

Tuesday, March 19, 2019, 7:00 PM

City Council Chambers, 333 Civic Center Plaza, Tracy

Web Site: www.cityoftracy.org

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

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

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

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

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

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

CALL TO ORDER
PLEDGE OF ALLEGIANCE
INVOCATION
ROLL CALL
PRESENTATIONS

1. D.A.R.E Presentations
2. Certificates of Appointment - Measure V Residents' Oversight Committee

1. CONSENT CALENDAR

- 1.A. ADOPTION OF FEBRUARY 18, 2019 CLOSED SESSION AND MARCH 5, 2019 CLOSED SESSION AND REGULAR MEETING MINUTES
- 1.B. APPROVE AN IMPROVEMENT AND INSPECTION AGREEMENT FOR TRACT 3958, TRACY HILLS VILLAGE 8B
- 1.C. APPROVE THE OFFSITE IMPROVEMENT AGREEMENT FOR THE HARVEST IN TRACY MULTI-FAMILY RESIDENTIAL DEVELOPMENT
- 1.D. ACCEPT THE CORRAL HOLLOW ROAD WIDENING AND SANITARY SEWER PROJECT BETWEEN BYRON ROAD AND I-205 – CIPs 73102 AND 74118, AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION, AUTHORIZE THE CITY ENGINEER TO RELEASE THE BONDS AND RETENTION PAYMENT, AND AUTHORIZE THE FINANCE DEPARTMENT TO CLOSE THE PROJECTS
- 1.E. APPROVE A SITE LEASE AGREEMENT WITH T-MOBILE WEST TO UPDATE ONE LIGHT STANDARD AT RITTER FAMILY BALL PARK, PLACE TELECOMMUNICATION DEVICES ON THE LIGHT STANDARD AND LEASE GROUND SPACE FOR AN INITIAL TERM OF FIVE YEARS, NOT TO EXCEED TWENTY YEARS
- 1.F. APPROVE POLICY FOR EVENTS IN CITY PARKS
- 1.G. APPROVE THE PARK IMPROVEMENT AND REIMBURSEMENT AGREEMENT FOR TRACY HILLS NEIGHBORHOOD PARK 3, AND AUTHORIZE THE CITY CLERK TO FILE THE AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER
- 1.H. APPROVE THE FIRST AMENDMENT TO THE SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 3957, TRACY HILLS VILLAGE 8A, AND AUTHORIZE THE CITY CLERK TO FILE THE FIRST AMENDMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER
- 1.I. ACCEPT THE TRACY HILLS ZONE 3 WATER MAIN IMPROVEMENTS FROM THE WESTERN BOUNDARY OF THE JOHN JONES WATER TREATMENT PLANT TO THE DELTA MENDOTA CANAL, THE CITY ZONE 3 WATER MAIN IMPROVEMENTS FROM THE WESTERN BOUNDARY OF THE JOHN JONES WATER TREATMENT PLANT TO THE INTERSECTION OF CORRAL HOLLOW ROAD AND MIDDLEFIELD DRIVE, AND THE WHIRLAWAY DRIVE ZONE 3 WATER MAIN IMPROVEMENTS CONSTRUCTED BY CALATLANTIC GROUP, INC., ASSUME RESPONSIBILITY FOR THEIR FUTURE MAINTENANCE AND REPAIR, AND AUTHORIZE THE CITY ENGINEER TO RELEASE BONDS

2. ITEMS FROM THE AUDIENCE
3. REGULAR AGENDA
 - 3.A. APPROVE AN EMPLOYMENT AGREEMENT BETWEEN JENNY HARUYAMA AND THE CITY OF TRACY TO SERVE AS CITY MANAGER
 - 3.B. RECEIVE AND AUTHORIZE STAFF TO SUBMIT THE ANNUAL PROGRESS REPORT FOR 2018 AND ANNUAL ELEMENT PROGRESS REPORT FOR 2018 TO THE OFFICE OF PLANNING AND RESEARCH AND STATE HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT REGARDING THE IMPLEMENTATION OF THE GENERAL PLAN AND THE HOUSING ELEMENT
 - 3.C. RECEIVE PRESENTATION AND DISCUSS ANIMAL SHELTER SERVICES PROVIDED BY THE CITY OF TRACY'S ANIMAL SERVICES STAFF
4. ITEMS FROM THE AUDIENCE
5. STAFF ITEMS
6. COUNCIL ITEMS
 - 6.A. APPOINT APPLICANT TO THE TRACY ARTS COMMISSION
 - 6.B. APPOINTMENT OF CITY COUNCIL SUBCOMMITTEE TO INTERVIEW APPLICANTS FOR ONE VACANCY AND ONE UPCOMING TERM EXPIRATION ON THE TRANSPORTATION ADVISORY COMMISSION
 - 6.C. APPOINT ONE CITY COUNCIL MEMBER TO SERVE AS A LIAISON ON THE TRACY HOMELESS TASK FORCE
7. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

February 18, 2019, 3:00 p.m.

Council Chambers, 333 Civic Center Plaza, Tracy

1. CALL TO ORDER – Mayor Rickman called the meeting to order at 3:00 p.m. for the purpose of a closed session to discuss the items outlined below.
2. ROLL CALL – Roll call found Council Members Arriola, Ransom, Vargas, Mayor Pro Tem Young, and Mayor Rickman present.
3. ITEMS FROM THE AUDIENCE – None.
4. CLOSED SESSION
 - Personnel Matter (Gov. Code, § 54957)
Public Employee Appointment, Employment, Evaluation of Performance, Discipline, or Dismissal
Position Title: City Manager
5. RECESS TO CLOSED SESSION - Motion was made by Council Member Vargas and seconded by Council Member Ransom to recess the meeting to closed session at 3:00 p.m. Roll call vote found all in favor; passed and so ordered.
6. RECONVENE TO OPEN SESSION – The meeting reconvened to open session at 7:46 p.m.
7. REPORT OF FINAL ACTION – There was no report of final action.
8. ADJOURNMENT – Motion was made by Council Member Vargas and seconded by Council Member Arriola to adjourn. Roll call found all in favor; passed and so ordered. Time: 7:46 P.M

The agenda was posted at City Hall on February 14, 2019. The above are action minutes.

Mayor

ATTEST:

City Clerk

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

March 5, 2019, 6:00 p.m.

Council Chambers, 333 Civic Center Plaza, Tracy

1. CALL TO ORDER – Mayor Rickman called the meeting to order at 6:00 p.m. for the purpose of a closed session to discuss the items outlined below.
2. ROLL CALL – Roll call found Council Members Arriola, Ransom, Vargas, Mayor Pro Tem Young, and Mayor Rickman present.
3. ITEMS FROM THE AUDIENCE – None.
4. CLOSED SESSION
 1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (GOV. CODE § 54956.9)

Initiation of litigation pursuant to § 54956.9(d)(4). (One case).
 2. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION (GOV. CODE § 54956.9)

Potential litigation pursuant to § 54956.9(e)(3). (Two cases).
 3. Personnel Matter (Gov. Code, § 54957)

Public Employee Appointment, Employment, Evaluation of Performance, Discipline, or Dismissal
Position Title: City Manager
5. RECESS TO CLOSED SESSION - Motion was made by Council Member Vargas and seconded by Council Member Ransom to recess the meeting to closed session at 6:00 p.m. Roll call vote found all in favor; passed and so ordered.
6. RECONVENE TO OPEN SESSION – The meeting reconvened to open session at 7:08 p.m.
7. REPORT OF FINAL ACTION – There was no report of final action.
8. ADJOURNMENT – Motion was made by Council Member Vargas and seconded by Council Member Arriola to adjourn. Roll call found all in favor; passed and so ordered. Time: 7:09 P.M

The agenda was posted at City Hall on February 28, 2019. The above are action minutes.

ATTEST:

Mayor

City Clerk

March 5, 2019, 7:00 p.m.

City Council Chambers, 333 Civic Center Plaza

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

Mayor Rickman called the meeting to order at 7:10 p.m.

Mayor Rickman led the Pledge of Allegiance.

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

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

Mayor Rickman recognized D.A.R.E. graduating students from George Kelley Elementary School. Katie Jaycox, representative from Congressman Josh Harder's office, presented certificates to the D.A.R.E students who achieved one thousand points.

Mayor Rickman presented Certificates of Appointment to new Board of Appeals commissioners James Caling, and Jerry Yerian.

Mayor Rickman presented Certificates of Recognition to outgoing Measure V Residents' Oversight Committee members Amer Hammudi, Bruce Hotchkiss.

Midori Lichtwardt, Interim City Manager presented the award for March 2019 Employee of the Month to Grace Segura, Police Department.

1. CONSENT CALENDAR – Motion was made by Council Member Vargas and seconded by Council Member Arriola to adopt the Consent Calendar. Roll call vote found all in favor; passed and so ordered
 - 1.A. ADOPTION OF FEBRUARY 19, 2019, AND FEBRUARY 19, 2019 CLOSED SESSION MINUTES, FEBRUARY 19, 2019, SPECIAL MEETING MINUTES AND FEBRUARY 19, 2019 REGULAR MEETING MINUTES – **Minutes were adopted**
 - 1.B. ADOPT THE CITY OF TRACY 2017 WATER MANAGEMENT PLAN FOR 2017-2022 - **Resolution 2019-028** adopted the 2017 Water Management Plan
 - 1.C. ACCEPT THE CONSTRUCTION OF THE CITY SIDE ZONE 3 PUMP STATION ON CLEARWELL # 2 AT THE JOHN JONES WATER TREATMENT PLANT CIP 75121, COMPLETED BY PRESTON PIPELINES, INC., OF MILPITAS CALIFORNIA, AUTHORIZE AN APPROPRIATION OF \$76,330 FROM WATER TAMP FUND 365, AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION, AND AUTHORIZE THE CITY ENGINEER TO RELEASE THE BONDS AND RETENTION PAYMENT – **Resolution 2019-029** accepted the project and authorized the appropriation.

- 1.D. APPROVE A NEW CAPITAL IMPROVEMENT PROJECT FOR THE CONSTRUCTION OF A 20-INCH, CITY-SIDE ZONE 3 WATER LINE ALONG LAMMERS ROAD FROM ELLIS SPECIFIC PLAN AREA TO CONNECT THE EXISTING WATER LINE ON WEST SCHULTE ROAD TO BE CONVERTED TO CITY-SIDE ZONE 3 WITH A NOT TO EXCEED BUDGET OF \$2,400,000; AUTHORIZE AN APPROPRIATION OF \$2,400,000 FROM TRACY IMPROVEMENT MASTER PLAN (TIMP) WATER FUND (F365) TO THE NEW PROJECT – **Resolution 2019-030** approved the new CIP project.
- 1.E. APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CH2M HILL INC., FOR DESIGN OF TRACY'S WASTEWATER TREATMENT PLANT EXPANSION AND OTHER PLANT IMPROVEMENT PROJECTS (CIPs 74107, 74138, 74139, 74140, 74146) AND AUTHORIZE AN APPROPRIATION OF FUNDS IN THE AMOUNT OF \$1,200,000 FROM TIMP WASTEWATER FUND – **Resolution 2019-031** – approved the Amendment to the agreement and authorized the appropriation.
- 1.F. APPROVE THE SUBDIVISION IMPROVEMENT AGREEMENT FOR PARKWAY LANDSCAPING FOR TRACT 3788, TRACY HILLS VILLAGE 1A, AND AUTHORIZE THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER – **Resolution 2019-032** – approved the agreement.
- 1.G. APPROVE THE SUBDIVISION IMPROVEMENT AGREEMENT FOR PARKWAY LANDSCAPING FOR TRACT 3889, TRACY HILLS VILLAGE 3A, AND AUTHORIZE THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER – **Resolution 2019-033** – approved the agreement.
- 1.H. APPROVE THE SUBDIVISION IMPROVEMENT AGREEMENT FOR PARKWAY LANDSCAPING FOR TRACT 3890, TRACY HILLS VILLAGE 4A, AND AUTHORIZE THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER – **Resolution 2019-034** – approved the agreement.
- 1.I. APPROVE THE SUBDIVISION IMPROVEMENT AGREEMENT FOR PARKWAY LANDSCAPING FOR TRACT 3891, TRACY HILLS VILLAGE 5A, AND AUTHORIZE THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER – **Resolution 2019-035** – approved the agreement.
- 1.J. AWARD A CONSTRUCTION CONTRACT TO MOUNTAIN CASCADE, INC., OF LIVERMORE, CA. WITH A CONTINGENCY AMOUNT, AND APPROVE A RESOLUTION DECLARING INTENTION TO REIMBURSE EXPENDITURES FROM THE PROCEEDS OF OBLIGATIONS TO BE ISSUED BY THE CITY AND DIRECTING CERTAIN ACTIONS – **Revised Resolution 2019-036** awarded a construction contract. **Resolution 2019-037** declared intention to reimburse expenditures from the proceeds of obligations.
- 1.K. WAIVE SECOND READING AND ADOPT ORDINANCE 1266, AN ORDINANCE OF THE CITY OF TRACY APPROVING AN AMENDMENT TO THE ELLIS SPECIFIC PLAN FENCE REGULATIONS AND MINIMUM LOT WIDTH REQUIREMENTS, APPLICATION NUMBER SPA19-0001 – **Ordinance 1266 was adopted**

- 1.L. CANCELLATION OF THE REGULAR CITY COUNCIL MEETING SCHEDULED FOR TUESDAY, MAY 7, 2019 – **The May 7, 2019, regular Council meeting was canceled.**

- 1.M. APPROVE A SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF TRACY AND THE TRACY POLICE MANAGEMENT ASSOCIATION (TPMA), THE TRACY FIRE FIGHTERS ASSOCIATION (TFFA), SOUTH COUNTY FIRE CHIEF OFFICERS ASSOCIATION (SCFCOA), TRACY TECHNICAL AND SUPPORT SERVICES EMPLOYEE ASSOCIATION (TTSSEA), GENERAL TEAMSTERS LOCAL NO. 439, IBT (TEAMSTERS), AND THE TRACY MID-MANAGERS BARGAINING UNITS (TMMBU); APPROVE AN AMENDED COMPENSATION AND BENEFIT PLAN FOR CONFIDENTIAL EMPLOYEES UNIT (CEU) AND DEPARTMENT HEADS (DH); ADOPT A BI-WEEKLY PAYROLL SCHEDULE, AUTHORIZE THE CITY MANAGER TO INCREASE APPROPRIATIONS, AND AUTHORIZE AN AMENDMENT TO OF THE CITY MASTER SALARY SCHEDULE - **The following Resolutions were adopted:**
 - Resolution 2019-038** approved a Side Letter of Agreement with Tracy Police Manager's Association (TPMA)
 - Resolution 2019-039** approved a Side Letter of Agreement with Tracy Firefighters Association (TFFA)
 - Resolution 2019-040** approved a Side Letter of Agreement with South County Fire Chief Officers Association (SCFCOA)
 - Resolution 2019-041** approved a Side Letter of Agreement with Tracy Technical and Support Services Employee Association (TTSSEA)
 - Resolution 2019-042** approved a Side Letter of Agreement with General Teamsters Local No. 439, IBT (Teamsters)
 - Resolution 2019-043** approved a Side Letter of Agreement with Tracy Mid-Managers Bargaining Unit (TMMBU)
 - Resolution 2019-044** approved an amended Compensation and Benefit Plan with Confidential Employees Unit (CEU)
 - Resolution 2019-045** approved an amended Compensation and Benefit Plan with Department Heads (DH)

2. ITEMS FROM THE AUDIENCE – Gail Rieger spoke about Site 300 and invited City Council and the community to a meeting on March 13, 2019, at 6:30 p.m. at old Opera House, 902 N. Central Ave, Tracy.

3. REGULAR AGENDA
 - 3.A PUBLIC HEARING TO CONSIDER CITY'S RECOMMENDATION FOR AWARD OF LOCAL PRIORITY FUNDING ALLOCATIONS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS FOR FISCAL YEAR 2019-2020 AND AUTHORIZE THE ASSISTANT CITY MANAGER TO EXECUTE FUNDING AGREEMENTS FOR THE PROGRAM

Vanessa Carrera, Economic Development Analyst, provided the staff report.

City Council questions followed.

Mayor Rickman opened the public hearing.

Alice English requested that Mayor Pro Tem Young recuse herself from discussing or making decisions on the Tracy Senior Association. Ms. English submitted a handout to the Clerk, and recommended Council not fund the Tracy Senior Association.

Mayor Pro Tem Young responded to Ms. English's comments.

Barbara Pombo, Secretary of Tracy Community Connection Center described the role of Tracy Community Connection Center, and requested expanding on an unmet need – transportation.

Mayor Rickman called for a recess at 8:04 p.m.

Mayor Rickman reconvened the meeting at 8:12 p.m.

Cynthia Camacho, Good Samaritan Community Thrift Store stated their application came back ineligible. Ms. Camacho asked if something is not clear can the subcommittee ask the non-profit for clarification.

Council Member Ransom requested copies of the applications that were ineligible.

Kelly Wilson, Boys and Girls Club of Tracy thanked Council and staff for the funding opportunity and elaborated on the summer Boys and Girls Club program.

Mayor Rickman closed the public hearing.

City Council comments and questions followed.

Council Member Arriola requested a separate ad hoc committee to consider future priorities for grant funding. Council Member Vargas seconded the request.

Mayor Pro Tem Young announced as a non-paid board member of the Boys and Girls Club she will be recusing herself from voting on the Boys and Girls Club allocation.

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Vargas to adopt **Resolution 2019-046** recommending the award of local priority funding allocations for Community Development Block Grant and Home Investment Partnerships Program Funds for Fiscal Year 2019-2020. Roll call vote found all in favor; passed and so ordered.

It was Council consensus that the future priorities and scoring for the funding allocations for the CDBG funds be discussed at the Council retreat instead of forming an ad hoc subcommittee.

3.B DISCUSS POTENTIAL FUNDING SCENARIOS FOR MEASURE V PROJECTS AND PROVIDE DIRECTION TO STAFF

Karin Schnaider, Finance Director provided the staff report. Ms. Schnaider introduced Chris Lynch, Jones Hall Bond Counsel, Dennis McGuire, Piper Jaffray, and Scott Smith, CHG Consultants.

Robert Tanner encouraged going for revenue bonds only. Mr. Tanner stated he cannot see leasing back city assets, and did not support leasing bonds.

Michel Bazinet, Chair of Measure V Residents' Oversight Committee did not support going back to the voters. Revenue bonds are not the best options.

Roger Birdsall stated Council should live within the City's means, and agreed it would be difficult to go back to voters.

Mary Mitracos thanked Council for putting the nature park in the list of priorities.

Marsha McCray asked why bond the Measure V money out and only get half of it, and added if we don't go to voters until 2020, residents will ask where are the amenities.

Roy Hawkins stated all the money is not needed up front to build the amenities, the City can pay as we go, and suggested taking time to budget money properly.

Les Serpa, Surland Companies suggested pausing, watch the revenue come in, plan for projects, and phase into cash flow that will be received.

City Council questions and discussion followed.

It was Council's consensus to not take it to the voters, or go out to bonds, and to fund projects on a pay as you go budget process. Staff to provide a list of the cost to fund the aquatic center, multi-generational center and Legacy Fields, so Council can prioritize, and also come up with a plan to get these amenities built.

3.C RECEIVE UPDATE ON THE TRACY GATEWAY SPECIFIC PLAN PROJECT AND PROVIDE DIRECTION TO STAFF

William Dean, Assistant Development Services Director provided the staff report.

Bill Wiseman, Kimley Horn & Associates, provided a Tracy Gateway Project Review Powerpoint presentation.

Robert Tanner stated the City completed the developers work for \$500,000, so let them reimburse the City immediately.

Abdul Wahid suggested building a health care city in that location.

Mike Souza, representing South Parcel Investors provided a history of the property and its ownership. Mr. Souza added a realistic repayment to the City is when development begins on property.

City Council questions and comments followed.

Mayor Rickman reopened the public comment.

Jerry Kamilos, Developer of the Ornellas and Pombo property stated their vision is to respect the agreements made with the City. Mr. Kamilos spoke about exploring a medical service community.

Mike Souza stated he did not want to give Council the impression that all residential should be age restricted, and is also considering residential to support office use.

Dotty Nygard stated she was excited to hear about moving forward with the Sutter Hospital expansion. Ms. Nygard suggested providing an educational opportunity for the expansion of health care.

The consensus of the Council included the following:

- with limited exceptions, the Owners Preferred Land Use Option is well received (support medical/institutional offices on and around Sutter site, commercial along Eleventh Street and Lammers Road is positive, introduction of residential in part of the site may be OK);

-the I-205 and Eleventh Street frontage land use(s) and design must be done carefully, such as the I-580 frontage through Dublin and Pleasanton, to create a positive "Gateway to the Valley" and to invite travelers to want to get off the freeway here (no residential near freeway; no sound walls; commercial, office, increased landscaped setbacks would be preferred);

-senior/assisted living/age-in-place-type zoning for the Mary Ornellas parcel and possibly a portion of the Pombo parcel (instead of Residential Medium);

-seek reimbursement of the \$500K from the property owners (pro-rated by size of property owned), in an approximately two- to five-year time frame, possibly at submittal or approval of discretionary applications (such as Tentative Map or Development Review).

4. ITEMS FROM THE AUDIENCE – None
5. STAFF ITEMS – Thomas Watson, City Attorney reminded Council to submit their red lines for Code of Conduct.

6. COUNCIL ITEMS

6.A APPOINT APPLICANTS TO THE MEASURE V RESIDENTS' OVERSIGHT COMMITTEE

Mayor Pro Tem Young provided a report regarding the applicant interviews and recommendation of appointment to the Measure V Residents' Oversight Committee.

No one from the audience wished to speak.

ACTION: Motion was made by Mayor Pro Tem Young and seconded by Council Member to approve the subcommittees recommendation and appoint Allan Borwick and Abdul Wahid to the Measure V Residents' Oversight Committee to serve three year terms beginning on March 1, 2019 and ending on February 28, 2022, and appoint Ameni Alexander to fill the remainder of a vacated term, which will begin on March 6, 2019, and end on February 29, 2020. Roll call found all in favor; passed and so ordered.

Council Member Arriola shared he will be participating in the California legislature LGBT summit in Sacramento next week, and announced an upcoming, Tracy Unified School District's Diversity and Bully Committee event.

Council Member Vargas announced an upcoming Valley Link event, and requested discussion on the aesthetics of what can be in the retention pond located on the north east side of 11th Street and Lammers Road. Mayor Rickman seconded the request.

Mayor Pro Tem Young announced the upcoming Tracy Art League Expression show at Community Center.

Council Member Ransom shared what she had learned at a San Joaquin Partnership meeting, and requested discussion about pursuing opportunities regarding grants for amenities, homelessness, MCYSN. Council Member Arriola seconded the request.

Council Member Ransom requested information regarding evaluation of traffic overall as a city – flows of traffic, impacts and how to better prepare the public when doing projects.

Council Member Ransom requested support of another Council member to attend the Homeless Task Force meetings to represent the City for potential funding. Mayor Pro Tem Young seconded the request to bring it back on the next agenda.

Council Member Ransom requested looking into a four year term for the Mayor's seat. Council Member Young supported Council Member Ransom's request.

Mayor Rickman announced the State of City on March 19, 2019, and various other upcoming city events.

7. ADJOURNMENT – Time: 11:30 pm.

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

The above agenda was posted at the Tracy City Hall on February 28, 2019. The above are action minutes. A recording is available at the office of the City Clerk.

ATTEST:

Mayor

City Clerk

AGENDA ITEM 1.B

REQUEST

**APPROVE AN IMPROVEMENT AND INSPECTION AGREEMENT FOR TRACT 3958,
TRACY HILLS VILLAGE 8B**

EXECUTIVE SUMMARY

Approval of the Improvement and Inspection Agreement (IIA) will allow Lennar Homes of California, Inc., a California corporation, (Subdivider), to proceed at the Subdivider's sole and exclusive risk with the construction of public street and utility improvements within Tract 3958, Tracy Hills Village 8B ("Project") prior to the formal approval of the Improvement Plans. The improvements plans will still be submitted to the City, undergo plan-check, and the Subdivider will enter into a Subdivision Improvement Agreement (SIA) with the City at a later time. Staff will later return to Council for approval of the SIA which will propose to supersede the IIA. Subsequent to the SIA, acceptance of subdivision improvements will proceed per normal City procedures.

DISCUSSION

On April 5, 2016, Tracy City Council approved Vesting Tentative Subdivision Map for Tracy Hills Phase 1A, Tract 3788 (Application No. TSM13-0005), pursuant to Resolution No. 2016-066. The Project is geographically located within the boundaries of the Vesting Tentative Subdivision Map. Attachment A shows the location of the Project.

The Subdivider has submitted improvement plans for the subdivision improvements for approval and has requested to proceed with construction of the improvements prior to approval of the Final Map, execution of a SIA, and approval of the Improvement Plans. The aforementioned improvement plans are currently under review by the Engineering Division and all improvements required of the Project are guaranteed as part of the Improvement and Inspection Agreement.

Under the provisions of the IIA, the Subdivider will construct the public improvements at its own risk and responsibility, prior to approval of the improvement plans and approval and recordation of the Final Map. The City will periodically inspect Subdivider's work in constructing and installing the public improvements shown on the submitted improvement plans, and periodically advise Subdivider regarding whether the work appears to be proceeding in conformance with the submitted plans, and will further inspect construction of the public improvements after completion of the construction of the improvements, approval of the Final Map, and execution of a Subdivision Improvement Agreement (SIA). The IIA will be superseded by the SIA after it is executed.

FISCAL IMPACT

The Subdivider has paid the cost of plan checking, engineering, inspection and processing the IIA.

STRATEGIC PLAN

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

RECOMMENDATION

That City Council, by resolution, approves the Improvement and Inspection Agreement for Tract 3958, Tracy Hills Village 8B.

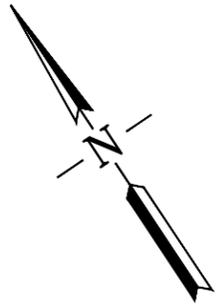
Prepared by: Nanda Gottiparthi, PE, SNG & Associates

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

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – Location Map
Attachment B – Improvement and Inspection Agreement



LANDS OF RODGERS

LANDS OF VIEIRA

SATNAM SANDHU

CALIFORNIA AQUEDUCT

CORRAL HOLLOW ROAD

SELICK

PARCEL A

PARCEL B

TRACY HILLS PHASE 1A

TRACY HILLS DRIVE

TRACY HILLS DRIVE

UNSURVEYED
REMAINDER
25 PM 168

**TRACT
NO. 3958
VILLAGE 8B**

PARCEL C

STATE ROUTE 580

ATTACHMENT 'A'

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ORIGINAL

**CITY OF TRACY
IMPROVEMENT AND INSPECTION AGREEMENT
TRACT 3958, TRACY HILLS VILLAGE 8B**

This CITY OF TRACY **IMPROVEMENT AND INSPECTION AGREEMENT FOR TRACT 3958, TRACY HILLS VILLAGE 8B** (hereinafter "Agreement") is made and entered into by and between the **CITY OF TRACY**, a municipal corporation (hereinafter "City"), and **LENNAR HOMES OF CALIFORNIA, INC.**, a California corporation, (hereinafter "Subdivider").

RECITALS

- A. The Subdivider is currently the owner of the real property described as Lot 25 as shown on the map of Tract 3878, recorded January 26, 2018, in Book 43 of Maps and Plats, at Page 17, and Lot "B" as shown on the map of Tract 3957, recorded December 28, 2018, in Book 43 of Maps and Plats, at Page 74, Official Records of San Joaquin County, and generally located south of the California Aqueduct, north of Interstate 580, west of Corral Hollow Road, and east of the future Lammers Road interchange.
- B. 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 a Final Map (hereinafter "Final Map") for the Project known as **TRACT 3958, TRACY HILLS VILLAGE 8B** (hereinafter "Project"). The Final Map is being reviewed by the City Engineer for substantial compliance with the approved Vesting Tentative Subdivision Map, and the Final Map has not yet been approved by the City for recordation.
- C. The Project is geographically located within the boundaries of that certain Small-Lot Vesting Tentative Subdivision Map known as Tracy Hills Phase 1A, Tract 3788 (hereinafter "Tentative Subdivision Map"). The Tentative Subdivision Map, processed under Application No. TSM13-0005, as approved by the Tracy City Council ("City Council") on April 5, 2016, pursuant to Resolution No. 2016-066, is on file with the City Engineer, and is incorporated herein by reference.
- D. The approval of the Tentative Subdivision Map by the City Council was subject to specified conditions of approval (hereinafter "Conditions"). The Conditions are attached hereto as Exhibit "A", and incorporated herein by reference.
- E. The Conditions describe, among other things, improvements which are required for approval of the Final Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards.
- F. Improvement Plans and Specifications (which incorporate portions of the City's Standard Specifications) have been prepared on behalf of the Subdivider, and are under review by the City Engineer, which describe in more detail the improvements which are required for approval of the Final Map. The Improvement Plans and Specifications under review are titled "Improvement Plans Village 8B-Tract 3958-Tracy Hills Phase 1A", prepared by Ruggeri-Jensen-Azar ("Submitted Plans and Specifications").

- G. In order to meet Subdivider's development schedule, Subdivider intends to commence construction and installation of the required public improvements based on the Submitted Plans and Specifications, before the City completes its review and approval of the Submitted Plans and Specifications. Subdivider understands and acknowledges that it will be proceeding with such improvements at Subdivider's sole and exclusive risk, and that if the public improvements completed by Subdivider do not conform, in the City Engineer's reasonable determination, to the Plans and Specifications ultimately approved by the City (the "Approved Plans and Specifications"), Subdivider will be required to remove or correct any non-conformities to the reasonable satisfaction of the City Engineer, at Subdivider's sole cost, before the City will approve the Subdivider's Final Map for Tract 3958.
- H. In an effort to minimize the risk of such non-conformities, Subdivider has asked the City to periodically inspect Subdivider's work in constructing and installing the public improvements required by the Conditions of Approval (the "Work"), and periodically advise Subdivider regarding whether the Work appears to be proceeding in conformance with the Submitted Plans and Specifications. Subdivider acknowledges that the City cannot issue a final approval of the Work until (a) the City Engineer has fully completed its review and formally approved the Submitted Plans and Specifications; and (b) completed an inspection of the Work based on the approved Plans and Specifications. To facilitate the City's periodic inspections, Subdivider has offered to pay all City costs incurred in such inspections.
- I. To facilitate Subdivider's efforts to meet its development schedule, Subdivider has requested that City enter into this Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **INCORPORATION OF RECITALS.** The recitals set forth above are incorporated into this Agreement as though set forth in full herein.
2. **SCOPE OF WORK.** The Subdivider shall perform or cause to be performed, the Work described in the Submitted Plans and Specifications and the Conditions (hereinafter "Work"), to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at the Subdivider's expense, in the manner described in the Plans and Specifications. No change shall be made to the Scope of Work unless authorized in writing by the City Engineer. The Subdivider may submit a written request to the City Engineer for a change in the Scope of Work, as required by Tracy Municipal Code Section 12.36.060(f).

Subdivider understands and agrees that because the Submitted Plans and Specifications have not been approved by the City Engineer, if any of the completed improvements do not conform to the Approved Plans and Specifications the Subdivider will have to remove or correct any non-conformities to the reasonable satisfaction of the City Engineer at Subdivider's sole cost.

3. GRADING AND STREETS MAINTENANCE.

3.1. Until all the Work is accepted by the City as complete and all applicable warranty periods have expired, the Subdivider shall diligently perform the necessary maintenance of the entire Project site including berms and streets constructed within the Project to the satisfaction of the City Engineer at the Subdivider's own cost.

3.2. The Subdivider shall maintain the streets including the removal and disposal of weed and accumulated debris.

3.3. All public improvements including roads, sewer, water and storm drain constructed within the Project will be maintained by the Subdivider until accepted by the City as complete

4. FILING OF FINAL MAP. Subdivider understands and agrees that no final map may be filed for the Project until after the Subdivider and the City enter into a Subdivision Improvement Agreement which addresses all requirements of the Conditions. Neither the execution of this Agreement, nor the completion of the Work, shall cause Subdivider to acquire any vested rights to file a final map, to the payment of any development impact fees, and/or the performance of any conditions. It is expressly agreed that Subdivider shall be subject to all laws and regulations now in force or hereinafter enacted affecting the Project. By executing this Agreement, the Subdivider fully understands and agrees to comply with these conditions.

5. SUBDIVIDER'S AUTHORIZED REPRESENTATIVE. At all times during the progress of the Work, Subdivider shall have a competent foreman or superintendent (hereinafter "Authorized Representative") on site or available by cell phone with authority to act on behalf of the Subdivider. The Subdivider shall, at all times, keep the City Engineer reasonably informed in writing of the name and telephone number of the Authorized Representative. The Authorized Representative shall be on site approximately 60% of the time the Work is occurring. The Subdivider may designate an employee of its general contractor as the Authorized Representative. The Subdivider shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work.

6. LOCATION OF PERFORMANCE. The Subdivider shall perform all Work at the locations and grades shown on the Plans and Specifications. The Subdivider shall acquire at the Subdivider's sole cost and expense, any easement or right-of-way necessary for the performance of the Work, with no credit or reimbursement from the City.

7. IMPROVEMENT SECURITY. Concurrently with the execution of this Agreement by the Subdivider, and prior to the commencement of any Work, the Subdivider shall furnish contract security, in a form authorized by the Subdivision Map Act (including

Government Code Section 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:

- 7.1. **Faithful Performance** security in the amount of **\$1,524,281.00** in accordance with the cost estimates approved by the City to secure faithful performance of this Agreement (until the date on which the City Council accepts the work as complete).
 - 7.2. **Labor and Material** security in the amount of **\$1,524,281.00** in accordance with the cost estimates approved by the City to secure payment by the Subdivider to laborers and materialmen (until the date on which claims are required to be made by laborers and materialmen).
 - 7.3. **Warranty** security in the amount of **\$152,428.00** in accordance with the cost estimates approved by the City to secure faithful performance of this Agreement (from the date on which the City Council accepts the Work as complete until one year thereafter).
8. **INSURANCE.** Concurrently with the execution of this Agreement by the Subdivider, and prior to the commencement of any Work, the Subdivider shall furnish evidence to the City that all of the following insurance requirements have been satisfied.
- 8.1. **General.** The Subdivider shall, throughout the duration of this Agreement, maintain insurance to cover Subdivider, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.
 - 8.2. **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) coverage shall be maintained in an amount not less than \$1,000,000 per occurrence, and \$3,000,000 in the general aggregate for general liability, bodily injury, personal injury, and property damage, including completed operation coverage.
 - 8.3. **Automobile Liability** (with coverage at least as broad as ISO form CA 00 01 07 97, for “any auto” including “hired autos” and “non-owned autos”) coverage in an amount not less than \$1,000,000 per accident for bodily injury and property damage. If Subdivider has no employees, or does not own automobiles, then “hired autos” and “non-owned autos” coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
 - 8.4. **Workers’ Compensation** coverage shall be maintained as required by the State of California.
 - 8.5. **Endorsements.** Subdivider shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

- 8.5.1.** The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an additional “insured”.
- 8.5.2.** For any claims related to this Agreement, Subdivider’s coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Subdivider’s insurance and shall not contribute with it.
- 8.6. Notice of Cancellation.** Subdivider shall obtain endorsements to all insurance policies by which each insurer is required to provide thirty (30) days prior written notice to the City should the policy be canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 8.7. Authorized Insurers.** All insurance companies providing coverage to Subdivider shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.
- 8.8. Insurance Certificate.** Subdivider shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City Attorney.
- 8.9. Substitute Certificates.** No later than thirty (30) days prior to the policy expiration date of any insurance policy required by this Agreement, Subdivider shall provide a substitute certificate of insurance.
- 8.10. Subdivider’s Obligation.** Maintenance of insurance by the Subdivider as specified in this Agreement shall in no way be interpreted as relieving the Subdivider of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Subdivider may carry, at its own expense, such additional insurance as it deems necessary.
- 9. PERMITS, LICENSES, AND COMPLIANCE WITH LAW.** The Subdivider shall, at the Subdivider’s expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, the Subdivider shall obtain a City of Tracy Business License. The Subdivider shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.
- 10. TIME OF PERFORMANCE.** Time is of the essence in the performance of the Work, and timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. The Subdivider shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

- 10.1. Commencement of Work.** No later than fifteen (15) days prior to the commencement of Work, the Subdivider shall provide written notice to the City Engineer of the date on which the Subdivider shall commence Work. The Subdivider shall not commence Work until after the notice required by this section is properly provided, and the Subdivider shall not commence Work prior to the date specified in the written notice.
- 10.2. Schedule of Work.** Concurrently with the written notice of commencement of Work, the Subdivider shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect the Subdivider's prosecution of Work.
- 10.3. Completion of Work.** The Subdivider shall complete all Work by no later than three hundred sixty-five (365) days after the City's execution of this Agreement. If the Work is not completed and accepted by City Council by this date, City Engineer may grant an extension of time if (a) the Subdivider submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) the Subdivider pays all processing fees for such time extension.
- 11. INSPECTION BY THE CITY.** In order to permit the city to inspect the Work, the Subdivider shall, at all times, provide to the City proper and safe access to the Project site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.
- 12. INSPECTION FEES AND FEE CREDITS.** Concurrently with the execution of this Agreement by the Subdivider, and prior to the commencement of any Work, the Subdivider shall pay the City Inspection Fees in the amount of three and one-half percent (3-1/2%) of the estimated Project costs (as approved by the City Engineer). In the event that the City determines that the City's actual costs of inspecting the Work (including all costs and expenses of inspection, reviewing maps and plans, field checking, testing, and administrative and overhead costs of fifteen percent (15%)) exceeds the amount of Inspection Fees paid by the Subdivider, the Subdivider shall pay the City the actual costs of inspecting the Work less Inspection Fees previously paid.

In the event that the City requires an independent inspection, the City may retain an independent inspector, Subdivider shall pay all costs associated with the independent inspection, and the independent inspector shall provide a report directly to the City.

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

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

13. DEFAULT.

13.1. In the event that the Subdivider is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to the Subdivider and the Subdivider's surety (if any) in which the default is described.

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

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

13.2.1. The Subdivider abandons the Project site.

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

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

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

13.3. In the event that the Subdivider fails to cure the default within thirty (30) days, or provide adequate written assurance to the satisfaction of the City Engineers that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in the discretion of the City Engineer, take any or all of the following actions:

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

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

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

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

14. ACCEPTANCE OF WORK. Prior to acceptance of the Work by the City Council, the Subdivider shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Project site. The Subdivider's obligation to perform the

Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid and the City Council has accepted the Work as complete.

15. **WARRANTY PERIOD.** The Subdivider shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of the Subdivider under this Agreement, the Subdivider shall be in default.
16. **INDEPENDENT CONTRACTOR STATUS.** Subdivider is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Subdivider is not City's employee and Subdivider shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Subdivider.
17. **OWNERSHIP OF WORK.** All original documents prepared by Subdivider for this Agreement shall be given to City upon City's acceptance of the Work; provided, however, ownership of said documents shall be determined in accordance with applicable laws. Prior to acceptance of the Work, the Subdivider shall submit the as-built drawings in Auto-CAD format Release-14 or higher in a compact disc (CD).
18. **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the Subdivider's duties be delegated, without the written consent of the City, which is not to be unreasonably conditioned, withheld or delayed. 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 of one assignment shall not be deemed to be consent to any subsequent assignment.
19. **NOTICES.**
- 19.1. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective party as follows:

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

To Subdivider:
Lennar Homes of California, Inc.,
2603 Camino Ramon, Suite 525
San Ramon, CA 94583
Attn: _____

- 19.2. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.
20. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
21. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
22. **SEVERABILITY.** In the event any term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.
23. **JURISDICTION AND VENUE.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.
24. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed for this Project. This Agreement supersedes all prior negotiations, representations or agreements.
25. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Subdivider and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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CITY OF TRACY – IMPROVEMENT AND INSPECTION AGREEMENT
TRACT 3958, TRACY HILLS VILLAGE 8B
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IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,
a municipal corporation

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

By: Robert Rickman
Title: MAYOR
Date: _____

By: 
Print Name: Robert Power
Title: _____
Date: 8/4/15

Attest:

By: Adrienne Richardson
Title: CITY CLERK
Date: _____

Approved As To Form:

By: Thomas Watson
Title: CITY ATTORNEY
Date: _____

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

STATE OF CALIFORNIA

COUNTY OF Contra Costa

On March 4, 2019, before me, Elizabeth Neal, Notary Public
(here insert name and title of the officer)

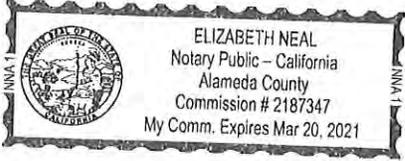
personally appeared Bridgit Koller,

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

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

WITNESS my hand and official seal.

Elizabeth Neal
Signature



(SEAL)

EXHIBIT "A"

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

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

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

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

A. Definitions; Abbreviations.

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

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

The following abbreviations may be used in these Conditions:

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

B. Planning Division Conditions of Approval

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

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

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

As used in these Conditions of Approval:

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

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

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

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

Or

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

Or

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

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

Or

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

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

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

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

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

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

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

Or

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

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

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

C. Engineering Division Conditions of Approval

C.1. General Conditions

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

- i) *Any Finance Implementation Plan (“FIP”), as described in Section 10.20.060(b)(3)(B) of the Tracy Municipal Code, that is approved by the City Council for the property described in the Tracy Hills Phase 1A Vesting Tentative Subdivision Map, Application No. TSM13-0005.*
- j) *Liquid Petroleum Pipeline Risk and California Aqueduct Flood Risk for the Proposed Tracy Hills School Site, Jefferson School District, City of Tracy, San Joaquin County, California prepared by Wilson Geosciences, Inc. dated May 2013.*
- k) *Pipeline Safety Hazard Assessment, Tracy Hills Specific Plan prepared by Place Works dated September 2014.*

C.1.2 Subdivider shall comply with the requirements of the Development Agreement, approved by City Council on _____, 2016, by Ordinance No. _____ (hereafter, the “Development Agreement”),

C.1.3 Timing of Compliance: The Applicant shall satisfy each of the following conditions prior to filing the first Final Map unless a different time for compliance is specifically stated in these Conditions of Approval. Any condition requiring an improvement that has already been designed and completed under a City-approved improvement agreement may be considered satisfied at the discretion of the City Engineer.

C.1.4 Maintenance for Major Program Roadways. Before approval of the first Final Map, the Subdivider shall assure that there will be sufficient funding to pay the Subdivider’s proportionate share of the ongoing costs for maintenance of public landscaping, including urban forest, on major program roadways by entering into an agreement with the City, which shall be recorded against the entire Phase 1A property, which adopts and implements one of the following two options (a. or b.), subject to the approval of the Administrative Services Director:

- a. CFD. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), Subdivider shall, at its sole expense, form a Community Facilities District (CFD) for the entire Project area, for funding the Subdivider’s proportionate share of the ongoing maintenance costs of public landscaping, including urban forest, on major program roadways identified in the Citywide Roadway and Transportation Master Plan. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. Upon successful formation, the Property will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit to the CFD (by submittal to the City’s Administrative Services Director) an amount equal to the first year’s taxes, except for any portion of this

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

OR

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

C.2. Improvement Plans

C.2.1 General.

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

C.2.2 Site Grading

C.2.2.1 Erosion Control

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

C.2.2.2 Grading and Drainage Plans

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

C.2.2.3

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

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

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

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

C.2.3. Grading Permit

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

C.2.4. Storm Drainage

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

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

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

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

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

C.2.4.3 Storm drainage plans are to be submitted with the required hydrologic and hydraulic calculations for the sizing of storm drainage pipe(s) and shall comply with Storm Drainage Master Plan, Tier 2 Storm Drainage Study and City Regulations.

C.2.4.4 Prior to acceptance of maintenance of any public facilities by the City, the Subdivider shall prepare and obtain approval from the Public Works Department of a maintenance plan for all temporary and permanent storm drainage facilities to be maintained by the Subdivider or the HOA. The maintenance plan shall show the phasing of roadway construction, mass grading, drainage facilities, including collection channels, erosion control and protection of the Phillips 66 pipeline during construction. A SWPPP may be used as the maintenance plan with approval by the City Engineer.

C.2.4.5 Storm water designs shall show facilities needed for the collection and channeling of surface water runoff, and off-site flow-thru surface water runoff to underground storm drainage facilities within Spine Road such as temporary drainage collection channels and sedimentation ponds. These improvements shall be shown on the Grading Plans and be approved by the City Engineer before the issuance of a Grading Permit.

C.2.4.6 Since the Project will construct a terminal retention basin, it has been determined that the Project will be exempt from the Post Construction Stormwater Quality Standards. However, should new Federal or State regulations come into effect during the buildout of the Project that would require future compliance, then the Project would not be exempted from those new requirements.

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

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

100-year combined peak inflow into the basin with freeboard.

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

C.2.5. Sanitary Sewer

- C.2.5.1 All sanitary sewer lines and associated improvements shall be designed and installed per the Sanitary Sewer Study and City Regulations. Before approval of Final Map(s) for the Project, Subdivider shall submit improvement plans and obtain approval for the plans for all on-site sewer improvements.
- C.2.5.2 As referenced in Conditions C.2.5. and C.2.6, the terms "Program Funded City CIP Costs" and "Non-Program Funded Subdivider CIP Costs" shall mean the following:

Program Funded City CIP Costs - Costs applicable to CIP project if constructed by the City shall include costs of design, project management, program management, construction, inspection, construction management, contingencies and construction change orders as approved by the City.

Non-Program Funded Subdivider CIP Costs - Costs applicable to CIP project if constructed by the Subdivider shall include costs of design, project management, construction, inspection, construction oversight by City, contingencies and construction change orders as approved by the City.

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

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

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

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

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

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

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

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

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

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

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

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

C.2.6. Water Distribution System

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

shall be designed and installed per City Regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C.2.7. Street Improvements

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

C.2.7.2 Corral Hollow Road Right of Way

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

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

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

C.2.7.3 Corral Hollow Road Improvements (Project Frontage)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C.2.7.11 Encroachment Permit. Before starting any work to be performed and improvements to be constructed within City's right-of-way, the Subdivider shall obtain an Encroachment Permit from the City. The Subdivider or its authorized representative shall submit all documents that are required to process the Encroachment Permit including but not limited to, approved Improvement Plans, Traffic Control Plan that is prepared by and signed and stamped by a Civil Engineer or Traffic Engineer registered to practice in the State of California, payment of engineering review fees, copy of the Contractor's license, Contractor's Tracy business license, and certificate of insurance naming the City of Tracy as additional insured or as a certificate holder.

C.2.7.12 Dead-End Streets. A standard barricade and guardrail with appropriate traffic sign will be required at street ends. Alternatively, turnarounds meeting the requirements of Fire Department shall be provided at these dead-end streets.

C.2.7.13 Spine Road and Other In-tract Streets. The Subdivider shall dedicate all rights-of-way that are necessary to construct Spine Road and all the in-tract streets based on their respective cross sections shown on the Vesting Tentative Subdivision Map with the Final Map for the respective phase. The width of travel lanes, street median, landscaping strip and sidewalk shall be in accordance with the Vesting Tentative Subdivision Map.

Design and construction details of the in-tract streets such as asphalt concrete pavement, curb, gutter, sidewalk, street light, water main, fire hydrant, landscaping with automatic irrigation system, storm drain, catch basin and drop inlets, sanitary sewer main and lateral, water main, individual water service and meter, pavement marking and striping, traffic sign, driveway, handicap ramp and other street improvements shall comply with City Regulations and shall be shown on the Improvement Plans.

C.2.7.14 The Subdivider shall construct an all-whether, emergency vehicle access as required in Planning Division's Conditions.

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

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

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

C.2.8 Mini/Neighborhood and Community Parks

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

C.2.9. Public Utility Easements

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

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

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

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

C.2.10 Phillip 66 Oil Pipeline Easement and Facilities

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

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

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

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

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

C.3. Final Map

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

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

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

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

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

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

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

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

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

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

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

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

C.4. Grading and Encroachment Permit

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

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

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

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

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

C.5. Building Permit

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

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

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

C.6. Final Building Inspection

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

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

C.7. Temporary or Final Building Certificate of Occupancy

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

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

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

C.8. Acceptance of Public Improvements

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

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

C.9. Release of Improvement Security

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

C.10. Special Conditions

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

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

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

RESOLUTION 2019-_____

APPROVING THE IMPROVEMENT AND INSPECTION AGREEMENT FOR TRACT 3958, TRACY HILLS VILLAGE 8B

WHEREAS, On April 5, 2016, Tracy City Council approved Vesting Tentative Subdivision Map for Tracy Hills Phase 1A, Tract 3788 (Application No. TSM13-0005), pursuant to Resolution No. 2016-066. The Project is geographically located within the boundaries of the Vesting Tentative Subdivision Map, and

WHEREAS, The Subdivider has submitted improvement plans for the subdivision improvements for approval and has requested to proceed with construction of the improvements pending approval of the Final Map, execution of a Subdivision Improvement Agreement (SIA), and approval of the Improvement Plans, and

WHEREAS, Under the provisions of the Improvement and Inspection Agreement (IIA), the Subdivider will construct the public improvements at its own risk and responsibility, prior to approval and recordation of the Final Map and the approval of the Improvement Plans, and

WHEREAS, The City will periodically inspect Subdivider's work in constructing and installing the public improvements shown on the submitted improvement plans, and periodically advise Subdivider regarding whether the work appears to be proceeding in conformance with the submitted plans, and will further inspect construction of the public improvements after completion of the construction of the improvements, approval of the Final Map, and execution of the SIA, and

WHEREAS, The IIA will be superseded by the SIA after it is executed, and

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

WHEREAS, The Subdivider will pay for the cost of engineering, inspection and processing the Agreement;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the Improvement and Inspection Agreement for Tract 3958, Tracy Hills Village 8B.

* * * * *

The foregoing Resolution 2019-_____ was passed and adopted by the Tracy City Council on the 19th day of March 2019, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.C

REQUEST

APPROVE THE OFFSITE IMPROVEMENT AGREEMENT FOR THE HARVEST IN TRACY MULTI-FAMILY RESIDENTIAL DEVELOPMENT

EXECUTIVE SUMMARY

Approval of the Offsite Improvement Agreement (OIA) will allow LTMT Tracy, LLC (Developer) to proceed with construction of frontage improvements on Henley Parkway associated with the Harvest in Tracy Multi-Family Residential Development.

DISCUSSION

LTMT Tracy, LLC is the developer of real property located north of Henley Parkway, at the southwest corner of West Grant Line Road and Interstate I-205 (Assessor's Parcel Nos. 238-600-25, 238-600-26 and 238-600-27).

On May 16, 2017, by Resolution No. 2017-097, the City Council approved Development Review Application D15-0007, General Plan Amendment GPA17-0001, Specific Plan Amendment SPA17-0002, Tentative Map TSM17-0002 and Mitigated Negative Declaration for the Harvest in Tracy Multi-Family Residential Development.

Approval of the project was subject to certain conditions of approval, including removal and replacement of curb, gutter and pavement, installation of sidewalk, slurry seal and landscaping, and modification of striping along the full frontage of the project on Henley Parkway.

The Developer has submitted the Improvement Plans for the required improvements. Staff has reviewed the improvement plans and found them to be complete. The Developer has executed the Offsite Improvement Agreement and submitted the required security to guarantee completion of the offsite improvements. The Offsite Improvement Agreement and Improvement Plans are on file with the City Engineer and are available for review upon request.

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

FISCAL IMPACT

The Developer will pay for the cost of processing of the agreement, construction, and inspection.

STRATEGIC PLAN

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

RECOMMENDATION

That City Council approve, by resolution, the Offsite Improvement Agreement for the Harvest in Tracy Multi-Family Residential Development on Henley Parkway.

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

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

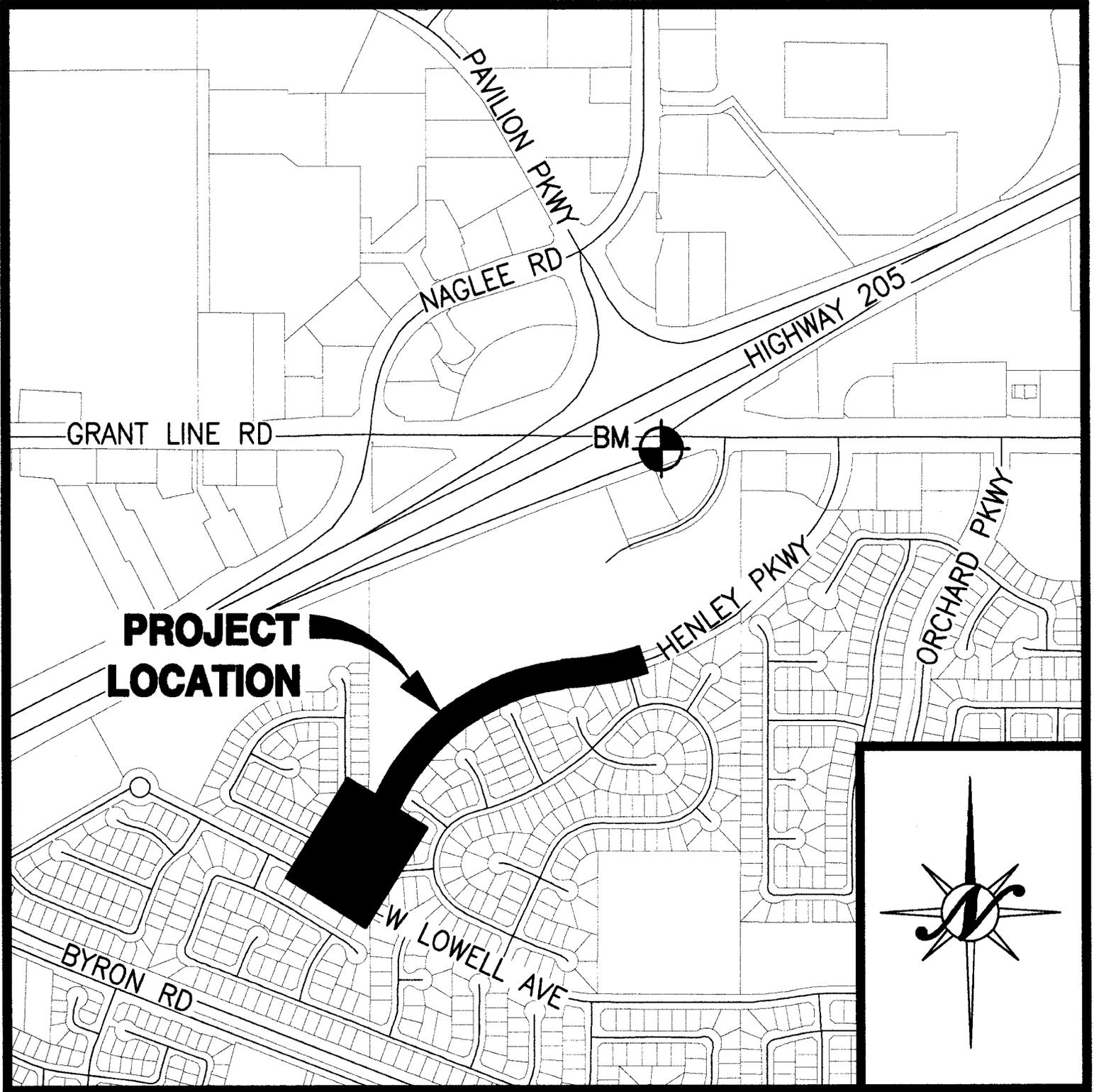
Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – Vicinity Map

Attachment B – Offsite Improvement Agreement

ATTACHMENT A



**PROJECT
LOCATION**

VICINITY MAP

NTS

ORIGINAL

**OFFSITE IMPROVEMENT AGREEMENT
HARVEST IN TRACY MULTI-FAMILY RESIDENTIAL DEVELOPMENT**

This **OFFSITE IMPROVEMENT AGREEMENT** (hereinafter "Agreement") for the Harvest in Tracy Multi-Family Residential Development located on the north side of Henley Parkway, south of the intersection of I-205 and West Grant Line Road, is made and entered into by and between the **CITY OF TRACY**, a municipal corporation (hereinafter "**City**"), and **LTMT Tracy, LLC** (hereinafter "**Developer**").

RECITALS

- A. The Developer is currently the owner of the subject real property more particularly described in Exhibit "A", attached and incorporated herein by this reference (hereinafter "**Property**").
- B. The Project is geographically situated on the north side of Henley Parkway, south of the intersection of I-205 and West Grant Line Road (portions of Assessor's Parcel Numbers 238-600-25, 238-600-26 and 238-600-27).
- C. The Development Review Application (D15-0007) for the Harvest in Tracy Multi-Family Residential Development (hereinafter "**Project**") was approved by the City Council on May 16, 2017, by Resolution No. 2017-097. Approval of the Project was subject to specified conditions of approval (hereinafter "**Conditions**"). The Conditions are attached hereto as Exhibit "B," and incorporated herein by reference.
- D. The Developer has submitted the improvement plans to remove and replace curb, gutter and pavement, install sidewalk, slurry seal and landscaping, and modify striping on Henley Parkway for the full frontage of the project (hereinafter "**Offsite Improvements**" or "**Work**") as shown on the Improvement Plans and Specifications.
- E. Improvement Plans and Specifications (which incorporate portions of the City's Standard Specifications) have been prepared on behalf of the Developer, and approved by the City Engineer, which describe in more detail the improvements which are required in this Agreement. The Plans and Specifications, as approved by the City Engineer, are on file with the City Engineer, and are incorporated herein by reference. The term "Plans and Specifications" shall include: eighteen (18) sheets of offsite street improvement plans entitled "Offsite Civil Improvement Plans for Harvest in Tracy-Tract 3863, Tracy, California, APN's 238-600-25, 26 and 27", prepared by NorthStar Engineering Group, Inc. of Modesto, California (including the minor deviation from the City's 2008 Design Standards related to slurry sealing and trench overlay within Henley Parkway, as approved by the City Engineer on May 18, 2018), and fourteen (14) sheets of offsite landscape improvement plans entitled "Harvest in Tracy, Henley Parkway Streetscape Landscape Plans, Tracy, California", prepared by SiteScapes, Inc. of Costa Mesa, California.

**CITY OF TRACY – OFFSITE IMPROVEMENT AGREEMENT
HARVEST IN TRACY
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- F. Since the required improvements, as described above and in the Plans and Specifications, have not been completed, the Developer has requested to execute this Agreement as authorized by Government Code Section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The Developer shall perform, or cause to be performed, the work described in the Plans and Specifications to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at the Developer's expense, in the manner described in the Plans and Specifications. No change shall be made to the Scope of Work unless authorized in writing by the City Engineer. The Developer may submit a written request to the City Engineer for a change in the Scope of Work, as required by Tracy Municipal Code Section 12.36.060(f).
2. **DEVELOPER'S AUTHORIZED REPRESENTATIVE.** At all times during the progress of the Work, Developer shall have a competent foreman or superintendent (hereinafter "**Authorized Representative**") on site with authority to act on behalf of the Developer. The Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. The Developer shall, at all times, keep the City Engineer informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work.
3. **LOCATION OF PERFORMANCE.** The Developer shall have all Work performed at the locations and grades shown on the Plans and Specifications. Any easement or right-of-way necessary for the performance of the Work shall be acquired by the Developer at the Developer's sole cost and expense. Any easement or right-of-way acquired by Developer for constructing program improvements shall be eligible for fee credit as per Paragraph 1 above.
4. **IMPROVEMENT SECURITY.** Concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any Work, the Developer shall furnish contract security, in a form authorized by the Subdivision Map Act (including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:
 - 4.1. **Faithful Performance** security in the amount of **\$471,659.33** to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as complete).
 - 4.2. **Labor and Material** security in the amount of **\$471,659.33** to secure payment by the Developer to laborers and materialmen (until the date on which claims are required to be made by laborers and materialmen).

