208). The purpose of establishing the policy was to enhance the advocacy efforts on behalf of the City by providing a protocol for responding to legislative bills, actions and/or state, federal or judicial developments and measures that directly or indirectly affect the City. Under the adopted policy, the City Manager has been responsible for coordinating the City's legislative and grant efforts by promoting the City Council's policy priorities to other government entities.

Staff is recommending the City Council adopt the proposed 2024 Strategic Funding Priorities and amend the City's 2023-2025 Biennial Legislative Platform. Staff is further requesting that the City Council discuss and approve, by motion, designated members of the City Council attendance for the City's Federal Lobby Trip in Washington DC, occurring from April 8 to12, 2024.

BACKGROUND AND LEGISLATIVE HISTORY

The City Council adopted the City's Legislative Response Policy in 2004 (Resolution 2004-208). The purpose of establishing the policy was to enhance the advocacy efforts on behalf of the City by providing a protocol for responding to legislative bills, actions and/or state, federal or judicial developments and measures that directly or indirectly affect the City. Under the policy, the City Manager is responsible for coordinating City efforts and promoting the City's policy priorities to other government entities. In determining whether the City desires to communicate support or opposition to proposed legislation the City shall consider the City Council's Strategic Priorities.

Goals and Objectives.

From time to time, the City receives requests to support or oppose a particular issue or position from other agencies including Valley Link, San Joaquin County and/or San Joaquin Council of Government; other requests may come through the City partner networks, such as National League of Cities or California League of Cities (CalCities). Other requests may be community generated, such as the American Lung Association or other coalitions. For most issues, the City Council's priorities have been aligned with the requests received and the City Manager, through the policy, can respond administratively to these requests for support. However, as the City has become more active over the last several years in the legislative space, the City has not always found its local preferences match those of their regional partners. For example, in 2021 and in 2022, resolutions have been introduced at the CalCities that were not in the best interest of the City of Tracy. The most significant was the resolution to redirect local sales taxes from Tracy warehouses to State pools.

While the City anticipates that it will generally align with their advocacy partners, the City desires to have a legislative and advocacy platform that uniquely represents the City of Tracy, the City Council, and the community and businesses the City serves. The purpose of the Legislative Platform is to provide a means for summarizing the City's legislative priorities to guide advocacy efforts at the local, state, and federal level. The Legislative Platform contains broad policy statements pertaining to a variety of issues that affect the City of Tracy. The Legislative Platform provides a streamlined process through which the City Council, City Manager, City staff, and the City's legislative advocates may act in a timely manner in response to legislative proposals. The Legislative Platform is adopted biennially and serves as an opportunity to identify specific priority areas of interest for the City and the region, which benefit the local community. The Legislative Platform has been and will be, in the future, developed and maintained using legislative positions taken by the City Council, input from the City Council, City Manager, and City staff, research of current law and pending legislation, and discussions with local legislative staff, in consultation with the City's legislative advocates.

In 2019, the City contracted with Townsend Public Affairs (Townsend) for State lobbying and grant writing services. In 2022, the City contracted with Townsend for Federal lobbying and advocacy services as well. Upon consolidation of the services into one firm, staff began compiling the last four years of policy and advocacy efforts into a comprehensive document, presented to the Council as the Legislative Platform. Created as eight legislative positions, these are listed in alphabetical order for organizational purposes only and do not represent a ranking in priority order, as follows:

- Community and Recreation Services
- Environmental Sustainability
- Governance and Transparency
- Homelessness
- Housing and Land Use
- Public Safety
- Revenue, Taxation and Economic Development
- Transportation and Transportation Infrastructure

Under each legislative position are a variety of issues that the City seeks to support or oppose. A total of 66 statements of positions have been compiled. These items were numbered for reference

purposes. Also, for organizational purposes only, statements of "support" are listed first and then statements of "oppose", within each category.

Combined, the Legislative Positions and statements of positions are intended to represent the City Council's 2023 Legislative Platform. Staff seeks that the current City Council adopt the proposed Platform as a framework for the future City Council. However, as the City Council will have its biennial strategic planning retreat in January 2025, the City Council, with the newly appointed members, will have the opportunity to review the adopted Platform and either affirm it as the City's biennial 2023-2025 Legislative Platform or in a modified form, as such Council deems appropriate. The expectation is that, every two years after 2023, the City Council will adopt a new Legislative Platform as a part of the biennial strategic planning retreat.

ANALYSIS

This agenda item provides an opportunity for Council to discuss the 2023 legislative and lobbying efforts of the City. The City supported 7 and opposed 8 State and Assembly Bills (see Attachment C). The City Council participated in the following 5 State and Federal lobby efforts:

- California League of Cities-City Summit State lobby
- National League of Cities-Annual Conference and Federal Earmark Discussions
- City Federal Lobbying Trip (see Attachment B)
- San Joaquin Council of Government (One Voice)
- State Assembly Revenue and Tax Subcommittee

Listed at the end of the report is the 2023 Legislative Funding Priorities-Strategic Funding Priorities. As part of the City's advocacy efforts, staff and the City's lobbyists are actively seeking grants. By creating a list of the top ten funding priorities, the City will be better positioned for notification of funding opportunities as they arise. It also informs the City's legislative partners about projects while they are developing their next round of grants. The list is updated annually as part of the City's lobbying effort and is used as a tool during highly competitive grant processes where the City may be limited to number of projects allowed to be submitted, such as Congress Community Funding Appropriations and SJCOG One-Voice projects.

Staff recommends the following projects in priority order for our lobbying efforts. This list will amend the 2023-2025 Biennial Legislative Platform and will be distributed to our local, State, and Federal policy makers and agencies. By adopting the resolution for the 2024 Strategic Funding Priority, the 2023-2025 Legislative Platform will be amended to reflect these projects:

A. Regional Fire Training Facility
B. Emergency Operations Center Remodel and Technology Upgrades ($200K)/Real Time Information Center Peregrine Software ($110K)
C. 1-580 Corral Hollow Road Interchange/Corral Hollow Road Corridor Project
D. Lammers I-205 Interchange
E. Valley Link: Connecting Bart to Ace Rail Systems
F. Tracy Nature Park: Regional Recreation and Education
G. Central Valley Gateway Project Road & Bridge Expansion Project/I-580 DDI (Diverging Diamond Interchange)

H. Tracer bus Maintenance Facility and Land Acquisition
I. Tracy Municipal Airport Terminal Improvements
J. Stormwater Trash Full Capture Systems
K. Homeless Shelter & Support Service Grant

As mentioned, the City actively seeks and applies to a multitude of grants throughout the year. These programs vary from year to year as well as their defined qualification criteria. Most are competitive; however, a few like Airport, Community Development Block Grant (CDBG), and Transit are entitlement grants received annually. During 2023, the City applied to 36 grants and was awarded nearly $59 million in grant funds (see Attachment D).

Staff has begun planning the City's Federal Lobby Trip to Washington DC for April 8-12, 2024. During April 2023, Mayor Pro-Tem Davis and Council Member Arriola, along with Acting City Manager Lichtwardt, Assistant City Manager Schnaider, and Lobbyist Joseph Melo, met with 14 policy maker and/or agencies over three days. A summary of the meetings can be found on Attachment B. During the debriefings with Mayor Pro-Tem Davis and Council Member Arriola, both requested that staff and Townsend begin the planning for the 2024 earlier to allow more time to prepare materials and talking points for the Council. One of the challenges in establishing agendas and talking points for any lobby trip is working withing the parameters of the California Brown Act. One solution is to select two representatives of the City Council to attend the Federal and/or State Lobby Trips. This would allow staff to brief the attending Council Members planning to attend these trips. It may also provide additional flexibility should the City need to be responsive to emerging legislation, such as the Bradley-Burns Sales Tax concerns.

Staff is recommending that the City Council discuss and provide direction, by motion, to staff as to Council's desire to participate and attend the Federal and/or State lobby trips.

FISCAL IMPACT

There is no fiscal impact associated with the adoption of the Legislative Platform-Strategic Funding Priorities. Staff will continue to actively seek and apply to grants as they develop during 2024. Staff estimates that the travel costs for the April 2024 City Federal Lobby Trip is approximately $6,000 per person.

COORDINATION

Townsend facilitated meetings with all departments during the development of this document.

STRATEGIC PLAN

This action addresses and contributes to Council's Strategic Priority of Governance, Goal No. 2 "Ensure Short and Long-term Fiscal Health".

ACTION REQUESTED OF THE CITY COUNCIL

1) Receive an informational update on the City's 2023 legislative and lobbying activities:

2) Adopt a Resolution Adopting The City's 2024 Strategic Funding Priorities and Amending the City's 2023-2025 Biennial Legislative Platform; and

3) Approve, by motion, designated members of the City Council to attend the City's Federal Lobby Trip (Washington DC from April 8 to12, 2024) and/or City's State Lobby Trip (To Be Determined**)**

Prepared by: Karin Schnaider, Assistant City Manager

Reviewed by: Sara Cowell, Director of Finance
Bijal Patel, City Attorney

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS:

Attachment A: City of Tracy Legislative Platform
Attachment B: City of Tracy April 2023 Federal Lobby Trip
Attachment C: City of Tracy 2023 Positions on State bills
Attachment D: Summary of 2023 Grant Awards

ATTACHMENT A

CITY OF TRACY

Legislative Platform

A guide to the City's approach to Legislative Matters at the regional, state, and federal levels of government.

April 2023

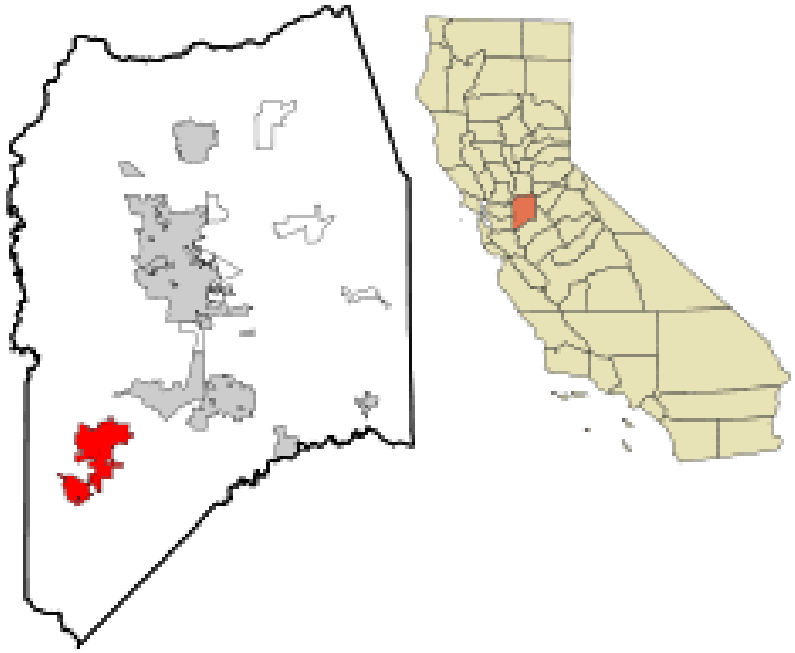
333 Civic Center Plaza
Tracy, CA 95376

www.cityoftracy.org

CITY OF TRACY CALIFORNIA
Think Inside the Triangle™

ABOUT THE CITY

The City of Tracy is a general law city incorporated under California Law in 1910. The City serves a population of approximately 90,000 and is located 60 miles east of San Francisco and 70 miles south of Sacramento inside the triangle formed by Interstates I-205, I-580 and I-5 in San Joaquin County. The City covers approximately 29 square miles and has a population of about 98,000 (2020) based on the State Department of Finance estimates.



The governing body is a five-member City Council, all of whom are elected at-large, composed of the Mayor, who serves a two-year term and four councilmembers, who serve a four-year term. The City operates under the Council-Manager form of government.

The City has 530 full-time employees providing a number of services, including management and administration, economic development, finance, police, parks and recreation, planning, engineering, utilities and public works. Fire services are provided via contract with the South San Joaquin County Fire Authority.

Tracy has become more of an outer suburb of the Bay Area, rather than a small agricultural and industrial town. With the lack of affordable housing in the Bay Area, Tracy has become an attractive residential location for many Bay Area workers. Tracy has also been experiencing industrial growth with new trucking, warehousing, and distribution facilities, as a number of firms seek to relocate to the Tracy area.

Tracy is proud to harbor several large warehouse fulfillment and distribution centers for companies such as Amazon, Medline, Safeway and International Paper, to name a few. As such, one of the City's priorities is to enhance its competitiveness while further developing a strong and diverse economic base through the maintenance of existing statewide tax structures, among other things.

ABOUT THE CITY

Dr. Nancy Young, Mayor

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Eleassia Davis, Mayor Pro Tem

Dan Arriola, Council Member

Matt Bedolla, Council Member

Dan Evans, Council Member

CITY OF TRACY LEGISLATIVE DELEGATION

STATE REPRESENTATIVES

Senator Susan Talamantes Eggman (SD5)

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USING THE LEGISLATIVE PLATFORM

Purpose Statement

The 2023 Legislative Platform provides a framework for the City of Tracy's Legislative Program. Adopted bi-annually, the City's Legislative Platform serves as a reference guide for legislative positions and objectives that provide direction for City Staff throughout the year. The Legislative Platform is an embodiment of the City Council Goals and is the foundation of a strategic and focused advocacy strategy.

How to Use the Legislative Platform

The purpose of the Legislative Platform is to provide a means for summarizing the City's legislative priorities to guide advocacy efforts at the state and federal level. The Legislative Platform contains broad policy statements pertaining to a variety of issues that affect the City of Tracy.

The Legislative Platform provides a streamlined process through which the City Council, City Manager, City staff, and the City's legislative advocates can act in a timely manner in response to legislative proposals. The Legislative Platform is adopted bi-annually and serves as an opportunity to identify specific priority areas of interest for the City and the region, which benefit the community. The Legislative Platform is developed and maintained using legislative positions taken by the City Council, input from the City Council, City Manager, and City staff, research of current law and pending legislation, and discussions with local legislative staff in consultation with the City's legislative advocates.

When the need to respond to state and federal legislation arises, staff composes letters outlining the City's position. These letters include one of the following positions: support, support if amended, concerns, oppose, oppose unless amended, neutral, or watch. Legislation that is consistent with the Legislative Platform are reviewed, approved and signed by the Mayor, Mayor Pro Tem, or City Manager. In addition, legislative positions that are deemed time-sensitive and are consistent with the Legislative Platform may be approved and signed by the City Manager when the Mayor and Mayor Pro Tem are unavailable. Once approved, a position letter is sent to the bill's author, the City's legislative advocate, and other stakeholders as deemed appropriate by staff, and a copy of the letter is distributed to the City Council.

Legislative Positions

Support – A support position indicates to the legislature, regulatory agencies, and other stakeholders, that the City of Tracy is in favor of the legislation in question. A support position may include the following resources: position letters, councilmember testimony to committees, and meetings/phone calls with members of the legislature and/or regulatory agency.

Support if Amended – A support if amended position indicates to the legislature, regulatory agencies, and other stakeholders, that the City of Tracy is in favor of the legislation in question, if the requested changes are adopted. A support if amended position may include the following resources: position letters, councilmember testimony to committees, and meetings/phone calls with members of the legislature and/or regulatory agency.

Neutral – A neutral position indicates to the legislature, regulatory agencies, and other stakeholders, that the City of Tracy is impartial on the legislation in question and does not wish to take a position, or the City wishes to adjust a previous position to reflect a neutral position given amendments to policy.

Concerns – A concerns position indicates to the legislature, regulatory agency, and other stakeholders that the City of Tracy has concerns with provisions contained within the legislation in question. A concerns position may include the following resources: position letters, councilmember testimony to committees, and meetings/phone calls with members of the legislature and/or regulatory agency.

Oppose – An oppose position indicates to the legislature, regulatory agency, and other stakeholders that the City of Tracy is against the legislation in question. An oppose position may include the following resources: position letters, councilmember testimony to committees, and meetings/phone calls with members of the legislature and/or regulatory agency.

Oppose Unless Amended – An oppose unless amended position indicates to the legislature, regulatory agencies, and other stakeholders, that the City of Tracy is against the legislation in question, unless the requested changes are adopted. An oppose unless amended position may include the following resources: position letters, councilmember testimony to committees, and meetings/phone calls with members of the legislature and/or regulatory agency.

Watch – A watch position indicates to the legislature, regulatory agencies, and other stakeholders, that the City of Tracy is dedicating resources to monitor the legislation in question.

2023 LEGISLATIVE POSITIONS

Guiding Principles

The City of Tracy has identified the following key legislative guiding principles which form the foundation of the City's advocacy efforts.

- Cultivate strategic economic development through the preservation of existing revenue streams
- Keep Tracy safe
- Protect local control
- Support statewide and regional partners in advancing good public policy that strengthens local autonomy and resiliency

2023 Priority Legislative Positions

COMMUNITY AND RECREATION SERVICES

The City supports efforts that aid in the development of programs and services for residents within the community that promote a robust culture for arts, youth empowerment, health, and safety.

1. Support continued state funding for local art, cultural, and music programs.

2. Support the creation of more affordable, innovative, and quality parks and recreation.

3. Support the inclusion of per-capita grants to cities and counties within statewide park bond measures.

4. Support full funding of the Public Library Fund so that the State of California can fully fund its share of the program.

5. Support the operation and service of non-emergency human services and disaster information resources.

6. Support increasing opportunities for California's multi-generational residents to participate in civic engagement activities.

7. Support legislation that would provide funding for day care facilities for California's youth, adults, and seniors.

8. Support additional funding for local agencies to recoup the costs associated with fire safety in the community and timely mutual aid reimbursement for disaster response services in other jurisdictions.

ENVIRONMENTAL SUSTAINABILITY

The City supports policies and funding to support the growth of a strong, healthy, and green community for all City residents that balances environmental quality practices with community needs.

9. Support efforts to streamline and improve the state and federalenvironmental review processes.

10. Support programs to provide refueling/recharging infrastructure for alternative fuel or electric vehicles.

11. Support funding for the retrofitting of municipal buildings to increase energy efficiency.

12. Support efforts to remediate groundwater contamination.

13. Support funding for the implementation of climate action plans.

14. Support legislation and funding that assist cities and local businesses with state mandated organics recycling requirements.

15. Support efforts that encourage and incentivize regional coordinated planning activities for environmental hazard mitigation and natural disaster prevention and response.

GOVERNANCE AND TRANSPARENCY

The City supports policies that promote local authority and flexibility for local governments to be responsive and transparent to their constituencies.

16. Support legislation that enhances local flexibility for open meetings under the Brown Act, including teleconferencing, virtual public participation, and noticing of agenda items.

17. Support legislation that allows local governments to regulate disruptive behavior in public meetings.

18. Support legislation that upholds the ability of residents to participate in local government decisions.

19. Oppose legislation that would lessen the ability of local governments to enforce contractual language agreed to and contained within existing franchise documents.

20. Oppose efforts to restrict local control on city districting decisions.

21. Oppose legislation that mandates costly and unnecessary procedures related to the election process.

22. Oppose legislation which would allow the state to modify terms of an executed Joint Powers Authority (JPA) agreement.

23. Oppose legislation and unfunded mandates imposing impractical requirements on records collection.

24. Oppose legislation that prohibits local governments from contracting for personal services or creates burdensome reporting requirements for doing so.

HOMELESSNESS

The City recognizes and values the importance of all residents having stable housing, access to jobs, ability to earn an income, and access to essential services. The City supports efforts and legislation that seeks to alleviate the State's large homelessness problem via funding and programmatic assistance to cities and counties.

25. Support the allocation of new funding for homelessness services and the construction of transitional housing facilities.

26. Support legislation that requires counties to partner with cities when receiving direct allocation of homeless funds and have a regional focus.

27. Support legislative efforts that will allocate State homeless dollars such as the HHAP program and others, based off city point in time numbers.

28. Support legislative changes to Coordinated Entry requirements that allow local governments to prioritize based on local unsheltered needs

29. Support legislative efforts that have a focus on keeping people in housing, once placed, for many years.

30. Support investments in mental health treatment across the continuum of care, including efforts to support or encourage creation of additional board and care beds as well as subacute treatment and psychiatric skilled nursing facilities.

HOUSING AND LAND USE

The City recognizes that the State is amid a massive housings shortage and supports policies to increase housing supply that preserves local autonomy over land use decisions.

31. Support incentive-based housing legislation to encourage expanding housing supply in the City, including flexibility for local jurisdictions to work together to provide housing that counts towards Regional Housing Needs Assessment (RHNA) requirements**.**

32. Support state funding for affordable senior and veteran housing opportunities and projects.

33. Support legislation that revises the California Environmental Quality Act (CEQA) for purposes of expediting land use and housing projects.

34. Support reduction of housing density requirements to qualify for state grant funding.

35. Support legislation that preserves local discretion in the assessment, collection, and usage of development fees.

36. Support funding and tax incentives for the identification, acquisition, maintenance, adaptive reuse and restoration of historic sites and structures.

37. Support legislation to allow local jurisdictions to work with others to fulfill RHNA requirements in order to meet regional demand.