**CITY OF TRACY – OFFSITE IMPROVEMENT AGREEMENT
HARVEST IN TRACY
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4.3. **Warranty** security in the amount of **\$47,165.93** to secure faithful performance of this Agreement (from the date on which the City Council accepts the Work as complete until one year thereafter).

5. **INSURANCE.** Concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any Work, the Developer shall furnish evidence to the City that all of the following insurance requirements have been satisfied.

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

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

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

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

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

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

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

5.6. **Notice of Cancellation.** Developer shall obtain endorsements to all insurance policies by which each insurer is required to provide thirty (30) days prior written notice to the City should the policy be canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

**CITY OF TRACY – OFFSITE IMPROVEMENT AGREEMENT
HARVEST IN TRACY
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- 5.7. Authorized Insurers.** All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.
- 5.8. Insurance Certificate.** Developer shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City Attorney.
- 5.9. Substitute Certificates.** No later than thirty (30) days prior to the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.
- 5.10. Developer's Obligation.** Maintenance of insurance by the Developer as specified in this Agreement shall in no way be interpreted as relieving the Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Developer may carry, at its own expense, such additional insurance as it deems necessary.
- 6. PERMITS, LICENSES, AND COMPLIANCE WITH LAW.** The Developer shall, at the Developer's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, the Developer shall obtain a City of Tracy Business License. The Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.
- 7. TIME OF PERFORMANCE.** Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. The Developer shall submit all requests for extensions of time to the City, in writing, no later than fifteen (15) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.
- 7.1. Commencement of Work.** No later than twenty one (21) days prior to the commencement of Work, the Developer shall provide written notice to the City Engineer of the date on which the Developer shall commence Work. The Developer shall not commence Work until after the notice required by this section is properly provided, and the Developer shall not commence Work prior to the date specified in the written notice.
- 7.2. Schedule of Work.** Concurrently with the written notice of commencement of Work, the Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect the Developer's prosecution of the Work.

CITY OF TRACY – OFFSITE IMPROVEMENT AGREEMENT
HARVEST IN TRACY
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- 7.3. Completion of Work.** The Developer shall complete all Work prior to the issuance of temporary or final certificate of occupancy on any of the buildings within the Project. If the Work is not completed and accepted by City Council by this date, the City Engineer may grant an extension of time if all the following conditions are met: a) the Developer submits a written request for extension at least fifteen (15) days prior to expiring date of completion, b) the City Engineer determines that Work is substantially complete and an extension is warranted, c) the Developer amends this agreement and provides bonds to cover the term of the Amendment, and d) the Developer pays all processing fees for such time extension.
- 8. INSPECTION BY THE CITY.** In order to permit the City to inspect the Work, the Developer shall, at all times, provide to the City proper and safe access to the Project site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.
- 8.1. INSPECTION FEES.** Concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any Work, the Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3-1/2 %) of the estimated Project costs (as approved by the City Engineer). In the event that the City determines that the City's actual costs of inspecting the Work (including all costs and expenses of inspection, reviewing maps and plans, field checking, testing, and administrative and overhead costs of fifteen percent (15%) exceeds the amount of Inspection Fees paid by the Developer, the Developer shall pay the City the actual costs of inspecting the Work less Inspection Fees previously paid. In the event that the City requires an independent inspection, the Developer shall pay all such costs and provide a report to the City.

In the event that the City requires an independent inspection, the Developer shall pay all such costs and provide a report to the City. In the event that the City determines that the City's actual costs of inspecting the Work (including all costs and expenses of inspection, reviewing maps and plans, field checking, testing and administrative and overhead costs of fifteen (15%) is less than the amount of Inspection Fees paid by the Developer, the City shall reimburse the Developer the cost difference between the Inspection Fees previously paid and the actual costs of inspecting the Work.

Fifteen percent (15%) of the estimated construction cost of the Work shall be allocated by the Developer for cost of materials and labor for public improvements not explicitly described on the Plans and Specifications, but intended to be part of the Work or portion of the Work that are determined by the City Engineer to be designed and constructed by the Developer, in order to complete the Work to the satisfaction of the City.

**CITY OF TRACY – OFFSITE IMPROVEMENT AGREEMENT
HARVEST IN TRACY
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9. DEFAULT

9.1. Notice of Default. In the event that the Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to the Developer and the Developer's surety (if any) in which the default is described.

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

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

9.2.2. The Developer abandons the Project site.

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

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

9.2.5. The Developer violates any legal requirement related to the Work.

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

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

9.3.2. Demand the Developer to complete performance of the Work.

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

10. ACCEPTANCE OF WORK. Prior to acceptance of the Work by the City Council, the Developer shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the Project site. The Developer's obligation to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

CITY OF TRACY – OFFSITE IMPROVEMENT AGREEMENT
HARVEST IN TRACY
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11. **WARRANTY PERIOD.** The Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of the Developer under this Agreement, the Developer shall be in default.
12. **INDEPENDENT CONTRACTOR STATUS.** The Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.
13. **OWNERSHIP OF WORK.** All original documents prepared by Developer for this Agreement are the property of the City, and shall be given to the City at the completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, the Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.
14. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
15. **INDEMNIFICATION.** Developer shall indemnify, defend, and hold harmless the City (including its elected officials, officers, agents, and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from or arising out of the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees except to the extent arising from the City's sole or active negligence or willful misconduct or defects in design provided by the City.
16. **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.
17. **NOTICES.**
 - 17.1. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective party as follows:

**CITY OF TRACY – OFFSITE IMPROVEMENT AGREEMENT
HARVEST IN TRACY
Page 8 of 9**

To City:

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

To Developer:

LTMT Tracy, LLC
Attn: Leon Swails
1156 North Mountain Ave.
Upland, CA 91786

- 17.2.** Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.
- 18. MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- 19. WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
- 20. SEVERABILITY.** In the event any term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.
- 21. JURISDICTION AND VENUE.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.
- 22. ENTIRE AGREEMENT.** This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed for this Project. This Agreement supersedes all prior negotiations, representations, or agreements.
- 23. SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Developer and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**CITY OF TRACY – OFFSITE IMPROVEMENT AGREEMENT
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IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,
a municipal corporation

By: Robert Rickman
Title: MAYOR
Date: _____

Attest:

By: Adrianna Richardson
Title: CITY CLERK
Date: _____

Approved As To Form:

By: Thomas Watson
Title: CITY ATTORNEY
Date: _____

DEVELOPER:
LTMT Tracy, LLC
a Delaware limited liability company

BY: Lewis Management Corp.
a Delaware corporation
Its Sole Manager

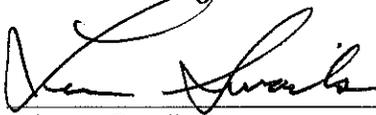
By: 
Leon Swails
Title: AUTHORIZED AGENT
Date: 6/4/18

EXHIBIT "A"

BEING RESULTANT PARCEL 2 AS DESCRIBED IN DOCUMENT NUMBER 2017-035589,
SAN JOAQUIN COUNTY RECORDS, AND LYING IN A PORTION OF SECTION 19,
TOWNSHIP 2 SOUTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN, CITY OF TRACY,
SAN JOAQUIN COUNTY, CALIFORNIA.

**Harvest in Tracy Conditions of Approval
Application Numbers D15-0007
and TSM17-0002
May 16, 2017**

These Conditions of Approval shall apply to the real property described as the Harvest in Tracy Development Project of 304 multi-family residential units on approximately 18.79 acres located on the south side of Henley Parkway, and south of the intersection of I-205 and West Grant Line Road. Assessor's Parcel Numbers 238-600-25 through -27; Application Numbers D15-0007 and TSM17-0002.

A. 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, 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 Harvest in Tracy development project, consisting of 304 multi-family residential units on approximately 18.79 acres located on the south side of Henley Parkway, and south of the intersection of I-205 and West Grant Line Road. Assessor's Parcel Numbers 238-600-25 through -27, Application Numbers D15-0007, GPA17-0001, TSM17-0002, R17-0001, and SPA17-0002. The Conditions of Approval shall specifically include all Development Services Department conditions, including Planning Division and Engineering Division 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 304 multi-family residential units on approximately 18.79 acres located on the south side of Henley Parkway, and south of the intersection of I-205 and West Grant Line Road. Assessor's Parcel Numbers 238-600-25 through -27, Application Numbers D15-0007, GPA17-0001, TSM17-0002, R17-0001, and SPA17-0002.
7. "Property" means the real property generally located on the south side of Henley Parkway, and south of the intersection of I-205 and West Grant Line Road. Assessor's Parcel Numbers 238-600-25 through -27.

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 Harvest in Tracy Development Project Mitigated Negative Declaration dated February 2017.
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 plans received by the Development and Engineering Services Department on March 22, 2017 and revised entry site plan and roadway section details dated October 7, 2016.
6. 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.
7. Prior to final inspection for any residential unit of the project, the Developer shall construct a eight- to ten-foot tall masonry wall (as measured from the taller grade on either side of the wall) along the project's north property line, consistent with requirements of the project's environmental mitigation measures related to noise attenuation. The wall design shall be subject to final approval by the Development Services Director.
8. Public Services. Before approval of the first building permit, the Developer shall do one of the following (subject to the approval of the Finance Director) to fully fund, in perpetuity,

the ongoing operational costs of providing Police services, Fire services, Public Works and other City services (collectively, the "Public Services") to the Property:

a. CFD or other funding mechanism. Enter into an agreement with the City, which shall be recorded against the Property, which stipulates that prior to final inspection or issuance of a certificate of occupancy for the first (1st) building, the Subdivider will either join a Community Facilities District (CFD) established by the City to fund the provision of Public Services for all new residential development in the City, or establish another lawful mechanism that is reasonably acceptable to the City to fund the provision of Public Services. If the Developer elects to join a City-established CFD to fund Public Services, Developer's election shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. Upon Developer's election, the Property shall be subject to the maximum special tax rates provided in the Rate and Method of Apportionment; provided, however, that: (i) the tax rate applicable to the Property shall be the same as the tax rate applicable to other similarly-situated residential properties in the City; (ii) at the time of formation of the CFD, the maximum special tax rate shall not exceed \$325 per unit per year in 2017 dollars (subject to adjustment based on the Consumer Price Index or other established index); and (iii) the City reserves the right to provide for escalation of the adopted maximum special tax rate to a commercially reasonable rate determined by the City. Developer shall have no obligation to form its own CFD to fund the provision of Public Services to the Property, and if the City has not acted to form a CFD to fund Public Services and determined the amount of the maximum special tax under such CFD prior to the issuance of the first (1st) building permit on the Property, this Condition shall be deemed to be rescinded by the City.

Or

- b. Direct funding. Enter into an agreement with the City, which shall be recorded against the Property, which stipulates that prior to issuance of a building permit, the Developer shall: (i) fund a fiscal impact study to be conducted and approved by the City to determine the long-term, ongoing operational costs of providing Public Services to the Property; and (ii) deposit with the City an amount sufficient, as reasonably determined by the City based on the approved study, to fund the full costs of providing Public Services to the Property in perpetuity.
9. Prior to the issuance of a building permit, the applicant shall provide a detailed landscape and irrigation plan consistent with City landscape and irrigation standards, 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 Efficient Landscape Ordinance on private property, and the Parks and Parkways Design Manual for public property, to the satisfaction of the Development Services Director. Said landscape plans shall include documentation which demonstrates there is no less than 20 percent of the parking area in landscaping, and 40 percent canopy tree coverage at tree maturity in accordance with City Regulations. Newly planted, on-site trees shall be a minimum size of 24-inch box and shrubs shall be a minimum size of five gallons.
10. Where landscape planters are parallel and adjacent to vehicular parking spaces, the planter areas shall incorporate a 12-inch wide concrete curb along their perimeter that is

adjacent to the parking space in order to allow access to vehicles without stepping into landscape planters.

11. Prior to the issuance of a building permit, an Agreement for Maintenance of Landscape and Irrigation Improvements shall be executed and financial security submitted to the Development Services Department. The Agreement shall ensure maintenance of the on-site landscape and irrigation improvements for a period of two years. Said security shall be equal to the actual material and labor costs for installation of the on-site landscape and irrigation improvements, or \$2.50 per square foot of on-site landscape area.
12. Annexation is required to the Zone 3 Landscape Maintenance District prior to issuance of a building permit.
13. 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 on the community structures, shall be visible from I-205, West Grant Line Road, Henley Parkway, or any other public right-of-way. All roof-mounted equipment shall be contained within the roof well or screened from view from the public rights-of- way by the roof of the building, to the satisfaction of the Development Services Director. All vents, fans and other typical residential roof appurtenances on the residential units shall be painted to match the adjacent roof surface, to the satisfaction of the Development Services Director.
14. 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.
15. 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.
16. 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 the public rights-of-way and any adjacent properties, to the satisfaction of the Development Services Director.
17. Prior to the issuance of a building permit, bicycle parking spaces shall be provided in accordance with Tracy Municipal Code Section 10.08.3510 to the satisfaction of the Development Services Director.
18. 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.
19. 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.

20. 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 tenants.
21. Prior to the issuance of a building permit, 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, loading and unloading 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.
22. 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.
23. The developer shall design and construct all buildings with fire sprinklers in accordance with City Regulations to the satisfaction of the Chief Building Official.
24. All usable open space area improvements shall be designed and improved consistent with City standards to the satisfaction of the Development Services Director.
25. Fences and gates identified adjacent to Henley Parkway, if constructed, shall be designed and constructed in accordance with City standards and, while providing site security, shall be of a decorative nature, such as wrought iron or tube steel construction, such that spaces in the fence elements result in the fence being predominantly "see through" and do not create a visual barrier. The color, material, and other design elements of the fence shall be compatible with the on-site building architecture, and the height shall be the minimum necessary to provide reasonable security but not over 72 inches tall, to the mutual satisfaction of the Developer and the Development Services Director. Any gates at project entries shall be designed to provide reasonable access by emergency vehicles and located such that vehicle stacking or queuing does not occur in the public right-of-way, to the satisfaction of the Development Services Director.
26. All exterior building colors shall be consistent with City standards and obtain approval by the Development Services Director prior to issuance of a building permit for the project.

27. The project plans (grading, improvement and building permit plans) shall include gated pedestrian access for use by apartment residents for connection to Henley Parkway. The gates, and pathways leading from the apartment buildings to the Henley Parkway frontage and sidewalk, shall be designed consistent with project plan wall and fence designs, City standards and applicable CCR Title 24 and Americans with Disabilities Act provisions.
28. The Emergency Vehicle Access (EVA) connecting the project to Henley Parkway 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. The design shall be subject to review and approval of the Development Services Director, and the pathway shall be subject to maintenance by the project Homeowner's Association.
29. All common area lots and open spaces, including landscaping, shall be maintained by a Project homeowner's association (HOA). Final covenants, conditions and restrictions (CC&Rs) shall be submitted to the City for review prior to their recordation. The CC&Rs shall be recorded prior to City issuance of the first building permit for the Project. Any subsequent operation of the project as a residential condominium shall be subject to the operational requirements of Section 12.41 of the Municipal Code.
30. The developer shall be required to pay all applicable City impact fees, including park fees. No fee credit shall be given for the developer construction of the on-site, private recreational facilities.

C. Building Division Conditions of Approval

1. Provide access that does not disable the ability to circumnavigate the complex, to the satisfaction of the Building Official.
2. Adequate radio coverage for emergency services is required at the facility.
3. NFPA 13-R and NFPA 13-D automatic sprinkler systems and fire and smoke alarm systems are required with monitoring for the apartment and single/duplex units, respectively.
4. Project must comply with the City's Water Efficient Landscape Ordinance as well as CalGreen Building Standards.
5. All facilities need to meet access standards (Title 24 – 11A).
6. If there is any federal funding involved for the project, the project must meet ADA standards.
7. Fire hydrants and FDCs are to be set outside of collapse zones to the satisfaction of the Building Official.
8. Ensure that FDC's are remote and uniformly located for multi-family structures and that such are within 100 feet of a fire hydrant.

9. Trees planted along fire apparatus access roads shall 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.
10. The 2013 California Fire Code (CFC) prohibits the use of traffic calming devices in the fire apparatus access roadways.
11. Fire apparatus access roads shall not have dead ends which exceed 150 feet without a turnaround. Ensure that where turnarounds are provided, they comply with configurations provided in the 2013 CFC, Appendix D.
12. Provide man-gates with Knox Boxes or Knox Locks or other appropriate access at fences and walls as may be required by and to the satisfaction of the Fire Chief.

D. Public Works Conditions of Approval

1. Landscaping shall be provided consistent with standard details of the City Master Plan, and including provision of tree root barriers at sidewalks.
2. Any City utility lines on the project site (plans pages C.6 and C.7) must have access for City vehicles and staff, including access to water valves, and water, storm drainage, and sanitary sewer lines.

E. Engineering Division Conditions of Approval

E.1. General Conditions

The Developer shall comply with the applicable requirements of the approved documents, technical analyses/ reports prepared for the Project listed as follows:

- a) "Harvest Apartment Traffic Impact Analysis in the City of Tracy", ("Traffic Study") prepared by Fehr & Peers, dated January 25, 2017 and any subsequent amendments and updates.
- b) "Harvest Apartment Development Water Distribution System Hydraulic Network Analysis", prepared by Blackwater Consulting Engineers, dated February 17, 2016, and any subsequent amendments and updates. ("Water Study")
- c) Technical Memorandum by Storm Water Consulting, Inc., dated September 14, 2016, and any subsequent amendments and updates. ("Storm Drainage Study")

E.2. Grading Permit

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

- 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 Developer 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, Developer 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. 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 Developer is responsible for filing the Notice of Termination (NOT) required by SWQCB. The Developer shall provide the City with a copy of the completed Notice of Termination.
 - b. The cost of preparing the SWPPP, NOI and NOT, including the filing fee of the NOI and NOT, shall be paid by the Developer.
 - c. The Developer shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the applicable provisions of the City's Storm Water Management Program.
- E.2.4. Two (2) sets of the Project's Geotechnical Report signed and stamped by a licensed Geotechnical Engineer licensed to practice in the State of California.
- 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.2.5. 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 Mitigated Negative Declaration (MND).
- E.2.6. 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 - No applications for encroachment permit will be accepted by the City as complete until the Developer provides all relevant documents related to said encroachment permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

- 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 Developer 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, if necessary, 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. If required, signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA. The Developer's obligations in the OIA shall be deemed to be satisfied upon City Council's acceptance of the public improvements and release of the Improvement Security.
 - 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. Check payment of the initial plan checking fee in the amount of \$13,000 must be submitted with the first submittal of Improvement Plans.
- 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 Developer 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 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 Developer 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 Developer 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, the "Storm Drainage Study", the First Amendment to the 2010 WSID Drainage Agreement, and as required by the City Engineer.
- g. The Developer shall pay fees required by West Side Irrigation District for annexation of approximately 4.75 acres of the project site into the "2-square mile area covered by the 2010 Drainage Agreement. Once the annexation procedure has been completed, a maximum total of 9.15 acres will be allowed to discharge to the existing 24-inch SD outfall that outlets to the WSID facilities and the existing 72-inch SD in Grant Line Road. As outlined in the Storm Drainage Study, the Developer shall verify the condition and functionality of the 24-inch SD by video monitoring and /or flow test and submit results for City Engineer's approval. Any repairs or improvements, if required, shall be completed by the Developer.
- h. The remaining acreage of the project site shall be graded to drain into the City's 42-inch SD line through a junction structure to be constructed at the northwest corner of the property. The Project Storm Drainage layout shown on the Tract 3863 Tentative Subdivision Map Conceptual Storm Drainage and Sewer Plan (Sheet C6.2) shall be revised so that horizontal separation between the storm and sewer outfall pipes complies with the minimum separation requirements listed in the City of Tracy Design Standards manual.
- i. All on-site SD facilities, including the proposed connection(s) to the City's public drainage facilities, shall be owned and maintained by the HOA.
- j. The design and construction details of the Project's storm drainage system and treatment facilities shall meet City Regulations in affect at the time of this approval and shall comply with the applicable requirements of the City's Storm Water Quality Control Standards and storm water regulations that were adopted by the City Council in 2008.

- k. Prior to the final inspection of the first building to be constructed on the Property, the Developer shall submit a signed and notarized Stormwater Treatment Facilities Maintenance Agreement (STFMA) as a guarantee for the performance of Developer's responsibility towards the repair and maintenance of on-site storm water treatment facilities. 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 Developer 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 of Tracy Public Works Director and by the City Engineer.
- b. The Project Sewer layout shown on the Tract 3863 Tentative Subdivision Map Conceptual Storm Drainage and Sewer Plan (Sheet C6.2) shall be revised so that the minimum horizontal separation between the onsite sewer and storm drain pipes complies with the minimum separation requirements listed in the City of Tracy Design Standards manual.
- c. All onsite sewer lines shall be private, and all maintenance of onsite sewer facilities shall be the responsibility of the Developer/HOA.
- d. The Developer is hereby notified that the City has limited wastewater treatment capacity in the City's Wastewater Treatment Plant until current and future expansion capital improvement projects are completed and operational. As of January 2015, the City had an unused capacity of approximately 4200 EDU's within its wastewater treatment plant available to new development within the City on a first come-first served basis. These EDU's are currently available to serve the proposed project, but as other development projects within the City come forward and building permits are issued, this remaining capacity will be reduced.

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. All water connections that are bigger than 2 inches in diameter shall be Ductile Iron Pipe (DIP).
- c. During the construction of the Project, the Developer is responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the City of Tracy Fire Code Official.

- d. 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 Developer.
- e. 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 an 8.5"X11" sheet to Finance Department.
- f. If water main shut down is necessary, the City will allow a maximum of 4-hour water supply shutdown. The Developer 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 Developer shall submit a Water Shutdown Plan and Traffic Control Plan to be used during the installation of the offsite water mains.
- g. The Developer shall design and install domestic water service connection, including a remote-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 final inspection of the building. Sub-metering will be allowed within private property. The City will not perform water consumption reading on sub-meters. The Developer/HOA will be responsible for maintenance and re-location or replacement of sub-meters.
- h. The City shall maintain water lines from the master water meter to the point of connection with the water distribution main (inclusive) only. Repair and maintenance of all on-site water lines, laterals, sub-meters, valves, fittings, fire hydrant and appurtenances shall be the responsibility of the Developer/HOA.
- i. The Developer 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 Developer 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.

E.4.6. Utility Easements

- a. Any proposed improvements within the City's existing 30' Utility Easement along the west property line of the Project shall be subject to review and

approval by both the City Engineer and Public Works Director. Proposed Maintenance access roads or curb cuts shall be reviewed and approved by the City Engineer and Public Works Director.

- b. The City Engineer and Public Works Director shall review and approve types of trees and locations of trees proposed to be planted within the City's Utility Easement.
- c. The Developer shall coordinate with local service providers and dedicate necessary Public Utility Easements (PUE) along the Project's frontage on Henley Parkway for Joint Trench Utilities to serve the Project.

E.4.7. Project Access and Traffic Circulation

- a. To obtain project access from Henley Parkway, the Project will construct new driveways per the recommendations in the Traffic Report. Project access driveways and traffic circulation shall comply with the findings of the traffic analysis by Fehr & Peers.
- b. The Developer shall install a main entrance driveway with one inbound lane (left-in and right-in) and two outbound lanes (left out and right out) on Henley Parkway.
- c. The Developer shall install a secondary Emergency Vehicle Access driveway approximately 420 feet west of the project entrance along Henley Parkway. This driveway will be 20 feet wide and will have a sliding gate. Automatic gate controls meeting fire department requirements will be provided.
- d. The Developer shall construct complete street improvements for the Private internal streets and alleys as generally shown in the Conceptual Site Plan of the Tentative Subdivision Map Tract No. 3863. Developer 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.
 - i) Private Streets and alleys will be maintained by the HOA.
 - ii) The Developer shall prepare a Signing and Striping Plan for the on-site private streets and alleys. The Signing and Striping Plan shall include all stop bar, stop legend, 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.

E.4.8. Frontage Improvements

- a. The Developer shall remove and replace existing curb and gutter and install new frontage improvements along the full frontage of the Project on Henley Parkway consistent with Henley Parkway Cross Section exhibit prepared by NorthStar Engineering Group, Inc. (dated 1/10/2017).
 - i) Prior to the issuance of a Building Permit for the project, the Developer shall dedicate a Public Utility Easement (PUE) along the full frontage of the Project on Henley Parkway. Final determination of width of the PUE dedication shall be based on review of the Joint Trench plans prepared for the project as required per Condition E4.10.
 - ii) The roadway improvements to be constructed with this Project shall include, but are not limited to, driveways, concrete curb, gutter and sidewalk, accessible ramps, asphalt concrete pavement, signing and striping, storm drains, catch basins, fire hydrants, LED street lights (if needed), landscaping and street trees with automatic irrigation system, and other improvements as determined by the City Engineer that are necessary for a safe transition from an existing two-lane divided collector street section on the east and west ends of the project to a two-lane collector with a median island/left turn lane at the Project's entrance driveway.
 - iii) The sidewalk along the frontage of the project shall conform to and connect to the existing sidewalk at the curb return at the intersection of Giovanna Lane and Henley Parkway.
 - iv) The Developer shall install a curb ramp and pedestrian crosswalk at the intersection of Henley Pkwy and Bridle Creek Circle.
 - v) The decorative fence and CMU wall that is proposed to be constructed along the frontage of the project as shown on Sheet L-2 Fence and Wall Plan shall be located behind the PUE along Henley Parkway. Maintenance of these walls and fences shall be the responsibility of the HOA.
- b. Signing and Striping Plan - The Developer shall submit a Signing and Striping plan to show the addition of a median island/left lane on eastbound Henley Parkway at the Project's main entrance driveway location and to show the transition back to the existing two-lane collector street section. Between Giovanna Lane to Bridle Creek Drive, existing pavement delineation shall be removed, the entire roadway shall be slurry sealed, and new lane markings will be installed to restripe Henley Parkway to provide 5' wide bike lanes, 11-ft. wide travel lanes, and a variable width median lane/left turn lane turning movements into and out of the project driveway. A standard 90-ft bay taper will be provided at the start of the left turn lane, and the left turn stacking length shall be 150' minimum, or as determined by the City Engineer. A standard 15:1 parabolic flare and adequate transition shall be provided east of the project entrance for the median island to transition to a standard double yellow center line stripe.

- i) As recommended by the Project Traffic Study, the median islands shall be constructed as painted islands rather than raised median islands to accommodate outbound truck traffic turning movements at the Project entrance and secondary Emergency Vehicle Access gate.
- c. Irrigation and Landscaping Plans - All parkway landscaping improvements along the frontage of the Property on Henley Parkway shall be designed and constructed in accordance with City Regulations and completed as part of the Henley Parkway Roadway 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 Developer 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.
- d. The Developer 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. All roadway improvements described in these Conditions of Approval must be designed and constructed by the Developer to meet the applicable requirements of the latest edition of the California Department of Transportation Highway Design Manual (HDM) and the California Manual of Uniform Traffic Control Devices (MUTCD), all applicable City Regulations, and these Conditions of Approval, prior to final inspection of the first building to be constructed within the Property.
- f. The Developer shall be responsible for any repairs or reconstruction of street pavement, curb, gutter and sidewalk and other public improvements along the frontage of the Project along Henley Parkway, if determined by the City Engineer to be in poor condition or damaged by construction activities related to the Project.
- g. Offsite Improvement Agreement – Prior to starting any work on Henley Parkway Roadway Improvements, the Developer 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.
 - i) Prior to the approval of the OIA, the Developer will be required to submit Improvement Plans that contain the design, construction details and specifications of all public improvements that are required to serve the Project, prepared in a 24" x 36" size polyester film (mylar), signed and stamped by the Design Engineer, for City's approval and signature. The Developer shall also submit Technical Specifications and Cost Estimates. All engineering calculations for the design of the improvements must be submitted as part of the Improvement Plans.

- ii) The Developer will be required to pay Engineering Review Fees which include plan checking, agreement and permit processing, testing, engineering inspection, and program management fees, prior to the approval of the OIA.
- h. Traffic Impact Mitigations - Prior to issuance of first Building Permit, the Project's Traffic Impacts identified in the Traffic Study are to be mitigated by the Developer. The study intersections and recommended mitigations are summarized below.
- i) Lowell Avenue / Henley Parkway – Side street stop control to be converted to all-way stop control.
 - ii) Bridle Creek Drive / Henley Parkway: Side street stop control to be converted to all-way stop control.
 - iii) Grant Line Road / Byron Road –Addition of a second westbound right turn lane is needed to mitigate Level of Service deficiencies. Per the findings of the Traffic Study, the Project's proportionate share of the LOS deficiency at this intersection in the Existing plus Project Scenario is 1% of the AM Peak Hour and 0.5% in the PM Peak Hour. The Developer shall pay for the Project's fair share cost of \$2,000 towards the construction of this improvement.
 - iv) Grant Line Road / Henley Pkwy northbound left turn lane: Based on the signalized intersection queuing analysis, it is recommended that the storage length for the northbound left-turn lane be extended from 260 feet to 575-feet of plus a 60-foot taper at the intersection of Grant Line Road / Henley Parkway. Per the findings of the Traffic Study, the Project's proportionate share of the LOS deficiency at this intersection in the Cumulative plus Project Scenario is 2.2% of the AM Peak Hour and 1.5% in the PM Peak Hour. The Developer shall pay for the Project's fair share cost of \$4,400 towards the construction of this improvement.
 - v) Corral Hollow Road / Lowell Avenue northbound left turn lane: Based on the signalized intersection queuing analysis, it is recommended that the storage length for the northbound left-turn lane be extended from 250 feet to 300-feet plus a 60-foot taper at the intersection of Corral Hollow Road / Lowell Avenue. Per the findings of the Traffic Study, the Project's proportionate share of the LOS deficiency at this intersection in the Cumulative plus Project Scenario is 0.5% of the AM Peak Hour and 0.6% in the PM Peak Hour. The Developer shall pay for the Project's fair share cost of \$1,200 towards the construction of this improvement.
- E.4.9. Traffic Control Plan - Prior to starting the work for the Project's water line connections on Henley Parkway, or the Henley Parkway Roadway Improvements, the Developer 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.4.10. Joint Utility Trench Plans – The Developer 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 Developer shall submit Joint Utility Trench Plans for the installation of electric, gas, telephone and TV cable main and service lines that are necessary to be installed to serve the Project. These utilities shall be installed within the Public Utility Easement (PUE) that will be offered for dedication to the City. The Developer 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 Developer shall verify with the respective utility owner(s) if they will allow the installation of private landscaping within the public utility easement. Developer shall provide the utilities' owner(s) written notification and receive permission to construct the improvements, prior to the approval of the building permit
 - c. Trench Restoration for Pavement cuts or utility trench(s) on existing street(s) for the installation of water distribution main, storm drain, sewer line, electric, gas, cable TV, and telephone on Henley Parkway shall comply with City Standard Plan No. 501.
- E.5. Building Permit - No building permit will be approved by the City until the Developer demonstrates, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:
- 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, or as identified in the approved Finance Plan, as required by these Conditions of Approval.
 - 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, Mitigation Measure Bio-1 of the Initial Study MND, 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.5.5. Prior to issuance of the first building permit, Developer shall submit copy of Maintenance Access Easement between Toste property owner and Harvest in Tracy HOA for maintenance and access of sound wall along north property adjacent to future Caltrans Right-of-Way.

- E.6. Acceptance of Public Improvements - Public improvements will not be accepted by the City Council until after the Developer completes construction of the relevant public improvements, and also demonstrates to the City Engineer satisfactory completion of the following:
- 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 Developer, the City shall temporarily release the originals of the Improvement Plans to the Developer so that the Developer will be able to document revisions to show the "As Built" configuration of all improvements.
 - 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 Developer.
- E.7. Temporary or Final Building Certificate of Occupancy - No Temporary or Final Building Certificate of Occupancy will be issued by the City until after the Developer provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that:
- E.7.1. The Developer has satisfied all the requirements set forth in Condition E.6, above.
 - E.7.2. The Developer has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the improvements required in these Conditions of Approval. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Developer shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to serve the Project, and the Developer shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).
- E.8. Improvement Security – The Developer 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 Developer after City Council's acceptance of public improvements, and after the Developer 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 Developer in accordance with Section 12.36.080 of the TMC.
 - E.9.2. Written request from the Developer 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 Developer shall be responsible for all costs associated with the abandonment or removal of the existing well(s) including the cost of permit(s) and inspection. The Developer shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit.
 - E.10.3. The 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.
 - 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 Developer shall bear all the cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

RESOLUTION 2019-_____

APPROVING AN OFFSITE IMPROVEMENT AGREEMENT WITH LTMT TRACY, LLC
FOR THE CONSTRUCTION OF FRONTAGE IMPROVEMENTS FOR THE HARVEST IN TRACY
MULTI-FAMILY RESIDENTIAL DEVELOPMENT

WHEREAS, On May 16, 2017 the City Council approved the Development Review application for the Harvest in Tracy Multi-Family Residential Development subject to certain conditions of approval, including removal and replacement of curb, gutter and pavement, installation of sidewalk, slurry seal and landscaping, and modification of striping along the full frontage of the project on Henley Parkway, and

WHEREAS, These roadway frontage improvements are required to be constructed prior to building occupancy of the Harvest in Tracy Multi-Family Residential Development, and

WHEREAS, The Developer has completed the Improvements Plans for the required improvements, and

WHEREAS, The Developer has executed the Offsite Improvement Agreement and submitted the required security to guarantee completion of the frontage improvements on Henley Parkway, and

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

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

NOW, THEREFORE BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the Offsite Improvement Agreement for the Harvest in Tracy Multi-Family Residential Development.

* * * * *

The foregoing Resolution 2019-_____ was passed and adopted by the Tracy City Council on the 19th of March, 2019, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.D

REQUEST

ACCEPT THE CORRAL HOLLOW ROAD WIDENING AND SANITARY SEWER PROJECT BETWEEN BYRON ROAD AND I-205 – CIPs 73102 AND 74118, AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION, AUTHORIZE THE CITY ENGINEER TO RELEASE THE BONDS AND RETENTION PAYMENT, AND AUTHORIZE THE FINANCE DEPARTMENT TO CLOSE THE PROJECTS

EXECUTIVE SUMMARY

The contractor has completed construction of the widening of Corral Hollow Road from Byron Road to Grant Line Road and new sanitary sewer piping from Fairview Avenue to I-205, CIPs 73102 and 74118, in accordance with plans, specifications, and contract documents. Project costs are within the available budget. The primary goals of these projects were to widen Corral Hollow Road from four lanes to six lanes and to construct a parallel sanitary sewer main to handle new residential growth in the southwest Tracy area.

DISCUSSION

On April 18, 2017, by Resolution No. 2017-074, City Council awarded a construction contract to Knife River Construction of Stockton, California, for \$6,591,115 for the widening of Corral Hollow Road from Byron Road to Grant Line Road, and installation of a sanitary sewer from Fairview Road to I-205, CIPs 73102 and 74118.

The scope of work included widening and reconstruction of the existing Corral Hollow Road from four lanes to six lanes from Byron Road to Grant Line Road and construction of a parallel sanitary sewer from Fairview Road to I-205. The additional traffic lanes were constructed by reducing the width of the existing median, which had been built extra wide back in the 1990s in anticipation of the eventual traffic demand caused by growth in southwest Tracy. The improvements included demolition of existing median curb and median landscaping, new median curbing and landscape improvements, street lighting and traffic signal modifications, widening of the UPRR railroad crossing near Byron Road, new lane pavements, signing and striping. In addition, the project included installation of a parallel sanitary sewer system from Fairview Drive to the existing main south of I-205. This sanitary sewer construction was part of the ongoing sanitary sewer improvements along Corral Hollow Road needed for new residential developments in southwest Tracy.

Several unanticipated obstacles were encountered during sewer construction with existing unmarked, unmapped public and private utilities, particularly near Grant Line Road. The depth of the new sewer exacerbated these challenges, which is several feet below the groundwater level. Field changes of the sewer alignment were required during construction.

Seven change orders totaling \$229,307 were issued to avoid utility conflicts, mitigate unforeseen conditions, and add necessary enhancements to the design, including 4,000 lineal feet of fiber optic cable conduit.

The project construction contract unit prices are based on estimated engineering quantities. Actual payment is based on field measured quantities installed by the contractor. According to the City's inspection records, actual field measured quantities were greater than the contract quantities in the amount of \$113,347. These quantity overruns were added to the original bid amount in accordance with the bid unit prices of the contract and are included in the Construction Contract Amount.

Status of budget and project costs is as follows:

	CIP 73102	CIP 74118	Totals
A. Construction Contract	\$ 3,247,527	\$ 3,456,935	\$ 6,704,462
B. Change Orders	\$ 185,896	\$ 43,411	\$ 229,307
C. Design support, construction management, inspection, testing, & miscellaneous expenses	\$ 1,152,445	\$ 493,955	\$ 1,646,400
Total Project Costs	\$ 4,585,868	\$ 3,994,301	\$ 8,580,169
Fund 353 I205 Area Development	\$ 2,158,902		\$ 2,158,902
Fund 363 TIMP Traffic	\$ 2,879,496		\$ 2,879,496
Fund 364 TIMP Wastewater		\$ 6,861,518	\$ 6,861,518
Total Budget Available	\$ 5,038,398	\$ 6,861,518	\$ 11,899,916
Budget Remaining	\$ 452,530	\$ 2,867,217	\$ 3,319,747

The projects have been completed within the available budget, within the period of the original contract plus the time extension given to the contractor for extra work including rain delays, per plans, specifications, and City of Tracy standards.

STRATEGIC PLAN

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

FISCAL IMPACT

The widening of Corral Hollow Road from Byron to Grant Line Road, CIP 73102, and parallel sanitary sewer from Fairview Road to I-205, CIP 74118, are approved Capital Improvement Projects with sufficient funding in the amount of \$11,899,916. The projects were completed within the available budget for a total cost of \$8,580,169. The remaining funds of \$3,319,747 will be released back into fund balance, \$2,867,217 into Fund 364 TIMP Wastewater, and \$452,530 into Fund 353 I-205 Area Development.

RECOMMENDATION

That City Council, by resolution, accept the Widening of Corral Hollow Road and sanitary sewer project between Byron Road and Grant Line Road – CIPs 73102 and 74118, as completed by Knife River Construction of Stockton, authorize the City Clerk to record the

Agenda Item 1.D
March 19, 2019
Page 3

Notice of Completion with the San Joaquin County Recorder, authorize the City Engineer to release the bonds and retention payment, and authorize the Finance Department to close the Projects.

Prepared by: Paul Verma, PE, Senior Civil Engineer

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

Approved by: Midori Lichtwardt, Interim City Manager

RESOLUTION 2019-_____

ACCEPTING THE CORRAL HOLLOW ROAD WIDENING AND SANITARY SEWER PROJECT BETWEEN BYRON ROAD AND I-205 – CIPs 73102 AND 74118, AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION, AUTHORIZING THE CITY ENGINEER TO RELEASE THE BONDS AND RETENTION PAYMENT, AND AUTHORIZING THE FINANCE DEPARTMENT TO CLOSE THE PROJECTS

WHEREAS, On April 18, 2017, by Resolution No. 2017-074, City Council awarded a construction contract to Knife River Construction of Stockton, California, in the amount of \$6,591,115 for the widening of Corral Hollow Road from Byron Road to Grant Line Road and installation of a sanitary sewer from Fairview Road to I-205, CIPs 73102 and 74118, and

WHEREAS, The Projects consisted of the widening and reconstruction of the existing Corral Hollow Road from four lanes to six lanes from Byron Road to Grant Line Road and construction of a parallel sanitary sewer from Fairview Road to I-205, and

WHEREAS, Seven change orders totaling \$229,307 were issued for the project for unforeseen circumstances, and

WHEREAS, Actual field measured quantities were higher than the estimated contract quantities in the amount of \$113,347, and

WHEREAS, The status of budget and costs is shown in the table below, and

	CIP 73102	CIP 74118	Totals
A. Construction Contract	\$ 3,247,527	\$ 3,456,935	\$ 6,704,462
B. Change Orders	\$ 185,896	\$ 43,411	\$ 229,307
C. Design support, construction management, inspection, testing, & miscellaneous expenses	\$ 1,152,445	\$ 493,955	\$ 1,646,400
Total Project Costs	\$ 4,585,868	\$ 3,994,301	\$ 8,580,169
Fund 353 I205 Area Development	\$ 2,158,902		\$ 2,158,902
Fund 363 TIMP Traffic	\$ 2,879,496		\$ 2,879,496
Fund 364 TIMP Wastewater		\$ 6,861,518	\$ 6,861,518
Total Budget Available	\$ 5,038,398	\$ 6,861,518	\$ 11,899,916
Budget Remaining	\$ 452,530	\$ 2,867,217	\$ 3,319,747

WHEREAS, The projects have been completed within the available budget, within the time frame of the original contract plus the time extension given to the contractor for extra work including rain delays, per plans, specifications, and City of Tracy standards, and

WHEREAS, The widening of Corral Hollow Road from Byron to Grant Line Road CIP 73102 and parallel sanitary sewer from Fairview Road to I-205 CIP 74118 are approved Capital

Improvement Projects with sufficient funding in the amount of \$11,899,916. The projects were completed within the available budget for a total cost of \$8,580,169; the remaining funds of \$3,319,747 will be released back into fund balance, \$2,867,217 into Fund 364 TIMP Wastewater and \$452,530 into Fund 353 I-205 Area Development;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby accepts the Widening of Corral Hollow Road and Sanitary Sewer Project between Byron Road and Grant Line Road, CIPs 73102 and 74118, as completed by Knife River Construction of Stockton, authorizes the City Clerk to record the Notice of Completion with the San Joaquin County Recorder, authorizes the City Engineer to release the bonds and retention payment and authorizes the Finance Department to close the Projects.

The foregoing Resolution 2019-_____ was passed and adopted by the Tracy City Council on the 19th day of March 2019, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.E

REQUEST

APPROVE A SITE LEASE AGREEMENT WITH T-MOBILE WEST TO UPDATE ONE LIGHT STANDARD AT RITTER FAMILY BALL PARK, PLACE TELECOMMUNICATION DEVICES ON THE LIGHT STANDARD AND LEASE GROUND SPACE FOR AN INITIAL TERM OF FIVE YEARS, NOT TO EXCEED TWENTY YEARS

EXECUTIVE SUMMARY

T-Mobile West, a Delaware limited liability company (T-Mobile), has requested a site lease agreement with the City of Tracy (City) at Ritter Family Ball Park, located at 2300 N. Tracy Blvd. The initial term of the lease is for five years, with three additional five-year terms, not to exceed twenty years. T-Mobile will replace one light standard and utilize a 17' by 17' space on the ground for required support facilities. Rent for the location will be \$2,000 per month with an increase of 3.5% to the preceding year's rent amount on each anniversary of the commencement date.

DISCUSSION

The City has been approached by T-Mobile to secure a site to place a telecommunication device (cell antenna) on City property. Negotiations ensued resulting in the recommendation of Ritter Family Ball Park for the location of the device. The specific location is along the third-base line of the north baseball diamond. T-Mobile will also be providing an upgraded light standard and improved, current-technology sports field lights at its expense on this one pole.

The initial term of the lease is for five years, with three additional five-year terms, not to exceed twenty years. Per Section 20 of the contract, in the event the Park is renovated, the City and T-Mobile have also agreed as follows: *"The City agrees to pay for the relocation of New Light Standard and the Tenant shall pay for interconnection therefore and the reinstallation of the antenna to the New Light Standard."*

This is comparable to leases entered into between the City and other communication companies. As consideration for the lease of this site, the City will receive \$2,000 a month in addition to the previously noted field lighting improvements. Rent shall be increased on each anniversary of the Commencement Date by an amount equal to three and one-half percent (3.5%) of the rent for the immediately preceding year.

FISCAL IMPACT

The General Fund (101) will receive an increase in revenue by \$24,000 for the first year with an annual increase of 3.5% each subsequent year.

STRATEGIC PLAN

This agenda item is consistent with the priority of Governance Goal 2, Section 3 to identify new revenue opportunities.

RECOMMENDATION

That the City Council, by resolution, approve a site lease agreement with T-Mobile West to update one light standard and field lights, place telecommunication devices on the light standard, and lease ground space for an initial term of five years, not to exceed twenty years.

Prepared by Robin Kloepfer, Management Analyst II

Reviewed by Don Scholl, Director of Public Works
Brian MacDonald, Parks & Recreation Director
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manger

Approved by Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – Site Lease Agreement between City of Tracy and T-Mobile West LLC

**SITE LEASE AGREEMENT BETWEEN
CITY OF TRACY AND T-MOBILE WEST LLC**

This Site Lease Agreement (the "Lease") is entered into between the City of Tracy, a California municipal corporation ("Landlord"), and T-Mobile West LLC, a Delaware limited liability company ("Tenant"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Premises.** Subject to the following terms and conditions, Landlord grants to Tenant a lease for ground space and space on the New Light Standard (as defined below) (collectively, the "Premises") that is a portion of certain real property located at 2300 Tracy Boulevard, Tracy, California 95376 (APN # 233-020-01) (the "Property"). The Property is comprised of approximately 10.09 acres and is further described in Exhibit A, attached hereto and incorporated herein by this reference. The Premises includes an approximately 100 square foot area on the Property for the construction of the New Light Standard, together with an approximately 180 square foot area of ground space on the Property for Tenant's communication equipment as permitted by Development Review Application D18-013. The Premises are depicted in Exhibit B, attached hereto and incorporated herein by this reference. Subject to the following terms and conditions herein, Landlord leases the Premises to Tenant, including any applicable easements for access and utilities.
- 2. Cooperation.** From and after the Effective Date (as defined below) and during the Term (also defined below), Landlord agrees to cooperate with Tenant in obtaining and maintaining, at Tenant's sole expense, all licenses and permits required for Tenant's use of the Premises and Tenant's construction and operation of its communications facilities (collectively, the "Governmental Approvals") and Landlord agrees to allow Tenant to perform surveys, soils testing, and other engineering procedures on, under, and over the Property necessary to determine whether or not the Premises will be acceptable to Tenant's engineering specifications, system design, and Governmental Approvals. Any such testing will not unreasonably interfere with Landlord's operations.
- 3. Lease Term.** The initial term of this Lease will be five (5) years commencing with the start of construction by Tenant of its communications facilities on the Premises (the "Commencement Date"), and ending at 11:59 p.m. on the day immediately preceding the fifth (5th) anniversary of the Commencement Date (the "Initial Term"). The Initial Term may renew for three (3) additional and successive terms of five (5) years each (each a "Renewal Term"), for a maximum of twenty (20) years. Each Renewal Term will be on the same terms and conditions as set forth herein. The Initial Term, together with any Renewal Terms, are referred to collectively as the "Term." Tenant may elect not to renew, provided Tenant notifies Landlord in writing of Tenant's intention not to extend this Lease at least ninety (90) days prior to the expiration of the then current Term. Landlord may elect not to renew, provided Landlord notifies Tenant in writing of Landlord's intention not to extend this Lease at least one hundred eighty (180) days prior to the expiration of the then current term.
- 4. Use.** The Premises may be used by Tenant solely for the provision of Tenant's wireless communications services, including without limitation, the transmission, reception and amplification of radio communication signals in any and all frequencies and the construction, maintenance and operation of related communications facilities, and related equipment and activities. The "Antenna Facilities" that the Tenant may install pursuant to this Lease are

generally described in Section 8 below. Tenant will be solely responsible for maintaining the Antenna Facilities.

5. Consideration. In addition to the Rent required in Section 6 below, Landlord and Tenant agree to the following:

- a. Upon the Commencement Date, Tenant, at its sole cost and expense, shall dismantle, remove and discard an existing light standard from the Property and shall design, permit, construct and install a new light standard (the "New Light Standard") in accordance with Tenant's construction plans in the location shown on Exhibit B attached hereto. The New Light Standard shall be constructed in a good and workmanlike manner. Tenant shall also install light fixtures (the "Light Fixtures") upon the New Light Standard which shall be attached thereto at the location and height shown on Exhibit B. Upon installation of the New Light Standard, Tenant shall maintain title and ownership of the New Light Standard and shall be responsible for conducting all repair and maintenance thereon at its sole cost and expense. Landlord shall have no obligation to replace or repair the New Light Standard and no liability for failure to do so.
- b. Tenant expressly covenants not to sue Landlord for any claims, injury, and/or causes of action arising from or related to Tenant's failure to maintain, replace or repair the New Light Standard. Tenant shall be responsible for and shall have the right to maintain, modify, repair, change-out, and remove the Antenna Facilities and ancillary equipment thereto and hereby expressly covenants not to sue Landlord for any causes of action arising from or related to Tenant's acts or omissions regarding such.
- c. Upon the expiration or earlier termination of this Lease, and upon the mutual written consent of the parties, title and ownership of the New Light Standard shall automatically, without need for execution of further documentation, transfer to Landlord, in its "AS IS" and "WHERE IS" condition, without warranty or representation of any kind. Following such transfer, Landlord will be solely responsible for the ongoing maintenance and upkeep of the New Light Standard and Tenant shall have no further responsibility in relation thereto.

6. Rent.

- a. Within twenty (20) business days of the Commencement Date and on the first day of each month thereafter, Tenant shall pay Landlord the amount of Two Thousand and No/100 Dollars (\$2,000.00) per month (the "Rent"). Rent will be payable on the first (1st) day of each month in advance to the Landlord at Landlord's address specified in Section 15 below. If the Lease is commenced on a day other than the first day of the month, the Rent will be prorated for that first month for the number of days from the date of execution to the end of the month.
- b. If this Lease is terminated on a day other than on the last day of a month, the Rent will be prorated as of the date of termination, and in the event of termination for any reason other than the nonpayment of Rent, all prepaid Rents will be refunded to Tenant.
- c. Throughout the Term and any Renewal Terms, Rent shall be increased on each anniversary of the Commencement Date by an amount equal to three and one-half percent (3.5%) of the Rent for the immediately preceding year.

7. Non-Interference. Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use any portion of the Property in any way which unreasonably interferes with the operations of the Tenant. Such unreasonable interferences will be deemed a material breach by Landlord, and Landlord will have the responsibility to terminate said unreasonable interference if Landlord has the power to do so. Interference by third parties, beyond the control of Landlord, will not be deemed a breach by Landlord. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference will cause irreparable injury to Tenant, and therefore Tenant will have the right, in addition to any other rights that it may have at law or in equity, to elect to enjoin such interference or to terminate this Lease, upon proper notice to Landlord. For the purposes of this section, any interference with the operations of the Tenant that is reasonably necessary for Landlord to fulfill its function as a public entity will not be unreasonable.

8. Improvements; Utilities; Access.

- a. Tenant will have the right, at its sole expense, to erect and maintain on the Premises improvement, personal property, communication equipment cabinets, cabling, optical fiber, radios, remote radio units, amplifiers, transmitting and receiving antennas and dishes, back-up batteries, GPS receiver and ancillary equipment related thereto (collectively, the "Antenna Facilities), in conformance with the improvements identified in Development Review Application D18-0013. Nothing in this Lease will excuse any requirement that Tenant obtain zoning and building permits from the City of Tracy, as necessary, for any changes to the equipment installed at the Premises. Tenant will not expand the Premises without prior written approval by the Landlord, which approval will not be unreasonably denied, conditioned, or delayed. Tenant will have the right to alter, replace, enhance and upgrade the Antenna Facilities at any time during the term of this Lease so long as such equipment is within the Premises. Tenant agrees to pay Landlord's reasonable costs of review, as performed by Landlord's Development Services Department, not to exceed Landlord's actual fully loaded cost for such review, for any Tenant requested increases in the number of antennas in excess of twelve (12).
- b. Tenant will pay to install a dedicated meter and pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Tenant will have the right to draw electricity and other utilities from the existing utilities on the Property or obtain separate utility service from any utility company that will provide service to the Property. Tenant will also have the right to bring onto the Premises a standby power generator for Tenant's exclusive use. The use of any such generator must comply with the City's noise ordinance and must not interfere with City's use of Property as of the Effective Date. Landlord agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Premises, including the grant to Tenant or the servicing utility company, at no cost to the Tenant, of an easement in, over, across, or through the Property as required by such servicing utility company to provide utility services as provided herein. Any easement necessary for such power or other utilities will be at a location reasonably acceptable to Landlord and the servicing utility company, provided, however, Landlord is deemed to have approved all easements in their location as depicted on Exhibit B, attached hereto.
- c. Landlord will provide to Tenant, at a mutually agreeable location, ingress, egress, and access to the Premises adequate to service the Premises and Antenna Facilities twenty-four (24) hours-a-day, seven (7) days-a-week, during the Term of this Lease and any renewals thereof at no additional charge to Tenant. A recorded easement or

Memorandum of Lease will evidence said right of access. Tenant will provide a minimum of two (2) business days advance telephonic notice for need of ingress to Premises in instances not considered an emergency. Landlord's non-emergency contact phone number for access notice is (209) 831-6300 ("Access Number"). Tenant may leave a voicemail at the Access Number as sufficient notice of Tenant's intent to access the Premises if no one answers.

- d. Tenant will perform all of its construction and installation work at the Premises at its sole cost and expense and in a good and workmanlike manner. Tenant will maintain the Antenna Facilities and the Premises in a neat and safe condition in compliance with all applicable codes and governmental regulations. Landlord, in its capacity as Landlord, reserves the right to undertake structural, civil, and architectural review and approval of the improvements, including, but not limited to, approval of plans, specifications, and proof of permits, which approval will not be unreasonably withheld or delayed. Nothing in this Lease will excuse Tenant's obligation to follow the City of Tracy's, or other governmental entity's customary, applicable, and usual regulatory procedures and to pay the City of Tracy's, or other governmental entity's customary, applicable, and usual fees or charges for same.

9. Termination. Except as otherwise provided herein, this Lease may be terminated without any penalty or further liability on sixty (60) days prior written notice as follows:

- a. By either party upon a default of any covenant or term hereof by the other party, which is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of written notice; provided further that, if the default cannot reasonably be cured within such sixty (60) day period, the notified party shall not be in default of this Lease if such party commences to cure the default within the sixty (60) day period and diligently and in good faith continues to cure the default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof);
- b. By Tenant if it is unable to obtain or maintain, through no fault of Tenant, any license, permit or other Governmental Approval necessary to the construction and/or operation of the Antenna Facilities or Tenant's business; or
- c. By Tenant, if the Tenant determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength, coverage or interference.

Upon termination by either party, for reasons other than casualty and condemnation, Tenant must restore the Premises to its original or better condition as of the Commencement Date of this Lease, normal wear and tear excepted. It is understood that the Antenna Facilities will remain the exclusive property of Tenant.

10. Taxes. Tenant will pay any personal property taxes and/or possessory interest taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities. Tenant will pay, as additional Rent, any increase in real property taxes levied against the Premises which is directly attributable to Tenant's use of the Premises, and Landlord agrees to furnish proof of such increase to Tenant. If Landlord receives a notice of assessment that imposes taxes

or assessments on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant, then Tenant shall, in its sole discretion, have the option to either: (i) reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, or (ii) challenge any such tax or assessment at Tenant's sole cost and expense, with Landlord's full cooperation. This provision constitutes written notice to Tenant pursuant to California Revenue and Taxation Code section 107.

- 11. Insurance.** Tenant will provide Commercial Liability Insurance in an aggregate amount of \$2,000,000 and include Landlord as an additional insured on the policy or policies. Tenant may satisfy this requirement by obtaining appropriate endorsements, to any umbrella policy of liability insurance Tenant may maintain. Tenant may self-insure with respect to any of the above insurance so long as Tenant provides documentation reasonably acceptable to Landlord.
- 12. Destruction of Property (Includes Acts of God).** If the Property or the Premises are destroyed or damaged, other than by Tenant, or as a result of Landlord's negligence, so as in Tenant's judgment, to hinder the effective use of the Antenna Facilities, Tenant may elect to terminate this Lease as of the date of the damage or destruction by so notifying Landlord not more than one hundred (180) days following the date of damage. In such event, all rights and obligations of the parties will cease as of the date of the damage or destruction and Tenant will be entitled to the reimbursement of any Rent prepaid by Tenant.
- 13. Location.** The location of the Premises will be subject to prior written approval of the Landlord, which will not be unreasonably withheld, conditioned, or delayed, provided however, that Landlord's approval of Exhibit B attached hereto shall constitute Landlord's approval of the location of the Premises as shown thereon.
- 14. Indemnity and Hold Harmless.** Tenant agrees to indemnify and hold Landlord harmless from any and all claims to the extent caused by the installation, use, maintenance, repair or removal of Tenant's Antenna Facilities, except to the extent such claims arise from work performed by others not at, or under, Tenant's direction.
- 15. Notices.** All notices, requests, demands, and other communications hereunder must be in writing and will be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

To Landlord:

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
Attn: Public Works Director

To Tenant:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/SC07259A

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

16. Title and Quiet Enjoyment; Hazardous Substances.

- a. Landlord warrants that it:
 - i. Has full right, power and authority to execute this Lease; and
 - ii. Has good and unencumbered title to the Property free and clear of any liens or mortgages. Landlord further warrants that Tenant will have quiet enjoyment of the Premises during the Term of this Lease and all renewals thereof.
- b. Landlord represents and warrants to Tenant that, to the best of Landlord's knowledge, Hazardous Substances have not been generated, stored, or disposed of on the Property. "Hazardous Substances" will be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar terms by any federal, state, or local environmental law, regulation or rule presently in effect or promulgated in the future as such laws, regulations, or rules may be amended from time to time; and it will be interpreted to include, but not be limited to, any substance which, after release into the environment, will or may reasonably be anticipated to cause sickness, death, or disease. Landlord agrees to be responsible for all losses or damage caused by any Hazardous Substances on or entering the Property, except those brought onto the Property by Tenant, and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law. Nothing in this section will be construed as making Landlord liable in any manner, including but not limited to, any indemnity or hold harmless obligations, as to any hazardous Substance generated, stored, or disposed of by Tenant.

17. Assignment. Tenant will not assign this Lease, or sublet the Premises, without the prior written consent of Landlord, which consent will not be unreasonably withheld, conditioned or delayed; provided, however, that Tenant may, without Landlord's consent, assign its interest in this Lease to its parent company, or to any subsidiary or affiliate of it or its parent company, or to any successor-in-interest by merger, consolidation or sale of all or substantially all of its assets in the market where the Property is located. Upon assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Any sublease that is entered into by Tenant will be subject to the provisions of this Lease. Tenant may also assign or sublet, without Landlord's consent, to its lender and said lender's assignees, to any or all of its general partners, or to any party controlling, controlled by, or under common control with Tenant or to any party which acquires substantially all of the assets of Tenant in the market where the Property is located.

Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any such mortgages or holder of security interests including their successor or assigns (hereinafter collectively referred to as "Mortgagees"). If a Mortgagee requires Landlord to issue a written consent to the leasehold financing, Tenant agrees to pay Landlord's reasonable costs incurred in reviewing such Mortgagees' requests for consent to leasehold financing. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant except

that the cure period for any Mortgagee will not be less than thirty (30) days after receipt of the default notice.

Landlord may assign this Lease upon Tenant's written consent, which will not be unreasonably withheld, and shall be subject to the assignee assuming all of Landlord's obligation herein. In the event of a change of ownership of the Property, within five (5) days of such transfer, Landlord, or its successor, shall send to Tenant the following: (i) new vesting deed to the Property evidencing the sale or transfer, (ii) Internal Revenue Service Form W-9 and other required tax documents completed by the transferee, (iii) successor Landlord's contact information, including address for notice, and (iv) other documentation reasonably requested by Tenant.

18. Successors and Assigns. This Lease will run with the Property described in Exhibit A. This Lease will be binding upon and inure to the benefit of the parties, their respective successors personal representatives, and assigns.

19. Conformance with Conditions. Tenant must comply with all conditions of Development Review Application D18-0013 and all the terms of Chapter 10.25, Telecommunications Facilities, of the Tracy Municipal Code, in effect as of the date of this Lease.

20. Redevelopment. Subject to the other provisions of this Lease, in the event Landlord desires to redevelop, modify, remodel or in any way alter the Property and any improvements thereon ("Redevelopment"), Landlord shall in good faith use its best effort to fully accommodate Tenant's continuing use of the Premises. In the event that Landlord's plans require movement of the new Light Standard, the parties shall negotiate in good faith an acceptable location. The City agrees to pay for the relocation of New Light Standard and the Tenant shall pay for interconnection therefore and the reinstallation of the antenna to the New Light Standard.

21. Miscellaneous.

- a. The prevailing party in any litigation or other proceeding arising hereunder will be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.
- b. This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.
- c. If either party is represented by a real estate broker or other broker or professional in this transaction, that party will be fully responsible for any fee due such broker or other professional, and will hold the other party harmless from any claims for commission by such broker or other professional.
- d. Landlord agrees to cooperate with Tenant in executing any documents (including, but not limited to, a Memorandum of Lease) necessary to protect Tenant's right hereunder or Tenant's use of the Premises. Landlord and Tenant agree to cooperate with each other in executing said Memorandum of Lease and further agree to the recordation of same in the Official Records of San Joaquin County. Said Memorandum of Lease must be in a form substantially similar to the sample attached hereto as Exhibit C. Within ninety (90) days of the expiration or earlier termination of this Lease, Tenant agrees to record a

quitclaim deed in the official Records of San Joaquin County to evidence the termination of Tenant's interest in the Property.

- e. This Lease will be construed in accordance with the laws of the State of California.
- f. If any term(s) of this Lease is found to be void or invalid, such invalidity will not affect the remaining terms of this Lease, which will continue in full force and effect.
- g. Tenant will not allow any mechanics' or materialman's liens to be filed against the Premises or the Property by reason of work or materials performed or furnished to or for Tenant. If such a lien is filed, Tenant may contest the same in good faith, but will cause the lien to be released of record within thirty (30) days of filing by payment, bond or otherwise.
- h. Tenant herein covenants by and for itself, its assigns, and all persons claiming under or through Tenant, that this Lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any persons or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, age or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the Premises herein leased, nor shall the Tenant, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, occupancy, or tenants, sublessees, subtenants, or vendees in the Premises of herein leased."

22. Waiver of Landlord's Lien.

- a. Landlord waives any lien rights it may have concerning the Antenna Facilities which are deemed Tenant's personal property and not fixtures, and Tenant has the right to remove the same at any time without Landlord's consent.
- b. Landlord acknowledges that Tenant may enter into a financing arrangement including promissory notes and financial and security agreement for the financing of the Antenna Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Landlord:
 - i. Consents to the installation of the Collateral;
 - ii. Disclaims any interest in the Collateral, as fixtures or otherwise; and
 - iii. Agrees that the Collateral will be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

23. Marking and Lighting Requirements. Tenant will be responsible for the compliance of its Antenna Facilities with all applicable marking and lighting requirements of the Federal Aviation Administration (FAA) and the Federal Communications Commission (FCC).

24. Signatures. The individuals executing this Lease represent and warrant that they have the right, power, legal capacity, and authority to enter into this agreement on behalf of the respective legal entities of the Tenant and the Landlord. This Lease shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year last signed below (the "Effective Date").

Landlord:
City of Tracy, a California municipal corporation

By: _____

Title: _____

Date: _____

Approved by City Council on (date) by Resolution No. _____

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

Thomas T. Watson, City Attorney

Tenant:
T-Mobile West LLC,
a Delaware limited liability company

By Todd Wheeler
Area Director, Engineering & Operations

Title: _____

Date: 2/5/19

Federal Employer Tax ID No. 91-1983600

By: _____

Title: _____

Date: _____

Lois Duran
T-Mobile Legal Approval
Lois Duran

**EXHIBIT A
DESCRIPTION OF PROPERTY**

APN # 233-020-01

The Property is described as follows:

Property located in San Joaquin, CA

PARCEL 1:

The South one-half (S½) of Lot 73 of Parker Acres, except the Easterly 860 feet thereof, and all of Lot 72 of Parker Acres, except the Easterly 860 feet thereof, all as per map of Parker Acres now on file in the office of the County Recorder of said San Joaquin County. (All measurements computed from Lot lines.) (\$4.95 I. R. Stamps attached and cancelled.)

LESS AND EXCEPT that portion of property conveyed to James McDermott Post #172 The American Legion Department of California, a corporation from City of Tracy, a municipal corporation by Grant Deed dated August 03, 1955 and recorded August 16, 1955 in Deed Book 1780, Page 216.

LESS AND EXCEPT that portion of property conveyed to James McDermott Post #172 The American Legion Department of California from City of Tracy, a municipal corporation by Grant Deed dated August 08, 1961 and recorded August 24, 1961 in Deed Book 2450, Page 265.

AND BEING a portion of the same property conveyed to City of Tracy, a California municipal corporation from C. E. Ritter and Margaret H. Ritter, his wife by Deed dated November 29, 1944 and recorded December 22, 1944 in Deed Book 902, Page 296.

PARCEL 2:

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

All that portion of Lot 72 PARKER ACRES, according to the Official Map or Plat thereof filed for record August 06, 1923 in Vol. 10 of Maps and Plats, Page 73, lying West of the West line of Sunset Park Subdivision and South of the South line of 20th Street extended Westerly as shown on the Sunset Park Subdivision.

EXCEPT the Westerly 141.8 feet thereof (the East line thereof being parallel with the East line of McKinley Avenue).

LESS AND EXCEPT that portion of property conveyed to James McDermott Post #172 The American Legion Department of California from City of Tracy, a municipal corporation by Grant Deed dated August 08, 1961 and recorded August 24, 1961 in Deed Book 2450, Page 265.

AND BEING a portion of the same property conveyed to City of Tracy, a California municipal corporation from James Mc Dermott Post No. 172 The American Legion Department of the California, a corporation by Grant Deed dated August 31, 1955 and recorded October 27, 1955 in Deed Book 1803, Page 287.

Tax Parcel No. 233-020-01

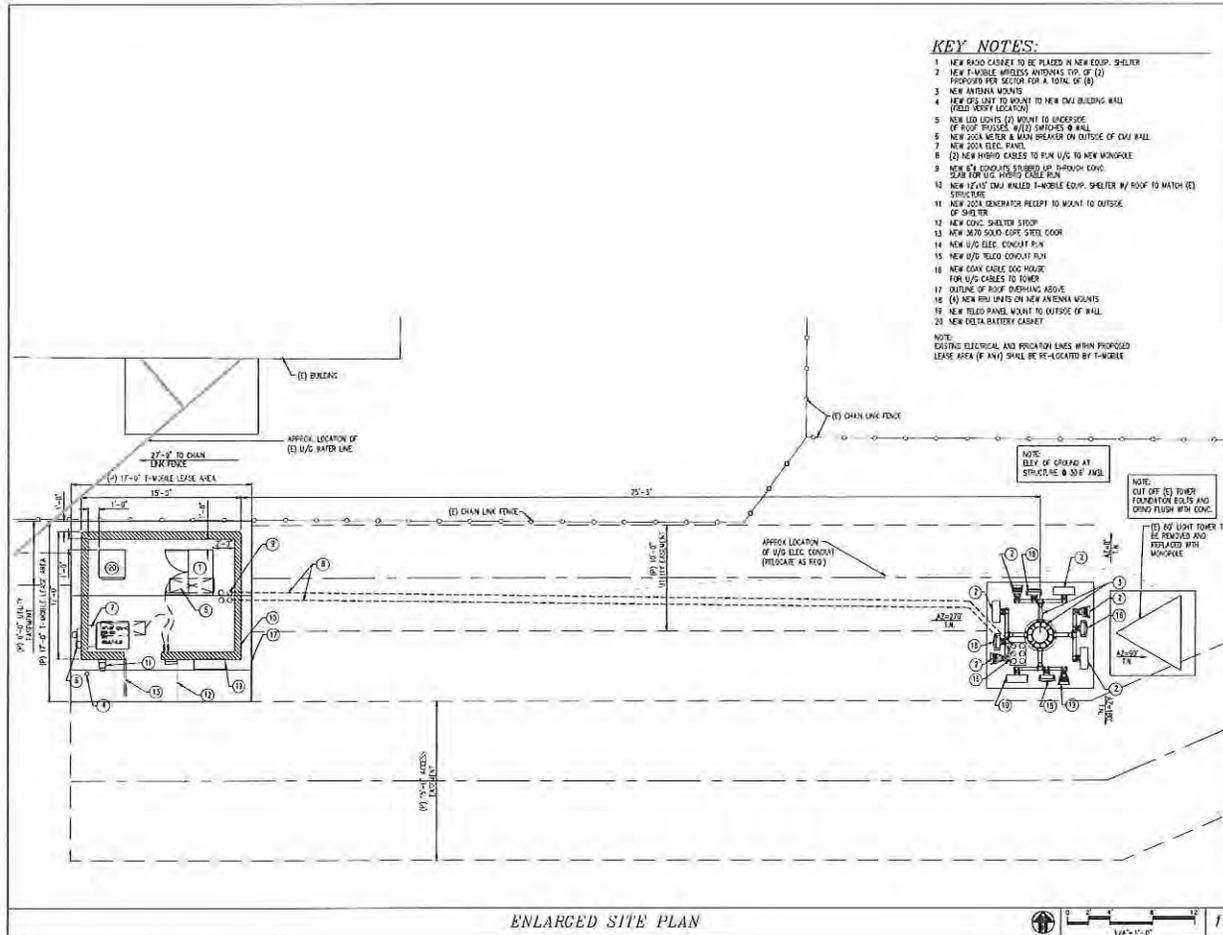
EXHIBIT B
DESCRIPTION OF PREMISES

The Premises are described and/or depicted as follows:

(See Attached)

Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Tenant.
2. Setback of the Premises from the Property boundaries shall be the distance required by the applicable governmental authorities.
3. Width of the access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions and locations may vary from what is shown above.
5. The location of any utility easement is illustrative only. The actual location will be determined by the servicing utility company in compliance with all local laws and regulations.



KEY NOTES:

- 1 NEW RACK CABINET TO BE PLACED IN NEW EQUIP. SHELTER
- 2 NEW T-MOBILE WIRELESS ANTENNAS TOP OF (2) PIPES FOR SECTOR FOR A TOTAL OF (4)
- 3 NEW ANTENNA MOUNTS
- 4 NEW GPS UNIT TO MOUNT TO NEW CHU BUILDING WALL (FIELD VERIFY LOCATION)
- 5 NEW LED LIGHTS (2) MOUNT TO UNDERSIDE OF ROOF TRUSSES, W/LED STRIPS @ WALL
- 6 NEW 200A W/NER & MAIN BREAKER ON OUTSIDE OF CHU WALL
- 7 NEW 200A ELEC. PANEL
- 8 (2) NEW FIBER CABLES TO RUN U/G TO NEW MONORAIL
- 9 NEW 6" CONCRETE RAISED UP THROUGH CONC. SLAB FOR U/G WIRELESS CABLE RUN
- 10 NEW LEASO CHU RAILED T-MOBILE EQUIP. SHELTER W/ ROOF TO MATCH (E) STRUCTURE
- 11 NEW 200A GENERATOR PREEPT TO MOUNT TO OUTSIDE OF SHELTER
- 12 NEW CONC. SHELTER STROOP
- 13 NEW 3/16" SOLID COPR. SHELTER DOOR
- 14 NEW U/G ELEC. CONDUIT P/N
- 15 NEW U/G TELE CONDUIT P/N
- 16 NEW CONC. CABLE DOG HOUSE FOR U/G CABLES TO TOWER
- 17 OUTLINE OF ROOF DRAINING ADDS
- 18 (4) NEW CHU LAMPS ON NEW ANTENNA MOUNTS
- 19 NEW TELE PANEL MOUNT TO OUTSIDE OF WALL
- 20 NEW DELTA BATTERY CABINET

NOTE: EXISTING ELECTRICAL AND PROTECTION LINES WITHIN PROPOSED LEASE AREA (F ANV) SHALL BE RE-LOCATED BY T-MOBILE

NOTE: ELEV. OF GRABND AT STRUCTURE @ 33' E' ANGL.

NOTE: CUT OFF (E) RIVER FOUNDATION EOLDS AND GRND FLUSH WITH CONC. (D) AS LIGHT TOWER TO BE REMOVED AND REPLACED WITH MONORAIL.

PROPRIETARY INFORMATION
THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THESE SITE-COM IS STRICTLY PROHIBITED

PROJECT INFORMATION
TRACY BALLPARK
200 W. N. HWY. 90
MAY, CA 94576

REV. #	DATE	DESCRIPTION	BY
1	3-13-13	50% ZDS	VAT
2	3-27-13	REV 50% ZDS	VAT
3	5-1-13	100% ZDS	VAT

COORDINATING ENGINEER
Peak Site-Com
12852 Esholt Ave. Suite 101
Dublin, California 94568
Phone (510) 885-6160
E-Mail info@peaksitecom.com

SCALE: 1/4" = 1'-0"

ENLARGED SITE PLAN

A-1 **O**

PROPRIETARY INFORMATION
 THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO PEAK SITE-COM IS STRICTLY PROHIBITED.

CLIENT
T-Mobile
 T-MOBILE WEST LLC
 1500 Colorado Blvd, Suite 100, Northbrook, IL 60062

PROJECT INFORMATION
TRACY BALLPARK
 100 NORTH FIRST AVE
 TRACY, CA 95376

REV	DATE	DESCRIPTION	BY
1	3-14-18	REV ZOS	WRT
2	3-27-18	REV ZOS ZOS	WRT
3	5-1-18	100% ZOS	WRT

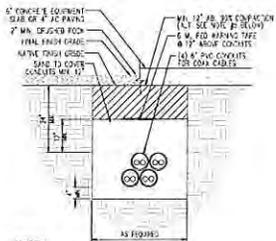
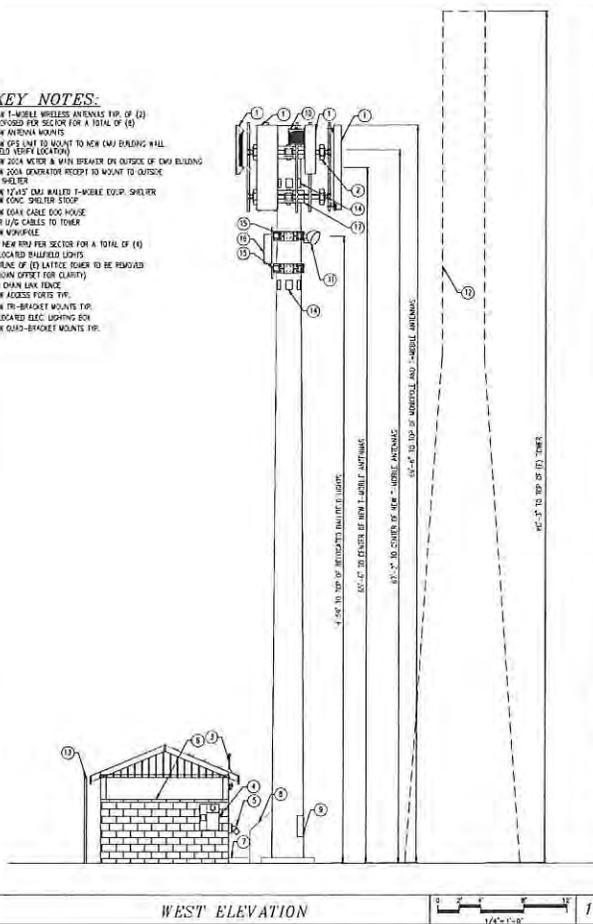
COORDINATING OWNER
Peak Site-Com
 12852 Colhart Ave, Suite 101
 Auburn, California 95602
 Phone (530) 885-6160
 E-Mail info@peaksitecom.com



SHEET NO. 1 OF 1
 SHEET TITLE: ELEVATION
 SHEET NUMBER: A-2
 REVISION: 0

KEY NOTES:

- 1 NEW T-MOBILE WIRELESS ANTENNAS TYP. OF (2) PROPOSED PER SECTION FOR A TOTAL OF (4)
- 2 NEW ANTENNA MOUNTS
- 3 NEW (2) LANT TO MOUNT TO NEW (CM) BUILDING WALL (FIELD VERIFY LOCATION)
- 4 NEW 200A METER & MAIN BREAKER ON OUTSIDE OF CMU BUILDING
- 5 NEW 200A DISCONNECT RECEPT TO MOUNT TO OUTSIDE OF WHEELER
- 6 NEW 1/2" X 1/2" CMU MOUNTED T-MOBILE EQUIP. SHELTER
- 7 NEW CONC. SHELTER STOP
- 8 NEW (2) CMU CABLE DOW HOUSE FOR U/G CABLES TO TOWER
- 9 NEW WORKPILE
- 10 (1) NEW TRIP FREE SECTION FOR A TOTAL OF (4)
- 11 RELOCATED BALDFIELD LIGHTS
- 12 OUTLINE OF (E) LANTICE TO BE REMOVED (SHOW EXIST FOR CLARITY)
- 13 (E) CHAIN LINK FENCE
- 14 NEW ACCESS FORKS TYP.
- 15 NEW TR-BRACKET MOUNTS TYP.
- 16 RELOCATED ELEC. LIGHTING EOM
- 17 NEW (2) TR-BRACKET MOUNTS TYP.



- NOTES:**
1. EXCAVATE TO REQUIRED DEPTH
 2. VERIFY ALL TRENCH REQUIREMENTS WITH CLIENT & LANDLORD
 3. CALL BEFORE YOU DIG - CONTACT UTILITY UTILITIES
 4. RESTORE GRASS TO ORIGINAL CONDITION OR BETTER
 5. ALTERNATE FOR UNSCAPED AREAS (NO PAVING OR ROAD BED) ABOVE PERFORM SPECIAL MATERIAL TO FINISH TOP 12" TO REPAIR AS FULL CONTACT TO SOIL OF VARIAN DESIGN IN ACCORDANCE WITH ASTM D-1531.

TYP. U/G COAX CABLE CONDUIT DETAIL SCALE: N.T.S. 2

WEST ELEVATION SCALE: 1/4" = 1'-0" 1

EXHIBIT C

MEMORANDUM OF LEASE

After Recording, Mail To:
T-Mobile West LLC
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/SC07259A

APN: 233-020-01

MEMORANDUM OF LEASE

A Site Lease Agreement (the "Lease") by and between the City of Tracy, a California municipal ("Landlord") and T-Mobile West LLC, a Delaware limited liability company ("Tenant") was made regarding a portion of the following property (as more particularly described in the Lease, the "Premises"):

See Attached Exhibit A incorporated herein for all purposes.

Without limiting the terms and conditions of the Lease, Landlord and Tenant hereby acknowledge the following:

1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Lease.
2. Pursuant to the Lease, the initial term of the Lease shall be for five (5) years and will commence on the date that Tenant commences construction of its communications facilities on the Premises.
3. After the initial term, the Lease may renew for three (3) additional and successive terms of five (5) years each (each a "Renewal Term"), for a maximum of twenty (20) years.
4. This memorandum is not a complete summary of the Lease. It is being executed and recorded solely to give public record notice of the existence of the Lease with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the Lease provisions and in the event of conflict between this memorandum and the said unrecorded Lease, the unrecorded Lease shall control.
5. This memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

Landlord:
City of Tracy, a California municipal
corporation

Tenant:
T-Mobile West LLC,
a Delaware limited liability company

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved by City Council on (date) by
Resolution No.

Attest:

Adrienne Richardson, City Clerk

By: _____

Approved as to form:

Title: _____

Thomas T. Watson, City Attorney

Date: _____

**Memorandum of Lease - Exhibit A
Legal Description**

The Property is legally described as follows:

Property located in San Joaquin, CA

PARCEL 1:

The South one-half (5½) of Lot 73 of Parker Acres, except the Easterly 860 feet thereof, and all of Lot 72 of Parker Acres, except the Easterly 860 feet thereof, all as per map of Parker Acres now on file in the office of the County Recorder of said San Joaquin County. (All measurements computed from Lot lines.) (\$4.95 I. R. Stamps attached and cancelled.)

LESS AND EXCEPT that portion of property conveyed to James McDermott Post #172 The American Legion Department of California, a corporation from City of Tracy, a municipal corporation by Grant Deed dated August 03, 1955 and recorded August 16, 1955 in Deed Book 1780, Page 216.

LESS AND EXCEPT that portion of property conveyed to James McDermott Post #172 The American Legion Department of California from City of Tracy, a municipal corporation by Grant Deed dated August 08, 1961 and recorded August 24, 1961 in Deed Book 2450, Page 265.

AND BEING a portion of the same property conveyed to City of Tracy, a California municipal corporation from C. E. Ritter and Margaret H. Ritter, his wife by Deed dated November 29, 1944 and recorded December 22, 1944 in Deed Book 902, Page 296.

PARCEL 2:

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

All that portion of Lot 72 PARKER ACRES, according to the Official Map or Plat thereof filed for record August 06, 1923 in Vol. 10 of Maps and Plats, Page 73, lying West of the West line of Sunset Park Subdivision and South of the South line of 20th Street extended Westerly as shown on the Sunset Park Subdivision.

EXCEPT the Westerly 141.8 feet thereof (the East line thereof being parallel with the East line of McKinley Avenue).

LESS AND EXCEPT that portion of property conveyed to James McDermott Post #172 The American Legion Department of California from City of Tracy, a municipal corporation by Grant Deed dated August 08, 1961 and recorded August 24, 1961 in Deed Book 2450, Page 265.

AND BEING a portion of the same property conveyed to City of Tracy, a California municipal corporation from James Mc Dermott Post No. 172 The American Legion Department of the California, a corporation by Grant Deed dated August 31, 1955 and recorded October 27, 1955 in Deed Book 1803, Page 287.

Tax Parcel No. 233-020-01

RESOLUTION _____

APPROVING A SITE LEASE AGREEMENT WITH T-MOBILE WEST TO UPDATE ONE LIGHT STANDARD AT RITTER FAMILY BALL PARK, PLACE TELECOMMUNICATION DEVICES ON THE LIGHT STANDARD AND LEASE GROUND SPACE FOR AN INITIAL TERM OF FIVE YEARS, NOT TO EXCEED TWENTY YEARS

WHEREAS, The City has been approached by T-Mobile West to secure a site to place a telecommunication device (cell antenna) on City property, and

WHEREAS, Negotiations ensued resulting in the selection of a suitable location for the device at Ritter Family Ball Park, and

WHEREAS, T-Mobile West will provide an upgraded light standard and improved, current-technology sports field lights at its expense on this one pole, and

WHEREAS, The initial term of the lease is for five years, with three additional five-year terms, not to exceed twenty years, and

WHEREAS, The General Fund (101) will receive monthly lease payments starting at \$2,000 resulting in an increase in revenue by \$24,000 for the first year with an annual increase of 3.5% each subsequent year;

NOW, THEREFORE, BE IT RESOLVED, That the City Council hereby approves a site lease agreement with T-Mobile West to update one light standard and field lights, place telecommunication devices on the light standard, and lease ground space for an initial term of five years, not to exceed twenty years.

* * * * *

The foregoing Resolution 2019-____ was passed and adopted by the Tracy City Council on the 19th day of March, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Mayor

ATTEST:

City Clerk

AGENDA ITEM 1.F

REQUEST

APPROVE POLICY FOR EVENTS IN CITY PARKS

EXECUTIVE SUMMARY

The City Council expressed concern that members of the public may have improperly limited political speech at public events in City parks. As a result, the City Attorney's office and the Parks Department have provided clarification to that policy to avoid future confusion on the part of event sponsors or hosts.

DISCUSSION

During the last City Council election period, there was an incident regarding a candidate being asked to leave a public event in a City park because of alleged political campaigning. Following a review of the situation, the City Attorney and Parks Department have proposed clear language in the Policy for Events in City Parks to eliminate any future confusion on this issue.

The governing Ordinances regarding the use of City parks are found in Chapter 4.16 of the Tracy Municipal Code. Regulations to provide further guidance are provided through Council adopted policies. The attached policies provides specific definitions, requirements and limitations.

Specifically, at Paragraph 3.3, it is proposed that there "shall be no limitation on political, social commentary or religious speech, written or verbal, at any public event." This limitation does not apply to private events as defined, but does provide guidance for event sponsors or hosts. The proposed policy presumes that events in City parks are public, unless designated as a private event. Additionally, the proposed policy also includes definitions of private events and allows the City to require security and/or site control as a condition of any permit for a private event in a City park.

STRATEGIC PLAN

This agenda item is consistent with the Council approved Governance Strategy in clarifying rules related to use of City parks for public and private events.

FISCAL IMPACT

There is no fiscal impact in enacting the Policy for events in City parks.

RECOMMENDATION

That the City Council, by resolution, approve the Policy for events in City parks.

Prepared by: Thomas Watson, City Attorney

Reviewed by: Karin Schnaider, Finance Director

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – Policy for Events in City Parks

Exhibit "A" to Resolution 2019- ____
POLICY FOR EVENTS IN CITY PARKS

SECTION 1: PURPOSE

The purpose of the Policy is to establish an effective mechanism for allowing events in City of Tracy ("City") parks, while safeguarding the park and the rights of patrons to access and use the parks. The Policy sets forth requirements, restrictions, and conditions, in addition to those in Chapter 4.16 of the Tracy Municipal Code, under which events may be scheduled and held within parks consistent with the operation and protection of parks, public use of Tracy parks, and public health, safety and welfare.

Generally, any request to reserve a City Park for any activity organized by the City, any individual, group, or outside entity requires a permit. Permits may be obtained by completing a Facility Use & Special Event Permit Application.

SECTION 2: DEFINITIONS

"City Manager" means and refers to the City Manager or designee.

"City co-sponsored event" means any public event, program, or activity conducted in a City park for which the City of Tracy allows the use of its name and/or logo by another sponsoring organization with regards to conduct of the event as well as advertising, promotion, or general public awareness, and which may out of necessity require a level of public resources for its execution or conduct that is above the level provided under ordinary circumstances. Fees may be waived or reduced for City co-sponsored events.

"City-sponsored event" means any private or public event, program, or activity conducted in a City park which is initiated, and in major part financed, by the City of Tracy and is directly related to the operations of the City of Tracy's government including, but not limited to: City Council, official commissions, advisory boards, task forces, and study committees, City departments and divisions, City programs and events. Fees are not charged for City reservations in City parks.

"Department" means the Parks and Recreation Department.

"Director" means and refers to the Director of the Department of Parks and Recreation or designee.

"Exclusive use" means the right to use a park, or area thereof, for any activity at a specified time, to the exclusion of all others (ref. Tracy Municipal Code section 4.16.030).

"Facility permit" means written permission by the Director for a specified use of a park or area thereof.

“Non-sponsored event” means any event, program or activity conducted in a City park or facility for which the City of Tracy does not lend the use of its name and/or logo, in any manner, except as may be denoted for location or directional purposes for the public. City assistance shall be limited to permit processing, site and/or facility reservation, and normal facility/property maintenance. The sponsoring individual or organization shall pay all fees established for the use of parks and facilities including permit fees, rental charges, and the costs of additional public resources as determined through evaluation of the permit request.

"Park" means all City outdoor parks, picnic spaces, sports courts, and sports fields owned or operated by the City for park, recreation or open space purposes.

"Permit application fee" means the nonrefundable fee to be paid by an applicant for a facility permit. The fee shall be set by the City Council and shall cover the full cost (or portion thereof) of processing and investigating the application, and administering the park facility permit program (ref. Tracy Municipal Code section 4.16.030).

"Permittee" means the person or group which has been granted a facility permit (ref. Tracy Municipal Code section 4.16.030).

“Private event” means any event, program or activity that is executed by the City, an individual, group, outside entity, or organization by invitation only, where attendance is not open to the general public.

“Public event” means a celebration, gathering, meeting, program, activity, or similar occasion, open to the general public, which involves the use of parks, park areas, facilities, or any part thereof, and which may include but not necessarily be limited to entertainment, dancing, music, dramatic productions, parades, exhibitions, sports competitions, sale of merchandise or food, or any combination thereof. Public events may be City-sponsored, City co-sponsored, or Non-sponsored events.

"Publicize" means to inform the public of a planned activity by means of newspaper articles, notices, radio or television notices, announcements at public places, leafletting, posting signs, electronic media or written notices in places used by the public, or by any other means calculated to notify the public of any activity.

SECTION 3:

POLICY

3.1 Public events are to be open to and allow the opportunity for access by the general public. Events in City parks are presumed to be public events unless the park or area thereof has been permitted as a private event and for exclusive use. Public events must allow access to all members of the public and may not be restricted unless such restriction is necessary for public safety. Public events may be City-sponsored, City co-sponsored, or non-sponsored.

3.2 The City of Tracy shall not sponsor or co-sponsor any public event, program,

activity, gathering, procession, parade, or similar function, the primary purpose of which is a political demonstration or rally, or religious observance.

3.3 There shall be no limitation on political, social commentary or religious speech, written or verbal, at any public event. Specifically, at a public event, no person may be excluded for passing out literature, written material, cards or flyers. Private events are not subject to this section and may use the park or area thereof for exclusive use. A private event occurring in a park at the same time as a public event in that same park shall not be subject to this section. Passing out of literature, written materials, cards or flyers by vendors may be restricted as a condition of a facility permit.

SECTION 4: AUTHORITY

4.1 Chapter 4.16 – Regulations pertaining to the use of park areas and facilities in Chapter 4.16 of the Tracy Municipal Code outline the duty to regulate, manage, and permitting of all parks and park facilities by the Director, or designee.

4.2 As further defined in section 4.16.170 of the Tracy Municipal Code, a permittee “shall comply with all terms and conditions of the permit issued under this chapter.”

4.3 Nothing in this Policy is intended to be a limitation or restriction on the duties or powers vested in the Parks and Recreation Department, and the Director under Chapter 4.16 or other provisions of the Tracy Municipal Code, or granted to the Department and the Director under the Administrative Directives or Polices

SECTION 5: PERMIT APPLICATION REQUIREMENTS

In addition to the requirements for a facility use permit, as provided in Chapter 4.16 of the Tracy Municipal Code, the following is required on a permit application:

5.1. Applications for facility permits must clearly indicate whether an event is open to the public by checking off the corresponding box. Applications that have the box left blank will be deemed incomplete and may be denied by the Director or designee.

5.2 For public events that will be or have been publicized, applicants must provide a copy of any flyers or printed ads with the application for the facility permit.

5.3 For private events exceeding 100 persons, fencing, controlled access, and/or security personnel or monitors may be required of the permit holder to secure the event and to ensure that other activities at the park will not be unduly disturbed by the proposed activity of the applicant as a condition of the permit.

5.4 Denials of facility permit applications and appeals shall be in accordance with TMC Chapter 4.16.

RESOLUTION 2019-_____

RESOLUTION ESTABLISHING CITY POLICY FOR EVENTS IN PUBLIC PARKS.

WHEREAS, the Tracy City Council adopted Chapter 4.16 of the Tracy Municipal Code, which governs the operation of Tracy City Parks, and

WHEREAS, the Parks and Recreation Department has established regulations and requirements for the public and private use of City Parks, and

WHEREAS, The City Council directed the City staff to clarify regulations regarding public events.

NOW, THEREFORE, BE IT RESOLVED, that the City Council adopts the Policy for Events in City Parks, attached as Exhibit "A."

The foregoing Resolution 2019-_____, was passed and adopted by the Tracy City Council on the 19TH day of March, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.G

REQUEST

APPROVE THE PARK IMPROVEMENT AND REIMBURSEMENT AGREEMENT FOR TRACY HILLS NEIGHBORHOOD PARK 3, AND AUTHORIZE THE CITY CLERK TO FILE THE AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

EXECUTIVE SUMMARY

Approval of the Park Improvement and Reimbursement Agreement (Agreement) will allow Tracy Phase I, LLC (Developer) to proceed with construction of park improvements associated with the development of Tracy Hills Neighborhood Park 3, and will also allow the City, upon satisfactory completion of the park improvements, to accept the offer of dedication of the Park Site and take ownership of the park.

DISCUSSION

Tracy Phase I, LLC is required to construct Tracy Hills Neighborhood Park 3 on an approximately 3.91 acre parcel identified as Lot A within the subdivision known as Tract 3957, Tracy Hills Village 8A (Park Site).

In accordance with the Conditions of Approval (Conditions) of the Small-Lot Vesting Tentative Subdivision Map for the 1,139 lot Tracy Hills Phase 1A project, processed under Application No. TSM13-0005 and approved by the Tracy City Council on April 5, 2016, pursuant to Resolution No. 2016-066, the Developer was required to dedicate the Park Site to the City and complete the construction of the neighborhood park improvements.

At its August 16, 2016 meeting, the City Council approved a Deferred Improvement Agreement (DIA) for the Tracy Hills Phase 1A project, to allow deferment of completion of certain improvements required to serve future phases of Tracy Hills Phase 1A, including neighborhood parks. The DIA was recorded on February 12, 2018 as Document #2018-016153 in San Joaquin County Records and is on file with the Office of the City Clerk.

The Final Subdivision Map for Tract 3957, Tracy Hills Village 8A that was recorded on December 28, 2018, in Book 43 of Maps and Plats, at Page 74 in San Joaquin County Records, offered the Park Site for dedication to the City. Upon satisfactory completion of the Tracy Hills Neighborhood Park 3 improvements by the Developer, the City will accept the offer of dedication of the Park Site, and will take ownership of the park improvements.

Attachment A shows the overall Tracy Hills Phase 1A project area, the boundary of the Final Subdivision Map for Tract 3957, Tracy Hills Village 8A, and the location of the Park Site within said Village 8A.

The Developer has submitted the Improvement Plans and Landscape Construction Drawings for the required park improvements. Staff is currently reviewing the plans and

expects the review to be complete within the next few weeks. Pending approval of the Improvement Plans and Landscape Construction Drawings by the City Engineer, the Developer has requested that the City allow them to proceed with installation of the park improvements at their sole and exclusive risk.

The Developer has executed the Agreement and submitted the required security to guarantee completion of the park improvements. The Improvement Plans and Landscape Construction Drawings are on file with the City Engineer and are available for review upon request.

Upon satisfactory completion of the construction of the park improvements, the Developer will be entitled to receive Neighborhood Park Development Fee Credits for the program portion of the Tracy Hills Neighborhood Park 3 improvements in accordance with the Agreement, Conditions, and Title 13 of the Tracy Municipal Code.

FISCAL IMPACT

The Subdivider has paid the applicable engineering review fees which include the cost of the review of the plans and processing the Agreement.

STRATEGIC PLAN

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

RECOMMENDATION

That the City Council, by resolution, approve the Park Improvement and Reimbursement Agreement for Tracy Hills Neighborhood Park 3, and authorize the City Clerk to file the Agreement with the Office of the San Joaquin County Recorder.

Prepared by: Nanda Gottiparthi, PE, SNG & Associates

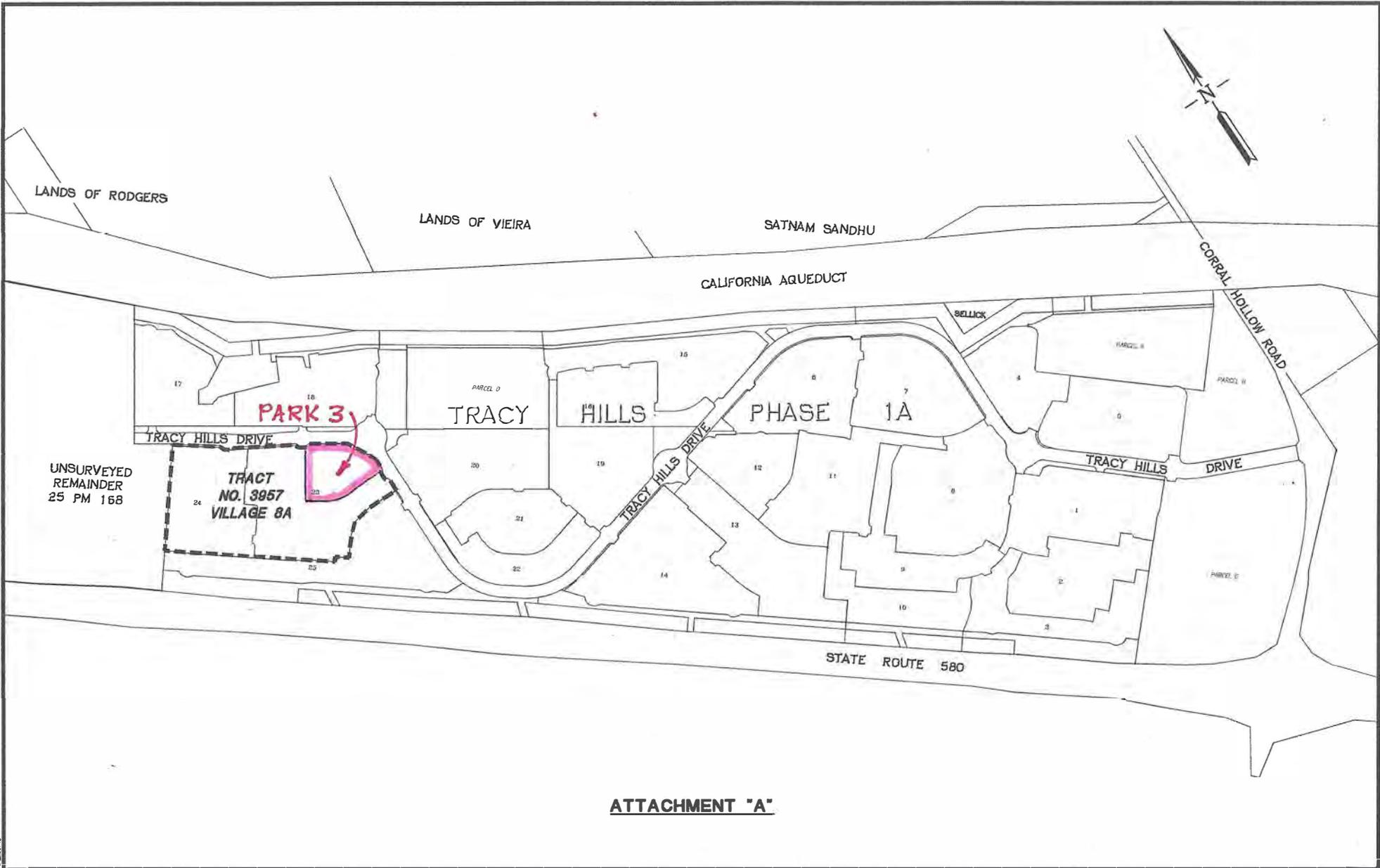
Reviewed by: Robert Armijo, PE, City Engineer / Assistant Development Services Director
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – Location Map

Attachment B – Park Improvement and Reimbursement Agreement



ATTACHMENT "A"

S:\PROJECTS\170683-01\CAD FILES\100-EXHIBITS\CA EXHIBITS\168 - ATTACHMENT A.DWG 9/14/2016 1:16:03 PM AJL/SSK

ORIGINAL

Recording Requested By
City of Tracy
Development Services Department
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
Attention: Adrienne Richardson

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**CITY OF TRACY
PARK IMPROVEMENT & REIMBURSEMENT AGREEMENT
TRACY HILLS NEIGHBORHOOD PARK 3**

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

RECITALS

- A. Developer is required to construct a neighborhood park on an approximately 3.91 acre parcel identified as Lot A within the subdivision known as **TRACT 3957, TRACY HILLS VILLAGE 8A**, (hereinafter referred to as the "Park Site"), and more specifically described in the legal description attached hereto as Exhibit "A" and incorporated herein by reference.
- B. The conditions of approval of the Small-Lot Vesting Tentative Subdivision Map for the 1,139 lot **TRACY HILLS PHASE 1A** project (hereinafter "Tentative Map"), processed under Application No. TSM13-0005 and approved by the Tracy City Council on April 5, 2016, pursuant to Resolution No. 2016-066 state that the Developer is required to dedicate the Park Site to the City and complete the construction of the neighborhood park improvements upon approval of the Final Map.
- C. However, at its August 16, 2016 meeting, the City Council approved a Deferred Improvement Agreement ("DIA") for the **TRACY HILLS PHASE 1A** project, to allow deferment of completion of certain improvements required to serve future phases of **TRACY HILLS PHASE IA**, including neighborhood parks. The DIA was recorded on February 12, 2018 as Document #2018-016153 in San Joaquin County Records and is on file with the Office of the City Clerk.
- D. Pursuant to Condition of Approval C.2.8.1 of the Tentative Map, if the Developer completes the construction of the neighborhood park improvements, the Developer will be entitled to receive Neighborhood Park Development Fee Credits for the program portion of the Tracy Hills Neighborhood Park 3 improvements in accordance with Title 13 of the Tracy Municipal Code. In accordance with the calculation shown on Exhibit "B" of this Agreement, attached hereto and incorporated by reference, the amount of the Neighborhood Park Development Fee Credits is **\$2,410,206.27**.

**CITY OF TRACY – PARK IMPROVEMENT & REIMBURSEMENT AGREEMENT
TRACY HILLS NEIGHBORHOOD PARK 3**

- E. Park Development Fees were determined by the Parks AB 1600 Development Impact Fee Technical Memo approved by the City Council on January 7, 2014, pursuant to Resolution No. 2014-10 and subject to update annually. All property within the Tentative Map is subject to the Park Development Fees.
- F. The Final Map of **TRACT 3957, TRACY HILLS VILLAGE 8A** that was recorded on December 28, 2018, in Book 43 of Maps and Plats, at Page 74 in San Joaquin County Records, includes an offer of dedication from Lennar Homes of California Inc. (Lennar) to the City of the Park Site that is described in Exhibit "A". Upon completion of the Tracy Hills Neighborhood Park 3 improvements, the City will accept the offer of dedication of the Park Site and assume ownership of the park improvements.
- G. The Parties now desire to set forth in this Agreement the terms by which the Developer will construct the neighborhood park improvements on the Park Site as shown on the Plans and specifications (the "Plans and Specifications") which include eight (8) sheets of improvement plans entitled "Improvement Plans, Park #3, Village 8A, Tract 3957, Greymont Park, Tracy Hills Phase 1A" prepared by Ruggeri-Jensen-Azar of Rocklin, California, and twenty-six (26) sheets of landscape plans entitled "Landscape Construction Drawing for Tracy Hills Public Park 3, Greymont Park, Tract 3957, Phase 1A" prepared by FORMA of Costa Mesa, California, (collectively hereinafter referred to as the "Work"), and incorporated herein by reference, in exchange for Neighborhood Park Development Fee Credits to be granted to Developer against a portion of the Neighborhood Park Development Fees otherwise due on the specified lots in the Project as more specifically described in Paragraph 5 of this Agreement.
- H. The Plans and Specifications for the Work are currently under review and have not been approved by the City Engineer. Developer, may commence constructing the improvements before the City completes its review and approval of the Plans and Specifications. Developer understands and acknowledges that it will be proceeding with such improvements at their sole and exclusive risk, and that if the improvements completed by Developer do not conform, in the City Engineer's reasonable determination, to the Plans and Specifications ultimately approved by the City, the Developer will be required to remove or correct any non-conformities to the reasonable satisfaction of the City Engineer, at the Developer's sole cost.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **INCORPORATION OF RECITALS.** The recitals set forth above are incorporated into this Agreement as though set forth in full herein.
2. **TIME OF PERFORMANCE.** Time is of the essence in the performance of the requirements of this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Each party shall commence performance, and shall complete all required performance no later than the dates set forth in this Agreement.
 - 2.1 **Commencement of Work.** No later than fifteen (15) days prior to the commencement of Work, the Developer shall provide written notice to the City Engineer of the date on which the Developer shall commence Work. The Developer shall not commence Work until after the notice required by this section is properly provided, and the Developer shall not commence Work prior to the date specified in the written notice.

**CITY OF TRACY – PARK IMPROVEMENT & REIMBURSEMENT AGREEMENT
TRACY HILLS NEIGHBORHOOD PARK 3**

- 2.2 Schedule of Work.** Concurrently with the written notice of commencement of Work, the Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect the Developer's prosecution of the Work.
- 2.3 Completion of Work.** As specified in Item C.1.b in Exhibit "C" of the DIA, the third neighborhood park (Tracy Hills Neighborhood Park 3) shall be completed and accepted by the City before final inspection or occupancy of the 1,000th dwelling within Tracy Hills Phase 1A.
- 2.4 Extension of Time.** No party may request an extension of time, unless a written request is made to the other party 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.
- 3. CONVEYANCE OF THE PARK SITE.** Lennar has offered the Park Site for dedication as specified in Recital F of this Agreement. The City's acceptance of dedication is subject to satisfactory completion of the Work by the Developer.
- 4. SCOPE OF WORK.** The Developer shall perform, or cause to be performed, the Work described in the Plans and Specifications, to the reasonable satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at the Developer's expense, in the manner described in the Plans and Specifications. No change shall be made to the Work unless authorized in writing by the City Engineer. The Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code section 12.36.060(f).
- 4.1** Developer understands and agrees that because the Plans and Specifications have not been approved by the City Engineer, if any of the completed improvements do not conform to the final approved Plans and Specifications the Developer will have to remove and reconstruct such improvements to the reasonable satisfaction of the City Engineer at Developer's sole cost.
- 5. PARK FEE CREDITS.** The Developer is entitled to receive Neighborhood Park Development Fee Credits, in accordance with the Tracy Hills Specific Plan (Developer Phases) Finance and Implementation Plan, until the entire fee credit of **\$2,410,206.27** (per Recital D and Exhibit "B" of this Agreement) is used.
- 6. DEVELOPER'S AUTHORIZED REPRESENTATIVE.** Developer shall have a competent foreman or superintendent (hereinafter "Authorized Representative") on site with authority to act on behalf of the Developer. The Developer shall, at all times, keep the City Engineer reasonably informed in writing of the name and telephone number of the Authorized Representative. The Authorized Representative shall be on site approximately sixty-percent (60%) of the time work is occurring. The Developer may designate an employee of its general contractor or development manager as the Authorized Representative. The Developer shall, at all times, keep the City Engineer informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work.
- 7. LOCATION OF PERFORMANCE.** The Developer shall perform all Work at the locations and grades shown on the Plans and Specifications or as otherwise approved by the City Engineer. Any easement or right-of-way necessary for the performance of the Work shall be acquired by the Developer at the Developer's sole cost and expense.

**CITY OF TRACY – PARK IMPROVEMENT & REIMBURSEMENT AGREEMENT
TRACY HILLS NEIGHBORHOOD PARK 3**

8. **IMPROVEMENT SECURITY.** Concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any Work, the Developer shall furnish improvement security, in a form authorized and required by the Subdivision Map Act (including Government Code sections 66499 et seq.) and Tracy Municipal Code (including Chapter 12.36), in the following amounts:
- 8.1. **Faithful Performance** security in the amount of **\$1,752,177.00** to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as complete).
 - 8.2. **Labor and Material** security in the amount of **\$1,752,177.00** to secure payment by the Developer to laborers and materialmen (until the date of which claims are required to be made by laborers and materialmen).
 - 8.3. **Warranty** security in the amount of **\$175,218.00** to secure faithful performance of this Agreement (from the date on which the City Council accepts the Work as complete until one year thereafter).
9. **INSURANCE.** Concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any Work, the Developer shall furnish evidence to the City that all of the following insurance requirements have been satisfied.
- 9.1. **General.** The 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.
 - 9.2. **Commercial General Liability** with coverage at least as broad as ISO form CG 00 01 01 96) coverage shall be maintained in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the general aggregate for general liability, bodily injury, personal injury, and property damage, including completed operation coverage.
 - 9.3. **Automobile Liability** (with coverage at least as broad as ISO form CA 00 01 07 97, for “any auto” including “hired autos and “non-owned autos”) coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage. 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.
 - 9.4. **Workers’ Compensation** coverage for employees shall be maintained as required by the State of California.
 - 9.5. **Endorsements.** Developer shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:
 - 9.5.1. The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an additional “insured.”
 - 9.5.2. For any claims related to this Agreement, Developer’s coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Developer’s insurance and shall not contribute with it.

**CITY OF TRACY – PARK IMPROVEMENT & REIMBURSEMENT AGREEMENT
TRACY HILLS NEIGHBORHOOD PARK 3**

- 9.6. Notice of Cancellation.** Developer shall obtain endorsements to all insurance policies by which each insurer is required to provide thirty (30) days prior written notice to the City should the policy be canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 9.7. Authorized Insurers.** All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.
- 9.8. Insurance Certificate.** Developer shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City Attorney.
- 9.9. Substitute Certificates.** No later than thirty (30) days prior to the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.
- 9.10. Developer's Obligation.** Maintenance of insurance by the Developer as specified in this Agreement shall in no way be interpreted as relieving the Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Developer may carry, at its own expense, such additional insurance as it deems necessary.
- 10. PERMITS, LICENSES, AND COMPLIANCE WITH LAW.** The Developer shall, at the Developer's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, the Developer shall obtain a City of Tracy Business License. The Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.
- 11. INSPECTION BY THE CITY.** In order to permit the City to inspect the Work, the Developer shall, at all times, provide to the City proper and safe access to the Project Site and all portions of the Work, and to all shops wherein portions of the Work are in preparation.
- 12. INSPECTION FEES.** Concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any Work, the Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3-1/2%) of the estimated Project costs (as approved by the City Engineer). In the event that the City requires an independent inspection, the Developer shall pay all such costs and provide a report to the City.
- 13. DEFAULT.**
- 13.1** In the event that the Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to the Developer and the Developer's surety (if any) in which the default is described.
- 13.2** The Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist:
- 13.2.1** The Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

**CITY OF TRACY – PARK IMPROVEMENT & REIMBURSEMENT AGREEMENT
TRACY HILLS NEIGHBORHOOD PARK 3**

- 13.2.2** The Developer abandons the Project Site.
- 13.2.3** The Developer fails to perform one or more requirements of this Agreement.
- 13.2.4** The Developer fails to timely (as determined by the City) replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.
- 13.2.5** The Developer violates any legal requirement related to the Work.
- 13.3** In the event that the Developer fails to cure the default within five (5) days, or provide adequate written assurance to the satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in the discretion of the City Engineer, take any or all of the following actions:
 - 13.3.1** Cure the default and charge the Developer for the costs therefor, including administrative costs and interest in an amount equal to seven percent (7%) per annum from the date of default.
 - 13.3.2** Demand the Developer to complete performance of the Work.
 - 13.3.3** Demand the Developer's surety (if any) to complete performance of the Work.
- 14. ACCEPTANCE OF WORK.** Prior to acceptance of the Work by the City Council, the Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Project Site. The Developer's obligation to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.
- 15. WARRANTY PERIOD.** The Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of the Developer under this Agreement, the Developer shall be in default.
- 16. 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.
- 17. 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.
- 18. INDEMNIFICATION.** Developer shall indemnify, defend, and hold harmless the City (including its elected officials, officers, agents, and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from or arising out of the performance of this Agreement by

**CITY OF TRACY – PARK IMPROVEMENT & REIMBURSEMENT AGREEMENT
TRACY HILLS NEIGHBORHOOD PARK 3**

Developer or Developer's agents, representatives, contractors, subcontractors, or employees.

- 19. ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the parties' duties be delegated without the written consent of all parties. Any attempt to assign or delegate this Agreement without the written consent of all parties shall be void and of no force and effect. Consent by all parties to one assignment shall not be deemed to be consent to any subsequent assignments.
- 20. NOTICES.**
- 20.1.** All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective party as follows:
- | | |
|------------------------|------------------------------|
| <u>To City:</u> | <u>To Developer:</u> |
| City Engineer | Tracy Phase I, LLC |
| City of Tracy | 888 San Clemente, Suite 100 |
| 333 Civic Center Plaza | Newport Beach, CA 92660 |
| Tracy CA 95376 | Attn: John Stanek, Principal |
- 20.2.** Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.
- 21. MODIFICATIONS.** This Agreement may not be modified except by an agreement in writing signed by both parties.
- 22. 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.
- 23. SEVERABILITY.** In the event any term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.
- 24. 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.
- 25. ENTIRE AGREEMENT.** This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed for this Project. This Agreement supersedes all prior negotiations, representations, or agreements.
- 26. SIGNATURES.** The City and Developer represent and warrant that the individuals executing this Agreement have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Developer and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

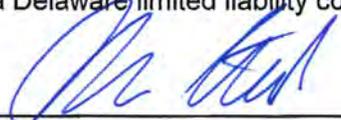
**CITY OF TRACY – PARK IMPROVEMENT & REIMBURSEMENT AGREEMENT
TRACY HILLS NEIGHBORHOOD PARK 3**

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

CITY OF TRACY,
a municipal corporation

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

By: Robert Rickman
Title: MAYOR
Date: _____



By: John Stanek
Title: AUTHORIZED REPRESENTATIVE
Date: February 26, 2019

Attest:

By: Adrianna Richardson
Title: CITY CLERK
Date: _____

Approved As To Form:

By: Thomas Watson
Title: CITY ATTORNEY
Date: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Orange)

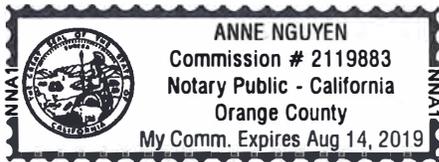
On February 26, 2019 before me, Anne Nguyen, Notary Public,
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Signature Anne Nguyen
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Park Improvement & Reimbursement Agreement Document Date: _____
Number of Pages: 10 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

EXHIBIT "A"

TRACY HILLS NEIGHBORHOOD PARK 3

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

Lot A as shown on the map of Tract No. 3957, filed December 28, 2018, in Book 43 of Maps and Plats, at Page 74, Official Records of San Joaquin County.

EXHIBIT "B"

Tracy Hills Neighborhood Park #3 Fee Credit

Park Cost per Acre	\$ 580,000.00
Updated By ENR	\$ 639,251.45
Park Acres	3.91
Total Cost	\$ 2,499,473.17
Construction Cost	\$ 1,785,337.98
Reimbursable Cost (removes PM)	\$ 2,410,206.27

ENR San Fran CCI Factors:
Base Index (November 2013): 10901.09
Current Index (June 2018): 12014.72
Increase: 10.22%

prepared 1/7/2019

RESOLUTION 2019-_____

APPROVING THE PARK IMPROVEMENT AND REIMBURSEMENT AGREEMENT FOR TRACY HILLS NEIGHBORHOOD PARK 3, AND AUTHORIZING THE CITY CLERK TO FILE THE AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

WHEREAS, Tracy Phase I, LLC (Developer) is required to construct Tracy Hills Neighborhood Park 3 on an approximately 3.91 acre parcel identified as Lot A within the subdivision known as Tract 3957, Tracy Hills Village 8A (Park Site), and

WHEREAS, The Conditions of Approval for the Small-Lot Vesting Tentative Subdivision Map for the 1,139 lot Tracy Hills Phase 1A project require the Developer to dedicate the Park Site to the City and complete the construction of the neighborhood park improvements, and

WHEREAS, The City Council approved a Deferred Improvement Agreement for the Tracy Hills Phase 1A project, to allow deferment of completion of certain improvements required to serve future phases of Tracy Hills Phase 1A, including neighborhood parks, and

WHEREAS, The recorded Final Subdivision Map for Tract 3957, Tracy Hills Village 8A offered the Park Site for dedication to the City, and

WHEREAS, The City will accept the offer of dedication of the Park Site and will take ownership of the park improvements upon satisfactory completion of the park improvements by the Developer, and

WHEREAS, The Developer has submitted Improvement Plans, Specifications, and Cost Estimates for the park improvements for approval and has requested to proceed with construction of the improvements pending approval of the plans, and

WHEREAS, Under the provisions of the Park Improvement and Reimbursement Agreement, the Developer will commence and continue with the construction of the park improvements at its sole and exclusive risk prior to the City Engineer's approval of the Improvement Plans, and

WHEREAS, The City will periodically inspect Developer's work in constructing and installing the public improvements shown on the submitted Improvement Plans, will periodically advise Developer regarding whether the work appears to be proceeding in conformance with the submitted plans, and will further inspect construction of the public improvements after completion of the construction of the improvements, and

WHEREAS, The Developer has executed the Park Improvement and Reimbursement Agreement and has posted the required securities to guarantee completion of the improvements, and

WHEREAS, The Developer is entitled to receive Neighborhood Park Development Fee Credits for the program portion of the Tracy Hills Neighborhood Park 3 improvements, and

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

NOW, THEREFORE BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the Park Improvement and Reimbursement Agreement for Tracy Hills Neighborhood Park 3, and authorizes the City Clerk to file the Agreement with the Office of the San Joaquin County Recorder.

* * * * *

The foregoing Resolution 2019-_____ was passed and adopted by the Tracy City Council on the 19th day of March, 2019, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.H

REQUEST

APPROVE THE FIRST AMENDMENT TO THE SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 3957, TRACY HILLS VILLAGE 8A, AND AUTHORIZE THE CITY CLERK TO FILE THE FIRST AMENDMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

EXECUTIVE SUMMARY

Lennar Homes of California, Inc. ("Subdivider") is responsible for the construction of street improvements and utilities appurtenant to the development of Tract 3957, Tracy Hills Village 8A. The Subdivision Improvement Agreement ("SIA") which authorized the Subdivider to proceed with the construction of said improvements was approved by the City Council on October 2, 2018, pursuant to Resolution No. 2018-202, and was recorded in San Joaquin County Records on October 19, 2018.

Landscape and irrigation improvements within the parkway strips on the public streets throughout Tract 3957, Tracy Hills Village 8A, were excluded from the SIA in order to give the Subdivider additional time to complete the landscape and irrigation design and continue to work with City staff to finalize the associated plans. City staff is continuing to review the landscape construction plans and expects to complete the review within the next few weeks.

The Subdivider is requesting approval of the First Amendment to the Subdivision Improvement Agreement for Tract 3957, Tracy Hills Village 8A ("First Amendment") in order to allow them to proceed at their sole and exclusive risk with the construction of the landscape and irrigation improvements within the parkway strips on the public streets throughout Tract 3957, Tracy Hills Village 8A, until such time as the landscape construction plans are approved by the City Engineer.

DISCUSSION

The SIA which authorized the Subdivider to proceed with the construction of the street improvements and utilities within Tract 3957, Tracy Hills Village 8A was approved by the City Council on October 2, 2018. At the time of the approval of the SIA, the Subdivider requested that the landscape and irrigation improvements within the parkway strips on the public streets throughout Village 8A be excluded from the SIA to allow the Subdivider additional time to resolve several landscape and irrigation design issues and continue to work with City staff to finalize the associated plans.

The additional work proposed by the First Amendment is shown on the landscape construction plans entitled "Tracy Hills Landscape Improvement Plans-Neighborhood 8A-Tract 3957 Phase 1A," prepared by FORMA, which are currently under review by the Engineering Division.

The Subdivider is requesting that the City allow them to commence construction of the landscaping and irrigation improvements before the City completes its review of the associated plans. Subdivider understands and acknowledges that it will be proceeding with such work at their sole and exclusive risk until such time as the City Engineer ultimately approves the plans. Upon the City Engineer's approval of the plans, work will proceed as normal under the standard terms of the SIA (as modified by the First Amendment).

The Subdivider has executed the First Amendment in order to add the landscaping and irrigation improvements within the parkway strips on the public streets throughout Village 8A to the original Scope of Work described in the SIA and will submit the required additional improvement security as set forth in the First Amendment.

The landscaping and irrigation improvements that are the subject of the First Amendment are part of the HOA Public Landscaping as defined in the Public Landscaping Maintenance Agreement Between the City of Tracy and the Tracy Hills Community Association, and therefore the maintenance of said improvements will be funded and performed by the HOA pursuant to that Agreement.