38. Support legislation that preserves local flexibility in the adoption and implementation of health and safety standards contained in the building codes

39. Oppose additional affordable housing production mandates unless funding is appropriated to finance the mandate.

40. Oppose legislation that prohibits the imposition of parking minimums.

2023 LEGISLATIVE POSITIONS

PUBLIC SAFETY

The City supports legislation and policies that enable local officials to access resources to provide quality police, fire, emergency management, emergency medical services, traffic safety, youth violence and delinquency prevention initiatives, and community efforts.

41. Support efforts to coordinate disaster preparedness programs in local jurisdictions and support guidelines to identify the strengths and weaknesses of local preparedness efforts.

42. Support legislation that provides for greater penalties associated with organized retail theft operations.

43. Support legislation that allows local governments greater flexibility in controlling speed limits and imposing fines for traffic violations.

44. Support policies that create restrictions on the early release of state inmates from incarceration for the purpose of alleviating overcrowding, and limit parole hearing opportunities for state inmates serving a life sentence or paroled inmates with a violation.

45. Support enhanced local control over public nuisances.

46. Support legislation affirming the ability of local government to restrict the presence and residency of sex offenders near schools, parks, and other locations frequented by children.

47. Support policies that that restrict persons with mental health disorders from possessing or owning a firearm.

48. Oppose legislation which would interfere with the ability of law enforcement to remove individuals, either in person or in a vehicle, from public facilities, property, or streets.

49. Oppose legislation which would interfere with a City's ability to use emerging technology to bolster law enforcement efforts.

50. Oppose legislation that usurps local discretion with the operation of marijuana retail sites and delivery.

2023 LEGISLATIVE POSITIONS

REVENUE, TAXATION, AND ECONOMIC DEVELOPMENT

The City supports revenue generation and taxation policies that recognize the uniqueness of communities and their abilities to harness distinctive revenue streams. The City opposes efforts to impose a one-size-fits-all approach to tax allocations.

51. Support state funding to assist local governments with meeting regional greenhouse gas reduction goals, including, but not limited to, grants, incentive funding, and economic development tools.

52. Support legislation to restore incremental tax funding options to cities, either as infrastructure finance districts, redevelopment agencies, or new funding programs.

53. Support proposals which would provide the tools needed to attract economic development and create jobs in the City.

54. Support legislation that would incentivize the hiring of unemployed job seekers from high-risk
populations, including the homeless, individuals coming out of jails, the long-term unemployed like welfare recipients, individuals with disabilities and economically disadvantaged youth with barriers to employment.

55. Oppose legislation seeking to reallocate revenue obtained from the Bradley-Burns Uniform Local Sales and Use Tax.

56. Oppose legislation seeking to block local governments from using economic development tools to generate revenue and facilitate job creation.

57. Oppose any legislation which would pre-empt or reduce local discretion over locally imposed taxes.

58. Oppose legislation that would eliminate the tax exemption for municipal bonds.

59. Oppose efforts to impose state requirements without the consent of the local agency for the expenditure of locally raised revenues.

2023 LEGISLATIVE POSITIONS

TRANSPORTATION AND INFRASTRUCTURE

The City supports legislation and policies that promote investing in the maintenance and rehabilitation of aging infrastructure and building new system capacity to support smart growth principles.

60. Support policies and funding to enhance and expedite the development of the Valley Link Rail Project.

61. Support working with regional partners—governmental, private, and nonprofit—to identify and pursue funding for projects improving infrastructure within the City.

62. Support funding for non-motorized/active transportation infrastructure such as bicycle trails and pedestrian access.

63. Support legislation that protects local government authority over telecommunications facilities placed within public right-of-ways to include the aesthetics of equipment installed by contractors.

64. Support the preservation and expansion of transportation grant funding opportunities to help incorporate new transportation technologies and practices into local transportation networks.

65. Support efforts that streamline funding between the state, federal, and local governments that help reduce the amount of time and resources it takes to fund and complete transportation projects.

66. Oppose legislation that conditions a city's share of transportation funding on housing-related goals.

Strategic Funding Priorities

The City of Tracy is committed to harnessing available funding programs at the local, state, and federal programs to fund priority projects. The City plans to utilize its advocates to apply for various grant programs, available surplus funds through earmark requests, and influence state bond legislation for the inclusion of language that will promote the City's competitiveness for funds. The City has identified the following priority funding projects outlined below. Because funding opportunities and projects tend to diversify each year, the City will plan to update its funding priorities document on an annual basis to align with each new budget cycle.

A. Regional Fire Training Facility

A need for a Regional Fire Training Facility was identified in the City of Tracy's 2015 Public Safety Facility Master Plan and the Project was divided into two phases. The first phase has been funded ($4,200,000) and is scheduled to go out to bid in January 2024. The first phase included the development of two acres of a 5.13-acre site, including grading, asphalt, site utilities, fencing, erection of a training tower received through a FEMA grant and a 40-person classroom facility. The second phase will include the development of two additional acres (grading and asphalt), railcar props, drafting pit, above and below ground rescue props and a large apparatus and equipment storage facility. The South San Joaquin County Fire Authority (SSJCFA) is one of the largest fire agencies in California that does not have access to a training facility within or near its jurisdictional boundaries. Currently, SSJCFA is required to utilize Stockton (20 miles), Modesto (25 miles) or Livermore-Pleasanton (28 miles) fire training facilities. To utilize these facilities SSJCFA must place apparatus and personnel out-of-service, which reduces coverage and increases response times within its jurisdictional boundaries. The training facility will improve public safety, firefighter safety and emergency outcomes.

The South San Joaquin County Fire Authority Regional Fire Training Facility is estimated to cost $6.2 million; and the City of Tracy is requesting $2 million for the completion of the second phase.

B. Emergency Operations Center Remodel and Technology Upgrades/Real Time Information Center Peregrine Software

The current Emergency Operations Center (EOC) has not been remodeled since the building was completed over 30 years ago. In addition, the Tracy Police Department is the only functioning EOC within southern San Joaquin County available in the event of a national disaster. This remodel and technology upgrade will work together with a Real Time Information Center (RTIC). An RTIC would allow Tracy PD staff to respond to these crimes in "real-time". The mission of a RTIC is to provide a law enforcement

agency with the ability to capitalize on a wide and expanding range of technologies for efficient and effective policing. Such efforts may allow law enforcement officers to respond quickly, or even immediately, to crimes in progress or to those that recently occurred. The technologies available allow law enforcement agencies and officers to respond to crime events more efficiently, more deliberately, with improved operational intelligence, and with a proactive emphasis on officer, citizen, and community safety. The current configuration of the EOC will not allow RTIC to seamlessly integrate, making it imperative that both the remodel and technology upgrades move forward together.

The City is seeking $310,000 to support efforts to remodel the Emergency Operations Center at the Tracy Police Department and provide technology upgrades.

C. I-580 Corral Hollow Road Interchange/Corral Hollow Road Corridor Project

The Corral Hollow Road Corridor Project introduces three components to comprehensively facilitate improvements in the regionally significant corridor. The project includes improvements to the Corral Hollow Road/Linne Road intersection, incorporating a new traffic signal, turn lanes, and enhancements to the existing at-grade crossing with the Union Pacific Railroad (UPRR) Oakland Subdivision; widening Corral Hollow Road from a narrow two-lane to a divided four-lane roadway; and I-580/Corral Hollow Road Interchange improvements. The I-580/Corral Hollow Road Interchange improvements will construct two roundabouts at freeway ramp intersections, widen the overcrossing at I-580, and implement a Class I bicycle and pedestrian path. These improvements will be beneficial to the City by implementing safety countermeasures to address the history of collisions within the Project footprint reducing the overall crash rate by 44%. In addition, it will improve movement within the Megaregion to/from the Port of Oakland, creates 600 jobs, and increases regional competitiveness. It will improve freight access and throughput along a Federal Highway Administration (FHWA) Primary Freight Network (PFN) Route.

The City is requesting $8.8 million of the approximate $21 million total project cost to fund the I-580/Corral Hollow Road Interchange project. Additionally, the City is seeking $40 million of the approximate $91.9 million Corral Hollow Road Corridor Project.

D. Lammers Road/1-205 Interchange Project

Interstate 205 (I-205) is included in the National Highway Freight Network (NHFN) and primarily serves to channel commuter and freight traffic from the north (Stockton and Sacramento), east (Manteca, Oakdale, Sonora), and south (Modesto, Merced) to the San Francisco Bay Area via Interstate 580 and the Altamont Pass. A study was performed that identifies a need for constructing a new interchange at Lammers Road and Interstate 205 (I-205).

The City of Tracy is requesting $5 million for Phase I which will enable a safer regional transportation network by relieving congestion from the I-205 Corridor, boosting the regional economy by creating economic development opportunities that will bring jobs closer to where employees live thus alleviating environmental impacts caused by ever-increasing commuters.

E. Valley Link: Connecting Bart to Ace Rail Systems

The Tri-Valley – San Joaquin Valley Regional Rail Authority was created by the State of California to plan and construct a commuter rail connection (Valley Link) between San Joaquin Valley cities and the Bay Area Rapid Transit (BART) rail system, including connections with the Altamont Corridor Express (ACE) rail system. Valley Link is anticipating transporting 25,000 to 28,000 commuters by 2040 and will provide significant benefits including a reduced commute time, improved freight movement, increased access to jobs and housing, decreased emissions, providing a framework for transit-oriented development, preserving open space, and increasing safety.

The City of Tracy is requesting $40 million for Local Stations and Maintenance facilities to increase access to safe and reliable public transportation to and from the Bay Area.

F. Tracy Nature Park: Regional Recreation and Education

In partnership with the federal government, the City of Tracy participated in a land exchange with the General Services Administration, entering a “Park Covenant” for the future development of a regional public park. The City’s 86 acres of parkland is north of Interstate I-205 and will provide regional recreational and educational opportunities. Features will include grasslands, open water, wet meadow, and woodland bound by miles of hiking paths including ADA-accessible trails, viewing platforms and interpretive and demonstration stations.

The City of Tracy is requesting $8.63 million for the first phase of development ($1.37 million will be sought locally and through other grants) to provide the regional recreational and educational nature park.

G. Central Valley Gateway Project Road & Bridge Expansion Project/I-580 International Parkway DDI (Diverging Diamond Interchange)

This project is a critical logistical component for global goods movement through the Port of Oakland. To enable efficient freight movements, and alleviate regional commuter and commercial congestion, interchange upgrades on I-205 and I-580 are required to mitigate congestion along this portion of the National Freight Network. Modifying two interchanges and an access parkway in-between, which includes a bridge over the Delta Mendota Canal, is critical for an efficient and safer regional transportation network. The project is a Public-Private Partnership between the City of Tracy; San Joaquin Council of

Governments, MPO; Federal Highway Administration; California Department of Transportation; and Prologis, the investor.

The I-580/International Parkway Interchange project will reconstruct the existing interchange from a tight diamond configuration to a Diverging Diamond Interchange (DDI) which leads to a safer transportation network. It expands a critical interstate interchange and promotes integration with Intelligent Transportation System (ITS) hardware on both the State Highway System and local arterial network. It is part of a rural, integrated, sustainable program to expand a critical interstate interchange and promote integration with Intelligent Transportation. It will improve freight operations along a federal Primary Freight Network (PFN) Route, enhance safety, and benefit the regional and national economy by alleviating congestion and goods movement burdens between the City of Tracy and the Port of Oakland, the San Francisco Bay Area, and the greater Northern California Mega Region. The Project links these economic engines with the Central Valley, the production center of nearly 40% of the nation's agriculture and its partially untapped reservoir of skilled labor.

The City of Tracy is seeking $56 million out of an approximate total project cost of $128 million for the Central Valley Gateway Project and Bridge Expansion. In addition, the City is also seeking $23.5 million out of an approximate total project cost of $50.1 million for the I-580/International Parkway Interchange DDI.

H. Tracer Bus Maintenance Facility and Land Acquisition

Tracer Bus is the public transportation provider for the City of Tracy, sharing seven acres with the City of Tracy's Public Works yard; to store and lease additional parking and maintenance space. Current annual ridership is 167,000 and is expected to reach approximately 360,000 annually over the next 5 years with the implementation of the City's Short-range Transit Plan. With its already-expanding fleet, a new site is needed.

The City is seeking $30 million - $40 million for site acquisition, and design to accommodate current and future demands for services and maintenance, to improve technology capabilities, and to reduce overall environmental emissions.

I. Tracy Municipal Airport Terminal Improvements

The historical Tracy Municipal Airport is located three miles southwest of the center of Tracy in San Joaquin County, California. The airport, owned and operated by the City of Tracy, covers 310 acres and has two runways. Built in 1928 as an American Legion airport, it has been instrumental over the years in fulfilling the needs of aviation through pilot training, military usage, and even the manufacturing of aircrafts. Each year the airport has seen continued growth. Operations have been averaging 161 flights per day, comprising of 65% transient traffic, 34% local traffic, and 5% air taxi. Approximately 107 aircrafts are based at the airport: 97 single engines, 4 multi-engines, 1 jet, 2 helicopters

and 3 ultralight crafts. To address insufficient amenities and improve service, a terminal building is proposed consisting of approximately 3,000 square feet which will provide a large passenger and pilot's lounge, flight planning room, restrooms with showers (there currently is only a small waiting room with no running water or bathrooms available for pilots on the airfield), conference room, airport management offices, galley kitchen, and overnight hangar rental space for transient traffic. To meet the needs of ever-increasing general aviation and business air travel, the new state of the art facility will provide a safe and comfortable environment for pilots (as well as the young at heart watching planes on the airfield).

The City of Tracy is requesting $217,080 for terminal design and $1.9 million for terminal construction.

J. Stormwater Trash Full Capture Systems

Under the City's National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Separate Storm Sewer System (MS4) permit issued by the State Water Resources Control Board, the City must comply with a 13383 Order (issued June 2, 2017) containing regional specific requirements for the Trash Implementation Program. This Order mandates that the City must implement trash full capture equivalent devices city-wide to reach final compliance no later than 10 years from the June 2, 2017 Order. The City will need to install these devices in high-priority areas identified by the Water Board over the remaining five years.

The City is seeking $10 million to implement the mandated compliance requirements and support the Water Boards in their state-wide efforts toward enhanced water quality and sustainable water supplies.

K. Homeless Shelter and Support Service Grants

The City of Tracy has recognized the much-needed services to the unsheltered population and the continued support will allow the City of Tracy to continue to provide needed shelter and support services. The Tracy Police Department has identified additional needs that would help provide the support needed. These would include funding to bring on two additional staff members with Familiar Faces, the homeless outreach team. Tracy PD is also in need of a Mobile Command Center Vehicle, a Crisis Negotiation Vehicle and two Live View Technologies Trailers.

The City of Tracy is requesting continued support from Community Development Block Grant (CDBG), HOME Investment Partnership and Community Project Funding (CPF), as well as an approximate total of $1.941 million for Tracy Police Department support services.

City of Tracy
Washington, DC Visit Follow Up

Meeting with
Office of Congressman Mark DeSaulnier
Grace Chan, Policy Advisor

MEETING OVERVIEW:

The City of Tracy met with Congressman DeSaulnier's transportation and public works staffer to discuss regional transportation objectives. The Congressman sits on the Transportation and Infrastructure Committee (including the Highways & Transit, Aviation, and Water Resources & Environment Subcommittees). Grace stated that the Congressman is focused on FAA reauthorization and would like to remain informed on any drone delivery or FAA developments related to Tracy's airports.

Grace offered assistance with letter of support requests from the city including any efforts to develop "smart city" initiatives. The Congressman has submitted multiple earmark requests supporting intelligent transportation and communications projects. Grace also highlighted their work with the Los Vaqueros Reservoir and their focus on water storage.

NEXT STEPS:

- Engage the Congressman's office on future letters of support.
- Update the Congressman's office on the city's airports, drone, FAA, and smart city developments.

Meeting with
Congressman Josh Harder
Ata Kahn, Legislative Director

MEETING OVERVIEW:

The City of Tracy met with Congressman Harder and his legislative director handling appropriations, energy, and small business. Topics covered included Valley Link, Central Valley Gateway, Lammers 205 Interchange, water storage, and smart city initiatives. The Congressman took a particular interest in Valley Link and asked for timelines on funding, if a ballot measure is needed, and what comes next. He also agreed to advocate for direct funding to cities within his role on the Appropriations Committee.

The Congressman was very willing to assist with letters of support. Ata also stated that he can help facilitate meetings and specific asks through federal agencies and programs.

NEXT STEPS:

- Engage the Congressman's office on future letters of support.
- Update the Congressman's office on Valley Link developments or asks.

Meeting with
Environmental Protection Agency
John Lucey, Special Assistant to the Administrator
Francisco Donez, Environmental Justice Coordinator Program Staff, Region 9
Edlyznia Barnes, Program Analyst
Charles Gurkin, Specialist, Office of Community Revitalization
Reyes Barboza, Specialist
Robyn De Young, Green Infrastructure Program Manager
Anika Nelson, Intergovernmental Relations Liaison
Arnita Hannon, Intergovernmental Relations Liaison

MEETING OVERVIEW:

The City of Tracy met with EPA to discuss updates to the city's climate action plan and how best to incorporate environmental justice components. EPA staff immediately flagged that climate and state groups have resources to assist in this goal. Charles mentioned that his office works on anything where the natural environment affects the built environment and vice versa. Reyes added that he has worked on warehousing and managing growth issues in San Bernadino County. He indicated that disadvantaged communities could receive technical assistance on electrification needs (specifically vehicles).

Francisco of the Region 9 Office directed the city to consider several programs to reduce mobile source pollution (specifically the Diesel Emissions Reduction Grant and Clean School Bus Programs). These can be used for fleets looking to upgrade equipment.

Robyn encouraged the city to utilize the Water Quality Scorecard as a tool to collaborate with departments throughout EPA. The scorecard is intended to help local governments identify opportunities to better protect water quality by removing barriers and revising and creating codes, ordinances, and incentives. She recommended using a climate action plan to update any codes and regulations around flooding. Lastly, Robyn encouraged the city to consider forgivable loans offered through the SRF and to have a conversation at the state level. 10% of this must go to clean infrastructure and clean water.

NEXT STEPS:

- Review programs to reduce mobile source pollution to identify potential opportunities.
- Engage the Region 9 Office on environmental justice and climate action plan.
- Engage the Army Corps of Engineers on the Nature Park project.
- Utilize the Water Quality Scorecard to identify policy options and to follow-up with EPA.

Meeting with
Office of Senator Alex Padilla
Sarah Swig, Policy Advisor
Sam Mahood, Policy Advisor

MEETING OVERVIEW:

The City of Tracy met with Senator Padilla's staffers handling appropriations, transportation, and public lands. Topics covered included water infrastructure, Central Valley Gateway, and Caltrans. Sarah would like to remain informed of any developments as they happen and offered assistance in securing letters of support. She encouraged the city to meet with their state counterparts.

NEXT STEPS:

- Engage the Senator's office on future letters of support.
- Meet with state staff to discuss the city's projects.

Meeting with
Department of Interior
National Park Service, Cultural Resources, Partnerships and Science
Joy Beasley, Associate Director
Serena Georgia Bellew, Deputy Associate Director
Joel Lynch, Chief, State and Local Assistance Programs Division
Cory Kegerise, Grants Management Specialist
Danielle Decker, Deputy Director

MEETING OVERVIEW:

The City of Tracy met with National Park Service staff to discuss buildings on the National Register of Historic Places, revitalization of El Pescadaro Park, and the Nature Park. Staff immediately flagged the Federal Historic Tax Credit, a jointly administered program with IRS, which provides a 20% tax credit for the rehabilitation of privately owned historic buildings. This can be used for a wide variety of purposes like recreation centers, hotels, retail, affordable housing, and more.

Staff also provided several insights into the Historic Preservation Fund (HPF) and how to best access funds. There are two formula programs and eight competitive grant programs within the fund. For the formula program, states receive annual appropriations from the fund and are required to give at least 10% to Certified Local Governments (CLGs).

Joel discussed the Land and Water Conservation Fund and how it can be used for recreation. He stated it is a huge program with lots of money and a permanent authorization but is not well advertised. It is administered alongside the CA State Parks Office and Joel recommended the city meet with Sedrick Mitchell, Deputy Director.

Lastly, Joy offered some thoughts on the design challenges the City of Tracy is facing regarding the Nature Park. She had several recommendations including – a design competition through a university, connecting with the local Urban Land Institute chapter, seeking technical assistance through the American Planning Association, and meeting with the Sacramento-San Joaquin Delta National Heritage Area Commission.

NEXT STEPS:

- Identify potential eligibility once HPF NOFOs are released.
- Reach out to State Historic Preservation Office.
    - Inquire about the City of Tracy becoming a Certified Local Government to unlock additional funding sources.
- Meet with the Office of Partnerships and Community Engagement.
- Meet with Sedrick Mitchell at the CA State Parks Office.
- Identify partnerships regarding Nature Park design challenges.