FISCAL IMPACT

The Subdivider has paid the applicable engineering review fees which include the cost of the review of the landscape construction plans and the processing of the First Amendment. The maintenance of said improvements will be funded and performed by the HOA pursuant to the Public Landscaping Maintenance Agreement between the City of Tracy and the Tracy Hills Community Association.

STRATEGIC PLAN

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

RECOMMENDATION

That the Tracy City Council, by resolution, approve the First Amendment to the Subdivision Improvement Agreement for Tract 3957, Tracy Hills Village 8A, and authorize the City Clerk to file the First Amendment with the Office of the San Joaquin County Recorder.

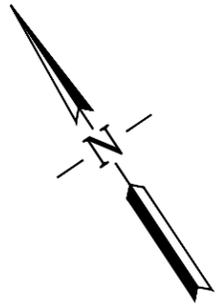
Prepared by: Nanda Gottiparthi, PE, SNG & Associates, Inc.

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

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – Vicinity Map
Attachment B – First Amendment to SIA



LANDS OF RODGERS

LANDS OF VIEIRA

SATNAM SANDHU

CALIFORNIA AQUEDUCT

CORRAL HOLLOW ROAD

SELICK

PARCEL A

PARCEL B

TRACY HILLS PHASE 1A

TRACY HILLS DRIVE

TRACY HILLS DRIVE

UNSURVEYED
REMAINDER
25 PM 168

**TRACT
NO. 3957
VILLAGE 8A**

17

18

PARCEL D

15

6

7

4

5

TRACY HILLS DRIVE

20

19

TRACY HILLS DRIVE

12

11

8

1

24

23

21

13

9

2

25

22

14

10

3

PARCEL C

STATE ROUTE 580

ATTACHMENT 'A'

G:\JOB2012\121083-IP\CAD FILES\00-EXHIBITS\00-EXHIBITS\08A - ATTACH_A.DWG 9/14/2018 1:18:03 PM ALLYSON GILLESPIE

Recording Requested By:

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

ORIGINAL

And When Recorded Mail To:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**CITY OF TRACY
FIRST AMENDMENT TO THE SUBDIVISION IMPROVEMENT AGREEMENT
FOR TRACT 3957, TRACY HILLS VILLAGE 8A**

This **FIRST AMENDMENT TO THE SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 3957, TRACY HILLS VILLAGE 8A**, (hereinafter "First Amendment") is made and entered into by and between the **CITY OF TRACY**, a municipal corporation (hereinafter "City"), and **LENNAR HOMES OF CALIFORNIA, INC.**, a California corporation, (hereinafter, "Subdivider").

RECITALS

- A. On October 2, 2018, pursuant to Resolution No. 2018-202, the City Council approved a Subdivision Improvement Agreement to authorize the Subdivider to proceed with the construction of street improvements and utilities appurtenant to the development of Tract 3957, Tracy Hills Village 8A (the "**SIA**"). The SIA was subsequently executed by the City and Subdivider and was recorded on October 19, 2018 as Document #2018-116112, San Joaquin County Records, and is on file with the City Clerk.
- B. The City and Subdivider now wish to amend the SIA to add the landscape and irrigation improvements within the parkway strips on the public streets throughout Tract 3957, Tracy Hills Village 8A, to the Work described in the SIA.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. **INCORPORATION BY REFERENCE.** This First Amendment hereby incorporates by reference all terms and conditions set forth in the SIA unless specifically modified by this First Amendment. All terms and conditions set forth in the SIA not specifically modified by this First Amendment shall remain in full force and effect.
- 2. **AMENDMENTS TO THE SUBDIVISION IMPROVEMENT AGREEMENT.**
 - 2.1. **Amendment to Recital E of the SIA.** Recital E of the SIA is hereby amended to add the following to the Plans and Specifications listed therein:

"Landscape and irrigation improvements within the parkway strips on the public streets as shown on the twenty-six (26) sheets of landscape construction plans, entitled "Tracy Hills Landscape Improvement Plans-Neighborhood 8A-Tract 3957 Phase 1A", prepared by FORMA, the two (2) sheets of structural details prepared by Harris and Sloan, and

the two (2) sheets of electrical plans prepared by Candela Engineering (the "**Additional Work**")."

- 2.2. Amendment to Recital F of the SIA: Recital F of the SIA is deleted in its entirety and replaced by the following:

"The Plans and Specifications for the Additional Work are currently under review and have not been approved by the City Engineer. Subdivider may commence constructing the landscaping and irrigation improvements before the City completes its review and approval of the associated Plans and Specifications. Subdivider understands and acknowledges that they will be proceeding with such improvements at their sole and exclusive risk, and that if the improvements completed by Subdivider do not conform, in the City Engineer's reasonable determination, to the Plans and Specifications ultimately approved by the City the Subdivider will be required to remove or correct any non-conformities to the reasonable satisfaction of the City Engineer at the Subdivider's sole cost."

- 2.3. Amendment to Section 1 of the SIA: Section 1 of the SIA is hereby amended to add the following Subsection 1.1:

"1.1. Subdivider understands and agrees that because the Plans and Specifications for the Additional Work have not been approved by the City Engineer, if any of the completed landscape and irrigation improvements do not conform to the final approved Plans and Specifications the Subdivider will have to remove and reconstruct such improvements to the reasonable satisfaction of the City Engineer at Subdivider's sole cost."

- 2.4. Amendment to Section 5 of the SIA: In addition to the improvement security required by Section 5 of the SIA, Subdivider shall furnish the following security for the Additional Work. The following language shall be added to Section 5 as stated herein:

"5.5. Faithful Performance security in the amount of **\$174,330.00** in accordance with the cost estimates approved by City to secure faithful performance of this First Amendment (until the date on which the City Council accepts the Additional Work as complete).

5.6. Labor and Material security in the amount of **\$174,330.00** in accordance with the cost estimates approved by City to secure payment by the Subdivider to laborers and materialmen (until the date on which claims in connection with the Additional Work are required to be made by laborers and materialmen).

5.7. Warranty security in the amount of **\$17,433.00** in accordance with the cost estimates approved by City to secure faithful performance of this First Amendment (from the date on which the City Council accepts the Additional Work as complete until one year thereafter."

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

CITY OF TRACY – FIRST AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 3957, TRACY HILLS VILLAGE 8A
Page 3 of 3

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

CITY OF TRACY,
a municipal corporation

By: Robert Rickman
Title: MAYOR
Date: _____

Attest:

By: Adrienne Richardson
Title: CITY CLERK
Date: _____

Approved As To Form:

By: Thomas Watson
Title: CITY ATTORNEY
Date: _____

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

By: 
Print Name: BRIDGET POWER
Title: JP
Date: 3/4/19

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

STATE OF CALIFORNIA
COUNTY OF Contra Costa

On March 4, 2019, before me, Elizabeth Neal, Notary Public
(here insert name and title of the officer)

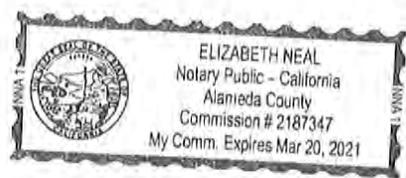
personally appeared Bridgit Koller,

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

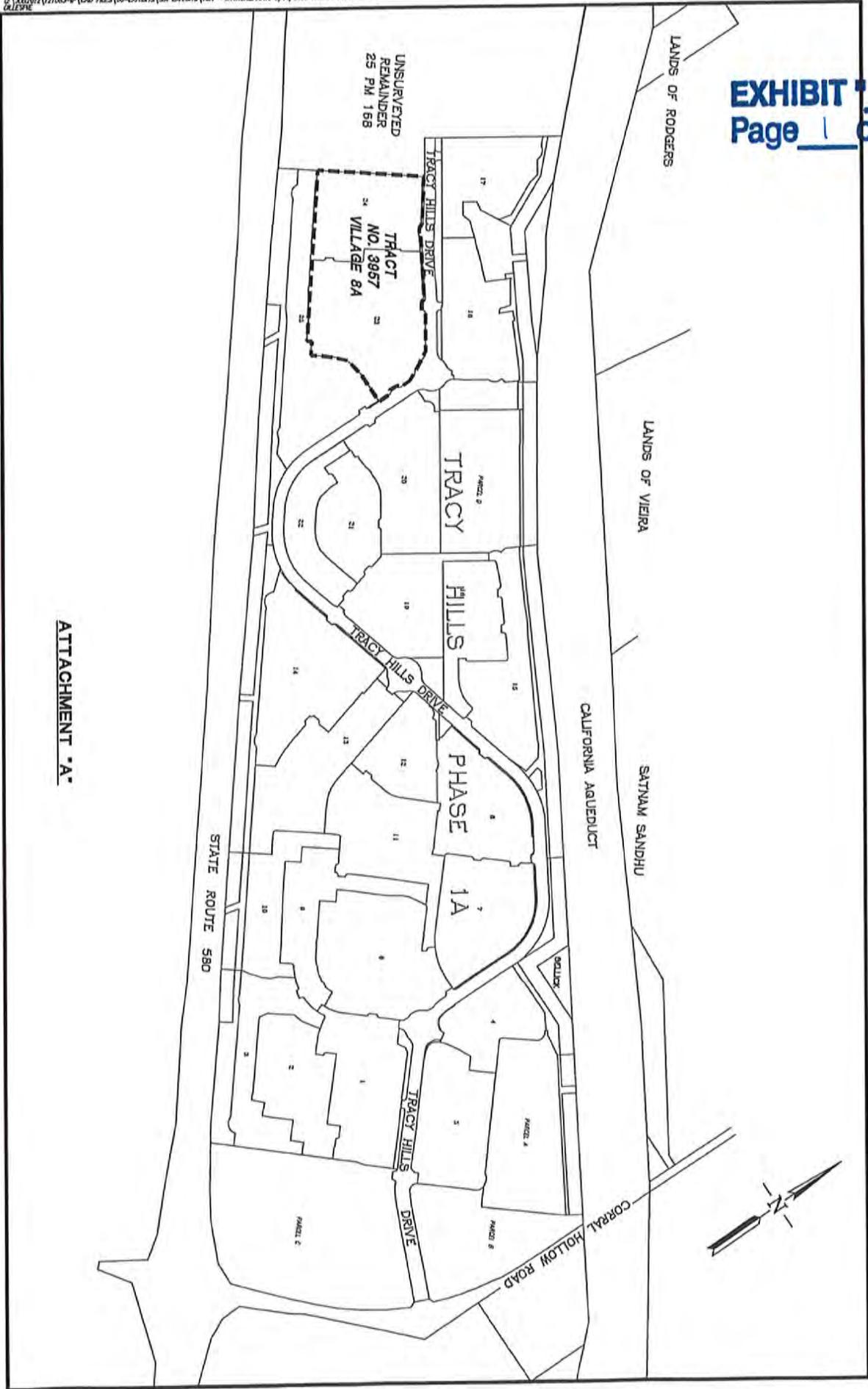
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Elizabeth Neal
Signature



(SEAL)



ATTACHMENT 'A'

RESOLUTION 2019-_____

APPROVING THE FIRST AMENDMENT TO THE SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 3957, TRACY HILLS VILLAGE 8A, AND AUTHORIZING THE CITY CLERK TO FILE THE FIRST AMENDMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

WHEREAS, The Subdivision Improvement Agreement for Tract 3957, Tracy Hills Village 8A (“SIA”), executed by the City of Tracy (“City”) and Lennar Homes of California, Inc. (“Subdivider”), was approved by the City Council on October 2, 2018, and was recorded in San Joaquin County Records on October 19, 2018, and

WHEREAS, The SIA authorized the Subdivider to proceed with the construction of street improvements and utilities appurtenant to the development of Tract 3957, Tracy Hills Village 8A, and

WHEREAS, The SIA excluded landscape and irrigation improvements within the parkway strips on the public streets throughout Tract 3957, Tracy Hills Village 8A, in order to give the Subdivider additional time to complete the landscape and irrigation design and continue to work with City staff to finalize the associated plans, and

WHEREAS, The landscape construction plans for the parkway landscape and irrigation improvements are still undergoing review by the Engineering Division and have not been approved by the City Engineer, and

WHEREAS, The Subdivider is requesting approval of the First Amendment to the Subdivision Improvement Agreement for Tract 3957, Tracy Hills Village 8A (“First Amendment”) in order to allow them to proceed at their sole and exclusive risk with the construction of the landscape and irrigation improvements within the parkway strips on the public streets throughout Tract 3957, Tracy Hills Village 8A, until such time as the landscape construction plans are approved by the City Engineer, and

WHEREAS, The City and Subdivider now wish to execute the First Amendment in order add the subject parkway landscaping and irrigation improvements to the original Scope of Work as described in the SIA, and

WHEREAS, The City will periodically inspect Subdivider’s work in constructing and installing the parkway landscape and irrigation improvements as shown on the submitted landscape construction plans, will periodically advise Subdivider regarding whether the work appears to be proceeding in conformance with the submitted plans, and will further inspect construction of the improvements after the City Engineer’s approval of the plans in accordance with the standard terms of the SIA (as modified by the First Amendment), and

WHEREAS, In order to guarantee the performance of the Subdivider’s obligations regarding completion of the parkway landscaping and irrigation improvements within Tract 3957, Tracy Hills Village 8A, the Subdivider has executed the First Amendment and has submitted the required additional improvement security as set forth therein, and

WHEREAS, The parkway landscaping and irrigation improvements that are the subject of the First Amendment are part of the HOA Public Landscaping as defined in the Public Landscaping Maintenance Agreement between the City of Tracy and the Community Association, and therefore

the maintenance of said improvements will be funded and performed by the HOA pursuant to that Agreement, and

WHEREAS, The Subdivider has paid the cost of engineering, plan review and processing the First Amendment, and will pay all construction and inspection costs associated with the subject parkway landscaping and irrigation improvements;

NOW, THEREFORE BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the First Amendment to the Subdivision Improvement Agreement for Tract 3957, Tracy Hills Village 8A, and authorizes the City Clerk to file the First Amendment with the Office of the San Joaquin County Recorder.

* * * * *

The foregoing Resolution 2019-_____ was passed and adopted by the Tracy City Council on the 19th day of March, 2019, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.I

REQUEST

ACCEPT THE TRACY HILLS ZONE 3 WATER MAIN IMPROVEMENTS FROM THE WESTERN BOUNDARY OF THE JOHN JONES WATER TREATMENT PLANT TO THE DELTA MENDOTA CANAL, THE CITY ZONE 3 WATER MAIN IMPROVEMENTS FROM THE WESTERN BOUNDARY OF THE JOHN JONES WATER TREATMENT PLANT TO THE INTERSECTION OF CORRAL HOLLOW ROAD AND MIDDLEFIELD DRIVE, AND WHIRLWAY DRIVE ZONE 3 WATER MAIN IMPROVEMENTS CONSTRUCTED BY CALATLANTIC GROUP, INC., ASSUME RESPONSIBILITY FOR THEIR FUTURE MAINTENANCE AND REPAIR, AND AUTHORIZE THE CITY ENGINEER TO RELEASE BONDS

EXECUTIVE SUMMARY

CalAtlantic Group, Inc., a Delaware corporation (Developer), the subdivider for Ellis Phase 1B, has completed construction of Zone 3 Water Main Improvements in accordance with the Offsite Improvement Agreement approved by Council, including project plans and specifications. Staff recommends City Council accept the improvements as complete, and enable the City to release the Developer's bonds.

DISCUSSION

On July 18, 2017, City Council approved the Offsite Improvement Agreement (Agreement) by Resolution No. 2017-148 for the construction of certain City Zone 3 water main and appurtenances from the John Jones Water Treatment Plant (JJWTP) to Middlefield Drive and a section of Zone 3 water main serving a portion of the Edgewood subdivision at Whirlaway Drive. The Agreement also included construction of a portion of Tracy Hills Zone 3 Water Main Improvements.

The scope of work included installation of approximately 9,000 lineal feet of 20-inch City Zone 3 water main and 3,800 lineal feet of Tracy Hills Zone 3 water main. The work is described more fully on the two (2) sheets of improvement plans entitled "Offsite Whirlaway Waterline Improvement Plans, Ellis Phase 1B (APN 240-140-31 & 240-140-30)," prepared by Carlson Barbee & Gibson of San Ramon, California and Sheets PP-22 through PP-26, Sheets PP-33 through PP-37, and in various portions of the eighty-four (84) sheets of improvement plans entitled "Corral Hollow Road Utility Improvements, Water And Sewer Pipelines, CIP 74118 – August 2016," prepared by CH2M Hill of Sacramento, California ("Improvement Plans and Specifications"), as approved by the City Engineer.

The Developer has completed all the work required to be done in accordance with the Agreement, and has requested acceptance of the public improvements. The City Engineer has inspected the completed work and confirmed that the improvements conform to the Agreement and City specifications and plans. The estimated construction cost of the infrastructure improvements are as follows:

City Zone 3 Water Improvements	\$ 1,647,500
Whirlaway Zone 3 Water Improvements	\$ 305,000
Tracy Hills Zone 3 Water Improvements	<u>\$ 702,000*</u>
Total Water Improvements	\$ 2,654,500

* For Tracy Hills Zone 3 Water Improvements Project, the developer of Tracy Hills will submit bond reimbursement for \$852,000, which includes \$150,000 in construction management and program management costs.

All improvements were contained within City property and existing street rights-of-way and no additional dedications were required.

STRATEGIC PLAN

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

FISCAL IMPACT

The Developer, in accordance with the Offsite Improvement Agreement, completed all improvements.

RECOMMENDATION

That City Council accept, by resolution, the Tracy Hills Zone 3 Water Main Improvements from the western boundary of the John Jones Water Treatment Plant to the Delta Mendota Canal, City Zone 3 water main improvements from the western boundary of the John Jones Water Treatment Plant to the intersection of Corral Hollow Road and Middlefield Drive, and the Whirlaway Drive Zone 3 water main improvements as complete in accordance with the Offsite Improvement Agreement including the project plans and specifications, assume responsibility for their future maintenance and repair, and authorize the City Engineer to release all bonds in accordance with the terms of the Agreement.

Prepared by: Paul Verma, PE, Senior Civil Engineer

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

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – Vicinity Map

Attachment A

CITY SIDE
ZONE 3 WATER MAIN
BY OTHERS

WHIRLWAY ZONE 3 WATER MAIN
CONSTRUCTION COST - \$ 305,000

LINNE

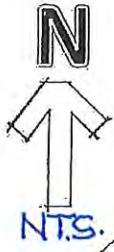
ROAD

CITY ZONE 3 WATER MAIN
CONSTRUCTION COST \$1,647,500

CORRAL HOLLOW RD

DELTA MENDOTA

TRACY BLVD



TRACY HILLS
ZONE 3 WATER MAIN
BY OTHERS

WATER
TREATMENT
PLANT

CALIFORNIA
AQUEDUCT

TRACY HILLS ZONE 3 WATER MAIN
CONSTRUCTION COST - \$ 702,000

RESOLUTION 2019-_____

ACCEPTING TRACY HILLS ZONE 3 WATER MAIN IMPROVEMENTS FROM THE WESTERN BOUNDARY OF THE JOHN JONES WATER TREATMENT PLANT TO THE DELTA MENDOTA CANAL, CITY ZONE 3 WATER MAIN IMPROVEMENTS FROM THE WESTERN BOUNDARY OF THE JOHN JONES WATER TREATMENT PLANT TO THE INTERSECTION OF CORRAL HOLLOW ROAD AND MIDDLEFIELD DRIVE, AND THE WHIRLWAY DRIVE ZONE 3 WATER MAIN IMPROVEMENTS, CONSTRUCTED BY CALATLANTIC GROUP, INC., ASSUMING RESPONSIBILITY FOR THE FUTURE MAINTENANCE AND REPAIR, AND AUTHORIZING THE CITY ENGINEER TO RELEASE BONDS

WHEREAS, On July 18, 2017, City Council approved the Offsite Improvement Agreement (Agreement) for the construction of certain City Zone 3 water main and appurtenances from the John Jones Water Treatment Plant (JJWTP) to Middlefield Drive and a section of Zone 3 water main serving a portion of the Edgewood subdivision at Whirlaway Drive. The Agreement also included construction of a portion of Tracy Hills Zone 3 water main improvements, and

WHEREAS, Developer has completed all the work required to be done in accordance with the Agreement, and has requested acceptance of the public improvements, and

WHEREAS, The City Engineer has inspected the completed work and recommends acceptance, and

WHEREAS, The estimated construction cost of infrastructure improvements is as follows:

City Zone 3 Water Improvements	\$ 1,647,500
Whirlaway Zone 3 Water Improvements	\$ 305,000
Tracy Hills Zone 3 Water Improvements	<u>\$ 702,000*</u>
Total Water Improvements	\$ 2,654,500

* For Tracy Hills Zone 3 Water Improvements Project, the developer of Tracy Hills will submit bond reimbursement for \$852,000, which includes \$150,000 in, construction management and program management costs.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby accepts the Tracy Hills Zone 3 water main improvements from the western boundary of the John Jones Water Treatment Plant to the Delta Mendota Canal, City Zone 3 water main improvements from the western boundary of the John Jones Water Treatment Plant to intersection of Corral Hollow Road and Middlefield Drive, and the Whirlaway Drive Zone 3 water main improvements as complete, in accordance with the Offsite Improvement Agreement including the project plans and specifications, and assumes responsibility for their future maintenance;

BE IT FURTHER RESOLVED, That the City Council of the City of Tracy hereby authorizes the City Engineer to release all bonds in accordance with the terms of the Offsite Improvement Agreement.

* * * * *

The foregoing Resolution 2019-_____ was passed and adopted by the Tracy City Council on the 19th day of March 2019, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 3.A

REQUEST

APPROVE AN EMPLOYMENT AGREEMENT BETWEEN JENNY HARUYAMA AND THE CITY OF TRACY TO SERVE AS CITY MANAGER

EXECUTIVE SUMMARY

This item is on the agenda to allow the City Council to consider the approval of an Employment Agreement between Jenny Haruyama and the City of Tracy to serve as the City Manager.

DISCUSSION

The recruiting firm of Bob Murray & Associates was retained to conduct a recruitment and selection process for the City Manager position. After an extensive search and recruitment effort, Jenny Haruyama was selected as the preferred candidate from a pool of candidates to be Tracy's new City Manager.

Currently Ms. Haruyama is the City Manager for the City of Scotts Valley, California. Her previous experience includes Assistant City Manager for the City of Livermore, California and Administrative Services Director for the City of Tracy, California. Ms. Haruyama has over twenty years of local government experience and holds a Masters of Public Administration from California State University Hayward, Hayward, California and a Bachelor of Science degree in Business Administration from San Jose State University, San Jose, California. Ms. Haruyama currently serves as a member of the League of California Cities Revenue and Taxation Policy Committee.

Proposed employment terms between the City and Ms. Haruyama are set forth in the attached employment agreement. The agreement specifies an annual salary of \$245,000.

Ms. Haruyama will begin her duties at the City of Tracy on or before May 31, 2019. She will become Tracy's eleventh City Manager since 1954, when voters approved the City Council/City Manager form of government.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no fiscal impact to the operating budget in the current fiscal year. There are sufficient budgeted funds to pay the salary and benefits for the City Manager position.

RECOMMENDATION

That the City Council, by resolution, approve an Employment Agreement between Jenny Haruyama and the City of Tracy to serve as City Manager.

Prepared by: Kimberly Murdaugh, Director of Human Resources

Reviewed by: Midori Lichtwardt, Interim City Manager
Tom Watson, City Attorney
Karin Schnaider, Finance Director

Approved by: Tom Watson, City Attorney

Attachments: Exhibit A: Proposed Employment Agreement – Jenny Haruyama

EMPLOYMENT AGREEMENT
BETWEEN
JENNY HARUYAMA AND THE CITY OF TRACY

This Agreement (hereinafter "Agreement") is made and entered into between the City of Tracy, a municipal corporation ("CITY"), and Jenny Haruyama, an individual ("EMPLOYEE"), both of whom agree as follows:

RECITALS:

- A. The City Council has conducted an extensive recruitment process for the City Manager position and has carefully evaluated EMPLOYEE's knowledge, experience, administrative skills and abilities and has decided to appoint EMPLOYEE to the position of City Manager.
- B. The City desires to secure and retain the services of EMPLOYEE and to provide inducement for EMPLOYEE to remain in employment, make possible full productivity by assuring EMPLOYEE's morale and peace of mind with respect to future security, and act as a deterrent against malfeasance or dishonesty for personal gain on the part of EMPLOYEE while also providing a just means for terminating EMPLOYEE's services at such time as EMPLOYEE may be unable to fully discharge EMPLOYEE duties due to age or disability; or when EMPLOYER may otherwise desire to terminate the EMPLOYEE.
- C. The parties have entered into this Agreement in recognition of the benefits accruing to each party. This Agreement will insure the retention of EMPLOYEE's services as City Manager and the performance of those duties in a manner which serves the best interests of the CITY, subject to the direction of the City Council.
- D. EMPLOYEE desires employment as the City Manager of the City of Tracy.

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth below, the parties agree as follows:

Section 1: Duties.

CITY agrees to employ Jenny Haruyama as City Manager of CITY to perform the functions and duties specified in Article 1 of Chapter 2.08 of Title 2, of the Tracy Municipal Code and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign.

Section 2: Term.

Except as otherwise expressly stated in this Agreement, the term of this Agreement shall be for an indefinite period of time. However, the 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 EMPLOYEE'S position with the CITY provided EMPLOYEE gives the CITY 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. The CITY agrees to pay EMPLOYEE an annual base salary of \$245,000, payable in accordance with a pre-determined schedule applicable to all CITY

employees.

B. Merit Increases in Compensation. CITY may also increase the base salary and/or other benefits of EMPLOYEE in the amount and to the extent as the CITY may determine that it is desirable to do so on the basis of an annual performance evaluation and salary review.

C. Health, Disability and Life Insurance Benefits. Upon commencement of employment, 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.

D. Car Allowance. EMPLOYEE is entitled to receive a car allowance of \$500 per month, prorated per pay period.

E. Cell Phone Allowance. During the duration of EMPLOYEE's employment with CITY, EMPLOYEE shall be entitled, at EMPLOYEE'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.

F. 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 EMPLOYEE'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.

G. Accrual and Use of Leave.

1. Vacation Credit and Accrual. Upon commencing employment, EMPLOYEE shall be credited with 40 hours of vacation leave. Thereafter, during the duration of employment with CITY, EMPLOYEE shall accrue vacation leave at a prorated rate of 160 hours per year through September 1, 2024. Thereafter, during the duration of employment with CITY, EMPLOYEE shall accrue vacation leave in the same amount as provided to other employees covered by the most currently adopted Department Heads Compensation and Benefits Plan

2. Sick Leave Credit and Accrual. Upon commencing employment, EMPLOYEE shall be credited with 40 hours of sick leave. Thereafter, EMPLOYEE shall accrue sick leave at the rate of 96 hours per year, prorated per pay period.

3. 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.

Upon commencing employment, EMPLOYEE shall be credited with a prorated amount of 120 hours of management leave for the remainder of the 2019 calendar year.

4. Use of Leave. EMPLOYEE is entitled to accrue all leave, without limit, and if EMPLOYEE'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.

H. Deferred Compensation. CITY shall contribute 5% of EMPLOYEE's base salary to EMPLOYEE's 401 Plan deferred compensation.

I. CalPERS (California Public Employees' Retirement System). EMPLOYEE shall pay the full employee contribution share under the 2% at 55 CalPERS formula, adopted by Council Resolution No. 2010-174, which contribution is currently 7% of salary.

Section 4: Performance Evaluation.

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, EMPLOYEE and the City Council will meet to discuss and establish performance goals for EMPLOYEE. A facilitator selected by EMPLOYEE and agreeable to the City Council may facilitate the discussion. The fees for the facilitator shall be paid by the CITY. Thereafter, the City Council and EMPLOYEE shall meet on an annual basis to evaluate EMPLOYEE's performance. The City Council shall provide EMPLOYEE with a written performance evaluation in such format as the City Council may determine. If the City Council concludes EMPLOYEE'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.

Section 5: General Business Expenses. CITY agrees to budget for and to pay for professional dues and subscriptions of EMPLOYEE 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 to provide a 30 day notice of resignation is an additional consideration for various benefits provided herein to EMPLOYEE.

B. This Agreement shall terminate immediately upon the occurrence of any of the following events:

- (i) the death of EMPLOYEE;
- (ii) the loss by EMPLOYEE of legal capacity;
- (iii) conviction of a felony;
- (iv) the willful breach of material duty by the EMPLOYEE in the 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 EMPLOYEE; or
- (vii) is found to have committed an unethical act involving personal gain to EMPLOYEE and resulting in expulsion from the International City Management Association (ICMA).

C. In the event of the termination of this Agreement for one of the causes enumerated in Paragraph B of this Section 6, 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 Council is elected. (Tracy Municipal Code §2.08.080(b).)

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) 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 indemnify 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 judgment 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

JENNY HARUYAMA – EMPLOYEE:

Jenny Haruyama
803 Navarra Drive
Scotts Valley, CA 95066

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

Alternatively, notices required under this Agreement, may be personally served in the same manner as is applicable to civil judicial practice.

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. Effective Date. This Agreement shall become effective upon execution by both parties, provided however, that EMPLOYEE's first day of employment shall be on or before May 31, 2019.

CITY OF TRACY (EMPLOYER)

JENNY HARUYAMA (EMPLOYEE)

Robert Rickman, Mayor

Dated: _____



Jenny Haruyama
Dated: 3/8/19

ATTEST:

Adrienne Richardson, City Clerk

Dated: _____

APPROVED AS TO FORM:

Thomas Watson, City Attorney

Dated: _____

RESOLUTION 2019 - _____

APPROVING AN EMPLOYMENT AGREEMENT BETWEEN JENNY HARUYAMA AND THE CITY OF TRACY TO SERVE AS CITY MANAGER

WHEREAS, An extensive recruitment and selection process for the City Manager position has taken place; and

WHEREAS, The City Council has carefully evaluated Jenny Haruyama's knowledge, experience, administrative skills and abilities and has decided to appointment her to the position of City Manager, and

WHEREAS, Jenny Haruyama and the City of Tracy desire to enter into an employment agreement to specify the duties, responsibilities, salary and benefits related to the City Manager position.

NOW, THEREFORE, BE IT RESOLVED, That the City Council approves an Employment Agreement between Jenny Haruyama and the City of Tracy attached to this agenda item and authorizes the Mayor to execute the Agreement.

The foregoing Resolution 2019 - _____ was adopted by the Tracy City Council on the 19th day of March, 2019 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 3.B

REQUEST

RECEIVE AND AUTHORIZE STAFF TO SUBMIT THE ANNUAL PROGRESS REPORT FOR 2018 AND ANNUAL ELEMENT PROGRESS REPORT FOR 2018 TO THE OFFICE OF PLANNING AND RESEARCH AND STATE HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT REGARDING THE IMPLEMENTATION OF THE GENERAL PLAN AND THE HOUSING ELEMENT

EXECUTIVE SUMMARY

State law requires cities to submit an Annual Progress Report and an Annual Element Progress Report (APR) about the implementation of the General Plan and the Housing Element respectively during the previous calendar year to the Office of Planning and Research (OPR) and California Department of Housing and Community Development (HCD) by April 1st of each year. State law further requires that the APRs be considered at a public meeting during which the public is given the opportunity to provide written and oral comments.

This item asks Council to receive the APR for 2018 and authorize staff to submit the report to OPR and HCD.

DISCUSSION

State law requires each city to adopt a comprehensive, long-term general plan for its physical development and that of land outside its boundaries that bears a relationship to a city's planning activities. Government Code Section 65302 mandates that certain topics or "elements" be included in the General Plan depending on the jurisdiction, such as land use, circulation, and housing.

The City of Tracy's General Plan, adopted in 2011, "provides a vision for the future and establishes a framework for how Tracy should grow and change over the next two decades." The General Plan provides direction through 2025. The City's Housing Element was adopted in March 2016 for the time period of 2015-2023 in accordance with the housing element update cycle for jurisdictions in the San Joaquin Council of Governments region. The Housing Element contains an identification and analysis of projected housing needs and the City's goals, policies, and objectives regarding the preservation, improvement, and development of housing.

Government Code Section 65400(a) requires that a planning agency or planning department submit APRs to the legislative body of a local agency, OPR and HCD on or before April 1st each year that contains the following information for the previous calendar year (January 1st – December 31st):

- The status of the General Plan and the progress of its implementation,
- The local agency's progress in meeting its share of regional housing needs, which is commonly referred to as the Housing Element portion of the APR or Annual Element Progress Report, including the agency's "efforts to remove

governmental constraints to the maintenance, improvement, and development of housing” under the Housing Element, and

- The degree to which the General Plan complies with the OPR’s guidelines and the date the General Plan was last revised.

In January 2019, HCD updated the Housing Element APR form and instructions for the information required to be reported. The following information must now also be included in the APR form for the reporting calendar year:

- The number of housing development and residential building permit applications received and deemed complete, approved and issued, denied, and received final occupancy,
- Total dwelling unit count in each of the above applications categorized by Area Medium Income levels for the San Joaquin County region,
- Progress toward satisfying Tracy’s Regional Housing Needs Allocation (RHNA),
- Information about applications submitted pursuant to Senate Bill 35 (effective January 1, 2018) which requires streamlined approval of certain infill affordable housing projects,
- Sites identified or rezoned to accommodate shortfall housing need,
- Progress on implementation of the programs identified in the Housing Element, and
- Commercial development bonus projects approved.

New to this APR is an optional table for the reporting of number of units rehabilitated, converted from non-affordable to affordable by acquisition, and preserved pursuant to Government Code section 65583.1.

The Planning Division of the Development Services Department compiled information from other City departments to prepare the City’s General Plan APR for 2018 (Attachment A) in accordance with the APR Guidelines issued by the OPR (Attachment B). Jurisdictions have the ability to report the required information in any form. The Planning Division also prepared the Housing Element APR (Annual Element Progress Report) for 2018 (Attachment A) in accordance with the reporting instructions prepared by HCD (Attachment C). State regulations require that the Housing Element APR be prepared using HCD’s instructions, definitions, and form. The form is created by HCD and cannot be altered. Jurisdictions are instructed to enter data in certain required cells, with optional cells marked with an asterisk. Where no such entry exists, the cell is to remain blank. Because the form and instructions were only released on January 17, 2019, and due to the significant amount of data now requested and the requirement that the APRs be heard at a public meeting prior to submission to the state, jurisdictions had limited time to compile and enter all the newly required and requested optional data before the due date of April 1. Due to these time constraints, staff has only provided data that is required.

STRATEGIC PLAN

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

FISCAL IMPACT

Staff resources used to prepare these reports are included in the Development Services Department's operating budget for FY 2018-19.

RECOMMENDATION

That City Council receive the Annual Progress Report for 2018 and Annual Element Progress Report for 2018, and, by resolution, authorize staff to submit the report to OPR and HCD.

Prepared by: Kimberly Matlock, Associate Planner
Bill Dean, Assistant Development Services Director

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

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

- Attachment A – City of Tracy Annual Progress Report for Reporting Year 2018 and Annual Element Progress Report for 2018
- Attachment B – Excerpt from OPR's 2017 General Plan Guidelines
- Attachment C – Housing Element Annual Progress Report Instructions, January 2019

City of Tracy Annual Progress Report



Reporting Year 2018

Introduction

The purpose of this report is to give an update on the progress in implementing the City of Tracy General Plan for the reporting year of 2018.

The City of Tracy General Plan was adopted on February 1, 2011 and provides the City with direction through the year 2025. The General Plan contains the Land Use Element, the Community Character Element, the Economic Development Element, the Circulation Element, the Open Space and Conservation Element, the Public Facilities and Service Element, the Safety Element, the Noise Element, and the Air Quality Element. Each element contains goals, objectives, policies, and action items to guide development within city limits and growth within the sphere of influence as properties in the sphere annex into the City. These elements address all the required contents of a General Plan as mandated by Government Code section 65302(a) that were applicable at the time of its adoption.

Adopted at the same Council meeting as the General Plan and published in a separate document is the City's Sustainability Action Plan, a comprehensive strategy to achieve communitywide sustainability in the sectors of greenhouse gas emissions, energy, transportation and land use, solid waste, water, agriculture and open space, biological resources, air quality, public health, and economic development. The goals and measures in the Sustainability Action Plan further the environmental goals identified in the General Plan.

The City of Tracy Housing Element was published under separate cover and was adopted on March 15, 2016 for the beginning January 1, 2015 through December 31, 2023 and subsequently certified by the Department of Housing and Community Development. A copy of the 2018 progress report on the City's implementation of the Housing Element is attached to this report in the format required by California Department of Housing and Community Development (HCD).

This report is presented to the Tracy City Council for review and acceptance at a public hearing during held on March 19, 2019. A copy of the City Council resolution that directs staff to submit the report to Office of Planning and Research (OPR) and HCD will be provided to OPR and HCD with the submission of the report.

Amendments to the General Plan

The General Plan was amended twice in calendar year 2018.

The first amendment involved changes to the General Plan Land Use Designations map, Figure 2-2, for the Ellis site to be consistent with the amendment to the Ellis Specific Plan that changed the boundaries of several land use designations. The area designated Village Center increased and the area designated Commercial decreased accordingly. The land use changes also include increasing the area designated Residential Very Low, which would be offset by a decrease to the TR-Ellis designation and a re-configuration of the Commercial designation. The area proposed as Residential Very Low is located within an area designated as Outer Approach/ Departure Zone by the San Joaquin County Airport Land Use Compatibility Plan (ALUCP). The Outer Approach / Departure Zone has limitations on development, as noted in the Ellis Specific Plan and further described in the ALUCP. This amendment was approved on March 13, 2018, Resolution No. 2018-046.

The other General Plan Amendment involved minor adjustments to General Plan Land Use Designations within the Cordes Ranch Specific Plan area (Application Number GPA18-0001). The General Plan Land Use Designations for the Cordes Ranch area match the boundaries of the land use designations identified in the Cordes Ranch Specific Plan. The Cordes Ranch Specific Plan was amended in 2018 to adjust the boundaries of some of the land use designations. The purpose of the General Plan amendment was to match changes to the boundaries for various land use designations in the Cordes Ranch Specific Plan. The amendment did not change the total acres of each General Plan Land Use Designation from the previous acreages. The amendment was approved on November 7, 2018, Resolution No. 2018-233.

Activities for the Reporting Year

The following is a representation of the progress the City has made toward implementing the goals and policies of the General Plan for the reporting year. This list highlights some of the City's high-profile projects that took place in 2018 and is organized to correspond with the elements of the General Plan. The 2018 Housing Element Progress Report is in a separate form, attached at the end of this report.

Land Use Element Community Character Element Economic Development Element

The City approved three applications for annexation, including an approximately 9-acre commercial area, an approximately 96-acre residential project that also includes a specific plan, and an approximately 135-acre residential project with a specific plan designed for residents aged 55 and older. Applications for annexation of these project areas are expected to be considered by the Local Agency Formation Commission in 2019.

Development activity for commercial and industrial development was high in 2018. Of notable mention are five industrial facilities in the industrial parks on the east and west ends of Tracy, two fueling station expansions, and a complete remodel of an outdated retail building. The City also received an application for a new four-story hotel and applications for single-family home development and a 24-unit apartment complex. These applications are still in the early stages of review. A list of residential development applications that were received and deemed complete can be found in the 2018 Housing Element Progress Report.

The City processed amendments to the Tracy Hills Specific Plan and the Cordes Ranch Specific Plan, including land use boundary changes, to better align to the projected growth needs of the community and with current economic trends.

The City educated the public on three ordinances that were adopted in late 2017 that addressed shopping cart containment, unlawful parking on unpaved surfaces, and duration of temporary storage containers in residential areas. These ordinances aim to minimize visual blight that has been historically a citywide matter of concern.

The City's Economic Development Division ramped up efforts on business attraction, business retention and expansion, as well as concentrated on opportunities to integrate higher education and vocational training into the Tracy community. Business attraction efforts include attendance at two retail-focused tradeshows, such as the International Council of Shopping Centers, one International tradeshow focusing on the development of City Centers and Downtowns, and four target industry related conferences including the Industrial Asset Management Council, Society of Industrial & Office Realtors, and Team California's Meet the Consultants Forum. The City's efforts resulted in the attraction of new businesses that will occupy more than 2,086,000± square feet of new industrial development, 80,000± square feet of new commercial development, and create more than 650 jobs. The City also worked collectively with the Tracy Chamber of Commerce to conduct business retention visits, host small business workshops, and partner on events such as the State of the City and the "award-winning" Real Estate

Development Tour (RED Tour). The City conducted 43 business retention visits in addition to the Chamber Walk About event that reached approximately 100 local businesses.

Circulation Element

The City completed reconstruction of the Eleventh Street Bridge that connects the eastern city limits to adjacent San Joaquin County properties. The previous bridge was built in 1936 and deemed necessary to be replaced to meet the latest structural and seismic requirements.

Construction to widen North Corral Hollow Road, between Grant Line and Byron Roads, from four lanes to six lanes, continued through 2018. The project is in its final phase and is anticipated to be completed in Spring of 2019. Completion of the Corral Hollow Road Widening Project will improve traffic circulation and provide additional capacity for the City's sewer collection system.

The City continues to collaborate with the San Joaquin Regional Rail Commission and the Tri-Valley-San Joaquin Valley Regional Rail Authority (known as Valley Link) to enhance transportation connectivity from the Central Valley to the Silicon Valley. Councilmember Veronica Vargas was appointed to represent the City in that authority. The City identified the Valley Link project as a priority project to request congressional funding.

Open Space and Conservation Element

City staff continues preliminary work on an approximately half-mile long storm drain easement that is being creatively engineered for dual-use in the International Park of Commerce industrial business park. The drainage easement, which runs approximately a mile long, will be enhanced for riparian restoration, social gathering, and walking trails that connect various areas of the industrial park.

The City continues to mitigate loss of open space resulting from new development by encouraging that development projects participate in the San Joaquin County Multi-Species Conservation Plan (SJMSCP). Development projects participating in the SJMSCP are able to compensate for the conversion of open space through the SJMSCP, which is managed by the San Joaquin Council of Governments.

The City has an agricultural mitigation fee ordinance (Tracy Municipal Code Sections 13.28.010 through 13.28.060) which is applicable to many projects. Funds received are remitted to the Central Valley Farmland Trust.

Public Facilities and Service Element

In February 2018, the City and the Tracy Rural Fire District dissolved the South County Fire Authority through a dissolution agreement and entered into a new agreement that formed the South San Joaquin County Fire Authority. The new Joint Powers Agreement became effective on July 1, 2018, and the City's Fire governance plan was updated.

The City has ramped up efforts to address community concerns regarding homelessness, reducing blighted property conditions, and promoting awareness of unsafe living conditions. Code Enforcement staff continues to work collaboratively with the Tracy Police Department's Street Crimes Unit, the South San Joaquin County Fire Authority, and the Solid Waste Division of Public Works on residential abatement actions addressing blighted properties, homelessness, hoarding, drug manufacturing (drug houses) and gang activity, inoperative vehicles, graffiti, weeds, garbage and debris, and open and abandoned buildings.

Safety Element

The City launched a planning effort to assess risks from natural and human-caused hazards and to identify ways to reduce those risks. The planning process will result in the preparation of the City's Local Hazard Mitigation Plan (LHMP). The process includes a community-wide survey that began in at the end of the year and will continue into 2019 with public workshop to review a draft LHMP.

Noise Element

The Police Department and Code Enforcement staff continues to respond to citizen calls regarding excessive noise complaints. In 2018, thirteen cases on noise complaints were open, addressed, and closed.

The Development Services Department continues to work with business and property owners to control the level of noise associated with proposed businesses, projects, and temporary events.

Air Quality Element

The City continues to work with the local Air Pollution Control District to implement applicable air quality regulations on new development, including Rule 9510, indirect source review, and project-specific mitigation measures. This is typically achieved through the development and CEQA processes.

The City offered free rides for students in August to promote their use of the Tracer bus system to travel to and from school. Free rides were also offered to the public in April and December to promote bus ridership. On summer days where temperatures were forecasted above 100 degrees, free bus rides were offered to reduce air pollution from individual vehicles.

The City encourages the development of high-density residential near commercial corridors to reduce vehicle miles traveled between residences and goods and services. Construction commenced on phase 1 of the Gateway Crossings apartment project located adjacent to the City's I-205 commercial corridor, and construction began on phase 2. Access to the I-205 freeway and numerous goods and services, including the West Valley Mall, are within one-quarter mile of the Gateway Crossing apartments.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

Jurisdiction	Tracy	
Reporting Year	2018	(Jan. 1 - Dec. 31)

Note: + Optional field
 Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier		Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes							Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Notes				
1		2		3	5							6	7	8	9	10			
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA, SFD, 2 to 4, 5+ ADU, MH)	Tenure R=Renter O=Owner	Date Application Submitted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project (Auto-calculated Can Be Overwritten)	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Notes*
Summary Row: Start Data Entry Below																			
	24066037	2483 W Schulte Rd	Southgate High Density Site (SFD units)	TSM18-0004, D18-0029	SFD	O	9/24/2018							7	243	250	31	1	
	24066037	2483 W Schulte Rd	Southgate High Density Site (Duet units)	TSM18-0004, D18-0029	2 to 4	O	9/24/2018								18	18			No Deemed complete and currently under review
	25337020	6356 Moser Way	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No Deemed complete and currently under review
	25337020	6346 Moser Way	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	6336 Moser Way	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	6326 Moser Way	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	6316 Moser Way	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	3029 Wilkins Lane	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	3039 Wilkins Lane	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	3039 Wilkins Lane	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	3049 Wilkins Lane	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	3028 Wilkins Lane	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	3038 Wilkins Lane	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	3048 Wilkins Lane	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	3058 Wilkins Lane	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	3068 Wilkins Lane	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	3078 Wilkins Lane	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	3088 Wilkins Lane	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	6362 Zink House Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	6372 Zink House Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	6382 Zink House Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	6392 Zink House Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	6402 Zink House Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	6403 Greymont Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	6393 Greymont Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	6383 Greymont Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	3067 Copley Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	3057 Copley Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	3047 Copley Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	3037 Copley Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	3027 Copley Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	6473 Greymont Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	6463 Greymont Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	6453 Greymont Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	6433 Greymont Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	6423 Greymont Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	3074 Sanderson Avenue	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	3084 Sanderson Avenue	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	3094 Sanderson Avenue	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	3104 Sanderson Avenue	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	6401 Zink House Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	6391 Zink House Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	6381 Zink House Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	6371 Zink House Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	6351 Zink House Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337020	6341 Zink House Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337019	6323 Carousel Ave	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337019	6313 Carousel Ave	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337019	6293 Carousel Ave	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337019	6283 Carousel Ave	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337019	6273 Carousel Ave	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337019	6263 Carousel Ave	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337018	3044 Prospect Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337018	3054 Prospect Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337018	3064 Prospect Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337018	3074 Prospect Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337018	3084 Prospect Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337018	3075 Prospect Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337018	3065 Prospect Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337018	3055 Prospect Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337018	3045 Prospect Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337019	6246 Cameo Way	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337019	6256 Cameo Way	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No
	25337019	6266 Cameo Way	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018								1	1			No

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Notes	
1					2	3	4	5								6	7	8	9	10
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project (Auto-calculated Can Be Overwritten)	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Notes*	
25337019		6276 Cameo Way	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337019		6286 Cameo Way	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337019		6234 Carousel Ave	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337019		6244 Carousel Ave	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337019		6254 Carousel Ave	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337019		6264 Carousel Ave	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337019		6274 Carousel Ave	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337018		6262 Zink House Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337018		6272 Zink House Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337018		6282 Zink House Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337018		6292 Zink House Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337018		6302 Zink House Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337018		6312 Zink House Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337018		6322 Zink House Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337018		6321 Zink House Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337018		6311 Zink House Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337018		6301 Zink House Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337018		6291 Zink House Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337018		6281 Zink House Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337018		6271 Zink House Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337018		6261 Zink House Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337018		3085 Prospect Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337018		3095 Prospect Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337018		3015 Prospect Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337018		3115 Prospect Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337018		3125 Prospect Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337018		3135 Prospect Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337023		6260 Longview Street	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337023		6270 Longview Street	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337023		6280 Longview Street	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337023		6290 Longview Street	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337023		6300 Longview Street	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337023		6310 Longview Street	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337023		6320 Longview Street	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		6340 Longview Street	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		6350 Longview Street	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		6360 Longview Street	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		6370 Longview Street	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		6380 Longview Street	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		6390 Longview Street	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		6400 Longview Street	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		3114 Sanderson Ave	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		3124 Sanderson Ave	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		3123 Mantle Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		3113 Mantle Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		3103 Mantle Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		3093 Mantle Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		3083 Mantle Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		3073 Mantle Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		3063 Mantle Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		3053 Mantle Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		3043 Mantle Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		3033 Mantle Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		3097 Leeds Lane	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		3036 Leeds Lane	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		3046 Leeds Lane	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		3056 Leeds Lane	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		3066 Leeds Lane	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		3076 Leeds Lane	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		3086 Leeds Lane	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		3096 Leeds Lane	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		3106 Leeds Lane	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		3116 Leeds Lane	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		6500 Longview Street	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		6490 Longview Street	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		6480 Longview Street	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		6470 Longview Street	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		3122 Mantle Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		3112 Mantle Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		3102 Mantle Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		3082 Mantle Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		3062 Mantle Drive	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		3047 Leeds Lane	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		3057 Leeds Lane	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
25337022		3067 Leeds Lane	Tracy Hills Village 8	D18-0032	SFD	O	10/22/2018							1	1			No		
23526028		465 Cecelio Way		18-2976	SFD	R	10/19/2018							1	1			No		
23526028		465 Cecelio Way		18-2976	ADU	R	10/19/2018						1		1			No	The ADU is attached to the house	
23306309		1725 WALL ST		18-0664	ADU	O	4/2/2018							1	1			No		

Project Identifier				Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Notes	
1				2	3	4	5								6	7	8	9	10
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project (Auto-calculated Can Be Overwritten)	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Notes*
	23408125	732 N PALM CIRCLE		18-1815	ADU		8/1/2018												
	24017020	1152 MARIE ANTOINETT CT		18-1844	ADU	O	8/6/2018							1		1		1	Doesn't meet req's for an ADU
	21425008	3500 CROWLEY CT		18-3465	ADU	O	12/18/2018							1		1			No
	23232004	1353 FERNGROVE LN		18-3507	ADU	O	12/20/2018							1		1			No
	24439003	829 CHERRY BLOSSOM LANE	Brookview West	SM18-0001 & D18-00	SFD	O	4/10/2018							1		1			No
	24439012	4060 CREPE MYRTLE LANE	Brookview West	SM18-0001 & D18-00	SFD	O	4/10/2018							1		1			No
	24439007	3960 CREPE MYRTLE LANE	Brookview West	SM18-0001 & D18-00	SFD	O	4/10/2018							1		1			No
	24439009	4000 CREPE MYRTLE LANE	Brookview West	SM18-0001 & D18-00	SFD	O	4/10/2018							1		1			No
	24439001	849 CHERRY BLOSSOM LANE	Brookview West	SM18-0001 & D18-00	SFD	O	4/10/2018							1		1			No
	24439019	701 CREPE MYRTLE COURT	Brookview West	SM18-0001 & D18-00	SFD	O	4/10/2018							1		1			No
	24439016	761 CREPE MYRTLE COURT	Brookview West	SM18-0001 & D18-00	SFD	O	4/10/2018							1		1			No
	24439020	820 CHERRY BLOSSOM LANE	Brookview West	SM18-0001 & D18-00	SFD	O	4/10/2018							1		1			No
	24439021	830 CHERRY BLOSSOM LANE	Brookview West	SM18-0001 & D18-00	SFD	O	4/10/2018							1		1			No
	24439011	4040 CREPE MYRTLE LANE	Brookview West	SM18-0001 & D18-00	SFD	O	4/10/2018							1		1			No
	24439006	3940 CREPE MYRTLE LANE	Brookview West	SM18-0001 & D18-00	SFD	O	4/10/2018							1		1			No
	24439015	722 CREPE MYRTLE COURT	Brookview West	SM18-0001 & D18-00	SFD	O	4/10/2018							1		1			No
	24439004	819 CHERRY BLOSSOM LANE	Brookview West	SM18-0001 & D18-00	SFD	O	4/10/2018							1		1			No
	24439018	721 CREPE MYRTLE COURT	Brookview West	SM18-0001 & D18-00	SFD	O	4/10/2018							1		1			No
	24439023	850 CHERRY BLOSSOM LANE	Brookview West	SM18-0001 & D18-00	SFD	O	4/10/2018							1		1			No
	24439010	4020 CREPE MYRTLE LANE	Brookview West	SM18-0001 & D18-00	SFD	O	4/10/2018							1		1			No
	24439008	3980 CREPE MYRTLE LANE	Brookview West	SM18-0001 & D18-00	SFD	O	4/10/2018							1		1			No
	24439017	741 CREPE MYRTLE COURT	Brookview West	SM18-0001 & D18-00	SFD	O	4/10/2018							1		1			No
	24439022	840 CHERRY BLOSSOM LANE	Brookview West	SM18-0001 & D18-00	SFD	O	4/10/2018							1		1			No
	24439014	702 CREPE MYRTLE COURT	Brookview West	SM18-0001 & D18-00	SFD	O	4/10/2018							1		1			No
	24439005	809 CHERRY BLOSSOM LANE	Brookview West	SM18-0001 & D18-00	SFD	O	4/10/2018							1		1			No
	24439002	839 CHERRY BLOSSOM LANE	Brookview West	SM18-0001 & D18-00	SFD	O	4/10/2018							1		1			No
	24439013	4080 CREPE MYRTLE LANE	Brookview West	SM18-0001 & D18-00	SFD	O	4/10/2018							1		1			No
	24829052	2851 PEBBLEBROOKE CT		18-3015	SFD	O	10/24/2018							1		1			No
	24829056	2891 PEBBLEBROOKE COURT		18-2070	SFD	O	8/27/2018							1		1			No
	24829055	2881 PEBBLEBROOKE COURT		18-2071	SFD	O	8/27/2018							1		1			No
	25340001	6600 REDBLOOM CT	Tracy Hills Village 3	18-2302	SFD	O	9/6/2018							1		1			No
	25340002	6590 REDBLOOM CT	Tracy Hills Village 3	18-2303	SFD	O	9/6/2018							1		1			No
	25340003	6580 REDBLOOM CT	Tracy Hills Village 3	18-2304	SFD	O	9/6/2018							1		1			No
	25340004	6570 REDBLOOM CT	Tracy Hills Village 3	18-2305	SFD	O	9/6/2018							1		1			No
	25340005	6599 REDBLOOM CT	Tracy Hills Village 3	18-2306	SFD	O	9/6/2018							1		1			No
	25340006	6646 ANTON ST	Tracy Hills Village 3	18-2307	SFD	O	9/6/2018							1		1			No
	25340007	6656 ANTON ST	Tracy Hills Village 3	18-2308	SFD	O	9/6/2018							1		1			No
	25340008	6666 ANTON ST	Tracy Hills Village 3	18-2309	SFD	O	9/6/2018							1		1			No
	25340009	6676 ANTON ST	Tracy Hills Village 3	18-2310	SFD	O	9/6/2018							1		1			No
	25340022	6610 SILVERLEAF CT	Tracy Hills Village 3	18-2323	SFD	O	9/6/2018							1		1			No

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes							Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Notes	
1					2	3	4	5							6	7	8	9	10
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project (Auto-calculated Can Be Overwritten)	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Notes*
	25340023	6620 SILVERLEAF CT	Tracy Hills Village 3	18-2324	SFD	O	9/6/2018							1	1			No	
	25341033	2551 ARTESIAN AVE	Tracy Hills Village 4	18-2507	SFD	O	9/7/2018							1	1			No	
	25341045	2588 CAPSTONE CT	Tracy Hills Village 4	18-2516	SFD	O	9/7/2018							1	1			No	
	25341046	2578 CAPSTONE CT	Tracy Hills Village 4	18-2517	SFD	O	9/7/2018							1	1			No	
	25341047	2568 CAPSTONE CT	Tracy Hills Village 4	18-2518	SFD	O	9/7/2018							1	1			No	
	25341048	2558 CAPSTONE CT	Tracy Hills Village 4	18-2519	SFD	O	9/7/2018							1	1			No	
	25338009	2400 IVERSTONE ST	Tracy Hills Village 1	18-2583	SFD	O	9/6/2018							1	1			No	
	25338009	2410 IVERSTONE ST	Tracy Hills Village 1	18-2584	SFD	O	9/8/2018							1	1			No	
	25343033	7193 TASSIE CT	Tracy Hills Village 1	18-2719	SFD	O	9/21/2018							1	1			No	
	25343034	7203 TASSIE CT	Tracy Hills Village 1	18-2720	SFD	O	9/21/2018							1	1			No	
	25343035	7213 TASSIE CT	Tracy Hills Village 1	18-2721	SFD	O	9/21/2018							1	1			No	
	25343036	7223 TASSIE CT	Tracy Hills Village 1	18-2722	SFD	O	9/21/2018							1	1			No	
	25343037	7233 TASSIE CT	Tracy Hills Village 1	18-2723	SFD	O	9/21/2018							1	1			No	
	25343038	2444 TERINDALE WY	Tracy Hills Village 1	18-2724	SFD	O	9/21/2018							1	1			No	
	25343039	2434 TERINDALE WY	Tracy Hills Village 1	18-2725	SFD	O	9/21/2018							1	1			No	
	25343044	2433 FELDSPAR LN	Tracy Hills Village 1	18-2726	SFD	O	9/21/2018							1	1			No	
	25343045	2443 FELDSPAR LN	Tracy Hills Village 1	18-2727	SFD	O	9/21/2018							1	1			No	
	25343046	2452 FELDSPAR LN	Tracy Hills Village 1	18-2728	SFD	O	9/21/2018							1	1			No	
	25343047	2442 FELDSPAR LN	Tracy Hills Village 1	18-2729	SFD	O	9/21/2018							1	1			No	
	25343048	2432 FELDSPAR LN	Tracy Hills Village 1	18-2730	SFD	O	9/21/2018							1	1			No	
	25247001	2113 BASQUE DRIVE	Elissagaray Infill	18-3421	SFD	O	12/12/2018							1	1	1		No	
	25247002	2123 BASQUE DRIVE	Elissagaray Infill	18-3424	SFD	O	12/12/2018							1	1	1		No	
	25247003	2133 BASQUE DRIVE	Elissagaray Infill	18-3425	SFD	O	12/12/2018							1	1	1		No	
	25247004	2143 BASQUE DRIVE	Elissagaray Infill	18-3426	SFD	O	12/12/2018							1	1	1		No	
	25247005	2203 BASQUE DRIVE	Elissagaray Infill	18-3427	SFD	O	12/12/2018							1	1	1		No	
	25247006	2223 BASQUE DRIVE	Elissagaray Infill	18-3428	SFD	O	12/12/2018							1	1	1		No	
	25247007	2243 BASQUE DRIVE	Elissagaray Infill	18-3429	SFD	O	12/12/2018							1	1	1		No	
	23313001	145 W Highland Ave		18-3540	ADU	R	12/28/2018							1	1			No	
	23512010	243 E Third Street		18-0501	SFD	O	3/9/2018							1	1			No	Property is not currently zoned for residential uses. The City intends to City-initiate a rezoning of this property when feasible.

Tracy	
2018	(Jan. 1 - Dec. 31)

Project Identifier		Affordability by Household Incomes - Building Permits									
1		7							8	9	
Current APN	Street Address	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits Date Issued	# of Units Issued Building Permits	
Data Entry Below								7	1147		1154
23860025, 23860026	2565 Bridle Creek Ct							8	6/4/2018	8	
23860025, 23860026	2565 Bridle Creek Ct							86	6/4/2018	86	
23860025, 23860026	2565 Bridle Creek Ct							210	6/4/2018	210	
24439003	829 CHERRY BLOSSOM LANE							1	12/17/2018	1	
24439012	4060 CREPE MYRTLE LANE							1	12/17/2018	1	
24439007	3960 CREPE MYRTLE LANE							1	12/17/2018	1	
24439009	4000 CREPE MYRTLE LANE							1	12/17/2018	1	
24439001	849 CHERRY BLOSSOM LANE							1	12/17/2018	1	
24439019	701 CREPE MYRTLE COURT							1	12/17/2018	1	
24439016	761 CREPE MYRTLE COURT							1	12/17/2018	1	
24439020	820 CHERRY BLOSSOM LANE							1	12/17/2018	1	
24439021	830 CHERRY BLOSSOM LANE							1	12/17/2018	1	
24439011	4040 CREPE MYRTLE LANE							1	12/17/2018	1	
24439006	3940 CREPE MYRTLE LANE							1	12/17/2018	1	
24439015	722 CREPE MYRTLE COURT							1	12/17/2018	1	
24439004	819 CHERRY BLOSSOM LANE							1	12/17/2018	1	
24439018	721 CREPE MYRTLE COURT							1	12/17/2018	1	
24439023	850 CHERRY BLOSSOM LANE							1	12/17/2018	1	
24439010	4020 CREPE MYRTLE LANE							1	12/17/2018	1	
24439008	3980 CREPE MYRTLE LANE							1	12/17/2018	1	
24439017	741 CREPE MYRTLE COURT							1	12/17/2018	1	
24439022	840 CHERRY BLOSSOM LANE							1	12/17/2018	1	
24439014	702 CREPE MYRTLE COURT							1	12/17/2018	1	
24439005	809 CHERRY BLOSSOM LANE							1	12/17/2018	1	
24439002	839 CHERRY BLOSSOM LANE							1	12/17/2018	1	
24439013	4080 CREPE MYRTLE LANE							1	12/17/2018	1	
23516706	153 E Seventh Street							1	9/18/2018	1	
23506202	148 W Eighth St							1	9/28/2018	1	
23325036	37 W Emerson Ave							1	5/24/2018	1	

Tracy	
2018	(Jan. 1 - Dec. 31)

Project Identifier		Affordability by Household Incomes - Certificates of Occupancy								
1		10							11	12
Current APN	Street Address	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness
Data Entry Below							2	495		497
23860025, 23860026	2565 Bridle Creek Ct									
23860025, 23860026	2565 Bridle Creek Ct									
23860025, 23860026	2565 Bridle Creek Ct									
24439003	829 CHERRY BLOSSOM LANE									
24439012	4060 CREPE MYRTLE LANE									
24439007	3960 CREPE MYRTLE LANE									
24439009	4000 CREPE MYRTLE LANE									
24439001	849 CHERRY BLOSSOM LANE									
24439019	701 CREPE MYRTLE COURT									
24439016	761 CREPE MYRTLE COURT									
24439020	820 CHERRY BLOSSOM LANE									
24439021	830 CHERRY BLOSSOM LANE									
24439011	4040 CREPE MYRTLE LANE									
24439006	3940 CREPE MYRTLE LANE									
24439015	722 CREPE MYRTLE COURT									
24439004	819 CHERRY BLOSSOM LANE									
24439018	721 CREPE MYRTLE COURT									
24439023	850 CHERRY BLOSSOM LANE									
24439010	4020 CREPE MYRTLE LANE									
24439008	3980 CREPE MYRTLE LANE									
24439017	741 CREPE MYRTLE COURT									
24439022	840 CHERRY BLOSSOM LANE									
24439014	702 CREPE MYRTLE COURT									
24439005	809 CHERRY BLOSSOM LANE									
24439002	839 CHERRY BLOSSOM LANE									
24439013	4080 CREPE MYRTLE LANE									
23516706	153 E Seventh Street									
23506202	148 W Eighth St									
23325036	37 W Emerson Ave						1		12/10/2018	1

Tracy
2018 (Jan. 1 - Dec. 31)

Project Identifier		Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Notes	
1		13	14	15	16	17	18	19	20			21
Current APN	Street Address	How many of the units were Extremely Low Income?*	Was Project APPROVED using GC 65913.4(b)? (SB 35 Streamlining) Y/N	Infill Units? Y/N*	Assistance Programs for Each Development (see instructions)	Deed Restriction Type (see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units*	Demolished or Destroyed Units*	Demolished/Destroyed Units Owner or Renter*	Notes*
Data Entry Below												
23860025, 23860026	2565 Bridle Creek Ct		N									
23860025, 23860026	2565 Bridle Creek Ct		N									
23860025, 23860026	2565 Bridle Creek Ct		N									
24439003	829 CHERRY BLOSSOM LANE		N									
24439012	4060 CREPE MYRTLE LANE		N									
24439007	3960 CREPE MYRTLE LANE		N									
24439009	4000 CREPE MYRTLE LANE		N									
24439001	849 CHERRY BLOSSOM LANE		N									
24439019	701 CREPE MYRTLE COURT		N									
24439016	761 CREPE MYRTLE COURT		N									
24439020	820 CHERRY BLOSSOM LANE		N									
24439021	830 CHERRY BLOSSOM LANE		N									
24439011	4040 CREPE MYRTLE LANE		N									
24439006	3940 CREPE MYRTLE LANE		N									
24439015	722 CREPE MYRTLE COURT		N									
24439004	819 CHERRY BLOSSOM LANE		N									
24439018	721 CREPE MYRTLE COURT		N									
24439023	850 CHERRY BLOSSOM LANE		N									
24439010	4020 CREPE MYRTLE LANE		N									
24439008	3980 CREPE MYRTLE LANE		N									
24439017	741 CREPE MYRTLE COURT		N									
24439022	840 CHERRY BLOSSOM LANE		N									
24439014	702 CREPE MYRTLE COURT		N									
24439005	809 CHERRY BLOSSOM LANE		N									
24439002	839 CHERRY BLOSSOM LANE		N									
24439013	4080 CREPE MYRTLE LANE		N									
23516706	153 E Seventh Street		N				Compared rental rate provided by the project owner to the Housing Affordability Matrix on p. 35 in our Housing Element, factoring in California's rate of inflation per calendar year and determining household size as number of bedrooms plus 1 (e.g. 2 bedroom unit would be a 3 person household)					
23506202	148 W Eighth St		N				Found comps for similar sized homes for rent in the area, then compared the comps to the Housing Affordability Matrix on p. 35 in our Housing Element, factoring in California's rate of inflation per calendar year and determining household size as number of bedrooms plus 1					
23325036	37 W Emerson Ave		N				Compared rental rate provided by the project owner to the Housing Affordability Matrix on p. 35 in our Housing Element, factoring in California's rate of inflation per calendar year and determining household size as number of bedrooms plus 1					

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement								
1					2	3	4							5	6
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements
	24220019	667 Loureance Ct			ADU	O									
	24865008	347 Jason Ct			ADU	R									
	24028024	2322 Gretchen Elizabeth Ct			ADU	R									
	23845053	2814 Hawkins Ct			ADU	R									
	20927034	3600 W Grant Line Rd	Gateway Crossings phase 2		5+	R									
	20927035	3580 W Grant Line Rd	Gateway Crossings		5+	R									
	20927035	3579 W Grant Line Rd	Gateway Crossings		5+	R									
	20927035	3580 W Grant Line Rd	Gateway Crossings		5+	R									
	20927035	3580 W Grant Line Rd	Gateway Crossings		5+	R									
	23507077	47 W Third St	Diaz Duplex Units 1 & 2		SFA	R									
	25341015	7015 PASEO ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25341014	2573 GREGSON AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25341016	7025 PASEO ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25341017	7035 PASEO ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25341018	7045 PASEO ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25345048	7083 SACRAMENTO DRIVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25345047	7073 SACRAMENTO DR	Tracy Hills		SFD	O							1	9/25/2018	1
	25345046	7063 SACRAMENTO DR	Tracy Hills		SFD	O							1	9/25/2018	1
	25343022	2425 TERINDALE WAY	Tracy Hills		SFD	O							1	9/25/2018	1
	25345013	7004 SACRAMENTO DR	Tracy Hills		SFD	O							1	9/25/2018	1
	25343029	7153 TASSIE CT	Tracy Hills		SFD	O							1	9/25/2018	1
	25343030	7163 TASSIE CT	Tracy Hills		SFD	O							1	9/25/2018	1
	25343032	7183 TASSIE CT	Tracy Hills		SFD	O							1	9/25/2018	1
	25344044	6886 ANTON ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25341013	2563 GREGSON AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25344051	6748 VERBENA ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25344050	6758 VERBENA ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25344049	6768 VERBENA ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25344048	6778 VERBENA ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25344047	6788 VERBENA ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25344053	6739 CELADON LN	Tracy Hills		SFD	O							1	9/25/2018	1
	25344045	6808 VERBENA ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25344054	6749 CELADON LN	Tracy Hills		SFD	O							1	9/25/2018	1
	25344043	6876 ANTON ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25344042	6866 ANTON ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25344041	6856 ANTON ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25344040	6846 ANTON ST	Tracy Hills		SFD	O							1	9/25/2018	1

Project Identifier		Affordability by Household Incomes - Building Permits								
1		7							8	9
Current APN	Street Address	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits
24220019	667 Lourence Ct						1		4/19/2018	1
24865008	347 Jason Ct						1		4/4/2018	1
24028024	2322 Gretchen Elizabeth Ct						1		3/23/2018	1
23845053	2814 Hawkins Ct						1		3/12/2018	1
20927034	3600 W Grant Line Rd							210	7/23/2018	210
20927035	3580 W Grant Line Rd									
20927035	3579 W Grant Line Rd									
20927035	3580 W Grant Line Rd									
20927035	3580 W Grant Line Rd									
23507077	47 W Third St									
25341015	7015 PASEO ST							1	9/27/2018	1
25341014	2573 GREGSON AVE							1	9/27/2018	1
25341016	7025 PASEO ST							1	9/27/2018	1
25341017	7035 PASEO ST							1	9/27/2018	1
25341018	7045 PASEO ST							1	9/27/2018	1
25345048	7083 SACRAMENTO DRIVE							1	9/27/2018	1
25345047	7073 SACRAMENTO DR							1	9/27/2018	1
25345046	7063 SACRAMENTO DR							1	9/27/2018	1
25343022	2425 TERINDALE WAY							1	9/27/2018	1
25345013	7004 SACRAMENTO DR							1	9/27/2018	1
25343029	7153 TASSIE CT							1	9/27/2018	1
25343030	7163 TASSIE CT							1	9/27/2018	1
25343032	7183 TASSIE CT							1	9/27/2018	1
25344044	6886 ANTON ST							1	9/27/2018	1
25341013	2563 GREGSON AVE							1	9/27/2018	1
25344051	6748 VERBENA ST							1	9/27/2018	1
25344050	6758 VERBENA ST							1	9/27/2018	1
25344049	6768 VERBENA ST							1	9/27/2018	1
25344048	6778 VERBENA ST							1	9/27/2018	1
25344047	6788 VERBENA ST							1	9/27/2018	1
25344053	6739 CELADON LN							1	9/27/2018	1
25344045	6808 VERBENA ST							1	9/27/2018	1
25344054	6749 CELADON LN							1	9/27/2018	1
25344043	6876 ANTON ST							1	9/27/2018	1
25344042	6866 ANTON ST							1	9/27/2018	1
25344041	6856 ANTON ST							1	9/27/2018	1
25344040	6846 ANTON ST							1	9/27/2018	1

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement								
1					2	3	4							5	6
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements
	25344039	6836 ANTON ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25344038	6826 ANTON ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25344046	6798 VERBENA ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25344061	6839 CELADON LN	Tracy Hills		SFD	O							1	9/25/2018	1
	25341012	2553 GREGSON AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25341011	2543 GREGSON AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25341010	2533 GREGSON AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25341009	2523 GREGSON AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25341008	2513 GREGSON AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25341007	2503 GREGSON AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25344052	6738 VERBENA ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25344062	6849 CELADON LN	Tracy Hills		SFD	O							1	9/25/2018	1
	25344035	6796 ANTON ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25344060	6829 CELADON LN	Tracy Hills		SFD	O							1	9/25/2018	1
	25344059	6809 CELADON LN	Tracy Hills		SFD	O							1	9/25/2018	1
	25344058	6789 CELADON LN	Tracy Hills		SFD	O							1	9/25/2018	1
	25344057	6779 CELADON LN	Tracy Hills		SFD	O							1	9/25/2018	1
	25344056	6769 CELADON LN	Tracy Hills		SFD	O							1	9/25/2018	1
	25344055	6759 CELADON LN	Tracy Hills		SFD	O							1	9/25/2018	1
	25341006	2493 GREGSON AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25344010	6830 CELADON LN	Tracy Hills		SFD	O							1	9/25/2018	1
	25344018	6837 VERBENA ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25344017	6857 VERBENA ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25344016	6877 VERBENA ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25344015	6880 CELADON LN	Tracy Hills		SFD	O							1	9/25/2018	1
	25344014	6870 CELADON LN	Tracy Hills		SFD	O							1	9/25/2018	1
	25344013	6860 CELADON LN	Tracy Hills		SFD	O							1	9/25/2018	1
	25344037	6816 ANTON ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25344011	6840 CELADON LN	Tracy Hills		SFD	O							1	9/25/2018	1
	25344021	6807 VERBENA ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25344009	6820 CELADON LN	Tracy Hills		SFD	O							1	9/25/2018	1
	25344008	6810 CELADON LN	Tracy Hills		SFD	O							1	9/25/2018	1
	25344007	6800 CELADON LN	Tracy Hills		SFD	O							1	9/25/2018	1
	25344006	6790 CELADON LN	Tracy Hills		SFD	O							1	9/25/2018	1
	25344005	6780 CELADON LN	Tracy Hills		SFD	O							1	9/25/2018	1
	25344004	6770 CELADON LN	Tracy Hills		SFD	O							1	9/25/2018	1
	25344012	6850 CELADON LN	Tracy Hills		SFD	O							1	9/25/2018	1
	25344028	6737 VERBENA ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25344034	6786 ANTON ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25341019	7055 PASEO ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25344033	6776 ANTON ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25345015	6984 SACRAMENTO DR	Tracy Hills		SFD	O							1	9/25/2018	1
	25344032	6766 ANTON ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25344031	6756 ANTON ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25344019	6827 VERBENA ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25344029	6736 ANTON ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25344020	6817 VERBENA ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25344027	6747 VERBENA ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25344026	6757 VERBENA ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25344025	6767 VERBENA ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25344024	6777 VERBENA ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25344023	6787 VERBENA ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25344022	6797 VERBENA ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25344036	6806 ANTON ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25344030	6746 ANTON ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25339062	2340 IVERSTONE ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25347026	2355 SACRAMENTO DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1
	25343015	6988 PALMER ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25343014	6998 PALMER ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25343013	7008 PALMER ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25343012	7018 PALMER ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25343011	7028 PALMER ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25343010	7038 PALMER ST	Tracy Hills		SFD	O							1	9/25/2018	1

Project Identifier		Affordability by Household Incomes - Building Permits								
1		7							8	9
Current APN	Street Address	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits Date Issued	# of Units Issued Building Permits
25344039	6836 ANTON ST							1	9/27/2018	1
25344038	6826 ANTON ST							1	9/27/2018	1
25344046	6798 VERBENA ST							1	9/27/2018	1
25344061	6839 CELADON LN							1	9/27/2018	1
25341012	2553 GREGSON AVE							1	9/27/2018	1
25341011	2543 GREGSON AVE							1	9/27/2018	1
25341010	2533 GREGSON AVE							1	9/27/2018	1
25341009	2523 GREGSON AVE							1	9/27/2018	1
25341008	2513 GREGSON AVE							1	9/27/2018	1
25341007	2503 GREGSON AVE							1	9/27/2018	1
25344052	6738 VERBENA ST							1	9/27/2018	1
25344062	6849 CELADON LN							1	9/27/2018	1
25344035	6796 ANTON ST							1	9/27/2018	1
25344060	6829 CELADON LN							1	9/27/2018	1
25344059	6809 CELADON LN							1	9/27/2018	1
25344058	6789 CELADON							1	9/27/2018	1
25344057	6779 CELADON LN							1	9/27/2018	1
25344056	6769 CELADON LN							1	9/27/2018	1
25344055	6759 CELADON LN							1	9/27/2018	1
25341006	2493 GREGSON AVE							1	9/27/2018	1
25344010	6830 CELADON LN							1	9/27/2018	1
25344018	6837 VERBENA ST							1	9/27/2018	1
25344017	6857 VERBENA ST							1	9/27/2018	1
25344016	6877 VERBENA ST							1	9/27/2018	1
25344015	6880 CELADON LN							1	9/27/2018	1
25344014	6870 CELADON LN							1	9/27/2018	1
25344013	6860 CELADON LN							1	9/27/2018	1
25344037	6816 ANTON ST							1	9/27/2018	1
25344011	6840 CELADON LN							1	9/27/2018	1
25344021	6807 VERBENA ST							1	9/27/2018	1
25344009	6820 CELADON LN							1	9/27/2018	1
25344008	6810 CELADON LN							1	9/27/2018	1
25344007	6800 CELADON LN							1	9/27/2018	1
25344006	6790 CELADON LN							1	9/27/2018	1
25344005	6780 CELADON LN							1	9/27/2018	1
25344004	6770 CELADON LN							1	9/27/2018	1
25344012	6850 CELADON LN							1	9/27/2018	1
25344028	6737 VERBENA ST							1	9/27/2018	1
25344034	6786 ANTON ST							1	9/27/2018	1
25341019	7055 PASEO ST							1	9/27/2018	1
25344033	6776 ANTON ST							1	9/27/2018	1
25345015	6984 SACRAMENTO DR							1	9/27/2018	1
25344032	6766 ANTON ST							1	9/27/2018	1
25344031	6756 ANTON ST							1	9/27/2018	1
25344019	6827 VERBENA ST							1	9/27/2018	1
25344029	6736 ANTON ST							1	9/27/2018	1
25344020	6817 VERBENA ST							1	9/27/2018	1
25344027	6747 VERBENA ST							1	9/27/2018	1
25344026	6757 VERBENA ST							1	9/27/2018	1
25344025	6767 VERBENA ST							1	9/27/2018	1
25344024	6777 VERBENA ST							1	9/27/2018	1
25344023	6787 VERBENA ST							1	9/27/2018	1
25344022	6797 VERBENA ST							1	9/27/2018	1
25344036	6806 ANTON ST							1	9/27/2018	1
25344030	6746 ANTON ST							1	9/27/2018	1
25339062	2340 IVERSTONE ST							1	9/27/2018	1
25347026	2355 SACRAMENTO DRIVE							1	9/27/2018	1
25343015	6988 PALMER ST							1	9/27/2018	1
25343014	6998 PALMER ST							1	9/27/2018	1
25343013	7008 PALMER ST							1	9/27/2018	1
25343012	7018 PALMER ST							1	9/27/2018	1
25343011	7028 PALMER ST							1	9/27/2018	1
25343010	7038 PALMER ST							1	9/27/2018	1

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement									
1					2	3	4								5	6
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements	
	25343005	2361 IVERSTONE ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25343008	7058 PALMER ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339055	7062 DAPHNE ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25347025	6841 CORIANDER STREET	Tracy Hills		SFD	O							1	7/31/2018	1	
	25347024	6851 CORIANDER STREET	Tracy Hills		SFD	O							1	7/31/2018	1	
	25347023	6861 CORIANDER STREET	Tracy Hills		SFD	O							1	7/31/2018	1	
	25347022	2305 FARGO COURT	Tracy Hills		SFD	O							1	7/31/2018	1	
	25347021	2315 FARGO COURT	Tracy Hills		SFD	O							1	7/31/2018	1	
	25347020	2325 FARGO COURT	Tracy Hills		SFD	O							1	7/31/2018	1	
	25343009	7048 PALMER ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25347007	6861 SPANNER COURT	Tracy Hills		SFD	O							1	7/31/2018	1	
	25339057	7082 DAPHNE ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339039	7040 PROVINCIAL ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339038	7030 PROVINCIAL	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339037	7020 PROVINCIAL ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339036	7010 PROVINCIAL ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339041	7060 PROVINCIAL ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339033	6980 PROVINCIAL ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339042	7070 PROVINCIAL ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25347006	6871 SPANNER STREET	Tracy Hills		SFD	O							1	7/31/2018	1	
	25347005	6881 SPANNER STREET	Tracy Hills		SFD	O							1	7/31/2018	1	
	25347004	6891 SPANNER STREET	Tracy Hills		SFD	O							1	7/31/2018	1	
	25347003	6901 SPANNER STREET	Tracy Hills		SFD	O							1	7/31/2018	1	
	25347002	6911 SPANNER STREET	Tracy Hills		SFD	O							1	9/25/2018	1	
	25344002	6750 CELADON LN	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339034	6990 PROVINCIAL ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339049	6999 PROVINCIAL ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339054	7052 DAPHNE ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339053	7042 DAPHNE ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339052	7032 DAPHNE ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25347016	6842 SPANNER COURT	Tracy Hills		SFD	O							1	7/31/2018	1	
	25347009	6841 SPANNER COURT	Tracy Hills		SFD	O							1	7/31/2018	1	
	25347008	6851 SPANNER COURT	Tracy Hills		SFD	O							1	7/31/2018	1	
	25339040	7050 PROVINCIAL ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339050	6989 PROVINCIAL ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25343018	6957 PALMER ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339048	7009 PROVINCIAL ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339047	7019 PROVINCIAL ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339046	7029 PROVINCIAL ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339045	7039 PROVINCIAL ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339044	7049 PROVINCIAL ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339043	7059 PROVINCIAL ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339051	6979 PROVINCIAL ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25340015	6727 VERBANA ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25343016	6978 PALMER ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25340024	6630 SILVERLEAF CT	Tracy Hills		SFD	O							1	9/25/2018	1	
	25340021	6667 VERBANA ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25340020	6677 VERBANA ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25340019	6687 VERBANA ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25340018	6697 VERBANA ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25340026	6650 SILVERLEAF CT	Tracy Hills		SFD	O							1	9/25/2018	1	
	25340016	6717 VERBANA ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25340027	6660 SILVERLEAF CT	Tracy Hills		SFD	O							1	9/25/2018	1	
	25340014	6726 ANTON ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25340013	6716 ANTON ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25340012	6706 ANTON ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25340011	6696 ANTON ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25340010	6686 ANTON ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25348032	2243 DAVIE PLACE	Tracy Hills		SFD	O							1	7/31/2018	1	
	25340017	6707 VERBANA ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25340034	6699 SILVERLEAF CT	Tracy Hills		SFD	O							1	9/25/2018	1	
	25344001	6740 CELADON LN	Tracy Hills		SFD	O							1	9/25/2018	1	
	25340041	2515 ELDERBERRY AVE	Tracy Hills		SFD	O							1	9/25/2018	1	
	25340040	2525 ELDERBERRY AVE	Tracy Hills		SFD	O							1	9/25/2018	1	

Project Identifier		Affordability by Household Incomes - Building Permits								
1		7							8	9
Current APN	Street Address	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits Date Issued	# of Units Issued Building Permits
25343005	2361 IVERSTONE ST							1	9/27/2018	1
25343008	7058 PALMER ST							1	9/27/2018	1
25339055	7062 DAPHNE ST							1	9/27/2018	1
25347025	6841 CORIANDER STREET							1	9/27/2018	1
25347024	6851 CORIANDER STREET							1	9/27/2018	1
25347023	6861 CORIANDER STREET							1	9/27/2018	1
25347022	2305 FARGO COURT							1	9/27/2018	1
25347021	2315 FARGO COURT							1	9/27/2018	1
25347020	2325 FARGO COURT							1	9/27/2018	1
25343009	7048 PALMER ST							1	9/27/2018	1
25347007	6861 SPANNER COURT							1	9/27/2018	1
25339057	7082 DAPHNE ST							1	9/27/2018	1
25339039	7040 PROVINCIAL ST							1	9/27/2018	1
25339038	7030 PROVINCIAL							1	9/27/2018	1
25339037	7020 PROVINCIAL ST							1	9/27/2018	1
25339036	7010 PROVINCIAL ST							1	9/27/2018	1
25339041	7060 PROVINCIAL ST							1	9/27/2018	1
25339033	6980 PROVINCIAL ST							1	9/27/2018	1
25339042	7070 PROVINCIAL ST							1	9/27/2018	1
25347006	6871 SPANNER STREET							1	9/27/2018	1
25347005	6881 SPANNER STREET							1	9/27/2018	1
25347004	6891 SPANNER STREET							1	9/27/2018	1
25347003	6901 SPANNER STREET							1	9/27/2018	1
25347002	6911 SPANNER STREET							1	9/27/2018	1
25344002	6750 CELADON LN							1	9/27/2018	1
25339034	6990 PROVINCIAL ST							1	9/27/2018	1
25339049	6999 PROVINCIAL ST							1	9/27/2018	1
25339054	7052 DAPHNE ST							1	9/27/2018	1
25339053	7042 DAPHNE ST							1	9/27/2018	1
25339052	7032 DAPHNE ST							1	9/27/2018	1
25347016	6842 SPANNER COURT							1	9/27/2018	1
25347009	6841 SPANNER COURT							1	9/27/2018	1
25347008	6851 SPANNER COURT							1	9/27/2018	1
25339040	7050 PROVINCIAL ST							1	9/27/2018	1
25339050	6989 PROVINCIAL ST							1	9/27/2018	1
25343018	6957 PALMER ST							1	9/27/2018	1
25339048	7009 PROVINCIAL ST							1	9/27/2018	1
25339047	7019 PROVINCIAL ST							1	9/27/2018	1
25339046	7029 PROVINCIAL ST							1	9/27/2018	1
25339045	7039 PROVINCIAL ST							1	9/27/2018	1
25339044	7049 PROVINCIAL ST							1	9/27/2018	1
25339043	7059 PROVINCIAL ST							1	9/27/2018	1
25339051	6979 PROVINCIAL ST							1	9/27/2018	1
25340015	6727 VERBANA ST							1	9/27/2018	1
25343016	6978 PALMER ST							1	9/27/2018	1
25340024	6630 SILVERLEAF CT							1	9/27/2018	1
25340021	6667 VERBANA ST							1	9/27/2018	1
25340020	6677 VERBANA ST							1	9/27/2018	1
25340019	6687 VERBANA ST							1	9/27/2018	1
25340018	6697 VERBANA ST							1	9/27/2018	1
25340026	6650 SILVERLEAF CT							1	9/27/2018	1
25340016	6717 VERBANA ST							1	9/27/2018	1
25340027	6660 SILVERLEAF CT							1	9/27/2018	1
25340014	6726 ANTON ST							1	9/27/2018	1
25340013	6716 ANTON ST							1	9/27/2018	1
25340012	6706 ANTON ST							1	9/27/2018	1
25340011	6696 ANTON ST							1	9/27/2018	1
25340010	6686 ANTON ST							1	9/27/2018	1
25348032	2243 DAVIE PLACE							1	9/27/2018	1
25340017	6707 VERBANA ST							1	9/27/2018	1
25340034	6699 SILVERLEAF CT							1	9/27/2018	1
25344001	6740 CELADON LN							1	9/27/2018	1
25340041	2515 ELDERBERRY AVE							1	9/27/2018	1
25340040	2525 ELDERBERRY AVE							1	9/27/2018	1

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement									
1					2	3	4								5	6
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements	
	25340039	2535 ELDERBERRY AVE	Tracy Hills		SFD	O							1	9/25/2018	1	
	25340038	2545 ELDERBERRY AVE	Tracy Hills		SFD	O							1	9/25/2018	1	
	25340037	2555 ELDERBERRY AVE	Tracy Hills		SFD	O							1	9/25/2018	1	
	25340025	6640 SILVERLEAF CT	Tracy Hills		SFD	O							1	9/25/2018	1	
	25340035	6709 SILVERLEAF CT	Tracy Hills		SFD	O							1	9/25/2018	1	
	25348048	2312 ELLERBY PLACE	Tracy Hills		SFD	O							1	7/31/2018	1	
	25340033	6689 SILVERLEAF CT	Tracy Hills		SFD	O							1	9/25/2018	1	
	25340032	6710 SILVERLEAF CT	Tracy Hills		SFD	O							1	9/25/2018	1	
	25340031	6700 SILVERLEAF CT	Tracy Hills		SFD	O							1	9/25/2018	1	
	25340030	6690 SILVERLEAF CT	Tracy Hills		SFD	O							1	9/25/2018	1	
	25340029	6680 SILVERLEAF CT	Tracy Hills		SFD	O							1	9/25/2018	1	
	25340028	6670 SILVERLEAF CT	Tracy Hills		SFD	O							1	9/25/2018	1	
	25340036	2565 ELDERBERRY AVE	Tracy Hills		SFD	O							1	9/25/2018	1	
	25348003	2313 ELLERBY PLACE	Tracy Hills		SFD	O							1	7/31/2018	1	
	25348009	6951 PICKERING STREET	Tracy Hills		SFD	O							1	7/31/2018	1	
	25343041	2414 TERINDALE WY	Tracy Hills		SFD	O							1	9/25/2018	1	
	25348008	6952 PICKERING STREET	Tracy Hills		SFD	O							1	7/31/2018	1	
	25343040	2424 TERINDALE WY	Tracy Hills		SFD	O							1	9/25/2018	1	
	25348007	6962 PICKERING STREET	Tracy Hills		SFD	O							1	7/31/2018	1	
	25348006	6972 PICKERING STREET	Tracy Hills		SFD	O							1	7/31/2018	1	
	25348031	2233 DAVIE PLACE	Tracy Hills		SFD	O							1	7/31/2018	1	
	25348004	2323 ELLERBY PLACE	Tracy Hills		SFD	O							1	7/31/2018	1	
	25343049	2422 FELDSPAR LN	Tracy Hills		SFD	O							1	9/25/2018	1	
	25348002	2314 SACRAMENTO DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1	
	25348001	2324 SACRAMENTO DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1	
	25343021	6987 PALMER ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25343020	6977 PALMER ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25343019	6967 PALMER ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339030	7001 DAPHNE ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25348005	6982 PICKERING STREET	Tracy Hills		SFD	O							1	7/31/2018	1	
	25348039	2215 TRACKER PLACE	Tracy Hills		SFD	O							1	7/31/2018	1	
	25343017	6947 PALMER ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25348047	2322 ELLERBY PLACE	Tracy Hills		SFD	O							1	7/31/2018	1	
	25341004	7020 CARRERA PLACE	Tracy Hills		SFD	O							1	9/25/2018	1	
	25348045	2342 ELLERBY PLACE	Tracy Hills		SFD	O							1	7/31/2018	1	
	25348043	2255 TRACKER PLACE	Tracy Hills		SFD	O							1	7/31/2018	1	
	25348042	2245 TRACKER PLACE	Tracy Hills		SFD	O							1	7/31/2018	1	
	25343042	2413 FELDSPAR LN	Tracy Hills		SFD	O							1	9/25/2018	1	
	25348040	2225 TRACKER PLACE	Tracy Hills		SFD	O							1	7/31/2018	1	
	25343043	2423 FELDSPAR LN	Tracy Hills		SFD	O							1	9/25/2018	1	
	25343052	7077 PALMER ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25343051	7067 PALMER ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25343050	7057 PALMER ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25348012	6981 PICKERING STREET	Tracy Hills		SFD	O							1	7/31/2018	1	
	25348011	6971 PICKERING STREET	Tracy Hills		SFD	O							1	7/31/2018	1	
	25348010	6961 PICKERING STREET	Tracy Hills		SFD	O							1	7/31/2018	1	
	25348030	2223 DAVIE PLACE	Tracy Hills		SFD	O							1	7/31/2018	1	
	25348041	2235 TRACKER PLACE	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339032	6981 DAPHNE ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339001	7233 SACRAMENTO DR	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339012	2357 OSTERA ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339011	2367 OSTERA ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339010	2377 OSTERA ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339009	2387 OSTERA ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339004	7203 SACRAMENTO DR	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339014	2337 OSTERA ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339002	7223 SACRAMENTO DR	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339015	2327 OSTERA ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339003	7213 SACRAMENTO DR	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339021	7002 DAPHNE ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339029	7011 DAPHNE ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339028	7021 DAPHNE ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339027	7031 DAPHNE ST	Tracy Hills		SFD	O							1	9/25/2018	1	
	25339026	7041 DAPHNE ST	Tracy Hills		SFD	O							1	9/25/2018	1	

Project Identifier		Affordability by Household Incomes - Building Permits								
1		7							8	9
Current APN	Street Address	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits Date Issued	# of Units Issued Building Permits
25340039	2535 ELDERBERRY AVE							1	9/27/2018	1
25340038	2545 ELDERBERRY AVE							1	9/27/2018	1
25340037	2555 ELDERBERRY AVE							1	9/27/2018	1
25340025	6640 SILVERLEAF CT							1	9/27/2018	1
25340035	6709 SILVERLEAF CT							1	9/27/2018	1
25348048	2312 ELLERBY PLACE							1	9/27/2018	1
25340033	6689 SILVERLEAF CT							1	9/27/2018	1
25340032	6710 SILVERLEAF CT							1	9/27/2018	1
25340031	6700 SILVERLEAF CT							1	9/27/2018	1
25340030	6690 SILVERLEAF CT							1	9/27/2018	1
25340029	6680 SILVERLEAF CT							1	9/27/2018	1
25340028	6670 SILVERLEAF CT							1	9/27/2018	1
25340036	2565 ELDERBERRY AVE							1	9/27/2018	1
25348003	2313 ELLERBY PLACE							1	9/27/2018	1
25348009	6951 PICKERING STREET							1	9/27/2018	1
25343041	2414 TERINDALE WY							1	9/27/2018	1
25348008	6952 PICKERING STREET							1	9/27/2018	1
25343040	2424 TERINDALE WY							1	9/27/2018	1
25348007	6962 PICKERING STREET							1	9/27/2018	1
25348006	6972 PICKERING STREET							1	9/27/2018	1
25348031	2233 DAVIE PLACE							1	9/27/2018	1
25348004	2323 ELLERBY PLACE							1	9/27/2018	1
25343049	2422 FELDSPAR LN							1	9/27/2018	1
25348002	2314 SACRAMENTO DRIVE							1	9/27/2018	1
25348001	2324 SACRAMENTO DRIVE							1	9/27/2018	1
25343021	6987 PALMER ST							1	9/27/2018	1
25343020	6977 PALMER ST							1	9/27/2018	1
25343019	6967 PALMER ST							1	9/27/2018	1
25339030	7001 DAPHNE ST							1	9/27/2018	1
25348005	6982 PICKERING STREET							1	9/27/2018	1
25348039	2215 TRACKER PLACE							1	9/27/2018	1
25343017	6947 PALMER ST							1	9/27/2018	1
25348047	2322 ELLERBY PLACE							1	9/27/2018	1
25341004	7020 CARRERA PLACE							1	9/27/2018	1
25348045	2342 ELLERBY PLACE							1	9/27/2018	1
25348043	2255 TRACKER PLACE							1	9/27/2018	1
25348042	2245 TRACKER PLACE							1	9/27/2018	1
25343042	2413 FELDSPAR LN							1	9/27/2018	1
25348040	2225 TRACKER PLACE							1	9/27/2018	1
25343043	2423 FELDSPAR LN							1	9/27/2018	1
25343052	7077 PALMER ST							1	9/27/2018	1
25343051	7067 PALMER ST							1	9/27/2018	1
25343050	7057 PALMER ST							1	9/27/2018	1
25348012	6981 PICKERING STREET							1	9/27/2018	1
25348011	6971 PICKERING STREET							1	9/27/2018	1
25348010	6961 PICKERING STREET							1	9/27/2018	1
25348030	2223 DAVIE PLACE							1	9/27/2018	1
25348041	2235 TRACKER PLACE							1	9/27/2018	1
25339032	6981 DAPHNE ST							1	9/27/2018	1
25339001	7233 SACRAMENTO DR							1	9/27/2018	1
25339012	2357 OSTERA ST							1	9/27/2018	1
25339011	2367 OSTERA ST							1	9/27/2018	1
25339010	2377 OSTERA ST							1	9/27/2018	1
25339009	2387 OSTERA ST							1	9/27/2018	1
25339004	7203 SACRAMENTO DR							1	9/27/2018	1
25339014	2337 OSTERA ST							1	9/27/2018	1
25339002	7223 SACRAMENTO DR							1	9/27/2018	1
25339015	2327 OSTERA ST							1	9/27/2018	1
25339003	7213 SACRAMENTO DR							1	9/27/2018	1
25339021	7002 DAPHNE ST							1	9/27/2018	1
25339029	7011 DAPHNE ST							1	9/27/2018	1
25339028	7021 DAPHNE ST							1	9/27/2018	1
25339027	7031 DAPHNE ST							1	9/27/2018	1
25339026	7041 DAPHNE ST							1	9/27/2018	1

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement								
1					2	3	4							5	6
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements
	25339025	7051 DAPHNE ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25339024	7061 DAPHNE ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25338011	2347 OSTERA ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25339022	7012 DAPHNE ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25339020	6992 DAPHNE ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25339019	6982 DAPHNE ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25339018	6972 DAPHNE ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25347001	6921 SPANNER STREET	Tracy Hills		SFD	O							1	7/31/2018	1
	25339017	2307 OSTERA ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25339016	2317 OSTERA ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25339023	7071 DAPHNE ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25348046	2332 ELLERBY PLACE	Tracy Hills		SFD	O							1	7/31/2018	1
	25345018	6995 PASEO ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25345044	7043 SACRAMENTO DR	Tracy Hills		SFD	O							1	9/25/2018	1
	25345025	2534 LUNA AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25345024	2544 LUNA AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25345023	2554 LUNA AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25345022	2564 LUNA AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25345021	2574 LUNA AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25345027	2514 LUNA AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25345019	6985 PASEO ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25345028	2504 LUNA AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25345017	7005 PASEO ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25345016	6974 SACRAMENTO DR	Tracy Hills		SFD	O							1	9/25/2018	1
	25348044	2352 ELLERBY PLACE	Tracy Hills		SFD	O							1	7/31/2018	1
	25345014	6994 SACRAMENTO DR	Tracy Hills		SFD	O							1	9/25/2018	1
	25344003	6760 CELADON LN	Tracy Hills		SFD	O							1	9/25/2018	1
	25345012	7014 SACRAMENTO DR	Tracy Hills		SFD	O							1	9/25/2018	1
	25345020	6975 PASEO ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25345035	2615 LUNA AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25341020	2572 GREGSON AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25345042	7023 SACRAMENTO DR	Tracy Hills		SFD	O							1	9/25/2018	1
	25345041	7013 SACRAMENTO DR	Tracy Hills		SFD	O							1	9/25/2018	1
	25345040	7003 SACRAMENTO DR	Tracy Hills		SFD	O							1	9/25/2018	1
	25345039	6993 SACRAMENTO DR	Tracy Hills		SFD	O							1	9/25/2018	1
	25345038	6983 SACRAMENTO DR	Tracy Hills		SFD	O							1	9/25/2018	1
	25345026	2524 LUNA AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25345036	2625 LUNA AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25345009	7044 SACRAMENTO DR	Tracy Hills		SFD	O							1	9/25/2018	1
	25345034	2605 LUNA AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25345033	2595 LUNA AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25345032	2585 LUNA AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25345031	2474 LUNA AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25345030	2484 LUNA AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25345029	2494 LUNA AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25345037	6973 SACRAMENTO DR	Tracy Hills		SFD	O							1	9/25/2018	1
	25341027	2502 GREGSON AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25341037	2590 ARTESIAN AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25341036	2600 ARTESIAN AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25341035	2571 ARTESIAN AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25341034	2561 ARTESIAN AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25341031	2531 ARTESIAN AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25341030	2521 ARTESIAN AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25345011	7024 SACRAMENTO DR	Tracy Hills		SFD	O							1	9/25/2018	1
	25341028	2501 ARTESIAN AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25341040	2560 ARTESIAN AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25341026	2512 GREGSON AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25341025	2522 GREGSON AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25341024	2532 GREGSON AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25341023	2542 GREGSON AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25341022	2552 GREGSON AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25341021	2562 GREGSON AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25341029	2511 ARTESIAN AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25345001	7134 SACRAMENTO DR	Tracy Hills		SFD	O							1	9/25/2018	1

Project Identifier		Affordability by Household Incomes - Building Permits								
1		7							8	9
Current APN	Street Address	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits Date Issued	# of Units Issued Building Permits
25339025	7051 DAPHNE ST							1	9/27/2018	1
25339024	7061 DAPHNE ST							1	9/27/2018	1
25338011	2347 OSTERA ST							1	9/27/2018	1
25339022	7012 DAPHNE ST							1	9/27/2018	1
25339020	6992 DAPHNE ST							1	9/27/2018	1
25339019	6982 DAPHNE ST							1	9/27/2018	1
25339018	6972 DAPHNE ST							1	9/27/2018	1
25347001	6921 SPANNER STREET							1	9/27/2018	1
25339017	2307 OSTERA ST							1	9/27/2018	1
25339016	2317 OSTERA ST							1	9/27/2018	1
25339023	7071 DAPHNE ST							1	9/27/2018	1
25348046	2332 ELLERBY PLACE							1	9/27/2018	1
25345018	6995 PASEO ST							1	9/27/2018	1
25345044	7043 SACRAMENTO DR							1	9/27/2018	1
25345025	2534 LUNA AVE							1	9/27/2018	1
25345024	2544 LUNA AVE							1	9/27/2018	1
25345023	2554 LUNA AVE							1	9/27/2018	1
25345022	2564 LUNA AVE							1	9/27/2018	1
25345021	2574 LUNA AVE							1	9/27/2018	1
25345027	2514 LUNA AVE							1	9/27/2018	1
25345019	6985 PASEO ST							1	9/27/2018	1
25345028	2504 LUNA AVE							1	9/27/2018	1
25345017	7005 PASEO ST							1	9/27/2018	1
25345016	6974 SACRAMENTO DR							1	9/27/2018	1
25348044	2352 ELLERBY PLACE							1	9/27/2018	1
25345014	6994 SACRAMENTO DR							1	9/27/2018	1
25344003	6760 CELADON LN							1	9/27/2018	1
25345012	7014 SACRAMENTO DR							1	9/27/2018	1
25345020	6975 PASEO ST							1	9/27/2018	1
25345035	2615 LUNA AVE							1	9/27/2018	1
25341020	2572 GREGSON AVE							1	9/27/2018	1
25345042	7023 SACRAMENTO DR							1	9/27/2018	1
25345041	7013 SACRAMENTO DR							1	9/27/2018	1
25345040	7003 SACRAMENTO DR							1	9/27/2018	1
25345039	6993 SACRAMENTO DR							1	9/27/2018	1
25345038	6983 SACRAMENTO DR							1	9/27/2018	1
25345026	2524 LUNA AVE							1	9/27/2018	1
25345036	2625 LUNA AVE							1	9/27/2018	1
25345009	7044 SACRAMENTO DR							1	9/27/2018	1
25345034	2605 LUNA AVE							1	9/27/2018	1
25345033	2595 LUNA AVE							1	9/27/2018	1
25345032	2585 LUNA AVE							1	9/27/2018	1
25345031	2474 LUNA AVE							1	9/27/2018	1
25345030	2484 LUNA AVE							1	9/27/2018	1
25345029	2494 LUNA AVE							1	9/27/2018	1
25345037	6973 SACRAMENTO DR							1	9/27/2018	1
25341027	2502 GREGSON AVE							1	9/27/2018	1
25341037	2590 ARTESIAN AVE							1	9/27/2018	1
25341036	2600 ARTESIAN AVE							1	9/27/2018	1
25341035	2571 ARTESIAN AVE							1	9/27/2018	1
25341034	2561 ARTESIAN AVE							1	9/27/2018	1
25341031	2531 ARTESIAN AVE							1	9/27/2018	1
25341030	2521 ARTESIAN AVE							1	9/27/2018	1
25345011	7024 SACRAMENTO DR							1	9/27/2018	1
25341028	2501 ARTESIAN AVE							1	9/27/2018	1
25341040	2560 ARTESIAN AVE							1	9/27/2018	1
25341026	2512 GREGSON AVE							1	9/27/2018	1
25341025	2522 GREGSON AVE							1	9/27/2018	1
25341024	2532 GREGSON AVE							1	9/27/2018	1
25341023	2542 GREGSON AVE							1	9/27/2018	1
25341022	2552 GREGSON AVE							1	9/27/2018	1
25341021	2562 GREGSON AVE							1	9/27/2018	1
25341029	2511 ARTESIAN AVE							1	9/27/2018	1
25345001	7134 SACRAMENTO DR							1	9/27/2018	1

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement								
1					2	3	4							5	6
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements
	25345045	7053 SACRAMENTO DR	Tracy Hills		SFD	O							1	9/25/2018	1
	25345008	7054 SACRAMENTO DR	Tracy Hills		SFD	O							1	9/25/2018	1
	25345007	7074 SACRAMENTO DR	Tracy Hills		SFD	O							1	9/25/2018	1
	25345006	7084 SACRAMENTO DR	Tracy Hills		SFD	O							1	9/25/2018	1
	25345005	7094 SACRAMENTO DR	Tracy Hills		SFD	O							1	9/25/2018	1
	25345004	7104 SACRAMENTO DR	Tracy Hills		SFD	O							1	9/25/2018	1
	25341038	2580 ARTESIAN AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25345002	7124 SACRAMENTO DR	Tracy Hills		SFD	O							1	9/25/2018	1
	25341039	2570 ARTESIAN AVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25341056	7144 SACRAMENTO DR	Tracy Hills		SFD	O							1	9/25/2018	1
	25341055	7154 SACRAMENTO DR	Tracy Hills		SFD	O							1	9/25/2018	1
	25341053	7137 OCASA PL	Tracy Hills		SFD	O							1	9/25/2018	1
	25341052	7127 OCASA PL	Tracy Hills		SFD	O							1	9/25/2018	1
	25341051	7117 OCASA PL	Tracy Hills		SFD	O							1	9/25/2018	1
	25341050	7107 OCASA PL	Tracy Hills		SFD	O							1	9/25/2018	1
	25345010	7034 SACRAMENTO DR	Tracy Hills		SFD	O							1	9/25/2018	1
	25345003	7114 SACRAMENTO DR	Tracy Hills		SFD	O							1	9/25/2018	1
	25345043	7033 SACRAMENTO DR	Tracy Hills		SFD	O							1	9/25/2018	1
	25341003	7030 CARRERA PLACE	Tracy Hills		SFD	O							1	9/25/2018	1
	25341002	7040 CARRERA PLACE	Tracy Hills		SFD	O							1	9/25/2018	1
	25341001	7050 CARRERA PLACE	Tracy Hills		SFD	O							1	9/25/2018	1
	25343031	7173 TASSIE CT	Tracy Hills		SFD	O							1	9/25/2018	1
	25343028	7154 TASSIE CT	Tracy Hills		SFD	O							1	9/25/2018	1
	25343027	7164 TASSIE CT	Tracy Hills		SFD	O							1	9/25/2018	1
	25343026	7174 TASSIE CT	Tracy Hills		SFD	O							1	9/25/2018	1
	25343025	7184 TASSIE CT	Tracy Hills		SFD	O							1	9/25/2018	1
	25343024	2445 TERINDALE WAY	Tracy Hills		SFD	O							1	9/25/2018	1
	25343023	2435 TERINDALE WAY	Tracy Hills		SFD	O							1	9/25/2018	1
	24067008	253 MICHAEL COX LANE	Southgate	16-3221	SFD	O									
	24067026	312 MICHAEL COX LANE	Southgate	16-3176	SFD	O									
	24067025	332 MICHAEL COX LANE	Southgate	16-3177	SFD	O									
	24067024	352 MICHAEL COX LANE	Southgate	16-3178	SFD	O									
	24067023	372 MICHAEL COX LANE	Southgate	16-3180	SFD	O									
	24067014	353 MICHAEL COX LANE	Southgate	16-3185	SFD	O									
	24067015	333 MICHAEL COX LANE	Southgate	16-3186	SFD	O									
	24067007	263 MICHAEL COX LANE	Southgate	16-3219	SFD	O									
	24067016	313 MICHAEL COX LANE	Southgate	16-3187	SFD	O									
	24067036	2530 DAVID WAITE DRIVE	Southgate	16-3305	SFD	O									
	25247047	1101 DOMINIQUE DRIVE	Elissagaray Infill	18-1863	SFD	O									
	25247046	1111 DOMINIQUE DRIVE	Elissagaray Infill	18-1862	SFD	O									
	25247045	1121 DOMINIQUE DRIVE	Elissagaray Infill	18-1861	SFD	O									
	24829053	2861 PEBBLEBROOKE COURT	Pebblebrook	18-1677	SFD	O									
	25347015	6832 SPANNER COURT	Tracy Hills	18-2222	SFD	O							1	7/31/2018	1
	25347014	6822 SPANNER COURT	Tracy Hills	18-2221	SFD	O							1	7/31/2018	1
	25347013	6812 SPANNER COURT	Tracy Hills	18-2220	SFD	O							1	7/31/2018	1
	25347012	6811 SPANNER COURT	Tracy Hills	18-2219	SFD	O							1	7/31/2018	1
	25347011	6821 SPANNER COURT	Tracy Hills	18-2218	SFD	O							1	7/31/2018	1
	25347010	6831 SPANNER COURT	Tracy Hills	18-2217	SFD	O							1	7/31/2018	1
	25339060	2320 IVERSTONE ST	Tracy Hills	18-2235	SFD	O							1	9/25/2018	1
	25339056	7072 DAPHNE ST	Tracy Hills	18-2228	SFD	O							1	9/25/2018	1
	25343004	2390 IVERSTONE ST	Tracy Hills	18-2242	SFD	O							1	9/25/2018	1
	25343003	2380 IVERSTONE ST	Tracy Hills	18-2241	SFD	O							1	9/25/2018	1
	25343002	2370 IVERSTONE ST	Tracy Hills	18-2240	SFD	O							1	9/25/2018	1
	25343001	2360 IVERSTONE ST	Tracy Hills	18-2239	SFD	O							1	9/25/2018	1
	25339063	2350 IVERSTONE ST	Tracy Hills	18-2238	SFD	O							1	9/25/2018	1
	25343006	2371 IVERSTONE ST	Tracy Hills	18-2244	SFD	O							1	9/25/2018	1
	25339061	2330 IVERSTONE ST	Tracy Hills	18-2236	SFD	O							1	9/25/2018	1
	25343007	2381 IVERSTONE ST	Tracy Hills	18-2245	SFD	O							1	9/25/2018	1
	25339059	2310 IVERSTONE ST	Tracy Hills	18-2234	SFD	O							1	9/25/2018	1
	25339058	2300 IVERSTONE ST	Tracy Hills	18-2233	SFD	O							1	9/25/2018	1
	25347019	2335 FARGO COURT	Tracy Hills	18-2232	SFD	O							1	7/31/2018	1
	25347018	2345 FARGO COURT	Tracy Hills	18-2231	SFD	O							1	7/31/2018	1
	25347017	6852 SPANNER COURT	Tracy Hills	18-2230	SFD	O							1	7/31/2018	1

Project Identifier		Affordability by Household Incomes - Building Permits								
1		7							8	9
Current APN	Street Address	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits Date Issued	# of Units Issued Building Permits
25345045	7053 SACRAMENTO DR							1	9/27/2018	1
25345008	7054 SACRAMENTO DR							1	9/27/2018	1
25345007	7074 SACRAMENTO DR							1	9/27/2018	1
25345006	7084 SACRAMENTO DR							1	9/27/2018	1
25345005	7094 SACRAMENTO DR							1	9/27/2018	1
25345004	7104 SACRAMENTO DR							1	9/27/2018	1
25341038	2580 ARTESIAN AVE							1	9/27/2018	1
25345002	7124 SACRAMENTO DR							1	9/27/2018	1
25341039	2570 ARTESIAN AVE							1	9/27/2018	1
25341056	7144 SACRAMENTO DR							1	9/27/2018	1
25341055	7154 SACRAMENTO DR							1	9/27/2018	1
25341053	7137 OCASA PL							1	9/27/2018	1
25341052	7127 OCASA PL							1	9/27/2018	1
25341051	7117 OCASA PL							1	9/27/2018	1
25341050	7107 OCASA PL							1	9/27/2018	1
25345010	7034 SACRAMENTO DR							1	9/27/2018	1
25345003	7114 SACRAMENTO DR							1	9/27/2018	1
25345043	7033 SACRAMENTO DR							1	9/27/2018	1
25341003	7030 CARRERA PLACE							1	12/6/2018	1
25341002	7040 CARRERA PLACE							1	12/6/2018	1
25341001	7050 CARRERA PLACE							1	12/6/2018	1
25343031	7173 TASSIE CT							1	9/27/2018	1
25343028	7154 TASSIE CT							1	9/27/2018	1
25343027	7164 TASSIE CT							1	9/27/2018	1
25343026	7174 TASSIE CT							1	9/27/2018	1
25343025	7184 TASSIE CT							1	9/27/2018	1
25343024	2445 TERINDALE WAY							1	9/27/2018	1
25343023	2435 TERINDALE WAY							1	9/27/2018	1
24067008	253 MICHAEL COX LANE							1	3/28/2018	1
24067026	312 MICHAEL COX LANE							1	3/28/2018	1
24067025	332 MICHAEL COX LANE							1	3/28/2018	1
24067024	352 MICHAEL COX LANE							1	3/28/2018	1
24067023	372 MICHAEL COX LANE							1	3/28/2018	1
24067014	353 MICHAEL COX LANE							1	3/28/2018	1
24067015	333 MICHAEL COX LANE							1	3/28/2018	1
24067007	263 MICHAEL COX LANE							1	3/28/2018	1
24067016	313 MICHAEL COX LANE							1	3/28/2018	1
24067036	2530 DAVID WAITE DRIVE							1	7/18/2018	1
25247047	1101 DOMINIQUE DRIVE							1	10/1/2018	1
25247046	1111 DOMINIQUE DRIVE							1	10/1/2018	1
25247045	1121 DOMINIQUE DRIVE							1	10/1/2018	1
24829053	2861 PEBBLEBROOKE COURT							1	12/18/2018	1
25347015	6832 SPANNER COURT							1	9/27/2018	1
25347014	6822 SPANNER COURT							1	9/27/2018	1
25347013	6812 SPANNER COURT							1	9/27/2018	1
25347012	6811 SPANNER COURT							1	9/27/2018	1
25347011	6821 SPANNER COURT							1	9/27/2018	1
25347010	6831 SPANNER COURT							1	9/27/2018	1
25339060	2320 IVERSTONE ST							1	9/27/2018	1
25339056	7072 DAPHNE ST							1	9/27/2018	1
25343004	2390 IVERSTONE ST							1	9/27/2018	1
25343003	2380 IVERSTONE ST							1	9/27/2018	1
25343002	2370 IVERSTONE ST							1	9/27/2018	1
25343001	2360 IVERSTONE ST							1	9/27/2018	1
25339063	2350 IVERSTONE ST							1	9/27/2018	1
25343006	2371 IVERSTONE ST							1	9/27/2018	1
25339061	2330 IVERSTONE ST							1	9/27/2018	1
25343007	2381 IVERSTONE ST							1	9/27/2018	1
25339059	2310 IVERSTONE ST							1	9/27/2018	1
25339058	2300 IVERSTONE ST							1	9/27/2018	1
25347019	2335 FARGO COURT							1	9/27/2018	1
25347018	2345 FARGO COURT							1	9/27/2018	1
25347017	6852 SPANNER COURT							1	9/27/2018	1

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement								
1					2	3	4							5	6
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements
	25339031	6991 DAPHNE ST	Tracy Hills		SFD	O							1	9/25/2018	1
	25337031	6425 DAN HAVICUS DRIVE	Tracy Hills		SFD	O							1	9/25/2018	1
	25337031	2974 ODESSA COURT	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	2964 ODESSA COURT	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	2954 ODESSA COURT	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	2944 ODESSA COURT	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	3148 TOSTALINDA DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	6446 DAN HAVICUS DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	3108 TOSTALINDA DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	3118 TOSTALINDA DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	2934 ODESSA CT	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	3138 TOSTALINDA DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	2933 COPPERLY PLACE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	3158 TOSTALINDA DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	3178 TOSTALINDA DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	6406 DAN HAVICUS DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	6416 DAN HAVICUS DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	6426 DAN HAVICUS DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	6436 DAN HAVICUS DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	3128 TOSTALINDA DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	3149 TOSTALINDA DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	2973 IRONSTONE DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	2983 IRONSTONE DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	2993 IRONSTONE DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	3003 IRONSTONE DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	3119 TOSTALINDA DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	3139 TOSTALINDA DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	3188 TOSTALINDA DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	3159 TOSTALINDA DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	3088 TOSTALINDA DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	3098 TOSTALINDA DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	2963 IRONSTONE DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	2953 COPPERLY PLACE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	2943 COPPERLY PLACE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	3129 TOSTALINDA DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337046	6656 KILN PLACE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337046	6613 KITTINGER LANE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337046	6623 KITTINGER LANE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	6456 DAN HAVICUS DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337046	6643 KITTINGER LANE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	3168 TOSTALINDA DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337046	6616 KILN PLACE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337046	6626 KILN PLACE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337046	6603 KITTINGER LANE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337046	6646 KILN PLACE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337046	6633 KITTINGER LANE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337046	6666 KILN PLACE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337046	6676 KILN PLACE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337046	6686 KILN PLACE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337046	6696 KILN PLACE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337046	6706 KILN PLACE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337046	2758 TOSTALINDA DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337046	2768 TOSTALINDA DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337046	2778 TOSTALINDA DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337046	6636 KILN PLACE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	6506 DAN HAVICUS DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	6466 DAN HAVICUS DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	6476 DAN HAVICUS DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	6486 DAN HAVICUS DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337046	6606 KILN PLACE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337031	6496 DAN HAVICUS DRIVE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337046	6593 KITTINGER LANE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337046	6685 KILN PLACE	Tracy Hills		SFD	O							1	7/31/2018	1
	25337046	6675 KILN PLACE	Tracy Hills		SFD	O							1	7/31/2018	1