Meeting with
Department of Interior
Bureau of Reclamation
David Palumbo, Deputy Commissioner
Ankur Bhattacharya, Regional Liaison

MEETING OVERVIEW:

The City of Tracy met with Reclamation to discuss water priorities and identify opportunities for advanced metering infrastructure. They recommended setting up a meeting with the WaterSMART Program and Bipartisan Infrastructure Law teams to go over the projects in detail. BIL has several opportunities through the next four years. They stated that advanced metering works through the WaterSMART's Water and Energy Efficiency Grants.

Lastly, David explained that Reclamation is managing roughly $8.3 billion that is not funneled through the state and includes some new programs. As for eligibility, he stated there are special rural programs and a DAC program but that most opportunities don't require much delineation beyond that. David also flagged that they work with Federal Highway Administration on bridges over canals for safety improvements.

NEXT STEPS:

- Meet with the WaterSMART and BIL teams to match projects with funding opportunities.

Meeting with
Department of Commerce
Economic Development Administration
Daria Daniel, Congressional Affairs Specialist
Becky Corby, Congressional Affairs Specialist

MEETING OVERVIEW:

The City of Tracy met with EDA to discuss economic development priorities and progress made with funding from a Public Works and Economic Adjustment Assistance (PWEAA) Grant. They stated that EDA was tasked with administering over $3 billion due to the pandemic which is much larger than they have historically worked with. That number is now at about $1.5 billion to fund job creation, building industry in distressed areas, and even fund water economic projects.

EDA positions themselves to be "the last dollars in" to get projects over the finish. Their competitive grants are generally an 80/20 match. EDA runs the majority of their programs through local offices. Daria recommended reaching out to Asia King – the local economic development representative who can match the city with opportunities. The City of Tracy could have additional PWEAA success through her office.

Regarding smart city initiatives and technology initiatives, Daria explained that EDA offers seed and capital investment money for tech hubs (Phase 1 of this NOFO was released on May 12). They also offer STEM development programs through nonprofits, universities, and other entities.

Regarding water and supply chain, EDA primarily does sewer lines to make industry viable and improve job creation and retention. EDA used to have travel and tourism opportunities but those are no longer available. Daria noted however that it is something to monitor as there is a push to bring them back.

NEXT STEPS:

- Meet with Asia King on the state side to discuss future opportunities and PWEAA.

Meeting with
Department of Transportation

Federal Transit Administration
Patrick Mulligan
Federal Highway Administration
Heather Dean, Legislative Analyst
Zan Guendert, Congressional Liaison Specialist
Federal Aviation Administration
Jesse Carriger, Program Manager
Build America Office
Roger Bohnert, Director of Outreach and Project Development

MEETING OVERVIEW:

FTA
The City of Tracy discussed their transit needs and staff highlighted that FTA is in the process of setting up the Valley Link Rail Project Phase 1 as a Current Capital Investment Grant (CIG) Project. The Tri-Valley – San Joaquin Valley Regional Rail Authority anticipates seeking approximately $450 million (25 percent) from the CIG program. The Authority anticipates completing project development activities by Summer 2024. Other key milestones include anticipated NEPA Completion and selection of LPA in Summer 2024, receive approval to enter New Starts Engineering by Summer 2024, receive full funding grant agreement in 2025, and anticipate the start of revenue service in 2028.

Staff also flagged that applications just closed for the bus-focused Low or No Emission Vehicle Program but that the program is authorized for three more years

FHWA
Heather noted that the FHWA Division Office in Sacramento recently met with SJCOG. She explained that there is $350 billion for highways in BIL, 90% is formula funding to the states, and that this money could likely be used to go to planning, construction, and maintenance of the city's projects. Heather recommended continued conversation with Caltrans as $5 billion will go out this year. Based on the city's priorities, she highlighted the following programs:

- INFRA Grants Program: Staff recommended talking with Caltrans to make sure the city's corridors are on the state freight plan. If so, it makes them automatically eligible for this program.

- Safe Streets and Roads for All (SS4A) Grant Program: This program can be used for pedestrian and bike related projects. 40% of available funds go to planning efforts that the city can target. This is open through July 10.

- Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation Program (PROTECT): Provides direct funding to ensure surface transportation resilience to natural hazards including climate change, sea level rise, flooding, extreme weather events, and other natural disasters. This is open through August 18.

- Bridge Investment Program: Competitive, discretionary program that focuses on existing bridges to reduce the overall number of bridges in poor condition, or in fair condition at risk of falling into poor condition. Opens Summer 2023

Other closing comments from FHWA centered around making sure to cover all bases (NEPA, water permitting from Army Corps, endangered species considerations) when altering interchanges. The CA Division Office are experts on these matters and can advise before the city federalizes a project.

FAA

Regarding the Tracy Municipal Airport, Jesse flagged that a NOFO for a terminal program will be released this summer. Small terminal projects work here, are scalable, and can convert land not needed for aviation.

Regarding issues with the New Jerusalem airport, Jesse stated that FAA can help on NPIAS applications and is willing to meet with the City and NASA to discuss further options.

Build America

Roger stated that every project the city has is eligible for loans through the Build America Bureau. He recommended pairing these loans with grants as grants are oversubscribed and most require a non-federal match. These loans constitute as the non-federal match. Roger flagged the Regional Infrastructure Accelerator Program as a good option for the city.

NEXT STEPS:

- Meet with the FHWA California Division to discuss projects.
- Continue to engage Caltrans and check if city corridors are on the State Freight Plans.
- Review the recommended upcoming FHWA grant opportunities.
- Coordinate with FAA on NPIAS.

Meeting with
Federal Emergency Management Agency
Aubrey Sepler, Intergovernmental Affairs
Jeremy Bott, Intergovernmental Affairs
Catherine Patterson, Branch Chief, AFG
Lisa Nine, Sr. Analyst, Preparedness Grants
Sandi Tripp, Region 9 AFG Analyst

MEETING OVERVIEW:

Fire
The City of Tracy discussed water system infrastructure and replacing water connections, but staff informed the city that this is not a direct fit for AFG as it must be geared toward non-construction fire prevention.

Sandi is a regional fire program specialist who works in San Joaquin County. She is currently reviewing AFG applications but stated that more opportunities will be available in October. She also recommended utilizing the Staffing For Adequate Fire and Emergency Response (SAFER) program for hiring purposes.

Preparedness Grants (including Cyber and Emergency Management)
Preparedness grants do not provide direct funding for cybersecurity needs but do work through CalOES. Staff recommended reaching out to Alicia Adams, Management Program Analyst in California. The state is developing a cyber plan and the city can learn more about how this will be administered. Staff also stated that the city can discuss the State and Local Cybersecurity Grant Program, Emergency Management Performance Grant, and the Emergency Operations Center Grant Program with Alicia.

The NOFO for the Regional Catastrophic Preparedness Grant Program was recently released and could be used to address water infrastructure and other needs. Priorities for the program include equity, community resiliency, and supply chain management.

Hazard Mitigation
FEMA will not discuss hazard mitigation until the city first meets with Casey Deshong from the Region 9 IGA Office. Sandi did briefly mention the Building Resilient Infrastructure and Communities (BRIC) program and explain that it is very well funded with a new focus of proactive investments in resiliency as opposed to reactive.

NEXT STEPS:

- Meet with the Region 9 Office to discuss Hazard Mitigation opportunities.
- Meet with Alicia Adams to discuss Preparedness Grant opportunities.

Meeting with
Department of Justice
Kevin Jenkins, Outreach and Engagement, Office of Justice Programs (OJP)
Michelle Sicat, Assistant Director, Office of Justice Programs (OJP)
Katherine McQuay, Senior advisor, Community Oriented Policing Services (COPS)

MEETING OVERVIEW:

The City of Tracy discussed Operation Familiar Faces and the need to expand the Mobile Evaluation Team beyond homelessness to include domestic violence capabilities. Based on the conversation, DOJ staff had the below recommendations. All these opportunities are closed for 2023 but DOJ always releases grants early in the year with close dates during April/May. Many of the below opportunities are slated for future rounds.

Office of Justice Programs/Bureau of Justice Assistance (OJP/BJA)

- Collaborative Crisis Response and Intervention Training Program: Funds state, local, and tribal law enforcement and correctional entities to develop and implement crisis response training programs. This program supports partnerships with mental health, substance use disorder, and other focuses.

- Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP): One of the largest programs and funds financial and technical assistance to states and units of local government to develop, implement, or expand comprehensive efforts to identify, respond to, treat, and support those impacted by illicit opioids, stimulants and other drugs. This program can be used for robust response to fentanyl.

- Connect and Protect: Supports law enforcement–behavioral health cross-system collaboration to improve public health and safety as well as responses to and outcomes for individuals with mental health disorders.

- Justice and Mental Health Collaboration Program: Supports innovative cross-system collaboration for individuals with mental illnesses or co-occurring mental health and substance abuse disorders who come into contact with the justice system.

- Virtual Reality De-escalation Site-Based Initiative: Grant funds law enforcement to enhance training via the utilization of fully immersive virtual reality-based technology. This is a new program and is open until July 6.

Office of Community Oriented Policing Services (COPS)
The city explained the need for hiring but DOJ staff stated that COPS opportunities are only for entry level policing and not the Deputy Chief level.

- Community Policing Development (CPD) Microgrants Program: Funds are used to develop law enforcement's capacity to implement community policing strategies and can be used for homelessness response. Staff encouraged the city to look into this program for next year.

- Collaborative Reform Initiative (CRI) Program: Offers three programs spanning technical assistance, critical response, and organizational assessment.

National Training and Technical Assistance Center (NTTAC)
The NTTAC was created to coordinate resources and providers, provide training and technical assistance to meet needs, and promote the use of best practices and standards. It provides grantee and non-grantee opportunities. DOJ staff recommended connecting with NTTAC for subject matter experts and inquire about early intervention efforts. They also said it can be used to expand training center capabilities.

NEXT STEPS:

- Connect with the NTTAC for expert advice and early intervention assistance.
- Identify programs to target for 2024 opportunities.

Meeting with
National Aeronautics and Space Administration
Nancy Mendonca, Deputy, Mission Integration Office
Irma Rodriguez, Partnership Coordination Lead
Steve Sidorek, Legislative Affairs Specialist
Jamie Marie Turner, Partnership Coordination

MEETING OVERVIEW:

The City of Tracy sought partnership opportunities and inquired about NASA's interest in the New Jerusalem Airport for drone launch exercises. NASA staff detailed their intention to be complimentary with the FAA to achieve mid to long term objectives. They recommended looking at current Unmanned Aircraft System test sites to understand the pros and cons of hosting a site. NASA also provide the below list of resources to review:

- NASA Advanced Air Mobility (AAM) Ecosystem Working Groups: Community Integration Working Group (upcoming WG sessions and recordings of past sessions)
- Community Air Mobility Initiative (CAMI): Can connect with Yolanka Wulff, Executive Director and Co-founder.
- Monterey Bay Drone, Automation and Robotics Technology (DART): Can connect with Rex Alexander who is an expert on airports, heliports, vertiports.
- AAM DOT Interagency Working Group: The purpose of the AAM IWG is to plan for and coordinate efforts to integrate advanced air mobility aircraft into the national airspace system, particularly passenger carrying aircraft, in order to grow new transportation options, amplify economic activity and jobs, advance environmental sustainability and new technologies, and support emergency preparedness and competitiveness.
- FAA Unmanned/Uncrewed Aircraft Systems (UAS) Test Sites:
    - Griffiss International Airport, NY
    - New Mexico State University, NM
    - North Dakota Department of Commerce, ND
    - State of Nevada, NV
    - Texas A&M University Corpus Christi, TX
    - University of Alaska Fairbanks, AK
    - Virginia Polytechnic Institute & State University, VA
- Vertical Flight Society (VFS)
- FAA Regional Administrator and FAA Office of Airports
- NASA Small Business Innovation Research (SBIRs)

NEXT STEPS:

- Review resources and determine any viable next steps.

Meeting with
Congressman John Duarte
Joe Prosser, Legislative Assistant

MEETING OVERVIEW:

The City of Tracy met with Congressman Duarte and his legislative assistant handling transportation. Topics covered included Valley Link, Central Valley Gateway, Lammers 205 Interchange, water storage, ports, and freight. The Congressman asked about Valley Link passenger capacity and spoke to his discussions with the Stanislaus Council of Governments about the Altamont Corridor Express. He is focused on adding freeway lanes to increase freight capacity and committed to addressing commuter issues.

Congressman Duarte expressed support for money going directly to cities like with ARPA, is willing to work with Congressman Harder on any of the discussed efforts and is happy to provide letters of support (specifically for the Central Valley Gateway project). Lastly, the Congressman brought up logistical challenges and his desire for a customs office in the Port of Stockton to allow passage for barge containers.

NEXT STEPS:

- Engage the Congressman's office on future letters of support.
- Update the Congressman's office on Valley Link developments or asks.

Meeting with
National Telecommunications and Information Administration
Herbert Tyson, Director, Intergovernmental Affairs

MEETING OVERVIEW:

The City of Tracy met with NTIA and the Office of Internet Connectivity and Growth to discuss partnership opportunities. Herbert highlighted several key programs:

- Affordable Connectivity Program (ACP): This program provides $30 per month toward internet service and up to one device for eligible households. NTIA let us know that not many people who qualify are utilizing this program.

- Connecting Minority Communities Pilot Program (CMC): This pilot program is winding down but awarded millions to colleges and universities (and their anchor community) that serve minority communities to purchase broadband internet access service and eligible equipment or to hire and train information technology personnel. NTIA stated that the pilot was very successful, and the need remains. They are hopeful for future rounds.

- Broadband Equity, Access, and Deployment (BEAD) Program: This program expands high-speed internet access by funding planning, infrastructure deployment and adoption programs. The money goes directly to states and is sub-granted out to regional planning organizations or municipalities. Spending will prioritize fiber connectivity directly to end users, those without 25/3-Mbps service, and proposals that improve affordability. Action plans will be submitted this fall and it will be important to speak with State Broadband Officers.

- Digital Equity Act (DEA) Programs: These three programs aim to ensure that all communities have the skills, technology, and capacity needed to participate in the digital economy. NTIA stated that a NOFO will be coming towards the end of this year. Cities will be able to bypass the state and directly apply for funding.

NEXT STEPS:

- Spread the word and help the community enroll in the FCC's Affordable Connectivity Program.
    - FCC is requesting organizations become an Outreach Partner.
- Connect with State Broadband Officers to get involved with the planning process and stay involved across the timeline.
    - Scott Adams, California Department of Technology, scott.adams@state.ca.gov
    - Rob Osborn, California Public utilities Commission, Robert.osborn@cpuc.ca.gov
- Connect with Federal Program Officers of the BEAD and DEA Programs
    - Gladys Palpallatoc, gpalpallatoc@ntia.gov
    - Marina MacLatchie, mmaclatchie@ntia.gov

Meeting with
Congressman Eric Swalwell
Sarah Shapiro, Legislative Director

MEETING OVERVIEW:

The City of Tracy met with Congressman Swalwell and his legislative director handling energy, environmental protection, and transportation. Topics covered included Valley Link, Central Valley Gateway, Lammers 205 Interchange, and hydrogen fueling. The Congressman is very optimistic about Valley Link and wants to help however he can for San Joaquin County to put forth additional funding like Alameda County has. He also took interest in developments around hydrogen fueling.

NEXT STEPS:

- Engage the Congressman's office on future letters of support.
- Update the Congressman's office on Valley Link and hydrogen fueling developments or asks.

TOWNSEND
PUBLIC AFFAIRS
EST TPA 1998

M E M O R A N D U M

To: **City of Tracy**

From: Townsend Public Affairs

Date: November 8, 2023

Subject: **Overview of Bills with Positions**

AB 33 (Bains) Establishes, subject to an appropriation by the Legislature, the Fentanyl Misuse and Overdose Prevention Task Force (Task Force) to undertake specified duties relating to fentanyl abuse. Contains an urgency clause to ensure the provisions of this bill take effect immediately.
Position: Support
Status: Signed into law.

AB 52 (Grayson) would enact personal income and corporation tax credits equal to the amount of sales and use tax (SUT) paid on the purchase of specified equipment.
Position: Oppose
Status: Held in Appropriations Committee. Did not advance

AB 367 (Maienschein) Applies the "great bodily injury" enhancement to any person who sells, furnishes, administers, or gives away fentanyl or an analog of fentanyl when the person to whom the fentanyl was sold, furnished, administered or given suffers a significant or substantial physical injury from using the substance.
Position: Support
Status: Held as two-year bill

AB 474 (Rodriguez) Requires the State Threat Assessment Center (STAC) and the California Office of Emergency Services (Cal OES) to prioritize, to the greatest extent possible, cooperation with state and local efforts to disrupt and dismantle criminal networks trafficking opioid drugs that pose a threat to California.
Position: Support
Status: Vetoed by Governor

AB 504 (Reyes) Establishes public employees' right to demonstrate solidarity with other public employees by honoring a picket line, strike, and refusing to enter upon the premises or perform work for a public employer engaged in a primary strike, among other provisions.
Position: Oppose
Status: Vetoed by Governor

AB 531 (Irwin) creates the Behavioral Health Infrastructure Bond Act of 2024 (Bond) to, subject to voter approval, authorize $6.380 billion in general obligation (GO) bonds to finance permanent supportive housing for veterans and others, as well as, unlocked and locked behavioral health treatment and residential settings for individuals experiencing homelessness or at risk of homelessness with severe behavioral health challenges. Allows for by right streamlined, ministerial review for capital projects funded by the bond.

Position: Support
Status: Passed by the Legislature. Set to appear on the March Primary ballot as Proposition 1.

AB 955 (Petrie-Norris) Creates a new crime for selling fentanyl on a social media platform.
Position: Support
Status: Failed committee deadlines. Did not advance.

AB 985 (Arambula) Requires the Air Resources Board (ARB) to conduct an analysis of the San Joaquin Valley Unified Air Pollution Control District's (District) emission reduction credit (ERC) banks for air pollutants by January 1, 2027.
Position: Oppose
Status: Held as two year bill

AB 1484 (Zbur) Amends the Meyers-Milias-Brown Act (MMBA) to require the inclusion of temporary employees in the same bargaining unit as permanent employees, among other provisions.
Position: Oppose
Status: Signed into law. Effective January 1, 2024.

ACA 13 (Ward) Requires an initiative constitutional amendment to comply with any increased voter approval threshold that it seeks to impose on future ballot measures. Guarantees in the state constitution the ability of local governments to submit advisory questions to voters.
Position: Support
Status: Passed by Legislature. Set to appear on the November 2024 ballot.

SB 326 (Eggman) revises and recasts the Mental Health Services Act (MHSA) as the Behavioral Health Services Act (BHSA) if voters approve amendments to the MHSA at the March 5, 2024, statewide primary election. This bill clarifies that county behavioral health programs are permitted to use BHSA funds to treat primary substance use disorder conditions and makes conforming changes throughout the BHSA. This bill restructures current MHSA funding buckets. This bill enhances the current process for local planning of various services funded by the BHSA and for oversight, accountability, and reporting of BHSA funds.
Position: Support
Status: Passed by the Legislature. Set to appear on the March Primary ballot as Proposition 1.

SB 405 (Cortese) would require the Department of Housing and Community Development (HCD) to establish a pilot program to develop a methodology to analyze whether a local agency's inventory of land suitable for development has identified adequate sites to accommodate its share of the regional housing need for all income levels.
Position: Oppose
Status: Failed first house deadlines. Did not advance.

SB 423 (Wiener) extends the sunset on SB 35 (Wiener, Chapter 366, Statutes of 2017) to January 1, 2036, among other changes.
Position: Oppose
Status: Signed into law.

SB 549 (Newman) requires the Commission on Teacher Credentialing (CTC) to assess the credential standards of other states and territories to expedite the teaching credential application process for out-of-state prepared teacher
Position: Oppose

Status: Failed second house deadlines. Did not advance.

SB 799 **(Portantino)** authorizes workers involved in a trade dispute to collect unemployment insurance benefits, after a two-week wait period, while they are on strike.
Position: Oppose
Status: Vetoed by Governor

Department	Grant Name	Description	Federal/State/Other	Agency Name	Month of Application	Amount Applied	Awarded/Pending/ Not Awarded	Amount Awarded in 2023	Notes
DS - Engineering	Multimodal Project Discretionary Grant (MPDG)	Fund Corral Hollow Improvements from Linne Road to I-580, along with I-580/Corral Hollow Road Interchange	Federal	Department of Transportation	21-Aug-23	$ 40,000,000.00	Pending	$ -	
DS - Engineering	Safe Streets and Road for All (SS4A)	The Project will implement low-cost, systemic safety countermeasures at 10 locations throughout the City, nine of which were identified as case studies in the Local Roadway Safety Plan (LRSP)	Federal	Department of Transportation	10-Jul-23	$ 3,764,800.00	Pending	$ -	
DS - Engineering	Rebuilding American Infrastructure with Sustainability and Equity (RAISE)	The City of Tracy (City) is requesting $20,460,000 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program funds for the I-580 at International Parkway/Patterson Pass Road Interchange Project (Project).	Federal	Department of Transportation	28-Feb-23	$ 20,460,000.00	Not awarded	$ -	
DS - Engineering	Congestion Mitigation and Air quality (CMAQ)	Interconnecting 6 signals along MacArthur Drive and Schulte Road	Federal	SJCOG	6-Jul-23	$ 1,121,000.00	Not awarded	$ -	
DS Planning	LEAP	Local Planning Grant	State	CA Housing and Community Development Dept	Apr-21	$ 300,000.00	Awarded	$ 300,000.00	
DS-Planning	REAP	Regional Planning Grant	State/SJCOG	San Joaquin Council Of Governments	Jun-21	$ 187,075.00	Awarded	$ 187,000.00	
Ds-Planning	SB2	Senate Bill 2, Planning Policy Grant	State	CA Housing and Community Development Dept	Nov-19	$ 310,000.00	Awarded	$ 310,000.00	
Finance	California Water and Wastewater Arrearage Grant	Funding for past due Water and Wastewater customers	Federal	Ca State Water Board	Nov-23	$ 443,428.15	Pending	$ -	
M & H - Airport	Crack Seal and Slurry Seal of the Tee Hangar Taxilanes	Construction	Federal	Federal Aviation Administration	4/28/2023	$ 162,718.00	Awarded	$ 162,718.00	
M & H - Airport	Crack Seal and Slurry Seal, and Minor Pavement Patching Entrance Road and Parking Lot	Construction	Federal	Federal Aviation Administration	4/28/2023	$ 220,100.00	Awarded	$ 220,100.00	
M & H - Airport	Matching Grant to Crack Seal and Slurry Seal of the Tee Hangar Taxilanes	Construction	State	State of CA Division of Aeronautics	11/1/2023	$ 8,136.00	Pending	$ -	
M & H - Economic Development	FY23-24 CDBG Program	Annual allocation	Federal	US Department of Housing & Urban Development	No Application	$ -	Awarded	$ 506,211.00	
M & H - Economic Development	FY23-24 HOME Program	Annual allocation	Federal	US Department of Housing & Urban Development	No Application	$ -	Awarded	$ 181,610.00	
M & H - Transit	Low Carbon Transit Operation Program	Providing free fares for student on the Tracer Fixed Route bus system.	State	Caltrans Division of Rail and Mass Transportation	May-23	$ 75,684.00	Awarded	$ 75,684.00	

M & H - Transit	FTA ARPA Funding	Tracer Operating Assistance	Federal	Federal Transit Administration	Aug-22	$ 294,852.00	Awarded	$ 294,852.00	
M&H - Economic Development	2023 Tourism Promotion	To fund various promotional efforts aimed to increase awareness and drive visitation to the region	Other	San Joaquin County	January	$ 99,000.00	Awarded	$ 99,000.00	
M&H - Homeless Services	HHAP Round 3	Operations	Federal	San Joaqion County (SJC)	Nov-22	$ 1,400,000.00	Awarded	$ 251,795.00	Awarded April 2023 Council Approved 9/5/23
M&H - Homeless Services	ARPA	Construction	Federal	SJC	Oct-22	$ 7,100,000.00	Awarded	$ 7,100,000.00	Awarded, going to Finance Committee on 12/12/23 and CC on 12/19/23
M&H - Homeless Services	HPSJ	Operations	State	Department of Health Care Services (DHCS)	Sep-22	$ 1,200,000.00	Awarded	$ 1,200,000.00	
M&H - Homeless Services	HPSJ	Operations	State	DHCS	May-23	$ 595,000.00	Awarded	$ 595,000.00	
M&H - Homeless Services	FY23-24 CDBG Program	Construction	Federal	HUD	Mar-23	$ 450,000.00	Awarded	$ 350,000.00	
M&H - Homeless Services	CPF Harder	Construction	Federal	HUD	Mar-22	$ 3,000,000.00	Awarded	$ 3,000,000.00	Awarded, going to Finance Committee on 12/12/23 and CC on 12/19/23. Pending NEPA completion
M&H - Homeless Services	Encampment Resolution Fund	Operations	Federal	CAL ICH	Summer 2023	$ 1,200,000.00	Not awarded	$ -	
Parks & Recreation	Specified Grant	Fund Construction Documents for MGRC	State	State of CA - The Natural Resources Agency	Jan-23	$ -	Awarded	$ 5,000,000.00	
Parks & Recreation	Specified Grant	Fund Construction Documents for MGRC	State	Congress Commuity Funding Appropriations	Jan-23	$ 10,000,000.00	Not awarded	$ -	
Parks & Recreation	Per Capita Grant	Improvements to Hoyt Park	State	OGALS - Office of Grants and Local Services	Dec-21	$ 234,065.00	Awarded	$ 234,065.00	
PD	Organized Retail Theft Grant	Prevention and reduction of crime specifically related to organized retail theft crime	State	Board of California Corrections	Aug-23	$ 1,600,000.00	Not awarded	$ -	
PD	Law Enforcement Equipment	Purchase of Technology equipment for PD's EOC	Federal	US Department of Justice	Jun-23	$ 14,839.00	Awarded	$ 14,839.00	
PD	Officer Health and Wellness	Health Assessments for Sworn Officers	State	Board of California Corrections *Directly distributed to the state, the department did not apply for it	No Application	$ 73,718.00	Awarded	$ 17,718.00	
PD	Law Enforcement Opioid Education and Prevention	Opioid Education and Prevention	State	CA Department of Health Care Services **Direct distribution from the state, we did not apply for it	No Application	$ -	Awarded	$ 135,000.00	
PD	Real Time Information Center	Real Time Information Center	Federal	Congress Commuity Funding Appropriations	Jan-23	$ 391,328.00	Awarded	$ 391,328.00	
TPD - Animal Services	Rachel Ray - Save Them All	Funded Neo Natal Kits & 202 Feral Cat Alterations	Other	Best Friends Animal Society	September	$ 20,000.00	Awarded	$ 20,000.00	
TPD - Animal Services	Cat Saving Funds	Added funding to life saving abilities for cats	Other	Best Friends Animal Society	June	$ 3,000.00	Awarded	$ 3,000.00	
Utilities	Urban and Multi-Benefit Drought Relief Grant	Recycled Water Project	State	Department of Water Resources	13-Jan-22	$ 20,000,000.00	Awarded	$ 20,000,000.00	
Utilities	Urban and Multi-Benefit Drought Relief Grant	Recycled Water Expansion Project	State	Department of Water Resources	2019	$ 18,000,000.00	Awarded	$ 18,000,000.00	
								$ 58,649,920.00	

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

ADOPTING THE CITY'S 2024 STRATEGIC FUNDING PRIORITIES AND AMENDING THE CITY'S 2023-2025 BIENNIAL LEGISLATIVE PLATFORM

WHEREAS, The City Council adopted the 2023 Biennial Legislative Platform (2023 Legislative Platform) in 2022 (Resolution 2022-180);

WHEREAS, The purpose of establishing the policy was to facilitate the process and enhance the City's communication to the City's Federal, State, and local legislators and supporting agencies.; and

WHEREAS, The City Manager is responsible for coordinating City efforts and promoting the City's policy priorities to other government entities; and

WHEREAS, In determining whether the City desires to communicate support or opposition to proposed legislation, the City Manager considers the City Council's Strategic Priorities Goals and Objectives (City Council Goals); and

WHEREAS, In 2019, the City contracted with Townsend Public Affairs (Townsend) for State lobbying and grant writing services; and

WHEREAS, In 2022, the City also contracted with Townsend for Federal lobbying and advocacy services; and

WHEREAS, The 2023-2025 Biennial Legislative Platform includes 8 legislative positions, and under each legislative position, a variety of issues that the City seeks to support or oppose is noted; and

WHEREAS, A total of 66 statements of positions are compiled under each legislative position; and

WHEREAS, Listed at the end of the report is the amended 2024 Strategic Funding Priorities, which will enable the City to be better positioned for notification of funding opportunities as they arise; and

WHEREAS, Combined, the Legislative Positions and statements of positions are intended to represent the City Council's 2024 Strategic Funding Priorities; and

WHEREAS, Staff recommends the City Council adopt the proposed 2024 Strategic Funding Priorities; and

WHEREAS, The list of Strategic Funding Priorities will be updated annually as part of the Capital Budget adoption by the City Council; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby adopts the 2024 Strategic Funding Priorities; and be it

FURTHER RESOLVED, that the 2023-2025 Biennial Legislative Platform shall be amended; and be it

FURTHER RESOLVED, that the actions taken herein do not constitute a "project" under the California Environmental Quality Act.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on _____, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

December 19, 2023

Agenda Item 3.B

RECOMMENDATION

Approve, by motion, after discussion, out-of-state travel for designated City Council Members to attend The United States Conference of Mayors 92nd Winter Meeting in Washington, D.C. January 17-19, 2024.

EXECUTIVE SUMMARY

At the December 5, 2023 meeting of the City Council, Mayor Young requested an agenda item to consider out-of-state travel to The United States Conference of Mayors 92nd Winter Meeting in Washington, D.C January 17-19, 2024. Per the City Council travel policy, the City Council must approve out-of-state or international travel for Council Members to attend. To appropriately plan for Council Member attendance, the City Council will discuss the requested conference to determine which of the City Council, if any, will attend. The Council shall approve out-of-state travel by motion.

BACKGROUND AND LEGISLATIVE HISTORY

This agenda item provides an opportunity for Council to discuss the request for out-of-state travel, by motion, if so desired determine which Council Member(s) are approved to attend the referenced trip. On April 18, 2023, City Council adopted Resolution 2023-069 Travel Policy for Elected and Appointed Officials:

"Expenses for international and out-of-state travel, require prior City Council approval, with the exception of the following travel:

- City's annual Federal Lobby travel to Washington DC
- San Joaquin Council of Governments (SJCOG) annual "One Voice" travel to Washington DC
- National League of Cities annual Congressional Conference travel to Washington DC

Regardless of whether preapproved above or approved by the City Council per separate, travel shall not exceed the adopted budget for any Official unless additional budget authorization is granted by the City Council by formal action. Travel requests for international and out-of-state travel from the City Council should follow the City Council's Meeting Protocols for placement on the City Council agendas."

On September 19, 2023, the City Council adopted Resolution 2023-195, approving the travel budget for each City Council Member at $20,000 and Mayor at $30,000 for FY 2023-24.

ANALYSIS

On December 5, 2023, Mayor Young requested an agenda item to consider out-of-state travel to The United States Conference of Mayors 92nd Winter Meeting in Washington, D.C January 17-19, 2024. This item was seconded by Council Member Arriola.

FISCAL IMPACT

The annual appropriation for Council has been allocated at $20,000 per Council Member and $30,000 for the Mayor. The estimated travel cost for The United States Conference of Mayors is $3,725. Sufficient funding exists within each of the Council Members' budget.

	Budget	Actual Paid* (12/07/2023)	Available for Future Travel
Young	30,000.00	15,486.88	14,513.12
Arriola	20,000.00	974.62	19,025.38
Bedolla	20,000.00	78.47	19,921.53
Davis	20,000.00	1,049.62	18,950.38
Evans	20,000.00	0.00	20,000.00

*Includes any individual memberships

STRATEGIC PLAN

This action addresses and contributes to Council's Strategic Priority of Governance, Goal No. 1 "Model Good Governess, Teamwork, and Transparency".

ACTION REQUESTED OF THE CITY COUNCIL

Approve, by motion, after discussion, out-of-state travel for designated City Council Members to attend The United States Conference of Mayors 92nd Winter Meeting in Washington, D.C. January 17-19, 2024.

Prepared by: Sheena Stephens, Executive Assistant to the City Manager

Reviewed by: Sara Cowell, Director of Finance
Karin Schnaider, Assistant City Manager
Bijal Patel, City Attorney

Approved by: Midori Lichtwardt, Interim City Manager

December 19, 2023

Agenda Item 3.C

APPOINTING MIDORI LICHTWARDT AS THE NEW CITY MANAGER, EFFECTIVE DECEMBER 19, 2023, AND APPROVING AN AT-WILL EMPLOYMENT AGREEMENT, BETWEEN MIDORI LICHTWARDT AND THE CITY OF TRACY FOR A BI-WEEKLY SALARY OF $11,406.34

This item is for the City Council to appoint Midori Lichtwardt as the new City Manager for the City of Tracy and also approve an at-will employment agreement between Ms. Lichtwardt and the City of Tracy for her new role. Ms. Lichtwardt has been serving as the Interim City Manager since May 30, 2023.

The at-will employment agreement includes the terms and conditions proposed in form of agreement shown as Attachment A. The agreement specifies a bi-weekly salary of $11,406.34 along with certain employment stipends. Below are the key terms of the proposed agreement:

- Effective December 19, 2023, Ms. Lichtwardt shall serve as the City Manager. However, either party may terminate the agreement earlier upon giving written notice to the other party.

- Ms. Lichtwardt shall receive a bi-weekly salary of $11,406.34 during the term of the Agreement.

- Ms. Lichtwardt shall receive a car allowance of $700 per month, prorated per pay period.

- Ms. Lichtwardt shall continue to receive the same rights and benefits as those conferred to department heads in the most currently adopted Department Head Compensation and Benefit Plan during the term of the Agreement.

- The City shall continue to contribute to Ms. Lichtwardt's retirement in accordance with the appropriate California Public Employees' Retirement System (CalPERS) formula as required to CalPERS during the term of the Agreement.

The proposed agreement has been prepared by Kimberly Murdaugh, Director of Human Resources, on behalf of the City Council.

ATTACHMENTS

Attachment A – Employment Agreement for Midori Lichtwardt

ATTACHMENT A

EMPLOYMENT AGREEMENT
BETWEEN
MIDORI LICHTWARDT AND THE CITY OF TRACY
TO SERVE AS CITY MANAGER

This Employment Agreement ("Agreement") is made and entered into between the City of Tracy, a municipal corporation ("Employer") and Midori Lichtwardt, an individual ("Employee"). City and Lichtwardt are sometimes referred to herein collectively as "Parties."

RECITALS:

WHEREAS, Lichtwardt currently serves as the Interim City Manager; and

WHEREAS, City desires to employ Lichtwardt as its City Manager for the City of Tracy and Lichtwardt desires to accept employment as City Manager; and

WHEREAS, Parties seek to establish the terms and conditions of employment in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the Parties hereto agree as follows:

Section 1. Employment.

A. City agrees to employ Lichtwardt as City Manager to perform the functions and duties of a City Manager in accordance with Tracy Municipal Code (TMC), including Chapter 2.08 of Title 2 of the TMC, and applicable state law, and to perform other legally permissible and proper duties and functions as the City Council shall from time-to-time assign. Lichtwardt shall serve at the will and pleasure of City Council, pursuant to the terms and limitations of this Agreement.

B. Employee shall be the administrative head of the Employer and faithfully perform the City Manager's lawfully prescribed and assigned duties with reasonable care, diligence, skill, and expertise in compliance with all applicable, lawful governing body directives; state, local, and federal laws; and Employer policies, rules, and ordinances as they exist or may hereafter be amended.

C. Except as may be provided otherwise by applicable law, regulation, or Employer's agreement with any other person, Employee shall have the ultimate supervisory and managerial authority and responsibility to hire, direct, assign, reassign, evaluate, change the terms and conditions of employment, and terminate the employment of all other employees of Employer consistent with the policies of the governing body and the ordinances of the Employer, which authority may be delegated by Employee to such other employees as Employee deems appropriate.

D. Except as may be provided otherwise by applicable law, regulation, or Employer's agreement with any other person, Employee shall have the authority to establish internal regulations, rules, and procedures which the Employee deems necessary for the efficient and effective operation of the Employer.

E. Employee shall attend and be permitted to attend, whether personally or through a designee of Employee's choosing, all meetings of Employer's governing body, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement, or any amendment thereto, or the Employee's evaluation, unless otherwise provided by applicable law, regulation, or Employer's agreement with any other person.

F. Employer agrees to promptly communicate and provide Employee a reasonable opportunity to cure all substantive criticisms, complaints, and suggestions with respect to Employee's performance of services pursuant to this Agreement.

G. Except as may be provided otherwise by applicable law, regulation, or this Agreement, Employee shall carry out Employer's lawful policy directives, goals, and objectives, as communicated to Employee by Employer's governing body.

Section 2. Term.

Except as otherwise stated in this Agreement, the term of this Agreement shall be effective on December 19, 2023, and shall be for an indefinite period of time. However, Employee serves at the will of City Council subject to the terms of Section 6 and 8 of this agreement. Employee may resign at any time from the City Manager position with the City provided Employee gives the Employer 30 days written notice in advance and, in which event, Employee forgoes any right to severance pay.

Section 3. Compensation and Benefits.

A. Base Salary. During the term of this Agreement, Employee shall receive a base salary of $11,406.34 bi-weekly.

B. Cost of Living Adjustments. Employer agrees to increase the base salary automatically with any Cost-of-Living Adjustments provided to other employees covered by the most currently adopted Department Head Compensation and Benefits Plan.

C. Merit Increases in Compensation. Employer may also increase the base salary and/or other benefits of Employee in the amount and to the extent as the Employer may determine that it is desirable to do so on the basis of an annual performance evaluation and salary review.

D. Heath, Disability and Life Insurance Benefits. Employee is entitled to receive the same health, disability and life insurance benefits provided to other employees covered by the most currently adopted Department Heads Compensation and Benefits Plan.

E. Car Allowance. Employee is entitled to receive a car allowance of $700 per month, prorated per pay period.

F. Cell Phone Allowance. For the duration of Lichtwardt's Employee's employment with the City, Employee shall be entitled, at Lichtwardt's option to either a Cellular Phone allowance of $660 per year, prorated and allocated per pay period, or use, for City business, of a City-owned and paid for Cellular Phone.

G. Management Benefit Plan. Employee is entitled to receive an annual Management Benefit allowance in the amount of $2,960 per calendar year to be used at Lichtwardt's discretion for job related expenses or for professional development. The monies will be prorated and allocated per pay period and may be used for a wide variety of job-related expenses, training, association memberships, computer hardware and software, conference registration and attendance, and other miscellaneous job expenses or professional development opportunities.

H. Vacation Accrual. Employee shall accrue 9.23 hours of vacation per pay period based on years of City service as contained in the most currently adopted Department Head Compensation and Benefits Plan.

I. Sick Leave Accrual. Lichtwardt shall accrue 3.69 hours of sick leave per pay period with no limit, as provided for in the most currently adopted Department Head Compensation and Benefits Plan.

J. Management Leave. It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the City, and to that end, Employee will be allowed to accrue and use Management Leave as contained in the most currently adopted Department Heads Compensation and Benefits Plan.

K. Use of Leave. Employee is entitled to accrue all leave, without limit, and if Lichtwardt's employment is terminated, either voluntarily or involuntarily, Employee shall be compensated for all unused accrued vacation leave at the rate of pay on the date of separation. Employee shall be entitled to "buy back" vacation and Management Leave in the same manner as permitted for other employees covered by the most currently adopted Department Heads Compensation and Benefits Plan.

L. Annual Executive Physical. Employer agrees to provide for the cost and time to attend an annual executive physical examination, if desired and requested.

M. Deferred Compensation. City shall contribute 5% of Employee's base salary to Employee's 401 Plan deferred compensation.

N. Benefits. Employee shall receive the same rights and benefits as those conferred to department heads in the most currently adopted Department Heads Compensation and Benefits Plan. City shall contribute to Employee's retirement in accordance with the appropriate California Public Employees' Retirement System (CalPERS) formula as required by CalPERS.

O. Professional Development. Employer expects the Employee to continue to develop the professional technical and leadership skills and knowledge necessary to serve as City Manager. To that end, Employee is expected to continue membership with the community and professional organizations included, but not limited to International City Managers Association, subject to the City Council's budget approval. Employee is expected to attend national, state or local regular conferences, trainings and other educational opportunities to continue to hone the skills consistent with the City Manager job description. The City will allow Employee reasonable time away to participate in these professional development opportunities and Employer shall pay for these training opportunities as provided for in this subsection subject to City Council's budget approval.

P. Executive Coaching. Subject to City Council review and approval, Employee may obtain a professional executive coach, who can provide professional advice, mentorship, guidance, and training to the Employee during the term of this Agreement. All costs of the executive coach shall be budgeted and paid by Employer. When seeking approval, Employee shall disclose all costs associated with executive coaching.

Section 4. Performance Evaluation.

A. It is mutually agreed that the adopted operating budget for each fiscal year generally contains the goals and objectives developed by the City. Within 90 days of the date

of this Agreement, or at some other mutually agreeable time, Lichtwardt and the City Council will meet to discuss and establish performance goals for Lichtwardt. A facilitator selected by Lichtwardt and agreeable to the City Council may facilitate the discussion. The fees for the facilitator shall be paid by the City.

B. In recognition of time served in the Interim City Manager position since May 2023, Council shall review Employee's performance in September 2024 and annually thereafter. The City Council shall provide Lichtwardt with a written performance evaluation in such format as the City Council may determine. If the City Council concludes Lichtwardt's job performance warrants a salary increase for merit, the Council may grant a merit adjustment in an amount determined by the Council, to be effective on a date determined by the Council. Such merit adjustments may be granted on one or more occasions during the term of this Agreement.