Project Identifier		Affordability by Household Incomes - Building Permits								
1		7							8	9
Current APN	Street Address	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits Date Issued	# of Units Issued Building Permits
25339031	6991 DAPHNE ST							1	9/27/2018	1
25337031	6425 DAN HAVICUS DRIVE							1	9/27/2018	1
25337031	2974 ODESSA COURT							1	10/1/2018	1
25337031	2964 ODESSA COURT							1	10/1/2018	1
25337031	2954 ODESSA COURT							1	10/1/2018	1
25337031	2944 ODESSA COURT							1	10/1/2018	1
25337031	3148 TOSTALINDA DRIVE							1	10/1/2018	1
25337031	6446 DAN HAVICUS DRIVE							1	10/1/2018	1
25337031	3108 TOSTALINDA DRIVE							1	10/1/2018	1
25337031	3118 TOSTALINDA DRIVE							1	10/1/2018	1
25337031	2934 ODESSA CT							1	10/1/2018	1
25337031	3138 TOSTALINDA DRIVE							1	10/1/2018	1
25337031	2933 COPPERLY PLACE							1	10/1/2018	1
25337031	3158 TOSTALINDA DRIVE							1	10/1/2018	1
25337031	3178 TOSTALINDA DRIVE							1	10/1/2018	1
25337031	6406 DAN HAVICUS DRIVE							1	10/1/2018	1
25337031	6416 DAN HAVICUS DRIVE							1	10/1/2018	1
25337031	6426 DAN HAVICUS DRIVE							1	10/1/2018	1
25337031	6436 DAN HAVICUS DRIVE							1	10/1/2018	1
25337031	3128 TOSTALINDA DRIVE							1	10/1/2018	1
25337031	3149 TOSTALINDA DRIVE							1	10/1/2018	1
25337031	2973 IRONSTONE DRIVE							1	10/1/2018	1
25337031	2983 IRONSTONE DRIVE							1	10/1/2018	1
25337031	2993 IRONSTONE DRIVE							1	10/1/2018	1
25337031	3003 IRONSTONE DRIVE							1	10/1/2018	1
25337031	3119 TOSTALINDA DRIVE							1	10/1/2018	1
25337031	3139 TOSTALINDA DRIVE							1	10/1/2018	1
25337031	3188 TOSTALINDA DRIVE							1	10/1/2018	1
25337031	3159 TOSTALINDA DRIVE							1	10/1/2018	1
25337031	3088 TOSTALINDA DRIVE							1	10/1/2018	1
25337031	3098 TOSTALINDA DRIVE							1	10/1/2018	1
25337031	2963 IRONSTONE DRIVE							1	10/1/2018	1
25337031	2953 COPPERLY PLACE							1	10/1/2018	1
25337031	2943 COPPERLY PLACE							1	10/1/2018	1
25337031	3129 TOSTALINDA DRIVE							1	10/1/2018	1
25337046	6656 KILN PLACE							1	10/1/2018	1
25337046	6613 KITTINGER LANE							1	10/1/2018	1
25337046	6623 KITTINGER LANE							1	10/1/2018	1
25337031	6456 DAN HAVICUS DRIVE							1	10/1/2018	1
25337046	6643 KITTINGER LANE							1	10/1/2018	1
25337031	3168 TOSTALINDA DRIVE							1	10/1/2018	1
25337046	6616 KILN PLACE							1	10/1/2018	1
25337046	6626 KILN PLACE							1	10/1/2018	1
25337046	6603 KITTINGER LANE							1	10/1/2018	1
25337046	6646 KILN PLACE							1	10/1/2018	1
25337046	6633 KITTINGER LANE							1	10/1/2018	1
25337046	6666 KILN PLACE							1	10/1/2018	1
25337046	6676 KILN PLACE							1	10/1/2018	1
25337046	6686 KILN PLACE							1	10/1/2018	1
25337046	6696 KILN PLACE							1	10/1/2018	1
25337046	6706 KILN PLACE							1	10/1/2018	1
25337046	2758 TOSTALINDA DRIVE							1	10/1/2018	1
25337046	2768 TOSTALINDA DRIVE							1	10/1/2018	1
25337046	2778 TOSTALINDA DRIVE							1	10/1/2018	1
25337046	6636 KILN PLACE							1	10/1/2018	1
25337031	6506 DAN HAVICUS DRIVE							1	10/1/2018	1
25337031	6466 DAN HAVICUS DRIVE							1	10/1/2018	1
25337031	6476 DAN HAVICUS DRIVE							1	10/1/2018	1
25337031	6486 DAN HAVICUS DRIVE							1	10/1/2018	1
25337046	6606 KILN PLACE							1	10/1/2018	1
25337031	6496 DAN HAVICUS DRIVE							1	10/1/2018	1
25337046	6593 KITTINGER LANE							1	10/1/2018	1
25337046	6665 KILN PLACE							1	10/1/2018	1
25337046	6675 KILN PLACE							1	10/1/2018	1

Project Identifier		Affordability by Household Incomes - Building Permits								
1		7							8	9
Current APN	Street Address	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits Date Issued	# of Units Issued Building Permits
25337046	6604 KITTINGER LANE							1	10/1/2018	1
25337046	6695 KILN PLACE							1	10/1/2018	1
25337046	6634 KITTINGER LANE							1	10/1/2018	1
25337046	6614 KITTINGER LANE							1	10/1/2018	1
25337046	6685 KILN PLACE							1	10/1/2018	1
24856072	4246 BONSAI AVENUE							1	8/1/2018	1
24870025	361 AARON WY							1	7/10/2018	1
24069032	2238 JESSICA WY							1	8/2/2018	1
24856078	309 CATALINA WAY							1	8/18/2018	1
24856077	4267 MATTHEW WAY							1	8/1/2018	1
24856076	4247 MATTHEW WAY							1	8/1/2018	1
24856075	310 AARON WAY							1	8/1/2018	1
24069034	2268 JESSICA WY							1	8/2/2018	1
24856073	4226 BONSAI AVENUE							1	8/1/2018	1
24069035	2288 JESSICA WY							1	8/2/2018	1
24856071	4266 BONSAI AVENUE							1	8/1/2018	1
24856070	4286 BONSAI AVENUE							1	8/1/2018	1
24856069	4306 BONSAI AVENUE							1	8/1/2018	1
24856068	4326 BONSAI AVENUE							1	8/1/2018	1
24870034	4324 LENNOX LN							1	8/7/2018	1
24856074	4206 BONSAI AVENUE							1	8/1/2018	1
	301 DEFENDER LANE							1	7/12/2018	1
24072020										
24248013	2481 AZALEA AVENUE							1	7/13/2018	1
24248012	2461 AZALEA AVENUE							1	7/13/2018	1
24072024	2311 TENNIS LANE							1	7/12/2018	1
24072026	2291 TENNIS LANE							1	7/12/2018	1
	2301 TENNIS LANE							1	7/12/2018	1
24072025										
	2321 TENNIS LANE							1	7/12/2018	1
24072023										
24069033	2248 JESSICA WY							1	8/2/2018	1
24072021	2341 TENNIS LANE							1	7/12/2018	1
24870024	351 AARON WY							1	7/10/2018	1
24072019	321 DEFENDER LANE							1	7/12/2018	1
24072018	341 DEFENDER LANE							1	7/12/2018	1
24072017	361 DEFENDER LANE							1	7/12/2018	1
24072017	371 DEFENDER LANE							1	7/12/2018	1
24072015	381 DEFENDER LANE							1	7/12/2018	1
24069036	2298 JESSICA WY							1	8/2/2018	1
24072022	2331 TENNIS LANE							1	7/12/2018	1
24074034	2419 NORTHINGTON DR							1	4/6/2018	1
24870033	4314 LENNOX LN							1	8/7/2018	1
24074003	4651 MARTHA AV							1	4/18/2018	1
24074002	4631 MARTHA AV							1	4/18/2018	1
24074001	4611 MARTHA AV							1	4/18/2018	1
24073023	4551 MARTHA AV							1	4/18/2018	1
24614021	586 VENTANA AVENUE							1	4/12/2018	1
24075030	4670 MARTHA AV							1	4/18/2018	1
24074035	2429 NORTHINGTON DR							1	4/6/2018	1
24075031	4650 MARTHA AV							1	4/18/2018	1
24074033	2409 NORTHINGTON DR							1	4/6/2018	1
24074032	2399 NORTHINGTON DR							1	4/6/2018	1
24074031	2400 RIO GRANDE DR							1	4/6/2018	1
24074030	2410 RIO GRANDE DR							1	4/6/2018	1
24074029	2420 RIO GRANDE DR							1	4/6/2018	1
24074028	2430 RIO GRANDE DR							1	4/6/2018	1
23520036	14 E MT DIABLO AV							1	4/3/2018	1
24074008	4612 BEAUMONT AV							1	5/10/2018	1
24870023	341 AARON WY							1	7/10/2018	1
24074012	4673 BEAUMONT AV							1	5/10/2018	1
24074011	4653 BEAUMONT AV							1	5/10/2018	1

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement								
1					2	3	4							5	6
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements
	24074010	4633 BEAUMONT AV			SFD	O									
	24074009	4613 BEAUMONT AV			SFD	O									
	24074004	4671 MARTHA AV			SFD	O									
	24073024	4552 BEAUMONT AV			SFD	O									
	24248016	2561 AZALEA AVENUE			SFD	O							1	3/5/2018	1
	24074007	4632 BEAUMONT AV			SFD	O									
	24074006	4652 BEAUMONT AV			SFD	O									
	24074005	4672 BEAUMONT AV			SFD	O									
	24075034	4550 MARTHA AV			SFD	O									
	24075033	4610 MARTHA AV			SFD	O									
	24075032	4630 MARTHA AV			SFD	O									
	24073032	4553 BEAUMONT AV			SFD	O									
	24248014	2521 AZALEA AVENUE			SFD	O							1	3/5/2018	1
	24248032	1711 IVY LANE			SFD	O							1	3/5/2018	1
	24248031	1701 IVY LANE			SFD	O							1	3/5/2018	1
	24248030	1691 IVY LANE			SFD	O							1	3/5/2018	1
	24248029	1681 IVY LANE			SFD	O							1	3/5/2018	1
	24248028	1682 IVY LANE			SFD	O							1	3/5/2018	1
	24248027	1692 IVY LANE			SFD	O							1	3/5/2018	1
	24248024	1722 IVY LANE			SFD	O							1	3/5/2018	1
	24248051	2542 AZALEA AVENUE			SFD	O							1	3/5/2018	1
	24074018	4635 MCKENZIE AV			SFD	O									
	24074017	4615 MCKENZIE AV			SFD	O									
	24073038	4555 MCKENZIE AV			SFD	O									
	24073033	4554 MCKENZIE AV			SFD	O									
	24074016	4614 MCKENZIE AV			SFD	O									
	24074015	4634 MCKENZIE AV			SFD	O									
	24248026	1702 IVY LANE			SFD	O							1	3/5/2018	1
	24074013	4674 MCKENZIE AV			SFD	O									
	24829057	340 GLENBRIAR CIRCLE			SFD	O									
	24248050	2532 AZALEA AVENUE			SFD	O							1	3/5/2018	1
	24248049	2522 AZALEA AVENUE			SFD	O							1	3/5/2018	1
	24248048	2492 AZALEA AVENUE			SFD	O							1	3/5/2018	1
	24248047	2482 AZALEA AVENUE			SFD	O							1	3/5/2018	1
	24248046	2462 AZALEA AVENUE			SFD	O							1	3/5/2018	1
	24074014	4654 MCKENZIE AV			SFD	O							1	3/5/2018	1
	24248023	1732 IVY LANE			SFD	O							1	3/5/2018	1
	24248015	2541 AZALEA AVENUE			SFD	O							1	3/5/2018	1
	24248054	2583 MARIGOLD DRIVE			SFD	O							1	3/5/2018	1
	24248055	2563 MARIGOLD DRIVE			SFD	O							1	3/5/2018	1
	24074019	4655 MCKENZIE AV			SFD	O							1	3/5/2018	1
	24248052	2562 AZALEA AVENUE			SFD	O							1	3/5/2018	1
	24074020	4675 MCKENZIE AV			SFD	O							1	3/5/2018	1
	24248022	1742 IVY LANE			SFD	O							1	3/5/2018	1
	24248021	1752 IVY LANE			SFD	O							1	3/5/2018	1
	24248020	1762 IVY LANE			SFD	O							1	3/5/2018	1
	24248019	2591 AZALEA AVENUE			SFD	O							1	3/5/2018	1
	24248018	2581 AZALEA AVENUE			SFD	O							1	3/5/2018	1
	24248017	2571 AZALEA AVENUE			SFD	O							1	3/5/2018	1
	24248025	1712 IVY LANE			SFD	O							1	3/5/2018	1
	24248053	2582 AZALEA AVENUE			SFD	O							1	3/5/2018	1
	24067005	252 MICHAEL COX LANE			SFD	O									
	24072029	2221 TENNIS LANE			SFD	O									
	24248005	1737 BUTTERCUP LANE			SFD	O							1	3/5/2018	1
	24248006	1747 BUTTERCUP LANE			SFD	O							1	3/5/2018	1
	24248007	1757 BUTTERCUP LANE			SFD	O							1	3/5/2018	1
	24248008	1767 BUTTERCUP LANE			SFD	O							1	3/5/2018	1
	24248011	2441 AZALEA AVENUE			SFD	O							1	3/5/2018	1
	24248009	1777 BUTTERCUP LANE			SFD	O							1	3/5/2018	1
	24248034	1700 FLORA WAY			SFD	O							1	3/5/2018	1
	24248045	2442 AZALEA AVENUE			SFD	O							1	3/5/2018	1
	24248037	1689 FLORA WAY			SFD	O							1	3/5/2018	1

Project Identifier		Affordability by Household Incomes - Building Permits								
1		7							8	9
Current APN	Street Address	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits Date Issued	# of Units Issued Building Permits
24074010	4633 BEAUMONT AV							1	5/10/2018	1
24074009	4613 BEAUMONT AV							1	5/10/2015	1
24074004	4671 MARTHA AV							1	4/18/2018	1
24073024	4552 BEAUMONT AV							1	5/10/2018	1
24248016	2561 AZALEA AVENUE							1	7/13/2018	1
24074007	4632 BEAUMONT AV							1	5/10/2018	1
24074006	4652 BEAUMONT AV							1	5/10/2018	1
24074005	4672 BEAUMONT AV							1	5/10/2018	1
24075034	4550 MARTHA AV							1	4/18/2018	1
24075033	4610 MARTHA AV							1	4/18/2018	1
24075032	4630 MARTHA AV							1	4/18/2018	1
24073032	4553 BEAUMONT AV							1	5/10/2018	1
24248014	2521 AZALEA AVENUE							1	7/13/2018	1
24248032	1711 IVY LANE							1	9/13/2018	1
24248031	1701 IVY LANE							1	9/13/2018	1
24248030	1691 IVY LANE							1	9/13/2018	1
24248029	1681 IVY LANE							1	9/13/2018	1
24248028	1682 IVY LANE							1	9/13/2018	1
24248027	1692 IVY LANE							1	9/13/2018	1
24248024	1722 IVY LANE							1	9/13/2018	1
24248051	2542 AZALEA AVENUE							1	7/13/2018	1
24074018	4635 MCKENZIE AV							1	7/13/2018	1
24074017	4615 MCKENZIE AV							1	7/13/2018	1
24073038	4555 MCKENZIE AV							1	7/13/2018	1
24073033	4554 MCKENZIE AV							1	7/13/2018	1
24074016	4614 MCKENZIE AV							1	7/13/2018	1
24074015	4634 MCKENZIE AV							1	7/13/2018	1
24248026	1702 IVY LANE							1	9/13/2018	1
24074013	4674 MCKENZIE AV							1	7/13/2018	1
24829057	340 GLENBRIAR CIRCLE							1	11/8/2018	1
24248050	2532 AZALEA AVENUE							1	7/13/2018	1
24248049	2522 AZALEA AVENUE							1	7/13/2018	1
24248048	2492 AZALEA AVENUE							1	7/13/2018	1
24248047	2482 AZALEA AVENUE							1	7/13/2018	1
24248046	2462 AZALEA AVENUE							1	7/13/2018	1
24074014	4654 MCKENZIE AV							1	7/13/2018	1
24248023	1732 IVY LANE							1	8/8/2018	1
24248015	2541 AZALEA AVENUE							1	7/13/2018	1
24248054	2583 MARIGOLD DRIVE							1	9/13/2018	1
24248055	2563 MARIGOLD DRIVE							1	9/13/2018	1
24074019	4655 MCKENZIE AV							1	7/13/2018	1
24248052	2562 AZALEA AVENUE							1	8/8/2018	1
24074020	4675 MCKENZIE AV							1	7/13/2018	1
24248022	1742 IVY LANE							1	8/8/2018	1
24248021	1752 IVY LANE							1	8/8/2018	1
24248020	1762 IVY LANE							1	8/8/2018	1
24248019	2591 AZALEA AVENUE							1	8/8/2018	1
24248018	2581 AZALEA AVENUE							1	8/8/2018	1
24248017	2571 AZALEA AVENUE							1	8/8/2018	1
24248025	1712 IVY LANE							1	9/13/2018	1
24248053	2582 AZALEA AVENUE							1	8/8/2018	1
24067005	252 MICHAEL COX LANE									
24072029	2221 TENNIS LANE							1	10/1/2018	1
24248005	1737 BUTTERCUP LANE							1	10/1/2018	1
24248006	1747 BUTTERCUP LANE							1	10/1/2018	1
24248007	1757 BUTTERCUP LANE							1	10/1/2018	1
24248008	1767 BUTTERCUP LANE							1	10/1/2018	1
24248011	2441 AZALEA AVENUE							1	10/1/2018	1
24248009	1777 BUTTERCUP LANE							1	10/1/2018	1
24248034	1700 FLORA WAY							1	10/1/2018	1
24248045	2442 AZALEA AVENUE							1	10/1/2018	1
24248037	1689 FLORA WAY							1	10/1/2018	1

Project Identifier		Affordability by Household Incomes - Building Permits								
1		7							8	9
Current APN	Street Address	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits Date Issued	# of Units Issued Building Permits
24248038	1699 FLORA WAY							1	10/1/2018	1
24248039	1709 FLORA WAY							1	10/1/2018	1
24248040	1719 FLORA WAY							1	10/1/2018	1
24248035	1690 FLORA WAY							1	10/1/2018	1
24248033	1710 FLORA WAY							1	10/1/2018	1
24248059	2483 MARIGOLD DRIVE							1	10/1/2018	1
24248058	2493 MARIGOLD DRIVE							1	10/1/2018	1
24248057	2523 MARIGOLD DRIVE							1	10/1/2018	1
24248056	2543 MARIGOLD DRIVE							1	10/1/2018	1
24248010	2421 AZALEA AVENUE							1	10/1/2018	1
24248036	1680 FLORA WAY							1	10/1/2018	1
24067019	2510 DAVID WAITE DR							1	3/13/2018	1
24067018	2520 DAVID WAITE DR							1	3/13/2018	1
24856029	4379 PERENNIAL PL							1	3/23/2018	1
24856030	4359 PERENNIAL PL							1	3/23/2018	1
24856031	4339 PERENNIAL PL							1	3/23/2018	1
24856032	4319 PERENNIAL PL							1	3/23/2018	1
24856033	4309 PERENNIAL PL							1	3/23/2018	1
24067022	2450 DAVID WAITE DR							1	3/28/2018	1
24856035	4259 PERENNIAL PL							1	3/23/2018	1
24856042	4268 MATTHEW WY							1	3/23/2018	1
24856043	4288 MATTHEW WY							1	3/23/2018	1
24856044	4308 MATTHEW WY							1	3/23/2018	1
24856045	4328 MATTHEW WY							1	3/23/2018	1
24066033	214 MABEL JOSEPHINE DR							1	3/28/2018	1
24856034	4279 PERENNIAL PL							1	3/23/2018	1
24074041	2489 NORTHINGTON DR							1	6/7/2018	1
24067021	2470 DAVID WAITE DR							1	3/28/2018	1
24856046	4348 MATTHEW WAY							1	3/23/2018	1
24067020	2490 DAVID WAITE DR							1	3/13/2018	1
24066032	194 MABEL JOSEPHINE DR							1	3/28/2018	1
24066023	243 MICHAEL COX LN							1	3/28/2018	1
24066024	233 MICHAEL COX LN							1	3/28/2018	1
24066025	223 MICHAEL COX LN							1	3/28/2018	1
24066026	213 MICHAEL COX LN							1	3/28/2018	1
24067013	354 MABEL JOSEPHINE DR							1	3/28/2018	1
24067012	334 MABEL JOSEPHINE DR							1	3/28/2018	1
24067011	314 MABEL JOSEPHINE DR							1	3/28/2018	1
24067010	264 MABEL JOSEPHINE DR							1	3/28/2018	1
24067009	254 MABEL JOSEPHINE DR							1	3/28/2018	1
24066030	174 MABEL JOSEPHINE DR							1	3/28/2018	1
24072034	2310 FRANK BLONDIN LANE							1	5/4/2018	1
24074037	2449 NORTHINGTON DR							1	5/4/2018	1
24074038	2459 NORTHINGTON DR							1	5/4/2018	1
24074042	2499 NORTHINGTON DR							1	6/7/2018	1
24074040	2479 NORTHINGTON DR							1	6/7/2018	1
24072030	2220 FRANK BLONDIN LANE							1	5/4/2018	1
24072031	2240 FRANK BLONDIN LANE							1	5/4/2018	1
24072032	2270 FRANK BLONDIN LANE							1	5/4/2018	1
24074039	2469 NORTHINGTON DR							1	5/4/2018	1
24072035	2320 FRANK BLONDIN LANE							1	5/3/2018	1
24074026	2450 RIO GRANDE DR							1	5/4/2018	1
24072036	2330 FRANK BLONDIN LANE							1	5/4/2018	1
24072037	2340 FRANK BLONDIN LANE							1	5/4/2018	1
24072043	2249 FRANK BLONDIN LANE							1	5/4/2018	1
24072044	2229 FRANK BLONDIN LANE							1	5/4/2018	1
24072042	2279 FRANK BLONDIN LANE							1	5/4/2018	1
24072041	2299 FRANK BLONDIN LANE							1	5/4/2018	1
23305505	1913 N PARKER AV							1	2/21/2018	1
24072033	2290 FRANK BLONDIN LANE							1	5/4/2018	1

Project Identifier		Affordability by Household Incomes - Certificates of Occupancy								
1		10							11	12
Current APN	Street Address	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness
24248038	1699 FLORA WAY									
24248039	1709 FLORA WAY									
24248040	1719 FLORA WAY									
24248035	1690 FLORA WAY									
24248033	1710 FLORA WAY									
24248059	2483 MARIGOLD DRIVE									
24248058	2493 MARIGOLD DRIVE									
24248057	2523 MARIGOLD DRIVE									
24248056	2543 MARIGOLD DRIVE									
24248010	2421 AZALEA AVENUE									
24248036	1680 FLORA WAY									
24067019	2510 DAVID WAITE DR							1	8/22/2018	1
24067018	2520 DAVID WAITE DR							1	8/8/2018	1
24856029	4379 PERENNIAL PL							1	10/10/2018	1
24856030	4359 PERENNIAL PL							1	10/4/2018	1
24856031	4339 PERENNIAL PL							1	10/4/2018	1
24856032	4319 PERENNIAL PL							1	9/19/2018	1
24856033	4309 PERENNIAL PL							1	9/19/2018	1
24067022	2450 DAVID WAITE DR							1	10/8/2018	1
24856035	4259 PERENNIAL PL							1	9/12/2018	1
24856042	4268 MATTHEW WY							1	11/9/2018	1
24856043	4288 MATTHEW WY							1	11/14/2018	1
24856044	4308 MATTHEW WY							1	11/7/2018	1
24856045	4328 MATTHEW WY							1	11/7/2018	1
24066033	214 MABEL JOSEPHINE DR									
24856034	4279 PERENNIAL PL							1	9/12/2018	1
24074041	2489 NORTHINGTON DR							1	12/27/2018	1
24067021	2470 DAVID WAITE DR							1	9/19/2018	1
24856046	4348 MATTHEW WAY							1	10/29/2018	1
24067020	2490 DAVID WAITE DR							1	8/20/2018	1
24066032	194 MABEL JOSEPHINE DR									
24066023	243 MICHAEL COX LN							1	12/12/2018	1
24066024	233 MICHAEL COX LN							1	12/10/2018	1
24066025	223 MICHAEL COX LN									
24066026	213 MICHAEL COX LN							1	12/3/2018	1
24067013	354 MABEL JOSEPHINE DR									
24067012	334 MABEL JOSEPHINE DR									
24067011	314 MABEL JOSEPHINE DR									
24067010	264 MABEL JOSEPHINE DR									
24067009	254 MABEL JOSEPHINE DR									
24066030	174 MABEL JOSEPHINE DR									
24072034	2310 FRANK BLONDIN LANE							1	12/18/2018	1
24074037	2449 NORTHINGTON DR							1	11/6/2018	1
24074038	2459 NORTHINGTON DR							1	11/13/2018	1
24074042	2499 NORTHINGTON DR									
24074040	2479 NORTHINGTON DR									
24072030	2220 FRANK BLONDIN LANE							1	11/14/2018	1
24072031	2240 FRANK BLONDIN LANE							1	11/14/2018	1
24072032	2270 FRANK BLONDIN LANE							1	11/20/2018	1
24074039	2469 NORTHINGTON DR							1	11/15/2018	1
24072035	2320 FRANK BLONDIN LANE							1	11/30/2018	1
24074026	2450 RIO GRANDE DR							1	11/14/2018	1
24072036	2330 FRANK BLONDIN LANE							1	11/30/2018	1
24072037	2340 FRANK BLONDIN LANE							1	12/13/2018	1
24072043	2249 FRANK BLONDIN LANE									
24072044	2229 FRANK BLONDIN LANE							1	10/23/2018	1
24072042	2279 FRANK BLONDIN LANE							1	10/24/2018	1
24072041	2299 FRANK BLONDIN LANE							1	10/18/2018	1
23305505	1913 N PARKER AV									
24072033	2290 FRANK BLONDIN LANE							1	11/20/2018	1

Project Identifier		Affordability by Household Incomes - Certificates of Occupancy								
1		10							11	12
Current APN	Street Address	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date</u> <u>Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness
24075002	2379 NORTHINGTON DR							1	11/6/2018	1
24856048	4388 MATTHEW WY							1	10/22/2018	1
24870020	311 AARON WY							1	8/23/2018	1
24870021	321 AARON WY							1	8/28/2018	1
24870022	331 AARON WY							1	9/12/2018	1
24075027	2370 RIO GRANDE DR							1	10/11/2018	1
24075051	2371 RIO GRANDE DR							1	10/11/2018	1
24075028	2380 RIO GRANDE DR							1	10/19/2018	1
24074036	2439 NORTHINGTON DR							1	11/15/2018	1
24075003	2369 NORTHINGTON DR							1	11/6/2018	1
24074027	2440 RIO GRANDE DR							1	11/13/2018	1
24075001	2389 NORTHINGTON DR							1	11/14/2018	1
24069045	3831 COMSTOCK PL									
24074021	2500 RIO GRANDE DR							1	12/26/2018	1
24074022	2490 RIO GRANDE DR							1	12/26/2018	1
24074023	2480 RIO GRANDE DR									
24074024	2470 RIO GRANDE DR							1	11/14/2018	1
24074025	2460 RIO GRANDE DR							1	11/13/2018	1
24856047	4368 MATTHEW WAY							1	10/29/2018	1
24075029	2390 RIO GRANDE DR							1	10/23/2018	1
25339035	7000 PROVINCIAL ST									
24635039	476 VENTANA AV							1	1/25/2018	1
24069014	2230 ELLIS TOWN DR							1	7/25/2018	1
23507066	41 W THIRD ST							1	3/8/2018	1
24636006	544 DERONE LN							1	11/27/2018	1
24636044	569 THRASHER LN							1	1/25/2018	1
24246043	2515 MIA WY							1	1/25/2018	1
24071015	4155 AVALON ST							1	1/4/2018	1
24067006	262 MICHAEL COX LANE							1	1/12/2018	1
24066022	242 MICHAEL COX LN							1	1/9/2018	1
24247038	2448 REMY CANTOS DR							1	2/13/2018	1
24247020	1758 PONDEROSA DR							1	1/8/2018	1
24247024	1798 PONDEROSA DR							1	3/15/2018	1
24247025	1808 PONDEROSA DR							1	5/24/2018	1
24247026	1818 PONDEROSA DR							1	3/8/2018	1
24247027	1828 PONDEROSA DR							1	3/14/2018	1
24856036	4249 PERENNIAL PL							1	5/30/2018	1
24856037	4229 PERENNIAL PL							1	5/30/2018	1
24856038	4209 PERENNIAL PL							1	5/30/2018	1
24856039	4208 MATTHEW WY							1	6/6/2018	1
24856040	4228 MATTHEW WY							1	6/6/2018	1
24856041	4248 MATTHEW WY							1	6/6/2018	1
24870001	362 LASATA DR							1	5/1/2018	1
24870002	352 LASATA DR							1	5/1/2018	1
24870003	342 LASATA DR							1	5/1/2018	1
24870005	322 LASATA DR							1	4/18/2018	1
24870006	312 LASATA DR							1	4/4/2018	1
24870007	292 LASATA DR							1	4/4/2018	1
24870008	272 LASATA DR							1	2/9/2018	1
24870009	262 LASATA DR							1	3/13/2018	1
24870010	252 LASATA DR							1	3/19/2018	1
24870011	242 LASATA DR							1	2/15/2018	1
24870012	232 LASATA DR							1	2/15/2018	1
24870013	222 LASATA DR							1	2/22/2018	1
24870014	221 AARON WY							1	3/13/2018	1
24870015	231 AARON WY							1	3/8/2018	1
24870016	241 AARON WY							1	3/8/2008	1
24870017	251 AARON WY							1	3/8/2018	1
24870018	271 AARON WY							1	5/15/2018	1
24870019	291 AARON WY							1	5/15/2018	1
24071023	2472 AUGUSTA AV							1	3/5/2018	1
24071022	2482 AUGUSTA AV							1	3/1/2018	1
24071021	2502 AUGUSTA AV							1	2/23/2018	1
24071027	2501 ELLIS TOWN DR							1	3/26/2018	1

Project Identifier		Affordability by Household Incomes - Certificates of Occupancy								
1		10							11	12
Current APN	Street Address	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness
24071026	2491 ELLIS TOWN DR							1	3/20/2018	1
24071025	2481 ELLIS TOWN DR							1	3/13/2018	1
24071024	2471 ELLIS TOWN DR							1	3/29/2018	1
24071017	4215 AVALON ST							1	1/4/2018	1
24247015	2570 AURORA ASTORGA DR							1	6/1/2018	1
24247016	2590 AURORA ASTORGA DR							1	6/26/2018	1
24247017	2610 AURORA ASTORGA DR							1	2/28/2018	1
24247018	2620 AURORA ASTORGA DR							1	2/22/2018	1
24247051	2569 AURORA ASTORGA DR							1	3/28/2018	1
24247050	2589 AURORA ASTORGA DR							1	2/21/2018	1
24247049	2609 AURORA ASTORGA DR							1	6/19/2018	1
24247048	2619 AURORA ASTORGA DR							1	1/30/2018	1
24247011	2470 AURORA ASTORGA DR							1	5/29/2018	1
24247012	2490 AURORA ASTORGA DR							1	5/24/2018	1
24247014	2550 AURORA ASTORGA DR							1	5/8/2018	1
24247055	2489 AURORA ASTORGA DR							1	5/24/2018	1
24247054	2509 AURORA ASTORGA DR							1	5/23/2018	1
24247053	2529 AURORA ASTORGA DR							1	6/15/2018	1
24247052	2549 AURORA ASTORGA DR							1	5/8/2018	1
24247007	2400 AURORA ASTORGA DR							1	8/7/2018	1
24247008	2410 AURORA ASTORGA DR							1	7/31/2018	1
24247009	2430 AURORA ASTORGA DR							1	7/31/2018	1
24247010	2450 AURORA ASTORGA DR							1	7/27/2018	1
24247006	1787 WOODBINE WY							1	7/26/2018	1
24247057	2449 AURORA ASTORGA DR							1	7/12/2018	1
24246058	2463 LOTUS WY							1	9/26/2018	1
24246055	2444 LOTUS WY							1	9/26/2018	1
24246056	2424 LOTUS WY							1	10/8/2018	1
24246057	2404 LOTUS WY							1	9/18/2018	1
24069018	2270 ELLIS TOWN DR							1	11/13/2018	1
24069025	2279 JESSICA WY							1	10/2/2018	1
24069026	2269 JESSICA WY							1	9/21/2018	1
24069027	2259 JESSICA WY							1	9/18/2018	1
24069028	2249 JESSICA WY							1	9/11/2018	1
24069029	2239 JESSICA WY							1	9/11/2018	1
24069030	2229 JESSICA WY							1	9/11/2018	1
24073001	2450 ELLIS TOWN DR							1	4/17/2018	1
24073002	2460 ELLIS TOWN DR							1	4/30/2018	1
24073003	2470 ELLIS TOWN DR							1	4/19/2018	1
24073004	2480 ELLIS TOWN DR							1	5/1/2018	1
24073005	2490 ELLIS TOWN DR							1	5/3/2018	1
24073007	2510 ELLIS TOWN DR							1	5/14/2018	1
24073008	2519 CORDELIA LN							1	8/16/2018	1
24073009	2509 CORDELIA LN							1	8/10/2018	1
24073010	2499 CORDELIA LN							1	8/10/2018	1
24073011	2489 CORDELIA LN							1	8/15/2018	1
24073012	2479 CORDELIA LN							1	7/27/2018	1
24073013	2469 CORDELIA LN							1	7/31/2018	1
24069017	2260 ELLIS TOWN DR							1	11/13/2018	1
24073014	2459 CORDELIA LN							1	7/19/2018	1
24073015	2449 CORDELIA LN							1	7/19/2018	1
24073017	4473 AVALON ST							1	5/3/2018	1
24073018	4483 AVALON ST							1	4/12/2018	1
24073019	4493 AVALON ST							1	4/17/2018	1
24073020	4491 MARTHA AV							1	8/6/2018	1
24073021	4511 MARTHA AV							1	8/9/2018	1
24073022	4531 MARTHA AV							1	8/10/2018	1
24870004	332 LASATA DR							1	4/19/2018	1
24072001	447 BARCELONA DRIVE							1	3/29/2018	1
24072048	2292 GOLDEN GATE DRIVE							1	6/15/2018	1
24072047	2272 GOLDEN GATE							1	4/4/2018	1
24072046	2242 GOLDEN GATE DRIVE							1	6/21/2018	1
24072003	417 BARCELONA DRIVE							1	2/26/2018	1
24072002	427 BARCELONA DRIVE							1	3/29/2018	1

Project Identifier		Affordability by Household Incomes - Certificates of Occupancy								
1		10							11	12
Current APN	Street Address	Very Low-Income Deed Restricted	Very Low-Income Non-Deed Restricted	Low-Income Deed Restricted	Low-Income Non-Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non-Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness
24072045	2222 GOLDEN GATE DRIVE							1	5/31/2018	1
24075037	4513 AVALON ST							1	4/20/2018	1
24075036	4503 AVALON ST							1	4/19/2018	1
24075041	2392 OMEGA CT							1	5/9/2018	1
24075042	2382 OMEGA CT							1	5/9/2018	1
24075043	2372 OMEGA CT							1	5/4/2018	1
24075040	2393 OMEGA CT							1	5/3/2018	1
24075039	2383 OMEGA CT							1	4/30/2018	1
24075038	2373 OMEGA CT							1	4/30/2018	1
24075014	4743 AVALON ST							1	5/24/2018	1
24075015	4733 AVALON ST							1	5/23/2018	1
24075016	4723 AVALON ST							1	5/24/2018	1
24075017	4713 AVALON ST							1	5/23/2018	1
24075018	4703 AVALON ST							1	5/23/2018	1
24072004	418 GOLDEN GATE COURT							1	5/18/2018	1
24072005	428 GOLDEN GATE COURT							1	4/18/2018	1
24072006	448 GOLDEN GATE COURT							1	4/18/2018	1
24072009	419 GOLDEN GATE COURT							1	4/26/2018	1
24072007	449 GOLDEN GATE COURT							1	5/18/2018	1
24072008	429 GOLDEN GATE COURT							1	4/26/2018	1
24075019	2290 RIO GRANDE DR							1	5/14/2018	1
24075020	2300 RIO GRANDE DR							1	6/13/2018	1
24075021	2310 RIO GRANDE DR							1	6/19/2018	1
24075022	2320 RIO GRANDE DR							1	5/18/2018	1
24075023	2330 RIO GRANDE D							1	6/27/2018	1
24075024	2340 RIO GRANDE DR							1	5/29/2018	1
24075025	2350 RIO GRANDE DR							1	6/6/2018	1
24075026	2360 RIO GRANDE DR							1	6/28/2018	1
24072051	2332 GOLDEN GATE DRIVE							1	6/19/2018	1
24072050	2312 GOLDEN GATE DRIVE							1	5/31/2018	1
24072049	2302 GOLDEN GATE DRIVE							1	5/22/2018	1
24072040	2309 FRANK BLONDIN LANE							1	9/21/2018	1
24072039	2319 FRANK BLONDIN LANE							1	9/27/2018	1
24072038	2339 FRANK BLONDIN LANE							1	9/19/2018	1
24072014	391 DEFENDER LANE							1	7/26/2018	1
24072013	401 DEFENDER LANE							1	7/25/2018	1
24072012	411 DEFENDER LANE							1	8/6/2018	1
24072011	2353 GOLDEN GATE DRIVE							1	7/23/2018	1
24072010	2333 GOLDEN GATE DRIVE							1	7/18/2018	1
24073025	4532 BEAUMONT AV							1	6/18/2018	1
24073026	4512 BEAUMONT AV							1	6/18/2018	1
24073027	2458 CORDELIA LN							1	6/15/2018	1
24073028	2448 CORDELIA LN							1	6/13/2018	1
24073029	4493 BEAUMONT AV							1	7/10/2018	1
24073030	4513 BEAUMONT AV							1	7/10/2018	1
24073031	4533 BEAUMONT AV							1	7/12/2018	1
24073034	4534 MCKENZIE AV							1	8/16/2018	1
24073035	4514 MCKENZIE AV							1	7/13/2018	1
24073036	4515 MCKENZIE AV							1	8/7/2018	1
24073037	4535 MCKENZIE AV							1	7/25/2018	1
24075035	4530 MARTHA AV							1	8/15/2018	1
24075044	4673 AVALON ST							1	8/14/2018	1
24075045	4683 AVALON ST							1	8/18/2018	1
24075046	4693 AVALON ST							1	8/27/2018	1
24075047	2331 RIO GRANDE DR							1	9/20/2018	1
24075048	2341 RIO GRANDE DR							1	9/17/2018	1
24075049	2351 RIO GRANDE DR							1	9/19/2018	1
24075050	2361 RIO GRANDE DR							1	9/26/2018	1
24075013	2269 NORTHINGTON DR							1	8/10/2018	1
24075004	2359 NORTHINGTON DR							1	10/3/2018	1
24075005	2349 NORTHINGTON DR							1	9/27/2018	1
24075006	2339 NORTHINGTON DR							1	9/27/2018	1
24075007	2329 NORTHINGTON DR							1	9/27/2018	1
24075008	2319 NORTHINGTON DR							1	9/13/2018	1

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	Tracy	
Reporting Year	2018	(Jan. 1 - Dec. 31)

This table is auto-populated once you enter your jurisdiction name and current year data.
 Past year information comes from previous APRs.
 Please contact HCD if your data is different than the material supplied here

Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
		1	2								3	4	
Income Level		RHNA Allocation by Income Level	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	980											980
	Non-Deed Restricted												
Low	Deed Restricted	705											705
	Non-Deed Restricted												
Moderate	Deed Restricted	828											816
Above Moderate	Non-Deed Restricted			2	3	7						12	
Total RHNA		4976		1003	301	1147						2451	12
Total Units 44				1005	304	1154						2463	2513

Note: units serving extremely low-income households are included in the very low-income permitted units totals
 Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

Jurisdiction	Tracy
Reporting Year	2018 (Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Housing Rehabilitation	<ul style="list-style-type: none"> - Annually consult the HCD and HUD websites to identify and pursue potential funding opportunities that may be available and appropriate to reinstate a housing rehabilitation program. - Refer property owners in need of rehabilitation assistance to the San Joaquin County Neighborhood Preservation Division who administers the County's HUD Grant - Assist 20 lower- and moderate-income households with the rehabilitation of their homes during the planning period. 	31-Dec-23	<p>On-going. The County's HUD Grant program is no longer suspended.</p> <p>In 2017, the City allocated \$112,000 through the Home Investment Partnership Program through HUD for a 72-unit apartment complex for lower-income households.</p> <p>The City is in the process of drafting a boarded buildings ordinance in an effort to lead to rehabilitation of homes.</p>
Code Enforcement	<ul style="list-style-type: none"> - Continue to investigate possible code violations. - Continue to disseminate information on available housing rehabilitation assistance to address code violations and other housing issues. 	31-Dec-23	On-going.
Graffiti Removal Program	Continue to operate the Graffiti Hot Line.	31-Dec-23	Graffiti complaints and concerns can be reported by phoning the Code Enforcement Division at (209) 831-6410.
Down Payment Assistance (DAP) Loan Program	<ul style="list-style-type: none"> - Continue to provide down payment assistance to qualified lower income households (up to 80 percent AMI). - Disseminate information to prospective first-time homebuyers on the DAP Loan Program. - Assist three households (an estimated one very low income and two low income households) annually. 	31-Dec-23	This program is available, but because the median home prices in Tracy are so high, no households have qualified for the program. As a result, no households in Tracy have been assisted through this program.
Homebuyer and Financial Literacy Training	<ul style="list-style-type: none"> - Continue to require a Certificate of Completion from a HUD-approved homebuyer class in order to participate in the City's DAP Loan Program. - Partner with qualified local non-profit agencies to offer homebuyer education classes and publicize the availability of these classes to residents. 	31-Dec-23	This program is overseen by the San Joaquin County Neighborhood Preservation Division, Visionary Home Builders, Neighbor Works, and NID-HCA (Housing Counsel Agency), and is dependent on funding from HUD.

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1 Name of Program	2 Objective	3 Timeframe in H.E	4 Status of Program Implementation
Affordable Housing Development	<ul style="list-style-type: none"> - Continue to prioritize the allocation of RGAs to affordable housing projects (particularly for those projects that set aside units for extremely low income households and persons with special needs, including those with developmental disabilities, and farmworkers). - Proactively encourage and facilitate, on an ongoing basis, the development of affordable housing by non-profit organizations for lower income households, particularly those with special needs including large households, seniors, extremely low-income (ELI) households, and households with persons who have disabilities or developmental disabilities, and farmworkers. - Continue to provide density bonuses and other incentives on an ongoing basis to developers who provide affordable units, such as technical assistance related to City policies and regulations, and pre-application consultation with staff. 	31-Dec-23	The Growth Management Ordinance establishes exceptions to annual residential permit limits for affordable housing projects, and the Density Bonus Ordinance establishes the incentives for affordable housing projects.
Housing Choice Voucher Program	<ul style="list-style-type: none"> - Disseminate information to the public regarding the HCV program and promote participation by rental property owners. - Annually contact the HACSJ to obtain information on the status of the HCV program and other available resources. - Continue to support HACSJ's petition for increased funding from HUD. - Continue to work with HACSJ to provide HCVs to Tracy residents. - Continue to work with the HACSJ to assist households through the Family Self- Sufficiency Program. 	31-Dec-23	This program is overseen by the Housing Authority of the County of San Joaquin and is funded by HUD. Information on these programs is available on hacsj.org.
Sustainability Program	Continue to implement the Sustainability Action Plan.	31-Dec-23	This document is frequently used in development project review and CEQA review.

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1 Name of Program	2 Objective	3 Timeframe in H.E	4 Status of Program Implementation
Affordable Housing Monitoring	<ul style="list-style-type: none"> - Monitor status of affordable units annually by maintaining contact with property owners and HUD Multi-Family Housing division. - Solicit interest and participation of nonprofit housing developers to acquire and preserve housing to be maintained as affordable units. - Monitor status of affordable units annually by maintaining contact with property owners and HUD Multi-Family Housing division. - Solicit interest and participation of nonprofit housing developers to acquire and preserve housing to be maintained as affordable units. - Monitor status of affordable units annually by maintaining contact with property owners and HUD Multi-Family Housing division. - Solicit interest and participation of nonprofit housing developers to acquire and preserve housing to be maintained as affordable units. 	31-Dec-23	<p>On-going. City staff is currently in discussions with Habitat for Humanity, the Housing Authority of San Joaquin County, and Eden Housing.</p> <p>On-going. City staff is currently in discussions with Habitat for Humanity, the Housing Authority of San Joaquin County, and Eden Housing.</p>
Affordability by Design	<ul style="list-style-type: none"> - Continue to implement the recently adopted Zoning Amendments that incorporate affordability by design concepts described in the General Plan. - Encourage the development of a variety of housing types that provide affordable housing options for persons with special needs, such as micro-units, senior units, second units, and small-lot developments. - Promote Affordability by Design principles by placing information on City website and at public counters by 2016. 	Dec 31, 2023; Dec 31, 2016	<p>Completed and on-going.</p> <p>Revised development regulations influenced by Affordability by Design principles were incorporated into the Zoning Ordinance For example, any use, including multi-family residential, may request a reduction in required parking based on a study or survey that illustrates that required parking is not warranted. Applicants may also receive up to a 20 percent reduction of the otherwise required number of parking spaces pursuant the City's Off-Street Parking Ordinance. The City of Tracy has also relaxed the required distance between structures in the High Density Residential Zoning District from the average height of the two buildings to 10 feet. This has provided for greater flexibility for the allowance and maximum usage of residential sites. These available on the City's website and at the front counter.</p>
Property Acquisition and Improvement	<ul style="list-style-type: none"> - Continue to identify and seek partnerships with organizations and the County in order to acquire, improve, and develop affordable housing - Continue to assist in site acquisition for affordable housing. As funding permits, prioritize funding assistance to affordable housing projects that set aside units for seniors, persons with disabilities, and extremely low income households. 	31-Dec-23	<p>On-going as CDBG funds and other funding sources are available.</p> <p>Responsible Agencies: Tracy Development Services (DS) Department; Economic Development Division; San Joaquin County Neighborhood Preservation Division; and local nonprofits</p>

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1 Name of Program	2 Objective	3 Timeframe in H.E	4 Status of Program Implementation
Inclusionary Housing	<ul style="list-style-type: none"> - Explore the potential and set the stage for a voluntary inclusionary housing program that includes an extremely low income housing component by 2017. - Monitor the City's affordability conditions on an annual basis and identify an inclusionary housing trigger, if necessary. 	Dec 31, 2017; on-going	<p>Completed. Projects that voluntarily provide inclusionary housing is granted priority for Residential Growth Allotments that are necessary to obtain a building permit for residential development.</p> <p>The City will conduct a Council workshop on housing affordability generally in the near future.</p>
Resale of Foreclosed Properties	Continue to collaborate with the County, on an ongoing basis, to identify and pursue available resources for the acquisition/rehabilitation of foreclosed and/or substandard housing as affordable housing.	31-Dec-23	This is on-going in collaboration with the San Joaquin County Neighborhood Preservation Division.
Zoning Ordinance	<ul style="list-style-type: none"> - Complete Zoning Ordinance amendments to address the provision of density bonuses, residential care facilities, farmworker housing, and employee housing by the end of 2016. Specifically: <ul style="list-style-type: none"> - Density Bonus: Update Density Bonus Ordinance to reflect the requirements of AB 2222 (effective January 2015), including extending the affordability control for the affordable units to 55 years, and requiring the replacement of existing affordable units demolished or removed in order to qualify for a density bonus, incentive, or concession. - Residential Care Facilities: to In accordance with the Lanterman Act, amend the Zoning Ordinance to permit residential care facilities serving six or fewer persons as a single-family residential use. In addition, consistent with City practice, amend the Zoning Ordinance to allow residential care facilities of seven or more persons in all residential zones with a Conditional Use Permit. <ul style="list-style-type: none"> - Farmworker Housing: The California Employee Housing Act further defines housing for agricultural workers consisting of 36 beds or 12 units be treated as an agricultural use and permitted where agricultural uses are permitted. The City of Tracy permits crop and tree farming in the A, LDR, MDC, MDR, and HDR zones. The City will amend the Zoning Ordinance to address the provision of farmworker housing consistent with the Employee Housing Act. - Employee Housing: The California Employee Housing Act requires that housing for six or fewer employees be treated as a regular residential use. The City will amend the Zoning Ordinance to address the provision of farmworker housing consistent with the Employee Housing Act. - Reevaluate recent amendments to the definition of "family" and "supportive housing" in the Zoning Ordinance and amend, as necessary, to comply with State laws. 	31-Dec-23	<p>The City has not yet begun preparing these amendments for adoption. The City will revisit this task when resources allow.</p> <p>There are no constraints to development of housing in the Zoning Ordinance.</p>

Summary

Jurisdiction	Tracy	
Reporting Year	2018	(Jan. 1 - Dec. 31)

Entitlements Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		479
Total Units		479

Note: units serving extremely low-income households are included in the very low-income permitted units totals

Submitted Applications Summary	
Total Housing Applications Submitted:	210
Number of Proposed Units in All Applications Received:	250
Total Housing Units Approved:	31
Total Housing Units Disapproved:	1

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

The matrix approach has its limitations. By itself, a matrix cannot answer questions about the zoning's compatibility with the objectives, policies, and programs of the general plan, nor can it answer questions about timing. A number of local governments use a checklist to evaluate the consistency of individual zoning proposals. The checklist repeats the major goals and policies of the general plan and rates the degree to which the proposed zoning conforms to each of them (e.g., “furthers,” “deters,” “no effect”). A point system that rates development projects by their level of consistency with the goals, objectives, and policies of the general plan is a similar approach.

Subdivision Consistency

Before a city or county may approve a subdivision map (including parcel maps) and its provisions for design and improvement, the city or county must find that the proposed subdivision map is consistent with the general plan and any applicable specific plans ([Gov. Code § 66473.5](#)). These findings can only be made when the local agency has officially adopted a general plan and the proposed subdivision is “compatible with the objectives, policies, general land uses and programs specified in such a plan” ([Ibid.](#)).

[Government Code sections 66474 and 66474.61](#) require a city or county to deny approval of a tentative map if it makes either of the following findings: the proposed map is not consistent with applicable general and specific plans or the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.

Enforcement and Remedies

Any resident or property owner may sue to enforce the requirements for the adoption of an adequate general plan (58 Ops.Cal. Atty.Gen. 21 (1975)). The same is true for enforcing the requirements that zoning and subdivisions must be consistent with the general plan ([Gov. Code §§ 65860\(b\), 66499.33](#)). As the state's chief law enforcement officer, the Attorney General may do the same (58 Ops.Cal. Atty.Gen. 21; [Cal. Const., art. V, § 13](#)). Additionally, persons living outside a city have standing to sue if the city's zoning practices exclude them from residing in the city or raise their housing costs by adversely affecting the regional housing market ([Stocks v. City of Irvine \(1981\) 114 Cal.App.3d 520](#)).

The courts may impose various remedies for failure to have a complete and adequate general plan ([Gov. Code §§ 65750, et seq.](#)). One is a writ of mandate to compel a local government to adopt a legally adequate general plan. The courts also have general authority to issue an injunction to limit approvals of additional subdivision maps, parcel maps, rezonings, and public works projects or (under limited circumstances) the issuance of building permits pending adoption of a complete and adequate general plan ([Id.](#), 58 Ops.Cal. Atty.Gen. 21 (1975), [Friends of “B” Street v. City of Hayward \(1980\) 106 Cal.App.3d 988](#), [Camp v. Mendocino \(1981\) 123 Cal.App.3d 334](#)). Where a court finds that specific zoning or subdivision actions or public works projects are inconsistent with the general plan, it may set aside such actions or projects. Under certain circumstances, the court may impose any of these forms of relief prior to a final judicial determination of a general plan's inadequacy ([Gov. Code § 65757](#)).

Annual Progress Reports

After the general plan has been adopted, [Government Code section 65400\(a\)\(2\)\(A\)](#) requires the planning agency to provide an annual report to their legislative body, OPR, and HCD on the status of the plan and progress in its implementation. The report

must detail progress in meeting the jurisdiction's share of regional housing needs determined pursuant to [Government Code section 65584](#) and local efforts to remove governmental constraints to the maintenance, improvement, and development of housing pursuant to [Government Code section 65583\(c\)\(3\)](#) (Id. at § 65400(a)(2)(B)).

The annual progress report must be provided to the legislative body, OPR, and HCD on or before April 1 of each year. Jurisdictions must report on a calendar-year basis (January 1 through December 31). Jurisdictions are able to complete the [housing element](#) portion of the annual progress report online through the Department of Housing and Community Development's online portal. While there is a standard format for the housing element portion of the annual report, there is no standardized format for the preparation of the annual progress report for the rest of the general plan. The form and content of the report may vary based on the circumstances, resources, and constraints of each jurisdiction. This section is meant to provide general guidance to cities and counties in the preparation of their annual progress reports.

Purpose of the Report

- To provide enough information to allow local legislative bodies to assess how the general plan is being implemented in accordance with adopted goals, policies, and implementation measures.
- To provide enough information to identify necessary course adjustments or modifications to the general plan as a means to improve local implementation.
- To provide a clear correlation between land use decisions that have been made during the 12-month reporting period and the goals, policies, and implementation measures contained in the general plan.
- To provide information regarding local agency progress in meeting its share of regional housing needs and removing governmental constraints to the development of housing pursuant to [Government Code section 65583\(c\)\(3\)](#).

Format of the Report (General)

The following describes ways in which various cities and counties have organized and formatted their annual progress reports:

- **Focus on individual policies and implementation measures:** Provide a comprehensive listing of all general plan policies, including those which have been incorporated by reference, categorized by element, with a commentary on how each policy was implemented during the reporting period (i.e., a description of the activities underway or completed for implementation of each policy). This listing can most easily be accomplished by using a table format.
- **Focus on development activities and projects approved:** Provide comprehensive listing of all development applications that the planning agency received and processed with commentary on how the agency's actions on these development applications further the goals, policies, and/or implementation measures of the general plan. Link the major projects, including public projects, to the general plan using policy numbers or by element.
- **Focus on general plan elements:** Provide a general summary of each of the mandatory and optional elements of the general plan with a brief description of various actions taken by the agency (e.g., development application approvals, adoption of ordinances or plans, agency-initiated planning studies, etc.) that advanced specific goals and policies of each element.
- **Broad annual report format:** Incorporate the annual progress report into a broadly focused annual report on all of

the activities and programs of the jurisdiction, drawing upon data and sources such as an annual performance report on budgeting, processing of land use entitlements, redevelopment activities, housing construction, or other programs or “state of the city/county” reports.

CONSISTENCY PROVISIONS IN STATE LAW AND LEGAL PRECEDENTS

All statutory references are to the California Government Code unless otherwise noted.

Agricultural Preserves

- § 51234 requires that agricultural preserves established under the Williamson Act be consistent with the general plan.
- § 51282 requires a city or county, when approving a Williamson Act contract cancellation, to make a finding that the proposed alternate use is consistent with the general plan.

Capital Improvements

- §§ 65401 and 65402 require planning agencies to review and report on the consistency with the applicable general plan of proposed city, county, and special district capital projects, including land acquisition and disposal.
- § 65103(c) requires planning agencies to review annually their city or county capital improvement programs and other local agencies’ public works projects for consistency with the general plan.
- *Friends of B Street v. City of Hayward* (1980) 106 Cal.App.3d 988 held that a city’s capital facilities projects must be consistent with the city’s general plan.
- § 53090, et seq., require that most public works projects undertaken by special districts, including school districts, must be consistent with local zoning, which in turn must be consistent with the general plan. A school district board may render a zoning ordinance inapplicable with respect to school classroom facilities (§ 53094). A special district governing board may render the zoning ordinance inapplicable if it makes a finding after a public hearing that there is no feasible alternative to the project (§ 53096). State entities are an exception to this consistency requirement (*Rapid Transit Advocates, Inc. v. Southern California Rapid Transit District* (1986) 185 Cal.App.3d 996).

Condominium Conversion

- § 66427.2 requires that when the general plan contains objectives and policies addressing the conversion of rental units to condominiums, any conversion must be consistent with those objectives and policies.

Development Agreements

- § 65867.5 requires development agreements to be consistent with the general plan.

Consistency Provisions in State Law and Legal Precedents, Continued

Housing Authority Projects

- Health and Safety Code § 34326 declares that all housing projects undertaken by housing authorities are subject to local planning and zoning laws.

Integrated Waste Management

- Public Resources Code section 41701 states that if a county determines that the existing capacity of a solid waste facility will be exhausted within 15 years or if the county desires additional capacity, then the countywide siting element of the county's hazardous waste management plan must identify an area or areas, consistent with the applicable general plan, for the location of new solid waste transformation or disposal facilities or for the expansion of existing facilities.
- Public Resources Code section 41702 states that an area is consistent with the city or county general plan if:
 1. The city or county has adopted a general plan.
 2. The area reserved for the new or expanded facility is located in, or coextensive with, a land use area designated or authorized by the applicable general plan for solid waste facilities.
 3. The adjacent or nearby land use authorized by the applicable general plan is compatible with the establishment or expansion of the solid waste facility.

On-Site Wastewater Disposal Zones

- Health and Safety Code section 6965 requires a finding that the operation of an on-site wastewater disposal zone created under Health and Safety Code section 6950, et seq., will not result in land uses that are inconsistent with the applicable general plan.

Park Dedications

- § 66477 enables local governments to require as a condition of subdivision and parcel map approval the dedication of land or the payment of in lieu fees for parks and recreational purposes if the parks and recreational facilities are consistent with adopted general or specific plan policies and standards.

Parking Authority Projects

- Streets and Highway Code section 32503 specifies that parking authorities, in planning and locating any parking facility, are subject to the relationship of the facility to any officially adopted master plan or sections of such master plan for the development of the area in which the authority functions to the same extent as if it were a private entity.

Planning Commission Recommendations

- § 65855 requires that the planning commission's written recommendation to the legislative body on the adoption or amendment of a zoning ordinance include a report on the relationship of the proposed adoption or amendment to the general plan.

Consistency Provisions in State Law and Legal Precedents, Continued

Reservations of Land Within Subdivisions

- § 66479 specifies that reservations of land for parks, recreational facilities, fire stations, libraries, and other public uses within a subdivision must conform to the general plan.

Special Housing Programs

- Health and Safety Code section 50689.5 specifies that housing and housing programs developed under Health and Safety Code section 50680, et seq., for the developmentally disabled, mentally disordered, and physically disabled must be consistent with the housing element of the general plan.

Specific Plans

- § 65359 requires that a specific plan covering an area affected by a general plan amendment shall be reviewed and amended as necessary to make it consistent with the applicable general plan.
- § 65454 specifies that a specific plan may not be adopted or amended unless the proposed plan is consistent with the general plan.

Format of the Report (Housing Element)

In 2010, the State Department of Housing and Community Development adopted regulations on the preparation of the annual [housing element](#) progress report ([Cal. Code Regs., tit. 25, §§ 6200, et seq.](#)). All housing element progress reports must conform to these regulations. Forms, instructions, and a copy of the regulations can be found at the HCD's website at <http://www.hcd.ca.gov/community-development/housing-element/index.shtml>. In general, the following information is required for housing element reporting:

- Listing of building permits issued for the calendar year by income category.
- Demonstration of the progress towards meeting the regional housing need.
- A description of the progress in implementation of the policies and programs in the housing element.
- A city or county that is the successor to a former redevelopment agency shall include financial and housing information specified at [Health and Safety Code section 34176.1\(f\)](#) in its annual report.

The report must be considered at an annual public meeting before the legislative body where members of the public may provide oral testimony and written comments.

Contents of the Report

Each jurisdiction should determine which locally relevant issues are important to include in the annual report. The following items may be useful in the annual progress report:

-
- Introduction.
 - Table of contents.
 - Date of presentation to and acceptance by the local legislative body.
 - List of major agency-initiated planning activities that were initiated, in progress, or completed during the reporting period (i.e., master plans, specific plans, master environmental assessments, annexation studies, and other studies or plans carried out in support of specific general plan implementation measures). Include a brief comment on how each of these activities advances the goals, policies, and/or implementation measures contained in the general plan. Provide specific reference to individual elements where applicable.
 - List each of the general plan amendments that have been processed, along with a brief description and the action taken (e.g., approval, denial, etc.). This listing should include agency-initiated as well as applicant-driven amendments.
 - List each of the development applications that have been processed, along with a brief description, the action taken (e.g., approval, denial, etc.), and a brief comment on how each action furthers the goals, policies, and/or implementation measures of the general plan. Provide specific reference to individual elements where applicable.
 - Identify significant projects built within jurisdiction but not approved by jurisdiction, such as large school facilities not approved by city or county, but affecting general plan.
 - Identify priorities for land use decision-making that have been established by the local legislative body (e.g., passage of moratoria, emergency ordinances, development of community or specific plans, etc.).
 - The annual progress report should identify goals, policies, objectives, standards, or other plan proposals that need to be added, deleted, amended, or otherwise adjusted.