C. Unless the Employee expressly requests otherwise in writing, the evaluation of the Employee shall at all times be conducted in closed session of the governing body and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Employer or Employee from sharing the content of the Employee's evaluation with their respective legal counsel.

D. In the event the Employer deems the evaluation instrument, format, and/or procedure is to be modified by the Employer and such modifications would require new or different performance expectations, then the Employee shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

Section 5. General Business Expenses.

City agrees to budget for and to pay for professional dues and subscriptions of Lichtwardt for continuing and full participation in national, regional, state and local associations, and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement, and for the good of the City. City shall review Employee's requests for membership, professional development, and attendant travel thereto during the normal budget review process.

Section 6. Separation of Employment

A. Employee may voluntarily separate from City service by delivering a letter of resignation to the City Council not less than 30 days prior to the effective date of the resignation. This Agreement provide a 30-day notice of resignation is an additional consideration for various benefits provided herein to Employee. Employee shall be entitled to no further compensation after the date of termination.

B. For the purpose of this Agreement, termination shall occur upon the occurrence of any of the following events:

(i) The death of Employee
(ii) Loss by Employee of legal capacity
(iii) Conviction of a felony
(iv) The willful breach of material duty by the Employee in course of Employee's employment
(v) Repeated and protracted unexcused absences from the City Manager's Office and duties
(vi) Conviction of an illegal act involving personal gain to the Employee; or

(vii) Is found to have committed an unethical act involving personal gain to Employee resulting in expulsion from the International City Management Association (ICMA)

(viii) If the governing body votes to terminate the Employee at a properly posted and duly authorized meeting in accordance with the Tracy Municipal Code.

(ix) If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied to no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as a termination.

(x) If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of suggestion.

(xi) If a breach of contract, declared by either party, is not cured within 30 days of written notice describing the conduct that constitutes a breach.

C. In the event of the termination of this Agreement for one of the causes enumerated in Paragraph B (i-vii) above, Employee is entitled to the compensation earned by Employee before the date of termination as provided for in this Agreement computed pro rata up to and including that date; Employee shall be entitled to no further compensation after the date of termination.

D. Employee may not be removed from office within a period of 120 days immediately following a general municipal election held in the City at which a member of the City Council is elected (TMC 2.08.080(b).)

E. Employee's refusal to comply with a directive that violates the ICMA Code of Ethics shall in no event serve as cause for termination.

F. Communications Upon Termination. In the event the Employer terminates the Employee for any reason or no reason, the Employer and Employee agree to undertake reasonable efforts to issue a joint press release or statement, the content of which is mutually agreeable to the Employer and Employee. The joint press release or statement shall not contain any text or information that is reasonably considered to be disparaging to either party. For purposes of this subdivision only, "party" includes City Council members in office at the time of termination and miscellaneous unrepresented executive employees. If the parties are able to agree on a joint statement, either party may verbally repeat the substance of the joint press release or statement in response to any inquiry.

Section 7: Reimbursement to CITY.

In accordance with Government Code sections 53243, 53243.1 and 53243.2:

A. If EMPLOYEE is placed on paid administrative leave pending an investigation, EMPLOYEE shall reimburse the pay to CITY if EMPLOYEE is subsequently convicted of a crime involving the abuse of EMPLOYEE's office or position;

B. If CITY pays for EMPLOYEE's legal criminal defense, EMPLOYEE shall fully reimburse the funds to the CITY if EMPLOYEE is subsequently convicted of a crime involving an abuse of EMPLOYEE'S office or position; and

C. If this Agreement is terminated, any cash settlement related to the termination that EMPLOYEE may receive from CITY must be fully reimbursed to CITY if EMPLOYEE

is subsequently convicted of a crime involving an abuse of EMPLOYEE's office or position.

Section 8: Severance.

If EMPLOYEE involuntarily resigns or is terminated by the City Council for reasons other than those enumerated in Sections 6 (A) or (B i-vii) above, Employee is entitled to nine months of severance pay.

For the purpose of this Agreement, "severance" shall include base salary, CITY's contribution toward health benefit premiums, city paid life insurance premium and employer CalPERS retirement contributions subject to the limitations in Government Code Sections 53260 and 53261. The severance pay shall be paid in a lump sum payment to Employee by the City within 15 working days after the effective date of Employee's involuntary resignation or termination. As a prerequisite for City paying severance pay, Employee shall sign and deliver to City a separation agreement approved by City.

Section 9: General Provisions

A. Indemnification. City shall defend, save harmless, and indemnity Employee against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager, City will compromise and settle any such claim or suit and pay the amount of any settlement or judgement rendered. It is expressly understood that the City is not responsible for any awards involving punitive damages.

B. Bonding. City shall bear the full cost of any fidelity or other bonds required of the Employee under Title 2 of the Tracy Municipal Code.

C. Notices. Notices under this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CITY OF TRACY – EMPLOYER

City Council of the City of Tracy
Attention: Mayor
333 Civic Center Plaza
Tracy, CA 95376

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

MIDORI LICHTWARDT - EMPLOYEE

Midori Lichtwardt
(Address on File)

Alternatively, notices required under this Agreement may be personally served in the same manner as is applicable to civil judicial practices.

D. Entire Agreement. This Agreement sets forth and establishes the entire understanding between the CITY and EMPLOYEE relating to the employment of EMPLOYEE by the CITY. Any prior discussions or representations by or between the parties are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise,

have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding.

E. Amendments. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. The amendments shall be incorporated and made a part of this Agreement.

F. Heirs. This Agreement is binding upon and inures to the benefit of the heirs at law and executors of EMPLOYEE. If the EMPLOYEE dies prior to the expiration of the term of employment, any monies that may be due EMPLOYEE from CITY under this Agreement as of the date of EMPLOYEE's death shall be paid to EMPLOYEE's executors, administrators, heirs, personal representatives, successors, and assigns.

G. Severability. If any provision or portion of this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be deemed severable and shall not be affected but shall remain in effect.

H. Written Materials. All written, printed, and electronic materials used by EMPLOYEE in performing duties for CITY are and shall remain the property of CITY. Upon termination of employment, EMPLOYEE shall return such material to CITY.

I. Waiver. The parties shall not be deemed to have waived any of their respective rights under this Agreement unless the waiver is in writing and signed by such waiving party.

J. Representation by Counsel. Lichtwardt and City acknowledge that they each did, or had the opportunity to, consult with legal counsel of their respective choices with respect to the subject matter of this Agreement prior to signing it.

K. Applicable Law. This Agreement is signed and delivered in the State of California and the rights and obligations of the parties under this Agreement shall be construed and enforced in accordance with the laws of the State of California.

L. Interpretation. This Agreement is deemed to have been drafted jointly by the parties to this Agreement. Any uncertainty or ambiguity shall not be construed for or against any party based upon attribution of drafting to any party.

M. Counterparts. This Agreement may be executed in several counterparts and shall be admissible in counterparts. All executed copies are duplicate originals and are equally admissible in evidence.

CITY OF TRACY (EMPLOYER)	MIDORI LICHTWARDT (EMPLOYEE)
_____	M Lichtwardt
Nancy Young, Mayor	Midori Lichtwardt
Dated: _____	Dated: 12/08/2023

ATTEST:

_____
Adrianne Richardson, City Clerk

Dated: _____

APPROVED AS TO FORM:

_____
Bijal M. Patel, City Attorney

Dated: _____

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

INTRODUCED BY CITY COUNCIL

APPOINTING MIDORI LICHTWARDT AS THE NEW CITY MANAGER, EFFECTIVE DECEMBER 19, 2023, AND APPROVING AN AT-WILL EMPLOYMENT AGREEMENT BETWEEN MS. LICHTWARDT AND THE CITY OF TRACY FOR A BI-WEEKLY SALARY OF $11,406.34

WHEREAS, the City Council appointed Midori Lichtwardt to serve as Interim City Manager effective May 30, 2023; and

WHEREAS, Prior to her appointment, Ms. Lichtwardt was the City's Assistant City Manager and has been employed with the City of Tracy for over 20 years; and

WHEREAS, The City Council desires to appoint Ms. Lichtwardt as the new City Manager of the City of Tracy and enter into an at-will employment agreement for a bi-weekly salary of $11,406.34, along with the terms and conditions set forth in the Employment Agreement between Midori Lichtwardt and the City of Tracy attached hereto as **Attachment A** and made a part hereof ("Employment Agreement"); and

WHEREAS, Ms. Lichtwardt desires to be employed by the City of Tracy as its City Manager subject to the terms and conditions set forth in the Employment Agreement; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby appoints Midori Lichtwardt as the City Manager, effective December 19, 2023: and be it

FURTHER RESOLVED, That the City Council approves the At-Will Employment Agreement between Midori Lichtwardt set forth in **Attachment A**.

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

The foregoing Resolution 2023- was adopted by the Tracy City Council on 19th day of December 2023 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

December 19, 2023

Agenda Item 3.D

ADOPTING A RESOLUTION AUTHORIZING: 1) AMENDMENTS TO THE EMPLOYMENT AGREEMENT DATED APRIL 5, 2022, BETWEEN BIJAL PATEL AND THE CITY OF TRACY, TO REFLECT AN INCREASE IN BI-WEEKLY BASE SALARY FROM $9,882.28 TO $10,761.81 FOR MERIT AND EQUITY ADJUSTMENTS AND OTHER TERM MODIFICATIONS, AND 2) AMENDING THE MASTER SALARY SCHEDULE RELATING TO THE CITY ATTORNEY TO REFLECT SUCH AMENDMENT

On April 5, 2022, the City Council appointed Bijal Patel to serve as the City Attorney for the City of Tracy, and the parties entered into an Employment Agreement. The Employment Agreement required the parties to establish agreed upon performance goals within 90 days of its effective date. For various reasons, such goals were not established, and Employee has not received an annual performance evaluation or salary increase, as provided to other employees of the City and required under the Agreement. The parties have agreed to amend the terms of the Agreement to modify the date by which the performance goals shall be established, reflect a retroactive salary increase, and modify other terms to better align the Agreement with the employment agreement between the City and its other appointed official, the City Manager.

Based on the determination of outstanding performance, the City Council directed the preparation of an amendment of the Employment Agreement to reflect a base salary increase representing a 5% merit increase and 3.9% market equity adjustment, retroactively to April 23, 2023 (the first annual period), from $9,882.28 to $10,761.81 biweekly. The proposed Amendment also reflects a new date by which the parties must establish agreed upon performance goals and additional terms that parallel provisions in the City Manager's employment agreement.

The Public Employees' Retirement Law governs the California Public Employees Retirement System (CalPERS) codified in Title 2 of the California Code of Regulations. Section 570.5 of the California Code of Regulations requires the City Council to approve the rate of pay or classification titles in a public available pay schedule for employees who are members of CalPERS. State law requires that the City Council approve a Master Salary Schedule reflecting the salaries of all personnel.

Funding for the City Attorney's salary and benefits is included in the adopted FY2023-24 operating budget. Sufficient funds exist in the City Attorney's budget to cover the increase in salary as a result of salary savings from vacancies within the department.

Attachments:

A – Amendment to Employment Agreement for Bijal Patel
B – DRAFT Master Salary Schedule Effective 12/17/2023

ATTACHMENT A

AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN BIJAL PATEL AND THE CITY OF TRACY

This Amendment to that certain Employment Agreement dated April 25, 2022, between BIJAL PATEL ("EMPLOYEE") and the CITY OF TRACY ("CITY") (hereinafter "Agreement") is made and entered into between the parties as follows:

RECITALS:

A. The Agreement required the parties to establish agreed upon performance goals within 90 days of its effective date.

B. For various reasons, such goals were not established, and Employee has not received an annual performance evaluation or salary increase, as provided to other employees of the CITY and required under the Agreement.

C. The parties have agreed to amend the terms of the Agreement to modify the date by which the performance goals shall be established, reflect a retroactive salary increase, and modify other terms to better align the Agreement with the employment agreement between the CITY and its other appointed official, the City Manager.

TERMS:

1. **Incorporation by Reference.** This Amendment incorporates by reference the Recitals as if true and correct.

2. **Base Salary.** Section 3.A of the Agreement is hereby deleted in its entirey and replaced with the following:

   "CITY agrees to pay EMPLOYEE a biweekly base salary of $10,761.81, retroactively effective on 04/23/2023, payable in accordance with a pre-determined schedule applicable to all CITY employees."

3. **Performance Evaluation.** Section 4 of the Agreement is hereby amended as expressly stated herein, these amendments shall govern over any other inconsistent terms under the Agreement, and no other terms in Section 4 are otherwise amended.

   A. The Parties shall meet and establish performance goals and an evaluation instrument no later than April 25, 2024 (the second anniversary date of the Agreement). Once established, in the event CITY deems either the performance goals or the evaluation instrument, format, and/or procedure related to such is to be modified by CITY and such modifications would require new or different performance goals, then EMPLOYEE shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

   B. For the period commencing on April 25, 2022 until such time that agreed upon performance goals are established by the parties, the City Council may grant a merit or other salary increase to EMPLOYEE, based on any process it shall deem appropriate.

C. Unless EMPLOYEE expressly requests otherwise in writing, the evaluation of EMPLOYEE shall at all times be conducted in closed session of the governing body and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the CITY or EMPLOYEE from sharing the content of the EMPLOYEE'S evaluation with their respective legal counsel.

4. Benefits. The following new sections are hereby added to Section 3 of the Agreement:

A. A new subsection K is hereby added to read as follows:

"K. Professional Development. CITY expects the EMPLOYEE to continue to develop the professional technical and leadership skills and knowledge necessary to serve as City Attorney. To that end, EMPLOYEE is expected to continue membership with the community and professional organizations included, but not limited to the California Leage of Cities, subject to the City Council's budget approval. EMPLOYEE is expected to attend national, state or local regular conferences, trainings and other educational opportunities to continue to hone the skills consistent with the City Attorney job description. CITY will allow EMPLOYEE reasonable time away to participate in these professional development opportunities and CITY shall pay for these training opportunities as provided for in this subsection subject to City Council's budget approval."

B. A new subsection L is hereby added to read as follows:

"L. Executive Coaching. Subject to City Council review and approval, EMPLOYEE may obtain a professional executive coach, who can provide professional advice, mentorship, guidance, and training to the EMPLOYEE during the term of this Agreement. All costs of the executive coach shall be budgeted and paid by CITY. When seeking approval, EMPLOYEE shall disclose all costs associated with executive coaching."

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

6. **Modifications.** This Amendment may not be modified orally or in any manner other than by an agreement in writing signed by both parties, in accordance with the requirement of the Agreement. The terms of the Agreement which are not specifically modified by this Amendment will remain in full force and effect.

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

CITY OF TRACY (EMPLOYER)

Nancy Young, Mayor

BIJAL PATEL (EMPLOYEE)

Bijal Patel

Dated:_____

Dated: December 14, 2023

ATTEST:

_____
Adrianne Richardson, City Clerk

Dated: _____

APPROVED AS TO FORM:

_____
Jeffrey Crosswhite, Assistant City Attorney

Dated: _____

ATTACHMENT B

DRAFT Effective 12/17/2023

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4112	Account Clerk	TTSSEA	A	2,252.78	4,881.02	58,572.28	28.1598
			B	2,365.43	5,125.10	61,501.18	29.5679
			C	2,483.69	5,381.33	64,575.94	31.0461
			D	2,607.88	5,650.41	67,804.88	32.5985
			E	2,738.28	5,932.94	71,195.28	34.2285
3106	Accountant*	TMMBU	A	3,541.91	7,674.14	92,089.66	44.2739
			B	3,719.01	8,057.86	96,694.26	46.4876
			C	3,904.96	8,460.75	101,528.96	48.8120
			D	4,100.19	8,883.75	106,604.94	51.2524
			E	4,305.21	9,327.96	111,935.46	53.8151
2520	Accounting Manager*	CONF	A	5,120.40	11,094.20	133,130.40	64.0050
			B	5,376.42	11,648.91	139,786.92	67.2053
			C	5,645.25	12,231.38	146,776.50	70.5656
			D	5,927.52	12,842.96	154,115.52	74.0940
			E	6,223.91	13,485.14	161,821.66	77.7989
4201	Accounting Technician	TTSSEA	A	2,770.48	6,002.71	72,032.48	34.6310
			B	2,909.02	6,302.88	75,634.52	36.3628
			C	3,054.46	6,618.00	79,415.96	38.1808
			D	3,207.20	6,948.93	83,387.20	40.0900
			E	3,367.57	7,296.40	87,556.82	42.0946
4102	Administrative Assistant	TTSSEA	A	2,242.82	4,859.44	58,313.32	28.0353
			B	2,354.95	5,102.39	61,228.70	29.4369
			C	2,472.71	5,357.54	64,290.46	30.9089
			D	2,596.33	5,625.38	67,504.58	32.4541
			E	2,726.14	5,906.64	70,879.64	34.0768
8102	Administrative Assistant - Confidential	CONF	A	2,298.43	4,979.93	59,759.18	28.7304
			B	2,413.34	5,228.90	62,746.84	30.1668
			C	2,534.01	5,490.36	65,884.26	31.6751
			D	2,660.73	5,764.89	69,178.69	33.2591
			E	2,793.75	6,053.13	72,637.50	34.9219
4107	Administrative Technician	TTSSEA	A	2,770.48	6,002.71	72,032.48	34.6310
			B	2,909.02	6,302.88	75,634.52	36.3628
			C	3,054.46	6,618.00	79,415.96	38.1808
			D	3,207.20	6,948.93	83,387.20	40.0900
			E	3,367.57	7,296.40	87,556.82	42.0946
3510	Airport Manager*	TMMBU	A	3,595.32	7,789.86	93,478.32	44.9415
			B	3,775.07	8,179.32	98,151.82	47.1884
			C	3,963.82	8,588.28	103,059.32	49.5478
			D	4,162.00	9,017.67	108,212.00	52.0250
			E	4,370.10	9,468.55	113,622.60	54.6263
5522	Animal Services Aide	TEAMSTERS	A	1,537.34	3,330.90	39,970.84	19.2168
			B	1,614.21	3,497.46	41,969.46	20.1776
			C	1,694.94	3,672.37	44,068.44	21.1868
			D	1,779.67	3,855.95	46,271.42	22.2459
			E	1,868.65	4,048.74	48,584.90	23.3581

Employees marked with an * (asterisk) are salaried

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3620	Animal Services Manager*	TMMBU	A	3,862.14	8,367.97	100,415.64	48.2768
			B	4,055.25	8,786.38	105,436.50	50.6906
			C	4,258.02	9,225.71	110,708.52	53.2253
			D	4,470.91	9,686.97	116,243.66	55.8864
			E	4,694.46	10,171.33	122,055.96	58.6808
5521	Animal Services Officer I	TEAMSTERS	A	2,139.68	4,635.97	55,631.68	26.7460
			B	2,246.63	4,867.70	58,412.38	28.0829
			C	2,358.95	5,111.06	61,332.70	29.4869
			D	2,476.90	5,366.62	64,399.40	30.9613
			E	2,600.77	5,635.00	67,620.02	32.5096
5523	Animal Services Officer II	TEAMSTERS	A	2,354.12	5,100.59	61,207.12	29.4265
			B	2,471.81	5,355.59	64,267.06	30.8976
			C	2,595.43	5,623.43	67,481.18	32.4429
			D	2,725.19	5,904.58	70,854.94	34.0649
			E	2,861.46	6,199.83	74,397.96	35.7683
3621	Animal Services Supervisor	TMMBU	A	2,861.74	6,200.44	74,405.24	35.7718
		NON EXEMPT	B	3,004.83	6,510.47	78,125.58	37.5604
			C	3,155.06	6,835.96	82,031.56	39.4383
			D	3,312.82	7,177.78	86,133.32	41.4103
			E	3,478.46	7,536.66	90,439.96	43.4808
2573	Assistant City Attorney*	CONF	A	6,518.51	14,123.44	169,481.26	81.4814
			B	6,844.42	14,829.58	177,954.92	85.5553
			C	7,186.65	15,571.08	186,852.90	89.8331
			D	7,545.98	16,349.62	196,195.48	94.3248
			E	7,923.27	17,167.09	206,005.02	99.0409
3338	Assistant City Engineer*	TMMBU	A	5,488.81	11,892.42	142,709.06	68.6101
			B	5,777.70	12,518.35	150,220.20	72.2213
			C	6,081.79	13,177.21	158,126.54	76.0224
			D	6,401.89	13,870.76	166,449.14	80.0236
			E	6,738.82	14,600.78	175,209.32	84.2353
1502	Assistant City Manager*	DH	Min	9,494.97	20,572.43	246,869.12	118.6871
			Max	10,183.22	22,063.64	264,763.71	127.2903
2682	Assistant Director DES*	CONF	A	6,225.58	13,488.76	161,865.08	77.8198
			B	6,536.85	14,163.18	169,958.10	81.7106
			C	6,863.69	14,871.33	178,455.95	85.7961
			D	7,206.86	15,614.86	187,378.36	90.0858
			E	7,567.21	16,395.62	196,747.46	94.5901
2681	Assistant Director DES/City Engineer*	CONF	A	6,522.39	14,131.85	169,582.14	81.5299
			B	6,848.51	14,838.44	178,061.26	85.6064
			C	7,190.94	15,580.37	186,964.44	89.8868
			D	7,550.48	16,359.37	196,312.48	94.3810
			E	7,928.03	17,177.40	206,128.78	99.1004
2635	Assistant Director Operations*	CONF	A	6,225.58	13,488.76	161,865.08	77.8198
			B	6,536.85	14,163.18	169,958.10	81.7106
			C	6,863.69	14,871.33	178,455.95	85.7961
			D	7,206.86	15,614.86	187,378.36	90.0858
			E	7,567.21	16,395.62	196,747.46	94.5901
2636	Assistant Director Utilities*	CONF	A	6,225.58	13,488.76	161,865.08	77.8198
			B	6,536.85	14,163.18	169,958.10	81.7106
			C	6,863.69	14,871.33	178,455.95	85.7961
			D	7,206.86	15,614.86	187,378.36	90.0858
			E	7,567.21	16,395.62	196,747.46	94.5901

Employees marked with an * (asterisk) are salaried

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3302	Assistant Engineer*	TMMBU	A	3,768.30	8,164.65	97,975.80	47.1038
			B	3,956.69	8,572.83	102,873.94	49.4586
			C	4,154.53	9,001.48	108,017.78	51.9316
			D	4,362.26	9,451.56	113,418.76	54.5283
			E	4,580.38	9,924.16	119,089.88	57.2548
5232	Assistant Planner	TEAMSTERS	A	3,073.73	6,659.75	79,916.98	38.4216
			B	3,227.42	6,992.74	83,912.92	40.3428
			C	3,388.79	7,342.38	88,108.54	42.3599
			D	3,558.23	7,709.50	92,513.98	44.4779
			E	3,736.14	8,094.97	97,139.64	46.7018
2580	Assistant to the City Manager*	CONF	A	5,120.40	11,094.20	133,130.40	64.0050
			B	5,376.42	11,648.91	139,786.92	67.2053
			C	5,645.25	12,231.38	146,776.50	70.5656
			D	5,927.52	12,842.96	154,115.52	74.0940
			E	6,223.91	13,485.14	161,821.66	77.7989
3333	Associate Engineer*	TMMBU	A	4,159.68	9,012.64	108,151.68	51.9960
			B	4,367.64	9,463.22	113,558.64	54.5955
			C	4,586.04	9,936.42	119,237.04	57.3255
			D	4,815.33	10,433.22	125,198.58	60.1916
			E	5,056.09	10,954.86	131,458.34	63.2011
3303	Associate Civil Engineer*	TMMBU	A	4,159.68	9,012.64	108,151.68	51.9960
			B	4,367.64	9,463.22	113,558.64	54.5955
			C	4,586.04	9,936.42	119,237.04	57.3255
			D	4,815.33	10,433.22	125,198.58	60.1916
			E	5,056.09	10,954.86	131,458.34	63.2011
3202	Associate Planner*	TMMBU	A	3,520.24	7,627.19	91,526.24	44.0030
			B	3,696.25	8,008.54	96,102.50	46.2031
			C	3,881.06	8,408.96	100,907.56	48.5133
			D	4,075.12	8,829.43	105,953.12	50.9390
			E	4,278.89	9,270.93	111,251.14	53.4861
4451	Box Office Assistant	TTSSEA	A	2,020.10	4,376.88	52,522.60	25.2513
			B	2,121.12	4,595.76	55,149.12	26.5140
			C	2,227.18	4,825.56	57,906.68	27.8398
			D	2,338.52	5,066.79	60,801.52	29.2315
			E	2,455.48	5,320.21	63,842.48	30.6935
4455	Box Office Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
3104	Budget Officer*	CONF	A	4,729.91	10,248.14	122,977.66	59.1239
			B	4,966.40	10,760.53	129,126.40	62.0800
			C	5,214.71	11,298.54	135,582.46	65.1839
			D	5,475.46	11,863.50	142,361.96	68.4433
			E	5,749.24	12,456.69	149,480.24	71.8655

Employees marked with an * (asterisk) are salaried

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5211	Building Inspector I	TEAMSTERS	A	2,758.36	5,976.45	71,717.36	34.4795
			B	2,896.27	6,275.25	75,303.02	36.2034
			C	3,041.09	6,589.03	79,068.34	38.0136
			D	3,193.15	6,918.49	83,021.90	39.9144
			E	3,352.80	7,264.40	87,172.80	41.9100
5212	Building Inspector II	TEAMSTERS	A	3,522.88	7,632.91	91,594.88	44.0360
			B	3,699.04	8,014.59	96,175.04	46.2380
			C	3,883.97	8,415.27	100,983.22	48.5496
			D	4,078.18	8,836.06	106,032.68	50.9773
			E	4,282.06	9,277.80	111,333.56	53.5258
5320	Building Maintenance Worker I	TEAMSTERS	A	2,341.14	5,072.47	60,869.64	29.2643
			B	2,458.21	5,326.12	63,913.46	30.7276
			C	2,581.12	5,592.43	67,109.12	32.2640
			D	2,710.18	5,872.06	70,464.68	33.8773
			E	2,845.69	6,165.66	73,987.94	35.5711
5321	Building Maintenance Worker II	TEAMSTERS	A	2,581.18	5,592.56	67,110.68	32.2648
			B	2,710.24	5,872.19	70,466.24	33.8780
			C	2,845.75	6,165.79	73,989.50	35.5719
			D	2,988.03	6,474.07	77,688.78	37.3504
			E	3,137.45	6,797.81	81,573.70	39.2181
3341	Building Official*	TMMBU	A	5,335.89	11,561.10	138,733.14	66.6986
			B	5,602.67	12,139.12	145,669.42	70.0334
			C	5,882.82	12,746.11	152,953.32	73.5353
			D	6,176.95	13,383.39	160,600.70	77.2119
			E	6,485.81	14,052.59	168,631.06	81.0726
4501	Building Permit Technician I	TTSSEA	A	2,558.04	5,542.42	66,509.04	31.9755
			B	2,685.96	5,819.58	69,834.96	33.5745
			C	2,820.24	6,110.52	73,326.24	35.2530
			D	2,961.26	6,416.06	76,992.76	37.0158
			E	3,109.33	6,736.88	80,842.58	38.8666
4502	Building Permit Technician II	TTSSEA	A	2,820.31	6,110.67	73,328.06	35.2539
			B	2,961.33	6,416.22	76,994.58	37.0166
			C	3,109.40	6,737.03	80,844.40	38.8675
			D	3,264.88	7,073.91	84,886.88	40.8110
			E	3,428.12	7,427.59	89,131.12	42.8515
1530	Chief Innovation Officer*	DH	Min	7,107.12	15,398.76	184,785.09	88.8390
			Max	8,631.79	18,702.21	224,426.49	107.8974
1506	City Attorney*	CONTRACT		10,761.81	23,317.25	279,806.97	134.5226
3110	City Clerk*	TMMBU	A	4,840.47	10487.685	125,852.22	60.5059
			B	5,082.50	11012.083	132,145.00	63.5313
			C	5,336.62	11562.677	138,752.12	66.7078
			D	5,603.44	12140.787	145,689.44	70.0430
			E	5,883.61	12747.822	152,973.86	73.5451
1102	City Council Member*			474.93	1,029.00	12,348.00	
1501	City Manager*	CONTRACT		11,406.34	24,713.73	296,564.76	142.5793

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
1112	City Treasurer*			496.16	1,075.01	12,900.16	
9107	Clerical	LS	A				16.0425
			B				16.8446
			C				17.6870
			D				18.5712
			E				19.4997
3155	Code Compliance Analyst*	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329
5202	Code Enforcement Officer	TEAMSTERS	A	2,849.34	6,173.57	74,082.84	35.6168
			B	2,991.80	6,482.23	77,786.80	37.3975
			C	3,141.40	6,806.37	81,676.40	39.2675
			D	3,298.46	7,146.66	85,759.96	41.2308
			E	3,463.39	7,504.01	90,048.14	43.2924
3315	Community Preservation Manager*	TMMBU	A	4,159.68	9,012.64	108,151.68	51.9960
			B	4,367.64	9,463.22	113,558.64	54.5955
			C	4,586.04	9,936.42	119,237.04	57.3255
			D	4,815.33	10,433.22	125,198.58	60.1916
			E	5,056.09	10,954.86	131,458.34	63.2011
5513	Community Services Officer	TEAMSTERS	A	2,488.03	5,390.73	64,688.78	31.1004
			B	2,612.43	5,660.27	67,923.18	32.6554
			C	2,743.02	5,943.21	71,318.52	34.2878
			D	2,880.19	6,240.41	74,884.94	36.0024
			E	3,024.22	6,552.48	78,629.72	37.8028
5222	Construction Inspector I	TEAMSTERS	A	3,197.46	6,927.83	83,133.96	39.9683
			B	3,357.35	7,274.26	87,291.10	41.9669
			C	3,525.20	7,637.93	91,655.20	44.0650
			D	3,701.46	8,019.83	96,237.96	46.2683
			E	3,886.56	8,420.88	101,050.56	48.5820
5223	Construction Inspector II	TEAMSTERS	A	3,525.34	7,638.24	91,658.84	44.0668
			B	3,701.61	8,020.16	96,241.86	46.2701
			C	3,886.68	8,421.14	101,053.68	48.5835
			D	4,081.05	8,842.28	106,107.30	51.0131
			E	4,285.09	9,284.36	111,412.34	53.5636
3347	Construction Project Manager*	TMMBU	A	4,400.41	9,534.22	114,410.66	55.0051
			B	4,620.42	10,010.91	120,130.92	57.7553
			C	4,851.44	10,511.45	126,137.44	60.6430
			D	5,094.00	11,037.00	132,444.00	63.6750
			E	5,348.71	11,588.86	139,066.46	66.8589
4605	Crime Analyst	TTSSEA	A	3,022.65	6,549.08	78,588.90	37.7831
			B	3,173.78	6,876.52	82,518.28	39.6723
			C	3,332.48	7,220.37	86,644.48	41.6560
			D	3,499.11	7,581.41	90,976.86	43.7389
			E	3,674.04	7,960.42	95,525.04	45.9255

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5514	Crime Prevention Specialist	TEAMSTERS	A	2,577.21	5,583.96	67,007.46	32.2151
			B	2,706.10	5,863.22	70,358.60	33.8263
			C	2,841.41	6,156.39	73,876.66	35.5176
			D	2,983.45	6,464.14	77,569.70	37.2931
			E	3,132.62	6,787.34	81,448.12	39.1578
3622	Crime Scene Property Unit Supervisor	TMMBU Non-Exempt	A	3,077.29	6,667.46	80,009.54	38.4661
			B	3,231.15	7,000.83	84,009.90	40.3894
			C	3,392.68	7,350.81	88,209.68	42.4085
			D	3,562.31	7,718.34	92,620.06	44.5289
			E	3,740.43	8,104.27	97,251.18	46.7554
5517	Crime Scene Technician	TEAMSTERS	A	2,791.12	6,047.43	72,569.12	34.8890
			B	2,930.64	6,349.72	76,196.64	36.6330
			C	3,077.19	6,667.25	80,006.94	38.4649
			D	3,231.05	7,000.61	84,007.30	40.3881
			E	3,392.61	7,350.66	88,207.86	42.4076
1108	Cultural Arts Commissioner	Stipend of $50.00 per meeting					
3162	Cultural Arts Division Manager*	TMMBU	A	4,996.50	10,825.75	129,909.00	62.4563
			B	5,246.33	11,367.05	136,404.58	65.5791
			C	5,508.65	11,935.41	143,224.90	68.8581
			D	5,784.07	12,532.15	150,385.82	72.3009
			E	6,073.27	13,158.75	157,905.02	75.9159
4459	Cultural Arts Program Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
3524	Cultural Arts Supervisor*	TMMBU	A	3,862.14	8,367.97	100,415.64	48.2768
			B	4,055.25	8,786.38	105,436.50	50.6906
			C	4,258.02	9,225.71	110,708.52	53.2253
			D	4,470.91	9,686.97	116,243.66	55.8864
			E	4,694.46	9,338.00	112,055.96	58.6808
4461	Cultural Arts Technical Coordinator	TTSSEA	A	2,242.82	4,859.44	58,313.32	28.0353
			B	2,354.95	5,102.39	61,228.70	29.4369
			C	2,472.71	5,357.54	64,290.46	30.9089
			D	2,596.33	5,625.38	67,504.58	32.4541
			E	2,726.14	5,906.64	70,879.64	34.0768
3523	Cultural Arts Technical Supervisor*	TMMBU	A	3,206.16	6,946.68	83,360.16	40.0770
			B	3,366.48	7,294.04	87,528.48	42.0810
			C	3,534.79	7,658.71	91,904.54	44.1849
			D	3,711.54	8,041.67	96,500.04	46.3943
			E	3,897.13	8,443.78	101,325.38	48.7141
3113	Cyber Security Officer*	TMMBU	A	4,654.93	10,085.68	121,028.18	58.1866
			B	4,887.68	10,589.97	127,079.68	61.0960
			C	5,132.06	11,119.46	133,433.56	64.1508
			D	5,388.67	11,675.45	140,105.42	67.3584
			E	5,658.10	12,259.22	147,110.60	70.7263

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9552	D.A.R.E Officer	LS	A				37.6430
			B				39.5267
			C				41.5035
			D				43.5735
			E				45.7574
2571	Deputy City Attorney I*	CONF	A	5,117.85	11,088.68	133,064.10	63.9731
			B	5,373.74	11,643.10	139,717.24	67.1718
			C	5,642.44	12,225.29	146,703.44	70.5303
			D	5,924.56	12,836.55	154,038.56	74.0570
			E	6,220.77	13,478.34	161,740.02	77.7596
2572	Deputy City Attorney II*	CONF	A	5,629.64	12,197.55	146,370.64	70.3705
			B	5,911.13	12,807.45	153,689.38	73.8891
			C	6,206.69	13,447.83	161,373.94	77.5836
			D	6,517.03	14,120.23	169,442.78	81.4629
			E	6,842.87	14,826.22	177,914.62	85.5359
4116	Deputy City Clerk	TTSSEA	A	2,975.82	6,447.61	77,371.32	37.1978
			B	3,124.62	6,770.01	81,240.12	39.0578
			C	3,280.85	7,108.51	85,302.10	41.0106
			D	3,444.90	7,463.95	89,567.40	43.0613
			E	3,617.14	7,837.14	94,045.64	45.2143
1528	Director of Community and Economic Development*	DH	Min	7,107.12	15,398.76	184,785.09	88.8390
			Max	8,631.79	18,702.21	224,426.49	107.8974
1522	Director of Finance*	DH	Min	7,107.12	15,398.76	184,785.09	88.8390
			Max	8,631.79	18,702.21	224,426.49	107.8974
1518	Director of Human Resources*	DH	Min	7,107.12	15,398.76	184,785.09	88.8390
			Max	8,631.79	18,702.21	224,426.49	107.8974
1527	Director of Mobility and Housing*	DH	Min	7,107.12	15,398.76	184,785.09	88.8390
			Max	8,631.79	18,702.21	224,426.49	107.8974
1524	Director of Operations and Utilities*	DH	Min	7,617.48	16,504.53	198,054.35	95.2185
			Max	9,257.47	20,057.86	240,694.28	115.7184
1516	Director of Parks and Recreation*	DH	Min	7,107.12	15,398.76	184,785.09	88.8390
			Max	8,631.79	18,702.21	224,426.49	107.8974
3208	Economic Development Mgmt Analyst I*	TMMBU	A	3,246.98	7,035.12	84,421.48	40.5873
			B	3,409.32	7,386.86	88,642.32	42.6165
			C	3,579.80	7,756.23	93,074.80	44.7475
			D	3,758.78	8,144.02	97,728.28	46.9848
			E	3,946.72	8,551.23	102,614.72	49.3340
3209	Economic Development Mgmt Analyst II*	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329
3207	Economic Development Manager*	TMMBU	A	5,077.00	11,000.17	132,002.00	63.4625
			B	5,330.84	11,550.15	138,601.84	66.6355
			C	5,597.39	12,127.68	145,532.14	69.9674
			D	5,877.26	12,734.06	152,808.76	73.4658
			E	6,171.12	13,370.76	160,449.12	77.1390

Employees marked with an * (asterisk) are salaried

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5325	Electrician	TEAMSTERS	A	3,536.49	7,662.40	91,948.74	44.2061
			B	3,713.33	8,045.55	96,546.58	46.4166
			C	3,899.01	8,447.86	101,374.26	48.7376
			D	4,093.94	8,870.20	106,442.44	51.1743
			E	4,298.64	9,313.72	111,764.64	53.7330
5221	Engineering Technician I	TEAMSTERS	A	2,814.71	6,098.54	73,182.46	35.1839
			B	2,955.44	6,403.45	76,841.44	36.9430
			C	3,103.21	6,723.62	80,683.46	38.7901
			D	3,258.37	7,059.80	84,717.62	40.7296
			E	3,421.31	7,412.84	88,954.06	42.7664
5225	Engineering Technician II	TEAMSTERS	A	3,103.23	6,723.67	80,683.98	38.7904
			B	3,258.39	7,059.85	84,718.14	40.7299
			C	3,421.32	7,412.86	88,954.32	42.7665
			D	3,592.40	7,783.53	93,402.40	44.9050
			E	3,771.97	8,172.60	98,071.22	47.1496
3412	Environmental Compliance Analyst*	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329
5424	Environmental Compliance Technician	TEAMSTERS	A	2,558.48	5,355.92	66,520.48	31.9810
			B	2,686.40	5,623.71	69,846.40	33.5800
			C	2,820.73	5,904.90	73,338.98	35.2591
			D	2,961.76	6,200.14	77,005.76	37.0220
			E	3,109.84	6,510.15	80,855.84	38.8730
5313	Equipment Mechanic I	TEAMSTERS	A	2,586.81	5,604.76	67,257.06	32.3351
			B	2,716.14	5,884.97	70,619.64	33.9518
			C	2,851.94	6,179.20	74,150.44	35.6493
			D	2,994.53	6,488.15	77,857.78	37.4316
			E	3,144.26	6,812.56	81,750.76	39.3033
5314	Equipment Mechanic II	TEAMSTERS	A	2,851.93	6,179.18	74,150.18	35.6491
			B	2,994.54	6,488.17	77,858.04	37.4318
			C	3,144.25	6,812.54	81,750.50	39.3031
			D	3,301.47	7,153.19	85,838.22	41.2684
			E	3,466.54	7,510.84	90,130.04	43.3318
4108	Executive Assistant	TTSSEA	A	2,728.29	5,911.30	70,935.54	34.1036
			B	2,864.70	6,206.85	74,482.20	35.8088
			C	3,007.94	6,517.20	78,206.44	37.5993
			D	3,158.34	6,843.07	82,116.84	39.4793
			E	3,316.25	7,185.21	86,222.50	41.4531
8108	Executive Assistant - Confidential	CONF	A	2,795.95	6,057.89	72,694.70	34.9494
			B	2,935.76	6,360.81	76,329.76	36.6970
			C	3,082.54	6,678.84	80,146.04	38.5318
			D	3,236.65	7,012.74	84,152.90	40.4581
			E	3,398.50	7,363.42	88,361.00	42.4813
2581	Executive Assistant to City Manager	CONF	A	3,202.75	6,939.29	83,271.50	40.0344
			B	3,362.87	7,286.22	87,434.62	42.0359
			C	3,531.01	7,650.52	91,806.26	44.1376
			D	3,707.57	8,033.07	96,396.82	46.3446
			E	3,892.94	8,434.70	101,216.44	48.6618