Submitting the Report to OPR and HCD

Annual progress reports can be submitted to OPR in either electronic or paper format. Preference is for electronic reporting. If you wish to submit your annual report to OPR electronically, e-mail it to state.clearinghouse@opr.ca.gov. Word, Excel, PowerPoint or PDF are the only acceptable file formats. Printed copies of the annual report should be sent to Governor's Office of Planning and Research, State Clearinghouse and Planning Unit, P.O. Box 3044, Sacramento, CA 95812-3044.

A copy of the report must also be sent to the Department of Housing and Community Development via their [online system](#), or printed copies to Division of Housing Policy Development, P.O. Box 952053, Sacramento, CA 94252-2053

Coastal Act Compliance for those Jurisdictions Located in the Coastal Zone

CALIFORNIA COASTAL ACT

The California Coastal Act of 1976 ([Public Resources Code section 30000 et seq.](#)) was enacted to “[p]rotect, maintain, and, where feasible, enhance and restore the overall quality of the coastal zone environment and its natural and artificial resources” (Id. at [§ 30001.5](#)). The Coastal Act applies to the coastal zone, defined in [section 30103\(a\)](#) as a strip along the California coast



DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

HOUSING ELEMENT ANNUAL PROGRESS REPORT (APR) INSTRUCTIONS

INTRODUCTION

Government Code section 65400 requires that each city, county, or city and county, including charter cities, prepare an annual progress report (APR) on the status of the housing element of its general plan and progress in its implementation using forms and definitions adopted by the Department of Housing and Community Development (HCD). The following form is to be used for satisfying the reporting requirements of Government Code section 65400, subdivision (a)(2).

These forms and instructions, originally adopted March 27, 2010, have been updated to incorporate new APR requirements pursuant to Chapter 374 Statutes of 2017 (Assembly Bill 879) and Chapter 366, Statutes of 2017 (Senate Bill 35).

How to submit the Housing Element Annual Progress Report (APR)

The APR must be submitted to the Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year using the forms and tables specified by HCD. The APR provides information for the previous calendar year and must be submitted separately to both HCD and OPR (Gov. Code, § 65400.). There are two methods available for submitting APRs:

1. Online Annual Progress Reporting System - This allows jurisdictions to upload directly into HCD's database, limiting the risk of errors. To use the online system, email APR@hcd.ca.gov, and request login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.*
2. Email - Jurisdictions complete the Excel APR forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. When using the email method, send the electronic version as an Excel workbook attachment. Do not send a scanned copy of the tables.

NOTE: When submitting successor entity reporting data as required pursuant to California Health and Safety Code 34176.1, the data must be identified as an addendum to the APR and emailed to APR@hcd.ca.gov concurrently with the APR submittal. When using the online system, this report should be sent separately to the APR email box to satisfy the Government Code section 65400 reporting requirement.

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DEFINITIONS

1. "Above moderate income" means households earning more than 120 percent of area median income.
2. "Annual Progress Report (APR)" means the housing element annual progress report required by Government Code section 65400 and due to HCD by April 1 of each year reporting on the prior calendar year's activities.
3. "Application submitted" means an application submittal that has been determined complete by the jurisdiction.
4. "Area Median Income (AMI)" means the median household income based on household size of a geographic area of the state, as annually updated by the California Department of Housing and Community Development (HCD), pursuant to Health and Safety Code section 50093.
5. "Certificate of occupancy date" is the date(s) the certificate(s) of occupancy, or other evidence of readiness for occupancy (e.g., final inspection, notice of completion), was/were issued.
6. "Committed Assistance" is when a local government has entered into a legally enforceable agreement within a specific timeframe spanning from the beginning of the RHNA projection period through the end of the second year of the housing element planning period, obligating funds for affordable units available for occupancy within two years of the agreement.
7. "Completed Entitlement" means a housing development or project which has received all the required land use approvals or entitlements necessary for the issuance of a building permit. This means that there is no additional action required to be eligible to apply and obtain a building permit.
8. "Density Bonus" as defined in Government Code section 65915.
9. "Extremely low-income" means a household earning less than 30 percent of area median income pursuant to Health and Safety Code, section 50105.
10. "Infill housing unit" is defined as being a unit located within an urbanized area or within an urban cluster on a site that has been previously developed for urban uses, or a vacant site where the properties adjoining at least two sides of the project site are, or previously have been, developed for urban uses. For the purposes of this definition, an urbanized area or an urban cluster is as defined by the United States Census Bureau.
11. "Locality" or "local government" means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.
12. "Lower-income or Low-Income" means a household earning less than 80 percent of area median income pursuant to Health and Safety Code, section 50079.5.
13. "Moderate income" means households whose income does not exceed 120 percent of area median income pursuant to Health and Safety Code, section 50093.

14. “Permitted units” mean units for which building permits for new housing construction have been issued by the local government during the reporting calendar year. For this purpose, “new housing unit” means housing units as defined by the Department of Finance for inclusion in the Department of Finance’s annual “E-5 City/County Population and Housing Estimates” report, which is the same as the Census definition of a housing unit.

Note: Accessory dwelling units (ADU) and junior accessory dwelling units (JADU) pursuant to Government Code sections 65852.2 and 65852.22 meet the definition above.

15. “Production report” or “Annual Progress Report (APR)” means the information reported pursuant to subparagraph (D) of paragraph (2) of subdivision (a) of Section 65400 of Government Code.
16. “Project” or “Development” refers to a housing related activity where new construction of a unit(s) is proposed or has had a building permit and/or certificate of occupancy issued during the reporting calendar year. This may include single family, mixed use, multifamily, accessory dwelling unit, or any other developments where housing units, as defined by the U.S. Census Bureau and the California Department of Finance, are a component of the project.
17. “Realistic Capacity” means an estimate of the number of units that can be accommodated on each site in the inventory. The estimate must include adjustments to reflect land use controls and site improvement requirements but may rely on established minimum density standards.
18. “Reporting period” means the prior calendar year’s activities for the housing element annual progress report required by Government Code section 65400 and due to HCD by April 1 of each year and utilized to create the determination for which locality is subject to the Streamlined Ministerial Approval (SB35 Streamlining) Provisions.
19. “RHNA” means the local government’s share of the regional housing need allocation pursuant to Government Code section 65584 et seq.
20. Unit Category: type of units that are classified under the following categories:
- **Single Family-Detached Unit** - a one-unit structure with open space on all four sides. The unit often possesses an attached garage.
 - **Single Family-Attached Unit** - a one-unit structure attached to another unit by a common wall, commonly referred to as a townhouse, half-plex, or row house. The shared wall or walls extend from the foundation to the roof with adjoining units to form a property line. Each unit has individual heating and plumbing systems.
 - **2-, 3-, and 4-Plex Units per Structure** - a structure containing two, three, or four units and not classified as single-unit attached structure.
 - **5 or More Units per Structure** - a structure containing five or more housing units.
 - **Accessory Dwelling Unit (ADU)** - means a unit that is attached, detached or located within the living area of the existing dwelling or residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel on which the single-family dwelling is situated pursuant to Government Code

section 65852.2. An ADU also includes the following: an efficiency unit, as defined in Section 17958.1 of the Health and Safety Code or a manufactured home, as defined in Section 18007 of the Health and Safety Code.

- **Mobile Home Unit/Manufactured Home** – a one-unit structure that was originally constructed to be towed on its own chassis. *Please note: Spaces in a mobile home park can be counted towards RHNA, if the spaces counted are new hook-ups/spaces rather than new mobile home park residents moving onto existing lots.*

21. “Very low-income” means households earning less than 50 percent of area median income pursuant to Health and Safety Code, section 50105.

NOTE: Authority cited: Government Code section 65400.

FORM INSTRUCTIONS

GENERAL INFORMATION

Fields in gray auto-populate. No data entry is needed.

Some of the cells are locked to ensure data can be automatically uploaded to the online system.

Tables A and A2 of the worksheet are currently configured to accept up to 1,000 lines of data. Insert rows if needed.

Projects are now tracked at all stages of development, from initial proposal to final certificate of occupancy.

The forms work best with macros enabled.

Begin with the “Start Here” tab as previous years’ information will pre-populate in Table B after the jurisdiction’s name is entered.

START HERE

Enter general contact and report information in the “Start Here” tab.

It is important to start with this worksheet because the answers entered will affect how information is displayed (e.g. permit numbers from prior years are pre-populated when jurisdiction’s name is entered).

Information to enter includes:

- City or County name
- Reporting calendar year (e.g., 2018). *Please note: The reporting year will always be from January 1 – December 31 of the previous year.*
- Contact person
- Title
- Email
- Phone
- Mailing address

This sheet includes instructions regarding submitting the APR to HCD and OPR.

TABLE A

Housing Development Applications Submitted

Only include data on housing units and developments for which an application was submitted (and deemed complete) between January 1st and December 31st of the reporting year identified on the “Start Here” tab. In table A, an “application” is a formal submittal of a project for approval. This application is either an application for a discretionary entitlement, or where only a ministerial process is required (e.g., zoned by right), the application for a building permit.

Project Identifier: Include the Current Assessor Parcel Number (APN) and street address. The Prior APN, Project Name and Local Jurisdiction Tracking ID are optional.

- Prior APN – Enter an APN previously associated with the parcel if applicable (optional field). This field allows a maximum of 40 characters.
- Current APN – Enter the current available APN. This field allows a maximum of 40 characters. If necessary enter additional APNs in the notes section field number 10.
- Street Address – Enter the number and name of street.
- Project Name – Enter the project name, if available (optional field).
- Local Jurisdiction Tracking ID – This may be the permit number or other identifier (optional field).

2. Unit Types: Each development should be categorized by one of the following codes. Refer to “Unit Category” in the Definitions section for additional descriptions. Use the drop-down menu to select one of the following options:

- SFA (single-family attached unit)
- SFD (single-family detached unit)
- 2-4 (two- to four-unit structures)
- 5+ (five or more unit structure, multifamily)
- ADU (accessory dwelling unit)
- MH (mobile home/manufactured home)

3. Tenure: Identify whether the units within the development project are either proposed or planned at initial occupancy for either renters or owners. Use the drop-down menu to select one of the following options:

- Renter occupant (R) or
- Owner occupant (O)

4. Date Application Submitted: Enter the date the housing development application was determined complete by the local government (refer to “application submitted” under definitions). Enter date as month/day/year (e.g., 6/1/2018).

5. Proposed Units Affordability by Household Incomes: For each development, list the number of units proposed in the application by affordability level and whether the units are deed restricted or non-deed restricted. Refer to the Definitions section for additional descriptions:

- Very low-income households (VL) 0-50% AMI
- Low-income households (L) 50-80% AMI
- Moderate-income households (M) 80-120% AMI
- Above-moderate households (AM) Above 120%

To verify income levels, refer to the income limit charts on HCD’s website at

<http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>

(see section for Official State Income Limits).

6. Total Proposed Units by Project: This field auto-populates with the total number of units proposed, as entered in #5 (total of deed restricted & non-deed restricted units for Very Low-, Low-, Moderate- and Above Moderate- income households).

7. Total Approved Units by Project: Enter the number of units that the jurisdiction approved for this project application.

8. Total Disapproved Units by Project (auto-populated can be overwritten). This field will subtract “Total Approved Units by Project” from “Total Proposed Units by Project” *Note: This field is auto-populated, but can be overwritten.*

9. Was “Application Submitted” pursuant to Government Code section 65913.4, subdivision (b) (Streamlined Ministerial Approval Process (SB 35 Streamlining))? Use the drop-down menu to select one of the following options:

- No
- Yes – But no action taken
- Yes – Approved
- Yes – Denied

10. Notes: Use this field to enter any applicable notes about the project or development. Completion of this field is optional.

TABLE A2
**Annual Building Activity Report Summary - New Construction, Entitled,
Permits and Completed Units**

Fields 1 through 15 Housing Development Information

This table requires information for very low, low, moderate and above moderate income housing affordability categories and for mixed-income projects. Include data on net new housing units and developments that have received any one of the following: an entitlement, a building permit or a certificate of occupancy or other form of readiness that was issued during the reporting year. *Please note: Only building permits are used for the purposes of determining progress towards RHNA (fields 7, 8 and 9 of this table, described below).*

New housing units: For the APR, “new housing unit” means housing units as defined by the Department of Finance for inclusion in the Department of Finance’s annual “E-5 City/County Population and Housing Estimates” report, which is the same as the census definition of a housing unit.

Development activity spanning multiple years: It is highly likely that the same project will be reported in multiple years of APRs. For example, a project should be listed in three separate APRs if it is entitled in one year, receives the building permit next year, and the certificate of occupancy in the year following.

In scenarios where development activity spans multiple years, the jurisdiction should only report activity that occurred within the reporting year. For example, if a project received building permits in 2018, but

received entitlements in 2017, the 2018 APR should only report the building permit information (fields 7, 8 and 9), and not include entitlement information (fields 4, 5 and 6).

Separate living quarters: A house, an apartment, a mobile home, a group of rooms, or a single room occupied as separate living quarters, or if vacant, intended for occupancy as separate living quarters. Separate living quarters are those in which the occupants live separately from any other individuals in the building and which have direct access from outside the building or through a common hall. For vacant units, the criteria of separateness and direct access are applied to the intended occupants whenever possible.

Please note: Group quarters facilities, such as dormitories, bunkhouses, and barracks cannot be counted as housing units, but student housing that is set up as separate living quarters per the census definition can be counted. This type of student housing must be counted per unit, and not on a bedroom or per person basis.

Net new units: If a building is being demolished to build the new units, the APR should report net new units. For example, if 10 units are being demolished on a site to build a 100-unit building, the APR should report 90 new units. In the case of new construction where fewer units are being built than were there previously, do not report negative permits. For example, if 10 units are being torn down on a site to build 5 units, this would not count as any new units on the APR and should not be reported as a negative number.

To assist in reporting demolished/destroyed units, refer to section number 20 below (Table A2 column 20).

All new unit information is to be listed in the following fields:

Fields 1 through 3 – Project Identifier and Unit Types

1. Project Identifier: Include the Current Assessor Parcel Number (APN) and street address. The prior APN, project name or local jurisdiction tracking ID are optional.

- Prior APN – Enter an APN previously associated with the parcel if applicable (optional field). This field allows a maximum of 40 characters.
- Current APN – Enter the current available APN. This field allows a maximum of 40 characters. If necessary enter additional APNs in the notes section field number 10.
- Street Address – Enter the number and name of street.
- Project Name – Enter the project name, if available (optional field).
- Local Jurisdiction Tracking ID – This may be the permit number or other identifier (optional field).

2. Unit Category Codes: Each development should be categorized by one of the following codes: Refer to “Unit Category” in the Definitions section for additional descriptions. Use the drop-down menu to select one of the following options:

- SFA (single-family attached unit)
- SFD (single-family detached unit)
- 2-4 (two- to four-unit structures)

- 5+ (five or more unit structure, multifamily)
- ADU (accessory dwelling unit)
- MH (mobile home/manufactured home)

3. Tenure: Identify whether the units within the development project are either proposed or planned at initial occupancy for either renters or owners. Use the drop-down menu to select one of the following options:

- Renter occupant (R) or
- Owner occupant (O)

Fields 4 through 6 – Completed Entitlement

4. Affordability by Household Income – Completed Entitlement: For each development, list the number of units that have been issued a completed entitlement during the reporting year by affordability level and whether the units are deed restricted or non-deed restricted. Refer to the Definitions section for additional descriptions:

- Very low-income households (VL) 0-50% AMI
- Low-income households (L) 50-80% AMI
- Moderate-income households (M) 80-120% AMI
- Above-moderate households (AM) Above 120%

To verify income levels, refer to the income limit charts on HCDs website at

<http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>

(see section for Official State Income Limits).

5. Entitlement Date Approved: Enter the date within the reporting year that all required land use approvals or entitlements were issued by the jurisdiction; leave blank if entitlement was approved outside the reporting year. Enter date as month/day/year (e.g., 6/1/2018). Refer to definition of “Completed Entitlement.”

6. # of Units Issued Entitlements: This is an auto-populated field. This field reflects the total number of units that were entitled for very-low, low, moderate, and above moderate income, as entered in field 4 on this table.

Fields 7 through 9 – Building Permit

7. Affordability by Household Income – Building Permits: For each development, list the number of units that have been issued a building permit during the reporting year by affordability level and whether the units are deed restricted or non-deed restricted. Refer to the Definitions section for additional descriptions:

- Very low-income households (VL) 0-50% AMI
- Low-income households (L) 50-80% AMI
- Moderate-income households (M) 80-120% AMI
- Above-moderate households (AM) Above 120%

To verify income levels, refer to the income limit charts on HCDs website at <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml> (see section for Official State Income Limits).

8. Building Permits Date Issued: Enter the date within the reporting year that the building permit was issued by the jurisdiction; leave blank if building permit was issued outside the reporting year. Enter date as month/day/year (e.g., 6/1/2018). Refer to definition of “Permitted Units.”

9. # of Units Issued Building Permits: This is an auto-populated field. This field will sum units that were permitted for very-low, low, moderate, and above moderate income, as entered in field 7 on this table.

Fields 10 through 12 – Certificates of Occupancy

10. Affordability by Household Income – Certificates of Occupancy: For each development, list the number of units that issued certificates of occupancy or other form of readiness (e.g., final inspection, notice of completion) during the reporting year by affordability level and whether the units are deed restricted or non-deed restricted. Refer to the Definitions section for additional descriptions:

- Very low-income households (VL) 0-50% AMI
- Low-income households (L) 50-80% AMI
- Moderate-income households (M) 80-120% AMI
- Above-moderate households (AM) Above 120%

To verify income levels, refer to the income limit charts on HCDs website at <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml> (see section for Official State Income Limits).

11. Certificates of Occupancy (or other forms of Readiness) Date Issued: Enter the date the certificate of occupancy or other form of readiness (e.g., final inspection, notice of completion) was issued for the project. For most jurisdictions, this is the final step before residents can occupy the unit. Leave blank if certificate of occupancy was not issued in the reporting year. Enter date as month/day/year (e.g., 6/1/2018).

12. # of Units Issued Certificates of Occupancy or other forms of Readiness: This is an auto-populated field. This field will sum units that were issued a certificate of occupancy for very-low, low, moderate, and above moderate income, as entered in field 10 on this table.

13. How many of the Units were Extremely-Low Income Units (Optional): To gain a greater understanding of the level of building activity to meet the needs of extremely low-income households in the state, HCD asks that you estimate, to the extent possible, the number of units affordable to extremely-low income households. This number will be a subset of the number of units affordable to very low-income households, as indicated in fields 4, 7 and 10 above. *Please note: The number entered in the very low section will not be reduced by the number entered here. Although completion of this field is optional, your input would be greatly appreciated.*

14. Was Project approved using Government Code section 65913.4, subdivision (b) (Streamlined Ministerial Approval Process (SB 35 Streamlining))? Use the drop-down menu to select one of the following options:

- “Y” if jurisdiction approved the project application pursuant to the streamlined ministerial approval process (SB 35 Streamlining).
- “N” for all other situations.

15. Are these infill units? To gain a greater understanding of the level of infill housing activity in the state, HCD asks that you clarify if the housing units reported are infill by selecting “yes” or “no.” Although completion of this field is optional, your input would be greatly appreciated. See Definitions section for “infill housing units” definition.

Fields 16 through 18: Please note, if any units are reported as very-low, low, or moderate income in fields 4, 7 or 10 then information in fields 16, 17 and/or 18 must be completed to demonstrate affordability.

Fields 16 and 17 Housing with Financial Assistance and/or Deed Restrictions

For all housing units developed or approved with public financial assistance and/or have recorded affordability deed restriction or covenants, identify funding sources or mechanisms that enable units to be affordable.

16. Assistance Programs Used for Each Development: Enter information here if units received financial assistance from the city or county and/or other subsidy sources, and have affordability restrictions or covenants, and/or recapture of public funds upon resale.

Use the drop-down menu to select the acronym of the applicable funding program(s), as defined in the list below. To select more than one funding source click once then select the cell again and click another source.

- Acq/Rehab: CalHFA Acquisition/Rehab Loan Program
- AHP: Affordable Housing Program - Fed Home Loan
- AHSC: Affordable Housing and Sustainable Communities
- CalHOME: CalHOME
- CDBG: Community Development Block Grant
- CDLAC: CDLAC Bonds (CA Debt Limit Allocation Committee)
- CESH: CA Emergency Solutions & Housing
- ESG: Emergency Solutions Grant
- GSAF: Golden State Acquisition Fund
- HOME: Housing Investment Partnership Program
- HOPWA: Housing Opportunities for Persons with AIDS
- IIG: Infill Infrastructure Grant
- LHTE: Local Housing Trust Funds
- LIHTC: CTCAC (Low Income Housing Tax Credits)
- MHP: Multifamily Housing Program - HCD
- MHSA: MHSA (Mental Health Services Act Funding)
- MPRROP: Mobilehome Park Rehab & Resident Ownership Program
- MRB: Mortgage Revenue Bonds
- MyHOME: MyHome Down Payment Assistance
- NHTF: National Housing Trust Fund

- NPLH: No Place Like Home
- PBS8: Section 8 Project-Based Rental Assistance
- PDLP: Predevelopment Loan Program
- RAD: Rental Assistance Demonstration Program
- RDA: Redevelopment Agency or Successor Agency Funds
- Sec 202: HUD Section 202 (Housing for the Elderly)
- Sec 811: Section 811 Project Rental Assistance
- SERNA: Joe Serna Jr Farmworker Housing Program
- SHMHP: Supportive Housing MHP
- SNHP: SNHP (Special Needs Housing Program - CalHFA)
- TOD: Transit Oriented Development Program
- USDA: USDA Rural Development Housing Programs
- VHHP: Veterans Housing and Homeless Prevention Program
- Other: Describe in Notes

17. Deed Restriction Type: Enter information here if units in the project are considered affordable to very-low, low, and/or moderate income households due to a local program or policy, such as an inclusionary housing ordinance, regulatory agreement, or a density bonus. This field should not be used to enter the number of deed restricted units. Identify the mechanism used to restrict occupancy based on affordability to produce “deed restricted” units. Use the drop-down menu to select one of the following options

- “INC” if the units were approved pursuant to a local inclusionary housing ordinance.
- “DB” if the units were approved using a density bonus.
- “Other” for any other mechanism. Describe the source in notes section number 21.

18. Housing without Financial Assistance or Deed Restrictions: Enter information here if the units are affordable to very-low, low and moderate income households without financial assistance and/or deed restrictions. In these cases, affordability must be demonstrated by proposed sales price or rents.

- Sales prices and rents must meet the definition of affordable as defined in Health and Safety Code Section 50052.5 for owner-occupied units or Health and Safety Code section 50053 for renter-occupied units.
- Describe how the newly constructed rental or ownership housing units were determined to be affordable to very- low, low, and moderate income households without either public subsidies or restrictive covenants. This may be based on various methods considering sales prices or rents relative to the income levels of households such as through a survey of comparable units in the area that show the unit would be affordable to very-low, low, or moderate income households.
 - The jurisdiction can consider comparable rental prices or new sales prices (actual or anticipated). The jurisdiction should consider costs for renters (i.e., 30% of household income for rent and utilities) or owners (e.g., 30% of household income for principal, interest, taxes, insurance and utilities, pursuant to Title 25 CCR Section 6920)
- In the absence of justification that the unit is affordable to a very- low, low, and moderate income household, the unit must be counted as above-moderate income.

19. Term of Affordability or Deed Restriction: If units have committed financial assistance and/or are deed restricted, enter the duration of the affordability or deed restriction. If units are affordable in perpetuity, enter 1,000. If multiple funding sources or deed restrictions on the development have different terms of affordability, please enter the longest term of affordability. Although completion of this field is optional, your input would be greatly appreciated.

20. Demolished/Destroyed Units: This section is to report if the project and associated APN, has a permit, entitlement or certificate of occupancy in the reporting year, and the APN previously had demolished or destroyed units.

- Enter the “Number of Demolished or Destroyed Units” in the reporting calendar year.
- From the drop down menu select “demolished” if the units were torn down. Select “Destroyed” if the units were lost due to fire or other natural disaster.
- From the drop down menu “Demolished/Destroyed Units Owner or Renter” select “R” for renter or “O” for owner.

21. Notes: Use this field to enter any applicable notes about the project or development.

TABLE B

Regional Housing Needs Allocation Progress – Permitted Units Issued By Affordability

Table B is a summary of prior permitting activity in the current planning cycle, including permitting activity for the calendar year being reported. To assist jurisdictions in completing this form, HCD has pre-filled permit data as reported to HCD on prior APRs. Past unit information will auto-populate when the jurisdiction’s name in the general information section of the “Start Here” tab is entered. Current year permitted units will auto-populate from data reported in table A2. If permit activity for current year is inaccurate, jurisdictions should make adjustments on field number 7, Affordability by Household Income – Building Permits in table A2.

Please contact HCD at APR@hcd.ca.gov if data from previous years does not populate or if different than the information supplied in Table B.

Table B reports the number of units for which permits were issued to demonstrate progress in meeting the jurisdiction’s share of regional housing need for the planning period.

1. Regional Housing Needs Allocation by Income Level: Lists the jurisdiction’s assigned RHNA for the planning cycle by income group. This field will be auto-populated once the jurisdiction’s name is entered in the “Start Here” tab.

2. Year: Lists the building permit data for each year of the RHNA planning cycle beginning in the first year and ending with the data from the current reporting year which can be found in Table A2.

3. Total Units to Date (all years): Totals the number of units permitted in each income category.

4. Total Remaining RHNA by Income Level: This field uses the information from the “Total Units to Date” category and deducts the units by income category from the jurisdiction’s assigned RHNA number. Note: The total units remaining to meet the RHNA allocation is in the bottom right hand corner.

TABLE C

Sites Identified or Rezoned to Accommodate Shortfall Housing Need

Please note: This table should only be filled out when a city or county identified an unaccommodated need of sites from the previous planning period Government Code section 65584.09, has shortfall of sites as identified in the housing element Government Code section 65583, subdivision (c)(1); or is identifying additional sites required by no net loss law pursuant to Government Code section 65863. The data in this inventory serves as an addendum to the housing element sites inventory. This table should not include rezoning for a specific project.

1. Project Identifier: Include the Assessor Parcel Number (APN) and street address. The project name and local jurisdiction tracking ID are optional.

2. Date of Rezone: If rezone was required, identify the date the rezone occurred. Enter date as month/day/year (e.g., 6/1/2018).

3. Affordability by Household Income: For each development or site, list the number of units that are affordable to the following income levels (refer to Definitions section for more detail):

- Very low-income households (VL) 0-50% AMI
- Low-income households (L) 50-80% AMI
- Moderate-income households (M) 80-120% AMI
- Above-moderate income households (AM) Above 120%

4. Type of Shortfall: From the dropdown list, select one of the following for each project:

- **No net loss** Government Code section 65863 – When a jurisdiction permits or causes its housing element sites inventory site capacity to be insufficient to meet its remaining unmet RHNA for lower and moderate-income households. In general, a jurisdiction must demonstrate sufficient capacity on existing sites or make available adequate sites within 180 days of there being insufficient sites to meet the remaining RHNA.
- **Unaccommodated need** Government Code section 65584.09 – When a jurisdiction failed to identify or make adequate sites available in the prior planning period to accommodate its RHNA by income category. Note: When this condition occurred, the housing element in the current planning period in most cases will have a program to make available adequate sites to address the unmet RHNA by income category in the first year of the planning period.
- **Shortfall of sites** Government Code section 65583, subdivision (c)(1) – When a jurisdiction does not identify adequate sites to accommodate its RHNA by income category in the current planning period. Note: When this condition occurred, the housing element for the current planning period must have included a program to make available adequate sites to address the unmet RHNA by income category. For jurisdictions on an eight year planning period, the rezones must be complete within the first three years of the planning period.

5. Parcel Size (Acres): Enter the size of the parcel in acres.

6. General Plan Designation: Enter the new General Plan Land Use designation. If no change was made, enter the current designation.

7. Zoning: Enter the new zoning designation for the parcel. If no change was made, enter the current zoning designation.

8. Density Allowed: Enter the minimum and maximum density allowed on each parcel. This is the density allowed after any zoning amendments are made. If no maximum density enter N/A.

9. Realistic Capacity: Enter the estimated realistic unit capacity for each parcel. Refer to Definitions for more information about “Realistic Capacity.”

10. Vacant/Non-vacant: From the drop-down list, select if the parcel is vacant or non-vacant. If the parcel is non-vacant, then enter the description of existing uses. In Field 11

11. Description of Existing Uses: Include a description of existing uses. Description must be specific (i.e. SFR, MF, surplus school site, operating business, vacant commercial building, parking lot). Classifications of uses (i.e. “commercial”, “retail”, “office”, or “residential”) are not sufficient.

TABLE D

Program Implementation Status pursuant to Government Code section 65583

Report the status/progress of housing element program and policy implementation for **all** programs described in the housing element:

- 1. Name of Program:** List the name of the program as described in the element.
- 2. Objective:** List the program objective (for example, “Update the accessory dwelling unit ordinance”).
- 3. Timeframe in Housing Element:** Enter the date the objective is scheduled to be accomplished.
- 4. Status of Program Implementation:** List the action or status of program implementation.

For your information, the following list includes the statutory requirements for housing element programs:

- Adequate sites (Gov. Code, § 65583, subd. (c)(1).). *Please note: Where a jurisdiction has included a rezone program pursuant to Government Code section 65583.2, subdivision (h) to address a shortfall of capacity to accommodate its RHNA, Table C must include specific information demonstrating progress in implementation including total acres, brief description of sites, date of rezone, and compliance with by-right approval and density requirements.*
- Assist in the development of low- and moderate-income housing (Gov. Code, § 65583, subd. (c)(2).)
- Remove or mitigate constraints (Gov. Code, § 65583, subd. (c)(3).)
- Conserve and improve existing affordable housing (Gov. Code, § 65583, subd. (c)(4).)
- Promote and affirmatively further fair housing opportunities (Gov. Code, § 65583, subd. (c)(5).)
- Preserve units at-risk of conversion from low-income use (Gov. Code, § 65583, subd. (c)(6).)

Please note: Jurisdictions may add additional rows in Table D to include all Housing Element programs, or to provide clarification or information relevant to demonstrating progress towards meeting RHNA objectives.

TABLE E
Commercial Development Bonus Approved pursuant to Government Code section 65915.7

Government Code section 65915.7 states:

“(a) When an applicant for approval of a commercial development has entered into an agreement for partnered housing described in subdivision (c) to contribute affordable housing through a joint project or two separate projects encompassing affordable housing, the city, county, or city and county shall grant to the commercial developer a development bonus as prescribed in subdivision (b). Housing shall be constructed on the site of the commercial development or on a site that...” meets several criteria.

If the jurisdiction has approved any commercial development bonuses during the reporting year, enter the following information:

- 1. Project Identifier:** Include the parcel’s APN number and street address. The project name and local jurisdiction tracking ID are optional.
- 2. Units Constructed as Part of the Agreement:** For each development, list the number of units that are affordable to the following income levels (refer to definitions for more detail):
 - Very low-income households (VL) 0-50% AMI
 - Low-income households (L) 50-80% AMI
 - Moderate-income households (M) 80-120% AMI
 - Above-moderate households (AM) Above 120%
- 3. Description of Commercial Development Bonus:** Include a description of the commercial development bonus approved by the jurisdiction.
- 4. Commercial Development Bonus Date Approved:** Enter the date that the jurisdiction approved the commercial development bonus. Enter date as month/day/year (e.g., 6/1/2018).

TABLE F
Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1, subdivision (c)(2)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved consistent with the standards set forth in Government Code section 65583.1, subdivision (c)(2).

Units that Do Not Count Toward RHNA: The jurisdiction may list for informational purposes only, units that do not count toward RHNA but were substantially rehabilitated, acquired or preserved.

Units that Count Toward RHNA: To enter units in this table as progress toward RHNA, please contact HCD at APR@hcd.ca.gov. HCD will provide a password to unlock the grey fields.

In order to count units reported in this table as progress towards RHNA, the jurisdiction will need to provide information (detailed below) to demonstrate that the units meet the standards set forth in Government Code section 65583.1, subdivision (c)(2).

If HCD agrees that the units meet the standards set forth in Government Code section 65583.1, subdivision (c)(1) these units may credit up to 25 percent of the jurisdiction's adequate sites requirement per income category.

To count these units towards RHNA, the jurisdiction shall document *how* the units meet the standards set forth the requirements of the Government Code section 65583.1, subdivision (c) (2).

For the jurisdiction to count units in Table F, the jurisdiction must have included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in Government Code section 65583.1, subdivision (c)(2). These program requirements are summarized on the [Alternative Adequate Sites Checklist](#).

RESOLUTION 2019-_____

AUTHORIZING STAFF TO SUBMIT THE ANNUAL PROGRESS REPORT AND THE ANNUAL ELEMENT PROGRESS REPORT FOR CALENDAR YEAR 2018 TO THE OFFICE OF PLANNING AND RESEARCH AND STATE HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT REGARDING THE IMPLEMENTATION OF THE GENERAL PLAN AND HOUSING ELEMENT

WHEREAS, State law requires each city to adopt a comprehensive, long-term general plan for its physical development and that of land outside its boundaries that bears a relationship to a city’s planning activities, and

WHEREAS, Government Code Section 65400(a) requires that a planning agency or planning department submit an APR to the legislative body of a local agency, OPR and HCD on or before April 1st each year that contains the information prescribed in the statute for the previous calendar year, and

WHEREAS, The City of Tracy’s General Plan, adopted in 2011, “provides a vision for the future and establishes a framework for how Tracy should grow and change over the next two decades.” The General Plan provides direction through 2025, and

WHEREAS, The City’s Housing Element was adopted in March 2016 for the time period of 2015-2023 in accordance with the housing element update cycle for jurisdictions in the San Joaquin Council of Governments region, and

WHEREAS, The Annual Progress Report for 2018 and Annual Housing Element Progress Report for 2018 were presented to Council at their March 19, 2019 meeting;

NOW, THEREFORE BE IT RESOLVED, That the City Council of the City of Tracy hereby authorizes staff to submit the Annual Progress Report for calendar year 2018 and Annual Element Progress Report for calendar year 2018 to the Office of Planning and Research and State Housing and Community Development Department regarding the implementation of the General Plan and Housing Element.

* * * * *

The foregoing Resolution 2019-_____ was passed and adopted by the Tracy City Council on the 19th day of March, 2019, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 3.C

REQUEST

RECEIVE PRESENTATION AND DISCUSS ANIMAL SHELTER SERVICES PROVIDED BY THE CITY OF TRACY'S ANIMAL SERVICES STAFF

EXECUTIVE SUMMARY

This agenda item is at the Council's request to discuss animal shelter services provided by the City of Tracy's Animal Services staff.

ROLE OF THE ANIMAL SHELTER AND GOVERNING STRUCTURE

The role and responsibilities of the Animal Services Officers are defined in several areas that are broken down into laws, policies and best practices. Some of the laws are in state codes (e.g. Penal Code and Food and Agricultural Code), while others are in the Tracy Municipal Code (TMC), and therefore are specific to our local government. The internal policies are subject to the authority of the Chief of Police. Best practices are established by specialists, such as shelter veterinarians, who rely on their expertise and long term experiences. While nonbinding and lacking the authority to dictate measures to be taken, best practices inform the decisions made by policy and lawmakers.

LAWS

<p>5.08.110 TMC - Small animal shelter authorized.</p>	<p>A public small animal shelter is hereby authorized in the City. The small animal shelter shall be located at some convenient place to be fixed by the Council. Such small animal shelter shall be and remain under the charge and control of the Tracy Police Department.</p> <p>The Tracy Police Department shall cause all animals impounded to be provided with sufficient food and water suitable therefor and shall keep such animal shelter in a clean and sanitary condition at all times.</p>
<p>5.08.120 TMC- Office of Animal Services established.</p>	<p>The Office of Animal Services is hereby established. The Animal Services Officer shall be appointed by the Chief of Police and shall receive such compensation as the Council, from time to time, may provide. For the purposes of enforcement of this chapter and other laws, the title "Animal Services Officer" shall be synonymous with "Animal Control Officer" and shall include the Animal Control Supervisor, Police Officers when enforcing this chapter, the Animal Services Officer, and assistants and deputies that</p>

	<p>have satisfactorily completed a certified course in "Powers and Arrest."</p>
<p>5.08.130 (j) & (m) TMC – Impoundment of dogs at large. Impoundment of cats at large.</p>	<p>It is hereby made the duty of the Tracy Police Department to take and impound any dog so licensed which may be found in the City, and also to take and impound any dog, whether licensed and registered or not, which may be found in the City if such dog is not enclosed or tethered or is not on a leash as provided in this section. It is hereby the duty of the Tracy Police Department to take and impound any cat which is found running at large and causing a public nuisance.</p>
<p>5.08.150 TMC- Interference with Animal Services Officer unlawful.</p>	<p>It is unlawful for any person to resist or interfere with the Animal Services Officer in the discharge of his official duties or to in any way, directly or indirectly, remove any animal from the small animal shelter without lawful authority.</p>
<p>5.08.160 TMC - Record of dogs in small animal shelter required to be kept.</p>	<p>The Animals Service Officers shall keep a record of every dog in the small animal shelter, setting forth a description thereof, the date and manner of disposition of the dog, whether notice was given to the owner and the date such notice was given, and the name of the person to whom sold.</p>
<p>5.08.240 TMC- Impounding.</p>	<p>The Chief of Police and all police officers and other persons employed to perform any of such duties are hereby authorized and empowered to take up and impound any animals or poultry running at large in violation of the provisions of this article, and to keep such animals or poultry confined at the public pound or at such other place as the Chief of Police may provide, for not less than three (3) days unless such animals or poultry be redeemed by the payment in the amount established by resolution of the City Council. Notices containing a description of the animals or poultry impounded shall be posted on the bulletin board near the entrance of the City Hall for at least three (3) days. The Chief of Police may, in his discretion, publish notices of the impounding of such animals or poultry in an attempt to locate the owner, in which event the cost of</p>

	<p>so doing shall be added to the costs of the care of such animals or poultry.</p> <p>At expiration of the three (3) days, if the animals or poultry are not redeemed, the Chief of Police shall be deemed to have acquired jurisdiction over the animals or poultry and is hereby authorized to destroy, or to sell, or to otherwise dispose of them, and any proceeds derived therefrom shall accrue to the City, to be deposited in its general fund.</p>
<p>5.08.350 TMC- Definitions. *Only definitions for Dangerous and Vicious have been provided for this report, all definitions can be located under this TMC*</p>	<p>"Potentially dangerous" describes an animal meeting any of the following criteria:</p> <p>Any animal which, when unprovoked, on two separate occasions within the prior thirty-six months, engages in aggressive behavior including, but not limited to growling, barking, chasing, lunging, and behaving in a manner that requires a defensive action by a person to prevent bodily injury when the animal is off the property of the owner of the animal;</p> <p>Any animal which, when unprovoked, bites a person inflicting a less severe injury than that defined in subsection (e) of this section;</p> <p>Any animal which, when unprovoked, has killed, seriously bitten, inflicted injury, or otherwise caused injury attacking a domestic animal off the property of the owner of the animal.</p> <p>"Severe injury" means any physical injury to a human being that results in muscle tear or disfiguring lacerations or requires multiple sutures or corrective or cosmetic surgery.</p> <p>"Vicious" describes an animal meeting any of the following criteria:</p> <p>Any animal which, when unprovoked, inflicts severe injury on or kills a human being;</p> <p>Any animal previously determined to be a potentially dangerous animal which, within thirty-six (36) months after its owner has</p>

	<p>been notified of this determination, engages in any of the behaviors described in subsection (d) of this section;</p> <p>Any dog seized under section 599aa of the California Penal Code and upon the sustaining of a conviction of the owner or keeper under subdivision (a) of section 597.5 of the California Penal Code;</p> <p>Any potentially dangerous animal for which the owner has violated any provision of the Animal Services Officer's order or, if applicable, any provision of the Hearing Officer's order under section 5.08.380 of this article.</p>
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599d (a) & (b) Penal Code	<p>(a) It is the policy of the state that no adoptable animal should be euthanized if it can be adopted into a suitable home. Adoptable animals include only those animals eight weeks of age or older that, at or subsequent to the time the animal is impounded or otherwise taken into possession, have manifested no sign of a behavioral or temperamental defect that could pose a health or safety risk or otherwise make the animal unsuitable for placement as a pet, and have manifested no sign of disease, injury, or congenital or hereditary condition that adversely affects the health of the animal or that is likely to adversely affect the animal's health in the future.</p> <p>(b) It is the policy of the state that no treatable animal should be euthanized. A treatable animal shall include any animal that is not adoptable but that could become adoptable with reasonable efforts. This subdivision, by itself, shall not be the basis of liability for damages regarding euthanasia.</p>
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17006 Food and Agriculture	Animals that are irremediably suffering from a serious illness or severe injury shall not be held for owner redemption or adoption.
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	<p>Except as provided in subdivision (b) of Section 31108 and subdivisions (c) of Section 31752, newborn animals that need maternal care and have been impounded without their mothers may be euthanized without being held for owner redemption or adoption.</p>
<p>31108 Food and Agriculture (dogs)</p> <p>31752(b) and 31752.5 Food and Agriculture – provides language regarding the holding period for stray cats and feral cats</p>	<p>The required holding period for a stray impoundment pursuant to this division shall be six business days, not including the day of impoundment.</p> <p>(b)(1) Except as provided in section 17006, any stray dog that is impounded pursuant to this division shall, before the euthanasia of that animal, be released to a nonprofit, as defined in Section 501(c)(3) of the Internal Revenue Code, animal rescue, or adoption organization if requested by the organization before the scheduled euthanasia of that animal. The public or private shelter may enter into cooperative agreements with any animal rescue or adoption organization. In addition to spay and neuter deposits, the public or private shelter, at its discretion, may assess a fee, not to exceed the standard adoption fee, for animals adopted or released.</p>
<p>31108.5(b) Food and Agriculture</p>	<p>Upon [owner] relinquishment [to a public shelter], the dog may be made available for euthanasia if it has a history of vicious or dangerous behavior documented by the agency charged with enforcing state and local animal laws.</p>

POLICIES

Tracy Animal Services Manual

The Tracy Animal Services Manual (Exhibit A) provides guidance for program operation of the Animal Services unit. It is the intent to provide managers, supervisors, and other employees with essential information in order to understand and conduct the program.

Operating policies and procedures have been set forth in this manual for Animal Services Employees to follow. While not every possible set of circumstances can be addressed, every effort has been made to cover pertinent areas.

Every Animal Services Employee must be familiar with this manual and other referenced manuals, policies, procedures, ordinances, State laws and regulations. Animal Services

Employees shall conduct themselves in accordance with the guidelines set forth in the manual. Animal Services Employees should refer to this manual when questions arise and periodically review the material.

The manual is a living document that can be revised as new policies and procedures are implemented, and or any change occurs. As requested, the manual has been added to the City of Tracy's website under the Police Department's information section.

PRACTICES

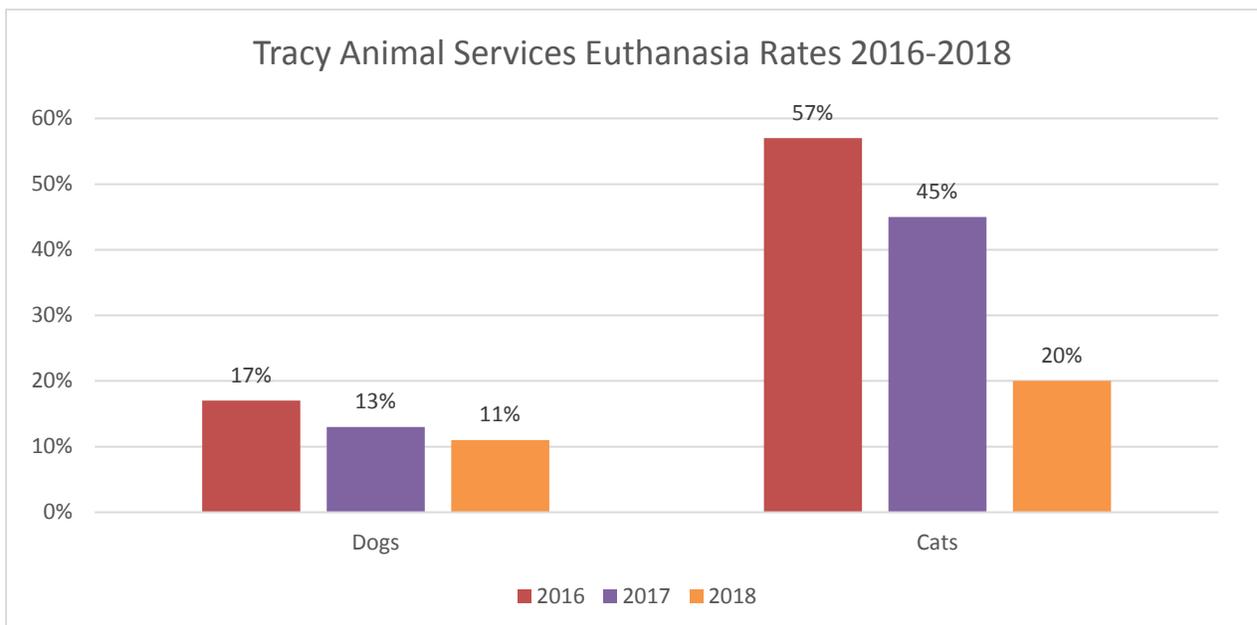
Guidelines for the Standards of Care in Animal Shelters – The Association of Shelter Veterinarians.

STATISTICS AND PROGRAMS

2018 STATISTICS

In 2018, Animal Services impounded 916 dogs and 969 cats. Animal Services staff were able to return 34% of dogs and less than 1% of cats to their owners. They were able to facilitate 572 dog and cat adoptions, equating to a 31% dog and 29% cat adoption rate, and they coordinated 599 transfers to animal rescue groups. 296 animals were euthanized at the shelter in 2018 for overall euthanasia rates of 11% for dogs and 20% for cats. The industry standard for a "No Kill" shelter is 10%.

In comparison to the past two years, this is a considerable reduction in euthanasia rates. In 2016, 17% of dogs and 57% of cats were euthanized. In 2017, there was a reduction to 13% in dogs and 45% in cats. In 2018, the numbers continue to drop by another 2% for dogs and 25% reduction for cats. In two years, Animal Services was able to reduce the total dog euthanasia rate by 6% in dogs and 37% for cats.



PROGRAMS

Special Events/Low Cost Adoptions/Voucher Programs

Low income spay/neuter vouchers and low cost adoptions are offered through Animal Services. Low income vouchers and low cost adoptions are funded through a donation fund designated specifically for these programs.

Additionally, fees collected from owners redeeming unaltered impounded animals known as the “state fee” are used to fund these programs (Food & Agricultural Code sections 30804.7(a) [dogs] and 31751.7 [cats]). State law mandates this fee and its intent is to encourage people to spay/neuter their pets. Food & Agricultural Code sections 30503(d) and 31751.3(d) mandates the funds be spent only for programs to spay and neuter dogs and cats.

The \$6.00 adoption fee is the basic adoption fee set by the City of Tracy’s Master Fee Schedule.

Spay and Neuter

The Animal Shelter’s spay/neuter policy is part of the Adoption Policy detailed under section G(2) of the Tracy Animal Services Manual. Animals are surgically sterilized prior to going home to a new owner unless there is a medical issue causing it to be unsafe to conduct the procedure. In these cases, Animal Services still collects the spay/neuter fee and makes an appointment for the new owner with the veterinarian. Follow up is conducted to ensure compliance at the appropriate time. This policy is in accordance with Food and Agriculture Code 30503 and 31751.3, and T.M.C 5.08.130.

G) Adoption Policy

- 1) Pursuant to TMC 508.130(i), animals shall be available for adoption after the mandated 5 day holding period and after they have passed temperament testing.
- 2) All adopted cats and dogs must be surgically sterilized prior to going home with the new owner.
- 3) All dogs adopted to City of Tracy residents shall be licensed prior to going home with the new owner.
- 4) Cats (and dogs adopted to non-residents of Tracy) shall be issued a temporary identification tag prior to going home with the new owner.
- 5) Cats shall be released to their new owners in a proper cat carrying box or cage. The new cat owner may provide his/her own cat carrier or the shelter shall include the cost of such a carrier in the adoption price.
- 6) The employee processing the animal adoption shall complete the Chameleon kennel window and initiate a Chameleon receipt.
- 7) Fees charged shall include: adoption fee, spay/neuter fee (when applicable), rabies vaccination (for dogs – unless proof exists that the dog

is currently vaccinated), dog license, temporary collar and identification (when applicable), cat boxes.

Cooperative Agreements

Per the Tracy Animal Services Manual Section H, it is the policy of Tracy Animal Services to co-operate with and utilize the services of accredited Animal Rescue Agencies. Agencies are required to provide the City with a copy of their 501(c)(3) letter and a list of persons authorized to take possession of animals under their program. Additionally, at the time an animal is taken they must sign a rescue contract stating they will have the animal sterilized and provide proof of such within 30 days. This Policy is compliant with Food and Agriculture Code 30503 and 31751.3.

H) Animal Rescue Agencies:

It is the policy of Tracy Animal Services to co-operate with and utilize the services of accredited Animal Rescue Agencies.

- 1) Animals will be made available to rescue agencies 2 days after the expiration of the retention period. In times of extreme shelter crowding, the 2 days may be waived; though at no time shall the mandated retention period be waved or shortened.
- 2) Animals shall be provided free-of-charge to the rescue agency.
- 3) The employee shall initiate an Animal Rescue Contract. The employee shall ensure the form includes the current date, animal ID number, breed, description, age and gender of the animal. The employee shall ensure the agency's name, name of representative, address and telephone number are completed on the form.
- 4) The employee shall have the rescue agency representative sign the contract and issued a copy of the contract.
- 5) The rescue agency shall be responsible to vaccinate and sterilize unaltered animals.
- 6) The employee shall enter the agency information on the Chameleon kennel window.
- 7) Rescue agency activity at the shelter shall be conducted during posted business hours
- 8) It is the responsibility of the rescue agency to ensure the shelter has a 501(c)(3) letter on file as well as a current "pull list" of persons eligible to take animals under their rescue
- 9) Rescue agencies shall take possession of animals within 24 hrs. of noticing shelter staff they will take an animal

Vaccinations

Animal Services does not currently have a funded vaccine program. In order to vaccinate animals, a donation fund is utilized to vaccinate puppies and kittens as close to intake as possible. To preserve the donation fund for the many services it aids, it is not possible to vaccinate all animals.

Animal Services coordinates with V.I.P., a mobile pet clinic. The pet clinic visits the shelter and offers low cost vaccines to the public every Sunday from 1-2:30.

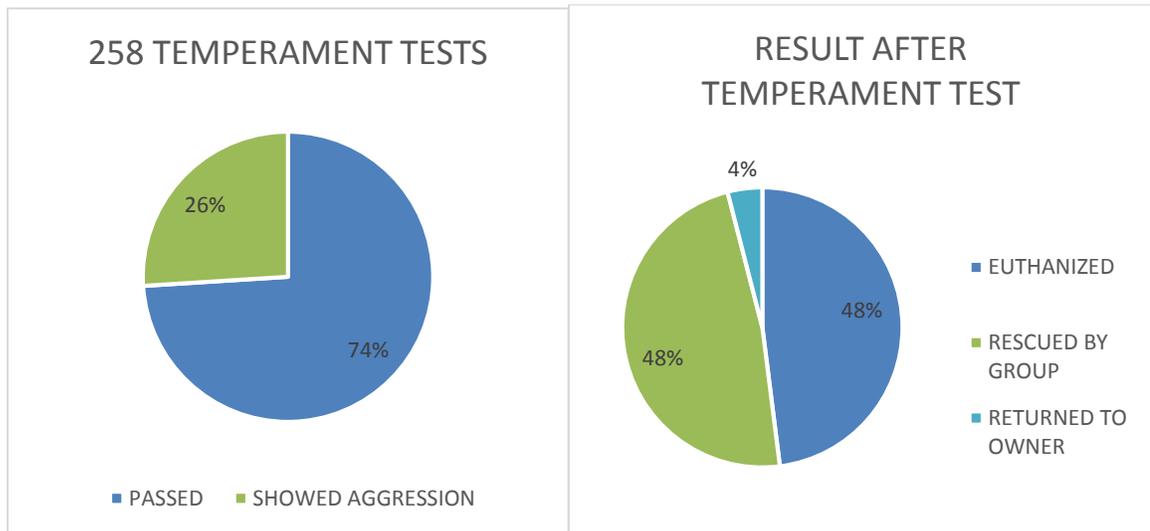
Behavioral Assessments

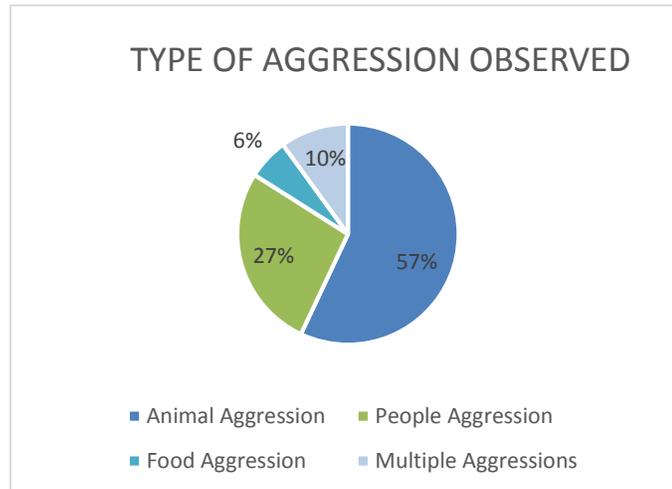
Animal Services staff use techniques taught by the SPCA to determine animal temperament and are consistent with other SPCA shelters. The SAFER testing model includes assessing the animal's behavior from the time of intake and on-going assessment through the entire duration of their stay. Staff is trained to constantly monitor the animal's body language and other behaviors that indicate animal stress, pain and suffering as well as behaviors that indicate they are successfully adapting to the shelter environment.

The ASPCA® SAFER™ is a seven item aggression assessment that identifies the dog's comfort level with restraint and touch, reaction to new experiences including movement and sound stimuli, bite inhibition, behavior around food and toys, and arousal level toward other dogs. The dog's behavioral response to these assessment items and the organization's Standard Operating Procedures (SOP) determine the next steps to be taken with the dog.

Not every animal that comes to the shelter needs a temperament test. Some animals exhibit no behavior warranting the need for a test; however, staff monitors all animals during the duration of their stay to watch for changes in behavior that may determine the need for additional testing.

In 2018, 915 dogs were impounded at the shelter. Staff conducted tests on 258 dogs (28%). 191 dogs (71%) passed the temperament tests and 67 failed (26%). 38 (57%) were determined to be animal aggressive, 18 (27%) were people aggressive, 4 (6%) were food aggressive, and 7 (10%) were found to have multiple aggressions. 32 (48%) of the dogs that failed temperament tests were rescued by rescue groups, 32 (48%) were euthanized, and 3 (4%) were returned to their owner.





BUDGET

Animal Services operates on a \$979,000 budget (Exhibit C). \$840,048 is allocated to personnel. Approximately \$139,000 remains to conduct shelter operations to include waste disposal, building maintenance, data, telephone, and computer services, office supplies, and other costs associated with shelter operations. As previously reported, \$5,500 is allocated for medical services.

Animal Services relies heavily on a donation fund to fill the gap in veterinary services and low cost adoptions. The donation fund is dwindling and Animal Services has seen a reduction in the balance from \$69,000 in 2017 to \$24,500 in 2019. Animal Services must retain a balance in the donation fund to aid in emergency medical services if needed. For example, if a stray dog comes into the shelter with a broken leg, the shelter must take measures to provide medical treatment as a broken leg would not warrant euthanasia. Without the donation fund to supplement the overall budget, extra services will not be possible.

TRAINING

Per the Tracy Police Department’s Training Plan, Animal Control Officers and the Supervisor receive specific mandatory, essential, and desirable training.

ANIMAL SERVICES OFFICER

Training	Hours	Frequency
MANDATORY		
Arrest and firearms – PC 832	64	Once
Euthanasia Certification	In house	Once
National Animal Control Assoc Academy – Level 1	40	Once
National Animal Control Assoc Academy – Level 2	40	Once
ESSENTIAL		
Bite Stick Training		Once
OC Training	In house	Once

National Animal Control Assoc Academy – Level 3	40	Once
DESIRABLE		
Nat'l Assoc of A/C Officers – Seminars	Varies	Varies

ANIMAL SERVICES SUPERVISOR

(Courses in addition to ASO requirements above)

Training	Hours	Frequency
MANDATORY		
Civilian Supervisor Course	80	Once
ESSENTIAL		
Assertive Supervision	24	Once
DESIRABLE		

In addition to the training plan, Animal Services staff receives continuing education in areas such as animal control, cruelty to animals, and other courses designed to maintain and improve skills.

In February 2019 on-line training provided by ASPCApro.org was disseminated to staff in order to provide training on various topics such as utilization of social media in animal services, enrichment and behavior, and animal health just to name a few.

In April 2019, four staff members are scheduled to attend the Chameleon Conference which will provide training on the Chameleon software system currently utilized at the shelter, as well as training in medical operations, field operations, kennel operations, and front office operations.

CONCERNS FROM PRIOR CITY COUNCIL MEETINGS

Communication and Transparency

Animal Services voluntarily and routinely disseminates emails to rescue groups as animals become available. The email provides information pertaining to specific animals available for rescue and contains pictures, identifying information, temperament information, and staff observations made during the animal's stay. Animal Services staff sends this communication as a courtesy and a customer service tool and with the plan that it will aid in the successful rescue of more animals. There is no law or policy that mandates that Animal Services send out this type of communication. Food and Agriculture 31108 states that Animal Services must make animals available to rescue groups, and does not dictate that Animal Services staff must communicate with rescue groups. Animal Services is in compliance with the laws by making the animals available for adoption and to 503(c)(3) organizations, and by providing information about the animals on Pet Harbor. This email is an added enhancement and a duplication of effort, as information on all animals housed at the shelter is available through the use of the animal shelter's software program, Chameleon. Chameleon links to a public website, Petharbor.Com, and provides intake information, a picture of the animal, available date information, and classification of the animal immediately after the intake of the animal.

As previously reported, staff routinely collaborates with over 100 Animal Rescue Groups in accordance with state law and the Tracy Municipal Code to make animals available for rescue. At the council meeting on December 18, 2018, there was concern that staff misrepresented the number of rescue groups it contacts because the address line in the Animal Services' Rescue email contained duplicate names and several recipients from the same rescue group. In actuality, Tracy Animal Services works with 120 rescue groups (Exhibit B). The rescue email is sent out on a routine basis, based on animal availability, and only includes those rescue groups who desire to receive this communication. Many of the groups have requested contact only when Animal Services has an animal that meets their need. For an example, a specialized bulldog group only wants contact when the shelter has a bulldog.

Another added enhancement and communication tool is the utilization of the City of Tracy's Animal Services Facebook page. This page is dedicated to the advertisement of animals that are available to the public for adoption. Again, this is another tool staff uses in order to disseminate information in an effort to find more animals a home. By using this tool, followers can see what animals are available without having to visit the Animal Shelter.

In addition to the daily information provided at PetHarbor.Com, Facebook, and the Animal Shelter routine rescue email, the public has the ability to request any documents or records pursuant to the California Public Records Act. In October 2018, the City of Tracy launched a public website, Next Request (cityoftracy.nextrequest.com), to streamline the public records requests and make it easier for a citizen to request records and documents from any City department. Since its inception, Animal Services has received and processed 28 public records requests. Approximately 26 hours of personnel time has been spent responding to these requests. The information released has been records regarding detailed budgetary items such as expenditures and revenues from Animal Services donation funds, specific animal information such as intake and outcome information, kennel location, temperament notes, and vaccination information. Intake and outcome reports have been released as well as any video captured regarding an animal.