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9635	Facility Attendant	LS	A				20.4930
			B				21.5177
			C				22.5941
			D				23.7222
			E				24.9125
3107	Financial Analyst I*	TMMBU	A	3,246.98	7,035.12	84,421.48	40.5873
			B	3,409.32	7,386.86	88,642.32	42.6165
			C	3,579.80	7,756.23	93,074.80	44.7475
			D	3,758.78	8,144.02	97,728.28	46.9848
			E	3,946.72	8,551.23	102,614.72	49.3340
3108	Financial Analyst II*	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329
3404	Fleet Supervisor*	TMMBU	A	3,742.73	8,109.25	97,310.98	46.7841
			B	3,929.84	8,514.65	102,175.84	49.1230
			C	4,126.34	8,940.40	107,284.84	51.5793
			D	4,332.64	9,387.39	112,648.64	54.1580
			E	4,549.28	9,856.77	118,281.28	56.8660
3120	GIS Analyst *	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329
4206	GIS Technician	TTSSEA	A	3,022.65	6,549.08	78,588.90	37.7831
			B	3,173.78	6,876.52	82,518.28	39.6723
			C	3,332.48	7,220.37	86,644.48	41.6560
			D	3,499.11	7,581.41	90,976.86	43.7389
			E	3,674.04	7,960.42	95,525.04	45.9255
3215	Homeless Services Manager*	TMMBU	A	4,615.45	10,000.14	120,001.70	57.6931
			B	4,846.22	10,500.14	126,001.72	60.5778
			C	5,088.54	10,941.84	131,302.04	63.6068
			D	5,342.96	11,576.41	138,916.96	66.7870
			E	5,610.10	12,155.22	145,862.60	70.1263
2511	Human Resources Analyst I*	CONF	A	3,327.51	7,209.61	86,515.26	41.5939
			B	3,493.89	7,570.10	90,841.14	43.6736
			C	3,668.57	7,948.57	95,382.82	45.8571
			D	3,852.00	8,346.00	100,152.00	48.1500
			E	4,044.60	8,763.30	105,159.60	50.5575
2512	Human Resources Analyst II*	CONF	A	3,826.53	8,290.82	99,489.78	47.8316
			B	4,017.86	8,705.36	104,464.36	50.2233
			C	4,218.74	9,140.60	109,687.24	52.7343
			D	4,429.70	9,597.68	115,172.20	55.3713
			E	4,651.19	10,077.58	120,930.94	58.1399
2562	Human Resources Manager*	CONF	A	5,120.40	11,094.20	133,130.40	64.0050
			B	5,376.42	11,648.91	139,786.92	67.2053
			C	5,645.25	12,231.38	146,776.50	70.5656
			D	5,927.52	12,842.96	154,115.52	74.0940
			E	6,223.91	13,485.14	161,821.66	77.7989

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4301	Human Resources Technician	CONF	A	2,839.20	6,151.60	73,819.20	35.4900
			B	2,981.16	6,459.18	77,510.16	37.2645
			C	3,130.22	6,782.14	81,385.72	39.1278
			D	3,286.74	7,121.27	85,455.24	41.0843
			E	3,451.07	7,477.32	89,727.82	43.1384
4204	Information Systems Technician I	TTSSEA	A	2,628.40	5,694.87	68,338.40	32.8550
			B	2,759.82	5,979.61	71,755.32	34.4978
			C	2,897.82	6,278.61	75,343.32	36.2228
			D	3,042.71	6,592.54	79,110.46	38.0339
			E	3,194.85	6,922.18	83,066.10	39.9356
4205	Information Systems Technician II	TTSSEA	A	3,022.65	6,549.08	78,588.90	37.7831
			B	3,173.78	6,876.52	82,518.28	39.6723
			C	3,332.48	7,220.37	86,644.48	41.6560
			D	3,499.11	7,581.41	90,976.86	43.7389
			E	3,674.04	7,960.42	95,525.04	45.9255
2553	Information Technology Manager*	CONF	A	5,120.40	11,094.20	133,130.40	64.0050
			B	5,376.42	11,648.91	139,786.92	67.2053
			C	5,645.25	12,231.38	146,776.50	70.5656
			D	5,927.52	12,842.96	154,115.52	74.0940
			E	6,223.91	13,485.14	161,821.66	77.7989
3111	Information Technology Specialist*	TMMBU	A	3,627.19	7,858.91	94,306.94	45.3399
			B	3,808.57	8,251.90	99,022.82	47.6071
			C	3,998.99	8,664.48	103,973.74	49.9874
			D	4,198.92	9,097.66	109,171.92	52.4865
			E	4,408.87	9,552.55	114,630.62	55.1109
5413	Instrumentation Technician	TEAMSTERS	A	3,283.44	7,114.12	85,369.44	41.0430
			B	3,447.62	7,469.84	89,638.12	43.0953
			C	3,620.01	7,843.36	94,120.26	45.2501
			D	3,800.99	8,235.48	98,825.74	47.5124
			E	3,991.04	8,647.25	103,767.04	49.8880
9108	Intern-Generalist	LS	A				21.2693
			B				22.3353
			C				23.4531
			D				24.6227
			E				25.8543
5224	Junior Engineer	TEAMSTERS	A	3,421.18	7,412.56	88,950.68	42.7648
			B	3,592.25	7,783.21	93,398.50	44.9031
			C	3,771.84	8,172.32	98,067.84	47.1480
			D	3,960.44	8,580.95	102,971.44	49.5055
			E	4,158.47	9,010.02	108,120.22	51.9809
5423	Laboratory Quality Assurance Officer*	TMMBU	A	3,103.48	6,724.21	80,690.48	38.7935
			B	3,258.68	7,060.47	84,725.68	40.7335
			C	3,421.60	7,413.47	88,961.60	42.7700
			D	3,592.67	7,784.12	93,409.42	44.9084
			E	3,772.32	8,173.36	98,080.32	47.1540

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5421	Laboratory Technician I	TEAMSTERS	A	2,554.24	5,534.19	66,410.24	31.9280
			B	2,681.92	5,810.83	69,729.92	33.5240
			C	2,816.05	6,101.44	73,217.30	35.2006
			D	2,956.84	6,406.49	76,877.84	36.9605
			E	3,104.67	6,726.79	80,721.42	38.8084
5422	Laboratory Technician II	TEAMSTERS	A	2,815.99	6,101.31	73,215.74	35.1999
			B	2,956.79	6,406.38	76,876.54	36.9599
			C	3,104.63	6,726.70	80,720.38	38.8079
			D	3,259.85	7,063.01	84,756.10	40.7481
			E	3,422.84	7,416.15	88,993.84	42.7855
3508	Landscape Architect*	TMMBU	A	4,107.34	8,899.24	106,790.84	51.3418
			B	4,312.69	9,344.16	112,129.94	53.9086
			C	4,528.32	9,811.36	117,736.32	56.6040
			D	4,754.74	10,301.94	123,623.24	59.4343
			E	4,992.50	10,817.08	129,805.00	62.4063
4109	Legal Secretary	CONF	A	3,049.63	6,607.53	79,290.38	38.1204
			B	3,202.10	6,937.88	83,254.60	40.0263
			C	3,362.22	7,284.81	87,417.72	42.0278
			D	3,530.33	7,649.05	91,788.58	44.1291
			E	3,706.85	8,031.51	96,378.10	46.3356
9636	Lifeguard	LS	A				16.0425
			B				16.8446
			C				17.6870
			D				18.5712
			E				19.4997
9303	Maintenance Aide	LS	A				18.0608
			B				18.9612
			C				19.9031
			D				20.8967
			E				21.9420
5301	Maintenance Worker I	TEAMSTERS	A	1,903.97	4,125.27	49,503.22	23.7996
			B	1,999.18	4,331.56	51,978.68	24.9898
			C	2,099.12	4,548.09	54,577.12	26.2390
			D	2,204.08	4,775.51	57,306.08	27.5510
			E	2,314.29	5,014.30	60,171.54	28.9286
5303	Maintenance Worker II	TEAMSTERS	A	2,418.40	5,239.87	62,878.40	30.2300
			B	2,539.32	5,501.86	66,022.32	31.7415
			C	2,666.27	5,776.92	69,323.02	33.3284
			D	2,799.58	6,065.76	72,789.08	34.9948
			E	2,939.56	6,369.05	76,428.56	36.7445
3151	Management Analyst I*	TMMBU	A	3,246.98	7,035.12	84,421.48	40.5873
			B	3,409.32	7,386.86	88,642.32	42.6165
			C	3,579.80	7,756.23	93,074.80	44.7475
			D	3,758.78	8,144.02	97,728.28	46.9848
			E	3,946.72	8,551.23	102,614.72	49.3340
3152	Management Analyst II*	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4463	Marketing Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
1101	Mayor*			521.08	1,129.00	13,548.00	
3527	Media Services Supervisor	TMMBU Non-Exempt	A	3,206.16	6,946.68	83,360.16	40.0770
			B	3,366.48	7,294.04	87,528.48	42.0810
			C	3,534.79	7,658.71	91,904.54	44.1849
			D	3,711.54	8,041.67	96,500.04	46.3943
			E	3,897.13	8,443.78	101,325.38	48.7141
5531	Meter Reader	TEAMSTERS	A	1,649.76	3,574.48	42,893.76	20.6220
			B	1,732.24	3,753.19	45,038.24	21.6530
			C	1,818.85	3,940.84	47,290.10	22.7356
			D	1,909.78	4,137.86	49,654.28	23.8723
			E	2,005.28	4,344.77	52,137.28	25.0660
4212	Multimedia Communications Assistant	TTSSEA	A	2,242.82	4,859.44	58,313.32	28.0353
			B	2,354.95	5,102.39	61,228.70	29.4369
			C	2,472.71	5,357.54	64,290.46	30.9089
			D	2,596.33	5,625.38	67,504.58	32.4541
			E	2,726.14	5,906.64	70,879.64	34.0768
4210	Multimedia Communications Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
4105	Office Assistant	TTSSEA	A	1,836.46	3,979.00	47,747.96	22.9558
			B	1,928.27	4,177.92	50,135.02	24.1034
			C	2,024.70	4,386.85	52,642.20	25.3088
			D	2,125.94	4,606.20	55,274.44	26.5743
			E	2,232.24	4,836.52	58,038.24	27.9030
3401	Operations Superintendent*	TMMBU	A	4,314.98	9,349.12	112,189.48	53.9373
			B	4,530.73	9,816.58	117,798.98	56.6341
			C	4,757.27	10,307.42	123,689.02	59.4659
			D	4,995.14	10,822.80	129,873.64	62.4393
			E	5,244.88	11,363.91	136,366.88	65.5610
3405	Operations Supervisor*	TMMBU	A	3,595.32	7,789.86	93,478.32	44.9415
			B	3,775.07	8,179.32	98,151.82	47.1884
			C	3,963.82	8,588.28	103,059.32	49.5478
			D	4,162.00	9,017.67	108,212.00	52.0250
			E	4,370.10	9,468.55	113,622.60	54.6263
4110	Paralegal	CEU	A	3,354.60	7,268.30	87,219.60	41.9325
			B	3,522.33	7,631.72	91,580.58	44.0291
			C	3,698.44	8,013.29	96,159.44	46.2305
			D	3,883.37	8,413.97	100,967.62	48.5421
			E	4,077.54	8,834.67	106,016.04	50.9693
1107	Parks Commissioner	Stipend of $50.00 per meeting					

Employees marked with an * (asterisk) are salaried

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3509	Parks Planning & Development Manager*	TMMBU	A	4,518.06	9,789.13	117,469.56	56.4758
			B	4,743.96	10,278.58	123,342.96	59.2995
			C	4,981.15	10,792.49	129,509.90	62.2644
			D	5,230.22	11,332.14	135,985.72	65.3778
			E	5,491.75	11,898.79	142,785.50	68.6469
3507	Parks Project Coordinator*	TMMBU	A	3,571.07	7,737.32	92,847.82	44.6384
			B	3,749.63	8,124.20	97,490.38	46.8704
			C	3,937.12	8,530.43	102,365.12	49.2140
			D	4,133.98	8,956.96	107,483.48	51.6748
			E	4,340.67	9,404.79	112,857.42	54.2584
3306	Plan Check Engineer*	TMMBU	A	5,000.39	10,834.18	130,010.14	62.5049
			B	5,250.40	11,375.87	136,510.40	65.6300
			C	5,512.93	11,944.68	143,336.18	68.9116
			D	5,788.58	12,541.92	150,503.08	72.3573
			E	6,078.01	13,169.02	158,028.26	75.9751
5214	Plan Examiner I	TEAMSTERS	A	3,438.34	7,449.74	89,396.84	42.9793
			B	3,610.30	7,822.32	93,867.80	45.1288
			C	3,790.80	8,213.40	98,560.80	47.3850
			D	3,980.32	8,624.03	103,488.32	49.7540
			E	4,179.36	9,055.28	108,663.36	52.2420
5215	Plan Examiner II	TEAMSTERS	A	3,790.86	8,213.53	98,562.36	47.3858
			B	3,980.44	8,624.29	103,491.44	49.7555
			C	4,179.44	9,055.45	108,665.44	52.2430
			D	4,388.41	9,508.22	114,098.66	54.8551
			E	4,607.86	9,983.70	119,804.36	57.5983
1106	Planning Commissioner	Stipend of $50.00 per meeting					
4506	Planning Technician	TTSSEA	A	2,770.48	6,002.71	72,032.48	34.6310
			B	2,909.02	6,302.88	75,634.52	36.3628
			C	3,054.46	6,618.00	79,415.96	38.1808
			D	3,207.20	6,948.93	83,387.20	40.0900
			E	3,367.57	7,296.40	87,556.82	42.0946
6212	Police Captain*	TPMA	A	6,293.51	13,635.94	163,631.26	78.6689
			B	6,608.20	14,317.77	171,813.20	82.6025
			C	6,938.59	15,033.61	180,403.34	86.7324
			D	7,285.52	15,785.29	189,423.52	91.0690
			E	7,649.84	16,574.65	198,895.84	95.6230
1513	Police Chief*	DH	Min	8,092.43	17,533.60	210,403.16	101.1554
			Max	9,836.43	21,312.27	255,747.28	122.9554
4603	Police Community Relations Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
6103	Police Corporal	TPOA	A	4,000.03	8,666.73	104,000.78	50.0004
			B	4,200.04	9,100.09	109,201.04	52.5005
			C	4,410.04	9,555.09	114,661.04	55.1255
			D	4,630.56	10,032.88	120,394.56	57.8820
			E	4,862.09	10,534.53	126,414.34	60.7761

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4604	Police Homeless Outreach Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
9501	Police Intern/Parking Enforcement Officer	LS	A				20.1825
			B				21.1968
			C				22.2525
			D				23.3600
			E				24.5295
6211	Police Lieutenant*	TPMA	A	5,446.86	11,801.57	141,618.88	68.0860
			B	5,719.22	12,391.64	148,699.72	71.4903
			C	6,005.19	13,011.25	156,134.94	75.0649
			D	6,305.45	13,661.81	163,941.70	78.8181
			E	6,620.72	14,344.89	172,138.72	82.7590
6102	Police Officer	TPOA	A	3,636.39	7,878.85	94,546.14	45.4549
			B	3,818.21	8,272.79	99,273.46	47.7276
			C	4,009.12	8,686.43	104,237.12	50.1140
			D	4,209.60	9,120.80	109,449.60	52.6200
			E	4,420.08	9,576.84	114,922.08	55.2510
9517	Police Range Master	LS	A				32.2610
			B				33.8756
			C				35.5626
			D				37.3428
			E				39.2058
4103	Police Records Assistant I	TTSSEA	A	2,276.59	4,932.61	59,191.34	28.4574
			B	2,390.43	5,179.27	62,151.18	29.8804
			C	2,509.96	5,438.25	65,258.96	31.3745
			D	2,635.43	5,710.10	68,521.18	32.9429
			E	2,767.21	5,995.62	71,947.46	34.5901
4104	Police Records Assistant II	TTSSEA	A	2,509.92	5,438.16	65,257.92	31.3740
			B	2,635.43	5,710.10	68,521.18	32.9429
			C	2,767.17	5,995.54	71,946.42	34.5896
			D	2,905.53	6,295.32	75,543.78	36.3191
			E	3,050.82	6,610.11	79,321.32	38.1353
3626	Police Records Supervisor*	TMMBU	A	3,263.13	7,070.12	84,841.38	40.7891
			B	3,426.30	7,423.65	89,083.80	42.8288
			C	3,597.60	7,794.80	93,537.60	44.9700
			D	3,777.49	8,184.56	98,214.74	47.2186
			E	3,966.35	8,593.76	103,125.10	49.5794
9551	Police Reserve	LS	A				41.9693
6105	Police Sergeant	TPOA	A	4,494.22	9,737.48	116,849.72	56.1778
			B	4,718.96	10,224.41	122,692.96	58.9870
			C	4,954.92	10,735.66	128,827.92	61.9365
			D	5,202.66	11,272.43	135,269.16	65.0333
			E	5,462.78	11,836.02	142,032.28	68.2848
2712	Police Support Operations Manager*	CONF	A	5,795.56	12,557.05	150,684.56	72.4445
			B	6,085.34	13,184.90	158,218.84	76.0668
			C	6,389.59	13,844.11	166,129.34	79.8699
			D	6,709.07	14,536.32	174,435.82	83.8634
			E	7,044.53	15,263.15	183,157.78	88.0566

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4701	Police Support Services Technician	TTSSEA	A	2,770.48	6,002.71	72,032.48	34.6310
			B	2,909.02	6,302.88	75,634.52	36.3628
			C	3,054.46	6,618.00	79,415.96	38.1808
			D	3,207.20	6,948.93	83,387.20	40.0900
			E	3,367.57	7,296.40	87,556.82	42.0946
6101	Police Trainee (Non-Sworn)	TPOA	A	3,161.98	6,850.96	82,211.48	39.5248
9638	Pool Manager	LS	A				22.0559
			B				23.1633
			C				24.3122
			D				25.5335
			E				26.8065
9533	Professional Standards Officer	LS	A				53.7683
			B				56.4593
			C				59.2848
			D				62.2449
			E				65.3603
9110	Program Assistant	LS	Min				16.0425
			Max				26.7237
9231	Project Specialist I	LS	Min				16.0425
			Max				51.7604
9232	Project Specialist II	LS	Min				51.7707
			Max				145.9247
5518	Property and Evidence Technician	TEAMSTERS	A	2,455.21	5,319.62	63,835.46	30.6901
			B	2,577.96	5,585.58	67,026.96	32.2245
			C	2,706.87	5,864.89	70,378.62	33.8359
			D	2,842.21	6,158.12	73,897.46	35.5276
			E	2,984.31	6,466.01	77,592.06	37.3039
2585	Public Information Officer*	CONF	A	3,826.53	8,290.82	99,489.78	47.8316
			B	4,017.86	8,705.36	104,464.36	50.2233
			C	4,218.74	9,140.60	109,687.24	52.7343
			D	4,429.70	9,597.68	115,172.20	55.3713
			E	4,651.19	10,077.58	120,930.94	58.1399
3623	Public Safety Dispatch Supervisor*	TMMBU	A	3,786.70	8,204.52	98,454.20	47.3338
			B	3,976.03	8,614.73	103,376.78	49.7004
			C	4,174.85	9,045.51	108,546.10	52.1856
			D	4,383.58	9,497.76	113,973.08	54.7948
			E	4,602.77	9,972.67	119,672.02	57.5346
5502	Public Safety Dispatcher I	TEAMSTERS	A	2,836.48	6,145.71	73,748.48	35.4560
			B	2,978.29	6,452.96	77,435.54	37.2286
			C	3,127.20	6,775.60	81,307.20	39.0900
			D	3,283.56	7,114.38	85,372.56	41.0445
			E	3,447.76	7,470.15	89,641.76	43.0970
5503	Public Safety Dispatcher II	TEAMSTERS	A	3,120.87	6,761.89	81,142.62	39.0109
			B	3,276.90	7,099.95	85,199.40	40.9613
			C	3,440.75	7,454.96	89,459.50	43.0094
			D	3,612.78	7,827.69	93,932.28	45.1598
			E	3,793.43	8,219.10	98,629.18	47.4179

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9512	Public Safety Dispatcher II - Per Diem	LS	A				34.2689
			B				35.9870
			C				37.7879
			D				39.6716
			E				41.6588
3214	Real Property Agent*	TMMBU	A	3,571.07	7,737.32	92,847.82	44.6384
			B	3,749.63	8,124.20	97,490.38	46.8704
			C	3,937.12	8,530.43	102,365.12	49.2140
			D	4,133.98	8,956.96	107,483.48	51.6748
			E	4,340.67	9,404.79	112,857.42	54.2584
9631	Recreation Leader I	LS	A				16.0425
			B				16.8446
			C				17.6870
			D				18.5712
			E				19.4997
9632	Recreation Leader II	LS	A				19.4477
			B				20.4206
			C				21.4452
			D				22.5113
			E				23.6394
9633	Recreation Leader III	LS	A				22.0559
			B				23.1633
			C				24.3122
			D				25.5335
			E				26.8065
4401	Recreation Program Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
3513	Recreation Services Manager*	TMMBU	A	4,248.32	9,204.69	110,456.32	53.1040
			B	4,460.76	9,664.98	115,979.76	55.7595
			C	4,683.79	10,148.21	121,778.54	58.5474
			D	4,917.99	10,655.65	127,867.74	61.4749
			E	5,163.88	11,188.41	134,260.88	64.5485
3505	Recreation Services Supervisor*	TMMBU	A	3,862.13	8,367.95	100,415.38	48.2766
			B	4,055.24	8,786.35	105,436.24	50.6905
			C	4,258.01	9,225.69	110,708.26	53.2251
			D	4,470.90	9,686.95	116,243.40	55.8863
			E	4,694.44	10,171.29	122,055.44	58.6805
9626	Recreation Specialized Instructor	LS	Min				16.0425
			Max				55.0724
4113	Senior Account Clerk	TTSSEA	A	2,483.08	5,380.01	64,560.08	31.0385
			B	2,607.23	5,649.00	67,787.98	32.5904
			C	2,737.60	5,931.47	71,177.60	34.2200
			D	2,874.48	6,228.04	74,736.48	35.9310
			E	3,018.19	6,539.41	78,472.94	37.7274

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3105	Senior Accountant*	TMMBU	A	4,013.46	8,695.83	104,349.96	50.1683
			B	4,214.15	9,130.66	109,567.90	52.6769
			C	4,424.85	9,587.18	115,046.10	55.3106
			D	4,646.10	10,066.55	120,798.60	58.0796
			E	4,878.41	10,569.89	126,838.66	60.9801
4202	Senior Accounting Technician	TTSSEA	A	3,219.81	6,976.26	83,715.06	40.2476
			B	3,380.81	7,325.09	87,901.06	42.2601
			C	3,549.86	7,691.36	92,296.36	44.3733
			D	3,727.36	8,075.95	96,911.36	46.5920
			E	3,913.74	8,479.77	101,757.24	48.9218
5323	Senior Building Maintenance Worker	TEAMSTERS	A	2,845.55	6,165.36	73,984.30	35.5694
			B	2,987.81	6,473.59	77,683.06	37.3476
			C	3,137.19	6,797.25	81,566.94	39.2149
			D	3,294.07	7,137.15	85,645.82	41.1759
			E	3,458.79	7,494.05	89,928.54	43.2349
3304	Senior Civil Engineer*	TMMBU	A	5,000.52	10,834.46	130,013.52	62.5065
			B	5,250.54	11,376.17	136,514.04	65.6318
			C	5,513.08	11,945.01	143,340.08	68.9135
			D	5,788.73	12,542.25	150,506.98	72.3591
			E	6,078.17	13,169.37	158,032.42	75.9771
5315	Senior Equipment Mechanic	TEAMSTERS	A	3,137.15	6,797.16	81,565.90	39.2144
			B	3,293.99	7,136.98	85,643.74	41.1749
			C	3,458.69	7,493.83	89,925.94	43.2336
			D	3,631.62	7,868.51	94,422.12	45.3953
			E	3,813.20	8,261.93	99,143.20	47.6650
4208	Senior Information Systems Technician	TTSSEA	A	3,324.91	7,203.97	86,447.66	41.5614
			B	3,491.16	7,564.18	90,770.16	43.6395
			C	3,665.72	7,942.39	95,308.72	45.8215
			D	3,849.01	8,339.52	100,074.26	48.1126
			E	4,041.45	8,756.48	105,077.70	50.5181
9637	Senior Lifeguard	LS	A				19.4477
			B				20.4206
			C				21.4452
			D				22.5113
			E				23.6394
5305	Senior Maintenance Worker	TEAMSTERS	A	2,662.40	5,768.53	69,222.40	33.2800
			B	2,795.50	6,056.92	72,683.00	34.9438
			C	2,935.25	6,359.77	76,317.28	36.6910
			D	3,082.05	6,677.78	80,133.30	38.5256
			E	3,236.14	7,011.64	84,139.64	40.4518
3203	Senior Planner*	TMMBU	A	4,286.61	9,287.66	111,451.86	53.5826
			B	4,500.94	9,752.04	117,024.44	56.2618
			C	4,726.00	10,239.67	122,876.00	59.0750
			D	4,962.30	10,751.65	129,019.80	62.0288
			E	5,210.41	11,289.22	135,470.66	65.1301
4410	Senior Police Records Assistant	TTSSEA	A	2,767.22	5,995.64	71,947.72	34.5903
			B	2,905.61	6,295.49	75,545.86	36.3201
			C	3,050.85	6,610.18	79,322.10	38.1356
			D	3,203.40	6,940.70	83,288.40	40.0425
			E	3,363.56	7,287.71	87,452.56	42.0445

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City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5520	Senior Property & Evidence Technician	TEAMSTERS	A	2,700.72	5,851.56	70,218.72	33.7590
			B	2,835.76	6,144.15	73,729.76	35.4470
			C	2,977.55	6,451.36	77,416.30	37.2194
			D	3,126.42	6,773.91	81,286.92	39.0803
			E	3,282.74	7,112.60	85,351.24	41.0343
5504	Senior Public Safety Dispatcher	TEAMSTERS	A	3,440.60	7,454.63	89,455.60	43.0075
			B	3,612.64	7,827.39	93,928.64	45.1580
			C	3,793.26	8,218.73	98,624.76	47.4158
			D	3,982.93	8,629.68	103,556.18	49.7866
			E	4,182.10	9,061.22	108,734.60	52.2763
5356	Senior Utilities Worker	TEAMSTERS	A	2,796.02	6,058.04	72,696.52	34.9503
			B	2,935.69	6,360.66	76,327.94	36.6961
			C	3,082.40	6,678.53	80,142.40	38.5300
			D	3,236.99	7,013.48	84,161.74	40.4624
			E	3,397.75	7,361.79	88,341.50	42.4719
9109	Summer Student Intern	LS					16.0425
3343	Supervising Building Inspector*	TMMBU	A	4,107.34	8,899.24	106,790.84	51.3418
			B	4,312.69	9,344.16	112,129.94	53.9086
			C	4,528.32	9,811.36	117,736.32	56.6040
			D	4,754.74	10,301.94	123,623.24	59.4343
			E	4,992.50	10,817.08	129,805.00	62.4063
3345	Supervising Construction Inspector	TMMBU Non-Exempt	A	4,000.37	8,667.47	104,009.62	50.0046
			B	4,200.38	9,100.82	109,209.88	52.5048
			C	4,410.40	9,555.87	114,670.40	55.1300
			D	4,630.91	10,033.64	120,403.66	57.8864
			E	4,862.46	10,535.33	126,423.96	60.7807
3117	System Administrator*	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329
9361	Theatre Technician	LS	A				30.7499
			B				32.2817
			C				33.8963
			D				35.5937
			E				37.3739
4420	Transit Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
3515	Transit Manager*	TMMBU	A	4,159.68	9,012.64	108,151.68	51.9960
			B	4,367.64	9,463.22	113,558.64	54.5955
			C	4,586.04	9,936.42	119,237.04	57.3255
			D	4,815.33	10,433.22	125,198.58	60.1916
			E	5,056.09	10,954.86	131,458.34	63.2011
1109	Transportation Commissioner	Stipend of $50.00 per meeting					

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3424	Utilities Laboratory Superintendent*	TMMBU	A	4,314.98	9,349.12	112,189.48	53.9373
			B	4,530.73	9,816.58	117,798.98	56.6341
			C	4,757.27	10,307.42	123,689.02	59.4659
			D	4,995.14	10,822.80	129,873.64	62.4393
			E	5,244.88	11,363.91	136,366.88	65.5610
3417	Utilities Laboratory Supervisor*	TMMBU	A	3,805.03	8,244.23	98,930.78	47.5629
			B	3,995.28	8,656.44	103,877.28	49.9410
			C	4,195.05	9,089.28	109,071.30	52.4381
			D	4,404.80	9,543.73	114,524.80	55.0600
			E	4,625.04	10,020.92	120,251.04	57.8130
5350	Utilities Worker I	TEAMSTERS	A	1,998.42	4,329.91	51,958.92	24.9803
			B	2,098.57	4,546.90	54,562.82	26.2321
			C	2,203.09	4,773.36	57,280.34	27.5386
			D	2,313.77	5,013.17	60,158.02	28.9221
			E	2,430.60	5,266.30	63,195.60	30.3825
5353	Utilities Worker II	TEAMSTERS	A	2,538.65	5,500.41	66,004.90	31.7331
			B	2,666.03	5,776.40	69,316.78	33.3254
			C	2,798.66	6,063.76	72,765.16	34.9833
			D	2,939.20	6,368.27	76,419.20	36.7400
			E	3,085.90	6,686.12	80,233.40	38.5738
3403	Utility Line Maintenance Superintendent*	TMMBU	A	4,396.39	9,525.51	114,306.14	54.9549
			B	4,616.19	10,001.75	120,020.94	57.7024
			C	4,847.01	10,501.86	126,022.26	60.5876
			D	5,089.35	11,026.93	132,323.10	63.6169
			E	5,343.82	11,578.28	138,939.32	66.7978
3423	Utility Maintenance Superintendent*	TMMBU	A	4,477.76	9,701.81	116,421.76	55.9720
			B	4,701.64	10,186.89	122,242.64	58.7705
			C	4,936.72	10,696.23	128,354.72	61.7090
			D	5,183.56	11,231.05	134,772.56	64.7945
			E	5,442.73	11,792.58	141,510.98	68.0341
3419	Utility Maintenance Supervisor*	TMMBU	A	3,987.55	8,639.69	103,676.30	49.8444
			B	4,186.92	9,071.66	108,859.92	52.3365
			C	4,396.27	9,525.25	114,303.02	54.9534
			D	4,616.08	10,001.51	120,018.08	57.7010
			E	4,846.89	10,501.60	126,019.14	60.5861
5411	Utility Mechanic I	TEAMSTERS	A	2,990.82	6,480.11	77,761.32	37.3853
			B	3,140.36	6,804.11	81,649.36	39.2545
			C	3,297.37	7,144.30	85,731.62	41.2171
			D	3,462.24	7,501.52	90,018.24	43.2780
			E	3,635.34	7,876.57	94,518.84	45.4418
5412	Utility Mechanic II	TEAMSTERS	A	3,295.48	7,140.21	85,682.48	41.1935
			B	3,460.26	7,497.23	89,966.76	43.2533
			C	3,633.27	7,872.09	94,465.02	45.4159
			D	3,814.94	8,265.70	99,188.44	47.6868
			E	4,005.69	8,679.00	104,147.94	50.0711
5404	Utility Operator	TEAMSTERS	A	4,032.24	8,736.52	104,838.24	50.4030
			B	4,233.81	9,173.26	110,079.06	52.9226
			C	4,445.51	9,631.94	115,583.26	55.5689
			D	4,667.80	10,113.57	121,362.80	58.3475
			E	4,901.18	10,619.22	127,430.68	61.2648

Employees marked with an * (asterisk) are salaried

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3422	Wastewater Operations Superintendent*	TMMBU	A	4,477.76	9,701.81	116,421.76	55.9720
			B	4,701.64	10,186.89	122,242.64	58.7705
			C	4,936.72	10,696.23	128,354.72	61.7090
			D	5,183.56	11,231.05	134,772.56	64.7945
			E	5,442.73	11,792.58	141,510.98	68.0341
5405	Wastewater Treatment Plant Operator I	TEAMSTERS	A	2,834.55	6,141.53	73,698.30	35.4319
			B	2,976.27	6,448.59	77,383.02	37.2034
			C	3,125.08	6,771.01	81,252.08	39.0635
			D	3,281.34	7,109.57	85,314.84	41.0168
			E	3,445.42	7,465.08	89,580.92	43.0678
5406	Wastewater Treatment Plant Operator II	TEAMSTERS	A	3,125.18	6,771.22	81,254.68	39.0648
			B	3,281.41	7,109.72	85,316.66	41.0176
			C	3,445.48	7,465.21	89,582.48	43.0685
			D	3,617.78	7,838.52	94,062.28	45.2223
			E	3,798.68	8,230.47	98,765.68	47.4835
5407	Wastewater Treatment Plant Operator III	TEAMSTERS	A	3,439.17	7,451.54	89,418.42	42.9896
			B	3,611.08	7,824.01	93,888.08	45.1385
			C	3,791.65	8,215.24	98,582.90	47.3956
			D	3,981.26	8,626.06	103,512.76	49.7658
			E	4,180.31	9,057.34	108,688.06	52.2539
3421	Water Operations Superintendent*	TMMBU	A	4,439.03	9,617.90	115,414.78	55.4879
			B	4,660.97	10,098.77	121,185.22	58.2621
			C	4,894.03	10,603.73	127,244.78	61.1754
			D	5,138.72	11,133.89	133,606.72	64.2340
			E	5,395.65	11,690.58	140,286.90	67.4456
9351	Water Patrol Aide	LS	A				18.3195
			B				19.2407
			C				20.1929
			D				21.2072
			E				22.2629
3415	Water Resources and Compliance Manager*	TMMBU	A	4,159.68	9,012.64	108,151.68	51.9960
			B	4,367.64	9,463.22	113,558.64	54.5955
			C	4,586.04	9,936.42	119,237.04	57.3255
			D	4,815.33	10,433.22	125,198.58	60.1916
			E	5,056.09	10,954.86	131,458.34	63.2011
5401	Water Treatment Plant Operator I	TEAMSTERS	A	3,020.00	6,543.33	78,520.00	37.7500
			B	3,171.00	6,870.50	82,446.00	39.6375
			C	3,329.55	7,214.03	86,568.30	41.6194
			D	3,496.02	7,574.71	90,896.52	43.7003
			E	3,670.81	7,953.42	95,441.06	45.8851
5402	Water Treatment Plant Operator II	TEAMSTERS	A	3,329.63	7,214.20	86,570.38	41.6204
			B	3,496.12	7,574.93	90,899.12	43.7015
			C	3,670.93	7,953.68	95,444.18	45.8866
			D	3,854.45	8,351.31	100,215.70	48.1806
			E	4,047.18	8,768.89	105,226.68	50.5898
5403	Water Treatment Plant Operator III	TEAMSTERS	A	3,664.15	7,938.99	95,267.90	45.8019
			B	3,847.36	8,335.95	100,031.36	48.0920
			C	4,039.74	8,752.77	105,033.24	50.4968
			D	4,241.72	9,190.39	110,284.72	53.0215
			E	4,453.80	9,649.90	115,798.80	55.6725

Employees marked with an * (asterisk) are salaried

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

AUTHORIZING 1) AMENDMENTS TO THE EMPLOYMENT AGREEMENT DATED APRIL 5, 2022, BETWEEN BIJAL PATEL AND THE CITY OF TRACY TO REFLECT AN INCREASE IN BI-WEEKLY BASE SALARY FROM $9,882.28 to $10,761.81 FOR MERIT AND EQUITY ADJUSTMENTS AND OTHER TERM MODIFICATIONS, AND 2) AMENDING THE MASTER SALARY SCHEDULE RELATING TO THE CITY ATTORNEY, TO REFLECT SUCH AMENDMENT.

WHEREAS, the City of Tracy approved an Employment Agreement with Bijal Patel on April 5, 2022 to hire Bijal Patel as its City Attorney (Employment Agreement); and

WHEREAS, the Employment Agreement required the parties to establish agreed upon performance goals within 90 days of its effective date; and

WHEREAS, for various reasons, such goals were not established, and Ms. Patel has not received an annual performance evaluation or salary increase, as provided to other employees of the City and required under the Employment Agreement; and

WHEREAS, the parties have agreed to amend the terms of the Employment Agreement to modify the date by which the performance goals shall be established, reflect a retroactive salary increase, and modify other terms to better align the Employment Agreement with the employment agreement between the City and its other appointed official, the City Manager; and

WHEREAS, based on a determination of outstanding performance, the City Council is proposing this amendment to the Employment Agreement between Bijal Patel and the City of Tracy to provide a salary increase, retroactively to April 23, 2023, from $9,882.28 to $10,761.81 bi-weekly, reflecting a 5% merit increase and 3.9% equity adjustment; and

WHEREAS, the Amendment to the Employment Agreement is shown in Attachment A reflects the salary amendment and other term modifications; and

WHEREAS, the Public Employees' Retirement Law governs the California Public Employees Retirement System (CalPERS) codified in Title 2 of the California Code of Regulations. Section 570.5 of the California Code of Regulations requires City Council to approve the rate of pay or classification titles in a public available pay schedule for employees who are members of CalPERS; and

WHEREAS, State law requires that the City Council approve a Master Salary Schedule reflecting the salaries of all personnel and the proposed amendments to the Employment Agreement are reflected in the Proposed Master Salary Schedule show in Attachment B; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby finds and determines that the foregoing recitals are true and correct and are hereby incorporated herein as findings and determinations of the City; and be it

FURTHER RESOLVED: That the City Council hereby approves and authorizes the execution of the Amendment to the Employment Agreement between Bijal Patel and the City of Tracy relating to compensation and benefits, as shown on Attachment A; and be it

FURTHER RESOLVED: That the City Council hereby authorizes amendments to the City's Master Salary Schedule, as set forth in the Proposed Master Salary Schedule shown in Attachment B, to increase the salary of the City Attorney position; and be it further

RESOLVED: That the Proposed Master Salary Schedule shall become effective retroactively to April 23, 2023.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on the 19th day of December 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTENTION: COUNCIL MEMBERS:

_____
NANCY D. YOUNG
Mayor of the City of Tracy, California

ATTEST:_____
ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

December 19, 2023

Agenda Item 3.E

RECOMMENDATION

Staff recommends that the City Council, by motion, appoint Jenny Wood to serve the remaining vacated term on the Environmental Sustainability Commission.

EXECUTIVE SUMMARY

On January 17, 2023, City Council provided direction to staff to return with a resolution to form an Environmental Sustainability Commission (Commission). On April 18, 2023, City Council adopted Resolution 2023-068, which approved the formation and bylaws of a City of Tracy Environmental Sustainability Commission. Per the bylaws, the Commission is to consist of a total of seven (7) members - five (5) adult residents and two (2) youth residents (High school students up to and including their senior graduation year). On November 6, 2023, the Chairperson for the Environmental Sustainability Commission submitted her letter of resignation, leaving a vacancy on the commission.

BACKGROUND AND LEGISLATIVE HISTORY

On August 2, 2023, Council Member Arriola and Mayor Pro Tem Davis held interviews and recommended City Council appoint five (5) adult Commissioners, one (1) applicant was placed on an eligibility list for consideration for future vacancies. At its August 15, 2023 meeting, City Council approved the Council subcommittee's recommendations for the adult commissioner appointments and establishment of an eligibility list for potential future vacancies.

ANALYSIS

On August 2, 2023, a Council subcommittee consisting of Council Member Arriola and Mayor Pro Tem Davis interviewed nine (9) applicants for the Environmental Sustainability Commission. At that time Jenny Wood's name was placed on the eligibility list to fill potential future vacancies. With the resignation of a committee member on November 6, 2023, staff contacted the next person on the Environmental Sustainability eligibility list to ascertain their interest in filling the remainder of the term. Ms. Wood was contacted and has agreed to fill the vacant seat, pending City Council approval.

If approved by Council, Ms. Wood would serve the remainder of the vacated term beginning December 6, 2023 through December 31, 2027.

FISCAL IMPACT

None

PUBLIC OUTREACH/ INTEREST

None, since there was an eligibility list.

STRATEGIC PLAN

This item supports Quality of Life Strategic Goal 6; Support climate initiatives to reduce Tracy's carbon footprint and preserve its natural resources and 6.A; Form an Environmental Sustainability Committee and adopt bylaws.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council, by motion, appoint Jenny Wood to serve the remaining vacated term on the Environmental Sustainability Commission.

Prepared by: Necy Lopez, Deputy City Clerk

Reviewed by: Adrianne Richardson, City Clerk
Bijal Patel, City Attorney
Brian MacDonald, Interim Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

Attachment A: Resolution 2021-200

ATTACHMENT A

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

MAYOR

ATTEST:

CITY CLERK

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.

December 19, 2023

Agenda Item 3.F

RECOMMENDATION

Staff recommends that the City Council appoint, by motion, two Council Members and an alternative to serve as a selection subcommittee to interview applicants and fill two term vacancies on the Tracy Arts Commission.

EXECUTIVE SUMMARY

This item requests that City Council appoint, by motion, two members of the City Council, and an alternate, to a subcommittee to interview applicants to fill two term vacancies on the Tracy Arts Commission.

BACKGROUND AND LEGISLATIVE HISTORY

In anticipation of the December 31, 2023, expiration of the terms of two members of the Tracy Arts Commission, the City Clerk's Office opened a recruitment on November 22, 2023 and closed it on December 14, 2023.

City Council Resolution No. 2021-200 (attached to this report as Attachment A), formally adopted a Council Policy governing the process for City Council appointments on regular boards, commissions, and committees. Section 2(D) of that policy requires the City Council to form of a selection subcommittee by appointing two Council Members and an alternate to that subcommittee. This Councils subcommittee will review qualified candidates, conduct interviews, and recommended candidate(s) to the applicable Board.

ANALYSIS

Two vacancies on the Tracy Arts Commission must be filled. In accordance with the selection policy adopted by Resolution No. 2021-200 (attached to this report as Attachment A), a selection subcommittee must be formed to review and recommend candidates to fill the two vacancies on the Tracy Arts Commission.

FISCAL IMPACT

None.

PUBLIC OUTREACH/ INTEREST

Notification of the Tracy Arts Commission recruitment was posted on the City's Social Media pages, Tracy Press, the City's website, and Channel 26.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council appoint, by motion, two Council members and an alternative to serve as a selection subcommittee to interview applicants and fill two term vacancies on the Tracy Arts Commission.

Prepared by: Necy Lopez, Deputy City Clerk

Reviewed by: Adrianne Richardson, City Clerk
Brian MacDonald, Interim Assistant City Manager
Bijal Patel, City Attorney

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS:

Attachment A: Resolution 2021-200

ATTACHMENT A

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

MAYOR

ATTEST:

CITY CLERK

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.