Euthanasia

Upon hiring, Animal Services employees attend training and receive certification for euthanasia. Various organizations provide euthanasia training and Animal Services staff members have attended courses offered by Stanislaus County Animal Services and SPCA. Once certified, there is no legal mandate or requirement to attend updated courses.

When making the determination regarding the disposition of an animal staff must consider a number of factors prior to euthanizing an animal and euthanasia is always considered as a last resort option. Staff must factor in an animal's physical and mental well-being, confinement related behavioral issues, the space available in the shelter, and budgetary constraints.

When euthanizing animals, staff has options available to them to aid in the process. Some of the questions from the community have been in regards to the use of squeeze cages and the use of pre-euthanizing drugs prior to euthanasia.

Squeeze cages and pre-euthanizing drugs are two options available to the staff to utilize in order to make the process as easy and humane as possible for the animal.

The Association of Shelter Veterinarians recommends the use of squeeze cages, feral cat boxes, or a humane box traps with dividers as the most humane options for restraining cats for injection. Animal Services uses a squeeze cage option, which is a restraint device that temporarily confines a fractious animal against a wall for a few moments so it can be safely injected.

Pre-euthanasia drugs are used in accordance with the guidelines set by The Humane Society of the United States that also conducted training for many of the staff members. For all feral cats, staff has initiated the practice of using sedation pre-euthanasia to reduce the suffering and to meet best practices standards. Dogs are generally sedated for handler safety.

Per the Humane Society's Euthanasia Training Manual, "Blanket policies requiring all animals to be given pre-euthanasia drugs are not always in the best interest of the animals or the organization, and should be carefully reconsidered. When appropriate, it is often best practice to hold and comfort an animal for direct IV or IP injection of sodium pentobarbital rather than injecting a pre-euthanasia anesthetic, but neglecting or refusing to use pre-euthanasia drugs when direct injection would cause the animal undue stress is equally ill-advised. A technician should not hesitate to use a pre-euthanasia drug when there is a clear need; no animal should ever be forced or excessively restrained for direct injection of sodium pentobarbital, for not only is that inhumane for the animal, it puts staff at unreasonable risk of serious injury. A good euthanasia technician must have a variety of options at their disposal and must be able to adapt to changing circumstances, and it is sound policy to allow technicians the discretion to choose the drugs and techniques most appropriate for each individual animal based on thorough training and the advice and guidance of consulting veterinarians."

"Squeeze Cage" for Cats

Squeeze cages are tools routinely used to control the movement of an animal in order to facilitate safe examination and vaccinations. An internal panel in the cage allows forward movement until the animal is firmly held in place.

In order to eliminate the stigma of the older cages used at the Animal Shelter, staff has purchased more modern versions of the cages, which are a necessity (See Exhibit D). Complete elimination of the squeeze cages, used for their intended purposes, is not a recommended measure.

Animal Shelter Capacity

The concept of shelter capacity has been the topic of several comments from the public during prior City Council meetings. The capacity of the shelter to appropriately house animals is a function of several factors, with the main three being availability of space,

ability to provide support and treatment, and the health and behavior of the animals. Discussing the concept of capacity from just a space availability perspective oversimplifies the discussion and ignores other factors that play a very significant role.

ADVISORY MEASURES

UC DAVIS

On March 13, 2019, members for the UC Davis Koret Shelter Medicine Program visited the shelter to provide follow up on previous work they have done with the Animal Shelter. During their visit they assessed the shelter and the current practices.

KELLEY BOLLEN

Kelley Bollen is a nationally recognized Certified Animal Behavior Consultant and an Adjunct Professor at the Cummings School of Veterinary Medicine at Tufts University, lecturing in both Shelter Medicine and Animal Behavior. Kelley Bollen visited the shelter on March 11, 2019 to conduct a review of the animal behavior assessment practices used at the Tracy Animal Shelter. Her report regarding her observations and recommendations for any improvements and training is expected in the next 2 weeks. (A list of some of Kelley Bollen's qualifications and experience are attached as Exhibit E.)

SHELTER VISITS AND SHELTER MANAGER INTERVIEWS

- Stockton
- Manteca
- Stanislaus County*
- Turlock

NEW MEASURES IMPLEMENTATION

The Tracy Police Department and Animal Services staff remain committed to constantly evaluating facilities, policies and procedures in light of national and regional standards. Examples of adjustments made or planned recently include:

EQUIPMENT

- Written instructions have been prepared and distributed to staff regarding consistency in documentation, specifically with citizen and address information, and resolves the issue of cross streets consistently being provided on every kennel tag.
- Body Cameras are being used during citizen contacts and behavioral assessments of animals to enhance transparency.
- Cell phones with cameras have been issued to Animal Control Officers to resolve the issue of using personal cell phones on duty to capture pictures of animals.
- Facility Cameras have been installed to further enhance transparency
- Replacement of old "squeeze cages" with newer models

PROCEDURES

- The addition of new cameras and phones address the need for pictures to be taken of every single animal upon intake, and resolves the concern that every animal's picture was not being taken.

- Rescue group email list altered to streamline the shelter contact information to avoid confusion as to who to contact and when.
- Internal email distribution list has been modified to ensure information does not get missed in the event an employee is on vacation or sick.
- Lost Animal reports can be provided electronically to citizens who cannot visit the shelter. The form is also being revised in order to provide mandated information pursuant to Food and Agricultural Code section 32001.
- Securing an additional Administrative Assistant to have reception duties, rescue coordination, phone calls returned, etc. on a daily basis.
- Several consultants including San Francisco ASPCA, UC Davis, Humane Network, and Kelley Bollen have been contacted to discuss the shelter, its policies, and procedures to obtain independent opinions and recommendations regarding our current practices in comparison to national standards.

POLICY

In what would constitute a major policy change for the operation of the Animal Shelter, staff is considering making adjustments to our policy and reviewing the option to reduce or eliminate the category of “rescue only” animals. Instead, staff is considering a policy that emphasizes two categories of dogs, ADOPTABLE and NOT PUBLICLY ADOPTABLE. The not adoptable category will include, as prescribed by law, animals which fall in the categories of vicious, potentially dangerous (TMC definitions) or those restricted from adoption by the Penal Code.

Staff anticipates the review of this policy to be complete within 90 days, however implementation may take longer, pending the development of all necessary new procedures and forms. It should be noted that at this moment, work is still underway to fully research and discuss with recognized experts the implications of such a policy change, with an emphasis on making a decision that best serves the community and fulfills the obligation to ensure public safety.

PARTNERSHIP EXPERIENCES

In reviewing the operation of the Animal Services Division and the Animal Shelter, staff sought input from as many sources as possible. This included visiting other similar shelters in the region and interviewing their managers, discussions with other Police Chiefs in San Joaquin County who oversee Animal Services Divisions, informal conversations with members of the community, meetings with Tracy Animal Services staff as well as meetings with representatives of several rescue groups. While some of the conversations have been difficult, staff continues to seek as much common ground as possible with all the stakeholders in order to form a foundation for a service that brings value to all members of the community.

FISCAL IMPACT

There is no fiscal impact associated with this action. This report provides informational data only. All costs associated with research, consultants and additional equipment have been absorbed through the funds already available in the current budget.

STRATEGIC PLAN

This agenda item is an informational item and relates to the Council's Strategic Plan in the area of Safety and the Mayor's Five-Point Plan in working with Public Safety to enhance our community safety.

RECOMMENDATION

It is recommended City Council receive the report and discuss services provided by the Animal Services Division.

Prepared by: Beth Lyons-McCarthy, Support Operations Manager

Reviewed by: Alex Neicu, Interim Chief of Police
Andrew Malik, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS:

- Exhibit A: Tracy Animal Services Manual
- Exhibit B: Tracy Animal Services Rescue Groups
- Exhibit C: Tracy Animal Services Budget
- Exhibit D: Illustration of Squeeze Cage
- Exhibit E: Kelley Bollen qualifications

TRACY POLICE DEPARTMENT



ANIMAL SERVICES MANUAL

2015

(Revised ...)

This manual provides guidance for program operation of the Animal Services unit. It is the intent to provide managers, supervisors, and other employees with essential information in order to understand and conduct the program.

The Tracy Animal Services Department's employees will dedicate themselves to aiding animals and society by providing the best service to the citizens and animals of Tracy through professional and courteous service. The Tracy Animal Services Department strives for community compliance of state and local laws relating to the ownership and care of animals. The department shall promote responsible pet ownership.

In order to assist in accomplishing this goal, operating policies and procedures have been set forth in this manual for Animal Services Employees to follow. While not every possible set of circumstances can be addressed, every effort has been made to cover pertinent areas.

Every Animal Services Employee must be familiar with this manual and other referenced manuals, policies, procedures, ordinances, State laws and regulations. Animal Services Employees shall conduct themselves in accordance with the guidelines set forth therein. Animal Services Employees should refer to this manual when questions arise and periodically review the material.

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**Chapter 1
Shelter Services**

Shelter Operations

A) Visitors/Citizens:

- 1) Citizens visiting the shelter are to be received in a professional manner and should not be made to wait unnecessarily for assistance. Information given is to be correct and accurate. The impressions that Animal Services Department employees make in carrying out their duties reflect upon themselves, the Department and the City. Kennel staff must interact with the staff, the public and volunteers in a pleasant, courteous and fair manner. They should at all times avoid even a hint of rudeness or indifference.
- 2) Citizens (including children) are to be politely cautioned not to put hands in cages to avoid bites and the transfer of diseases. Shoes must be worn by all citizens entering the shelter.
- 3) Minors must be accompanied by an adult
- 4) Animals will not be adopted to minors
- 5) Requests for boarding service or requests to hold an animal pending a decision to adopt an animal by a citizen should be denied.

B) Employee Conduct

- 1) Employees wishing to adopt an animal shall observe the legal holding period. Employees shall pay the set adoption fee including the spay/neuter fee for unaltered animals.
- 2) Fostered domestic animals remain City property and shall be returned upon reaching adoptable age.
- 3) Employees shall not foster/rehabilitate wildlife, as this requires Fish & Game licensing
- 4) Medications shall be used as intended by the manufacturer and only by properly credentialed personnel.
- 5) Any personal transaction an employee wishes to complete for a City service (dog license, animal adoption, etc.) shall be completed by a second employee.
- 6) Fees shall not be adjusted without the consent of the Animal Services Supervisor.

C) Shelter Safety:

1. Wash hands after handling animals
2. Wear protective gloves when handling sick animals
3. Use protective equipment when handling aggressive animals.
4. Wear eye protection when warranted.
5. Keep cages, kennels, appropriate doors and gates closed and locked at all times. This will prevent the escape of animals and the unauthorized entry of citizens.
6. Dry wet areas and replace hoses in the appropriate areas. If you are aware of a slick surface place a cone in the area or barricade it until it can be properly cleaned of the hazard..
7. In cases of fires not readily controlled with the fire extinguisher, evacuate the shelter and notify the fire department.

D) Impounded Animals:

It is the policy of the Tracy Animal Services to comply with all applicable local, state and federal regulations that govern these topics. It is also the policy of the Tracy Animal Services to make every reasonable effort to re-unite owners with lost animals.

E) Impound Types: Impounds generally into three categories: routine stray, confiscate (protective custody) and owner surrender.

- 1) Routine Stray – Animals which are impounded running at large and unaccompanied.
- 2) Confiscate – Includes biting animals impounded for shelter quarantine, animals under an animal cruelty investigation and animals impounded when the owner is unable to care for it (owner arrested, deceased, hospitalized etc.)
- 3) Owner Surrender – Animals in which the ownership is surrendered to the City of Tracy.

F) Shelter Impounds: When a citizen brings a stray animal to the shelter, the employee shall do the following:

- 1) Check the animal for identification (dog license, I.D. tag etc.)
- 2) Scan the animal for a microchip.

- 3) Conduct a cursory health check on the animal.
- 4) Photograph the animal.
- 5) Place the animal in the proper cage/kennel.
- 6) Owners wishing to surrender animals with severe injuries or for euthanasia shall be referred to local veterinarians.
- 7) Create a kennel record in Chameleon including uploading of photograph.
- 8) An employee impounding an owner surrender animal shall have the owner initiate a "Pet Profile Form", issue the owner a receipt for the relinquishment fee, and initiate the same impoundment procedures as a stray animal.
- 9) It is the duty of the impounding employee to transport, or to arrange for transport, any injured animal to a veterinarian. At no time shall an animal with a threatening or painful condition be left in a kennel. If in doubt of condition, arrange veterinarian treatment.
- 10) When an animal is wearing identification, it is the duty of the impounding employee to attempt to contact the owner as soon as possible after impoundment. If contact upon impoundment is unsuccessful, the kennel aid shall attempt contact daily until the end of the holding period.
- 11) An animal on the verge of death shall be humanely euthanized to prevent suffering.
- 12) Animals surrendered by owner shall be accepted by appointment to help regulate shelter crowding. Animals may be surrendered immediately when special circumstances such as public safety exist.
- 13) In the event a biting animal is brought to the shelter, the employee shall place the animal in the quarantine kennel section (for dogs) or hospital section (for cats) and appropriately note in Chameleon.

G) Adoption Policy

- 1) Animals shall be available for adoption after the mandated 5 day holding period and after they have passed temperament testing.
- 2) All adopted cats and dogs must be surgically sterilized prior to going home with the new owner.
- 3) All dogs adopted to City of Tracy residents shall be licensed prior to going home with the new owner.
- 4) Cats (and dogs adopted to non-residents of Tracy) shall be issued a temporary identification tag prior to going home with the new owner.
- 5) Cats shall be released to their new owners in a proper cat carrying box or cage. The new cat owner may provide his/her own cat carrier or the shelter shall include the cost of such a carrier in the adoption price.

- 6) The employee processing the animal adoption shall complete the Chameleon kennel window and initiate a Chameleon receipt.
- 7) Fees charged shall include: adoption fee, spay/neuter fee (when applicable), rabies vaccination (for dogs – unless proof exists that the dog is currently vaccinated), dog license, temporary collar and identification (when applicable), cat boxes.

H) Animal Redemption:

- 1) When an animal owner comes to redeem an animal, it shall be incumbent on the employees to verify (to whatever extent possible) ownership of the animal. Some examples include identification matching dog license information, pictures of the animal, animal reaction to the person or knowledge of distinguishing features.
- 2) There are several factors that come into play when calculating the impound fee.
- 3) Impound fee- Additional charges for prior impounds
- 4) Dog license - Must be included for unlicensed dogs residing in Tracy
- 5) Intact at large fee – For unaltered dogs picked as strays (not applicable for confiscated dogs or dogs impounded on private property). This fee also increases for prior impounds and is mandated by the State.
- 6) Rabies vaccination: (For dogs) Unless the owner provides proof the dog is currently vaccinated. Chameleon will print out a rabies vaccination voucher which the dog owner will take to the veterinarian for the service.
- 7) Temporary collar and identification: Never send an animal home without some form of identification.
- 8) Cat box – Should be charged when a cat owner cannot provide his/her own. Never allow a cat to go home loose in a car.
- 9) Board and care – Fee is charged for every day the animal is at the shelter.
- 10) Tax – Automatically added for applicable items.
- 11) The employee shall generate a Chameleon receipt including the applicable fees and issue a copy to the animal owner. Chameleon will automatically list the current price and total the fee.

I) Animal Rescue Agencies:

It is the policy of Tracy Animal Services to co-operate with and utilize the services of accredited Animal Rescue Agencies.

- 1) Animals will be made available to rescue agencies 2 days after the expiration of the retention period. In times of extreme shelter crowding, the 2 days may be waived; though at no time shall the mandated retention period be waived or shortened.
- 2) Animals shall be provided free-of-charge to the rescue agency.
- 3) The employee shall initiate an Animal Rescue Contract. The employee shall ensure the form includes the current date, animal ID number, breed, description, age and gender of the animal. The employee shall ensure the agency's name, name of representative, address and telephone number are completed on the form.
- 4) The employee shall have the rescue agency representative sign the contract and issued a copy of the contract.
- 5) The rescue agency shall be responsible to vaccinate and sterilize un-altered animals.
- 6) The employee shall enter the agency information on the Chameleon kennel window.
- 7) Rescue agency activity at the shelter shall be conducted during posted business hours.
- 8) It is the responsibility of the rescue agency to ensure the shelter has a 501(c)(3) letter on file as well as a current "pull list" of persons eligible to take animals under their rescue.
- 9) Rescue agencies shall take possession of animals within 24 hrs. of noticing shelter staff they will take an animal.

J) Volunteer Standards

- 1) Volunteers are expected to work at the direction of shelter staff.
- 2) Volunteers shall complete the City of Tracy Animal Services Volunteer training class prior to their first day of work.
- 3) Volunteers shall at all times treat the public with respect and with a "customer service attitude".

- 4) Volunteers shall wear clothing and footwear appropriate for the conditions. Open-toe shoes, sandals or clothing with vulgar words shall not be worn.
- 5) Volunteers shall treat the animals with kindness.
- 6) Volunteers shall always make safety their top priority. All animals are capable of biting and caution should always be taken. Use of equipment shall only be done under the direction of shelter staff.
- 7) Volunteers shall complete their work day no later than 5:30 P.M.
- 8) Failure to adhere to these standards may result in being asked to leave for the day or removal from the program.

Cleaning Protocol

All inhabited dog kennels and cat cages should be cleaned daily.
Uninhabited cages should be cleaned weekly (closed Mondays).

A) Cats

- 1) It is imperative to use low stress methods to clean cat cages. Stress, as much as contagions, contribute to illnesses. Avoid moving the cat out of its cage when possible.
- 2) Separate cat cage by lowering guillotine door.
- 3) Use clean towel/brush and cleaning solution to wipe down all surfaces.
- 4) Replace litter boxes with fresh litter.
- 5) Provide fresh food and water.
- 6) Provide clean bedding material.
- 7) Dry cat cage.
- 8) Ensure a cage card is present.
- 9) Utilize gloves and face mask when handling chemicals.
- 10) Launder soiled bedding.

B) Dogs

- 1) Separate dog into opposite side of kennel to be cleaned
- 2) Remove all debris (toys, food dishes, bedding, etc.).
- 3) Scoop and remove feces.
- 4) Utilize the spraymaster system to water down the floor and walls removing urine and particulates.
- 5) Utilize the chemical feature of the spraymaster system to disinfect the kennel.
- 6) Clean flooring in kennel walkway.

- 7) Use a squeegee or towel to remove excess water.
- 8) Provide fresh food, water and bedding.
- 9) Launder soiled bedding.

C) Laundry protocol

- 1) All laundry should be cleaned on the “hot” setting, (194 degrees) with provided detergent and 1 cup of bleach to ensure proper disinfection.

Chapter 2
Field Services

Field Services

A) Call Priority:

Calls for service from a citizen and incidents observed by ASOs shall be handled on a priority basis depending on the risk to public health and safety. The following list is to be for general guidelines only. Some calls may be deemed higher in priority at the ASO's discretion if unusual conditions exist.

1. Rabid suspect animals
2. Stray "at large" biting animals
3. Livestock on roadways
4. Stray aggressive animals
5. Stray injured animals
6. Priority cruelty complaints (i.e. dog in hot car).
7. Stray animals in roadways
8. Stray "at large" dogs or stray confined dogs on school property
9. Routine stray "at large" dogs
10. Routine animal welfare checks
11. Deceased animals
12. Nuisance barking/rooster complaints, too many pets, etc.

B) Field Impounds:

- 1) Dogs are considered private property and shall not be impounded unless a violation exists that warrants impound. Special care must be taken when impounding an animal off private property.
- 2) In accordance with TMC, ASOs have the right and duty to impound animals (domestic and poultry) observed running "at large". "At large" shall be construed to mean unaccompanied and on any public street or place, or to trespass on the property of another.
- 3) ASOs may impound from any land, private or public, any dog or animal that constitutes a safety threat to any person.
- 4) Dogs may not be impounded for an "at large" violation when the dog has not strayed from private property controlled by the dog's owner or on private property to which the dog owner or person who has a right to control the dog has a right of possession. The Government Code also states that dogs which are observed to be at large, but then return home,

- shall not be impounded if an owner is home. ASOs may issue a citation in these instances. If the dog returns home and no owners are present, the dog may be impounded, provided the ASO leaves a written notice of impound in a conspicuous location.
- 5) Animals may not be immediately impounded from residences where the owner has been evicted. In such cases the landlord must store all property (including animals) for 15 days after posting of eviction notice. After 15 days the animal shall be deemed abandoned and may be impounded at the request of the landlord.
 - 6) ASOs may and shall impound any dog running at large which has been declared "Potentially Dangerous" or "Vicious" under the Tracy Municipal Code or found to be in violation of terms of maintenance as stated in a "Potentially Dangerous" or "Vicious" declaration. The impoundment of these dogs shall be immediately brought to the attention of the Animal Services Supervisor.
 - 7) ASOs may not impound any animal which was delivered to a veterinarian, kennel, grooming parlor or animal care facility in which the animal was brought by its owner for service but fails to pick up. This does not include stray animals that a citizen drops off at such a location.
 - 8) Upon return to the Animal Shelter, it is the duty of the ASO to initiate impound procedures as stated under "Shelter Impounds".

This section is in compliance with: TMC 5.08.230, P.C. 491, 53074 CGC, 1174 CCP, CG 1834.5

C) Impound Methods

There are several forms of restraint available to the ASO depending on the temperament of the animal you are handling. The rule of thumb is use the least amount of restraint needed to safely handle the animal. Learning the various methods of restraint will require hands-on training, but here is a brief description of 5 methods: Leash, physical, catch pole, net, chemical.

- 1) Leash: The leash is the most common tool used by ASOs. The majority of dogs will lead with a leash, although some may require a bit of coaxing. If an animal refuses to walk on a leash, and is of an appropriate size and temperament, it should be carried.
- 2) Physical: Physical restraint is commonly used in routine treatments and euthanasia of the animals. The least amount of restraint needed to safely control the animal is what should be used.
- 3) Catch Pole: This is a metal pole with a loop on one end. The loop is placed around the neck of the animal, near the base of the head, and tightened just enough to keep it from slipping off. The metal pole serves as protection to the ASO by keeping the animal at a distance from the handler. Great care must be exercised when using a catchpole, because of the risk of causing harm to the animal. Animals will resist the pole, and may bite it, damaging their teeth/mouth. If the loop is tightened too much you could strangle the animal. The catchpole is a very effective tool when used properly.
- 4) Net: The net is an excellent tool for handling feral cats. With the net you can move a feral cat from one place to another without causing the stress that using a catchpole would cause. It requires practice to become proficient at its use, but is well worth the effort.
- 5) Chemical: When it is unsafe for an ASO to handle an animal, or if the other methods will cause extreme stress on the animal, chemicals (tranquilizers) will make the animal more handleable. These chemicals may also be used by ASOs in darting equipment to capture animals.

The following are the procedures for utilizing chemical capture:

Chemical capture should only be used by qualified employees who have:

- 1) completed an accredited chemical capture class
- 2) are familiar with and authorized to use the immobilizing drug
- 3) are familiar with the delivery rifle or pistol

Chemical capture may be considered when conventional means of impoundment have failed, and it is imperative the animal be contained. Just because an animal is difficult to contain or “uncatchable” does not necessarily warrant the use. The following are some situations where the use might be considered:

- 1) aggressive animals creating safety concerns
- 2) rabies suspect animals
- 3) difficult to contain animals creating severe traffic safety concerns
- 4) wild or feral dogs
- 5) sick or injured animals who are suffering

Safety is of paramount concern. A chemical capture rifle or pistol should be treated as any firearm. It should never be pointed at a person and the safety of the area beyond the target always be considered.

Special consideration should be given to the surrounding environment prior to deployment, such as vehicle traffic, bodies of water or cliffs, as the sedated animal may stumble into harm’s way. Except in very severe situations, it should not be used on animals weighing less than 25 pounds as the impact of the dart itself may severely injure or kill the animal.

Utilizing chemical capture alone should be avoided. Have at least one other person on scene to help in case of accidental injury or drug exposure, follow the animal, help with crowd control and monitor dart flight path. All efforts to locate darts from missed shots shall be made as they contain a controlled narcotic.

The preferred target on the animal should be the hindquarters with the shooter at a 90 degree angle to the animal. Shots with the animal directly facing the shooter should be avoided. It can be helpful to have a “distractor” get the animal’s attention and aid in positioning the animal for an appropriate shot.

Post capture animals should be transported to a veterinarian for treatment (if needed), observation while recuperating from the drug and dart removal (if needed). The shooter shall submit a “Chemical Immobilization Field Report Form” to the Animal Services Supervisor.

D) Rescuing Animals From Trees, Roofs, Fences etc:

- 1) ASOs may be assigned to investigate reports of animals in trees etc., but will not attempt rescue if it involves climbing on roofs or up in trees. Animal Services does not have the equipment, training, tools or manpower required to retrieve cats, dogs and other types of animals from telephone poles, trees, roof tops or under buildings. The reporting party should be advised that most animals would come down or free itself if left alone and allowed the opportunity. Animal owners can be referred to a tree service that may be able to assist them in removing their animal. Extreme circumstances should be referred to the Animal Services Supervisor.

E) Animals In Distress:

- 1) Officers should immediately attempt to contact the property owner or reporting party and assess the situation. If unable to immediately locate the property owner or reporting party, and no other information is available, thoroughly check the location for the animal in distress.

Animals that are tangled or their movement is restricted by rope or chain should be freed by:

- 1) Untangling the animal from the anchor point if possible.
- 2) Untangling the animal from a point closest to the animal, but outside of its reach to avoid injury to the ASO.
- 3) Cautiously untangling the animal at the collar, harness, or halter in such a way to avoid injury to the ASO
- 4) If necessary by cutting the rope or chain. Heavy bolt cutters are available at the shelter or police department in non-life threatening circumstances, and can be sent to the requesting ASO's location. In an urgent situation, the supervisor may request assistance from the Tracy Fire Department.
- 5) Plan and prepare for the containment of the animal prior to it being freed.

Animals that are suspended from ropes or chains should be freed by:

- 1) Untangling the animal from the anchor point if possible.
- 2) Untangling the animal from a point closest to the animal, but outside of its reach to avoid injury to the ASO.

- 3) If necessary by cutting the rope or chain. If the animal is in extreme distress and appropriate tools are not immediately available, it may be necessary to push or pull the animal over the obstacle, or dismantle the obstacle to provide immediate relief. When this is not possible, the animal should be supported in such a way to be provided relief and additional assistance should be requested.
- 4) Plan and prepare for the containment of the animal prior to it being freed.

F) Barking Dog Complaint: In accordance with the Tracy Municipal Code, animal care services will respond and investigate complaints of excessive animal noise. For first time complaints, a Chameleon activity shall be generated as well a barking dog letter. When additional complaints are received, the employee shall attempt to ascertain if the animal is currently barking. If the reporting person states that a violation is currently in progress, a call for service shall be initiated for an ASO to respond and investigate. The ASO shall position themselves in a location near the dog owner's house and listen for excessive animal noise. If the ASO is satisfied the level and duration of noise constitute a violation, the ASO may issue a citation to the dog owner, custodian or homeowner. In circumstances where the ASO is unable to make contact at the dog owner's house (no answer at door) a notice of violation shall be posted and an Administrative Citation may be issued.

When a complaint of excessive noise is received that is not in progress, the employee shall request the reporting person call for service when a violation is in progress. The reporting person should be advised to call the Tracy Police Department for violations occurring during Animal Services off-hours.

Quarantine – Rabies Control

A) Domestic Dog or Cat vs. Human

- 1) In accordance with state law, every cat or dog that bites a human shall be quarantined for **10 days** from the date of the bite. For quarantine purposes, the severity of the bite is not relevant. Any puncture, tear or injury caused by an animal's tooth that penetrates a person's skin shall be considered a bite. Topical injuries that do not break the skin (such as bruising) are not considered a bite.
- 2) It is the policy of the Tracy Animal Services to "quarantine upon report". If an ASO has a reasonable belief that an animal has bitten a person, the ASO shall initiate a quarantine.
- 3) An animal under quarantine shall have no direct contact with persons or animals it did not have contact with immediately prior to the bite. The animal shall remain in the quarantine area for the duration of the quarantine period. The animal will not be taken on walks or for rides in a vehicle, etc.
- 4) Tracy Animal Services shall respond to the animal owner's residence and observe the health of the animal. If the animal shows signs of rabies, the animal shall be immediately impounded and transported to a licensed veterinarian.
- 5) Stray biting animals shall be impounded and quarantined at the Tracy Animal Shelter.
- 6) Healthy animals may be quarantined at the owner's residence or the Tracy Animal Shelter. The ASO may impose quarantine at the owner's residence if the owner is willing to abide by the listed restrictions. The animal owner's residence must have a yard with secure fencing of sufficient height to keep the animal contained. Biting dogs that reside at residences with insufficient facilities shall be impounded for quarantine at the Animal Shelter.
- 7) Animals inflicting severe injuries or with a history of prior bites shall be impounded for shelter quarantine. Circumstances of these bites shall be brought to the attention of the Animal Services Supervisor for a possible "Potentially Dangerous" or "Vicious" dog investigation.
- 8) At the completion of the quarantine period, animals will be released from quarantine by an ASO. The ASO will observe

the health of the animal for signs of rabies. Animals showing symptoms of rabies shall be immediately impounded and transported to a licensed veterinarian.

- 9) Biting animals that die after biting or under quarantine shall be taken to the county veterinarian for rabies testing.
- 10) The ASO investigating the bite shall generate an animal bite report and Crime Report face sheet listing the victim, circumstances of the bite, nature of injury, animal owner and location of quarantine. At the conclusion of the quarantine period, a supplemental report will be generated by the ASO stating the observed health of the animal and the release from quarantine.
- 11) In cases which a stray animal has bitten a person and the ASO is unable to locate the animal, a Stray Bite Patrol will be generated in which ASOs shall on a daily basis for 10 days from the date of bite, make an area check in an attempt to locate the animal.

B) Wildlife vs. Human

- 1) When a person is bitten or scratched by wildlife (mammal, non-varmint or lagomorphs), Tracy Animal Services will respond and make every effort to impound the animal. Lagomorphs includes plant-eating mammals such as rabbits, hares or pikas.
- 2) Impounded biting wildlife shall be euthanized and taken to the county veterinarian for rabies testing (F.R.A.).
- 3) In cases where the ASO is unable to impound the animal, the circumstances of the bite and victim information shall be given to the County Health Department for determination of anti-rabies treatment. The ASO will generate a bite report.

C) Wildlife vs Domestic Animal

- 1) When a domestic cat or dog bites, is bitten/scratched, or has intimate contact such as fighting with wildlife (mammals, non-varmint or lagomorphs), Tracy Animal Services shall respond and make every effort to impound the wildlife. The domestic animal and the wild animal shall each be quarantined.
- 2) The domestic animal shall be quarantined for either 30 days (for currently vaccinated animals with vaccine given at least 30 days prior to contact) or 6 months (for unvaccinated animals or animals with vaccinations given within the last 30 days).

- 3) In cases which the circumstances warrant a 30 day quarantine, the ASO shall issue the domestic animal owner a “Veterinarian Agreement” for the animal to be revaccinated within 48 hours. The 30 day quarantine starts after the domestic animal has been revaccinated.
- 4) In cases where the wildlife is impounded, the animal shall be euthanized and transported to the county veterinarian for rabies testing (F.R.A.). If the animal tests negative, the quarantine on the domestic animal can be lifted.
- 5) The ASO shall generate a bite report.

D) Domestic vs. Domestic

Domestic animals (cats & dogs) which bite other domestic animals need not be quarantined (unless the animal is exhibiting signs of rabies). In these cases the ASO shall initiate a report detailing the incident for a possible “Potentially Dangerous” or “Vicious” dog investigation.

Wildlife:

A) The department is frequently requested to handle calls regarding wildlife. Calls may concern sick or injured wildlife, or requests to transport wildlife. The policies of Tracy Animal Services regarding wildlife are intended to protect the health and safety of residents and to provide a high level of service to the public while dealing with wildlife using accepted humane wildlife management methods. Our policy for dealing with wildlife in general is as follows:

B) Investigations should be made if a wild animal identified as a high-risk species subject to rabies:

- 1) Has bitten or had contact with a human
- 2) Has bitten or had contact with a domestic animal.
- 3) Is acting in a manner abnormal to the species.
- 4) Appears sick or injured.

ASOs should regard the above details as a priority and respond accordingly. All animals of a high-risk species subject to rabies that have had contact or possible contact with humans or domestic animals will be euthanized and sent to the county veterinarian for testing.

- C)** Investigations will not be made when:
- 1) The odor of a skunk is reported
 - 2) A wild animal was observed with no known contact between a human or other domestic animal.
 - 3) The animal is under a building or behind stored articles where no known contact has occurred.
- D)** Healthy Wildlife – Per State laws, wildlife is deemed property of the state and should not be re-located, moved or otherwise harassed. In cases where the best interest of an animal dictate it to be moved (such as a gopher snake), an ASO may respond and move the animal to an appropriate area in the same general location from where it was impounded. In the event a citizen traps a healthy wild animal (excluding rattlesnakes & skunks) and is insistent that an ASO respond to release, an ASO will be dispatched and free the animal on site.
- E)** Injured Wildlife – Injured wildlife shall be euthanized or transported to a licensed rehabilitator. Wildlife shall not be harbored at the City of Tracy Animal Shelter.
- F)** Poisonous Reptiles – The Department will investigate calls regarding unidentified snakes if requested. Citizens should be advised that the Northern Pacific Rattlesnake is the only poisonous snake native to California. Identifying characteristics generally include rattles on the tail, broad shaped head when viewed from above, large pits on the side of the face in addition to the nostrils, and vertical pupils. To the uneducated person, the gopher snake may appear similar to a rattlesnake and may mimic the rattlesnake with a faint “buzzing” sound. In addition, immature racers may appear similar to rattlesnakes in color and pattern. Citizens should also be advised that all snakes are beneficial to the area and control rodent populations. Rattlesnakes are not to be impounded, relocated or transported. Rattlesnakes are to be euthanized by decapitation at the scene. The decapitated head shall be buried in a remote location. Special care should be used in handling the decapitated head as the venom is still active for a period of time after death. Live rattlesnakes are not to be transported in Animal Shelter vehicles.
- G)** Mountain Lions – Tracy Animal Services will respond to reports of mountain lions or other large, dangerous predatory animals. ASOs will respond to all calls of a mountain lion sighting or calls when a domestic or

wild animal is believed to have been killed by a mountain lion. These calls will be handled on a priority basis. If such animal is located, California Fish & Game shall be notified as well as the Watch Commander of the Tracy Police Department. It is generally the duty of Fish & Game Wardens to determine the outcome of such situations. If mountain lion is perceived to be an imminent threat to public health or safety, the California Department of Fish & Game may authorize Tracy Police Department to remove or take any mountain lion pursuant to **California Fish & Game Code Section 4801**.

- H) Coyotes/Bobcats – Stray coyote and bobcats are best handled through public education. In the event Tracy Animal Services responds to a citizen complaint of a nuisance coyote or bobcat, the ASO will chase the animal out of the immediate area. If evidence exists that the coyote or bobcat constitutes a hazard to human life, the California Fish & Game shall be notified.

- I) Nuisance Wildlife – Frequently the department receives requests to trap and/or relocate wildlife. Citizens should be advised that we do not trap or relocate wildlife or provide traps for wildlife. Any wildlife that is trapped by a citizen must be released in the immediate area. Relocating wildlife without the prior authorization of the California Department of Fish & Game is against State law, and may spread disease while disrupting the populations of other animals. ASOs should advise inquiring citizens that their use of a firearm to dispatch an animal might be in violation of State law or Tracy Municipal Codes. Citizens with specific questions relative to the laws governing wildlife should be referred to the California Department of Fish & Game at (916) 445-0045. Citizens who have trapped or removed healthy nuisance wildlife from their property, or otherwise trapped or removed healthy “nuisance wildlife” due to conflict, should be advised that the State Code of regulations require the animal to be released in the immediate area or disposed of in accordance to the California Department of Fish & Game Regulations. For the purpose of this section, nuisance wildlife species include, but is not limited to: red foxes, opossums, raccoon and skunks. **California Code of Regulation Section 679(f) (4)** prohibits the Tracy Animal services Department to accept, possess or relocate nuisance wildlife

- J) Trapping of wildlife – Officers investigating complaints regarding the trapping of wildlife should be aware that most laws fall under the California

Code of Regulations, The California Fish & Game Code, and to a lesser extent the California Food & Agricultural Code and the California Business & Professions Code.

- 1) In general, provisions of the California Fish & Game Code allow for destruction of certain animals causing property damage by property owners. Persons inquiring about such provisions should be directed to contact the California Fish & Game.
- 2) In general, pest control operators and similar individuals operating as a business, are required to be licensed by the California Environmental Protection Agency. Such licensing does not exempt them from current laws relative to the trapping of wildlife.
- 3) The California Fish & Game Code and the California Code of Regulations prohibit the use of certain traps, including any leg hold or jaw type trap, and any trap without some form of identification. ASOs encountering these types of traps should seize them pending further investigation.

K) Wild or Exotic Animal Ownership – If an ASO becomes aware of a citizen who may be keeping a wild or exotic animal illegally, that information should be referred to the Animal Services Supervisor for possible referral to the Wildlife Protection Branch of the California Department of Fish & Game. In general, do not impound the animal or take enforcement action, unless the animal is impounded while at large, or impounded for the purposes of rabies control.

- 1) In general, it is illegal to possess native California wildlife, and most naturally occurring animals that have not been domesticated in some form, without a State and/or Federally issued permit.
- 2) If an ASO becomes aware of a questionable species in possession, they should advise the Animal Services Supervisor for further research. Prohibited species will be listed in the most recent enactment of Title 14 of the California Code of Regulations.
- 3) Citizens who request we euthanize their own exotic or wild animals should be advised to contact a veterinarian.

Inhumane Investigations

Inhumane investigations generally fall into 2 categories: **Routine** or **Emergency**.

A) Routine: A routine inhumane investigation is when there is no immediate threat or danger of the animal suffering or perishing in its present condition. The following are examples of the most common complaints received:

- 1) No food and/or water
- 2) No shelter
- 3) Abandoned animals on owner's premises
- 4) Minor medical treatment required
- 5) Animal entangled in rope or chain
- 6) Unsanitary conditions

The ASO shall contact the owner or custodian of the animal and advise him/her of the complaint. The ASO shall do one of the following:

- a) Give a verbal warning that the violation must be corrected. When appropriate, the ASO can often stand by while water buckets are filled, excessive feces cleaned-up, etc.
- b) Issue a written "Veterinarian Agreement" directing the animal owner to provide veterinarian treatment in a specified time period. There should be a time limit of up to 48 hours imposed (dependent upon condition of the animal) and clearly written on the form.

If an owner or custodian is not available or cannot be located, the ASO shall, in a conspicuous place, post a "Notice of Violation" detailing the corrective actions needed. Follow-up of such calls should be conducted within 48 hours. Should the owner or custodian fail to comply, a "Pre-Seizure" notice and a "Declaration of Ownership" shall be posted. If the animal owner/custodian fails to comply with the "Pre-Seizure" notice after 48 hours, the animal may be impounded. The ASO will initiate a report for cruelty charges.

B) Emergency: An emergency inhumane investigation is a more serious offense in which there is immediate danger of the animal perishing and the situation or environment is such that if immediate action is not taken, the animal will suffer needlessly and possibly result in death. The following are examples of more flagrant violations:

- 1) Animal locked inside a hot car
- 2) Animal beating
- 3) Animal being strangled/hanging from its leash, rope or chain
- 4) Animal shooting

The following is a list of appropriate actions in the above situations:
Request Police Officer assistance

- a) Obtain suspect and vehicle description, including direction of travel.
- b) Attempt to secure the crime scene and protect any pertinent evidence.
- c) When prompt action is required for the welfare of the animal, impound and when needed, arrange for veterinarian treatment.
- d) The veterinarian should be advised of the conditions the animal was found in and be requested to document his/her findings on the animal's condition.
- e) Initiate a detailed crime report.
- f) ASOs should never attempt to physically restrain a subject.

Any time an animal is impounded from private property, for its own welfare or an inhumane investigation, the ASO shall post in a conspicuous location a "Notice of Post-Seizure" and a "Declaration of Ownership".

- **Lawful Seizure of Animals:** Animals should not be impounded off private property for inhumane conditions unless "probable cause" exists, and the animal is in immediate jeopardy and/or requires immediate veterinary medical treatment. Animals impounded off private property for inhumane conditions are to be immediately transported to a veterinarian for evaluation and medical treatment. This would include animals removed from cars because of hot weather. If an animal is seized or impounded without "probable cause", and the owner was denied "due process", the Department could incur civil liabilities.

Rescue Group	City	State
All My Tomorrows Pet Rescue	Lodi	CA
Allies Pals Cat Rescue	Pleasanton	CA
Alternative Humane Society of Whatcom County	Bellingham	WA
Animal Outreach of the Mother Lode	Diamond Springs	CA
Animal Rescue & K9 Charities	Brookfield	CT
Animal Rescue of Tracy	Tracy	CA
Animal Rescue Recon	Oakley	CA
Animal Rescue Relay	Issaquah	WA
Astro Foundation	Oakdale	CA
Basset Hound Rescue of Southern California	Whittier	CA
Bay Area Animal Rescue Crew	Concord	CA
Bay Area German Shepherd Dog Rescue	Novato	CA
Bichon Rescue Brigade	Orange	CA
Big Dawgs Rescue	Livermore	CA
Big Dog Rescue Inc	San Francisco	CA
BNB Rescue	Livermore	CA
Build a Rescue Kennel Inc	Yerington	NV
California Animal Rescue Inc	Santa Rosa	CA
California GSP Rescue Inc	Vista	CA
California Miniature Schnauzer Rescue	Flintridge	CA
Casa de Love Animal Rescue	Richmond	CA
Central California Labrador Retriever Rescue	Stockton	CA
Compassionate Pet Sanctuary Inc	Westley	CA
Coppers Dream Rescue	San Francisco	CA
Dalmatian Rescue of Puget Sound	Snohomish	WA
Doberman Pincher Rescue	Fillmore	CA
Doggie Protective Services for Homeless Tails	Atlanta	GA
Dogma Animal Rescue Inc	Monte Rio	CA
Dogzone Rescue	San Francisco	CA
East Contra Costa County Homeless Animals Lifeline	Antioch	CA
East of Eden K9 Rescue	Pleasanton	CA
Family Dog & Puppy Rescue	San Francisco	CA
First Responder Animal Resq	Martinez	CA
Friends for Animals South Coast Humane Society	Brookings	OR
Friends For Animals South Coast Humane Society	Brookings	OR
Friends of Canines Animal Rescue	Tracy	CA
German Shepherd Rescue of Sacramento Valley	Pleasant Grove	CA
Give Me Shelter Cat Rescue	San Francisco	CA
Golden Gate Basset Rescue	Petaluma	CA
Golden Gate Labrador Retriever Rescue	Novato	CA
Golden Gate State German Shepherd Rescue	Alameda	CA
Group Education to Protect & Defend Animals	San Martin	CA
Heart of Angels Rescue Inc.	Tracy	CA
Heavenly Acres	Tracy	CA
Homeward Bound Golden Retriever Rescue	Elverta	CA

Hopalong Animal Rescue	Oakland	CA
Hope for Animals International	Manteca	CA
Internet Miniature Pinscher Service	Naples	FL
K911	Antioch	CA
Kates Rescue for Animals	Sacramento	CA
Labs 2 Love Rescue	Lincoln	CA
Lancaster four dog rescue inc	Portland	OR
Lilys Legacy Senior Dog Sanctuary	Forest Knolls	CA
Louisiana Baby Mommas Rescue	Shreveport	LA
Martina Animal Rescue	El Sobrante	CA
Match Made in Heaven	Alameda	CA
Milo Foundation	Albany	CA
Mountain House Feral Cat Rescue	Mountain House	CA
Mustluvboxers Rescue	Brier	WA
Muttville	San Francisco	CA
My Buddy Dog Rescue	Brentwood	CA
Napa Valley Spay Neuter Network	Napa	CA
New Rattitude	Atlanta	GA
Nine Lives Foundation	Redwood City	CA
No Place Like Home	Tracy	CA
Noahs Ark Foundation Of Tracy	Patterson	CA
Nor Cal Dobi Rescue	Redwood City	CA
Norcal Aussie Rescue	Auburn	CA
Norcal Boxer Rescue	Davis	CA
Norcal Cocker Rescue	Sacramento	CA
Norcal German Shorthaired Pointer Rescue	Menlo Park	CA
Norcal Poodle Rescue	Pleasanton	CA
Northern California Bulldog Rescue	Folsom	CA
Northern California Sled Dog Rescue	Vacaville	CA
Northern California Weimaraner	Orinda	CA
Oregon Friends of Shelter Animals	Hillsboro	OR
Ozzies Pound Puppies	Concord	CA
Paddington Station Foundation	Felton	CA
Paw Fund	Emeryville	CA
People for Pets	Tracy	CA
Persion and Himalayan Cat Rescue	Mill Valley	CA
Pets without Partners	Redding	CA
Pirrone Projects Rise Above Rescue	Pine Grove	CA
Pjs Small Dog Rescue	Isleton	CA
Poke-a-Dots Dalmatians and Friends	Lodi	CA
Pups Rescue	Stockton	CA
Pupz N Patz Rescue	Modesto	CA
Rescue Me Pups	Carson	CA
Rescue Ranch	Montague	CA
Rhodies Rescue	Knightsen	CA
Rotten Rottie Rescue	Gilbert	AZ
Rotts Of Friends Animal Rescue	Woodland	CA

Sachi Animal Rescue	Topanga	CA
Sacramento Independent Animal	Citrus Hts	Ca
Saving Ferals	Tracy	CA
Scooters Pals	Nevada City	Ca
Second Chance Cocker Rescue	Santa Barbara	CA
Second Chance Kitty	Stockton	CA
Shake Wiggle and Roll Rescue	Lafayette	CA
Shepherds Paws Animal Rescue	Agua Dulce	CA
Siberian Husky Rescue Referral of California	Danville	CA
Smiley Dog Rescue	Oakland	CA
Snake River Animal Shelter	Idaho Falls	ID
South Bay Purebred Rescue	San Jose	CA
Tailchaser Rescue	Gilroy	CA
The Dog Spot Rescue & Rehoming Center	Lodi	CA
The Perfect Dog	Fremont	CA
The Woof Project	Vancouver	WA
Throw Me a Bone (United States Wolf Rescue)	Brentwood	CA
Town Cats of Morgan Hill	Morgan Hill	CA
Toy Breed Rescue (Schwartz Family Vet Scholarship)	San Jose	CA
Train a Rescue	Sweet Home	OR
Tri-Valley Animal Rescue Inc	Pleasanton	CA
True Love Rescue	Acampo	CA
Underdog Animal Rescue	Lafayette	CA
Valley Humane Society Inc	Pleasanton	CA
Vizsladogs Ltd	Antioch	CA
Wags and Whiskers Rescue	Modesto	CA
Wings of Rescue Inc	Woodland Hills	CA
Wonder Dog Rescue	Sacramento	CA



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City of Tracy
YEAR-TO-DATE BUDGET REPORT

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FOR 2019 13

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	YTD EXPENDED	ENC/REQ	AVAILABLE	PCT
21 POLICE DEPARTMENT	APPROP	ADJSTMTS	BUDGET			BUDGET	USED
<u>21206 Anlmal Services</u>							
<u>51 Personnel Expenses</u>							
5101 Salaries	340,879	0	340,879	300,695.91	.00	40,183.09	88.2%
5102 FT Work Hours - Pub Saf	70,543	0	70,543	244.19	.00	70,298.81	.3%
5131 Overtime Pay	4,126	0	4,126	21,008.68	.00	-16,882.68	509.2%
5133 Holiday Pay - Miscellaneous	22,008	0	22,008	1,543.29	.00	20,464.71	7.0%
5141 Paid Leaves FT	53,780	0	53,780	3,935.62	.00	49,844.38	7.3%
5145 Lump-Sum Pay	16,458	0	16,458	2,105.53	.00	14,352.47	12.8%
5146 Leave Final Pay-Offs	1,678	0	1,678	.00	.00	1,678.00	.0%
5151 Other/Special Compensation	4,067	0	4,067	573.80	.00	3,493.20	14.1%
5155 Other Allowances	999	0	999	40.00	.00	959.00	4.0%
5156 Cell Phone Allowances	41	0	41	.00	.00	41.00	.0%
5171 Fica/Medicare Taxes	26,032	0	26,032	21,138.54	.00	4,893.46	81.2%
5172 Medicare (City Share)	6,666	0	6,666	.00	.00	6,666.00	.0%
5173 PERS Costs	89,011	0	89,011	72,010.62	.00	17,000.38	80.9%
5176 PERS (City Share) Pub Saf	11,952	0	11,952	.00	.00	11,952.00	.0%
5178 Deferred Comp (City Paid)	526	0	526	.00	.00	526.00	.0%
5181 Employee Benefits	146,810	0	146,810	100,434.02	.00	46,375.98	68.4%
5182 Grp Insur Excess	11,893	0	11,893	462.15	.00	11,430.85	3.9%
5188 ISC Workers Compensation	32,579	0	32,579	21,536.61	.00	11,042.39	66.1%
TOTAL Personnel Expenses	840,048	0	840,048	545,728.96	.00	294,319.04	65.0%
<u>52 Contracted Services</u>							
5211 Telephone	4,059	0	4,059	1,810.80	.00	2,248.20	44.6%
5214 Printing & Copying	280	-280	0	216.18	.00	-216.18	100.0%
5227 Out-Of-County Travel	0	-800	-800	.00	.00	-800.00	.0%
5233 Veterinary	5,590	2,828	8,418	1,285.08	9,108.87	-1,975.58	123.5%
5239 Other Professionals	630	0	630	16.67	613.33	.00	100.0%
5253 Building Maintenance	4,350	0	4,350	1,326.33	283.15	2,740.52	37.0%
5254 Custodial Services	0	0	0	3,546.43	3,225.17	-6,771.60	100.0%
5255 Alarm & Guard Services	1,640	0	1,640	871.66	158.34	610.00	62.8%
5257 Water & Sewer	0	0	0	3,075.20	.00	-3,075.20	100.0%
5258 Waste Disposal	24,000	-6,000	18,000	5,600.98	9,810.00	2,589.02	85.6%
5262 Office Equipment Maintenance	740	205	945	224.78	720.42	.00	100.0%
5263 Computer Systems Maintenance	1,970	0	1,970	4,156.80	.00	-2,186.80	211.0%



FOR 2019 13

ACCOUNTS FOR:
21 POLICE DEPARTMENT

	ORIGINAL APPROP	TRANSFRS/ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
5268 Other Equipment Maintenance	270	0	270	.00	.00	270.00	.0%
5271 Uniform Services	1,090	0	1,090	.00	.00	1,090.00	.0%
5292 Memberships (For City)	0	-90	-90	.00	.00	-90.00	.0%
5293 Seminars & Conferences	0	-330	-330	75.00	.00	-405.00	-22.7%
TOTAL Contracted Services	44,619	-4,466	40,153	22,205.91	23,919.28	-5,972.62	114.9%

53 Commodities

5311 Office Supplies	780	0	780	473.53	483.83	-177.36	122.7%
5332 Custodial & Cleaning	1,920	6,000	7,920	3,952.16	702.03	3,265.81	58.8%
5335 Food	2,570	18	2,588	146.99	366.16	2,075.10	19.8%
5337 Drugs & Health Supplies	4,410	1,971	6,381	803.56	4,855.22	722.00	88.7%
5339 Operating Supplies	2,680	0	2,680	3,855.37	228.24	-1,403.61	152.4%
5344 Building Materials	0	-200	-200	.00	.00	-200.00	.0%
5356 Field Equipment	670	-670	0	.00	.00	.00	.0%
5359 Other Minor Eqpt	510	2,370	2,880	2,354.95	101.65	525.05	81.8%
5371 Uniforms & Clothing	610	59	669	756.12	101.65	-189.02	128.3%
TOTAL Commodities	14,150	9,548	23,698	12,342.68	6,737.13	4,617.97	80.5%

54 ISC Charges

5419 Isc Infor Tech Charges	24,360	0	24,360	12,180.00	.00	12,180.00	50.0%
5429 Isc Vehicle Maint Chgs	7,014	0	7,014	6,008.31	.00	1,005.69	85.7%
5438 Isc Fuel Charges	4,670	0	4,670	2,536.88	.00	2,133.12	54.3%
5459 Isc Building Maint	26,681	0	26,681	6,670.25	.00	20,010.75	25.0%
5467 Isc Vehicle Charges	4,100	0	4,100	1,025.00	.00	3,075.00	25.0%
5469 Isc Equipment Charges	6,300	0	6,300	1,575.00	.00	4,725.00	25.0%
5479 Isc General Insurance	7,210	0	7,210	1,802.50	.00	5,407.50	25.0%
TOTAL ISC Charges	80,335	0	80,335	31,797.94	.00	48,537.06	39.6%
TOTAL Animal Services	979,152	5,081	984,233	612,075.49	30,656.41	341,501.45	65.3%
TOTAL POLICE DEPARTMENT	979,152	5,081	984,233	612,075.49	30,656.41	341,501.45	65.3%

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City of Tracy
YEAR-TO-DATE BUDGET REPORT

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FOR 2019 13

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	979,152	5,081	984,233	612,075.49	30,656.41	341,501.45	65.3%

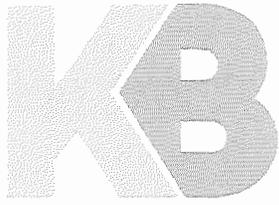
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Product description

Color: Silver

Model 306NCSQ is a squeeze cage designed specifically for feral cats with all of the Neighborhood Cats features including top latch on easy release door, extra-large top plate, and two extra-large handles. This Squeeze Cage is an excellent tool for vaccinating and examining cats. Simply slide the squeeze panel forward until the cat is firmly held between the panel and the side of the cage. The bottom tray can be easily removed for cleaning. The squeeze panel handles fold flat and lock into place for easy storage. Model 306NCSQ works perfectly with all of our 10" wide traps such as 608NC, 608FN, 208NC, and 605NC.



Kelley Bollen Consulting, LLC

Kelley Bollen, MS, CABC provides behavioral consulting and educational seminars for animal welfare organizations across the country. Kelley has a Master's Degree in Animal Behavior and is a Certified Animal Behavior Consultant and a professional member of the International Association of Animal Behavior Consultants (IAABC). She has worked in animal welfare for almost twenty years and is a nationally recognized expert in the field of shelter animal behavioral care.

As a shelter behavior specialist, Kelley consults with animal shelters in the design and implementation of comprehensive behavior programs to address the behavioral health of the shelter animals. Her programs include teaching staff and volunteers how to read dog and cat body language and handle the animals humanely and safely, how to assess the behavior of the dogs and cats in order to make sound decisions about their disposition, how to keep the animals behaviorally healthy during their stay through stress reduction and enrichment programs and how to implement training and behavior modification programs to improve adoption potential and success.

In addition to her business, Kelley is a Faculty Fellow for the Center for Animals in Public Policy at Cummings School of Veterinary Medicine at Tufts and as an Adjunct Professor, teaches in both the Shelter Medicine and Animal Behavior courses. She has also served on the Shelter Medicine Program's Academic Steering Committee at Tufts for many years. Additionally, Kelley serves as a consultant for Humane Network, a non-profit organization that consults with shelters and communities to responsibly increase their lifesaving capacity. Kelley is the former Director of Behavior Programs for the Maddie's Shelter Medicine Program at Cornell University College of Veterinary Medicine.

Kelley started her career in animal welfare, after many years working in the zoo field, serving as the Behavior Manager for the Massachusetts Society for the Prevention of Cruelty to Animals (MSPCA). During her years with the MSPCA she implemented many programs to educate the staff and improve the behavioral care of the animals. While at the MSPCA, Kelley also conducted research on the reliability and predictability of her canine behavior assessment, the results of which have been published in a peer-reviewed scientific journal (*Bollen and Horowitz, Behavioral evaluation and demographic information in the assessment of aggressiveness in shelter dogs. Applied Animal Behaviour Science, 112: 130-135, 2008*).

Kelley is an invited speaker at many animal welfare conferences and has authored articles and book chapters on animal behavior - including a chapter in the ASPCA's textbook *Animal Behavior for Shelter Veterinarians and Staff*.

AGENDA ITEM 6.A

REQUEST

APPOINT APPLICANT TO THE TRACY ARTS COMMISSION

EXECUTIVE SUMMARY

There is currently one vacancy on the Tracy Arts Commission. A recruitment was conducted and an appointment needs to be made.

DISCUSSION

There is currently one vacancy on the Tracy Arts Commission. To fill the vacancy, the City Clerk's office conducted a recruitment beginning January 14, 2019, to February 4, 2019, during which time two applications were received. In an effort to encourage additional applicant participation, the recruitment was extended beginning on February 5, 2019, and ended on February 26, 2019. The City Clerk's office received two additional applications during the extended recruitment period.

On March 11, 2019, a Council subcommittee consisting of Council Member Arriola and Council Member Ransom interviewed the four applicants. In accordance with Resolution No. 2004-152, the Council subcommittee will recommend an applicant for appointment to serve the remainder of a vacated term, which will begin on March 20, 2019, and end on December 31, 2019.

STRATEGIC PLAN

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

FISCAL IMPACT

None.

RECOMMENDATION

That Council approve the subcommittee's recommendations and appoint Jill Taylor to the Tracy Arts Commission to serve the remainder of a vacated term beginning on March 20, 2019 and ending on December 31, 2019.

Prepared by: Adrienne Richardson, City Clerk

Reviewed by: Andrew Malik, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

AGENDA ITEM 6.B

REQUEST

APPOINTMENT OF CITY COUNCIL SUBCOMMITTEE TO INTERVIEW APPLICANTS FOR ONE VACANCY AND ONE UPCOMING TERM EXPIRATION ON THE TRANSPORTATION ADVISORY COMMISSION

EXECUTIVE SUMMARY

This item requests that Council appoint members to a subcommittee to interview applicants for one vacancy and one upcoming term expiration on the Transportation Advisory Commission.

DISCUSSION

There is currently one vacancy on the Transportation Advisory Commission. Additionally, on March 31, 2019, the term of one of the Transportation Advisory Commissioners will expire. Recruitment for the Transportation Advisory Commission was opened on February 4, 2019, and closed on February 25, 2019, during which time two applications were received. As stated in Resolution 2004-152, in the event there are not two or more applicants than vacancies, the filing deadline will be extended. The recruitment was extended beginning on February 26, 2019, and will close on March 28, 2019. At this time the City Clerk's office has received two additional applications during the extended recruitment period.

In accordance with Resolution No. 2004-152, a two-member Council subcommittee needs to be appointed to interview applicants and make a recommendation to the full Council.

STRATEGIC PLAN

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

FISCAL IMPACT

None.

RECOMMENDATION

That Council appoint a two-member subcommittee to interview applicants to fill the vacancy and upcoming term expiration on the Transportation Advisory Commission.

Prepared by: Adrienne Richardson, City Clerk

Reviewed by: Andrew Malik, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

March 19, 2019

AGENDA ITEM 6.C

REQUEST

APPOINT ONE CITY COUNCIL MEMBER TO SERVE AS A LIAISON ON THE TRACY HOMELESS TASK FORCE

EXECUTIVE SUMMARY

Council Member Ransom has requested appointment of a City Council Member to serve as a liaison on the Tracy Homeless Task Force.

DISCUSSION

At the March 5, 2019, Council meeting Council Member Ransom requested appointment of a City Council Member to serve as a liaison on the Tracy Homeless Task Force in order to formally represent the City's interests in resolving the issue of homelessness.

STRATEGIC PLAN

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

FISCAL IMPACT

None.

RECOMMENDATION

That Council, by motion, appoint one member to serve as a liaison on the Tracy Homeless Task Force.

Prepared by: Adrienne Richardson, City Clerk

Reviewed by: Andrew Malik, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager