TRACY CITY COUNCIL REGULAR CITY COUNCIL MEETING

Tuesday, April 16, 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.

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

CALL TO ORDER
PLEDGE OF ALLEGIANCE
INVOCATION
ROLL CALL
PRESENTATIONS:

1. Certificate of Appointment - San Joaquin County Commission on Aging
2. Proclamation - Older Americans Month
3. Proclamation - Bike to Work Week
4. Proclamation - National Prayer Day
5. Proclamation - National Public Works Week
6. Proclamation - Earth Day
7. Oral Interpretation Fair Student Winners

1. CONSENT CALENDAR

1.A. ADOPTION OF APRIL 2, 2019, SPECIAL MEETING AND REGULAR MEETING MINUTES

1.B. APPROVE THE OFFSITE IMPROVEMENT AGREEMENT FOR INTERNATIONAL PARK OF COMMERCE FOR 16-INCH ZONE 2 WATERLINE IMPROVEMENTS AND 18-INCH RECYCLED WATERLINE IMPROVEMENTS

1.C. AUTHORIZE THE PURCHASE OF FIVE SELF-CONTAINED PRE-FABRICATED RESTROOM BUILDINGS IN THE AMOUNT OF $365,000 FOR INSTALLATION AS A PART OF THE AIRPORT CDA IMPROVEMENTS CIP 77582

1.D. ADOPT THE LIST OF PROPOSED PROJECTS FOR FISCAL YEAR 2019-2020 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

1.E. APPROVE THIRD AMENDMENT TO GRANICUS SERVICE AGREEMENT WITH GRANICUS, INC. FOR THE CITY OF TRACY WEBSITE CMS (CONTENT MANAGEMENT SYSTEM) FOR A TOTAL AMOUNT NOT TO EXCEED $71,355 OVER A FIVE-YEAR TERM, AND APPROVE A SUPPLEMENTAL APPROPRIATION FROM THE GENERAL FUND FOR THE CONTRACT AMOUNT

1.F. APPROVE A PLAN AMENDMENT TO THE ICMA RETIREMENT CORPORATION (ICMA RC) 457 DEFERRED COMPENSATION PROGRAM; A PLAN RESTATEMENT FOR THE VARIABLE ANNUITY LIFE INSURANCE COMPANY (VALIC) 457 DEFERRED COMPENSATION PROGRAM AND THE ADDITION OF A 401A DEFERRED COMPENSATION PLAN OPTION; AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENTS

1.G. ACCEPT THE SUPPORT SERVICE MODULAR BUILDING SEWER REPAIR PROJECT, CIP 74122, COMPLETED BY LLTD DBA MR. ROOTER PLUMBING OF TRACY, CALIFORNIA, 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 PROJECT

1.H. ACCEPT THE LARCH ROAD RECONSTRUCTION AND HANSEN ROAD WASTEWATER COLLECTION SYSTEM UPGRADE AS COMPLETE, CIPs 73125, 74097, 74106 & 74113, 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 PROJECT

1.I. APPROVE THE FINAL SUBDIVISION MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 3956, TRACY HILLS VILLAGE 7B, AND AUTHORIZE THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

1.J. CONFIRMATION OF MATTERS RELATED TO ANNEXATION OF PROPERTY INTO IMPROVEMENT AREA NO. 2 OF THE CITY OF TRACY COMMUNITY FACILITIES DISTRICT NO. 2016-2 (ECFD) AND DIRECTION TO RECORD A CONSOLIDATED BOUNDARY MAP

1.K. APPROVE THE FINAL SUBDIVISION MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR ELLIS GARDENS PHASE 1, TRACT 3877, AND AUTHORIZE THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

1.L. APPROVE THE FINAL SUBDIVISION MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR ELLIS GARDENS PHASE 2, TRACT 3906, AND AUTHORIZE THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

1.M. APPROVE THE FINAL SUBDIVISION MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR ELLIS GARDENS PHASE 3, TRACT 3907, AND AUTHORIZE THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

1.N. APPROVE THE AGREEMENT FOR DEFERRAL OF CERTAIN IMPACT FEES FOR ELLIS GARDENS PHASE 1-3 (TRACT 3877, TRACT 3906, AND TRACT 3907), AND AUTHORIZE THE CITY CLERK TO FILE THE FEE DEFERRAL AGREEMENT WITH OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

1.O. AUTHORIZE AN APPROPRIATION OF FUNDS FROM PLAN C STORM DRAINAGE FUND 322 TO CIP 76045 TO REIMBURSE SOUTH TRACY INDUSTRIAL PARK, LLC, FOR COMPLETING STORM DRAINAGE DETENTION BASIN IMPROVEMENTS

1.P. APPROVE MASTER PROFESSIONAL SERVICES AGREEMENT AND TASK ORDER NO. 1 BETWEEN THE CITY OF TRACY AND ECIVIS, INCORPORATED FOR GRANT MANAGEMENT SOFTWARE LICENSE SUBSCRIPTION AND CONSULTING SERVICES AND AUTHORIZE THE CITY MANAGER AND FINANCE DIRECTOR TO EXECUTE FUTURE TASK ORDERS TO THE AGREEMENT

1.Q. AWARD A CONSTRUCTION CONTRACT TO GOODLAND LANDSCAPE CONSTRUCTION, INC., OF TRACY, CALIFORNIA, FOR CONSTRUCTION OF LEGACY FIELDS SPORTS COMPLEX PHASE 1D – CIP 78164 WITH BASE BID AND ADDITIVE BID ALTERNATE "A," AND AUTHORIZE THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO A CONTINGENCY AMOUNT OF $480,960, IF NEEDED

1.R. AWARD A CONSTRUCTION CONTRACT TO T&S INTERMODAL MAINTENANCE, INC., OF STOCKTON, CALIFORNIA, D/B/A T&S WEST, OF LINDEN, CALIFORNIA, IN THE AMOUNT OF $5,497,230 FOR THE MACARTHUR DRIVE WIDENING AND RECONSTRUCTION PROJECT, CIPs 73126 & 72073, FEDERAL PROJECT NUMBER STPL-5192(033), WITH A NOT TO EXCEED BUDGET OF $6,736,564, AUTHORIZE AN APPROPRIATION OF $550,054 FROM ISP SOUTH FUND (F354), AUTHORIZE AN APPROPRIATION OF $3,000,000 FROM TRANSPORTATION DEVELOPMENT ACT (TDA) FUND (F241) TO CIP 73126, AND AUTHORIZE THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE CONTINGENCY AMOUNT OF $824,528, IF NEEDED

2. ITEMS FROM THE AUDIENCE

3. REGULAR AGENDA

3.A. PUBLIC HEARING TO INTRODUCE AN ORDINANCE TO AMEND THE CORRAL HOLLOW WEST PLANNED UNIT DEVELOPMENT TO PERMIT HIGH-DENSITY SINGLE-FAMILY RESIDENTIAL USES AND ESTABLISH DEVELOPMENT STANDARDS AND APPROVAL OF A 42-LOT VESTING TENTATIVE SUBDIVISION MAP AND DEVELOPMENT REVIEW PERMIT ON AN APPROXIMATELY 3.5-ACRE LOT LOCATED AT 2483 W SCHULTE ROAD, ASSESSOR'S PARCEL NUMBER 240-660-37, AND APPROVE AN AMENDMENT TO THE CITY'S DESIGN GOALS AND STANDARDS FOR RESIDENTIAL DESIGN

3.B. DISCUSS HOMELESSNESS IN TRACY; FORM A CITY HOMELESSNESS COMMITTEE TO DEVELOP A HOMELESSNESS STRATEGIC PLAN AND APPOINT CITY COUNCIL MEMBERS TO THE COMMITTEE; AND PROVIDE DIRECTION TO STAFF

3.C. APPROVE THE PRELIMINARY FY2019-20 FIRE DEPARTMENT BUDGET FOR THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY

4. ITEMS FROM THE AUDIENCE

5. STAFF ITEMS

6. COUNCIL ITEMS

6.A. APPOINT A NEW MEMBER TO SERVE ON THE PARKS AND COMMUNITY SERVICES COMMISSION

6.B. APPOINT NEW MEMBERS TO SERVE ON THE TRANSPORTATION ADVISORY COMMISSION

7. ADJOURNMENT

TRACY CITY COUNCIL SPECIAL MEETING MINUTES

April 2, 2019, 5:30 p.m.

City Council Chambers, 333 Civic Center Plaza *Web Site:* www.ci.tracy.ca.us

1. Mayor Rickman called the meeting to order at 5:30 p.m.

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

3. Items from the Audience - None

4. REVIEW AND DISCUSS THE PROPOSED CODE OF ETHICS AND CONDUCT AND CHANGES TO THE CURRENT COUNCIL POLICY C-1 AND APPROVE THE ENABLING RESOLUTIONS

   Thomas Watson, City Attorney provided the staff report.

   Robert Tanner stated the public comment portion should be at the beginning of the meeting.

   Jacy Krogh urged City Council to not change Items from the Audience.

   Tim Silva shared his concerns regarding limiting the time for public comment and only allowing one opportunity to speak.

   Roger Birdsall also suggested not changing Items from Audience.

   Mary Mitracos suggested adding members of the public to item #5 under Public Trust and Confidence in Government, and opponents of projects should have the same time to speak as proponents for the project.

   Henry Cole expressed support for the Code of Conduct.

   Alice English stated the Code of Ethics should be extended to outside the Council Chambers, and requested keeping public comment portion at the beginning and end of the meeting.

   City Council discussion followed.

   A copy of Council Member Arriola's proposed changes to the Code of Ethics and Conduct was provided to City Council at the dais.

   The following changes will be made to Code of Conduct.
   Page 2 – #4 and #5 - change criticizing to berate.
   Page 5 – #5 - leave public comment at beginning and end of meeting.

ACTION: Motion was made by Council Member Ransom and seconded by Council

Member Vargas to adopt Rosenberg Rules of Order. Roll call vote found all in favor; passed and so ordered.

Mr. Watson stated he will appropriate changes that were proposed at this meeting or prior to this meeting and bring back to Council for consideration.

It was City Council's consensus to move Section 5 from the Code of Conduct to Council protocols, and codify sections 2, 3 and 4, as proposed by Council Member Arriola.

5. Adjournment – Time: 6:58 p.m.

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

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

_____
Mayor

ATTEST:

_____
City Clerk

TRACY CITY COUNCIL REGULAR MEETING MINUTES

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

City Council Chambers, 333 Civic Center Plaza *Web Site:* www.ci.tracy.ca.us

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

Mayor Rickman led the Pledge of Allegiance.

Pastor Kal Waetzig, Saint Paul's Lutheran Church offered the invocation.

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

Midori Lichtwardt, Interim City Manager presented the award for April to Tim Dorstad, Utilities Department.

Mayor Rickman presented a proclamation for National Library Week to Tiffanie Heben, Tracy Friends of the Library.

Mayor Rickman presented the proclamation for National Volunteer Week to Mike McLellan, Grand Theatre Volunteer.

Mayor Rickman presented a proclamation for Sexual Assault Awareness Month to Stephanie Player, Domestic Violence Shelter Manager.

Mayor Rickman presented a proclamation for Boys & Girls Club Week to Kelly Wilson, Boys & Girls Club CEO.

Mayor Rickman presented a Certificate of Appointment to new Tracy Arts Commissioner Jill Taylor.

1. CONSENT CALENDAR – Following the removal of Consent item 1.E by Robert Tanner motion was made by Council Member Ransom and seconded by Council Member Young to adopt the Consent Calendar. Roll call vote found all in favor; passed and so ordered.

   1.A APPROVAL OF MARCH 19, 2019 CLOSED SESSION AND REGULAR MEETING MINUTES - **Minutes were approved**.

   1.B. ACCEPT THE INSTALLATION OF A TRAFFIC SIGNAL AND ASSOCIATED ROADWAY IMPROVEMENTS ON PESCADERO AVENUE FOR THE IPT PESCADERO SHELL BUILDING, CONSTRUCTED BY INDUSTRIAL PROPERTY TRUST, ASSUME RESPONSIBILITY FOR FUTURE MAINTENANCE AND REPAIR, AND AUTHORIZE THE CITY ENGINEER TO RELEASE ALL BONDS IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT– **Resolution 2019-055 accepted the project.**

1.C. ACCEPT THE FY 17/18 STORM DRAIN REPLACEMENT PROJECT (CIP 76068), COMPLETED BY SANACT, INC., DBA ROTO-ROOTER OF LIVERMORE, CALIFORNIA, 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 PROJECT – **Resolution 2019-056 accepted the project.**

1.D. ACCEPT THE CONSTRUCTION OF THE ELEVENTH STREET BEAUTIFICATION PROJECT, CIP 73162, COMPLETED BY ODYSSEY ENVIRONMENTAL SERVICES, INC., OF LODI, CALIFORNIA, 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 PROJECT – **Resolution 2019-057 accepted the project.**

1.F. APPROVE THE FIRST AMENDMENT TO THE SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 3953, TRACY HILLS VILLAGE 6A, AND AUTHORIZE THE CITY CLERK TO FILE THE FIRST AMENDMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER – **Resolution 2019-058 approved the First Amendment to the agreement.**

1.G. APPROVE THE SUBDIVISION IMPROVEMENT AGREEMENT FOR PARKWAY LANDSCAPING FOR TRACT 3943, TRACY HILLS VILLAGE 1B, AND AUTHORIZE THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER – **Resolution 2019-059 approved the agreement.**

1.H APPROVE THE SUBDIVISION IMPROVEMENT AGREEMENT FOR PARKWAY LANDSCAPING FOR TRACT 3945, TRACY HILLS VILLAGE 3B, AND AUTHORIZE THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER – **Resolution 2019-060 approved the agreement.**

1.I APPROVE THE SUBDIVISION IMPROVEMENT AGREEMENT FOR PARKWAY LANDSCAPING FOR TRACT 3946, TRACY HILLS VILLAGE 4B, AND AUTHORIZE THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER – **Resolution 2019-061 approved the agreement.**

1.J APPROVE THE SUBDIVISION IMPROVEMENT AGREEMENT FOR PARKWAY LANDSCAPING FOR TRACT 3948, TRACY HILLS VILLAGE 5B, AND AUTHORIZE THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER – **Resolution 2019-062 approved the agreement.**

1.K APPROVE THE PURCHASE OF A NEW SENSUS ANTENNA, UPGRADE EXISTING ANTENNA, PURCHASE CUSTOMER PORTAL AND ANALYTICS OPERATING SOFTWARE THAT IS CLOUD HOSTED FROM GOLDEN STATE FLOW MEASUREMENT, INC. AND AUTHORIZE THE BUDGET OFFICER TO APPRORIATE A NOT TO EXCEED AMOUNT OF $200,000 FROM THE WATER ($80,000 OR 40%), WASTE WATER ($80,000 or 40%) AND SOLID WASTE FUNDS ($40,000 OR 20%) – **Resolution 2019-063 approved the purchase of the new Sensus Antenna, and upgrade of existing antenna.**

1.E ACCEPT THE CONSTRUCTION OF THE ELEVENTH STREET OVERHEAD BRIDGE PROJECT, CIP 73063 AND BHLS-5192(020), COMPLETED BY TEICHERT / MCM JOINT VENTURE OF DAVIS, CALIFORNIA, AUTHORIZE THE CITY CLERK TO RECORD THE NOTICE OF COMPLETION, AND AUTHORIZE THE CITY ENGINEER TO RELEASE THE BONDS AND RETENTION PAYMENT

Robert Tanner pulled the item to announce the project was completed under budget, and three lights are out west bound on the overhead bridge.

ACTION: Motion was made by Mayor Pro Tem Young and seconded by Council Member Ransom to adopt **Resolution 2019-064** accepting the construction of the Eleventh Street Overhead Bridge Project, CIP 73063 Federal Project BHLS-5192(020), completed by Teichert/MCM Joint Venture of Davis, California, authorizing the City Clerk to file the Notice of Completion with the San Joaquin County Recorder, and authorizing the City Engineer to release the bonds and retention payment. Roll call found all in favor; passed and so ordered.

2. ITEMS FROM THE AUDIENCE – Robert Cancilla shared his issues regarding a neighbor smoking marijuana on the street.

Victoria Gonzalez, Rapid Transit District provided information regarding the San Joaquin Regional Transit District VanGo on demand rideshare service.

Steve Nicolaou requested an item on the next agenda to retain a law firm to conduct an investigation and issue report on findings regarding allegations made against Council Member Vargas. Mr. Nicolaou submitted a letter from Mastagni Holstedt into the record.

3. REGULAR AGENDA

3.A DISCUSS AND AUTHORIZE STAFF TO INITIATE TRANSIT-ORIENTED DEVELOPMENT PLANNING IN DOWNTOWN TRACY IN PREPARATION OF FUTURE RAIL SERVICE, INCLUDING VALLEY LINK

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

Don Cose, Mary Anne Payne, Dino Margaros, and Tim Silva spoke in support of planning for Valley Link. Mr. Silva request bicycle lanes to the transit station.

City Council questions and comments followed.

ACTION: Motion was made by Council Member Vargas and seconded by Council Member Ransom to adopt **Resolution 2019-065** authorizing the initiation of Transit-Oriented Development Planning for areas near the planned Valley Link Station in downtown Tracy. Roll call vote found all in favor; passed and so ordered.

3.B RECEIVE THE CITY OF TRACY POLICE DEPARTMENT'S ANNUAL REPORT FOR 2018

Alex Neicu, Interim Police Chief provided the staff report.

No one from the audience wished to speak.

City Council questions and comments followed.

Council Member Vargas requested a memorandum containing a five year trend of DUI's, collisions and rapes.

Council Member Arriola requested a geographic analysis of where the arrests, and violent crimes are occurring, and a memo with a list of neighborhood watch groups, business watch groups and academies.

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Arriola to accept the report. Roll call found all in favor; passed and so ordered.

4. ITEMS FROM THE AUDIENCE – None

5. STAFF ITEMS – Alex Neicu, Interim Police Chief provided an update on the status of the Animal Shelter report.

6. COUNCIL ITEMS

6.A APPOINT AN APPLICANT TO SERVE ON THE SAN JOAQUIN COUNTY COMMISSION ON AGING

Council Member Vargas provided the staff report.

No one from the public wished to speak.

ACTION: Motion was made by Council Member Vargas and seconded by Mayor Rickman to appoint Nancy Castro as the City of Tracy representative on the San Joaquin County Commission on Aging to serve the remainder of a vacated term which will begin on April 3, 2019, and end on June 30, 2022. Roll call vote found all in favor; passed and so ordered.

6.B APPOINTMENT OF CITY COUNCIL SUBCOMMITTEE TO INTERVIEW APPLICANTS TO FILL A VACANCY ON THE PARKS AND COMMUNITY SERVICES COMMISSION

Adrianne Richardson, City Clerk provided the staff report.

No one from the public wished to speak.

ACTION: Motion was made by Mayor Pro Tem Young and seconded by Council Member Arriola to appoint Mayor Pro Tem Young and Council Member Ransom to interview applicants to fill one vacancy on the Parks and Community Services Commission. Roll call vote found Council Members Arriola, Ransom, Vargas, Mayor Pro Tem Young and Mayor Rickman in favor; passed and so ordered.

Mayor Pro Tem Young acknowledged Doctor Robinson for his work.

Council Member Ransom provided an update from the Homelessness Task Force meeting held on Monday.

Council Member Vargas invited the public to a Valley Link briefing - popup town hall meeting in Lathrop City Council Chambers on April 6. 10:30 am.

Council Member Arriola requested an agenda item be brought to Council regarding a public safety strategic plan.

Mayor Rickman announced various City events and fundraisers. Mayor Rickman shared his frustration regarding the homeless tents in Dr. Power's Park.

7. ADJOURNMENT – Time: 8:36 p.m.

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

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

_____
Mayor

ATTEST:

_____
City Clerk

April 16, 2019

AGENDA ITEM 1.B

REQUEST

APPROVE THE OFFSITE IMPROVEMENT AGREEMENT FOR INTERNATIONAL PARK OF COMMERCE FOR 16-INCH ZONE 2 WATERLINE IMPROVEMENTS AND 18-INCH RECYCLED WATERLINE IMPROVEMENTS

EXECUTIVE SUMMARY

Approval of the Offsite Improvement Agreement (OIA) will allow Prologis L.P., a Delaware limited partnership (Developer) to continue and complete constructing waterline and recycled waterline improvements. The Conditions of Approval for the International Park of Commerce (IPC) - Building 6 Project in the International Park of Commerce Business Park require Developer to construct offsite water and recycled waterlines on Promontory Parkway.

DISCUSSION

At the November 10, 2015 public hearing, the Development Services Director approved the Development Review application for the construction of a new 403,560 square-foot industrial building including its associated parking and landscape improvements (known as Building 6), located on Hopkins Road. Subsequent project approvals within the Cordes Ranch (International Park of Commerce or IPC) Specific Plan area were also required to complete the waterline improvements in Promontory Parkway to connect the Zone 2 waterlines in IPC to the existing waterline in Lammers Road.

The Developer has completed the design of the offsite 16-inch waterline and 18-inch recycled waterline improvements in Promontory Parkway and has submitted the Improvement Plans to the City. Staff has reviewed the Improvement Plans and found them to be complete. The Developer has obtained necessary easements from property owners to install the improvements.

The Developer has executed the OIA and submitted the required security to guarantee completion of the offsite waterline and recycled waterline improvements. The OIA 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 waterline easements and improvements for maintenance at that time.

FISCAL IMPACT

The Developer will pay for the cost of the improvements, plan checking, engineering inspection, and processing the agreement.

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, by resolution, approve the Offsite Improvement Agreement for the 16-inch waterline improvements and 18-inch recycled waterline improvements on Promontory Parkway for the International Park of Commerce Business Park (Cordes Ranch Specific Plan Area).

Prepared by: Al Gali, Associate 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

ATTACHMENTS

Attachment A – Offsite Improvement Agreement

ATTACHMENT A

ORIGINAL

CITY OF TRACY
OFFSITE IMPROVEMENT AGREEMENT
INTERNATIONAL PARK OF COMMERCE (IPC) – 16-INCH ZONE 2 WATERLINE AND 18-INCH RECYCLED WATERLINE IMPROVEMENTS ON PROMONTORY PARKWAY.

This **OFFSITE IMPROVEMENT AGREEMENT FOR INTERNATIONAL PARK OF COMMERCE (IPC) – 16-INCH ZONE 2 WATERLINE AND 18-INCH RECYCLED WATERLINE ON PROMONTORY PARKWAY** ("***Agreement***") is made and entered into by and between the **CITY OF TRACY**, a municipal corporation ("***City***") and **PROLOGIS, L. P.**, a Delaware limited partnership (referred to as "***Developer***").

RECITALS

A. Developer is the legal owner of approximately one thousand two hundred and forty-two (1,242) acres of real property, as shown and more particularly described in attached Exhibit A ("***Property***").

B. The Property is within the Cordes Ranch Specific Plan Area, which consists of approximately one thousand seven hundred and eighty (1,780) acres ("***Specific Plan Area***"). The Cordes Ranch Specific Plan ("***Specific Plan***") is intended to create a state-of-the-art commerce and business park within the Specific Plan Area by establishing land use, zoning and development standards and regulations to provide for the phased development of approximately thirty-one (31) million square feet of general commercial, general office and business park industrial uses, related on- and off-site infrastructure, and passive and active use open space areas, trails, joint use park/detention facilities, and other related improvements, as described more fully therein ("***Project***").

C. On September 3, 2013, the Tracy City Council ("***City Council***") adopted the Specific Plan and approved related land use entitlements to enable the Project to proceed. In connection therewith, the City Council approved that certain *Development Agreement by and Between the City of Tracy and Prologis, L.P.* ("***Development Agreement***").

D. The Development Review Application Number D15-0018 (the "***Application***") for the construction of approximately 403,560 square-foot industrial building and associated parking and landscaping improvements ("***Building 6***"), as approved by the Development Services Director on November 10, 2015, is on file with the City Engineer, and is incorporated herein by reference. The approval of the Application was subject to specific conditions of approval (hereinafter "***Conditions of Approval***"), attached hereto as Exhibit "B", and incorporated by reference.

E. In accordance with the Development Agreement, Specific Plan, Conditions of Approval, and the Citywide Water System Master Plan ("***Master Plan***"), Developer has submitted, and City has approved, those certain improvement plans and specifications relating to the construction of 16-inch diameter water main improvements and appurtenances on Promontory Parkway between Road "H" and Lammers Road and the construction of the 18-inch diameter recycled water main improvements on Promontory Parkway between Road "H" and Pavilion Parkway (collectively, "**IPC - 16-in. Zone 2 Waterline and 18-in. Recycled Water Main**

Improvements" or "***Work***"). The Work is described more fully in twenty (20) sheets of improvement plans entitled "International Park of Commerce - Improvement Plans for 16" Zone 2 Waterline from Road "H" to Lammers Road & 18" Recycled Water on Promontory Parkway and Pavilion Parkway" prepared by Kier & Wright Civil Engineers & Surveyors, Inc. of Livermore, California and dated May, 2018 ("***Plans and Specifications***"). The Plans and Specifications are on file with the City Engineer, and are incorporated herein by reference.

F. The Plans and Specifications have been prepared on behalf of Developer and City, and approved by the City Engineer, which describe in more detail the Work required in this Agreement.

G. Since the Work, as described above and in the Plans and Specifications, has commenced and has been generally constructed, but not yet accepted, Developer and the City agree to execute this Agreement as authorized by Government Code Section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF WORK. Developer shall perform, or cause to be performed, the Work, to the satisfaction of the City Engineer, pursuant to Section 4 of the Development Agreement. The Work shall be performed, and all materials and labor shall be provided, at Developer's expense, in the manner described in the Plans and Specifications, subject to fee reconciliation provisions set forth in Section 6 of the Development Agreement. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer, such approval not to be unreasonably withheld. 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). Any portion(s) of the Work that are within City's right(s)-of-way and/or easement(s) are to be performed by the Developer in accordance with the requirements of the State prevailing wage laws, in the event and to the extent applicable.

   1.1 Potable Water Fee Credits. Upon submission of the improvement security, payment of engineering review fees, and City's execution of this Agreement, Developer shall be entitled to receive potable water fee credits in the amount of $846,090 (Eight Hundred and Forty-six Thousand Ninety and 00/100 Dollars.)

   1.2 Recycled Water Fee Credits. Upon submission of the improvement security, payment of engineering review fees, program management fees, contingency deposits, and inspection fees, and City's execution of this Agreement, Developer shall be entitled to receive non-potable water fee credits in the amount of $550,370 (Five Hundred Fifty Thousand Three Hundred Seventy and 00/100 Dollars.)

2. DEVELOPER'S AUTHORIZED REPRESENTATIVE. At all times during the progress of the Work, Developer shall have a competent foreman or superintendent ("***Authorized Representative***") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. Exhibit "C" attached hereto includes the initial contact information referenced herein.

3. LOCATION OF PERFORMANCE. Developer shall perform the Work at the locations and grades shown on the Plans and Specifications or as otherwise approved by the City Engineer. Subject to Section 3.8 of the Development Agreement, in the event and to the extent required for the Work, Developer shall acquire all easements and/or rights-of-way necessary for the performance of the Work, at Developer's expense, subject to fee reconciliation provisions set forth in Section 6 of the Development Agreement.

4. IMPROVEMENT SECURITY. Concurrently with the execution of this Agreement, , Developer shall furnish improvement 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 **$ 1,943,802.96** to secure faithful performance of this Agreement (until the date when the City Council accepts the Work as complete).

   4.2 Labor and Material security in the amount of **$ 1,943,802.96** to secure payment by Developer to laborers and materialmen (until the date when any and all claims in connection with the Work are required to be made by laborers and materialmen in accordance with applicable laws).

   4.3 Warranty security in the amount of **$ 194,380.30** to guarantee improvements against any defective work or labor done or defective materials used in the performance of Work (from the date when the City Council accepts the Work as complete until one (1) year thereafter).

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

   5.1 General. 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 for the Work covered by this Agreement at the minimum levels set forth herein.

5.2 Commercial General Liability Developer shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office from CG 00 01, in an amount not less than one million dollars ($1,000,000) per occurrence, three million dollars ($3,000,000) general aggregate, for bodily injury, personal injury, and property damage including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. Developer's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 and CG 20 37 (Completed operations) to provide that City and its officers, officials, employees, and agents are additional insureds under such policies.

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 one Million Dollars ($1,000,000) per accident for bodily injury and property damage.

5.4 Workers' Compensation coverage shall be maintained Worker's Compensation Insurance (Statutory Limits as required by the State of California) and Employer's Liability Insurances with limits of at least one million dollars ($1,000,000).

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

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 City should the policy be canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

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

5.8 Insurance Certificate. Developer shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form reasonably satisfactory to the City Attorney.

5.9 Substitute Certificates. No later than five (5) calendar 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 Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any of its obligations hereunder (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary or desirable.

6. PERMITS, LICENSES AND COMPLIANCE WITH LAW. Developer shall, at its expense, obtain and maintain all necessary permits, approvals and licenses for performance of the Work, subject to City's cooperation pursuant to Sections 3.4 and 3.5 of the Development Agreement. In its performance of the Work, Developer shall comply with all applicable 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 Developer and the City shall with diligence and in good faith adhere to the timing requirements set forth herein unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to City, in writing, no later than ten (10) days after the start of the condition that purportedly caused the delay, and not later than the date on which performance is due.

7.1 Commencement of Work. No later than fifteen (15) days prior to the commencement of the Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence the Work. Developer shall not commence the Work until after the notice required by this Section 7.1 is provided, and Developer shall not commence Work prior to the date specified in said written notice. Notwithstanding the foregoing to the contrary, the City acknowledges that the Work has already commenced and by execution of this Agreement, deems Developer to have complied with this Section 7.1.

7.2 Schedule of Work. Concurrently with execution of this Agreement, Developer shall provide City with a written estimated schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.

7.3 Completion of Work. Developer shall complete all Work prior to the issuance of a final building certificate of occupancy for Building 6 or no later than three hundred sixty-five (365) calendar days after mutual execution of this Agreement, whichever occurs first, and subject to extension for force majeure.

8. INSPECTION BY CITY. In order to permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation. City inspections of the Work shall be conducted in accordance with Section 4 of the Development Agreement. In addition, the City shall inspect the Work within fourteen (14) calendar days after receipt of a written notice from Developer of the completion of the Work ("***Inspection Request***"). City shall provide written notice to Developer of either one of the following within twenty-one (21) calendar days after receipt of the Inspection Request:

    1) The Work is complete ("***Notice of Completion***"); or

    2) Provide a list of deficiencies of the Work ("***Notice of Deficiency***"). Deficiencies listed in the Notice of Deficiency shall be defined to include but not limited to workmanship, material, methods, and/or construction not conforming with the Plans and Specifications and shall set forth, with reasonable specificity, any such deficiencies;

Developer shall endeavor to address any such deficiencies with the Work to the reasonable satisfaction of the City Engineer within sixty (60) calendar days after receipt of the Notice of Deficiency. Developer shall provide written notice to the City upon completion of the correction of any such deficiencies ("***Correction Notice***"), and the City shall re-inspect the Work within fourteen (14) calendar days after receipt of the Correction Notice and within twenty-one (21) calendar days after receipt of a Correction Notice either provide (i) an updated list of deficiencies with the Work, if any, and the above process shall continue until the Work has been completed in accordance with the Plans and Specifications, or (ii) a Notice of Completion once the Work has been fully completed to the reasonable satisfaction of the City Engineer.

The City Engineer shall submit a resolution to the City Council for final acceptance of the Work ("***Final Acceptance***") within sixty (60) calendar days after the date of the Notice of Completion. The City Council shall either approve or disapprove such resolution after submission thereof.

9. INSPECTION, OTHER FEES AND PROGRAM FEE CREDITS. All fees due to City in connection with the Work shall be paid in accordance with the Development Agreement. Accordingly, to the extent not previously paid, concurrently with the execution of this Agreement, Developer shall pay City the applicable Program Soft Costs (as that term is defined in the Development Agreement) in accordance with Section 5.1(b) of the Development Agreement.

10. DEFAULT.

    10.1 Notice of Default. Subject to compliance with Sections 4.4(a) and (b) of the Development Agreement, in the event that Developer is in default of this Agreement, as defined in this Section 10, the City Engineer shall provide

written notice to Developer and Developer's surety (if any) in which the default is described.

10.2 Material Breach. Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):

10.2.1 The Developer is insolvent, bankrupt, or makes a general assignment of the benefits if its creditors.

10.2.2 The Developer abandons the Work site.

10.2.3 The Developer fails to perform one or more material requirements of this Agreement, and fails to cure any such non-performance pursuant to Section 10.3, below.

10.2.4 The Developer violates any legal requirements related to the Work, and fails to cure any such violation pursuant to Section 10.3, below.

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

10.3.1 Cure the default in accordance with Section 4.4(b) of the Development Agreement.

10.3.2 Demand that Developer complete performance of the Work.

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

10.3.4 Any other judicial remedies available to the City.

11. REPAIR OF ANY DAMAGE. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

12. ACCEPTANCE OF WORK. Prior to Final Acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the Work site.

13. WARRANTY PERIOD. Developer shall warrant the quality of the Work, in accordance with the Plans and Specifications, for a period of one (1) year after Final Acceptance of the Work by the City Council. In the event that (during said one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Developer under this Agreement, Developer shall be in default and shall cure such default as required hereunder. In the event Final Acceptance does not occur within the sixty (60) calendar days of the City providing a Notice of Completion, the warranty period together with the term for the warranty bond shall be for one year following the date that is sixty (60) days following the date of the Notice of Completion.

14. INDEPENDENT CONTRACTOR STATUS. Developer is an independent contractor, and the parties agree that City shall have no responsibility for any acts of Developer's employees, agents, representatives, contractors 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 City as an agent, or to bind City to any obligation whatsoever, unless City provides prior written authorization to Developer.

15. OWNERSHIP OF WORK. Copies of all documents prepared by Developer for this Agreement shall be given to City upon City's Final Acceptance of the Work; provided, however, ownership of said documents shall be determined in accordance with Developer's contracts with its design professionals.

16. ATTORNEY'S FEES. In the event any legal action or proceeding is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

17. INDEMNIFICATION. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting in the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees until such time as the earlier of the following have occurred: (1) Final Acceptance of the Work, and (2) the one year warranty period set forth in Section 13, above, has expired, at which time the indemnification obligations under this Section 17 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, this termination shall not affect Developer's warranty obligations set forth in Section 13, above.

18. ASSIGNMENT AND DELEGATION. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of City, which shall not be unreasonably withheld, delayed or denied. Any attempt to assign or delegate this Agreement without City's written consent shall be void and of no force and effect. Consent by City to one assignment shall not be deemed to be consent to any subsequent assignment.

19. NOTICES.

19.1 Notice in Writing. All notices, demands, or other communications that this Agreement contemplates, authorizes or requires shall be in writing and shall be personally delivered or mailed to the respective party as follows:

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

Copy to: City Attorney's Office
Attn: City Attorney
333 Civic Center Plaza
Tracy, CA 95376

Prologis: Prologis L.P.
Attn: Ryan George/ Dan Letter
Pier 1, Bay 1
San Francisco, CA 94111
Tel: (415) 733-9973
Fax: (415) 733-2171

Copy to: Cox, Castle & Nicholson
Attn: Clark Morrison
55 California Street, 32d Floor
San Francisco, CA 94111
Tel: 415.262.5113
Fax: 415.262.5199

Copy to: Prologis L.P.
Attn: General Counsel
1800 Wazee Street, Suite 500
Denver, CO 80202
Tel: 303.567.5000
Fax: 303.567.5903

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) two (2) business 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 a court of competent jurisdiction holds any term of this Agreement invalid, 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 by reference, comprises the entire integrated understanding between the parties concerning the Work. This Agreement supersedes all prior negotiations, representations or agreements as such may relate to performance of the Work.

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 Developer and City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

{Remainder of page intentionally left blank}

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

CITY OF TRACY

_____
Robert Rickman, Mayor

Date: _____

Attest:

_____
Adrianne Richardson, City Clerk
Date:_____

Approved as to form:

_____
Thomas Watson, City Attorney
Date:_____

PROLOGIS, L.P. a Delaware Limited Partnership

By: Prologis, Inc. a Maryland corporation, its General Partner

_____
Ryan George, Senior Vice President
Date: 1-9-19

ATTACHMENTS:

Exhibit A - Legal Description of the Property
Exhibit B – Conditions of Approval
Exhibit C - Contact Information of Authorized Representative

EXHIBIT "A"
Page 1 of 4

EXHIBIT 'A'
LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY IS SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

PARCEL 2 AS SHOWN ON NOTICE OF LOT LINE ADJUSTMENT NO. LA-01-0017 AS EVIDENCED BY DOCUMENT RECORDED APRIL 26, 2001 AS INSTRUMENT NO. 2001-062040 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN REAL PROPERTY SITUATE, LYING AND BEING IN THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, LYING IN SECTION 27, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

THE NORTH ½ OF SECTION 27 TOGETHER WITH THE SOUTH ½ OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM THAT CERTAIN 5.18 ACRE PARCEL DESCRIBED IN THE DEED TO THE UNITED STATES OF AMERICA, RECORDED FEBRUARY 25, 1945 IN VOLUME 1103 OF OFFICIAL RECORDS, PAGE 464, SAN JOAQUIN COUNTY RECORDS, SAID 5.18 ACRE PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 27 AND RUNNING THENCE NORTH 00° 20' WEST, ALONG THE WESTERLY BOUNDARY OF SAID SECTION 27, A DISTANCE OF 405.3 FEET TO A POINT, SAID POINT BEING SOUTH 00° 20' EAST 2234.5 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 27; THENCE CONTINUING NORTH 00° 20' WEST, ALONG SAID WESTERLY BOUNDARY, 252.8 FEET; THENCE LEAVING SAID BOUNDARY, SOUTH 48° 17' EAST 481.7 FEET; THENCE SOUTH 35° 17' EAST 432.1 FEET TO A POINT IN THE SOUTHERLY BOUNDARY OF THE NORTHWEST QUARTER OF SAID SECTION 27, SAID POINT IS SOUTH 89° 31' EAST 605.3 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 89° 31' WEST, ALONG LAST NAMED BOUNDARY, 215.7 FEET TO A POINT; THENCE CONTINUING NORTH 89° 31' WEST, ALONG SAID BOUNDARY, 389.6 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT CERTAIN 34.77 ACRE PARCEL DESCRIBED IN THE DEED TO THE UNITED STATES OF AMERICA, RECORDED MAY 15, 1947 IN VOLUME 1065 OF OFFICIAL RECORDS, PAGE 227, SAN JOAQUIN COUNTY RECORDS, SAID 34.77 ACRE PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS ON THE NORTHERLY BOUNDARY OF THE SOUTH ½ OF SAID SECTION 27, AND IS DISTANT THERE ALONG, SOUTH 89° 31' EAST 389.6 FEET FROM THE WEST ¼ CORNER OF SAID SECTION 27, AND RUNNING THENCE ALONG SAID NORTHERLY BOUNDARY, SOUTH 89° 31' EAST 215.7 FEET; THENCE LEAVING SAID BOUNDARY AND RUNNING SOUTH 35° 17' EAST 127.2 FEET; THENCE SOUTH 61° 36' EAST 1374.2 FEET; THENCE SOUTH 55° 51' EAST 455.1 FEET; THENCE NORTH 25° 54' EAST 367.6 FEET; THENCE SOUTH 64° 06' EAST 80.00 FEET; THENCE SOUTH 25° 54' WEST 379.2 FEET; THENCE SOUTH 55° 41' EAST 2161.3 FEET; THENCE SOUTH 23° 19' EAST 370.6 FEET; THENCE SOUTH 23° 19' EAST 50.0 FEET TO A POINT IN THE NORTHERLY BOUNDARY OF THE EXISTING RIGHT OF WAY FOR THE COUNTY ROAD ALONG THE SOUTHERLY BOUNDARY OF SAID SECTION 27; THENCE SOUTH 23° 19' EAST 21.9 FEET TO A POINT THAT IS ON THE SOUTHERLY BOUNDARY OF SAID SECTION 27 AND IS DISTANT THERE ALONG NORTH 89° 25' WEST 1006.8 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID SECTION 27, NORTH 89° 25' WEST 166.2 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY, NORTH

89° 25' WEST 179.7 FEET; THENCE LEAVING SAID BOUNDARY AND RUN NORTH 18° 21' WEST 21.1 FEET TO A POINT IN THE NORTHERLY BOUNDARY OF THE EXISTING RIGHT OF WAY FOR SAID COUNTY ROAD; THENCE NORTH 18° 21' WEST 40.0 FEET TO A POINT DESIGNATED FOR THE PURPOSE OF REFERENCE THERETO HEREINAFTER, AS POINT C; THENCE NORTH 18° 21' WEST 151.3 FEET; THENCE NORTH 55° 51' WEST 316.2 FEET TO A POINT DESIGNATED FOR THE PURPOSE OF REFERENCE THERETO HEREINAFTER AS POINT D; THENCE NORTH 55° 51' WEST 2044.6 FEET; THENCE NORTH 64° 13' WEST 1341.4 FEET; THENCE NORTH 44° 08' WEST 299.4 FEET TO A POINT DESIGNATED FOR THE PURPOSE OF REFERENCE THERETO HEREINAFTER, AS POINT A; THENCE NORTH 44° 08' WEST 423.7 FEET TO A POINT DESIGNATED FOR THE PURPOSE OF REFERENCE THERETO HEREINAFTER, AS POINT B; THENCE NORTH 44° 08' WEST 67.8 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF THE SOUTH 1/2 OF SAID SECTION 27 AND IS DISTANT THERE ALONG NORTH 89° 31' WEST 220.0 FEET FROM THE POINT OF BEGINNING; THENCE ALONG SAID NORTHERLY BOUNDARY, SOUTH 89° 31' EAST 220.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT CERTAIN 0.08 ACRE AND 0.05 ACRE PARCEL DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED SEPTEMBER 14, 1962 IN VOLUME 2595 OF OFFICIAL RECORDS, PAGE 390, SAN JOAQUIN COUNTY RECORDS, SAID PARCELS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SCHULTE ROAD, COUNTY ROAD NO. 01-281 (A ROAD 60-FEET WIDE) WITH THE EAST LINE OF PATTERSON PASS ROAD, COUNTY ROAD NO. 01-280 (A ROAD 60-FEET WIDE); SAID INTERSECTION BEARS NORTH 44° 32' 52" EAST 43.01 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 27; THENCE ALONG SAID EAST LINE, NORTH 00° 19' 04" EAST 301.97 FEET TO THE TRUE POINT OF BEGINNING; SAID POINT BEING AT THE COORDINATES Y = 446,917.88 FEET AND X = 1,702,034.86 FEET; THENCE, CONTINUING ALONG SAID EAST LINE, NORTH 00° 19' 04" EAST 426.72 FEET; THENCE SOUTH 05° 06' 42" EAST 100.45 FEET; THENCE SOUTH 00° 17' WEST 252.65 FEET; THENCE SOUTH 07° 44' 03" WEST 74.72 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 2:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SCHULTE ROAD, COUNTY ROAD NO. 01-281 (A ROAD 60-FEET WIDE) WITH THE EAST LINE OF PATTERSON PASS ROAD, COUNTY ROAD NO. 01-280 (A ROAD 60-FEET WIDE); SAID INTERSECTION BEARS NORTH 44° 32' 52" EAST 43.01 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 27, SAID INTERSECTION BEING AT THE COORDINATES Y = 446,615.92 FEET AND X = 1,702,033.19 FEET; THENCE ALONG SAID EASTERLY LINE OF PATTERSON PASS ROAD, NORTH 00° 19' 04" EAST 65.00 FEET; THENCE SOUTH 45° 27' 08" EAST 90.69 FEET TO SAID NORTHERLY LINE OF SCHULTE ROAD; THENCE ALONG SAID NORTHERLY LINE, NORTH 88° 46' 38" WEST 65.00 FEET TO THE POINT OF BEGINNING.
ALSO EXCEPTING THEREFROM: ALL THAT CERTAIN REAL PROPERTY SITUATE, LYING AND BEING IN THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, LYING IN THE NORTH ½ OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE ALONG THE EAST LINE OF SAID SECTION 27, SOUTH 0° 22' 36" WEST 2635.22 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, NORTH 88° 53' 27" WEST 1652.51 FEET; THENCE ALONG A LINE PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, NORTH 00° 22' 36" EAST 2636.66 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE ALONG THE NORTH LINE OF NORTHEAST QUARTER OF SAID SECTION 27, SOUTH 88° 50' 27" EAST 1652.53 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"
Page 3 of 4

PARCEL B:

PARCEL 1 AS SHOWN ON NOTICE OF LOT LINE ADJUSTMENT NO. LA-01-0017 AS EVIDENCED BY DOCUMENT RECORDED APRIL 26, 2001 AS INSTRUMENT NO. 2001-062040 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN REAL PROPERTY SITUATE, LYING AND BEING IN THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, LYING IN THE NORTH ½ OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE ALONG THE EAST LINE OF SAID SECTION 27, SOUTH 0° 22' 36" WEST 2635.22 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, NORTH 88° 53' 27" WEST 1652.51 FEET; THENCE ALONG A LINE PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, NORTH 00° 22' 36" EAST 2636.66 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE ALONG THE NORTH LINE OF NORTHEAST QUARTER OF SAID SECTION 27, SOUTH 88° 50' 27" EAST 1652.53 FEET TO THE POINT OF BEGINNING.

PARCEL C:

ALL THAT PORTION OF THE NORTHEAST ¼ OF SECTION 26 TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN LYING NORTH AND EAST OF THE NORTHERLY LINE OF THE UPPER MAIN CANAL OF THE WEST SIDE IRRIGATION DISTRICT, CONTAINING APPROXIMATELY 92.73 ACRES AND ALSO ALL THAT PORTION OF THE NORTHWEST ¼ OF SAID SECTION 26, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN LYING NORTH AND EAST OF THE NORTHERLY LINE OF THE SAID UPPER MAIN CANAL OF THE WEST SIDE IRRIGATION DISTRICT.

PARCEL C-1:

AN EASEMENT 30 FEET IN WIDTH ALONG THE SOUTHERLY PORTION OF THE SOUTHWEST ¼ OF SECTION 23, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN LYING SOUTH OF THE SOUTHWESTERLY BOUNDARY LINE OF THE UPPER MAIN CANAL OF THE WEST SIDE IRRIGATION DISTRICT BEING DESCRIBED AS PARCEL A AS SHOWN ON THE PARCEL MAP RECORDED IN BOOK OF PARCEL MAPS, BOOK 3, PAGE 114, SAN JOAQUIN COUNTY RECORDS AS RESERVED IN AN INSTRUMENT RECORDED JANUARY 13, 1989 RECORDER'S INSTRUMENT NO. 89003100, SAN JOAQUIN COUNTY RECORDS.

PARCEL D:

THE EAST ½ OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN LYING SOUTH OF THE UPPER MAIN CANAL OF THE WEST SIDE IRRIGATION DISTRICT.

PARCEL E:

THE SOUTHWEST ¼ OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXHIBIT A
Page 4 of 4

PARCEL F:

THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN LYING SOUTHWESTERLY OF THE WEST SIDE IRRIGATION UPPER MAIN CANAL.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

RICHARD J. HICKENBOTTOM, P.L.S. 8654
LICENSE EXPIRATION DATE: 12-31-2015

10/23/14
DATE

LICENSED LAND SURVEYOR
RICHARD J. HICKENBOTTOM
8654
Exp. 12/31/15
STATE OF CALIFORNIA

CITY OF TRACY
DETERMINATION OF THE
DEVELOPMENT SERVICES DIRECTOR

Application Number D15-0018

A determination of the Development Services Director approving a Development Review application for the construction of a 403,560 square foot Industrial building, along with associated parking and landscape improvements located on the northeast side of "Road E" (Hopkins Road), Assessor's Parcel Numbers 209-120-04, 05 06 and 07. The owner is Prologis.

The following considerations were relevant in evaluating this application: Existing and planned infrastructure improvements, such as adjacent roadways, water and sewer lines, storm drain systems, the project's visual impact on I-205 as well as other adjacent existing and planned roads, on-site circulation, architecture, and landscaping.

Staff has reviewed the application and determined that the following City regulations apply:

Cordes Ranch Specific Plan
TMC Sec 10.08.3920 et seq.: Development Review
TMC Sec 10.08.3440 et seq.: Off-Street Parking Requirements
City of Tracy Design Goals and Standards

The Development Services Director has determined that the proposed project is consistent with the Cordes Ranch Specific Plan Environmental Impact Report (EIR), approved by the City Council on September 3, 2013, and the General Plan EIR approved by the City Council on February 1, 2011. Pursuant to CEQA Guidelines Section 15183, no additional environmental documentation is required. An analysis of the project shows that there will be no significant on or off-site impacts as a result of this particular project which were not already discussed in the Cordes Ranch and General Plan EIRs. There is also no evidence of any significant impacts to occur off-site as a result of the project, as traffic, air quality, land use and other potential cumulative impacts have already been considered within the original environmental documentation. No new evidence of potentially significant effects has been identified as a result of this project.

THE DEVELOPMENT SERVICES DIRECTOR, AFTER CONSIDERING ALL OF THE EVIDENCE PRESENTED, HEREBY APPROVES THE DEVELOPMENT REVIEW APPLICATION AS DESCRIBED IN THE PLANS RECEIVED BY THE DEVELOPMENT SERVICES DEPARTMENT ON November 3, 2015, SUBJECT TO THE ATTACHED CONDITIONS OF APPROVAL (EXHIBIT "1") AND BASED ON THE FOLLOWING FINDINGS:

Development Review Findings:

1. The establishment, maintenance, and operation of the proposed industrial building will conform to the requirements and the intent of the City of Tracy General Plan and Municipal Code. In particular, the proposal for an industrial distribution land use is consistent with the Business Park Industrial Zone requirements of the Cordes Ranch Specific Plan.

2. The establishment, maintenance, and/or operation of the proposed industrial building will not, under the circumstances of the particular case or as conditioned, be injurious or detrimental to the health, safety, or general welfare of persons or property in the vicinity of the proposed use or structure, or to the general welfare of the City because the project is consistent with the land use, design, and other elements of the City of Tracy General Plan, and applicable requirements of Chapter 10.08 of the Tracy Municipal Code and the Cordes Ranch Specific Plan.

3. The project, as conditioned and approved, will not adversely affect or impair the benefits of occupancy, most appropriate development, property value stability, relationship between the taxable value of property and the cost of municipal services to such property, or the desirability of property in the vicinity, because the project, as designed and conditioned will not adversely visually impair the benefits of the property in the vicinity. The buildings consist of a variety of materials in the architectural elements, including concrete tilt-up panels in varying colors, glass, spandrel glazing, awnings, and building façade breaks for visual interest. The project also utilizes significant berming and a varied landscape palette in a large perimeter surrounding the building that mixes trees shrubs and groundcover to create visually pleasing elements that will be visible from the surrounding streets and adjacent parcels.

4. The project, with conditions, is consistent with parking, landscaping, utilities, public right-of-way, and other City improvement requirements.

Andrew Malik, Development Services Director

11/18/2015
Date of Action

Exhibit 1

DEVELOPMENT SERVICES DEPARTMENT
CONDITIONS OF APPROVAL
403,560 Square Foot Industrial Building
Application Number D15-0018

A. General Provisions and Definitions

1. These Conditions of Approval shall apply to the real property described as the northeast corner of Hansen and New Schulte Roads, Assessor's Parcel Numbers 209-120-04, 05, 06 and 07, Application Number D15-0018, a 403,560 square foot industrial and office building (hereinafter "Project").

2. The following definitions shall apply to these Conditions of Approval:

   a. "Applicant" means any person, or other legal entity, defined as a "Developer".

   b. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed engineer designated by the City Manager, or the Development Services Director, or the City Engineer to perform the duties set forth herein.

   c. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Municipal Code, Cordes Ranch Specific Plan, ordinances, resolutions, policies, procedures, and the City's Design Documents (including the Standard Plans, Standard Specifications, Design Standards, and relevant Public Facility Master Plans).

   d. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.

   e. "Conditions of Approval" shall mean the conditions of approval applicable to the 403,560 square foot industrial and office building, Application Number D15-0018. The Conditions of Approval shall specifically include all Development Services Department conditions set forth herein, including all Planning and Engineering Division conditions set forth herein.

   f. "Project" means the real property described as the northeast side of "Road E" (Hopkins Road), Assessor's Parcel Numbers 209-120-04, 05, 06 and 07, Application Number D15-0018, a 403,560 square foot industrial and office building.

g. "Developer" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. The term "Developer" shall include all successors in interest.

3. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, et seq.), the Subdivision Map Act (Government Code sections 66410, et seq.), the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 1500, et seq., "CEQA Guidelines").

4. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all City Regulations.

5. Pursuant to Government Code section 66020, including section 66020(d)(1), the City HEREBY NOTIFIES the Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) has begun on the date of the conditional approval of this Project. If the Developer fails to file a protest within this 90-day period, complying with all of the requirements of Government Code section 66020, the Developer will be legally barred from later challenging any such fees, dedications, reservations or other exactions.

B. Planning Division Conditions of Approval

1. Except as otherwise modified herein, the project shall be developed in accordance with the plans received by the Development Services Department on November 3, 2015. Prior to the issuance of any building permits, any deviations from the approved site plan or elevations shall be evaluated for substantial compliance with the approved plans, to the satisfaction of the Development Services Director. Should any deviations be determined not to be in substantial compliance with the approved plans, they shall be reviewed in a new Development Review application process.

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

3. No signs are approved as part of this application. All signs for the project shall be reviewed under a separate sign permit application in accordance with Tracy Municipal Code (TMC) and Cordes Ranch Specific Plan (CRSP) Standards.

4. No roof mounted equipment, including, but not limited to, HVAC units, vents, fans, antennas, sky lights and dishes whether proposed as part of this application, potential future equipment, or any portion thereof, shall be visible from Hansen Road, New Schulte Road, Road E, I-205 or any other public right-of-way.

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

6. All PG&E transformers, phone company boxes, trash enclosures or compactors, 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.

7. The applicant shall pay all applicable fees for the project, including, but not limited to, development impact fees, building permit fees, plan check fees, grading permit fees, encroachment permit fees, inspection fees, school fees, or any other City or other agency fees or deposits that may be applicable to the project.

8. All improvements shall be consistent with the Tracy Municipal Code, Cordes Ranch Specific Plan, Standard Plans, and other applicable City Regulations.

9. All vents, gutters, downspouts, flashing, electrical conduit, etc. shall be internal to the buildings when feasible, and otherwise 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.

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

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. Prior to the issuance of a certificate of occupancy, bicycle parking spaces shall be provided in accordance with Tracy Municipal Code Section 10.08.3510 to the satisfaction of the Development Services Director.

13. Prior to final inspection or certificate of occupancy, carpooling/ridesharing and electric vehicle parking spaces shall the clearly marked, per the requirements of the Natural Resources and Sustainability section of the CRSP.

14. Prior to the issuance of a building permit, the on-site circulation signs shall be designed for placement at the southeast entry of the site, to ensure safe interaction between truck and auto traffic, to the satisfaction of the Development Services Director.

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

16. No outdoor storage of materials is permitted on the site.

17. Prior to the issuance of a building permit, the developer shall provide documentation of compliance with the San Joaquin Valley Air Pollution Control District Rule 9510, Indirect Source Review to the Development Services Department.

18. Prior to the issuance of a building permit, the landscape plans shall be revised to show plants and irrigation on northeast side of the truck entry/exit driveway adjacent to Promontory Parkway, coordinating with the planting on the southwest side of the driveway.

19. Prior to the issuance of a building permit, the lots shall be merged or lot lines adjusted to ensure that no property lines run through the building footprint.

20. The Developer 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, a pre-construction survey prior to ground disturbance, and payment of all applicable fees, to the satisfaction of San Joaquin Council of Governments.

Public Works Department Conditions of Approval

1. Landscape Maintenance for Public Landscaping. Proceeds from property taxes are not generally sufficient to pay for the level of general City services generated by the development. The cost of long-term landscape maintenance of public landscaping is particularly burdensome. Therefore, before approval of the first Final Map, an Offsite Improvement Agreement, or an encroachment permit (whichever occurs first), the Developer shall assure that there will be sufficient funding for the ongoing costs related to public landscaping maintenance costs. Developer must prepare its improvement plans and fund a landscaping budget analysis (to be performed by a consultant to the City) to establish the scope and cost estimates of the public landscaping maintenance costs.

As used here:
"Public landscaping maintenance costs" includes but is not limited to maintenance, operation, repair and replacement of public landscaping included in the Project.
"Public landscaping" includes but is not limited to 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, parks or open space area.

Prior to the issuance of a Building Permit, the Developer shall do one of the following, subject to the approval of the Finance Director:

a. Annexation. The Developer shall, at its cost, annex the entire Project area into the existing Tracy Consolidated Landscape Maintenance District (TCLMD). It is understood that when property annexes into the TCLMD, the property owners will be assessed for their pro rata share of assessment district maintenance costs of public landscaping as described in the TCLMD for the Project area. Before issuance of a building permit, the developer shall deposit a first year's assessment equivalent to the Maintenance District's first 12 months of estimated costs, based on the approved landscaping budget analysis;

Or

b. CFD or other funding mechanism. The Developer shall, at its expense, form or annex into 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 costs of public landscaping included in the Project. Formation of the CFD shall include, but not be limited to, affirmative votes at the CFD election and the recordation of a Notice of Special Tax Lien. Upon a successful election, the parcels will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment;

Or

c. POA. The Developer shall, at its expense, form a Property Owner's Association (POA) with CC&Rs reasonably acceptable to the City for the entire Project area for funding or performing the on-going maintenance costs of public landscaping included in the Project. If the POA is the chosen funding mechanism, the Developer must also annex to the TCLMD or form or annex into a CFD in a "dormant" capacity, to be triggered if the POA is not created after the Final Map or fails to perform the required public landscape maintenance. (Even in a dormant status, the tax or assessment must be disclosed to homebuyers and non-residential property owners.) Before issuance of a building permit, the developer shall deposit a first year's assessment equivalent to the first 12 months of estimated costs, based on the approved landscaping budget analysis;

Or

d. Direct funding. The Developer shall deposit with the City an amount necessary to fund the full maintenance costs in perpetuity as identified by the approved landscaping budget analysis.

2. Prior to issuance of a grading permit, the Developer shall provide proof of compliance with the Construction General Permit through a Waste Discharge ID number or Notice of Intent submittal; and provide proof of compliance with the City of Tracy Manual of Stormwater Quality Control Standards for New Development and Redevelopment (Manual), which includes the requirements for Site Design, Source and Treatment Control Measures, in a project Stormwater Quality Control Plan (SWQCP), to the satisfaction of the Public Works Director or his/her designee. Prior to issuance of a building permit, the Developer shall provide proof of compliance with CalGreen Building Standards, to the satisfaction of the Public Works Director or his/her designee.

3. Prior to the issuance of a building permit, the Developer shall prepare a detailed landscape and irrigation plan for all landscape areas (e.g. back yards, front yards, and public right of way) consistent with City standards and shall show compliance

with adopted Water Efficient Landscape Ordinance and mandatory CalGreen Building Standards for Residential Properties through submittal and approval of the required Landscape Package, which includes project information, a water efficient landscape worksheet, a soil management report and Landscape, Irrigation, Drainage and Grading Plans, to the satisfaction of the Public Works Director or his/her designee.

Engineering Division Conditions of Approval

C.1. General Conditions

C.1.1 Developer shall comply with the applicable requirements of the technical analyses and reports prepared for the Project listed as follows:

a) "*Cordes Ranch Building 6 (HAWK) Traffic Consistency Analysis (TO#8),"* prepared by Kimley-Horn and Associates, Inc. dated October 9, 2015 *("Traffic Analysis"),* and any subsequent amendments or updates.

b) *"Hydraulic Evaluation of International Park of Commerce - Building 6"* prepared by Blackwater Consulting Engineers, Inc., ("*Water Analysis*").

c) *Cordes Ranch Specific Plan* prepared by David Babcock & Associates, dated September 3, 2013 ("*Specific Plan*").

e) *Cordes Ranch Specific Plan Final Environmental Impact Report*, prepared by The Planning Center | DC&E, dated September 3, 2013 ("*FEIR*"), adopted by City Council on September 3, 2013 (Resolution No. 2013-143).

f) *"Mitigation Measures and Monitoring Program for the Cordes Ranch Specific Plan"*, adopted by the City Council September 3, 2013 (Resolution No. 2013-143).

g) *"Geotechnical Investigation Report on Cordes Ranch"*, prepared by KC Engineering Company, dated October 30, 2000.

h) *"Percolation Test Results"* prepared by ENGEO, Inc., October 28, 2011.

i) *"Geotechnical Investigation for IPC Building 6 – "Hawk" BTS Project in Tracy, California"* prepared by Cornerstone Earth Group, dated September 3, 2015, and any subsequent amendments or updates.

j) *"Cordes Ranch Specific Plan – Storm Drainage Technical Report"* prepared by Storm Water Consulting, Inc. and Stantec, Inc., dated December, 2012, and any subsequent amendments or updates.

k) *"Cordes Ranch Specific Plan Tier 2 Infrastructure Evaluation of Potable and Recycled Water Systems"* prepared by West Yost Associates, Inc. dated December 19, 2012, and any amendments or updates.

l) *"Wastewater Master Plan Tier 2 – Cordes Ranch Specific Plan Application Review"* prepared by CH2MHill, Inc. dated January, 2013,

and any subsequent amendments or updates.

C.1.2 Developer shall comply with the requirements of the *Development Agreement By and Between the City of Tracy and Prologis, L.P.*, approved by City Council September 3, 2013 (Ordinance Number 1188).

C.2. Grading Permit

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

C.1.1 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.1.2 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.1.3 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#).

C.1.3.1 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.

C.1.3.2 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.1.3.3 The Developer shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the applicable provisions of the City's Storm Water Management Program.

C.1.4. Two (2) sets of the Project's Geotechnical Report signed and stamped by a licensed Geo-technical Engineer licensed to practice in the State of California, as required in Condition C.4.1 (a), below. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, percolation rate, and elevation of the highest observed groundwater level.

C.1.5. 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 and AQ-2 of the Mitigation Monitoring and Reporting Program of the Cordes Ranch Specific Plan Final Environmental Impact Report (CRSP EIR).

C.1.6. Documentation of any necessary authorizations from Regional Water Quality Control Board (RWQCB) as required in the applicable mitigation measures identified in the Cordes Ranch Specific Plan EIR.

C.1.7. Two (2) sets of Hydrologic and Storm Drainage Calculations for the design of the on-site and off-site storm drainage.

C.3. Encroachment Permit - No applications for encroachment permit will be accepted by the City as complete until the Developer provides all relevant documents related to said encroachment permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

C.3.1. Improvement Plans prepared on a 24" x 36" size 4-mil thick polyester film (mylar) and these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

C.3.2. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

C.3.3. Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA. The Developer's obligations in the OIA shall be deemed to be satisfied upon City Council's acceptance of the public improvements and release of the Improvement Security.

C.3.4. 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. The Developer's obligations in the DIA shall be deemed to be satisfied upon the release of the Improvement Security.

C.3.5. 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 and as approved in the Development Agreement.

C.3.6. Traffic Control Plan signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California, as required in Condition C.4.6, below.

C.4. Improvement Plans - Improvement Plans shall contain the design, construction details and specifications of public improvements that are necessary to serve the Project. The Improvement Plans shall be drawn on a 24" x 36" size 4-mil thick polyester film (mylar) and shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, 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:

C.4.1. Grading and Storm Drainage Plans

Site Grading

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

b) When the grade differential between the Project Site and adjacent property(s) exceeds 12 inches, a reinforced concrete or masonry block, or engineered retaining wall is required for retaining soil. The Grading Plan shall show construction detail(s) of the retaining wall or masonry wall. The entire retaining wall and footing shall be constructed within the Project Site. A structural calculation shall be submitted with the Grading and Storm Drainage Plans.

c) An engineered fill may be accepted as a substitute of a retaining wall, 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.

d) Grading within USA Pipeline Easement (1597 OR 413) Improvement Plans for I.P.C. Building 6 Improvement Plans shall be submitted to the United States Bureau of Reclamation (USBR) for their review. No grading will be permitted within the USA Pipeline Easement until the Developer provides to the City of a letter of Non-objection from USBR.

e) Grading for the site shall be designed such that the Project's storm water can overland release to either a public street or to a public storm drainage facility.

Storm Drainage

f) Temporary Retention Basin at LW9B: The Developer shall design and install a Temporary Retention Basin at the location of the future Detention Basin LW9B (DET LW9B) in accordance with the Citywide Storm Drainage Master Plan, the *Cordes Ranch Specific*

Plan Tier 2 Storm Drainage Technical Report, and the City of Tracy's *Engineering Design & Construction Standards*.

The Developer is proposing to construct Temporary Detention Basin LW9B to perform as a retention basin. City will accept DET LW9B improvements after completion of ultimate improvements at DET LW9B and construction of the downstream outflow pipes from DET LW9B to WSID Sub-Main Drain at Lammers Road south of Byron Road as described in the Citywide SDMP, after the DET LW9B is confirmed to be operational in compliance with the intent of the Storm Drainage Master Plan.

g) Developer shall be responsible for maintenance of the Temporary Retention Basin at DET LW9 until the downstream drainage facilities are installed and accepted by the City. The Developer shall sign a Deferred Improvement Agreement (DIA), to assure completion of the Developer's obligation to repair and maintain said basin while the Temporary Retention Basin is in service and then, if required, to modify storm drainage retention basin to conform to Master Plan requirements for DET LW9B. Prior to the final inspection of the first building to be constructed on the Property, the Developer shall submit a signed and notarized Maintenance Agreement as a guarantee for the performance of Developer's responsibilities towards the repair and maintenance of the retention basin at future DET LW9.

h) Layout and design of access easements for the Temporary Retention Basin to be dedicated to the City shall be per the requirements of Public Works Department and City Regulations.

i) Calculations related to the design and sizing of on-site storm water treatment facilities must be submitted with the Grading and Storm Drainage Plans, and approved by City's Stormwater Coordinator prior to issuance of the Grading Permit for the Project.

j) The design and construction details of the Project's storm drainage system and treatment facilities shall meet City Regulations and shall comply with the applicable requirements of the City's *Multi-Agency Post-Construction Stormwater Standards Manual.* and storm water regulations that were adopted by the City Council in 2015 and any subsequent amendments.

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.

l) The Developer shall arrange for a site sub-surface investigation for determining the presence of irrigation and drainage tile drains within and around the Project Site, if any, and submit a report prepared and signed by a Geo-technical Engineer. In the event that tile drains exist within and around the Project Site, the Developer has the option to either relocate or abandon the on-site tile drains as required for the

proposed development. All existing tile drains and proposed improvements for the relocation or removal of tile drains must be shown on the Grading and Storm Drainage Plans. Any tile drains under the proposed buildings shall be abandoned or relocated as may be required, to the satisfaction of the City. The Developer or the property owner(s) will be responsible for maintenance of tile drains to remain or the relocated tile drains and associated improvements. Additionally, the Developer will be responsible for monitoring the groundwater levels, and for the mitigations, if any, that may be required, by any applicable laws and regulations.

C.4.2. Sanitary Sewer Improvement Plans

a) As provided in the *Final Draft Report Wastewater Master Plan Tier 2 – Cordes Ranch Specific Plan Application Review* and also in the Development Agreement between The City of Tracy and Prologis, L.P., the City will allow up to 0.145 MGD (145,000 gallons per day) of Dry Weather Flow from the Cordes Ranch Specific Plan Area to enter the Hansen Trunk Sewer on an interim basis. Prior to issuance of Building Permit, Developer shall provide documentation to verify available capacity in the Hansen Sewer for the Project.

b) The City shall periodically review the water meter records to determine available capacity of the Hansen Trunk Sewer. At the time of application for building permit for the Project, if the City determines that existing capacity is not available to serve the Project, then the improvements identified in the Wastewater Master Plan must be constructed as necessary to provide the additional conveyance capacity required.

c) Prior to the issuance of Building 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. The Developer shall design and construct all on-site sewer improvements in accordance with the City's Design Standards and Standard Specifications.

d) 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 Engineer. The Subdivider is hereby notified that the City will not provide maintenance of the sewer lateral within the public right-of-way unless the sewer cleanout is located and constructed in conformance with Standard Plan No. 203. The City's responsibility to maintain on the sewer lateral is from the wye fitting to the point of connection with the sewer main.

e) As detailed in the Final Draft Report Wastewater Master Plan Tier 2 – Cordes Ranch Specific Plan Application Review and in the Development Agreement, the Developer shall pay all impact fees for Wastewater Treatment and Wastewater Conveyance. The International Park of Commerce Building 6 Project will also be responsible to pay a fair share contribution for the long-term use of

the Hansen Trunk Sewer conveyance. Wastewater Conveyance fees paid shall be specifically earmarked for design and construction of the proposed Lammers Trunk Sewer System.

f) 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.

This limitation shall not apply to the Project to the extent that the cumulative wastewater treatment needed for the initial Cordes Ranch Phase 1 Projects (i.e. Crossroads Building 1, Fed Ex Distribution Center, Medline Distribution Facility, and I.P.C. Building 6) does not exceed the 0.145 MGD provided per the Development Agreement. However, if the remaining WWTP capacity has been be fully allocated prior to start of completion of the proposed project and if the cumulative wastewater treatment demand from the initial Phase 1 Cordes Ranch Projects exceeds 0.145 MGD, the Developer shall have the option to provide the necessary funding to the City to assist in completion of the phased WWTP expansion construction, above and beyond payment of sewer impact fees, and the Developer would be eligible for reimbursement of these monies as other projects are developed and sewer impact fees posted with the City.

C.4.3. Water Distribution System

a) During the construction phases 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.

b) Fire Service Line – The Developer shall design and install fire hydrants at the locations approved by the City's Fire Code Official and Chief Building Official. Prior to the issuance of a Building Permit, the Developer shall submit calculations and plans as required by the City, and obtain written approvals for the proposed fire system from the City's Fire Code Official and Chief Building Official for the design, location and construction details of the fire service connection to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.

c) The Developer hereby acknowledges that the Water Analysis by City's Consultant (Blackwater Consultants) has not been completed. Hence, the water infrastructure requirements and required water connections have not been determined. The Developer agrees to

install all necessary water facilities as required by the Water Analysis and the City of Tracy Fire Code Official.

d) Prior to issuance of Certificate of Occupancy, the Developer shall enter into a Deferred Improvement Agreement (DIA) and post improvement security to guarantee completion of design and construction of a new 16" water line (or appropriate size as determined in the Water Analysis) to connect existing 16" water line in Hansen Road to existing 20" water in Lammers Road. The new 16" water line shall be located generally within the future street right-of-way for New Schulte Road. The Developer shall be eligible for fee credits for program-funded improvements per the Development Agreement and City Regulations. The timing of completion of the new 16" water line shall be as specified in the DIA.

e) The Developer shall provide funding for a Feasibility Analysis by City's consultant to determine the scope of improvements, timing of completion, preliminary alignments/locations and preliminary cost estimates for completion of either an ASR well, or a 20-in diameter transmission pipeline from JJWTP to the intersection of Hansen Road and Old Schulte Road. Developer shall fund the Feasibility Analysis within thirty (30) days from the date of approval of City Consultant's task order by the City. The performance criteria, design parameters and standards for the Feasibility Analysis shall be per Chapter 6, System Performance, and Operational Criteria included in the City Wide Water Master Plan. The Developer shall be eligible to receive fee credit or reimbursement of the cost of the Feasibility Analysis in excess of Developer's fair share cost.

f) Per the letter from the Fire Code Official dated January 31, 2014, temporary certificate of occupancy (or final certificate of occupancy, if TCO is not requested) for Building 6 may be withheld if the fire flow parameters noted in the letter and Tracy Design Standards Section 6.02 are not met to the satisfaction of the Fire Code Official.

g) If the Cordes Ranch 2.0 MG storage tank and booster pump station is not completed prior to the issuance of the temporary certificate of occupancy, the Developer shall demonstrate to the satisfaction of the Fire Code Official that the fire flow parameters as mentioned above are met. The Tier 2 Recycled Water Transmission mains are required to serve the Project Site and the Specific Plan Area. As part of the offsite improvements for the Project, an 8-inch Recycled Water main shall be installed in the public right-of-way in Road 'E' (Hopkins Road) from Hansen Road to the Project frontage, and a 12-inch Recycled Water Main shall be installed in New Schulte Road from Hansen Road to the project frontage. Proposed Irrigation meters and irrigation services are to be served from this distribution pipe system.

h) Interruption to the water supply to the existing businesses and other users within Patterson Pass Business Park will not be allowed to facilitate construction of on-site or off-site improvements related to the Project. The Developer shall be responsible for notifying

business owner(s) and users, regarding construction work that involves traffic rerouting or other traffic related and access impacts to the existing businesses. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business owner(s) at least 72 hours before start of work. Prior to starting the work described in this section, the Developer shall submit a Work Plan acceptable to the City that demonstrates no interruptions to the water supply, and Traffic Control Plan to be used during the installation of the offsite water mains and connections.

i) Domestic and Irrigation Water Services – The Developer shall design and install domestic and irrigation 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 will be responsible for relocating or reinstalling water sub-meters. 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.

C.4.4. Street Improvements:

As identified in the *Cordes Ranch Specific Plan*, and also analyzed in the *Project Building 1 and Building 2 Traffic Analysis Consistency Memorandum* prepared by Kimley Horn, dated September 2014, and also analyzed in the *Cordes Ranch Building 6 (HAWK) Traffic Consistency Analysis* prepared by Kimley Horn, dated October 9, 2015, ("Traffic Analysis"), certain roadway and intersection improvements are required to be constructed to serve the Project, as summarized below. Prior to issuance of the final certificate of occupancy, the Developer shall complete construction of said improvements identified in the Traffic Analysis, and satisfy all applicable requirements specified in these Conditions of Approval, Cordes Ranch Specific Plan and City Regulations.

a) Road 'E' (Hopkins Road) The Developer shall design and install improvements to construct Road 'E' (Hopkins Road) to serve the project from Hansen Road to the future Greenbelt Channel crossing (western edge of I.P.C Building 6 parcel frontage). Per the Cordes Ranch Specific Plan, Road 'E' (Hopkins Road) shall include two 13' wide travel lanes with a 14' wide TWLTL median. Turning radius and travel lane storage requirements for STAA Trucks are to be considered in the design of these roadway improvements. Adequate turn lanes and acceleration and deceleration lanes are to be provided where required.

The roadway improvements shall include, but are not limited to, concrete curb, gutter and sidewalk, accessible ramps, asphalt concrete pavement, signing and striping, storm drains, catch basins, fire hydrants, street lights, street trees with automatic irrigation system, barricade and guardrail, and other improvements as determined by the City Engineer necessary for a safe operation of a newly improved street.

b) New Schulte Road (Promontory Pkwy) The Developer shall design and install the improvements required to construct New Schulte Road (Promontory Pkwy) to serve the Project from Hansen Road to the future Greenbelt Channel crossing at the western property line for I.P.C. Building 6 parcel, including any transitions required. The interim roadway improvements will include shoulder and a single travel lane in each direction, and will include a temporary Truck Turn-Around at the terminus on the south side of New Schulte Road (Promontory Pkwy). New Schulte Road (Promontory Pkwy) shall be designed to STAA standards to accommodate truck traffic.

The roadway improvements shall include, but are not limited to, concrete curb, gutter and sidewalk, accessible ramps, asphalt concrete pavement, signing and striping, storm drains, catch basins, fire hydrants, street lights, street trees with automatic irrigation system, barricade and guardrail, and other improvements as determined by the City Engineer that are necessary for a safe transition from the New Schulte Road/Hansen Road intersection to narrower roadway section.

c) The *Services for Cordes Implementation Plan: Medline Project, FedEx and Building 1 & 2* prepared by Kimley Horn, dated September 12, 2014 and the *Project Hawk Traffic Analysis Memorandum* prepared by Kimley Horn, dated October 9, 2015 ("Traffic Analysis"), and identified the Project's traffic impacts that are to be mitigated by the Developer and the recommended mitigations that are summarized below:

- Intersection #5 Mountain House Parkway/I-580 EB Ramps; and Intersection #4 Patterson Pass-Mountain House Parkway/ I-580 WB Ramps: Installation of traffic signals at the EB and WB on ramps to Interstate 580 are required to improve the intersection Level of Service. These traffic signal improvements are non-program improvements. If other projects within Phase 1 of Codes Ranch Specific Plan area (or other parties as required by the City) are required to complete these improvements, and if the improvements are either completed, or in progress at the time of issuance of building permit for the I.P.C. Building 6 Project, the Developer shall pay its fair share of the cost of improvements to the City to be reimbursed to the responsible parties that constructed the improvements. The fair share costs shall be determined by the City based on the engineer's cost estimate (or actual costs as may be applicable) subject to any deductions per

the Master Plan for any portion of the scope of work that addresses the ultimate configuration of the improvements.

Alternatively, if at the time of issuance of building permit, the traffic signal installation has not been guaranteed by other parties (by signed agreement and security), the Developer will be required to install the traffic signal improvements, and request establishment of a Benefit District by the City to recover fair share costs from other benefiting projects within Phase 1 of Codes Ranch Specific Plan area as determined by the City Engineer.

If the installation of the new traffic signal is not completed prior to the Final Certificate of Occupancy for the I.P.C. Building 6 Project, City will consider issuance of Final Certificate of Occupancy, provided that the Developer indemnifies the City for any damages and claims resulting from the non-completion of such improvements. In such event, prior to issuance of Final Certificate of Occupancy, the Developer shall enter into a Deferred Improvement Agreement with acceptable security for completion of the traffic signal improvements.

Any improvements installed that will be part of the ultimate (program) improvements will be subject to fee credits per the Development Agreement. The installation of traffic signals at these locations will require Caltrans approval and an Encroachment permit from Caltrans. Design of the on-ramp traffic signals shall comply with Caltrans Design Standards.

- Intersection #7 Hansen Road/Old Schulte Road: The Hansen Road/ Old Schulte Road intersection is currently controlled by a 4-way stop control. Installation of a traffic signal is required at this location to improve the Level of Service for the intersection. Portions of the Hansen Road/Old Schulte Road intersection lie outside of the City limits; therefore, the design of the signalized intersection shall conform to the City of Tracy and the County of San Joaquin design standards.

  If other projects within Phase 1 of Codes Ranch Specific Plan area (or other parties as required by the City) are required to complete these improvements, and if the improvements are either completed, or in progress at the time of issuance of building permit for the I.P.C. Building 6 Project, the Developer shall pay its fair share of the cost of improvements to the City to be reimbursed to the responsible parties that constructed the improvements. The fair share costs shall be determined by the City based on the engineer's cost estimate (or actual costs as may be applicable) subject to any deductions per the Master Plan for any portion of the scope of work that addresses the ultimate configuration of the improvements.

  Alternatively, if at the time of issuance of building permit, the traffic signal installation has not been guaranteed by other parties (by signed agreement and security), the Developer will be required to

install the traffic signal improvements, and request establishment of a Benefit District by the City to recover fair share costs from other benefiting projects within Phase 1 of Codes Ranch Specific Plan area as determined by the City Engineer.

- Intersection #10 Lammers Road/Old Schulte Road: The Lammers Road/Old Schulte Road intersection will require the installation of a traffic signal and the construction of an exclusive northbound left-turn lane. An Encroachment Permit from the San Joaquin County will be required prior to construction of the intersection improvements. The City has established a Capital Improvement Project for the improvements at this intersection, and will complete design and construction of these improvements. Prior to issuance of the Final Certificate of Occupancy, the Developer shall pay its fair share of the cost of the improvements.

  The fair share costs shall be determined by the City based on the engineer's cost estimate subject to any deductions per the Master Plan for any portion of the scope of work that addresses the ultimate configuration of the improvements. If at the time of issuance of the Final Certificate of Occupancy, the City does not have the improvement plans for the subject project completed to a reasonable stage for cost estimation purposes, the Developer shall post a bond for the fair share cost, and execute a Deferred Improvement Agreement. The Deferred Improvement Agreement shall establish the timing and amount of payment of Developer's fair share cost to be based on the final (or bid set) improvement plans.

d) Improvements for the above listed intersection mitigations shall include the installation of four-way stop signs, stop bars, and legend, right-turn lane(s), left turn lane(s), raised median(s), handicap ramp(s), sidewalk(s), concrete curb, concrete gutter, pavement transition, lane line marking(s), pavement markings, crosswalk, traffic sign(s) and other improvements as determined by the City that are necessary for the safe operation of a signalized intersection.

e) Intersection improvements shall include the modification of a traffic signal and associated improvements such as traffic signal controller and power supply (in separate cabinets), traffic detecting loops and utility box, traffic monitoring video camera(s), fiber optic wired traffic signal interconnect system, right-turn lane(s), left turn lane(s), raised median(s), handicap ramp(s), sidewalk(s), concrete curb, concrete gutter, pavement transition, lane line marking(s), pavement markings, crosswalk, traffic sign(s) and other improvements as determined by the City that are necessary for the safe operation of a signalized intersection.

f) Developer shall provide the fiber optics system or alternative communication system acceptable to the City Engineer for communication of the traffic signals for the future condition. In the interim condition, the Developer shall provide a functional

communication system to City's Traffic Control Management Center (TCMC) located at the City Hall from the traffic signals that will be constructed with this Project. Unless otherwise specified in the Development Agreement, 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 Developer's cost, and no fee credits or reimbursements will be applicable. As such, the City shall provide to the Developer the specifications as to the program scope design and equipment that meets the intent of the Master Plan system.

g) Right-of-Way on Road 'E' (Hopkins Road) and New Schulte Road (Promontory Pkwy): The Developer shall offer an Irrevocable Offer of Dedication to dedicate right-of-way along the entire length of Road 'E' (Hopkins Road); and New Schulte Road (Promontory Pkwy) from Hansen Road to the I.P.C Building 6 Project Site to conform to the *Cordes Ranch Specific Plan* and on *City of Tracy Citywide Roadway and Transportation Master Plan* prepared by RBF Consulting, November 2012 ("TMP").

Road 'E' (Hopkins Road) is designated as an Industrial Street (Specific Plan Road) with a 60-feet Right-of-Way width per Fig. 4-15(f) of TMP.

New Schulte Road (Promontory Pkwy) is designated as 6-Lane Major Arterial (Four Lane Parkway, Figure 4.15(b) of TMP), and Right-of-way width for New Schulte Road (Promontory Pkwy) shall be 121 feet.

Additional right-of-way dedication may be required for turn lanes as identified in the Traffic Analysis and TMP.

The Developer shall execute an Irrevocable Offer of Dedication to convey the land in fee title and submit legal description and plat map that describes the area to be dedicated, prior to City Council's acceptance of the public improvements. The cost of right-of-way dedication including the cost of preparing the legal description and plat map will be paid by the Developer.

h) The roadway improvements described in this sub-section (Offsite Roadway Improvements) must be designed and constructed by the Developer to meet the applicable requirements of the latest edition of the California Department of Transportation Highway Design Manual (HDM) and the California Manual of Uniform Traffic Control Devices (MUTCD), the applicable City Regulations, and these Conditions of Approval. . Design and construction details of the Offsite Roadway Improvements must be shown on the Improvement Plans.

i) In order to guarantee completion of the Offsite Roadway Improvements, the Developer is required to enter into an Offsite Improvement Agreement (OIA) with the City and post improvement security in the amounts approved by the City Engineer, prior to the Encroachment Permit. The OIA requires authorization from the City Council. The Developer shall pay applicable engineering review fees such as plan checking, agreement and permit processing, testing, and

construction inspection fees based on current charge rate and as required by these Conditions of Approval, or fees specified in the Development Agreement (as applicable).

j) The City will accept the Irrevocable Offer of Dedication for Road 'E' (Hopkins Road) and New Schulte Road (Promontory Parkway) upon completion of ultimate improvements per the TMP. The City will assume responsibility to maintain the public improvements on Road 'E" and New Schulte Road (Promontory Pkwy) after the City Council accepts the public improvements and accepts the offer of dedication for right-of-way.

C.4.5. Project Driveways: To obtain project access from the proposed roadways [Road 'E' (Hopkins Road) and New Schulte Road (Promontory Pkwy)], the Project will construct new intersections and driveways as indicated on the Site Plan.

a) Driveway #1: The Driveway #1 is located near the east end of the Building 6 parcel on Road 'E', approximately 2000' west of the Hansen Road / Road 'E' (Hopkins Road) intersection. It is identified as Intersection #26 in the Traffic Analysis TM. Driveway #1 will be approximately 50' wide, stop controlled, full access driveway. (That is, Right and Left turns in and out of this driveway shall be allowed.) If this driveway is gated for security purposes, a Knox box shall be provided for fire department access.

b) Driveway #2: The Driveway #2 is located near the west end of the Building 6 parcel along Road 'E', approximately 2770' west of the Hansen Road/ Road 'E' (Hopkins Road) intersection. It is identified as Intersection #27 in the Traffic Analysis. Driveway #2 will be 26' wide, Stop controlled, Right In, Left Out movement only. After the next phases of I.P.C. Cordes Ranch project is completed, when the Greenbelt Channel culvert is constructed and when Road 'E' (Hopkins Road) is extended to New Schulte Road (Promontory Pkwy) , full access will be allowed at this driveway.

c) Driveway #3: The third driveway serving the Project site will be located on New Schulte Road (Promontory Pkwy), approximately 2200' west of the Hansen Road/ New Schulte Road intersection. This driveway is identified as Intersection #28 in the Traffic Analysis. For the Interim condition, Driveway #3 shall be a Stop controlled, Left in/Right out driveway. After completion of future phases of I.P.C. Cordes Ranch project are completed, when the Greenbelt Channel culvert is constructed and when New Schulte Road (Promontory Pkwy) is extended west, full access will be allowed at this driveway.

C.4.6. Traffic Control Plan - Prior to starting the work for any work within City's right-of-way on Hansen Road, on Road 'E', or on New Schulte Road (Promontory Pkwy), the Developer shall submit a Traffic Control Plan for each phase of work, to show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California.

C.4.7. Joint Utility Trench Plans 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 such as 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.

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 10-feet wide 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 10-feet wide PUE to the extent feasible (and except in the event, that additional space beyond the 10-feet PUE is required, as determined by the utilities owner(s)).

C.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:

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 Section 6.3(c) of the Cordes Ranch Development Agreement, and as required by these Conditions of Approval.

C.5.2. Check payment of any applicable Regional Transportation Impact Fees (RTIF) as required in Mitigation Measure TRANS-7 of the Mitigation Monitoring and Reporting Program of the Cordes Ranch 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 Mitigation Measure AG-1 of the Mitigation Monitoring and Reporting Program of the Cordes Ranch Final Environmental Impact Report and these Conditions of Approval.

C.5.4. Signed and notarized Grant of Easement including legal description and plat map(s), relating to the offer of dedication for the temporary storm drainage easement, as required in Condition C.4.1.h., above.

C.6. Acceptance of Public Improvements - Public improvements will not be accepted by the City Council until after the Developer completes construction of the relevant public improvements, and also demonstrates to the City Engineer satisfactory completion of the following:

C.6.1. Correction of all items listed in the deficiency report prepared by the assigned Engineering Inspector relating to public improvements subject to City Council's acceptance.

C.6.2. Certified "As-Built" Improvement Plans (or Record Drawings). Upon completion of the construction by the Developer, the City shall temporarily release the originals of the Improvement Plans to the Developer so that the

Developer will be able to document revisions to show the "As Built" configuration of all improvements.

C.6.3. Signed and notarized Grant Deed(s) with legal description(s) and plat map(s) for the offer of dedication of right-of-way for New Schulte Road (Promontory Pkwy) and Road 'E' (Hopkins Road), as required in Condition C.4.4.f, above.

C.6.4. Reasonable written permission from irrigation district or affected owner(s), if applicable, as required in Condition C.11.4, below. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Developer.

C.7. Final Building Certificate of Occupancy - No 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:

C.7.1. The Developer has satisfied all the requirements set forth in Condition C.6, above.

C.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).

C.8. Improvement Security – The Developer shall provide improvement security for all public facilities, as required by the OIA, DIA, 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 and the Development Agreement. The amount of improvement security shall be as follows:

C.8.1. Faithful Performance (100% of the estimated cost of constructing the public facilities),

C.8.2. Labor & Materials (100% of the estimated cost of constructing the public facilities), and

C.8.3. Warranty (10% of the estimated cost of constructing the public facilities)

C.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:

C.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.

C.9.2. Written request from the Developer and a copy of the recorded Notice of Completion.

C.10. Benefit District – The Developer may make a written request to the City for the formation of a Benefit District, prior to the approval of 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 Chapter 12.60 of the TMC.

C.11. Special Conditions

C.11.1. 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.

C.11.2. When street cuts are made for installation of utilities, the Developer 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.11.3. All existing on-site wells, if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. The Developer shall be responsible for all costs associated with the abandonment or removal of the existing well(s) including the cost of permit(s) and inspection. The Developer shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit.

C.11.4. 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.

C.11.5. Any damages to existing improvements within the street right-of-way due to construction related activities shall be repaired or replaced as directed by the City at Developer's cost.

C.11.6. 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.11.7. Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or other public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the Grading Permit, Encroachment Permit, Building Permit, Improvement Plans, OIA, and DIA, 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.

EXHIBIT "C"
PAGE 1 OF 1

Name of Person	Company Name	Telephone Number
Qais Al Shihabi	Prologis, LP	(415) 733-9411
Chuck McCallum	Kier & Wright Engineers	(925) 245-8788

Remainder of the Page Intentionally Left Blank

RESOLUTION 2019-_____

APPROVING THE OFFSITE IMPROVEMENT AGREEMENT FOR INTERNATIONAL PARK OF COMMERCE FOR 16-INCH ZONE 2 WATERLINE IMPROVEMENTS AND 18-INCH RECYCLED WATERLINE IMPROVEMENTS

WHEREAS, At the November 10, 2015 public hearing, the Development Services Director approved the Development Review application for the construction of a new 403,560 square-foot industrial building including its associated parking and landscape improvements (known as Building 6), located on Hopkins Road, and

WHEREAS, The Conditions of Approval for IPC Building 6 and subsequent project approvals within the Cordes Ranch (International Park of Commerce or IPC) Specific Plan area required the Developer to complete the waterline improvements in Promontory Parkway to connect the Zone 2 waterlines in IPC to existing waterline in Lammers Road, and

WHEREAS, The Developer has completed the design of the offsite 16-inch waterline and 18-inch recycled waterline improvements in Promontory Parkway and has submitted the Improvement Plans to the City. Staff has reviewed the Improvement Plans and found them to be complete. The Developer has obtained necessary easements from property owners to install the improvements, and

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

WHEREAS, Upon completion of all improvements, the City will accept the easements and improvements for maintenance, 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 16-inch waterline improvements and 18-inch recycled waterline improvements in Promontory Parkway for the International Park of Commerce Business Park (Cordes Ranch Specific Plan Area).

* *

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

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

April 16, 2019

AGENDA ITEM 1.C

REQUEST

AUTHORIZE THE PURCHASE OF FIVE SELF-CONTAINED PRE-FABRICATED RESTROOM BUILDINGS IN THE AMOUNT OF $365,000 FOR INSTALLATION AS A PART OF THE AIRPORT CDA IMPROVEMENTS CIP 77582

EXECUTIVE SUMMARY

The Parks & Recreation Department is finalizing construction documents for Restroom Facilities at the Tracy Municipal Airport. A significant part of the project includes purchase and installation of five (5) new self-contained restrooms. This request seeks to authorize the purchase of equipment directly from its respective manufacturer in order to save time and money.

DISCUSSION

On April 3rd, 2018, Council authorized the creation of a capital improvement project airport Community Development Agency (CDA) CIP-77582 and appropriated $991,000 from Fund 317 to fund improvements at the Tracy Municipal Airport. That project includes improvements to the west hanger area, east hanger area and American Legion Park.

The west hanger area improvements will include four (4) new self-contained restrooms and ADA improvements including new paving and striping. The east hanger area improvements will include one (1) new self-contained restroom and ADA improvements including new paving and striping. American Legion Park improvements will include a new 3-unit restroom, ADA improvements to the park and parking lot, a new shade structure, new site furnishings, a California Native Garden, and restriping of the FBO parking lot.

The vendor, Green Flush Technologies LLC, manufactures permanent, self-contained restroom buildings that come equipped with flush toilets and sinks. At this time, they are the only company in the United States that is making this type of product commercially available. Due to the lack of infrastructure at the airport, a self-contained restroom makes the most sense financially and staff feels sole-sourcing this product is warranted. The capital costs associated with extending utilities to the proposed restroom locations does not make the project feasible. This product allows us to install minimal infrastructure and spend money on above ground improvements. By purchasing the restrooms in advance and directly from the manufacturer, staff expects to minimize production time delays to the project as well. Additionally, purchasing directly from the manufacturer eliminates any additional processing or mark-up fees compared to working through a contractor to purchase these items.

Staff plans to secure bids for construction of Restroom Facilities in Summer 2019 and will return to Council to award the construction contract. Pad preparation and utility stubs for the restrooms listed in this staff report will be a part of the bid package. Those materials, including notations regarding the City's purchase of said materials, have been coordinated into the plans and specifications within the bid documents.

Below is a list of the products that will be purchased, including the vendor(s) that will be used.

Description	Vendor	Cost	Reason for Award
Aspen Single-Unit Restroom 4 units	Green Flush Technologies	$280,000	Sole-Source
Aspen Single-Unit Restroom w/ Covered Porch – 1 unit	Green Flush Technologies	$85,000	

STRATEGIC PLAN

This agenda item is consistent with the City Council's adopted Quality of Life Strategy and meets the following goals:

Goal 4: Engage in Efforts to Enhance Community Aesthetics.

Goal 5: Improve current recreational, cultural arts and entertainment programming and services to reflect community interests and demands.

FISCAL IMPACT

On April 3rd, 2018, Council authorized the creation of a capital improvement project CIP 77582 and appropriated $991,000 from Fund 317 to fund improvements at the Tracy Municipal Airport. Funds from CIP 77582 will be used for this purchase.

RECOMMENDATION

That City Council, by resolution, authorize the purchase of five self-contained pre-manufactured restroom buildings in the amount of $365,000 for installation as a part of the Airport CDA Improvements CIP 77582.

Prepared by: Richard Joaquin, Parks Planning & Development Manager

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

Approved by: Midori Lichtwardt, Interim City Manager

RESOLUTION _____

AUTHORIZING THE PURCHASE OF FIVE SELF-CONTAINED PRE-FABRICATED RESTROOM BUILDINGS IN THE AMOUNT OF $365,000 FOR INSTALLATION AS A PART OF THE AIRPORT CDA IMPROVEMENTS CIP 77582

WHEREAS, The Parks and Recreation Department is finalizing construction documents for restroom facilities at the Tracy Airport with a significant part of the project to include the purchase and installation of (5) self-contained restrooms.

WHEREAS, The City Council on April 3, 2018 authorized the creation of a capital improvement project airport Community Development Agency (CDA) CIP 77582 and appropriated $991,000 from Fund 317 to fund the improvements at the Tracy Municipal Airport.

WHEREAS, The vendor, Green Flush Technologies LLC, who manufactures permanent, self-contained restroom buildings that come fully equipped with flush toilets and sinks. At this time, they are the only company in the United States that produces this type of product commercially. By purchasing the restrooms in advance and directly from the manufacturer, staff expects to minimize production time delays to the project as well.

WHEREAS, The Parks and Recreation Department along with the Tracy Municipal Airport, plan to secure bids for construction of Restroom Facilities in the Summer of 2019 and will return to Council to award the construction contract

NOW, THEREFORE, BE IT RESOLVED, That City Council approves by resolution, the purchase of five self-contained pre-manufactured restroom buildings in the amount of $365,000 for installation as part of the Airport CDA Improvements CIP77582.

Description	**Vendor**	**Cost**	**Reason for Award**
Aspen Single-Unit Restroom 4 units	Green Flush Technologies	$280,000	Sole-Source
Aspen Single-Unit Restroom w/ Covered Porch – 1 unit	Green Flush Technologies	$85,000	

* * * * * * * * * * * * *

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

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

April 16, 2019

AGENDA ITEM 1.D

REQUEST

ADOPT THE LIST OF PROPOSED PROJECTS FOR FISCAL YEAR 2019-2020 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

EXECUTIVE SUMMARY

City staff is requesting that the City Council adopt the list of proposed projects for fiscal year 2019-2020 to be funded by SB 1, The Road Repair and Accountability Act of 2017. Once adopted, the list will be submitted to the California Transportation Commission (CTC) for anticipated funding of $1,531,904. This amount is based on revenues that the City anticipates receiving from the Road Maintenance and Rehabilitation Account as part of SB 1.

DISCUSSION

The Road Repair and Accountability Act of 2017 (Act) (SB1 Beall) is a significant new investment in California's transportation system. The Act increases per gallon fuel excise taxes, diesel fuel sales taxes and vehicle registration fees. A portion of this new revenue will be allocated to the Road Maintenance and Rehabilitation Account (RMRA).

The City of Tracy, based on the preliminary projections, will receive $1,531,904 for FY 2019-2020 from the RMRA (Attachment B).

In order to receive said funds, the City of Tracy must adopt, by resolution, a list of projects proposed to receive fiscal year funding from the RMRA, which must include a description and the location of each proposed project, an estimated project start date, an estimated project completion date, and the estimated useful life of the improvement.

This list of projects includes newly proposed projects as well as previously proposed and adopted projects that may utilize fiscal year 2019-2020 RMRA revenues in their delivery. In our case, the previously proposed and adopted Street Patch & Overlay Project (FY 2018/19) (proposed and adopted in the 2018-2019 SB 1 Project List) will use 2018-2019 and 2019-2020 RMRA revenues in its delivery. The newly proposed project that will receive 2019-2020 SB 1 RMRA funds is the 2019-2020 Street Patch & Overlay Project (Attachment C).

The typical effective useful life of a repair and overlay project is 10 years before the pavement condition index (PCI) returns to its pre-overlay level. A microsurface will last roughly 7 years before returning to the original PCI and a road that is slurry sealed will return to its original PCI after about 5 years. The road itself, however, can last 40 years or more.

STRATEGIC PLAN

This agenda item supports the City's Strategic Priority of enhancing the quality of life for its citizens.

FISCAL IMPACT

The approved CIP projects for this effort are CIP 73166 and CIP 73176. The expected funding is summarized in the following table:

	Funding Sources			
Project	F242 – Transportation Sales Tax	F245 – Gas Tax	Regional Surface Transportation Program (RSTP)	SB 1 RMRA
CIP 73176 Street Patch & Overlay FY 2019-2020	$540,000	$135,000	$642,208	$1,531,904
CIP 73166 Street Patch & Overlay FY 2018-2019	$387,663	$135,000	$1,192,209	$1,467,614

RECOMMENDATION

Staff recommends that City Council, by resolution, adopt the proposed list of projects for fiscal year 2019-2020 to be funded by SB 1: The Road Repair and Accountability Act of 2017.

Prepared by: Zabih Zaca, PE, Senior Civil Engineer

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

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – CaliforniaCityFinance.com RMRA Projections for FY 18/19
Attachment B – CaliforniaCityFinance.com RMRA Projections for FY 19/20
Attachment C – Proposed Project List for FY 2019-2020 to be Funded by SB 1

ATTACHMENT A

Local Streets and Roads - Projected FY2018-19 Revenues

Based on State Dept of Finance statewide revenue projections as of January 2019

Estimated 15 January 2019

	Highway Users Tax Acct (HUTA)[1] Streets & Highways Code					TOTAL HUTA	SB1		TOTAL
	Sec2103[5]	Sec2105[3]	Sec2106[3]	Sec2107[3]	Sec2107.5[4]		TCRF Loan Repayment[6]	Road Maintnc Rehab Acct[7]	
SAN DIEGO COUNTY									
CARLSBAD	406,593	641,502	425,936	842,523	10,000	2,326,554	129,260	1,817,563	4,273,377
CHULA VISTA	948,899	1,497,128	987,640	1,966,268	10,000	5,409,935	301,664	4,241,799	9,953,398
CORONADO	87,606	138,221	95,540	181,534	5,000	507,902	27,851	391,621	927,373
DEL MAR	15,331	24,189	20,680	31,769	1,000	92,968	4,874	68,534	166,376
EL CAJON	374,437	590,768	392,630	775,892	10,000	2,143,727	119,037	1,673,819	3,936,583
ENCINITAS	224,037	353,475	236,850	464,240	7,500	1,286,102	71,224	1,001,497	2,358,823
ESCONDIDO	537,330	847,773	561,349	1,113,432	10,000	3,069,884	170,822	2,401,989	5,642,696
IMPERIAL BEACH	99,901	157,619	108,274	207,011	6,000	578,806	31,760	446,581	1,057,146
LA MESA	217,308	342,858	229,881	450,296	7,500	1,247,843	69,084	971,417	2,288,343
LEMON GROVE	95,187	150,181	103,392	197,242	6,000	552,002	30,261	425,507	1,007,770
NATIONAL CITY	220,841	348,432	233,540	457,617	7,500	1,267,930	70,208	987,210	2,325,348
OCEANSIDE	629,147	992,638	656,450	1,303,691	10,000	3,591,926	200,012	2,812,432	6,604,370
POWAY	178,097	280,992	189,267	369,044	7,500	1,024,900	56,619	796,133	1,877,652
SAN DIEGO	5,036,541	7,946,414	5,221,490	10,436,501	20,000	28,660,947	1,601,166	22,514,503	52,776,615
SAN MARCOS	339,713	535,983	356,664	703,938	7,500	1,943,797	107,998	1,518,595	3,570,390
SANTEE	202,172	318,977	214,203	418,932	7,500	1,161,784	64,272	903,755	2,129,811
SOLANA BEACH	49,442	78,006	56,010	102,451	3,000	288,909	15,718	221,015	525,642
VISTA	366,718	578,590	384,635	759,897	10,000	2,099,840	116,583	1,639,314	3,855,737
SAN FRANCISCO COUNTY									
SAN FRANCISCO	3,135,635	4,947,256	2,072,470	6,497,527	20,000	16,672,888	996,849	14,017,014	31,686,751
SAN JOAQUIN COUNTY									
ESCALON	26,810	42,300	29,576	55,555	2,000	156,240	8,523	119,847	284,611
LATHROP	86,085	135,820	84,353	178,381	5,000	489,638	27,367	384,818	901,823
LODI	238,095	375,655	224,829	493,370	7,500	1,339,448	75,693	1,064,339	2,479,479
MANTECA	288,551	455,262	271,456	597,922	7,500	1,620,691	91,733	1,289,889	3,002,313
RIPON	56,213	88,691	56,748	116,483	4,000	322,134	17,871	251,286	591,291
STOCKTON	1,117,748	1,763,530	1,037,735	2,316,149	10,000	6,245,163	355,343	4,996,593	11,597,099
TRACY	328,308	517,989	308,197	680,306	7,500	1,842,301	104,372	1,467,614	3,414,288
SAN LUIS OBISPO COUNT									
ARROYO GRANDE	63,538	100,248	76,892	131,661	4,000	376,339	20,199	284,031	680,570
ATASCADERO	110,486	174,320	130,160	228,944	6,000	649,911	35,125	493,898	1,178,934
EL PASO DE ROBLES	111,948	176,626	131,819	231,973	6,000	658,365	35,589	500,432	1,194,385
GROVER BEACH	48,101	75,891	59,376	99,672	3,000	286,040	15,292	215,021	516,353
MORRO BAY	37,257	58,782	47,072	77,202	3,000	223,313	11,844	166,546	401,703
PISMO BEACH	29,204	46,077	37,936	60,516	2,000	175,734	9,284	130,551	315,570
SAN LUIS OBISPO	165,117	260,514	192,146	342,149	6,000	965,926	52,492	738,112	1,756,531

ATTACHMENT B

Local Streets and Roads - Projected FY2019-20 Revenues

Based on State Dept of Finance statewide revenue projections as of January 2019

Estimated 15 January 2019

	Highway Users Tax Acct (HUTA)[1] Streets & Highways Code					TOTAL	SB1		TOTAL
	Sec2103 [5]	Sec2105 [3]	Sec2106 [3]	Sec2107 [3]	Sec2107.5 [4]	HUTA	TCRF Loan Repayment[6]	Road Maintnc Rehab Acct[7]	
SAN DIEGO COUNTY									
CARLSBAD	977,578	637,668	423,368	837,350	10,000	2,885,963	129,260	1,897,182	4,912,405
CHULA VISTA	2,281,455	1,488,179	981,648	1,954,193	10,000	6,715,475	301,664	4,427,612	11,444,752
CORONADO	210,634	137,395	94,987	180,419	5,000	628,434	27,851	408,776	1,065,061
DEL MAR	36,861	24,044	20,583	31,574	1,000	114,062	4,874	71,536	190,472
EL CAJON	900,265	587,237	390,265	771,127	10,000	2,658,894	119,037	1,747,141	4,525,072
ENCINITAS	538,656	351,362	235,436	461,389	7,500	1,594,343	71,224	1,045,368	2,710,935
ESCONDIDO	1,291,912	842,706	557,957	1,106,594	10,000	3,809,168	170,822	2,507,209	6,487,199
IMPERIAL BEACH	240,194	156,677	107,644	205,740	6,000	716,254	31,760	466,144	1,214,157
LA MESA	522,477	340,809	228,509	447,531	7,500	1,546,825	69,084	1,013,970	2,629,879
LEMON GROVE	228,859	149,284	102,790	196,031	6,000	682,964	30,261	444,147	1,157,372
NATIONAL CITY	530,972	346,350	232,146	454,807	7,500	1,571,774	70,208	1,030,455	2,672,437
OCEANSIDE	1,512,669	986,704	652,478	1,295,685	10,000	4,457,536	200,012	2,935,631	7,593,179
POWAY	428,201	279,313	188,142	366,778	7,500	1,269,934	56,619	831,008	2,157,560
SAN DIEGO	12,109,445	7,898,913	5,189,688	10,372,412	20,000	35,590,458	1,601,166	23,500,757	60,692,381
SAN MARCOS	816,777	532,779	354,519	699,615	7,500	2,411,190	107,998	1,585,117	4,104,305
SANTEE	486,085	317,070	212,927	416,359	7,500	1,439,941	64,272	943,344	2,447,557
SOLANA BEACH	118,873	77,540	55,698	101,821	3,000	356,933	15,718	230,697	603,347
VISTA	881,706	575,131	382,319	755,231	10,000	2,604,388	116,583	1,711,125	4,432,096
SAN FRANCISCO COUNTY									
SAN FRANCISCO	7,539,063	4,917,683	2,059,865	6,457,626	20,000	20,994,237	996,849	14,631,033	36,622,119
SAN JOAQUIN COUNTY									
ESCALON	64,460	42,047	29,425	55,214	2,000	193,145	8,523	125,097	326,766
LATHROP	206,975	135,008	83,868	177,285	5,000	608,136	27,367	401,675	1,037,178
LODI	572,455	373,409	223,487	490,340	7,500	1,667,192	75,693	1,110,962	2,853,847
MANTECA	693,768	452,540	269,830	594,251	7,500	2,017,889	91,733	1,346,393	3,456,015
RIPON	135,154	88,160	56,431	115,767	4,000	399,513	17,871	262,294	679,678
STOCKTON	2,687,422	1,752,988	1,031,438	2,301,926	10,000	7,783,774	355,343	5,215,470	13,354,587
TRACY	789,358	514,893	306,347	676,129	7,500	2,294,226	104,372	1,531,904	3,930,502
SAN LUIS OBISPO COUNTY									
ARROYO GRANDE	152,766	99,648	76,453	130,853	4,000	463,720	20,199	296,473	780,392
ATASCADERO	265,644	173,278	129,396	227,539	6,000	801,856	35,125	515,534	1,352,515
EL PASO DE ROBLES	269,158	175,570	131,044	230,548	6,000	812,320	35,589	522,353	1,370,262
GROVER BEACH	115,649	75,437	59,044	99,060	3,000	352,190	15,292	224,440	591,922
MORRO BAY	89,577	58,431	46,815	76,728	3,000	274,550	11,844	173,842	460,236
PISMO BEACH	70,217	45,802	37,734	60,145	2,000	215,898	9,284	136,270	361,452
SAN LUIS OBISPO	396,994	258,957	191,004	340,048	6,000	1,193,003	52,492	770,446	2,015,941

Attachment C

Proposed Project List for FY 2019-2020 to be Funded by SB 1

Newly Proposed Project:

Project Title	Project Description	Location	Estimated Useful Life	Anticipated Project Start Date	Anticipated Project End Date
Street Patch & Overlay Project FY 2019-2020	**Due to modest damage to the existing pavement structure, overlays will be applied. Approximately 300,000 square feet of overlay will be applied.** **The Project includes Pre-Construction and Construction.** **SB 1 Funds will be used for Construction only.**	**Naglee Road (from Grant Line Road to Pavillion Parkway);** **Lowell Avenue (from Lincoln Boulevard to Orchard Parkway);** **Duncan Drive (from Lincoln Boulevard to Chester Drive)** **All locations are estimates.**	**10 years**	**November 2019**	**January 2021**

Previously Proposed Project that May Utilize Fiscal Year 2019-2020 Road Maintenance and Rehabilitation Account Revenues in its Delivery:

Project Title and Fiscal Year (FY)	Project Description	Location	Estimated Useful Life	Anticipated Project Start Date	Anticipated Project End Date
Street Patch & Overlay Project (FY 2018/19)	**Due to modest damage to the existing pavement structure, a 261,000 square foot overlay will be applied.** **The Project includes Pre-Construction and Construction.** **SB 1 Funds will be used for Construction only.**	**Beverly Place (from Holly Drive to Mae Avenue);** **Hollywood Avenue (from Holly Drive to Mae Avenue);** **Beverly Place (from Bessie Avenue to Parker Avenue);** **Grant Line Road (from Lincoln Boulevard to Tracy Boulevard)** **All locations are estimates.**	**10 years**	**November 2018**	**December 2019**

RESOLUTION 2019-_____

ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2019-2020 FUNDED BY SB 1
THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide, and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Tracy are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year, and

WHEREAS, The City of Tracy must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement, and

WHEREAS, The City of Tracy will receive an estimated $1,531,904 in RMRA funding in Fiscal Year 2019-20 from SB 1, and

WHEREAS, This is the third year in which the City of Tracy is receiving SB 1 funding and will enable the City of Tracy to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1, and

WHEREAS, The City of Tracy has undergone a robust public process to ensure public input into our community's transportation priorities/the project list, and

WHEREAS, The City of Tracy used a Pavement Management System coupled with planned transportation projects and Staff's review to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment, and

WHEREAS, The funding from SB 1 will help the City of Tracy maintain and rehabilitate seven streets/roads throughout the city this year, and

WHEREAS, The 2018 California Statewide Local Streets and Roads Needs Assessment found that the City of Tracy's streets and roads are in a "good" condition and this revenue will help us increase the overall quality of our road system and over the next decade will keep our streets and roads in a "good" condition, and

WHEREAS, The SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide;

NOW, THEREFORE BE IT RESOLVED, That the City Council of the City of Tracy hereby declares the following:

1. The foregoing recitals are true and correct.

2. The following list of proposed projects will be funded in-part or solely with fiscal year 2019-20 Road Maintenance and Rehabilitation Account revenues:

Project Title	Project Description	Location	Estimated Useful Life	Anticipated Project Start Date	Anticipated Project End Date
Street Patch & Overlay Project FY 2019-2020	Due to modest damage to the existing pavement structure, overlays will be applied. Approximately 300,000 square feet of overlay will be applied. The Project includes Pre-Construction and Construction. SB 1 Funds will be used for Construction only.	Naglee Road (from Grant Line Road to Pavillion Parkway); Lowell Avenue (from Lincoln Boulevard to Orchard Parkway); Duncan Drive (from Lincoln Boulevard to Chester Drive) All locations are estimates.	10 years	November 2019	January 2021

3. The following previously proposed and adopted projects may utilize fiscal year 2019-20 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City/County is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Project Title and Fiscal Year (FY)	Project Description	Location	Estimated Useful Life	Anticipated Project Start Date	Anticipated Project End Date
Street Patch & Overlay Project (FY 2018/19)	Due to modest damage to the existing pavement structure, a 261,000 square foot overlay will be applied.	Beverly Place (from Holly Drive to Mae Avenue); Hollywood Avenue (from Holly Drive to Mae Avenue);	10 years	November 2018	December 2019

	The Project includes Pre-Construction and Construction. SB 1 Funds will be used for Construction only.	Beverly Place (from Bessie Avenue to Parker Avenue); Grant Line Road (from Lincoln Boulevard to Tracy Boulevard) All locations are estimates.			

* * * * * * * * * * *

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

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

April 16, 2019

AGENDA ITEM 1.E

REQUEST

APPROVE THIRD AMENDMENT TO GRANICUS SERVICE AGREEMENT WITH GRANICUS, INC. FOR THE CITY OF TRACY WEBSITE CMS (CONTENT MANAGEMENT SYSTEM) FOR A TOTAL AMOUNT NOT TO EXCEED $71,355 OVER A FIVE-YEAR TERM, AND APPROVE A SUPPLEMENTAL APPROPRIATION FROM THE GENERAL FUND FOR THE CONTRACT AMOUNT

EXECUTIVE SUMMARY

Staff is recommending that the City Council approve the Third Amendment to the Granicus Service Agreement with Granicus, Inc. for the City of Tracy's new Website CMS (Content Management System). Staff opened a Request for Proposals (RFP) on July 18, 2018, and 11 proposals were submitted from regional and national vendors. After a thorough review of the proposals and a live demo with four vendors, staff determined that Granicus' CMS platform, Vision, met and exceeded the criteria and standards outlined in the RFP. The City currently has an agreement with Granicus for two of its other products. Staff recommends amending the existing agreement with Granicus to include the Website CMS product.

DISCUSSION

The City of Tracy is currently using an outdated and unreliable CMS (Content Management System) that makes it difficult to keep the City's website updated. The goal with the new CMS is to make the existing City of Tracy's website more mobile friendly, improve end user functionality, as well as be in compliance with the Americans with Disabilities Act (ADA). New features include online forms, document library, calendar, video, and social media integration.

The website CMS project was advertised for proposals on July 18, 2018. The Request for Proposal (RFP) was posted to the City website, social media sites, and sent to numerous CMS vendors throughout the region. A non-mandatory pre-proposal meeting was held on August 6, 2018 at 10:00 a.m. at City Hall. A total of 11 proposals were received by August 13, 2018.

A Website CMS Review Committee comprised of City staff opened and reviewed the proposals for qualifications. Submissions were reviewed for cost, quality of work, clarity, and ability to meet needs as they relate to the project. After review, four vendors were selected for live demonstrations with the CMS Review Committee.

After thorough evaluation, City staff believes Granicus is the most qualified vendor capable of providing the required high quality services as outlined in the CMS RFP. Granicus provides multiple services to over 4,000 city, state and federal government

agencies. Additionally, the City is already using two other products from Granicus: Live Video Streaming for City Council meetings (since 2011) and Peak Agenda Management software (since 2018). All of the CMS vendors offered similar capabilities and features; however, the deeper integration with the City's existing Granicus products was a major selling point.

The City has an existing agreement with Granicus for the Live Video Streaming for City Council meetings and Peak Agenda Management products. Staff recommends amending the current agreement with Granicus to include the Website CMS product.

The City's current website URL is www.cityoftracy.org. This will not change with the implementation of the new CMS (Content Management System). The new website will be created offline and will not have an impact on the current website operations.

Once the website CMS is fully updated and integrated, approximately six months after the contract is signed, staff will embark on an outreach campaign to inform the community about the new website and its features. The City of Tracy does not currently have a webmaster but rather website liaisons from each department. City staff will receive training on operations and maintenance of the new CMS website.

Staff recommends that the City Council approve a Third Amendment to the Granicus Service Agreement with Granicus, Inc. to implement the Vision Content Management System. Attachment "A" is the Third Amendment to the Granicus Service Agreement between Granicus, Inc. and the City of Tracy, which includes the Scope of Services and Specifications.

FISCAL IMPACT

The term of the Granicus contract is for five years for a total not to exceed amount of $71,355. The breakdown is as follows: $31,530 Year One, $9,240 Year Two, $9,702 Year Three, $10,187 Year Four, and $10,696 Year Five. The cost of the contract will be included in the City Manager's Office annual operating budget.

STRATEGIC PLAN

This agenda item meets the City Council's 2017-2019 strategic priority item number three (3) Quality of Life, Goal three (3): Cultivate Community Engagement through Digital and Traditional Communications Means.

Objectives one (1): Explore opportunities to promote the City's brand through various marketing and communication activities. And two (2): Enhance methods of informing and engaging the community on City related projects, programs and events.

RECOMMENDATION

That the City Council, by resolution, approve a Third Amendment to the Granicus Service Agreement with Granicus, Inc. for Website CMS (Content Management System) Services for the City of Tracy in the amount not to exceed $71,355, and approve a supplemental appropriation from the General Fund for the contract amount.

Prepared by: Dan Summa, Media Services Supervisor
Vanessa Carrera, Economic Development Analyst

Reviewed by: Karin Schnaider, Finance Director
Carissa Higginbotham, Public Information Officer
Andrew Malik, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – Third Amendment to the Granicus Service Agreement between Granicus, Inc. and the City of Tracy – Scope of Services

GRANICUS

Third Amendment to the Granicus Service Agreement between Granicus, Inc. and the City of Tracy, a California municipal corporation

This Third Amendment to the Granicus, Inc. Service Agreement is effective on the date this document is signed and entered into by and between Granicus, Inc., a California Corporation (hereinafter referred to as "Granicus"), and the City of Tracy, a California municipal corporation (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement effective 6/22/2017 (the "Agreement"); and

WHEREAS, in addition to Client's existing solution, Client wishes to add certain products and services as detailed in Q-48918, which is attached as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. Compensation shall be amended to include the fees detailed in Exhibit A. Exhibit A is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of the Client to provide applicable exemption certificate(s).
2. The term of the Agreement shall continue in full force and effect for an additional sixty (60) months effective on the full execution of this Amendment. The Agreement may be renewed in one (1) year terms as agreed upon by both parties
3. Except as amended by this Third Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
4. In the event of any inconsistency between the provisions of this Third Amendment and the documents comprising the Agreement, the provisions of this Third Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Third Amendment to be executed by their duly authorized representatives.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

City of Tracy, a California municipal corporation	Granicus
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

GRANICUS

Exhibit A
Granicus Proposal for City of Tracy, a California municipal corporation

Granicus Contact

Name: John Redfern

Phone: +1 3102660243

Email: john.redfern@granicus.com

Proposal Details

Quote Number: Q-48918

Prepared On: 2/5/2019

Valid Through: 2/28/2019

Pricing

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Currency: USD

One-Time Fees

Service	Billing Frequency	Quantity	One-Time Fee
Approval Cycle	Milestones - 40/ 20/20/20	1 Each	$0.00
Mobile Homepage Enhancement	Milestones - 40/ 20/20/20	1 Each	$0.00
Mega Menu Designer	Milestones - 40/ 20/20/20	1 Each	$0.00
govAccess – Website Design and Implementation - Trailblazer	Milestones - 40/ 20/20/20	1 Each	$31,530.00
		SUBTOTAL:	**$31,530.00**

Annual Fee for New Subscriptions			
Solution	Billing Frequency	Quantity Unit	Annual Fee
govAccess - Maintenance, Hosting, & Licensing Fee - Core	Annual	1 Each	$0.00 *(First year free)*
		SUBTOTAL:	**$0.00**

GRAND TOTAL (ONE-TIME FEES + ANNUAL FEES): $31,530.00

Remaining Period(s)				
Solution	Year 2	Year 3	Year 4	Year 5
govAccess - Maintenance, Hosting, & Licensing Fee - Core	$9,240.00	$9,702.00	$10,187.10	$10,696.46
SUBTOTAL:	**$9,240.00**	**$9,702.00**	**$10,187.10**	**$10,696.46**

5-YEAR GRAND TOTAL (ONE-TIME FEES + ANNUAL FEES + REMAINIG PERIOD(S)): $71,355.56

Product Descriptions	
Name	**Description**
govAccess - Maintenance, Hosting, & Licensing Fee - Core	The govAccess Maintenance, Hosting, and Licensing plan is designed to equip the client with the technology, expertise and training to keep the client's website relevant and effective over time. Services include the following: • Ongoing software updates • Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization • DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)
Approval Cycle	Granicus will implement Approval Cycle for the client's website, where content updates and changes do not go live on the website until one (1) or more persons have approved them. Approval Cycle allows the client to segment the management of content by groups of users (such as departments), in addition to types of content as determined by the interactive components. The client may define as many workflows as it requires with as many steps in the approval as it deems necessary.
Mobile Homepage Enhancement	The Mobile Homepage Enhancement includes a customized mobile view for the client's website: Granicus' team will create a new background for the mobile homepage. The mobile homepage will consist of an upper and lower section. The upper section will include iOS-like icons in a 4x4 layout, providing one-click access to key content. These links can be modified later and users will have the ability to modify, add, and remove any buttons as well as manage the URLS of each individual icon. The lower section will consist of six (6) rectangular buttons that will be selected based on consultation with the client's staff.
Mega Menu Designer	The Mega Menu Designer allows clients to customize and design flexible menus on the client's website. Customization includes: • Defining the levels of navigation and number of columns in the menu • Adding extra columns and placing widgets in these columns (Widgets that can be added to Mega Menus include: News, Events, RFPs, FAQs, Facilities, Jobs, and the Staff, Business, and Service Directories) • Stacking multiple widgets in the same column

Product Descriptions	
Name	**Description**
govAccess – Website Design and Implementation - Trailblazer	Website Design and Implementation - Trailblazer provides a citizen focused website and includes: • Advanced UX Consultation, which may include one (1) or more of the following: 1. One (1) site analytics report 2. One (1) heatmap analysis 3. One (1) internal stakeholder survey 4. One (1) community stakeholder survey 5. One (1) remote user testing of top tasks • Three (3) customer journeys (top tasks or heavily visited webpages) identified for optimization -Fully customized homepage wireframe • Fully responsive design • Custom mobile homepage or standard mobile responsive homepage • Video background or standard rotating image carousel (switchable at any time) • Three (3) specialty alternate homepages - Choose from Granicus' library including emergencies, election night, special events • Three (3) customer experience features - Choose from Granicus' library including service finder, geo finder, or data visualization banner • Programming/CMS implementation • Migrate up to 200 webpages • Ten (10) forms converted into the new CMS • Three (3) days of on-site consultation / training to be applied towards additional project management or training (two (2) of three (3) days must be consecutive)

GRANICUS

Granicus govAccess

A GOVERNMENT WEBSITE TO BETTER SERVE YOUR CITIZENS

Most people come to a government website with one goal – to complete a task – yet most government websites fail to deliver. With Granicus govAccess, user-friendly design, powerful content, accessibility, and secure tronsactions have never been easier.

A TRANSFORMATIVE DIGITAL EXPERIENCE

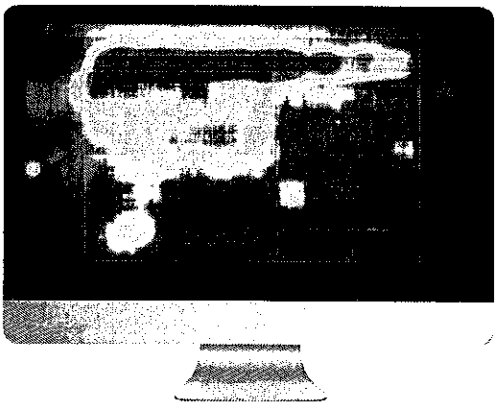
Let us help you take your website to the next level, promoting self-service, transparency, and civic engagement. Your project will start with our advanced UX research to identify the services and information important to your website visitors. We'll olso work to break down departmental silos and optimize the digital citizen journey across all devices.

SIMPLE, YET DYNAMIC GOVERNMENT CMS

govAccess is o content management system (CMS) that was purpose built for government, allowing your staff to easily create content that informs, engages and serves their communities. Our CMS makes it easy to manage mobile experiences, bring more services online, share content through popular social media channels, create custom interior poges, and more - all while ensuring consistency and control.

ENTERPRISE-CLASS HOSTING + SUPPORT

From our stote-of-the-art hosting infrastructure with greoter than 99.9% uptime, to a team of certified government experts and tech gurus, the govAccess team relentlessly focuses on client satisfaction. Continuous optimization, regular health checks that include research-based recommendations, and 24x7 support deliver guaranteed success.



Heatmaps help us understand where eyes and clicks are going on your site.

Basing our redesign on science, rather than emotion, helped to keep everyone on the same page as we worked through the process of transforming our web presence from a mere website to a customer service portal.

Kevin Tunell
Communications Director,
Yuma County, AZ

WEBSITE DESIGN + IMPLEMENTATION – TRAILBLAZER

- ✓ Advanced UX consultation including
  - Heatmap analysis, web analytics, internal stakeholder survey, community survey
  - Remote user testing of top tasks
  - Three (3) customer journeys (detailed analysis + recommendations to optimize top tasks)
  - Website usability report
- ✓ Fully custom homepage wireframe
- ✓ Fully responsive design
- ✓ Video Background or Standard Rotating Image carousel (switchable at any time)
- ✓ Three (3) specialty alternate homepages - choose from our library including emergencies, election night, special events
- ✓ Three (3) customer experience features - choose from our library including service finder, geo finder, data visualization banner
- ✓ Website Programming + CMS Implementation
- ✓ Migrate up to 200 webpages
- ✓ Ten (10) forms converted into the new CMS
- ✓ Three (3) days of onsite consultation / training to be applied toward onsite project management or training (two of three days must be consecutive)

KEY CMS FEATURES

- ✓ Ongoing software updates (quarterly)
- ✓ Role-based dashboard for easy content updates, approvals + ability to lock down user permissions
- ✓ Mobile management to analyze mobile traffic and customize display on mobile device
- ✓ Interior page builder with drag-and-drop page building, 100+ widgets, save and reuse layouts + more
- ✓ Social media management with ability to schedule + preview posts to multiple social media accounts
- ✓ Form and survey builder with ready-to-use templates for the most common use cases, conditional logic, payment processing, and legally binding digital signatures
- ✓ Flexible search with the ability to define search synonyms, promote page + more
- ✓ Universal API + a vast number of commonly used apps integrated out-of-the-box

SUPPORT + MAINTENANCE

- ✓ 24/7 support
- ✓ Online help, including an extensive library of on-demand training videos
- ✓ Hosting infrastruture with 99.9% uptime
- ✓ Disaster recovery w/ 90 min failover (RTO), data replication every 15 mins (RPO), failover testing every 2 wks.
- ✓ Enterprise grade DDoS migration
- ✓ Industry leading data security (advanced threat detection and penetration)

RESOLUTION 2019-_____

APPROVING THIRD AMENDMENT TO GRANICUS SERVICE AGREEMENT WITH GRANICUS, INC. FOR WEBSITE CMS (CONTENT MANAGEMENT SYSTEM) SERVICES FOR THE CITY OF TRACY FOR A TOTAL AMOUNT NOT TO EXCEED $71,355 OVER A FIVE-YEAR TERM, AND A SUPPLEMENTAL APPROPRIATION FROM THE GENERAL FUND FOR THE CONTRACT AMOUNT

WHEREAS, On July 18, 2018, the project for the Website CMS (Content Management System) was advertised for proposals and the Request for Proposal (RFP) was posted on the City website and sent to companies on the Public Information Officer's contact list, and

WHEREAS, A total of 11 proposals were received on August 13, 2018, and

WHEREAS, A Website CMS Review Committee comprised of staff opened and reviewed the proposals for qualifications, the cost, quality of work, clarity, and ability to meet needs as it relates to the project, and

WHEREAS, Granicus was identified as the most qualified vendor capable of providing the required high quality services as outlined in the scope of services, and

WHEREAS, The City has an existing agreement with Granicus for two of its other products and desires to amend this agreement to include the Website CMS product;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy approves the Third Amendment to the Granicus Service Agreement with Granicus, Inc. for Website CMS (Content Management System) services for the City of Tracy for a total amount not to exceed $71,355 over a five-year period, and approves a supplemental appropriation from the General Fund for the contract amount.

* * * * * * * * * * *

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

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

April 16, 2019

AGENDA ITEM 1.F

REQUEST

APPROVE A PLAN AMENDMENT TO THE ICMA RETIREMENT CORPORATION (ICMA RC) 457 DEFERRED COMPENSATION PROGRAM; A PLAN RESTATEMENT FOR THE VARIABLE ANNUITY LIFE INSURANCE COMPANY (VALIC) 457 DEFERRED COMPENSATION PROGRAM AND THE ADDITION OF A 401A DEFERRED COMPENSATION PLAN OPTION; AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENTS

EXECUTIVE SUMMARY

This action will update the City's deferred compensation programs with ICMA RC and VALIC for the purposes of providing additional voluntary deferred compensation options to City employees. All expenses associated with these additional program options are fully covered by participating employees.

DISCUSSION

The City of Tracy provides voluntary deferred compensation options for employees to save for their retirement and other related financial needs. Currently the City has contractual agreements with two firms for these services: ICMA Retirement Corporation (ICMA RC), established in March 1985 and Variable Annuity Life Insurance Company (VALIC), established in January 2012.

Currently, the contractual agreements with these two providers do not provide comparable benefit options for participation in a Roth plan, election of a deferred compensation loan or 401(a) for department heads and confidential employees. The VALIC plan allows employees to obtain a loan from their 457 deferred compensation account; however, the agreement with ICMA RC does not currently provide the option. The ICMA RC plan includes a 401(a) option for department heads and confidential employees; however, the VALIC agreement does not currently include the option. To ensure employees have comparable options to save for retirement, these amendments to the ICMA and VALIC plans are necessary to provide these additional voluntary plan options.

In amending the ICMA RC and VALIC plan documents, all current plan provisions will remain in effect, however employees will now have the option to participate in the Roth plan, voluntary loan option and the 401(a) for eligible employees. Deferred compensation loans are initiated and administered between the employee and the vendor directly and do not create liability for the City or other plan participants. The administrative fees for participation in the deferred compensation 457 program are paid by the employee and therefore has no fiscal impact on the City.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no fiscal impact to the City as a result of this action.

RECOMMENDATION

Staff recommends City Council approve, by resolution, a plan amendment to the ICMA Retirement Corporation (ICMA RC) 457 deferred compensation program, a plan restatement for the Variable Annuity Life Insurance Company (VALIC) 457 deferred compensation program and the addition of a 401(a) deferred compensation plan option and authorize the City Manager to execute the agreements.

Prepared by: Judy Carlos, Human Resources Analyst II

Reviewed by: Kimberly Murdaugh, Human Resources Director
Thomas Watson, City Attorney
Karin Schnaider, Finance Director

Approved by: Midori Lichtwardt, Interim City Manager

Attachment: Exhibit A - Proposed ICMA RC Loan Guidelines Agreement
Exhibit B - Proposed ICMA RC Optional Provisions Election Form
Exhibit C - Proposed VALIC 457 Adoption Agreement
Exhibit D - Proposed Amendment to VALIC 457 Service Provider & Custodial Agreements
Exhibit E - Proposed VALIC 401a Plan Service Provider & Custodial Agreements

ICMA-RC
BUILDING PUBLIC SECTOR
RETIREMENT SECURITY

Loan Implementation Package for 457/401 Plan Sponsors

TABLE OF CONTENTS

Introduction and Summary Instructions 2
Basic information and instructions for implementing your plan's loan program.

Loan Guidelines Agreement Instructions 3
Important information and instructions for completing the Loan Guidelines Agreement

Loan Guidelines Agreement 7
Complete this agreement to establish the guidelines for your plan's loan program.

Maximum Loan Amount Worksheet 13
Use this worksheet to calculate the maximum loan amount that a participant is eligible to receive.

Suggested Resolution 14
For use by plans whose governing body requires that a resolution be passed.

457 Plan Loan Administration Agreement 15
457 Plans Only. If you have multiple 457 plan providers, you must complete and return this document to ICMA-RC.

Loan Amendment (401 Plans Only) 16
401 Plans Only. If you are amending your existing plan to add a loan program, you must complete and return this document to ICMA-RC.

Introduction and Summary Instructions for 457 and 401 Plan Sponsors

Making a loan program available in your retirement plan will provide eligible plan participants with the ability to borrow money from their accounts. As the administrator of your loan program, ICMA-RC will attempt to minimize the amount of resources you need to devote to the program. However, there are administrative and fiduciary responsibilities associated with offering loans which, as a practical matter, cannot be delegated to ICMA-RC.

Please review all of the information in this packet carefully prior to submitting the applicable forms to implement the loan program in your plan.

The below instructions provide you with easy-to-follow steps to implement a loan program in your ICMA-RC 457 or 401 plan.

STEP 1: Review the Loan Guidelines Agreement Instructions carefully prior to returning the required forms to implement your plan's loan program.

STEP 2: Complete the *Loan Guidelines Agreement.*

STEP 3: Determine whether any formal action is required by your legislative body and/or plan administrative committee to implement a loan program. If formal action is required, you may want to use the suggested resolution in this packet.

STEP 4: Complete the following documents *(if applicable)*

- 457 Plan Loan Administration Agreement — If you have multiple 457 plan providers, you must complete and return this document to ICMA-RC.
- Loan Amendment (401 Plans Only) — If you are amending your existing 401 plan to add loan provisions, you must complete and return this document to ICMA-RC.

STEP 5: Return copies of the following documents to ICMA-RC (please be sure to submit all pages and retain the originals for your records):

- *Loan Guidelines Agreement*
- Loan Amendment to the 401 Plan Adoption Agreement *(if applicable)*
- 457 Plan Loan Administration Agreement *(if applicable)*
- Suggested Resolution *(if applicable)*

FAX TO:	OR	MAIL TO:
Workflow Management Team		ICMA-RC
202-682-6439		ATTN: Workflow Management Team
		P.O. Box 96220
		Washington, DC 20090-6220

STEP 6: Please allow 5–7 business days for ICMA-RC to establish your plan's loan program.

Please retain original copies of any documents you return to ICMA-RC for your records.

If you have any questions relating to the adoption process, please contact your Plan Sponsor Services team at 800-326-7272.

Loan Guidelines Agreement Instructions

The information in this packet is intended to assist you with implementing a loan program within your ICMA-RC 457 or 401 plan(s). The packet provides an overview of the issues and complexities of establishing and maintaining a loan program under the most common types of retirement plan arrangements. It is not intended to be all inclusive. Special situations and/or solutions not discussed in this document will need to be reviewed on a case-by-case basis.

The instructions contain information that will help you understand the decisions you will need to make when you establish your loan program and help you complete the *Loan Guidelines Agreement.* Please carefully review the information in this section and complete all applicable sections of the *Loan Guidelines Agreement.*

Here are a few of the elections that you will need to make:

- Will loans be available for all purposes or only in hardship situations?
- How many loans will participants be allowed to have outstanding at one time? (up to five)
- How long will participants have to repay a loan used to purchase a new primary residence? (up to 30 years)
- How will participants repay their loans? (payroll deduction, ACH payments from their bank accounts, or both)

In order to offer loans within your retirement plan, the Internal Revenue Code requires that you establish written guidelines that govern the Plan's loan program. You may elect to use the *Loan Guidelines Agreement* to serve this purpose for your Plan.

If you have any questions relating to the process of implementing a loan program, please contact your Plan Sponsor Services team at 800-326-7272.

Section I: Employer Plan Information

Enter the name of your employer plan. Also specify the plan type and your ICMA-RC plan number.

Section II: Eligibility & Loan Source

Loans are available to all active employees, except those with an existing loan in default.

Loan Source — Use this section to specify the sources that will be available for participant loans.

Section III: Loan Purpose

Specify whether loans may be taken for (A) all purposes or (B) only in the case of hardship. If you choose the "all purposes" option, more of your employees are likely to request loans than if you select the "hardship only" option.

(A) All Purposes

(B) Hardship Only

401 Plans: Under the Code, only employers can authorize a loan for hardship purposes. Generally, for loan purposes, the IRS defines "hardship" situations for these purposes to include, but not to be limited to: unreimbursed medical expenses, buying or rehabilitating the participant's principal residence, and paying for college education for the participant or his/her qualified dependents. Car loan, car repairs, and the purchase or repair of a vacation or rental property would not be included in the hardship definition.

Employers have the ability to make their plan's loan program more restrictive under both of the above options.

Section IV: Application Process

No action is required in this section. The application process available to participants will vary depending on the option you select in Section III (Loan Purpose).

Section V: Maximum Number of Loans

Specify whether participants may have only one (1) or up to five (5) loans outstanding at one time. The option you choose in this section will have a significant impact on the number of loans made from your plan. Regardless of your election, a participant may receive a maximum of one (1) loan per calendar year.

Note: If you select Payroll Deduction as a repayment option for your participants in Section VIII, *each loan repayment for each pay period must be accounted for separately.* As such, repayments of multiple loans are a much larger burden on your payroll system (and personnel) than a repayment of a single loan.

Section VI: Loan Amount

No action is required in this section. The Maximum Loan Amount Worksheet includes instructions you can use to calculate the maximum loan amount for a participant. The loan modeling option on ICMA-RC's Account Access website can also be used to calculate a participant's maximum loan amount.

Section VII: Length of Loan

Loans must be repaid in substantially equal installments of principal and interest over a period that does not exceed five (5) years. However, if the participant will be using the loan to purchase a principal residence, the five (5) year time limit may not apply. In this section of the form, you specify the maximum repayment period for principal residence loans, with 30 years being the maximum term.

In determining the maximum repayment period for residential loans, you should be mindful that the loan term may extend beyond the period the participant is employed by you. If you allow employees to continue to pay their loans after they separate from service (see the Acceleration section), repayments would continue by the participant, through you, for the entire term of the loan (e.g., 30 years). Every payroll period, the participant (former employee) will be required to give you a check for the periodic loan repayment amount. You then include this amount with your next contribution submittal to ICMA-RC. *Loan repayments may not be made directly to ICMA-RC by the participant, unless you choose ACH debit as a repayment option in Section VIII.*

Section VIII: Loan Repayment Process

Specify the repayment method(s) and repayment frequency your plan will use.

Repayment Method — You can allow repayments to be made via payroll deduction and/or ACH payments from a participant's bank account.

(1) Payroll Deduction — With this option, you will include the loan repayment detail when you remit contribution detail to ICMA-RC via the EZLink website.

Initiating Payroll Deduction
Payroll deduction should begin within two payroll cycles following the employee's receipt of the loan. Employees using this method must notify the Employer immediately so that repayments will begin as soon as practicable, on a date determined by the Employer's payroll cycle. Failure to begin payroll deduction in a timely manner could lead to the employee's loan entering delinquency status.

(2) ACH — With this option, participants authorize ICMA-RC to debit loan repayments directly from the participant's bank account via Automated Clearing House (ACH). This feature frees you of the burden of establishing and monitoring loan repayments via payroll deduction.

ADDITIONAL LOAN REPAYMENTS AND EARLY PAY-OFF

A participant may pay off all or a portion of the principal and interest early without penalty or additional fee. Extra payments are applied forward to both principal and interest as specified in the original repayment schedule, unless the additional payment is for the full balance due. Please note that no payment date may be "skipped" even if the employee has made a large payment or submitted multiple payments.

Section IX: Loan Interest Rate

No action is required in this section. It simply describes the interest rate that will be used for participant loans.

Section X: Security/Collateral

No action is required in this section. It simply describes the amount that will be used as collateral for participant loans.

Section XI: Acceleration

Specify whether participants who have separated from service will be able to continue loan repayments until they have withdrawn their entire account balance from the plan, or if outstanding loans will be due and payable at the time participants separate from service.

You should consider the options in this section carefully, since your election will impact when outstanding loans become taxable to participants. If a participant does not repay the outstanding loan amount at the time it is due, the loan is "foreclosed," and the outstanding loan amount must be reported by ICMA-RC as a taxable distribution in the year of the foreclosure.

Given the burdens associated with collecting loan repayments from former employees, you may not wish to maintain a potentially long term "relationship" with former employees (especially in the case of residential loans).

Section XII: Reamortization

No action is required in this section. It simply provides information related to the reamortization of participant loans.

Section XIII: Refinance

No action is required in this section. It simply provides information related to the refinancing of participant loans.

Section XIV: Reduction of Loan

No action is required in this section. It simply describes how outstanding loans will be handled in the event of a participant's death.

Section XV: Deemed Distributions

No action is required in this section. However you should familiarize yourself with this information and note that loan repayments must be made in accordance with the plan document, plan loan guidelines, and as reflected in the promissory note signed by the participant. Failure to make loan repayments according to the loan terms will result in the outstanding loan balance being deemed distributed and taxable to the participant.

TIMING

A loan will be deemed distributed when a scheduled payment is still unpaid at the end of the calendar quarter following the calendar quarter in which the payment was due. For example, if a participant does not make a loan payment that was scheduled to be made on February 1, the maximum cure period for the repayment is June 30. If the total amount of all delinquent payments is not received by the end of the cure period, the loan is deemed distributed.

CONSEQUENCES OF DEEMED DISTRIBUTED LOANS (EMPLOYERS)

Employers who do not ensure proper loan repayment practices in their retirement loan programs risk not only having individual participant loans being deemed distributed, but also potentially jeopardize the tax-favored status of the entire plan. In the extreme, plans with mismanaged loan programs — a high occurrence of deemed distributed loans, and/or program participants in default, for example — may be disqualified (in the case of 401 plans) or classified as ineligible (for 457 plans) by the IRS. Disqualification results in the loss of tax-deferred status for all contributions and a possible increase in the taxable income for participating employees.

It is a plan sponsor's fiduciary obligation to properly manage the retirement plan and its benefits. Mismanagement of a loan program may be considered failure to meet this fiduciary obligation and may expose a plan sponsor to litigation, in addition to being in violation of applicable laws and regulations.

Employers, as plan sponsors and fiduciaries, have an obligation to comply with plan document and loan guideline requirements applicable to participant loans. In this regard, loan payments must be made in accordance with the plan document, plan loan guidelines, and as reflected in the promissory note signed by the participant. Employers retain this obligation if there is a loan program associated with their retirement plan, regardless of the provisions governing the loan program.

CONSEQUENCES OF DEEMED DISTRIBUTED LOANS (PARTICIPANTS)

The principal balance, in addition to any accrued interest, is reported as a distribution to the IRS. However, the taxable distribution is not the only event in conjunction with a deemed distribution. The following negative consequences occur as a result of deemed distribution.

- The deemed distribution is a taxable event. However, it is not an actual distribution and therefore remains an asset of the participant's account. The outstanding loan balance and accrued interest continue to be reported on the participant's account statements.
- Repayment of a deemed distribution will not change or reverse the taxable event.
- The loan continues to be considered outstanding until it is repaid or "offset" using the participant's account balance. An offset can occur only if the participant is eligible to receive a distribution from the plan as outlined in your plan document.
- Participants are required to repay any outstanding deemed distributed loan before they can become eligible for a new loan. The deemed distributed loan and any interest accrued since the date it became a taxable event is taken into account when determining the maximum amount available for a new loan.
- A participant who has had a prior deemed distribution must make repayments to a new loan through payroll deduction, or provide proof of adequate security.

Section XVI: Fees

No action is required in this section. It simply provides that fees may be charged for various services associated with the application for and issuance of loans. Participants should review the Annual Service and Fee Disclosure notice(s) for your plan for more information on the applicable fees.

Section XVII: Signatures

Please have an authorized plan representative sign and date this section of the agreement.

SPECIAL CIRCUMSTANCES

Emergency Withdrawals (457 Plans Only)

457 Plans: Loans must be coordinated with unforeseeable emergency withdrawals. The emergency withdrawal

regulations under Section 457 of the Code require that an emergency withdrawal be a resource of the "last resort." If the participant is able to take a loan or refinance a current loan from your ICMA-RC 457 plan or any other plan you sponsor, the participant has resources available to meet, or partially meet, the financial need. Therefore, a participant will be required to take or refinance a loan before taking an emergency withdrawal.

Many emergency withdrawals are not approved because the financial need, while serious, may not meet the conditions itemized in the 457 regulations. The ability to take a loan allows participants to have access to money that is not otherwise available. And the repayment process for loans ensures that participants replenish their accounts, thereby preserving their retirement savings.

Qualified Join and Survivor Annuity (Applies to Some 401 Plans Only)

If your plan uses the Qualified Joint and Survivor Annuity as the default form of payment, married participants must obtain spousal consent prior to obtaining a loan. The employee's spouse must consent, in writing, to the loan and the consent must be witnessed by a plan representative or notary public. Such consent must be received in writing by ICMA-RC no more than ninety (90) days before the loan request is submitted through Account Access. In the case of the Direct Loan Application, spousal consent should be sent along with the application.

Please be advised, that some states recognize a status, such as a civil union or registered domestic partnership, to carry the same rights and obligations as marriage under state law.

Multiple Plans/Providers

If you have more than one retirement plan which offers loans, including "co-administered" or "co-provider" plans, ICMA-RC will administer your loan program in your plan(s) with ICMA-RC, but you will have to perform some loan verification activities. You will need to perform these activities if loans are available to your employees from several like retirement plans, such as two separate qualified plans, or if you have different types of retirement plans (e.g. Section 457 deferred compensation and section 401 qualified plan). The degree of your involvement will depend on your situation.

1. MULTIPLE PLANS

The Code sets a maximum on the aggregate of all loans from all retirement plans in which the employee participates. If you offer retirement plans through multiple plan providers, no provider will be able to calculate, by itself, the maximum amount that a participant may borrow at any point in time. Since only you, the employer, can determine the current outstanding loan balance and the highest outstanding loan balance in the past 12 months from all loans from any retirement plans, you will have to calculate the maximum amount that may be borrowed. This will involve obtaining all loan amounts currently outstanding and repaid in the last 12 months. Please refer to the Maximum Loan Amount Worksheet for instructions you can use to calculate the maximum loan amount for a participant.

If you elect online loans, participants are asked to input all outstanding loan balances in their online worksheet so that the program can properly calculate the maximum amount. Participants are on the "honor system" when they enter other loan amounts; ICMA-RC is unable to verify any loan amounts associated with plans administered by other providers. However, if there are any outstanding loans in other plans administered by ICMA-RC, our online program will take them into account.

2. SINGLE RETIREMENT PLAN/MULTIPLE PROVIDERS

If you have adopted a single retirement plan with one master plan document under which ICMA-RC and your other administrator(s) must operate, then you may ultimately have to self-administer your loan program, unless you require:

- that the maximum that may be borrowed from any provider is 50 percent of the balance with that provider and
- that the loan must be repaid only to the provider from which the loan was made.

3. MULTIPLE TYPES OF RETIREMENT PLANS/MULTIPLE PROVIDERS

If you make loans available to your employees from all of your retirement plans (e.g. Section 457 deferred compensation plan and Section 401 qualified plan), no administrator will be able to calculate, by itself, the maximum amount that a participant may borrow at any point in time. This is because the Code sets a maximum on the aggregate of all loans from all 401 and 457 plans in which the participant participates. Since only you, the employer, can determine the current outstanding loan balance and the highest outstanding loan balance in the past 12 months from all loans from any 401 or 457 plans, you will have to calculate the maximum amount that may be borrowed. This will involve obtaining all loan amounts currently outstanding and repaid in the last 12 months. Please refer to the Maximum Loan Amount Worksheet for instructions you can use to calculate the maximum loan amount for a participant.

ICMA-RC
BUILDING PUBLIC SECTOR RETIREMENT SECURITY

LOAN GUIDELINES AGREEMENT

The purpose of this agreement is to establish the terms and conditions under which the Employer will grant loans to participants. You should consider each option carefully before making your selections because your selections will apply to all loans made while the selection is in effect. If you later change any provision, the changes will apply only to loans made after the change is adopted. Loans in existence at the time of any future changes will continue to operate under the guidelines that were in effect at the time the loan was originally made.

Please read the instructions and carefully complete all sections of this agreement.

☒ New Loan Program ☐ Amendment to Loan Program

I. EMPLOYER PLAN INFORMATION

Name of Plan *(Enter the complete Employer name, including state)*: City of Tracy

Plan Type: ☒ 457 Deferred Compensation Plan ☐ 401(a) Money Purchase Plan ☐ 401 Profit-Sharing Plan

ICMA-RC Plan Number: 301974

II. ELIGIBILITY & LOAN SOURCE

Loans are available to all active employees, except those with an existing loan in default.

401 Plans — If your 401 plan is funded by a combination of Employer and Employee contributions, you must specify whether one or both of the following can be used as a source for participant loans. *(Select one or both options below)*

☐ Employer Contribution Account *(vested balances only)*

☐ Participant Contribution Accounts *(pre- and post-tax, if applicable, including Employee Mandatory, Employee Voluntary, Employer Rollover, and Portable Benefits Accounts, but excluding the Deductible Employee Contribution/Qualified Voluntary Employee Contribution Account)*

Roth Assets *(if applicable)* — If your 457 or 401(k) plan allows Roth contributions, a participant's Designated Roth Account balance will be included when calculating the amount a participant is eligible to borrow. However, you must specify whether or not a participant's Designated Roth Account can be used as a source for participant loans. *(Select one option below)*

☐ A participant's Designated Roth Account **will not** be available as a source for loans under the plan (default option)

☐ A participant's Designated Roth Account **will** be available as a source for loans under the Plan.

Note: If Roth assets are available as a source for loans, a loan that is deemed distributed will not satisfy the requirements for a qualified (tax-free) distribution of Roth assets. This may result in participants paying taxes on assets that would otherwise be available tax-free.

III. LOAN PURPOSE

Loans are available for the following purposes and must be requested in the corresponding method *(select one)*:

☒ **All Purposes** — With this option, participants can request a loan for any reason. Participants will be able to request new loans or refinance existing loans using the Online Loans option.

☐ **Hardship Only** — With this option, loans shall only be granted in the event of a participant's hardship or for the purpose of enabling a participant to meet certain specified financial situations. Participants will need to complete the loan application form for your plan and obtain your approval *(Online Loans is not available)*.

The employer shall approve the participant's loan application after determining, based on all relevant facts and circumstances that the amount of the loan is not in excess of the amount required to relieve the financial need, as defined by the employer. For this purpose, financial need shall include, but not be limited to: unreimbursed medical expenses of the participant or members of the participant's immediate family, establishing or substantially rehabilitating the principal residence of the participant, or paying for a college education (including graduate studies) for the participant or his/her dependents.

IV. APPLICATION PROCESS

The loan application process will vary depending on the option you selected in Section III above (Loan Purpose).

(A) ALL PURPOSES

- Online Loans — Participants can request a new loan or to refinance an existing loan using the ICMA-RC website at www.icmarc.org *(Online Loans)*.
- Direct Check Issuance — ICMA-RC sends loan documents with the loan check to the participant. When the participant endorses the check, that endorsement signifies acceptance of loan terms.

(B) HARDSHIP ONLY

- Paper Application — A loan application must be completed, signed by the participant and approved by you, the employer.
- Check Issuance — Upon receipt of an approved loan application, ICMA-RC will prepare the required loan documents (i.e., the promissory note and loan disclosure statement), and send them to the employer with the loan check.
  - The loan check may not be given to the participant until the loan documents have been signed by the participant. Because the promissory note is considered a plan asset, all loan documents must be completed and preserved for at least the life of the loan. The employer should retain the original loan documents and send copies of all documents to ICMA-RC

The loan amount will generally be redeemed from the employee's account on the same day as either ICMA-RC receipt of a loan request/application (complete and in good order), if it is submitted prior to 4:00 p.m. ET on a business day. If not, the loan amount will be redeemed on the next business day following submission. The loan check for an all purpose loan is generally issued on the next business day following redemption, and will be mailed directly to the employee. The loan check for a hardship loan will be sent to the employer. The employee's presentment of the loan check for payment constitutes an acknowledgment that the employee has received and read the loan disclosure information provided by ICMA-RC and agrees to the terms therein.

V. MAXIMUM NUMBER OF LOANS (SELECT ONE)

Participants may receive one loan per calendar year. Please specify whether participants may have only one (1) or up to five (5) loans outstanding at one time.

☐ One (1). Participants may have only one (1) outstanding loan at a time.

☐ Five (5). Participants may have up to five (5) loans outstanding at one time.

☑ Other. Participants may have up to 2 (enter 2, 3, or 4) loans outstanding at one time.

VI. LOAN AMOUNT

Maximum: The maximum amount of all loans to a participant from the Plan *and all other plans of the Employer* that are either eligible deferred compensation plans described in section 457(b) of the Code or qualified employer plans under Section 72(p)(4) of the Code (e.g., 401(a) plans) shall not exceed *the lesser of:*

(1) $50,000, or

(2) One-half of the value of the Participant's interest in all of his or her Accounts under this Plan.

When calculating the maximum amount a participant is eligible to borrow from his/her account, the lesser value of (1) or (2) above must be reduced by the participant's highest outstanding loan balance over the past 12 months.

Minimum: The minimum loan amount is $1,000.

A loan cannot be issued for more than the maximum amount. The participant's requested loan amount is subject to downward adjustment without notice due to market fluctuation between the time of application and the time the loan is issued.

Loan amounts will be taken pro-rata from all of a participant's investments.

LOAN GUIDELINES AGREEMENT

VII. LENGTH OF LOAN

Loans must be repaid in substantially equal installments of principal and interest over a period that does not exceed five (5) years.

Principal Residence Loans
If the participant will be using the loan to purchase a principal residence, the five (5) year time limit may not apply. Participants can repay a principal residence loan over a period of up to 30 years. Please specify the maximum repayment period for principal residence loans from your plan below.

Maximum repayment period for principal residence loans = _____ *(Enter a number of years, up to 30)*

VIII. LOAN REPAYMENT PROCESS

Specify the repayment method(s) and repayment frequency your plan will use. Note that loan amounts plus interest, minus applicable fees paid to ICMA-RC, are repaid to participant accounts and not to ICMA-RC. You can allow repayments to be made via payroll deduction and/or ACH payments from a participant's bank account. Loan repayments must be made at least monthly (457) or quarterly (401).

Repayment Method ***(Select One)*:**

- ☐ Payroll deduction only.
- ☑ ACH debit only.*
- ☐ Employee may choose either payroll deduction or ACH debit.*

**ACH Payment Rejected Fee — If a loan repayment scheduled to be paid via ACH debit is rejected due to insufficient funds, invalid bank account information, or account closure, a fee will be charged to the participant's account. The fee is $20 for the first occurrence and $50 for each subsequent occurrence.*

Repayment Frequency ***(Select One)*:**

Repayments through payroll deduction will be sent via check or wire by the Employer to ICMA-RC on the following cycle *(choose one)*:

- ☐ Weekly (52 per year)
- ☑ Bi-weekly (26 per year)
- ☐ Semi-monthly (24 per year)
- ☐ Monthly (12 per year)

Initiating Repayments:

- ACH debits from the employee's designated bank account will begin approximately one month following the date the employee's signed ACH authorization form is received and processed by ICMA-RC, or, in the case of online loans, approximately one month following the date the loan check has been cleared for payment. Debits will normally be made on a monthly basis.
- Payroll deduction should begin within two payroll cycles following the employee's receipt of the loan. Employees using this method must notify the Employer immediately so that repayments will begin as soon as practicable, on a date determined by the Employer's payroll cycle. Failure to begin payroll deduction in a timely manner could lead to the employee's loan entering delinquency status.

Investment of Loan Repayments
All loan repayments are invested according to the instructions the participant has on file for the investment of contributions to his/her account.

Additional Loan Repayments and Early Pay-Off
A participant may pay off all or a portion of the principal and interest early without penalty or additional fee. Extra payments are applied forward to both principal and interest as specified in the original repayment schedule, unless the additional payment is for the full balance due. Please note that no payment date may be "skipped" even if the employee has made a large payment or submitted multiple payments.

VIII. LOAN REPAYMENT PROCESS *(continued)*

Loans in Default
Participants using the ACH repayment option may default on their loans for lack of repayment more frequently than those using the payroll deduction method. For this reason, you may choose to require that certain participants use the payroll deduction repayment method.

Multiple Loans
If a participant has multiple loans outstanding from the plan, each loan repayment must be separately reported to ICMA-RC.

Former Employees and Leave of Absence
Former employees and employees on a leave of absence must repay their loans on the same schedule that would have applied had they continued employment.

Your plan may allow terminated employees to continue to repay their loans either through ACH, or by giving/sending you a check each repayment period (see the Acceleration section). If you allow terminated employees to repay loans by giving/sending you a check, you will include the repayment amounts in your next regular employee contribution remittance to ICMA-RC.

In certain situations, employers may suspend loan repayments for a period of time for employees on a leave of absence or military leave. Please refer to Treasury Regulation section 1.72(p)-1, Q&A-9 for more information.

Repayments Must Continue
In implementing a loan program you should be aware that some employers have had to contend with the inability of some participants to repay their loan(s). You should be aware that you may not stop taking loan repayments from the employee's paycheck — even if the employee asks that repayments be stopped. Failure to payroll-deduct loan repayments on schedule could both jeopardize the eligibility or qualification of the entire plan as well as create a taxable event for the participant. Likewise, if an employee is repaying the loan through ACH debit of his/her bank account, and the employee fails to make payments, this could jeopardize the eligibility of your retirement plan. Employers are ultimately responsible for ensuring that loans are repaid according to the loan terms.

ICMA-RC will notify both you and the employee if a payment has not been received.

IX. LOAN INTEREST RATE

The loan interest rates are set for non-residential loans at the prime rate plus 0.5%, and for principal residence loans at the FHA/VA rate. The interest rate for new loans fluctuates from month-to-month. The rates for the following month are determined on the last business day of the month using www.moneycafe.com/library/primerate.htm (prime rate) and www.citimortgage.com (principal residence rate).

When a new loan is approved, the interest rate is locked in and remains constant throughout the life of the loan.

X. SECURITY/COLLATERAL

At the time a loan is taken, 50 percent of the participant's account balance or the amount of the loan, whichever is less, will be used as collateral for the loan.

XI. ACCELERATION *(Select One)*

Please specify whether participants who have separated from service will be able to continue loan repayments until they have withdrawn their entire account balance from the plan, or if outstanding loans will be due and payable at the time the participant separates from service.

All outstanding loans shall be due and payable by a participant upon:

- ☐ Separation from service. All loan repayments must stop following an employee separating from service.
- ☑ Distribution of his/her entire account balance. Employees can continue making loan repayments until they have withdrawn their entire account balance.

Outstanding loan balances that are not repaid will be reported as distributions to the participant. See the Deemed Distributions section for additional information.

XII. REAMORTIZATION

Reamortization changes the terms of an outstanding loan (e.g., repayment period, interest rate, frequency of repayments). Any outstanding loan may be reamortized.

Reamortization cannot extend the repayment period beyond five (5) years from the date the loan was originally issued. Or, in the case of Principal Residence Loans, beyond [the number of years specified in Section VII] years from the date the loan was originally issued.

Participants can use a loan amortization form to request that an outstanding loan be reamortized. Upon processing the request, a new disclosure statement will be sent to the employer for endorsement by the participant and approval by the employer. The executed disclosure statement must be returned to the plan administrator within 10 calendar days from the date it is signed. The new disclosure statement is considered an amendment to the original promissory note; therefore a new promissory note will not be required.

Note: A loan reamortization will not be considered a new loan for purposes of calculating the number of loans outstanding or the one loan per calendar year limit.

XIII. REFINANCE

Refinancing involves a new loan replacing an employee's outstanding loan. The refinanced loan must be repaid over a period that does not exceed five (5) years from the date when the original loan was issued.

Actively employed participants with one (1) outstanding loan may elect to refinance the outstanding loan for an additional amount, subject to the loan amount limitations outlined in Section VI, provided that the participant has not yet taken out a loan during the calendar year. Participants with multiple outstanding loans, and those who are no longer employed, are not eligible to refinance an existing loan.

Note: Principal residence loans are not eligible for refinance.

XIV. REDUCTION OF LOAN

If a participant dies prior to full repayment of the outstanding loan(s), the outstanding loan balance(s) will be deducted from the account prior to distribution to the beneficiary(ies). The unpaid loan amount is a taxable distribution and may be subject to early withdrawal penalties. The participant's estate is responsible for taxes and penalties on the unpaid loan amount, if any. A beneficiary is responsible for taxes due on the amount he or she receives. A Form 1099 will be issued to both the beneficiary and the estate for tax reporting purposes.

XV. DEEMED DISTRIBUTIONS

A loan will be deemed distributed when a scheduled payment is still unpaid at the end of the calendar quarter following the calendar quarter in which the payment was due. When a loan is deemed distributed, the principal balance and any accrued interest is reported to the IRS as a taxable distribution. However, since the participant received the loan amount previously, no money is actually paid to the participant as part of a deemed distribution.

The loan is deemed distributed for tax purposes, but it is not an actual distribution and therefore remains an asset of the participant's account. Interest continues to accrue. The outstanding loan balance and accrued interest are reported on the participant's account statements.

Repayment of a deemed distribution will not change or reverse the taxable event.

The loan continues to be outstanding, and to accrue interest, until it is repaid or offset using the participant's account balance. An offset can occur only if the participant is eligible to receive a distribution from the plan as outlined in the plan document. Participants are required to repay any outstanding loan which has been deemed distributed before they can be eligible for a new loan. The deemed distribution and any interest accrued since the date it became a taxable event is taken into account when determining the maximum amount available for a new loan. New loans must be repaid through payroll deduction.

Important Note: The employer is obligated by federal regulation to comply with the loan guideline requirements applicable to participant loans, and to ensure against deemed distribution by monitoring loan repayments, regardless of the method of repayment, and by advising employees if loans are in danger of being deemed distributed. The tax-qualified status or eligibility of the entire plan may be revoked in cases of frequent repayment delinquency or deemed distribution.

To assist plan sponsors whose plan options include loans, ICMA-RC will provide reports of participants with payments delinquent by 30 to 89 days, 90 or more days but not yet deemed, and those whose loans have been deemed distributed. ICMA-RC is committed to supporting employers who request assistance with their loan programs in order to reduce the number of delinquent loans and decrease the occurrence of deemed distributions.

LOAN GUIDELINES AGREEMENT

XVI. FEES

Fees may be charged for various services associated with the application for and issuance of loans. All applicable fees will be debited from the participant's account balance and/or from the participant's loan repayments prior to crediting the repayment of principal and interest to the participant's account.

XVII. SIGNATURES

The Employer has the right to set other terms and conditions as it deems necessary for loans from the plan in order to comply with any legal requirements. Employer certifies that all terms and conditions will be administered in a uniform and non-discriminatory manner.

In Witness Whereof, the employer hereby caused these Guidelines to be executed

this _____ day of _____, 20 __ __.
Day of the Month *Month* *Year*

EMPLOYER

By: _____

Title: _____

Attest: _____

Governmental 457 Plan and Trust
Optional Provisions Election Form

Employers should execute this form to make elections, or change prior elections, related to optional provisions contained in the ICMA Retirement Corporation *457 Governmental Deferred Compensation Plan and Trust* document. This form may also be used by plan sponsors utilizing an individually designed plan document.

Plan Number: 30 1974 Employer Plan Name: City of Tracy

I. PLAN DOCUMENT (If you are establishing a new plan, please skip this section.)

Our Plan currently uses:

✓ ICMA-RC's model plan document

An individually designed plan document

II. PLAN YEAR

The Plan Year will be (select one):

✓ January 1 – December 31 (*Default*); *or*

The 12 month period beginning _____ _____
Month *Day*

III. ELIGIBILITY REQUIREMENTS

The following group or groups of Employees are eligible to participate in the Plan:

All Employees *(Default)*

✓ All Full Time Employees

Salaried Employees

Non-union Employees

— Management

Public Safety Employees

General Employees

Other Employees (specify the group(s) of eligible employees):

_____

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer.

IV. LOANS

Loans are allowed under the Plan.

✓ Yes No *(Default)*

If you select "Yes" above, you must also complete and return the *Loan Guidelines Agreement* in the Loan Implementation Package for 457/401 Plan Sponsors.

V. DISTRIBUTIONS

a. Distributions while employed with the Employer (in-service distributions) at 70½ will be allowed.

Yes *(Default)* No

b. In-service distributions of rollovers are allowed at any time.

Yes No *(Default)*

c. Tax-free distributions for the payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan.

Yes No *(Default)*

d. Unforeseeable emergency withdrawals are permitted.

Yes *(Default)* No

In applying the rules for unforeseeable emergency withdrawals, the determination of any unforeseen emergency shall include circumstances applying to a Primary Beneficiary.

Yes *(Default)* No

VI. ROTH PROVISIONS

a. The Plan will offer Designated Roth Accounts as described in Article X.

Yes No *(Default)*

[If No is selected, skip the remainder of this Section VI]

b. The Plan will allow In-Plan Roth Conversions as provided in Section 9.05.

Yes *(Default)* No

c. Designated Roth Accounts will be available as a source for loans under the Plan.

Yes No or N/A *(Default)*

VII. AUTOMATIC ENROLLMENT

The Plan will offer automatic enrollment.

Yes No *(Default)*

If you select "Yes" above, further steps are required to implement this feature, including completing implementation forms. We will contact you.

VIII. DEFERRAL OF SICK PAY, VACATION AND BACK PAY (CHOOSE ANY/ALL THAT APPLY)

Participants may elect to defer

Accumulated Sick Pay

Accumulated Vacation Pay

Back Pay

Note: If no election is made, a Participant will not be able to defer any of these.

The Participant's election to defer accumulated sick pay, accumulated vacation pay, or back pay must be made before the beginning of the month in which these amounts would otherwise be paid or made available to the employee.

IX. EMPLOYER MATCH

Employer will match Elective Deferrals and Default Elective Deferrals ("Deferrals"), beginning with the first payroll period occurring 91 days after a Participant's first Deferral.

Yes No *(Default)*

[If No is selected, skip the remainder of this Section IX. IF YES, COMPLETE ALL THAT APPLY]

Employer Percentage Match of Deferrals

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____% of the Deferrals made on behalf of the Participant for the Plan Year (not including Deferrals exceeding _____% of Earnings or $ _____);

PLUS _____% of the Deferrals made on behalf of the Participant for the Plan Year in excess of those included in the above paragraph (but not including Deferrals exceeding in the aggregate _____% of Earnings or $ _____).

Employer matching contributions on behalf of a Participant for a Plan Year shall not exceed $ _____ or _____% of Earnings, whichever is

(CHOOSE ONE) more less.

Employer Dollar Match of Deferrals

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

$ _____for each _____ % of Earnings or $_____ that the Employer contributes on behalf of the Participant as Deferrals for the Plan

Year (not including Deferrals exceeding _____% of Earnings or $_____);

PLUS $_____for each _____% of Earnings or $_that the Employer contributes on behalf of the Participant as Deferrals for the Plan Year in excess of those included in the above paragraph (but not including Deferrals exceeding in the aggregate % of Earnings or $_____).

Employer matching contributions on behalf of a Participant for a Plan Year shall not exceed $_____or _____% of Earnings, whichever is (CHOOSE ONE) more less.

X. MILITARY SERVICE ELECTIONS

a. Plan contributions shall be made under the plan for differential wage payments (i.e. payments made by the employer to an individual performing military service that represents all or a portion of the wages he/she would have received).

Yes *(Default)* No

If yes is selected, this is effective beginning January 1, 2009 (or if later, the effective date of the Plan), unless another effective date is filled in here: _____

b. A participant shall be deemed to have a severance from employment for purposes of eligibility for a distribution during any period of military service for more than 30 days.

Yes No *(Default)*

c. A participant who dies or becomes Disabled (as defined in the Plan) while performing qualified military service shall receive Plan contributions as if the individual had resumed employment on the day preceding death or disability and then terminated employment on the actual date of death or disability.

Yes No *(Default)*

If yes is selected, this is effective for participants who died or became disabled while performing military service on or after January 1, 2007 (or if later, the effective date of the Plan), unless another effective date is filled in here:

_____ (date cannot be prior to January 1, 2007)

XI. SPOUSAL CONSENT (APPLIES ONLY TO COMMUNITY PROPERTY STATES).

If your state is not a community property state, skip the remainder of section xi.

Where spousal consent is required, it will apply to:

Only to persons who are married *(Default)*

A person who is married, who is a domestic partner under state law, or who is a person in a civil union or other formally recognized personal partnership

A person who is married or who is a domestic partner under state law

A person who is married or is a person in a civil union or other formally recognized personal partnership

Note: This election applies only for Plans in community property states requiring the consent of a spouse to name someone other than the spouse as a beneficiary, and only for determining who is treated as a "spouse" for this purpose and not for any other Plan purposes.

XII. **SUMMARY OF CHANGES.** If you are making changes to an existing plan, please summarize the changes along with the effective dates of the changes below and identify the applicable Optional Provisions Election Form section number. If you are establishing a new plan, please skip this section.

a. _____ Effective Date:
b. _____ Effective Date:
c. _____ Effective Date:
d. _____ Effective Date:

XIII. **EMPLOYER SIGNATURE**

By signing, the employer confirms he or she is authorized to make the elections specified on this form.

Employer hereby appoints ICMA-RC as the non-discretionary Plan Administrator in accordance with the terms and conditions of the ICMA Retirement Corporation 457 Governmental Deferred Compensation Plan and Trust.

Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

Employer acknowledges that applicable state law may or may not allow for the addition of an Automatic Enrollment Feature in their 457(b) plan administered by ICMA-RC, and Employer assumes full responsibility for the decision to add such a feature to their plan.

Employer Signature: _____

Date (mm/dd/yyyy) ____/____/_____

Name (Please Print): _____

Title: _____

Preferred Phone Number: (_____) _____

Email Address: _____

Plan Number: 301974

SPECIMEN
SECTION 457(b) DEFERRED COMPENSATION PLAN
GOVERNMENTAL EMPLOYERS

This specimen plan document (which includes both an Adoption Agreement and a Basic Plan Document) is intended to meet the requirements of an eligible deferred compensation plan under Section 457(b) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, that is sponsored by a governmental employer, as defined thereunder. This document has not been approved by the Internal Revenue Service and is provided for consideration by the employer and its legal counsel. Modifications may be required depending on the specific facts and circumstances of the employer, including any applicable state or local laws, rules or regulations regarding deferred compensation or retirement benefits for governmental employees. VALIC cannot and does not provide legal or tax advice.

ADOPTION AGREEMENT
SECTION 457(b) DEFERRED COMPENSATION PLAN
(Governmental)

The undersigned employer hereby adopts or restates, as applicable, this Plan. This Plan shall comprise both (1) this Adoption Agreement and (2) the Basic Plan Document. Article and section references in this Adoption Agreement refer to articles and sections of the Basic Plan Document unless otherwise indicated.

Employer Name: City of Tracy

Employer Address: 333 Civic Center Plaza
Tracy, CA 95376

Plan Name: City of Tracy 457 Deferred Compensation Plan

1. Plan Effective Date. ("Effective Date.") (Check one.)

   ☐ This Plan is being established by the Employer as a new Plan, effective _____, _____.

   ☒ This Plan amends and restates the Plan previously established by the Employer and is effective April 16, 2019. The Plan was originally established by the Employer effective January 1, 2012.

2. Eligible Employees. (Check one.)

   ☒ All Employees shall be eligible to participate.

   ☐ The Employer, in its sole discretion, shall determine each Plan Year which Employees shall be eligible to participate in the Plan.

   ☐ All Employees shall be eligible to participate except the following Employees (specify which Employees shall not be allowed to participate in the Plan):

   _____

   _____

   _____

3. Roth Contributions. (Check one.)

   ☐ Designated Roth Contributions are not permitted, and Section 4.10 shall not apply to this Plan.

   ☒ Participants may make Designated Roth Contributions (as described in Section 4.10) in lieu of or in addition to pre-tax Elective Deferral Contributions, effective April 16, 2019 (insert date not earlier than the later of January 1, 2011 or the date of the Employer's resolution adopting Designated Roth Contributions).

4. Employer Contributions. (Check one.) Note: Employer Contributions are combined with Elective Deferral Contributions and Designated Roth Contributions in applying the contribution limits described in Section 2.18.

   ☐ There shall be no Employer Contributions under this Plan.

   ☒ Discretionary Employer Contribution. The Employer may, in its absolute discretion, make an Employer Contribution to the Plan, and may determine, in its absolute discretion, how any such Employer Contribution shall be allocated among Plan Participants. This Discretionary Employer Contribution may be a matching or non-matching contribution.

   ☐ FICA Opt-out Contribution. As described in Section 4.11, the Employer shall make FICA Opt-out Contributions (contributions other than Elective Deferral Contributions or Designated Roth Contributions) on behalf of the following Employees in lieu of paying/withholding FICA taxes for such Employees and in the amounts indicated below (check applicable box and fill in blanks for required contribution percentages):

      ☐ All Employees

      ☐ Part-time, seasonal and temporary Employees only

☐ Other (indicate which Employees shall be eligible for the FICA Opt-out Contributions):

_____

_____

The required FICA Opt-out Contribution shall consist of the following types of contributions (which must total 7.5% or more of the Participant's Compensation):

☐ Employer Contribution = _____% of Compensation

☐ Mandatory Employee Contribution = _____% of Compensation

☐ Other: _____

_____

_____

5. Loans. (Check one.)

☒ Yes, loans are allowed and Article IX shall apply to this Plan.

☐ No, loans are not allowed and Article IX shall not apply to this Plan.

6. Unforeseeable Emergency Withdrawals. (Check one.)

☒ Yes. Withdrawals under Section 6.08 shall be available under this Plan. (Check one.)

☐ Withdrawals on account of an illness, accident or need to pay for the funeral expenses of the Participant's primary Beneficiary shall be available effective the later of (a) August 17, 2006, (b) the original effective date of the Plan or, if applicable, (c) August 17, 2006 (insert date that this option was first available, if such date was later than August 17, 2006).

☐ Withdrawals on account of an illness, accident or need to pay for funeral expenses of the Participant's primary Beneficiary shall not be available.

☐ No. Withdrawals under Section 6.08 shall not be available under this Plan.

7. Participant's Election to Receive In-Service Distribution. A Participant may elect to receive an in-service distribution of his account balance as described in Section 6.10. (Check one.)

☒ Yes, if the total amount payable to a Participant under the Plan does not exceed the dollar amount under Code Section 411(a)(11)(A) (currently $5,000).

☐ No. Section 6.10 shall not apply to this Plan.

8. Distribution without Participant's Consent. Small accounts of certain inactive Participants may be distributed without the Participant's consent as described in Section 6.11. (Check one.)

☒ Yes, if the total amount payable to a Participant under the Plan does not exceed $1,000. Such amount will be paid in cash to the Participant.

☐ No. Section 6.11 shall not apply to this Plan.

9. Distributions to Individuals in Uniformed Services. (Check one.)

☐ The Plan does not permit distributions to individuals who are deemed to have a Severance from Employment solely on account of their performing services in the uniformed services and Section 6.13 shall not apply to this Plan.

☒ Participants who are deemed to have a Severance from Employment on account of their performing services in the uniformed services for a period of 30 days or more may elect to receive a distribution of all or a portion of their Account (subject to the post-distribution restrictions described in Section 6.13).

10. In-plan Roth Conversions. (Check one.) (Note: Employer cannot allow in-plan Roth conversions unless it also elects to allow Designated Roth Contributions under Section 3, above, of this Adoption Agreement.)

☐ In-plan Roth conversions are not permitted, and Section 6.12 shall not apply to this Plan.

☒ Participants may convert certain pre-tax amounts to Roth contributions in an "in-plan" rollover/conversion described in Section 6.12, but only if such amounts are currently distributable under the terms of the Plan, effective April 16, 2019 (insert date not earlier than the later of January 1, 2011 or the date of the Employer's resolution adopting in-plan Roth conversions).

11. Deductions from Distributions to Eligible Retired Public Safety Officers. (Check one.)

☐ For distributions after December 31, 2006, an Eligible Retired Public Safety Officer may elect, pursuant to Section 6.14, to have up to $3,000 of the distribution deducted and paid directly to the provider of an accident or health insurance plan or qualified long-term care insurance plan.

☒ The Plan does not allow elections by Eligible Retired Public Safety Officers under Section 6.14.

12. Non-spousal Beneficiary Rollovers. As described in Section 8.03, non-spousal Beneficiary rollovers are allowed after December 31, 2006, unless elected otherwise below. (Note: Such distributions are required by law to be allowed after December 31, 2009.)

☐ Non-spousal Beneficiary rollovers are not allowed prior to January 1, 2010.

☒ Non-spousal Beneficiary rollovers are allowed effective December 31, 2009 (insert date not earlier than January 1, 2007 and not later than December 31, 2009).

13. Required Minimum Distributions for 2009. (Check one of the boxes in each of subsections (a) and (b) below. If none of the boxes in a subsection is checked, the first option shall apply to the Plan.)

(a) For purposes of 2009 required minimum distributions:

☒ **This option reflects VALIC standard operations during 2009.** The provisions of Section 6.05(a) apply (Required Minimum Distributions continue in accordance with the terms of the Plan for Participants or Beneficiaries receiving installment payments unless such Participant or Beneficiary elects otherwise, whereas Required Minimum Distributions are suspended for all other Participants and Beneficiaries).

☐ The provisions of Section 6.05(b) apply (Required Minimum Distributions continue in accordance with the terms of the Plan for all Participants and Beneficiaries, unless otherwise elected by a Participant or Beneficiary).

☐ The provisions of Section 6.05(c) apply (Required Minimum Distributions continue in accordance with the terms of the Plan for all Participants and Beneficiaries, but only Participants or Beneficiaries receiving installment payments may elect otherwise).

☐ Other: _____

_____

_____

☐ Not applicable (Plan established as a new Plan after 2009). (Do not complete subsection (b) below.)

(b) For purposes of Section 6.05(d), the Plan will treat the following as eligible rollover distributions in 2009:

☒ **This option reflects VALIC standard operations during 2009.** A direct rollover option shall be offered only for distributions that would be eligible rollover distributions without regard to Code Section 401(a)(9)(H).

☐ Eligible rollover distributions shall include 2009 Required Minimum Distributions and installment payments that include 2009 Required Minimum Distributions.

☐ Eligible rollover distributions shall include 2009 Required Minimum Distributions, but only if paid with an additional amount that is an eligible rollover distribution without regard to Code Section 401(a)(9)(H).

14. Optional Benefit Accruals under HEART Act. (Check one.)

☒ The optional benefit accrual provisions described in Section 4.12 for individuals who die or become disabled while performing qualified military service shall not apply.

☐ The optional benefit accrual provisions described in Section 4.12 for individuals who die or become disabled while performing qualified military service shall apply effective _____, _____ (insert date not earlier than first day of 2007 Plan Year).

15. Governing Law. This Plan shall be construed under the laws of the State/Commonwealth of California (insert State/Commonwealth). This Plan shall be subject to any applicable State, county or local deferred compensation rules and regulations.

The Employer hereby causes this Adoption Agreement to be executed by its duly authorized representative on the date specified below.

Employer (Please Print): City of Tracy

Employer's Signature: _____

Name (Please Print): _____

Title: _____ Date: _____

PARTICIPATION AGREEMENT
SECTION 457(b) DEFERRED COMPENSATION PLAN
(Governmental)

Complete this page *only if* more than one Employer will adopt this Section 457(b) Deferred Compensation Plan. Each Participating Employer must execute a separate Participation Agreement.

☒ **Check here if not applicable and do not complete this page.**

The undersigned governmental entity, by executing this Participation Agreement, elects to become a Participating Employer in the Section 457(b) eligible deferred compensation plan identified in the accompanying Adoption Agreement and below (the "Plan"), as if the Participating Employer were a signatory to the Adoption Agreement for the Plan. The Participating Employer accepts, and agrees to be bound by, all of the elections made by the signatory Employer in the Adoption Agreement for the Plan, except as otherwise provided in this Participation Agreement.

1. EFFECTIVE DATE. (Note: The Effective Date of the Participating Employer's adoption of the Plan cannot be earlier than the original effective date of the Plan, as adopted by the signatory Employer. If the Participating Employer is adopting the Plan as a restatement of an existing governmental Section 457(b) plan of the Participating Employer, the Effective Date of the Participating Employer's adoption of the Plan must not be earlier than the later of (i) the original effective date of the Participating Employer's existing Section 457(b) plan, (ii) the effective date of the most recent restatement of the Plan by the signatory Employer, or (iii) the first day of the Plan Year that includes the date the Participation Agreement is executed.)

   The Effective Date of the Participating Employer's adoption of the Plan is: _____, _____.

2. NEW PLAN/RESTATEMENT. The Participating Employer's adoption of this Plan constitutes: (Check one.)

   ☐ The adoption of a new governmental Section 457(b) plan by the Participating Employer.

   ☐ An amendment and restatement of a governmental Section 457(b) plan currently maintained by the Participating Employer identified as the _____ and having an original effective date of _____, _____.

The Participating Employer hereby causes this Participation Agreement to be executed by its duly authorized representative on the date specified below.

Plan Name (Please Print): _____

Participating Employer Name (Please Print): _____

Participating Employer's Signature: _____

Name (Please Print): _____

Title: _____ Date: _____

Acceptance by the Signatory Employer of the Adoption Agreement.

Signatory Employer Name (Please Print): _____

Signatory Employer's Signature: _____

Name (Please Print): _____

Title: _____ Date: _____

BASIC PLAN DOCUMENT
SECTION 457 (b) DEFERRED COMPENSATION PLAN
(Governmental)

ARTICLE I. INTRODUCTION

This Plan is intended to be an eligible deferred compensation plan under Section 457 of the Internal Revenue Code of 1986, as amended. The primary purpose of this Plan is to attract and retain qualified personnel by permitting them to provide for benefits in the event of their retirement or death. Nothing contained in this Plan shall be deemed to constitute an employment agreement between any Participant and the Employer and nothing contained herein shall be deemed to give any Participant any right to be retained in the employ of the Employer.

ARTICLE II. DEFINITIONS

2.01 Account: The account maintained for each Participant reflecting the cumulative amount of each Participant's Deferred Compensation, including any income, gains, losses, or increases or decreases in market value attributable to the investment of the Participant's Deferred Compensation, and further reflecting any distributions to the Participant or the Beneficiary and any fees or expenses charged against the Participant's Deferred Compensation.

2.02 Adoption Agreement: The separate agreement which is executed by the Employer and sets forth the elective provisions of this Plan as specified by the Employer.

2.03 Annuity Contract: If selected by the Employer as an investment option, one or more group fixed, variable or combination fixed and variable annuity contracts issued by The Variable Annuity Life Insurance Company (VALIC) and approved for sale in the Employer's state, or by another insurance company qualified to do business in the Employer's state, which provide for periodic payments at regular intervals, whether for a period certain or during one or more lives, and which are non-transferable.

2.04 Beneficiary or Beneficiaries: The person or persons designated by the Participant in his Deferred Compensation Agreement who shall receive any benefits payable hereunder in the event of the Participant's death. If more than one designated Beneficiary survives the Participant, payments shall be made equally to the surviving Beneficiaries, unless otherwise provided in the Deferred Compensation Agreement. If no Beneficiary is designated in the Deferred Compensation Agreement or if no designated Beneficiary survives the Participant, then the estate of the Participant shall be the Beneficiary. However, a Participant may designate a contingent Beneficiary (or Beneficiaries) who shall become the primary Beneficiary (or Beneficiaries) under this Plan in the event that no primary Beneficiary survives the Participant.

2.05 Code: The Internal Revenue Code of 1986, as amended, and regulations thereunder.

2.06 Compensation: The amount of compensation that would be payable to a Participant by the Employer if no Deferred Compensation Agreement were in effect to defer compensation under this Plan. The term Compensation includes amounts that are excludable from an Employee's gross income and that are contributed by the Employer at the Employee's election to a cafeteria plan, qualified transportation fringe benefit plan, a Section 401(k) arrangement, a SARSEP, a Section 403(b) arrangement, a SIMPLE plan or another Section 457(b) plan of the Employer. For years beginning after 2008, Compensation shall include "differential wage payments," as that term is defined in Section 2.17 (Includible Compensation).

2.07 Deferred Compensation: The amount of Compensation otherwise payable to the Participant that the Participant elects to defer hereunder (as either pre-tax Elective Deferral Contributions or after-tax Designated Roth Contributions), any amount credited to a Participant's Account by reason of a transfer under Section 8.01, or any other amount that the Employer agrees to credit to a Participant's Account (as an Employer Contribution) and that does not exceed the Maximum Limitation.

2.08 Deferred Compensation Agreement: An agreement entered into between a Participant and the Employer and any amendments or modifications thereof, which agreement shall fix the amount of pre-tax Elective Deferral and/or after-tax Designated Roth Contributions, if applicable, that the Participant elects to defer; specify the Participant's investment selection with respect to his Deferred Compensation; designate the Participant's Beneficiary or Beneficiaries; and incorporate the terms, conditions, and provisions of this Plan by reference.

2.09 Designated Roth Contribution: The amount of a Participant's Compensation that he elects to defer to the Plan (as Deferred Compensation) on an after-tax basis.

2.10 Elective Deferral Contribution: The amount of a Participant's Compensation that he elects to defer to the Plan (as Deferred Compensation) on a pre-tax basis.

2.11 Eligible Retirement Plan: A plan described in Code Section 402(c)(8)(B) to which an Eligible Rollover Distribution may be transferred pursuant to Code Section 457(e)(16).

2.12 Eligible Rollover Distribution: A qualifying distribution to a Participant, or to a spousal Beneficiary of a deceased Participant, that is described in Code Section 402(c)(4).

2.13 Employee: Any individual, whether appointed, elected or under contract, providing services for the Employer for which compensation is paid. For years beginning after December 31, 2008, the term Employee also includes an individual receiving "differential wage payments," as that term is defined in Section 2.17 (Includible Compensation), from the Employer.

2.14 Eligible Employee: An Employee who, based on the Employer's elections in the Adoption Agreement, is eligible to participate in the Plan.

2.15 Employer: The entity identified in the Adoption Agreement, which entity is a State, political subdivision of a State, or an agency or instrumentality of a State or political subdivision of a State.

2.16 Employer Contribution: The amount (if any) that the Employer contributes to the Plan (as Deferred Compensation) that does not reduce (on a pre-tax or an after-tax basis) the Participant's Compensation for the Plan Year.

2.17 Includible Compensation: For a taxable year, the Participant's compensation, as defined in Code Section 415(c)(3), for services performed for the Employer. For years beginning after 2008, Includible Compensation shall include "differential wage payments," as defined in Code Section 3401(h)(2) (a payment by the Employer to an individual with respect to any period during which the individual is performing service in the uniformed services while on active duty for a period of more than 30 days, and which payment represents all or a portion of the wages the individual would have received from the Employer if the individual were performing service for the Employer). The amount of Includible Compensation shall be determined without regard to any community property laws.

2.18 Maximum Limitation: The maximum amount that may be deferred under this Plan (other than rollover amounts described in Section 8.02) for the taxable year of a Participant. Such amount shall be either the Normal Limitation or Catch-Up Limitation, whichever is applicable.

(a) Normal Limitation: The maximum amount deferred shall not exceed the lesser of the Applicable Dollar Amount (as described in Section 2.18(c) below) or 100% of the Participant's Includible Compensation.

(b) Catch-Up Limitation: For each one of the last three (3) taxable years of a Participant ending before the Participant's attainment of Normal Retirement Age, the maximum amount deferred for each such year shall be the lesser of:

(1) twice the Applicable Dollar Amount (as described in Section 2.18(c) below); or

(2) the sum of the Normal Limitation, plus that portion of the Normal Limitation not used in each of the prior taxable years of the Participant commencing after 1978 in which (i) the Participant was eligible to participate in this Plan or another eligible plan of the Employer, and (ii) compensation deferred under this Plan (or such other plan) was subject to the deferral limitations set forth in this section.

A Participant may utilize the Catch-Up Limitation only if the Participant has not previously utilized it with respect to a different Normal Retirement Age under this Plan or any other plan.

(c) Applicable Dollar Amount: The applicable dollar amount shall be the amount determined in accordance with the following table:

For taxable years beginning in calendar year:	The applicable dollar amount:
2012	$17,000
2013	$17,500
2014	$17,500
2015	$18,000
2016	$18,000
2017	$18,000

The applicable dollar amount shall be adjusted for cost-of-living increases in accordance with Code §457(e)(15).

(d) [Reserved]

(e) Age-Based Catch-Up Contributions: In addition to any other limit set forth in this section, a Participant who will attain age 50 (or greater) in the calendar year may contribute an additional amount, which amount is adjusted for cost-of-living increases in accordance with Code §414(v)(2)(C). The Age-Based Catch-Up Contribution limit for the 2017, 2016 and 2015 calendar years is $6,000 and for the 2014, 2013 and 2012 calendar years is $5,500.

(f) Coordination of Catch-Up Contributions: A Participant may not utilize both the Catch-Up Limitation and the Age-Based Catch-Up Contribution in the same year. The Age-Based Catch-Up Contribution shall not apply for any taxable year for which a higher Catch-Up Limitation applies.

(g) Excess Deferrals: Any amount deferred in excess of the Maximum Limitation or Age-Based Catch-Up Contribution shall be distributed to the Participant, with allocable net income, as soon as administratively practicable after the Plan determines that the amount is an excess deferral. An excess deferral as a result of a failure to comply with the individual limitation under Treas. Reg. Section 1.457-5 for a taxable year may be distributed to the Participant, with allocable net income, as soon as administratively practicable after the Plan determines that the amount is an excess deferral.

2.19 Normal Retirement Age: The age that determines the period during which a Participant may utilize the Catch-Up Limitation of Section 2.18(b) hereunder. A Participant's Normal Retirement Age shall be age 70½, unless the Participant has elected an alternative Normal Retirement Age by written instrument delivered to the Employer prior to Severance from Employment.

A Participant's alternative Normal Retirement Age may not be earlier than the earliest date that the Participant shall become eligible to retire and receive unreduced retirement benefits under the Employer's defined benefit plan or money purchase plan covering that Participant and may not be later than the calendar year in which the Participant attains age 70½. If the Participant will not be eligible to receive benefits under a defined benefit plan or money purchase plan maintained by the Employer, the Participant's Normal Retirement Age may not be earlier than attainment of age 65 and may not be later than the calendar year in which the Participant attains age 70½.

If the Participant is a qualified police officer or firefighter as defined under Code Section 415(b)(2)(H)(ii)(I), then such qualified police officer or firefighter may designate an alternative Normal Retirement Age that is between age 40 and age 70½.

Once a Participant has to any extent utilized the Catch-Up Limitation of Section 2.18(b), his Normal Retirement Age may not be changed.

2.20 Participant: Any Eligible Employee who has enrolled in this Plan pursuant to the requirements of Article IV or who has previously deferred compensation under this Plan and who has not received a distribution of his entire benefit under the Plan.

2.21 Plan Year: The 12-month period commencing each January 1st and ending on the following December 31st.

2.22 Severance from Employment: Termination of the Participant's employment relationship with the Employer. For years after 2008, solely for purposes of the withdrawal restrictions of Code Section 457(d)(1)(A), an individual shall be treated as having been severed from employment during any period the individual is performing service in the uniformed services, as described in Code Section 3401(h)(2)(A). For years prior to 2002, references in this Plan to Severance from Employment shall mean severance of the Participant's employment with the Employer, within the meaning of Code Section 402(e)(4)(D)(i)(III), rather than termination of the Participant's employment relationship with the Employer.

2.23 Service Provider: The Variable Annuity Life Insurance Company (VALIC), VALIC Retirement Services Company or such other entity as the Employer designates to perform administrative services under this Plan.

ARTICLE III. ADMINISTRATION

3.01 Plan Administrator. This Plan shall be administered by the Employer or one or more persons designated by the Employer. The Plan Administrator, if other than the Employer, shall act as the agent of the Employer in all matters concerning the administration of this Plan. The Plan Administrator shall have full power to adopt, amend, and revoke such rules and regulations consistent with and as may be necessary to implement, operate and maintain this Plan, to enter into contracts on behalf of the Employer under this Plan, and to make discretionary decisions affecting the rights or benefits of Participants under Section 6.08 of this Plan.

3.02 Employee with Administrative Responsibilities. Any Employee who is charged with administrative responsibilities hereunder may participate in the Plan under the same terms and conditions as apply to other Employees. However, he shall not have the power to participate in any discretionary action taken with respect to his participation under Section 6.08 of this Plan.

3.03 Administrative Services. The Employer may enter into an agreement with a Service Provider to provide nondiscretionary administrative services under this Plan for the convenience of the Employer, including, but not limited to, the enrollment of Employees as Participants, the maintenance of Accounts and other records, the making of periodic reports to Participants, and the disbursement of benefits to Participants.

ARTICLE IV. PARTICIPATION IN THE PLAN

4.01 Participant. An Eligible Employee becomes a Participant when he has executed and entered into a Deferred Compensation Agreement with the Employer. An Eligible Employee is not precluded from becoming a Participant by reason of having received a pre-1997 cash-out distribution (upon separation from service) of $3,500 or less from a Code Section 457(b) plan.

4.02 Enrollment in the Plan. An Eligible Employee may elect to defer Compensation for a calendar month by entering into a Deferred Compensation Agreement before the first day of the month in which the Compensation is paid or made available. A new Eligible Employee may defer Compensation payable in the calendar month which includes the first day of employment by entering into a Deferred Compensation Agreement on or before the first day of employment.

4.03 Minimum Deferral Amount. At the time of entering into or amending a Deferred Compensation Agreement hereunder, an Eligible Employee or Participant must agree to defer a minimum periodic amount as specified by the Plan Administrator.

4.04 Change in Amount of Deferred Compensation or Beneficiary. A Participant may not amend or modify an executed Deferred Compensation Agreement to change the amount of Deferred Compensation except with respect to compensation to be earned in the subsequent calendar month and provided that notice is given prior to the beginning of the month for which such change is to be effective. The Employer may suspend a Participant's Elective Deferral Contributions and/or Designated Roth Contributions for up to 6 months in the event a Participant takes a hardship distribution from the Employer's Section 401(k) plan or Section 403(b) arrangement if required under the terms of such plan or arrangement. A Participant may change the Beneficiary designated in his Deferred Compensation Agreement at any time by giving written notice to the Plan Administrator.

4.05 Revocation of Deferred Compensation Agreement. A Participant may revoke his Deferred Compensation Agreement and his Compensation shall be restored in the subsequent calendar month, by giving notice to the Employer prior to the beginning of the month for which such revocation is to be effective.

4.06 New Deferred Compensation Agreement Upon Return to Service or After Revocation. A Participant who returns to active service with the Employer after a Severance from Employment, or who has revoked his Deferred Compensation Agreement under Section 4.05, may again become an active Participant by executing a new Deferred Compensation Agreement with the Employer prior to the beginning of the calendar month for which it is to be effective.

4.07 Leave of Absence; Other Absences. Compensation may continue to be deferred under this Plan with respect to a Participant who is on an approved leave of absence from the Employer with Compensation, and all of the rules of this Article shall apply with respect to making, amending or revoking any Deferred Compensation Agreement for such a Participant.

4.08 Deferrals of Sick, Vacation, and Back Pay. Subject to approval of the Employer, an Eligible Employee or Participant who has not had a Severance from Employment may elect to defer accumulated sick pay, accumulated vacation pay, and back pay under this Plan in accordance with the requirements of Code Section 457(b). These amounts may be deferred for any calendar month only if an agreement providing for the deferral is entered into before the beginning of the month in which the amounts would otherwise be paid or made available and the Participant is an Employee on the date the amounts would otherwise be paid or made available.

4.09 Deferrals of Amounts Paid After Severance from Employment. Subject to the approval of the Employer:

(a) An Eligible Employee or Participant may elect to defer certain amounts that are paid after Severance from Employment, but only if such amounts are

(1) paid by the later of 2½ months after Severance from Employment or the end of the calendar year that includes the date of Severance from Employment, and

(2) one of the following types of compensation:

(i) regular compensation for services rendered by the Eligible Employee or Participant (including base pay, overtime, shift differential, commission, bonus or other similar pay), so long as these amounts would have been paid to the Eligible Employee or Participant prior to termination of employment if the Eligible Employee or Participant had not had a Severance from Employment; or

(ii) payments for accrued but unused sick, vacation or other leave, but only if the Eligible Employee or Participant would have been able to use such leave if employment had continued.

(b) An Eligible Employee or Participant may also elect to defer amounts paid to the Eligible Employee or Participant during periods when the Eligible Employee or Participant is not performing services for the Employer by reason of qualified military service (as that term is used in Code Section 414(u)(1)), but only to the extent those payments do not exceed the amount the Eligible Employee or Participant would have received if the Eligible Employee or Participant had continued to perform services for the Employer rather than entering qualified military service.

(c) An Eligible Employee or Participant may also elect to defer amounts paid to the Eligible Employee or Participant during a period when the Eligible Employee or Participant is not performing services for the Employer because the Eligible Employee or Participant is permanently and totally disabled (as that term is defined in Code Section 22(e)(3)), so long as either:

(1) the Eligible Employee or Participant was not a highly compensated employee (as defined in Code Section 414(q)) immediately before becoming permanently and totally disabled, or

(2) the plan under which the disability payments are made provides for payments to all Eligible Employees or Participants who are permanently and totally disabled for a fixed or determined period.

4.10 Designated Roth Contributions. If elected by the Employer in the Adoption Agreement, the Participant may designate that all or a portion of his/her elective contributions to the Plan be treated as after-tax Roth contributions (referred to herein as "Designated Roth Contributions"). Such designation must be made before the date upon which the amounts designated would otherwise have been payable to the Participant (but for the election to defer), and such designation must be irrevocable on and after that date. Designated Roth Contributions (and the earnings thereon) shall be accounted for separately from all other contributions to the Plan (including rollovers of Roth contributions from other plans and in-plan Roth conversions) and the earnings on those contributions. If a Participant takes a distribution of less than 100% of his Account (including an In-Service Distribution or an Unforeseeable Emergency Withdrawal), the Participant may designate whether such distribution shall be made from the Participant's pre-tax Elective Deferral Contributions or after-tax Designated Roth Contributions.

4.11 Employer Contributions. If elected by the Employer in the Adoption Agreement, the Employer may/shall make contributions (that are not part of the Participant's Compensation) to the Plan as additional Deferred Compensation. Employer contributions may, but need not, be accounted for separately from Employee pre-tax Elective Deferral Contributions, but shall be accounted for separately from Designated Roth Contributions, amounts converted to Roth contributions through an in-plan Roth conversion, and rollover contributions (whether from a non-Roth account or a designated Roth account). If the Employer elects in the Adoption Agreement to make contributions in lieu of withholding/paying FICA taxes (hereinafter referred to as "FICA Opt-out Contributions") for some or all Participants for a given pay period, such contributions must total at least 7.5% of the Participant's Compensation for the pay period, and must be 100% vested at all times. If the Employer requires Participants to make mandatory salary reduction (*i.e.*, pre-tax) contributions to the Plan as a condition of employment (hereinafter referred to as "Employee Mandatory Contributions"), such contributions shall be treated as Employer Contributions for all purposes under this Plan (including the 7.5% of Compensation requirement for FICA Opt-out Contributions).

4.12 Compliance with HEART Act. In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code Section 414(u)), the Participant's Beneficiary is entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service), if any, provided under the Plan as if the Participant had resumed employment and then terminated employment on account of death. If (and only if) the Employer elects in the Adoption Agreement, then effective as of the date elected in the Adoption Agreement, the Plan shall treat an individual who dies or becomes disabled (as defined in Code Section 72(m)(7)) while performing qualified military service with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability. The Plan will determine the amount of Elective Deferral Contributions (or Designated Roth Contributions) of an individual treated as employed under this section for purposes of applying Code Section 414(u)(8)(C) on the basis of the individual's average actual Elective Deferral Contributions (or Designated Roth Contributions) for the lesser of (i) the 12-month period of service with the Employer immediately prior to the qualified military service or (ii) the actual length of continuous service with the Employer.

ARTICLE V. INVESTMENT OF DEFERRED COMPENSATION

5.01 Annuity Contracts and Other Plan Investments. For the purposes of satisfying its obligation to provide benefits under this Plan, the Employer shall invest the amount of compensation deferred by each Participant in Annuity Contracts and other Plan investments as specified in the Participants' Deferred Compensation Agreements. Amounts deferred

under this Plan must be transferred to a trust, custodial account or annuity contract described in Section 5.02 within a period that is not longer than is reasonable for the proper administration of the Participant Accounts. Responsibility for the selection of investment alternatives for Plan assets shall be retained by the Employer, and the Employer shall have the right to modify the selection of investment alternatives from time to time. However, Participants and Beneficiaries may allocate amounts held in their Accounts or otherwise credited for their benefit under the Plan among the investment alternatives selected by the Employer, and the Employer shall cause such amounts to be so allocated within a reasonable time after the receipt of Participant instructions, or may instruct the issuer, trustee, or custodian to accept such allocation instructions directly from Participants and Beneficiaries as representatives of the Employer.

5.02 Exclusive Benefit. Notwithstanding any provision of the Plan to the contrary, all amounts held under the Plan, including amounts deferred and earnings or other accumulations attributable thereto, shall be held for the exclusive benefit of Plan Participants and Beneficiaries (i) in annuity contracts or (ii) in trust or in one or more custodial accounts pursuant to one or more separate written instruments. Any such annuity contract, trust, or custodial account must satisfy the requirements of Code Section 457(g)(1). The annuity contract, trust or custodial account must make it impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the annuity contract, trust or custodial account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries. For purposes of this section, the terms Participant and Beneficiary shall also include contingent beneficiaries and/or spouses, former spouses, or children of Participants for whose benefit amounts are being held under the Plan pursuant to the terms of a domestic relations order which has been recognized under the terms of the Plan. Any discretionary authority reserved to the Employer (or to any administrator or administrative committee) under the Plan or under any investment held under the Plan, to the extent the exercise thereof would otherwise be inconsistent with this section, shall be exercised for the exclusive benefit of Plan Participants and Beneficiaries. Any issuer of an annuity contract or trustee or custodian of other investments held under the Plan shall have no authority to pay any amounts from such Plan investments to any creditor of the Employer, and shall have no duty to inquire into the validity of any request by the Employer or by an administrator or administrative committee for distribution of amounts for the benefit of a Participant or a Beneficiary under the Plan.

5.03 Benefits Based on Participant's Account Value. The benefits paid to a Participant or Beneficiary pursuant to Article VI of this Plan shall be based upon the value of the Participant's Account. In no event shall the Employer's liability to pay benefits exceed the value of the Participant's Account, and the Employer shall not be liable for losses arising from depreciation or other decline in the value of any investments acquired under this Plan.

5.04 Periodic Reports. Each Participant shall receive periodic reports, not less frequently than annually, showing the then-current value of his Account.

5.05 Employer-Directed Accounts. Notwithstanding any provision of the Plan to the contrary, the Employer shall direct the issuer, trustee or custodian with respect to the investment of any contributions that are forwarded to the issuer, trustee or custodian prior to the date on which the Participant or Beneficiary completes the necessary paperwork with the issuer, trustee or custodian (or takes such other action or actions as may be necessary) to direct the investment of such amounts. This direction shall be effective only until such time as the Participant or Beneficiary exercises his right to direct the investment of such amounts in accordance with the terms of the Plan.

ARTICLE VI. BENEFITS

6.01 Distribution of Benefits. Except as otherwise provided in this Article, a Participant's Account shall become distributable upon a Participant's attainment of age 70½ or Severance from Employment. If the Participant has had a Severance from Employment, the distribution of a Participant's Account shall commence no later than April 1st of the calendar year following the year of the Participant's attainment of age 70½. Distributions shall be made in accordance with one of the payment options described in Section 6.03.

6.02 Distribution Procedures. The Employer may from time to time establish procedures for Participant distribution elections, provided that such procedures are not inconsistent with the requirements of Section 6.01.

6.03 Payment Options. A Participant (or a Beneficiary as provided in Sections 6.06 or 6.07) may elect to have the value of the Participant's Account distributed in accordance with one of the following payment options provided that such option is available under the investment and consistent with the requirements set forth in Section 6.04:

(a) life annuity;

(b) life annuity with 60, 120, or 180 monthly payments guaranteed;

(c) unit refund life annuity;

(d) joint and last survivor annuity (spouse only);

(e) lump sum;

(f) term certain annuity with 36, 48, 60, 72, 84, 96, 108, 120, 132, 144, 156, 168 or 180 monthly payments guaranteed;

(g) withdrawals for a specified number of years;

(h) withdrawals of a specified amount; or

(i) any other method of payment agreed upon between Participant and Employer and accepted by the investment provider or Service Provider.

If a Participant fails to elect a payment option, any required payments shall be made under a payment option designated by the Employer.

Notwithstanding the options above, any option that involves a life contingency (or a joint life contingency) shall only be available under an Annuity Contract offered or obtained under the terms of the Plan.

6.04 Required Minimum Distributions.

(a) No payment option may be selected by the Participant (or a Beneficiary) unless it satisfies the requirements of Code Section 401(a)(9) and any additional Code limitations applicable to the Plan. The provisions of this section shall apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year. The requirements of this section shall take precedence over any inconsistent provisions of the Plan. All distributions required under this section shall be determined and made in accordance with the regulations under Code Section 401(a)(9). Notwithstanding the other provisions of this section, distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

(b) The Participant's entire interest shall be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date. If the Participant dies before distributions begin, the Participant's entire interest shall be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then unless the surviving spouse elects to apply the 5-year rule (pursuant to subsection (f), below), distributions to the surviving spouse shall begin by December 31st of the calendar year immediately following the calendar year in which the Participant died, or by December 31st of the calendar year in which the Participant would have attained age 70½, if later.

(2) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then unless the designated Beneficiary elects to apply the 5-year rule (pursuant to subsection (f), below), distributions to the designated Beneficiary shall begin by December 31st of the calendar year immediately following the calendar year in which the Participant died.

(3) If there is no designated Beneficiary as of September 30th of the year following the year of the Participant's death, the Participant's entire interest shall be distributed by December 31st of the calendar year containing the fifth anniversary of the Participant's death.

(4) If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this subsection (b), other than paragraph (b)(1), shall apply as if the surviving spouse were the Participant.

For purposes of this subsection (b) and subsection (d), unless paragraph (b)(4) applies, distributions are considered to begin on the Participant's required beginning date. If paragraph (b)(4) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under paragraph (b)(1). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under paragraph (b)(1)), the date distributions are considered to begin is the date distributions actually commence.

Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions shall be made in accordance with subsections(c) and (d) of this section. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder shall be made in accordance with the requirements of Code Section 401(a)(9).

(c) During the Participant's lifetime, the minimum amount that shall be distributed for each distribution calendar year is the lesser of:

(1) the quotient obtained by dividing the Participant's account balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(2) if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

Required minimum distributions shall be determined under this subsection (c) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(d) (1) If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that shall be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:

(a) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(b) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(c) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(2) If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30th of the year after the year of the Participant's death, the minimum amount that shall be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(3) Except as otherwise elected (pursuant to subsection (f), below), if the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that shall be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in paragraphs (1) and (2), above.

(4) If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30th of the year following the year of the Participant's death, distribution of the Participant's entire interest shall be completed by December 31st of the calendar year containing the fifth anniversary of the Participant's death.

(5) If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under paragraph (b)(1), this subsection (d) shall apply as if the surviving spouse were the Participant.

(e) Definitions.

(1) "Designated Beneficiary" means the individual who is designated as the Beneficiary under Section 2.04 of the Plan and is the designated Beneficiary under Code Section 401(a)(9) and Section 1.401(a)(9)-1, Q&A-4, of the regulations.

(2) "Distribution calendar year" means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year that contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year

in which distributions are required to begin under subsection (b). The required minimum distribution for the Participant's first distribution calendar year shall be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, shall be made on or before December 31st of that distribution calendar year.

(3) "Life expectancy" means life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the regulations.

(4) "Participant's account balance" means the account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

(5) "Required beginning date" means April 1st of the calendar year following the later of:

(a) the calendar year in which the Participant attains age 70½; or

(b) the calendar year in which the Participant retires.

(f) Participants or Beneficiaries may elect, on an individual basis, whether the 5-year rule or the life expectancy rule in subsections (b) and (d) applies to distributions after the death of a Participant who has a designated Beneficiary. The election must be made no later than the earlier of September 30th of the calendar year in which distribution would be required to begin under subsection (b), or by September 30th of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, the surviving spouse's) death. If neither the Participant nor the Beneficiary makes an election under this paragraph, distributions shall be made in accordance with subsections (b) and (d).

6.05 2009 Required Minimum Distributions ("RMDs").

(a) Continuation of RMDs for Participants Receiving Installment Payments Unless Otherwise Elected by the Participant; Suspension of RMDs for All Other Participants. This paragraph applies if elected by the Employer in the Adoption Agreement or if no election is made by the Employer in the Adoption Agreement. Notwithstanding the provisions of Code Section 401(a)(9)(H), a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code Section 401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are one or more payments in a series of installments (that include 2009 RMDs), will continue to receive those distributions for 2009 unless the Participant or Beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect not to receive the distributions that include 2009 RMDs. For all other Participants and Beneficiaries, the requirement to receive the 2009 RMD shall be suspended in accordance with Code Section 401(a)(9)(H).

(b) Continuation of RMDs for All Participants Unless Otherwise Elected by the Participant. This paragraph applies if elected by the Employer in the Adoption Agreement. Notwithstanding the provisions of Code Section 401(a)(9)(H), a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code Section 401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are either (1) equal to the 2009 RMDs or (2) one or more payments in a series of installments (that include 2009 RMDs), will receive those distributions for 2009 unless the Participant or Beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence.

(c) Continuation of RMDs for All Participants Unless Otherwise Elected by Participants Receiving Installment Distributions. This paragraph applies if elected by the Employer in the Adoption Agreement. Notwithstanding the provisions of Code Section 401(a)(9)(H), a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code Section 401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are either (1) equal to the 2009 RMDs or (2) one or more payments in a series of installments (that include the 2009 RMDs), will receive those distributions for 2009. However, Participants and Beneficiares receiving installments will be given the opportunity to elect not to receive the distributions that include 2009 RMDs.

(d) Direct Rollovers. Notwithstanding the provisions of the Plan relating to required minimum distributions under Code Section 401(a)(9), and solely for purposes of applying the direct rollover provisions of the Plan, certain additional distributions in 2009, as elected by the Employer in the Adoption Agreement, will be treated as eligible rollover distributions. If no election is made by the Employer in the Adoption Agreement, then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code Section 401(a)(9)(H).

6.06 Post-Retirement Death Benefits. Should the Participant die after he has begun to receive benefits under an annuity payment option, the guaranteed or remaining payments, if any, under the annuity payment option shall be payable to the Participant's Beneficiary commencing with the first payment due after the death of the Participant. If the Beneficiary does not continue to live for the remaining period of payments under the annuity payment option, then the remaining benefits under the annuity payment option shall be paid to the Beneficiary's beneficiary or, if none, the Beneficiary's estate. Should the Participant die after he has begun to receive benefits under any other payment option, a death benefit equal to the value of the Participant's Account shall be payable to the Beneficiary. Such death benefit shall be paid in a lump sum unless the Beneficiary elects a different payment option. Should the Beneficiary die before the completion of payments under an annuity payment option or before distribution of the entire Participant Account, then the value of the remaining payments under the annuity payment option, or the value of the Participant Account in a lump sum, respectively, shall be paid to the Beneficiary's beneficiary or, if none, the Beneficiary's estate. Payment to the Participant's Beneficiary under this section must comply with Code Section 401(a)(9), and with any additional Code limitations applicable to the Plan. In no event shall the Employer be liable for any payments made in the name of the Participant or a Beneficiary before the Employer or its agent receives proof of the death of the Participant or Beneficiary.

6.07 Pre-Retirement Death Benefits. Should the Participant die before he has begun to receive benefits under Section 6.01, a death benefit equal to the value of the Participant's Account shall be payable to the Beneficiary. Such death benefit shall be paid in a lump sum unless the Beneficiary elects a different payment option. Payment to the Participant's Beneficiary must comply with Code Section 401(a)(9), and with any additional Code limitations applicable to the Plan. Should the Beneficiary die before the completion of payments under an annuity payment option or before distribution of the entire Participant Account, the value of the remaining payments under the annuity payment option, or the value of the Participant Account in a lump sum, shall be paid to the Beneficiary's beneficiary or, if none, the Beneficiary's estate.

6.08 Unforeseeable Emergency Withdrawals. If the Employer so elects in the Adoption Agreement, then in the event of an unforeseeable emergency, a Participant may apply to the Employer to receive that part of the value of his Account that is reasonably needed to satisfy the emergency need (including any amounts that may be necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution). If such application for withdrawal is approved by the Employer, the Employer shall direct the issuer, trustee or custodian to pay the Participant such value as the Employer deems necessary to meet the emergency need.

The regulations under Section 457(d)(1)(A)(iii) of the Code define an unforeseeable emergency as a severe financial hardship of the Participant or Beneficiary resulting from an illness or accident of the Participant or Beneficiary, the Participant's or Beneficiary's spouse, or the Participant's or Beneficiary's dependent (as defined in Code Section 152, and, for taxable years beginning on or after January 1, 2005, without regard to Code Section 152(b)(1), (b)(2), and (d)(1)(B)); loss of the Participant's or Beneficiary's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, *e.g.*, as a result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant or Beneficiary. For example, the imminent foreclosure of or eviction from the Participant's or Beneficiary's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. Finally, the need to pay for the funeral expenses of a spouse or a dependent (as defined in Code Section 152, and, for taxable years beginning on or after January 1, 2005, without regard to Code Section 152(b)(1), (b)(2), and (d)(1)(B)) of the Participant or Beneficiary may also constitute an unforeseeable emergency. Except as otherwise specifically provided in this Section 6.08, neither the purchase of a home nor the payment of college tuition is an unforeseeable emergency.

A distribution on account of an unforeseeable emergency may not be made to the extent that such emergency is or may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship, or by cessation of deferrals under the Plan.

Unless otherwise elected in the Adoption Agreement, then effective as of August 17, 2006, a Participant's unforeseeable emergency includes a severe financial hardship of the Participant's primary beneficiary under the Plan, that would constitute an unforeseeable emergency if it occurred with respect to the Participant's spouse or dependent as defined under Code Section 152. For purposes of this section, a Participant's "primary beneficiary under the Plan" is an individual who is named as a Beneficiary under the Plan and has an unconditional right to all or a portion of the Participant's account balance under the Plan upon the Participant's death.

6.09 Transitional Rule for Annuity Payment Option Elections. If this Plan document constitutes an amendment and restatement of the Plan as previously adopted by the Employer and if a Participant or Beneficiary has commenced receiving benefits under an annuity payment option, that annuity payment option shall remain in effect notwithstanding any other provision of this Plan.

6.10 Participant's Election to Receive In-Service Distribution. If the Employer so elects in the Adoption Agreement, a Participant may elect to receive an in-service distribution of the total amount payable to him under the Plan if:

(a) such amount does not exceed the dollar amount under Section 411(a)(11)(A) of the Code,

(b) no amount has been deferred under the Plan with respect to the Participant during the two-year period ending on the date of the distribution, and

(c) there has been no prior distribution under the Plan to the Participant under this Section 6.10 or under Section 6.11.

6.11 Distribution without Participant's Consent. If the Employer so elects in the Adoption Agreement, the total amount payable to a Participant under the Plan may be distributed to the Participant without his consent if:

(a) such amount does not exceed $1,000,

(b) no amount has been deferred under the Plan with respect to the Participant during the two-year period ending on the date of the distribution, and

(c) there has been no prior distribution under the Plan to the Participant under this Section 6.11 or under Section 6.10.

6.12 In-plan Roth Conversions. If the Employer so elects in the Adoption Agreement, Participants may elect to convert certain pre-tax Elective Deferral Contributions, Employer Contributions or rollover contributions to after-tax Roth contributions in an in-plan (taxable) conversion. Such conversion shall be accomplished through a direct rollover from the Participant's applicable pre-tax account to his Roth conversion account (such that there is no actual distribution from the Plan). In-plan Roth conversions are expressly limited to amounts that are currently distributable to the Participant under both Code Section 457(d)(1)(A) and the terms of the Plan. Rollover contributions made on or after January 1, 2006 may be converted at any time. Amounts attributable to Elective Deferral Contributions or Employer Contributions generally cannot be converted before the Participant has attained age 70½ or has had a Severance from Employment. If the Employer elects in the Adoption Agreement to allow in-service distribution of small, inactive accounts, such amounts shall also be eligible for conversion under this section. All in-plan Roth conversions shall be taxable to the Participant in the year of the conversion.

6.13 Distributions to Individuals Performing Service in Uniformed Services. If (and only if) elected by the Employer in the Adoption Agreement, a Participant who is deemed to have incurred a Severance from Employment on account of performing services in the uniformed services (as defined in chapter 43 of title 38, United States Code) for a period of active duty of more than 30 days may elect to receive a distribution of all or a portion of the Participant's Account under the Plan. However, the Plan will not distribute the Participant's Account without the Participant's consent. If the Participant elects to receive a distribution under this provision, the Participant may not make an Elective Deferral Contribution or a Designated Roth Contribution to the Plan during the 6-month period beginning on the date of the distribution.

6.14 Eligible Retired Public Safety Officer Distribution Deduction Election. Unless the Employer elects otherwise in the Adoption Agreement, for distributions in taxable years beginning after December 31, 2006, an "Eligible Retired Public Safety Officer" may elect annually for that taxable year to have the Plan (i) deduct an amount from the distribution which the Eligible Retired Public Safety Officer otherwise would receive (and include in income) and (ii) pay such deducted amounts directly to the provider of an accident or health insurance plan or qualified long-term care insurance contract. The amount deducted (and paid to the provider) may not exceed the lesser of $3,000 or the amount the Participant paid for such taxable year for qualified healthcare premiums, and which otherwise complies with Code Section 402(l). For purposes of this section: (i) an "Eligible Retired Public Safety Officer" is an individual who, by reason of disability or attainment of normal retirement age, has experienced a Severance from Employment as a Public Safety Officer with the Employer, (ii) a "Public Safety Officer" has the same meaning as in Section 1204(9)(A) of the Omnibus Crime Control and Safe Streets Act of 1968, and (iii) the term "qualified health insurance premiums" means premiums for coverage for the Eligible Retired Public Safety Officer, his spouse and dependents, by an accident or health plan or a qualified long-term care insurance contract (as defined in Code Section 7702B(b)).

ARTICLE VII. NON-ASSIGNABILITY

7.01 In General. Except as provided in Section 7.02, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and no Participant or Beneficiary shall have any right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments hereunder or any interest under the Plan, which payments and interests are expressly declared to be non-assignable and non-transferable.

7.02 Domestic Relations Orders.

(a) Allowance of Transfers: Notwithstanding Section 7.01, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to a State domestic relations law ("domestic relations order"), then the amount of the Participant's Account shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Plan Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order. Where necessary to carry out the terms of such an order, a separate Account may be established with respect to the spouse, former spouse, or child who shall be entitled to make investment selections with respect thereto in the same manner as the Participant.

(b) Release from Liability to Participant: The Employer's liability to pay benefits to a Participant shall be reduced to the extent that amounts have been paid or set aside for payment to a spouse, former spouse, child, or other dependent pursuant to paragraph (a) of this section. No such transfer shall be effectuated unless the Employer or Service Provider has been provided with satisfactory evidence that the Employer and the Service Provider are released from any further claim by the Participant with respect to such amounts. The Participant shall be deemed to have released the Employer and the Service Provider from any claim with respect to such amounts, in any case in which (i) the Employer or Service Provider has been served with legal process or otherwise joined in a proceeding relating to such transfer, (ii) the Participant has been notified of the pendency of such proceeding in the manner prescribed by the law of the jurisdiction in which the proceeding is pending by service of process in such action or by mail from the Employer or Service Provider to the Participant's last known mailing address, and (iii) the Participant fails to obtain an order of the court in the proceeding relieving the Employer or Service Provider from the obligation to comply with the judgment, decree, or order. The Participant shall also be deemed to have released the Employer or Service Provider if the Participant has consented to the transfer pursuant to the terms of a property settlement agreement and/or a final judgment, decree, or order as described in paragraph (a).

(c) Participation in Legal Proceedings: The Employer and the Service Provider shall not be obligated to defend against or seek to have set aside any judgment, decree, or order described in paragraph (a) or any legal order relating to the garnishment of a Participant's benefits, unless the full expense of such legal action is borne by the Participant. In the event that the Participant's action (or inaction) nonetheless causes the Employer or Service Provider to incur such expense, the amount of the expense may be charged against the Participant's Account and thereby reduce the Employer's obligation to pay benefits to the Participant. In the course of any proceeding relating to divorce, separation, or child support, the Employer and Service Provider shall be authorized to the extent permitted by applicable laws to disclose information relating to the Participant's Account to the Participant's spouse, former spouse, or child (including the legal representatives of the spouse, former spouse, or child), or to a court.

(d) Effective April 6, 2007, a domestic relations order will not fail to be a domestic relations order (1) solely because the order is issued after, or revises, another domestic relations order; or (2) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death. A domestic relations order described in this paragraph is subject to the same requirements and protections that apply to domestic relations orders.

ARTICLE VIII. TRANSFERS AND ROLLOVERS

8.01 Transfers. This Plan shall accept and allow transfers, pursuant to Code Section 457, of amounts deferred by an individual under this Plan or another eligible deferred compensation plan meeting the requirements of Section 457(g) of the Code, provided the conditions of this Section 8.01 are met.

(a) Directed by Individual Participant or Beneficiary. A transfer from this Plan to another eligible governmental deferred compensation plan or from another eligible governmental deferred compensation plan to this Plan is permitted only if the transferor plan provides for transfers, the receiving plan provides for the receipt of transfers, the Participant or Beneficiary whose amounts deferred are being transferred shall have an amount deferred immediately after the transfer at least equal to the amount deferred with respect to that Participant or

Beneficiary immediately before the transfer, and in the case of a transfer for a Participant, the Participant whose amounts deferred are being transferred has had a severance from employment with the transferring employer and is performing services for the employer maintaining the transferee plan. Upon the transfer of assets from this Plan under this paragraph (a), the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary.

Any such transferred amount shall not be treated as a deferral subject to the limitations of Section 2.18, except that, for purposes of applying the limit of Section 2.18, an amount deferred during any taxable year under the plan from which the transfer is accepted shall be treated as if it had been deferred under this Plan during such taxable year and compensation paid by the transferor employer shall be treated as if it had been paid by the Employer.

(b) Permissive Service Credit Transfers. Subject to any limitations imposed by an investment provider, if a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Code Section 414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account transferred to the defined benefit governmental plan. A transfer under this paragraph (b) may be made before the Participant has had a Severance from Employment.

A transfer may be made under this paragraph (b) only if the transfer is either for the purchase of permissive service credit (as defined in Code Section 415(n)(3)(A)) under the receiving defined benefit governmental plan or a repayment to which Code Section 415 does not apply by reason of Code Section 415(k)(3).

8.02 Rollovers. A Participant may elect to roll an Eligible Rollover Distribution to an Eligible Retirement Plan. The Participant shall be provided with a description of available rollover rights and rules in advance of such a distribution. A distribution that is an Eligible Rollover Distribution and that is paid in a form other than a rollover shall be subject to mandatory withholding of 20%, or such other mandatory withholding rate as may be imposed under the Code from time to time. This Plan shall be permitted to accept a rollover distribution from an Eligible Retirement Plan (including a distribution from an IRA) to this Plan, subject to any administrative restrictions imposed by the Plan or by the investment provider. To the extent required under the Code, the Plan shall separately account for any rollover contributions it receives. Rollover contributions to the Plan before January 1, 2006, shall be subject to the same restrictions on distributions applicable to other amounts held under the Plan. Rollover contributions to the Plan on or after January 1, 2006, shall not be subject to the same restrictions on distributions applicable to other amounts held under the Plan, and such rollover contributions may be distributed at any time.

8.03 Non-spousal Beneficiary Rollovers.

(a) For distributions after December 31, 2009, and unless otherwise elected in the Adoption Agreement, for distributions between January 1, 2007 and December 31, 2009, a non-spouse Beneficiary who is a "designated beneficiary" under Code Section 401(a)(9)(E) and the regulations thereunder, may roll over, by a direct trustee-to-trustee transfer ("direct rollover"), all or any portion of his distribution to an individual retirement account the Beneficiary establishes for purposes of receiving the distribution. In order to roll over the distribution, the distribution otherwise must satisfy the definition of an Eligible Rollover Distribution.

(b) Although a non-spouse Beneficiary may roll over directly a distribution as provided in paragraph (a) above, any distribution made prior to January 1, 2010, is not subject to the direct rollover requirements of Code Section 401(a)(31) (including Code Section 401(a)(31)(B), the notice requirements of Code Section 402(f) or the mandatory withholding requirements of Code Section 3405(c)). If a non-spouse Beneficiary receives a distribution from the Plan, the distribution is not eligible for an indirect "60-day" rollover.

(c) If the Participant's named Beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a "designated beneficiary" within the meaning of Code Section 401(a)(9)(E).

(d) A non-spouse Beneficiary may not roll over an amount which is a required minimum distribution, as determined under applicable Treasury regulations and other Internal Revenue Service guidance. If the Participant dies before his required beginning date and the non-spouse Beneficiary rolls over to an IRA the maximum amount eligible for rollover, the Beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Section 1.401(a)(9)-3, A-4(c) of the regulations, in determining the required minimum distributions from the IRA that receives the non-spouse Beneficiary's distribution.

ARTICLE IX. LOANS

If the Employer so elects under the Adoption Agreement, loans shall be made available to all Participants on a reasonably equivalent basis, but only to the extent permitted under the Annuity Contract or other Plan investment and the provisions of this Article. No loan shall be made available under this Plan unless it satisfies all of the requirements

of Code Section 72(p) and any other applicable regulatory guidance, including the limitations on the total of a Participant's non-taxable loans from all plans of the Employer for treatment as a tax-free loan. The making of loans under this Plan shall be subject to written guidelines set forth in a separate document (or under the Annuity Contract), which guidelines shall govern the availability, terms and procedures for Participants to obtain loans under this Plan. The availability of loans under this Plan may be suspended, terminated or modified at any time.

ARTICLE X. AMENDMENT OR TERMINATION OF PLAN

10.01 Amendment or Termination. The Employer may at any time amend this Plan or terminate this Plan and distribute the Participants' Accounts in conformity with the Code; provided, however, that such amendment or termination shall not impair the rights of Participants or their Beneficiaries with respect to any compensation deferred before the date of the amendment or termination of this Plan except as may be required to maintain the tax status of the Plan under the Code. In the event that the Plan is terminated, amounts deferred under the Plan (and all Plan assets) shall be distributed to all Plan Participants and Beneficiaries as soon as administratively practicable after the termination of the Plan.

10.02 Amendment and Restatement of Previously Adopted Plan. If this Plan document constitutes an amendment and restatement of the Plan as previously adopted by the Employer, the amendments contained herein shall be effective as of the Effective Date, and the terms of the preceding plan document shall remain in effect through such date.

ARTICLE XI. USERRA

An Employee whose employment is interrupted by qualified military service under Code Section 414(u) or who is on a leave of absence for qualified military service under Code Section 414(u) may defer additional Compensation upon resumption of employment with the Employer equal to the maximum amount of Compensation that could have been deferred during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption of leave, reduced by the amount of Compensation, if any, actually deferred during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

ARTICLE XII. MISTAKEN CONTRIBUTIONS

If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Plan Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Plan Administrator, to the Employer.

ARTICLE XIII. RELATIONSHIP TO OTHER PLANS

This Plan serves in addition to any other retirement, pension or benefit plan or system presently in existence or hereinafter established.

ARTICLE XIV. PARTICIPATING EMPLOYERS

14.01 Adoption of Plan. With the consent of the Employer, the Plan may be adopted by any other governmental entity described in Code Section 457(e)(1)(A), and each such adopting entity shall be known as a Participating Employer. Such adoption of the Plan shall be evidenced by completion of a Participation Agreement signed by both the Employer and the Participating Employer.

14.02 Participating Employer's Plan. Each Participating Employer shall be treated as the sponsor of its own separate governmental Code Section 457(b) eligible deferred compensation plan, subject to the terms and conditions of this Plan document. Accordingly, although the assets of the Plan may be held in a single trust (or annuity contract or custodial account that is treated as a trust), the assets attributable to the Employer and to each Participating Employer shall be accounted for separately. Except as provided below, wherever a right or obligation is imposed upon the Employer by the terms of the Plan, the same shall extend to each Participating Employer under the Plan, and shall be separate and distinct from that imposed upon the Employer.

14.03 Participating Employer's Participation. Except as otherwise provided below, it is the intention of the Employer that each Participating Employer shall be a party to the Plan and shall be treated in all respects as the Employer thereunder, with its employees to be considered as Employees or Participants, as the case may be, under the Plan. However, the participation of a Participating Employer in the Plan shall in no way diminish, augment, modify, or in any way affect the rights and duties of the Employer or its Employees under the Plan.

14.04 Severance from Employment. For purposes of Section 2.22 (Severance from Employment), the term Employer means the governmental entity that the Participant was employed by (or under contract with) at the time of his termination of employment.

14.05 Plan Administrator. For purposes of Article III (Administration), each Participating Employer shall serve as (or appoint another person to serve as) the Plan Administrator of such Participating Employer's plan. Each Participating Employer (or the person designated by such Participating Employer as the Plan Administrator of that Participating Employer's plan) shall have full power to adopt, amend, and revoke such rules and regulations consistent with and as may be necessary to implement, operate and maintain its participation in the Plan and to make discretionary decisions affecting the rights or benefits of its own Participants under the Plan.

14.06 Investments and Administrative Services. Only the Employer shall have the right to enter into contracts or agreements with investment providers or other companies providing administrative services to the Plan. The Employer shall act as the agent of each Participating Employer with respect to such investment contracts and/or services agreements. The Employer's choice of investment and administrative service providers shall be binding on each Participating Employer and, by signing the Participation Agreement, the Participating Employer agrees to be bound by the terms and conditions of any such investment contracts and/or services agreements.

14.07 Amendment or Termination of the Plan. Only the Employer shall have the right to amend or terminate the Plan under Article X. The Employer's amendment or termination of the Plan shall be binding on each Participating Employer and, by signing the Participation Agreement, the Participating Employer agrees to be bound by the terms and conditions of any such amendment or termination of the Plan.

14.08 Revocation of Participation. A Participating Employer may at any time (by written notice to the Employer) revoke its participation in the Plan, in which case the Participating Employer must adopt its own plan document and provide its own trust or other funding arrangement for the assets attributable to its Participants. If a Participating Employer revokes its participation in the Plan, the Employer shall direct the Trustee of the Plan's trust (and/or the issuer of any annuity contract or the custodian of any custodial account holding Plan assets) to transfer the Plan assets attributable to the Participating Employer's Participants to such separate funding arrangement as soon as administratively practicable following the Participating Employer's revocation of its participation in the Plan.

Amendment
to
Service Provider and Custodial Agreements

This Amendment is made to the Service Provider and Custodial Agreements (collectively, the "Agreements") by and between City of Tracy ("Employer") and VALIC Retirement Services Company ("Service Provider") and AIG Federal Savings Bank ("Custodian") for services with respect to the City of Tracy Deferred Compensation Plan, a plan established pursuant to Section 457(b) of the Internal Revenue Code of 1986 ("Code").

WHEREAS, Employer, Service Provider and Custodian entered into the Agreements for nondiscretionary plan administrative and custodial services effective August 1, 2010;

WHEREAS, the Agreement provided for a five-year Initial Term and successive two-year Renewal Terms; and

WHEREAS, Employer, Service Provider and Custodian desire to update the description of Broker-Dealer services, extend the Renewal Term of the Agreements, and change the Administrative Service Fees.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree to amend the Agreements, effective January 1, 2019, unless otherwise stated, as follows:

1. Effective March 5, 2019, the Renewal Term of the Agreements shall be extended through March 5, 2024.

2. Section XI, Administrative Service Fees, of the Service Provider Agreement, is deleted in its entirety and replaced with the following:

> **"XI. Administrative Service Fees.** In exchange for the services provided for under this Agreement, Service Provider shall receive the following compensation, which the Employer has determined to be reasonable in light of the services to be provided:
>
> The gross annual Administrative Service Fee shall be 0.36% (thirty-six one hundredths of one percent) multiplied by the dollar amount of the assets in the Plan and shall be paid in quarterly installments. Each quarterly installment shall be determined with respect to each full or partial calendar quarter by multiplying the corresponding quarterly rate by the dollar amount of assets in the Plan as determined on a date on or before the last day of each calendar quarter, and payable on a date that is not more than ten (10) business days following the end of each calendar quarter. Such amount shall be paid out of Participant Accounts on a pro rata basis, according to the value and allocations of their respective accounts at that time.

Service Provider will deposit the anticipated amount of the fund revenue to be received by VALIC as described on Appendix A, as updated from time to time, into Participant Accounts that are invested in the funds for which the reimbursements are to be received. Service Provider shall determine such revenue on a quarterly basis based on the average daily balance of the assets in each reimbursing fund as of the date the Administrative Service Fee is determined and the reimbursement rate at that time. Such revenue will be deposited into Participant Accounts according to the value and allocations of their respective accounts in the reimbursing fund(s) at the time the Administrative Service Fee is determined. In the event that a fund is no longer available under the Plan, due to fund company closure or Employer direction, Service Provider shall deposit the revenue described above payable for that fund to the fund selected by Employer to replace the unavailable fund."

3. Effective November 15, 2018, Section XIV, Broker-Dealer Services, of the Service Provider Agreement is deleted in its entirety and replaced with the following:

"XIV. Broker-Dealer and Investment Advisory Services. Registered broker-dealer services will be provided through VALIC Financial Advisors, Inc. (VFA) and its authorized representatives or such other broker-dealers as Service Provider designates. VFA is a wholly-owned subsidiary of VALIC and is affiliated with Service Provider, a registered broker/dealer and registered investment advisor. VFA may also offer investment advisory services as described below. Participants may enter into an investment advisory agreement with VFA and/or with such other broker-dealers (or their investment advisor affiliate), and that designated firm may receive an investment advisory fee, such fee to be payable from the Participant Account, subject to any restrictions in the Plan, Code or this Agreement.

VFA Plan-related Services and Offerings: VFA representatives, in their role as financial advisors, facilitate a wide range of services to the Employer and to Plan participants, both for investments identified in Appendix A and, if applicable, for other legacy Plan investments provided by VALIC or an affiliate. Services generally include education about the Plan, support and customer service, and assistance with group or individual meetings, enrollment, distributions (including required minimum distributions), and transfers or rollovers into the Plan. Additionally, if authorized by the Employer (or alternatively, where such authorization is not required), VFA may offer to Plan participants the Guided Portfolio Services® (GPS) advisory service. Compensation paid to a VFA representative for services provided to Plan participants may have one or more of the following components, and VALIC and its affiliates may change the components and/or the allocations over time:

Fixed and Incentive Compensation. Financial advisors may be compensated for in-Plan education and service such as Plan reviews, participant seminars/webinars, new Plan enrollments, and periodic deposit growth. Advisor compensation can be in the form of a fixed payment, a per diem payment, and/or incentive compensation tied to goals such as increasing Plan enrollments.

Compensation for Payroll Deduction and Asset Transfers. In certain instances, compensation may be paid to financial advisors based upon contributions and/or transfer of assets into a Participant Account.

Investment Advisory Compensation. If the GPS service is available in the Plan and a participant enrolls in the service, an investment advisory fee is deducted from the Participant Account. If the participant is enrolled in the managed account option of the GPS service, a portion of that fee is paid to the financial advisor for their service.

VFA Non-Plan Retirement Planning and Related Activity: Outside of the Plan, VFA representatives are qualified to provide broader financial services that are aimed at achieving financial wellness. This includes, among other things, assisting participants in making decisions about managing their retirement plan assets following retirement or upon some other distributable event. VFA services include both brokerage transactions and investment advisory offerings. VFA representatives are compensated separately for these services, including in the form of commissions, distribution fees and advisory fees."

4. A revised Appendix A is hereby attached to this amendment to reflect updated information regarding investment options, including but not limited to changes to the name, investment objective, fees or reimbursements relating to one or more of the investment options.

This Amendment shall remain in full force and effect until termination of the Agreements in accordance with the terms and conditions therein.

SAVE AND EXCEPT as specifically amended herein, the terms and conditions of the Agreements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

EMPLOYER:

_____
Signature

Print Name: _____

Title: _____

Date: _____

SERVICE PROVIDER:

_____
Signature

Print Name: _____

Title: _____

Date: _____

CUSTODIAN:

_____
Signature

Print Name: _____

Title: _____

Date: _____

Appendix A
to
Service Provider and Custodial Agreements
Effective January 1, 2019
Available Investment Options

VALIC receives 12b-1 fees and recordkeeping fees from mutual funds or their affiliates as shown below for administrative and shareholder services. The 12b-1 fees and recordkeeping fees received from the fund families will be deposited into Participant Accounts as described in the Service Provider Agreement.

				Amounts Paid to VALIC from Fund Family	
	Fund Name	**Asset Category**	**Ticker Symbol or CUSIP Number**	**12b-1 Fees (%)**	**Record keeping / Admin Fees (%)**
1	American Century Inflation Adjs Bond Inv	Inflation-Protected Bond	ACITX	0.00	0.25
2	American Century US Government MMkt Inv	Money Market-Taxable	TCRXX	0.00	0.00
3	American Funds AMCAP R4	Large Growth	RAFEX	0.25	0.10
4	American Funds American Balanced R4	Allocation--50% to 70% Equity	RLBEX	0.25	0.10
5	American Funds American Mutual R4	Large Value	RMFEX	0.25	0.10
6	American Funds Capital World Gr&Inc R4	World Large Stock	RWIEX	0.25	0.10
7	American Funds Europacific Growth R4	Foreign Large Growth	REREX	0.25	0.10
8	American Funds Fundamental Invs R4	Large Blend	RFNEX	0.25	0.10
9	Columbia Select Small Cap Value Adv	Small Blend	CSPRX	0.00	0.25
10	Dreyfus Bond Market Index Inv	Intermediate-Term Bond	DBMIX	0.25	0.10
11	Dreyfus International Stock Index Inv	Foreign Large Blend	DIISX	0.25	0.15
12	Dreyfus Mid Cap Index Inv	Mid-Cap Blend	PESPX	0.25	0.15
13	Dreyfus S&P 500 Index	Large Blend	PEOPX	0.25	0.15
14	Dreyfus Small Cap Stock Index Inv	Small Blend	DISSX	0.25	0.15
15	Invesco High Yield R5	High Yield Bond	AHIYX	0.25	0.10
16	JPMorgan Small Cap Growth L	Small Growth	JISGX	0.00	0.10
17	Morgan Stanley Inst Mid Cap Growth A	Mid-Cap Growth	MACGX	0.25	0.15
18	Neuberger Berman Real Estate Tr	Real Estate	NBRFX	0.10	0.25
19	PIMCO Total Return Admin	Intermediate-Term Bond	PTRAX	0.25	0.00
20	T. Rowe Price Retirement 2010 Advisor	Target-Date 2000-2010	PARAX	0.25	0.15
21	T. Rowe Price Retirement 2020 Advisor	Target-Date 2020	PARBX	0.25	0.15
22	T. Rowe Price Retirement 2030 Advisor	Target-Date 2030	PARCX	0.25	0.15
23	T. Rowe Price Retirement 2040 Advisor	Target-Date 2040	PARDX	0.25	0.15
24	T. Rowe Price Retirement 2050 Advisor	Target-Date 2050	PARFX	0.25	0.15
25	T. Rowe Price Retirement Balanced Adv	Allocation--30% to 50% Equity	PARIX	0.25	0.15
26	Virtus Ceredex Mid-Cap Value Equity I	Mid-Cap Value	SMVTX	0.00	0.40
27	VALIC Fixed-Interest Option[1]				

[1] A VALIC group fixed unallocated annuity (policy form GFUA-398). Transfers from this annuity contract shall be subject to a contractually imposed 90-day "equity wash" limitation, meaning that transfers out of this Fixed-Interest Option may not occur to a "competing option," as defined in the annuity contract, for 90 days after such transfer from the Fixed-Interest Option. This fund will be the default investment option for the Plan.

The default investment option(s) will be used:

a. for any contributions received on behalf of a participant who does not have investment elections on file with Service Provider; or
b. in the event a fund selected by the Employer has closed due to fund-company action and the Employer or its authorized Plan representative has not selected a new fund, for any contributions received on behalf of a participant who is participating in such fund; and, where required for the current account balances in the unavailable fund, Employer hereby directs Service Provider and Custodian to transfer such amounts to this investment option.

In the event a fund selected by the Employer has been merged with another fund due to fund-company action and the Employer or its authorized Plan representative has not selected a new fund, for any contributions received on behalf of a participant who is participating in such fund, and, where required for the current account balances in the merged fund, Employer hereby directs Service Provider and Custodian to transfer such amounts to the surviving fund of the fund merger.

VALIC represents The Variable Annuity Life Insurance Company and its subsidiaries VALIC Financial Advisors, Inc. and VALIC Retirement Services Company.

SERVICE PROVIDER AGREEMENT

This is an agreement ("Agreement") between VALIC Retirement Services Company ("Service Provider") and City of Tracy ("Employer") for plan administrative services for City of Tracy 401a Plan ("Plan"), effective June 17, 2019, for a period of five (5) years from such date ("Initial Term") and renewing for successive two (2) year periods thereafter ("Renewal Terms") unless and until terminated according to the terms of this Agreement.

WHEREAS, Employer wishes to obtain nondiscretionary plan administrative services with respect to a retirement plan established for the benefit of employees of the Employer;

WHEREAS, Service Provider is offering to provide such nondiscretionary plan administrative services; and,

WHEREAS, Employer acknowledges and agrees that Employer or a third party designated as Plan Administrator shall be responsible for all discretionary decisions with respect to such plan;

THEREFORE, in consideration of the mutual promises herein contained, Employer and Service Provider agree as follows:

I. Plan. Employer designates Service Provider as one of two plan administrative service providers, to provide plan administrative services described in this Agreement for the plan described below:

City of Tracy 401a Plan, a plan established pursuant to Section 401(a) of the Internal Revenue Code of 1986, as amended ("Code"), consisting of: employer basic contributions.

This plan shall be referred to as the "Plan."

The provisions of this Agreement shall be subject to the terms of the Plan, any related custodial agreement entered into with AIG Federal Savings Bank ("Custodian"), and any annuity contract entered into with The Variable Annuity Life Insurance Company ("VALIC"), except that the terms of such Plan, custodial agreement or annuity contract shall not adversely affect the rights or duties of Service Provider under this Agreement without Service Provider's prior written consent. Service Provider shall be permitted to review the terms of the Plan, and any current or future amendments thereto. Service Provider shall not be responsible for determining whether the plan document or any amendment thereof satisfies the qualification requirements of the Code. Employer shall retain sole responsibility for taking all necessary steps to ensure that administrative services provided for under this Agreement are consistent with the terms of the Plan.

II. Plan Investment Options. The plan investment options which are subject to the terms of this Service Provider Agreement ("Plan Investment Options") shall be those listed in Appendix A. Such Plan Investment Options may be limited where required under the Plan or the Code. Appendix A, which may also describe requirements or limitations applicable to one or more of the listed investments, may be revised annually following any anniversary of this Agreement by the Employer, subject to prior written consent from the Service Provider upon not less than sixty (60) days' prior written notice from Employer. A change to Appendix A, including but not limited to a change in the reimbursements from the fund families listed on Appendix A, may result in an

adjustment by Service Provider to the Administrative Service Fee described in Section XI. Where any Plan Investment Option contains restrictions on amounts that may be transferred out of or into such Plan Investment Option, Service Provider is hereby directed to enforce such restrictions in its performance of administrative services for the Plan. In the event that Service Provider cannot confirm that such restrictions will be complied with under a transferee investment option, Service Provider is hereby directed to deny the transfer request on behalf of the Employer. In the event of frequent trading in a Participant Account, Service Provider and/or the investment managers of the underlying fund options may impose reasonable timing restrictions on the frequency of transfers between Plan Investment Options. To avoid market timing and frequent trading or other disruptive trading activities, Service Provider may impose limitations on the number, frequency or dollar amount of transfers a participant can make. Service Provider may restrict the method and manner of providing or communicating transfers or reallocation instructions if it is determined that a participant's trading activity is potentially harmful to other investors.

III. Maintenance of Plan Records. Service Provider shall maintain participant-level and aggregate Plan records as follows:

A. A separate account shall be established for each participant ("Participant Account"), in which Participant Account shall be recorded pertinent participant information, including, but not limited to, the participant's name, Social Security number, address, date of birth and selection of Plan Investment Options. Separate records may be maintained under the Plan for the same participant, where appropriate for the recording of separate contribution types. A Participant Account shall reflect contributions, distributions, allocated forfeitures (if any), gains, losses, and other debits or credits attributable to the investments within the Participant Account, and shall reflect reductions for any forfeitures upon separation from service prior to full vesting, and/or administrative service fees described in Section XI of this Agreement that are not paid directly by the Employer.

B. Contributions and distributions shall be processed following receipt in good order of all funds and documentation necessary to effect the requested transaction, subject to market limitations or valuation limitations outside of Service Provider's immediate control. Service Provider shall provide reconciliations between Plan and Participant Account records on a regular basis, not less frequently than quarterly.

C. Service Provider shall perform and make available the results of daily valuations of Participant Accounts, as of 4PM Eastern Time of any day on which the appropriate trading market or exchanges are open, subject to intra-day closings, trading suspensions, or other similar or unforeseeable circumstances outside of the control of the Service Provider. Plan Investment Options that are guaranteed as to principal or interest shall be valued according to the terms of such investment options. Plan Investment Options that are not guaranteed as to principal, or principal and interest, shall be valued according to the laws and rules applicable to such investment options. Notwithstanding any provision of this Agreement to the contrary, access to Participant Accounts for transactions or other account maintenance may be subject to interruption, or a "blackout," for a pre-defined period commencing with the transfer of records to the Service Provider at the beginning of the Initial Term of this Agreement.

IV. Supported Technologies. Participant enrollment shall be effected through any of the following means, as agreed from time to time by Employer and Service Provider: interactive Internet or paper enrollment form, telephone enrollment, or financial advisor software. Participant transactions other than enrollment shall be effected through a combination of the following means, as agreed from time to time by Employer and Service Provider: paper transaction request forms, telephone response, interactive Internet, and financial advisor software. Voice response shall be available approximately 24 hours per day (subject to periodic maintenance). Customer service representatives will be available Monday through Friday from 7:00AM to 8:00PM Central Time Availability of voice response and interactive Internet shall be subject to periodic maintenance.

V. Application of Contribution Limitations. Annual contribution limit testing applying the limits of Code Section 415(c) will be provided for all participants within three (3) months after the close of the year for which the calculations are to be performed or within twelve (12) weeks after receipt of necessary data from Employer, whichever is later. Identified excess contributions shall be distributed to the extent permitted by the Code; Treasury regulations or other regulatory guidance, including any Internal Revenue Service ("IRS") self-correction programs; the Plan; the annuity contract; custodial account; or as otherwise provided in this Agreement or agreed by the Employer, Service Provider and Custodian.

VI. Distributions to Plan Participants. Distributions to participants shall be authorized by the Employer or subject to nondiscretionary determinations by the Service Provider pursuant to written guidelines established by Employer. Employer will review and have final decision-making authority with respect to all appeals from Service Provider determinations. Distributions may be in any form permitted by the Service Provider, the Plan and the Code.

VII. Technical Services. Service Provider shall make reasonable efforts to inform Employer of legislative and/or regulatory changes that may affect the Plan.

VIII. Additional Plan Services. Service Provider will render all of the following additional plan administrative services:

Provide quarterly Plan statements to participants;
Prepare annual reports for Employer on the financial status of the Plan;
Provide investment education seminars and materials, subject to the limitations of Section XIV of this Agreement;
Assist in the administration requirements under the Retirement Equity Act of 1984;
Provide technical assistance to Employer with respect to Qualified Domestic Relations Orders;
Monitor, calculate, and process minimum required distributions in accordance with the terms of the Plan and the Code;
Monitor compliance with the Code Section 415(c) limit as described in Section V and process corrective distributions as directed by Employer and as permitted by law;

IX. Employer Duties. Employer shall have all other duties under the Plan, including, but not limited to, the following: Employer shall remit to Custodian such contributions as are required or permitted under the Plan, by wire transfer or other format acceptable to Custodian and Employer, in a timely manner complying with any laws applicable to such contributions, and shall timely provide to Service Provider all necessary data that is required by Service Provider to perform its obligations under this Agreement, in electronic format except as otherwise agreed between Employer and Service Provider. Contributions and supporting data shall be provided in an electronic media

format acceptable to Service Provider. Employer shall notify Service Provider within 31 days following the close of a Plan year if it intends to make additional contributions with respect to such Plan year. Employer shall retain responsibility for establishing and maintaining the tax-qualified status of the Plan, including the execution of any necessary documents and/or amendments; filing the necessary annual plan returns; and distributing plan summaries, summary annual reports, and plan statements to participants. Employer shall complete all necessary forms to establish an annuity contract or to open an account with a life insurance company or a registered broker-dealer, if required by the Plan Investment Options selected by the Employer.

X. Participant Loans. If the Plan allows loans, Service Provider shall provide administrative services for loans from the Plan. Loans from the Plan shall not exceed the maximum dollar or percentage limits and shall comply at origination with the reasonable interest rate and repayment requirements, as such limits and requirements are prescribed by the Code. Loan interest rates established at loan origination shall remain fixed during the period of the loan, except to the extent required under any annuity contract under which such loans may be issued or under the terms of any loan accepted by the Plan in a transfer from another similar plan or contract. In the case of loans to participants who are actively employed with the Employer, the Employer shall undertake and cooperate with the Service Provider to have all such loan payments made by payroll deduction. As part of Service Provider's reasonable compensation for services under this Agreement, Service Provider shall be entitled to receive a nonrefundable loan fee of $50 and an annual loan charge of $30 per loan. The interest and principal components of a participant's loan payment shall be credited to his or her Participant Account under the Plan.

XI. Administrative Service Fees. In exchange for the services provided for under this Agreement, Service Provider shall receive the following compensation, which the Employer has determined to be reasonable in light of the services to be provided:

> The gross annual Administrative Service Fee shall be 0.36% (thirty-six one-hundredths of one percent) multiplied by the dollar amount of the assets in the Plan and shall be paid in quarterly installments. Each quarterly installment shall be determined with respect to each full or partial calendar quarter by multiplying the corresponding quarterly rate by the dollar amount of assets in the Plan as determined on a date on or before the last day of each calendar quarter, and payable on a date that is not more than ten (10) business days following the end of each calendar quarter. Such amount shall be paid out of Participant Accounts on a pro rata basis, according to the value and allocations of their respective accounts at that time.
>
> Service Provider will deposit the anticipated amount of the fund revenue to be received by VALIC as described on Appendix A, as updated from time to time into Participant Accounts that are invested in the funds for which the reimbursements are to be received. Service Provider shall determine such revenue on a quarterly basis based on the average daily balance of the assets in each reimbursing fund as of the date the Administrative Service Fee is determined and the reimbursement rate at that time. Such revenue will be deposited into Participant Accounts according to the value and allocations of their respective accounts in the reimbursing fund(s) at the time the Administrative Service Fee is determined. In the event that a fund is no longer available under the Plan, due to fund company closure or Employer direction, Service Provider shall deposit the revenue described above payable for that fund to the fund selected by Employer to replace the unavailable fund.

XII. Amendment and Termination. This Agreement may be amended from time to time with the written consent of Employer and Service Provider. Service Provider may unilaterally amend this agreement if it is deemed advisable to do so in order to conform the Agreement to applicable laws and regulations. This Agreement may be terminated by either party at the conclusion of the Initial Term or at the conclusion of a Renewal Term, upon not less than ninety (90) days' written notice to the other party prior to the conclusion of such Initial Term or Renewal Term; upon a material default that has not been cured by the defaulting party within ninety (90) days after written notice of such default; or upon termination of the Plan. Participant Accounts and Plan records shall be released by Custodian or Service Provider upon termination of this Agreement in accordance with the provisions of this section at a time and in a manner as mutually agreed by Employer, Service Provider and Custodian. Termination of the Plan shall only constitute termination of this Agreement upon distribution of all of the accounts under the Plan, and only if such Plan is not replaced with the same type or a similar type of plan prior to the end of the term of this Agreement. Termination of the Plan shall not alter the application of Administrative Service Fees under Section XI.

XIII. Trust or Custodial Services. If a trustee or custodian other than AIG Federal Savings Bank, or an issuer of annuity contracts other than The Variable Annuity Life Insurance Company, is providing trust or custodial services or annuity contracts to the Plan, Employer shall by written agreement with such other trustee, custodian, or issuer require that such trustee, custodian, or issuer shall cooperate with Service Provider and provide any and all data, instructions, and other support required of such trustee, custodian or issuer for the performance of Service Provider's obligations under this Agreement. Nonperformance by Service Provider resulting from a failure by such other trustee, custodian or issuer to provide such data, instructions, or other support shall not constitute default by Service Provider under this Agreement.

XIV. Broker-Dealer and Investment Advisory Services. Registered broker-dealer services will be provided through VALIC Financial Advisors, Inc. (VFA) and its authorized representatives or such other broker-dealers as Service Provider designates. VFA is a wholly-owned subsidiary of VALIC and is affiliated with Service Provider, a registered broker/dealer and registered investment advisor. VFA may also offer investment advisory services as described below. Participants may enter into an investment advisory agreement with VFA and/or with such other broker-dealers (or their investment advisor affiliate), and that designated firm may receive an investment advisory fee, such fee to be payable from the Participant Account, subject to any restrictions in the Plan, Code or this Agreement.

VFA Plan-related Services and Offerings: VFA representatives, in their role as financial advisors, facilitate a wide range of services to the Employer and to Plan participants, both for investments identified in Appendix A and, if applicable, for other legacy Plan investments provided by VALIC or an affiliate. Services generally include education about the Plan, support and customer service, and assistance with group or individual meetings, enrollment, distributions (including required minimum distributions), and transfers or rollovers into the Plan. Additionally, if authorized by the Employer (or alternatively, where such authorization is not required), VFA may offer to Plan participants the Guided Portfolio Services® (GPS) advisory service. Compensation paid to a VFA representative for services provided to Plan participants may have one or more of the following components, and VALIC and its affiliates may change the components and/or the allocations over time:

Fixed and Incentive Compensation. Financial advisors may be compensated for in-Plan education and service such as Plan reviews, participant seminars/webinars, new Plan enrollments, and periodic deposit growth. Advisor compensation can be in the form of a fixed payment, a per diem payment, and/or incentive compensation tied to goals such as increasing Plan enrollments.
Compensation for Payroll Deduction and Asset Transfers. In certain instances, compensation may be paid to financial advisors based upon contributions and/or transfer of assets into a Participant Account.

Investment Advisory Compensation. If the GPS service is available in the Plan and a participant enrolls in the service, an investment advisory fee is deducted from the Participant Account. If the participant is enrolled in the managed account option of the GPS service, a portion of that fee is paid to the financial advisor for their service.

VFA Non-Plan Retirement Planning and Related Activity: Outside of the Plan, VFA representatives are qualified to provide broader financial services that are aimed at achieving financial wellness. This includes, among other things, assisting participants in making decisions about managing their retirement plan assets following retirement or upon some other distributable event. VFA services include both brokerage transactions and investment advisory offerings. VFA representatives are compensated separately for these services, including in the form of commissions, distribution fees and advisory fees.

XV. Investment Direction. To the extent permitted under the Plan, as determined by the Employer, Service Provider is directed to accept and follow investment directions received from individual participants or beneficiaries, subject to any other limitations described in this Agreement. Service Provider and VALIC Financial Advisors, Inc. shall be entitled to rely upon instructions received from the Employer, the Plan Administrator, another authorized Plan representative, or a participant, subject to the limitations of the preceding sentence, and shall have no obligation to investigate either the prudence of such instructions or the absence of any instructions.

XVI. Assignment and Delegation. Service Provider may assign or delegate certain of the administrative or recordkeeping services described in this Agreement to be provided by third parties on behalf of Service Provider.

XVII. Governing Law; Counterparts. This Agreement shall be interpreted under the laws of the State of California. This Agreement may be executed in any number of counterparts, each of which shall be considered an original of this Agreement.

XVIII. Acts or Omissions of Other Parties. Neither Service Provider nor its affiliates, successors and assigns shall have any liability, duty or other obligation with respect to actions or omissions (including incomplete or incorrect data provided to Service Provider) of the Employer, the Plan Administrator, or other authorized Plan representative, or of any concurrent or predecessor trustee, custodian, or other investment or service provider. Service Provider is entitled to rely on instructions provided by the Employer, the Plan Administrator, or another authorized Plan Representative and investment instructions provided by participants and beneficiaries and shall have no duty to inquire with respect to such instructions.

XIV. Notice. Notice to either party shall be provided in writing as follows:

To Employer:
Attn: Midori Lichtwardt
Interim City Manager
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

To Service Provider:
Attn: Vice President
Relationship Management
VALIC Retirement Services Company
2929 Allen Parkway, L6-20
Houston, TX 77019-2155

XXI. Release of Information. Where necessary to the proper administration of the Employer's Plan, Service Provider may release certain information to the Employer or a governmental agency examining the Employer's Plan.

XXII. Entire Agreement. Executed by the authorized representatives of the parties, this Agreement together with the referenced exhibits and attachments constitutes the entire intent of the parties hereto, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter of this Agreement.

EMPLOYER:

_____
Signature

Print Name: _____

Title: _____

Date: _____

SERVICE PROVIDER:

_____
Signature

Print Name: _____

Title: _____

Date: _____

Appendix A
to
Service Provider Agreement
Effective June 17, 2019

Available Investment Options

VALIC receives 12b-1 fees and recordkeeping fees from mutual funds or their affiliates as shown below for administrative and shareholder services. The 12b-1 fees and recordkeeping fees received from the fund families will be deposited into Participant Accounts as described in this Agreement.

				Amounts Paid to VALIC from Fund Family	
	Fund Name	**Asset Category**	**Ticker Symbol or CUSIP Number**	**12b-1 Fees (%)**	**Record keeping / Admin Fees (%)**
1	American Century Inflation Adjs Bond Inv	Inflation-Protected Bond	ACITX	0.00	0.25
2	American Century US Government MMkt Inv	Money Market-Taxable	TCRXX	0.00	0.00
3	American Funds AMCAP R4	Large Growth	RAFEX	0.25	0.10
4	American Funds American Balanced R4	Allocation--50% to 70% Equity	RLBEX	0.25	0.10
5	American Funds American Mutual R4	Large Value	RMFEX	0.25	0.10
6	American Funds Capital World Gr&Inc R4	World Large Stock	RWIEX	0.25	0.10
7	American Funds Europacific Growth R4	Foreign Large Growth	REREX	0.25	0.10
8	American Funds Fundamental Invs R4	Large Blend	RFNEX	0.25	0.10
9	Columbia Select Small Cap Value Adv	Small Blend	CSPRX	0.00	0.25
10	Dreyfus Bond Market Index Inv	Intermediate-Term Bond	DBMIX	0.25	0.10
11	Dreyfus International Stock Index Inv	Foreign Large Blend	DIISX	0.25	0.15
12	Dreyfus Mid Cap Index Inv	Mid-Cap Blend	PESPX	0.25	0.15
13	Dreyfus S&P 500 Index	Large Blend	PEOPX	0.25	0.15
14	Dreyfus Small Cap Stock Index Inv	Small Blend	DISSX	0.25	0.15
15	Invesco High Yield R5	High Yield Bond	AHIYX	0.00	0.35
16	JPMorgan Small Cap Growth L	Small Growth	JISGX	0.00	0.10
17	Morgan Stanley Inst Mid Cap Growth A	Mid-Cap Growth	MACGX	0.25	0.15
18	Neuberger Berman Real Estate Tr	Real Estate	NBRFX	0.10	0.25
19	PIMCO Total Return Admin	Intermediate-Term Bond	PTRAX	0.25	0.00
20	T. Rowe Price Retirement 2010 Advisor	Target-Date 2000-2010	PARAX	0.25	0.15
21	T. Rowe Price Retirement 2020 Advisor	Target-Date 2020	PARBX	0.25	0.15
22	T. Rowe Price Retirement 2030 Advisor	Target-Date 2030	PARCX	0.25	0.15
23	T. Rowe Price Retirement 2040 Advisor	Target-Date 2040	PARDX	0.25	0.15
24	T. Rowe Price Retirement 2050 Advisor	Target-Date 2050	PARFX	0.25	0.15
25	T. Rowe Price Retirement Balanced Adv	Allocation--30% to 50% Equity	PARIX	0.25	0.15
26	Virtus Ceredex Mid-Cap Value Equity I	Mid-Cap Value	SMVTX	0.00	0.40
27	VALIC Fixed-Interest Option[1]				

[1] A VALIC group fixed unallocated annuity (policy form GFUA-398). Transfers from this annuity contract shall be subject to a contractually imposed 90-day "equity wash" limitation, meaning that transfers out of this Fixed-Interest Option may not occur to a "competing option," as defined in the annuity contract, for 90 days after such transfer from the Fixed-Interest Option. This fund will be the default investment option for the Plan.

The default investment option(s) will be used:

a. for any contributions received on behalf of a participant who does not have investment elections on file with Service Provider; or
b. in the event a fund selected by the Employer has closed due to fund-company action and the Employer or its authorized Plan representative has not selected a new fund, for any contributions received on behalf of a participant who is participating in such fund; and, where required for the current account balances in the unavailable fund, Employer hereby directs Service Provider and Custodian to transfer such amounts to this investment option.

In the event a fund selected by the Employer has been merged with another fund due to fund-company action and the Employer or its authorized Plan representative has not selected a new fund, for any contributions received on behalf of a participant who is participating in such fund, and, where required for the current account balances in the merged fund, Employer hereby directs Service Provider and Custodian to transfer such amounts to the surviving fund of the fund merger.

VALIC represents The Variable Annuity Life Insurance Company and its subsidiaries VALIC Financial Advisors, Inc. and VALIC Retirement Services Company.

CUSTODIAL AGREEMENT

I. Establishment of Custodial Account. A custodial account ("Custodial Account") is hereby established by City of Tracy ("Employer") to hold, administer, and distribute amounts pursuant to the terms of the City of Tracy 401a Plan, established pursuant to Section 401(a) of the Internal Revenue Code of 1986, as presently or subsequently amended ("Code"), which provides for the following type(s) of contributions: employer basic contributions, hereinafter referred to as the "Plan." The interests of each participant under the Plan shall be accounted for in a separate Participant Account, as described in Section VI of this Custodial Agreement.

II. Designation of Custodian. By signature below of its duly authorized officer, Employer designates that AIG Federal Savings Bank, a federally-chartered savings bank, shall be the non-discretionary directed custodian ("Custodian") of the Custodial Account, beginning on June 17, 2019 ("Effective Date"); and hereby authorizes Custodian to open and maintain the Custodial Account; and the Custodian accepts such designation.

Except as otherwise provided in this Custodial Agreement, the Custodian shall be directed by the Employer, a plan administrator other than the Employer as designated in the Plan ("Plan Administrator"), or another authorized Plan representative. The Custodian shall hold Custodial Account property in the name of the Plan. The duties of the Custodian shall apply solely with respect to the property allocated to the Custodial Account hereunder, and Custodian shall bear neither responsibility nor liability for other amounts held under the Plan with another trustee, custodian, or other investment or service provider. The Employer hereby agrees that the Custodian shall not serve as, and shall not be deemed to be, a co-custodian or co-trustee and, except as otherwise imposed by applicable law, shall have no co-fiduciary liability for any other person, custodian or trustee. The Custodian shall have no responsibility for any property until it is received and accepted by the Custodian.

III. Protection of Participants.

A. Custodial Account property shall be held for the sole and exclusive benefit of participants and their beneficiaries.

B. No amounts allocable under the Plan shall be returned to the Employer, except as otherwise provided in this Custodial Agreement, until all obligations to participants have been satisfied, and unless consistent with the requirements of the Plan, and the Code.

C. A Participant Account may not be assigned or pledged by a participant unless permitted under the Plan, the Code, and this Custodial Agreement.

IV. Protection of Custodian. The Custodian shall not be obligated to give any bond or other security for the performance of the Custodian's duties hereunder. The Custodian shall not be liable for any mistake of judgment or other action taken in good faith upon the opinion of counsel or of the Custodian's accountant or auditors, or upon the actions of, or the reports made to the Custodian by, any of Employer's officers, employees, or agents, or the actions of or reports by any regulated investment company or other service provider under the Plan, including any other current or prior custodian or trustee, provided that Custodian acted in good faith in such action or omission and in such reliance.

The provisions of this Custodial Agreement shall be subject to the terms of the Plan, any related service provider agreement ("Service Provider Agreement") entered into with VALIC Retirement Services Company ("Service Provider"), and any annuity contract entered into with The Variable Annuity Life Insurance Company ("VALIC"), except that the terms of such Plan, Service Provider Agreement or annuity contract shall not adversely affect the rights or duties of the Custodian under this Custodial Agreement without the Custodian's prior written consent. Custodian shall be permitted to review the terms of the Plan, and any current or future amendments thereto. Such review shall not constitute an opinion as to the qualification of the Plan or as to any terms thereof and the Custodian shall have no responsibility for determining whether the Plan or any amendment thereof satisfies the qualification requirements of the Code. No amendment or other revision of the Plan or the Plan's administrative rules shall be binding upon the Custodian unless advance written notice of such amendment or other revision is provided to the Custodian. Employer shall retain sole responsibility for taking all necessary steps to ensure that administrative services provided for under this Custodial Agreement are not inconsistent with the terms of the Plan.

V. Forms and Procedures. All requests for transactions within Participant Accounts, including any account maintenance requests, and transfers or distributions into or out of such Participant Accounts, must be performed in or on a form or method approved by the Custodian.

VI. Maintenance of Individual Subaccounts for Participants ("Participant Accounts"). The interests of each participant under the Plan shall be accounted for in a separate Participant Account. Records of individual Participant Accounts shall be maintained by Service Provider pursuant to the Service Provider Agreement between the Employer and Service Provider. To the extent permitted by law, the Custodian shall be relieved of any performance obligations under this Custodial Agreement that are also the obligations of the Service Provider under the Service Provider Agreement or any other service provider under the Plan.

VII. Correction of Errors. The Custodian is hereby authorized and directed to make such corrections of contributions to the Plan made under a mistake of fact or such other contributions made in error or other errors as may be corrected under the terms of the Plan, and the Code, including corrections under any available Internal Revenue Service ("IRS") self-correction program, as identified by Employer, Service Provider or another authorized Plan representative. Contributions made to a Participant Account that are identified by the Service Provider, Custodian, the Employer or another authorized Plan representative to have resulted from a mistake of fact shall be returned to the participant or the Employer or reallocated to the proper Participant Account, along with earnings thereon, in accordance with the terms of the Plan, and the Code. A mistake of fact may include, but is not limited to (1) a reasonable error in determining the participant's includible compensation, and (2) a reasonable error in determining the amount to be withheld from a participant's wages or the participant to whom a contribution was to be allocated. A mistake of law shall not be considered a mistake of fact.

If an amount credited to a Participant Account by the Custodian under a mistake of fact or other reasonable mistake is transferred to a successor contract issuer, custodian, or trustee, the Custodian is hereby authorized to request the return of such excess amount from the successor contract issuer, custodian, or trustee.

VIII. Administration of Loans to Participants. Subject to applicable provisions of the Plan, and the Code, loans from the Custodial Account may be requested by a participant, provided that such loans are established in or on a form or method acceptable to the Custodian and the Service Provider, and provided that such loans are administered pursuant to a loan program established under the Plan and authorized by the Employer and which conforms to the administrative requirements of the Custodian and the Service Provider. Loan repayments shall be deposited into the Custodial Account in accordance with the participant's current investment allocation.

IX. Identification of Available Investments. The investments available under Participant Accounts ("Plan Investment Options") are listed in Appendix A to this Custodial Agreement. This list of available investments, which may also describe requirements or limitations applicable to one or more of the investments, was selected by the Employer or the Plan Administrator, and is hereby accepted by the Custodian. Appendix A may be revised annually following any anniversary of this Custodial Agreement provided that sixty (60) days' advance written notice is provided by the Employer, the Plan Administrator, or another authorized Plan representative to the Custodian of the intent to revise the Appendix, and subject to the Custodian's agreement to administer any additional investment(s) in advance of the addition of such additional investment(s) to Appendix A. The Custodian shall have no duty or responsibility for monitoring, selecting or providing advice with respect to the Plan Investment Options. Investment directions may be communicated to the Custodian by the Employer or another authorized Plan representative, such as the Service Provider, or by participants where permitted by the Plan. In the absence of contrary instructions from the Employer, the Plan Administrator, or another authorized Plan representative, the Custodian shall direct one or more third parties in the execution of investment instructions received from participants. The Custodian shall be entitled to rely upon instructions received from the Employer, the Plan Administrator, another authorized Plan representative, or a participant, subject to the limitation described in the preceding sentence, and shall have no obligation to investigate either the prudence of such instructions or the absence of any instructions.

The Employer hereby directs the Custodian to hold in cash or cash equivalents such amounts as may be necessary for the proper administration of assets and to retain for Custodian's sole benefit any income that it may receive while such amounts are so held as a portion of the reasonable compensation to be paid to the Custodian for its services to the Plan. Custodian may, in addition to or in lieu of charging Employer for the costs incurred by Custodian in providing these Custodial services, invest funds received from Employer through a custodial account in investment vehicles that emphasize safety and liquidity. These investment vehicles will comprise obligations of the United States or its agencies and instrumentalities or other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by, the full faith and credit of the United States. All investment vehicles utilized must be liquid on a daily basis. Custodian may retain any income earned from such investments and, if applicable, any fees charged by Custodian as reasonable compensation for services rendered.

X. Limitations on Contributions. Contributions to a Participant Account shall not exceed the applicable limits provided in the Code and in the Plan. Any contributions in excess of applicable limits under the Code or the Plan may be distributed to the Employer or to the participant to the extent permitted under the Code; Treasury Regulations or other regulatory guidance, including any IRS self-correction programs; the Plan; the Custodial Account; the annuity contract or as otherwise provided in this Agreement or agreed by the Employer, Custodian and Service Provider.

XI. Distributions to Participants and Beneficiaries. Distributions to participants and beneficiaries may be made only as permitted under the Plan and the Code, subject to any limitations in Employer's agreement with Service Provider. Distributions to participants from Participant Accounts must also comply with applicable distribution requirements under Code Section 401(a)(9), which generally requires that distributions commence not later than the April 1 of the year following the year the Participant either attains age 70½ or retires, whichever is later. It shall be the responsibility of the Employer, the Plan Administrator, or an authorized designee to make determinations of eligibility for such distributions, comply with applicable distribution requirements, and direct the Custodian accordingly. The Custodian shall have no duty to inquire or investigate as to the validity of any such directions.

XII. Term of Agreement. This Custodial Agreement shall be coterminous with the Service Provider Agreement and shall be subject to the same renewal and termination rights, requirements and limitations described in the Service Provider Agreement. Termination of the Custodial Agreement by Custodian shall also constitute termination by Service Provider of the Service Provider Agreement. Employer shall notify Custodian in writing of its intent to terminate the services of Service Provider not less than ninety (90) days in advance of such termination. In such written notice the Employer shall identify the successor to the Service Provider and to the Custodian, and Custodian shall resign effective as of the date of termination of the Service Provider, without regard to any other provision of this Custodial Agreement. If no successor Custodian is designated, Employer shall be the successor to the Custodian and shall amend its Plan to so provide, and shall take all necessary steps to so qualify.

XIII. Taxes and Tax Reporting. Distributions shall be reported to participants and/or beneficiaries and the IRS by the Custodian. The Custodian may pay out of the Custodial Account any taxes properly levied upon the Custodial Account by any governmental taxing authority.

XIV. Reports to Employer. Custodian shall provide periodic reports of aggregate Custodial Account activity to Employer not less frequently than quarterly.

XV. Employer's Duties. As a condition of Custodian's performance hereunder, Employer shall remit to Custodian, or to a party designated by Custodian, in a timely manner and in a medium and format that have been agreed to between the Employer and the Custodian, all information and contributions that are reasonably necessary for the Custodian to perform its duties hereunder, and further agrees to hold harmless and indemnify the Custodian for any failure by the Employer or the Plan Administrator to provide such information and/or contributions. Custodian shall have no duty to allocate amounts to a Participant Account prior to the collection of such amounts by the Custodian from the bank or other depository institution maintaining the account of the Employer upon which any negotiable instrument for such contribution is or was drawn. If Custodian makes investments for and/or allocates one or more contributions to Participant Accounts in reliance upon one or more negotiable instruments issued by the Employer, and if any such negotiable instrument is dishonored or otherwise fails to be paid, the Custodian shall be authorized to liquidate such investments and reverse such allocations to reflect the proper value of the Participant Accounts. Employer agrees to indemnify the Custodian for any losses incurred by Custodian from such dishonor or other failure of payment.

XVI. Broker-Dealer Services. Enrollment services, investment education, purchases and sales of variable Plan investments, and other registered broker-dealer services will be provided as described in Employer's agreement with Service Provider and not by Custodian.

XVII. Participant Direction of Investment. To the extent permitted under the Plan, as determined by the Employer, Custodian is directed to accept and follow investment directions received from individual participants or beneficiaries, subject to any other limitations described in this Custodial Agreement.

XVIII. Assignment and Delegation. Custodian may assign or delegate certain of the administrative or recordkeeping services described in this Custodial Agreement to be provided by third parties on behalf of the Custodian.

XIX. Governing Law; Counterparts. Except where Federal laws would otherwise control, this Custodial Agreement shall be governed by the laws of the State of Delaware. This Custodial Agreement may be executed in any number of counterparts, each of which shall be considered an original of this Custodial Agreement.

XX. Acts or Omissions of Other Parties. Neither Custodian nor its affiliates, successors and assigns shall have any liability, duty or other obligation with respect to actions or omissions (including incomplete or incorrect data provided to Custodian) of the Employer, the Plan Administrator, or other authorized Plan representative, or of any concurrent or predecessor trustee, custodian, or other investment or service provider. Custodian is entitled to rely on instructions provided by the Employer, the Plan Administrator, or another authorized Plan Representative and investment instructions provided by participants and beneficiaries and shall have no duty to inquire with respect to such instructions.

XXI. Notice. Notice to either party shall be provided in writing as follows:

To Employer:
Attn: Midori Lichtwardt
Interim City Manager
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

To Custodian:
Attn: Robert Rossiter
President & CEO
AIG Federal Savings Bank
503 Carr Road, Ste. 130
Wilmington, DE 19809-2800

XXII. Release of Information. Where necessary to the proper administration of Employer's Plan, the Custodian may release information to the Employer or a governmental agency examining the Employer's Plan.

XXIII. Representations and Warranties. Employer and Custodian each represent and warrant to the other as follows:

a. Each is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and, in the case of AIG Federal Savings Bank, the laws of the United States;

b. Each is not a party to or subject to any charter, by-law, agreement, law, rule, regulation, judgment or decree of any kind that would prevent performance of the terms and conditions of this Custodial Agreement;

c. Each has full power and authority to execute and deliver this Custodial Agreement and to consummate and perform the transactions contemplated hereby;

d. This Custodial Agreement has been duly authorized, executed and delivered by Employer and Custodian and constitutes the legal, valid and binding obligation of each, enforceable against each in accordance with its terms; and

e. (Check applicable provision below; if neither checked, paragraph 1. shall apply):

1. _____ (*Only individual executing this agreement authorized to act with respect to the Custodial Account*). Employer has invested the fullest authority at all times in the individual executing this Custodial Agreement, which individual is empowered by resolution and applicable law to execute any documents that Custodian requires relevant to the opening or maintaining of a Custodial Account for the Plan and to take any and all action deemed to be proper in connection with the Custodial Account, including, but not limited to, authority to give written or oral instructions to Custodian with respect to Custodial Account transactions; or

2. _____ (*Individuals other than individual executing this agreement authorized to act with respect to the Custodial Account*). Employer has invested the fullest authority at all times in the individuals named and whose signatures appear in Appendix B, which individuals are empowered by resolution and applicable law to execute any documents that Custodian requires relevant to the opening or maintaining of a Custodial Account for the Plan and to take any and all action deemed by any of them to be proper in connection with the Custodial Account, including, but not limited to, authority to give written or oral instructions to Custodian with respect to Custodial Account transactions.

Said powers and authority granted shall continue fully effective until receipt by Custodian of written notice of change or revision thereof. Employer will certify to Custodian promptly, when and as made, any change in the individual(s) or powers of said individual(s) hereby authorized and such modifications when received by Custodian shall be adequate both to terminate the powers of the individual(s) theretofore authorized and to empower the individual(s) thereby substituted. The Custodian shall be entitled to rely on and shall be fully protected in acting upon directions, instructions, and any information provided by the individual(s) until a notice described in this paragraph is received.

XXIV. Entire Agreement. Executed by the authorized representatives of the parties, this Custodial Agreement together with the referenced exhibits and attachments constitutes the entire intent of the parties to this Custodial Agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter of this Custodial Agreement.

XXV. Amendment. This Custodial Agreement may be amended with the written consent of Employer and Custodian. Custodian may unilaterally amend this Custodial Agreement if it is deemed advisable to do so in order to conform the Custodial Agreement to applicable law and regulations.

Signature of authorized representative of Employer:

_____

_____
Print name of authorized representative of Employer

Date: _____

Appointment of AIG Federal Savings Bank as non-discretionary directed custodian accepted by authorized representative:

_____

_____
Print name of authorized representative of AIG Federal Savings Bank

Date: _____

Appendix A
to
Custodial Agreement
Effective June 17, 2019

Available Investment Options

VALIC receives 12b-1 fees and recordkeeping fees from mutual funds or their affiliates as shown below for administrative and shareholder services. The 12b-1 fees and recordkeeping fees received from the fund families will be deposited into Participant Accounts as described in the Service Provider Agreement

				Amounts Paid to VALIC from Fund Family	
	Fund Name	**Asset Category**	**Ticker Symbol or CUSIP Number**	**12b-1 Fees (%)**	**Record keeping / Admin Fees (%)**
1	American Century Inflation Adjs Bond Inv	Inflation-Protected Bond	ACITX	0.00	0.25
2	American Century US Government MMkt Inv	Money Market-Taxable	TCRXX	0.00	0.00
3	American Funds AMCAP R4	Large Growth	RAFEX	0.25	0.10
4	American Funds American Balanced R4	Allocation--50% to 70% Equity	RLBEX	0.25	0.10
5	American Funds American Mutual R4	Large Value	RMFEX	0.25	0.10
6	American Funds Capital World Gr&Inc R4	World Large Stock	RWIEX	0.25	0.10
7	American Funds Europacific Growth R4	Foreign Large Growth	REREX	0.25	0.10
8	American Funds Fundamental Invs R4	Large Blend	RFNEX	0.25	0.10
9	Columbia Select Small Cap Value Adv	Small Blend	CSPRX	0.00	0.25
10	Dreyfus Bond Market Index Inv	Intermediate-Term Bond	DBMIX	0.25	0.10
11	Dreyfus International Stock Index Inv	Foreign Large Blend	DIISX	0.25	0.15
12	Dreyfus Mid Cap Index Inv	Mid-Cap Blend	PESPX	0.25	0.15
13	Dreyfus S&P 500 Index	Large Blend	PEOPX	0.25	0.15
14	Dreyfus Small Cap Stock Index Inv	Small Blend	DISSX	0.25	0.15
15	Invesco High Yield R5	High Yield Bond	AHIYX	0.00	0.35
16	JPMorgan Small Cap Growth L	Small Growth	JISGX	0.00	0.10
17	Morgan Stanley Inst Mid Cap Growth A	Mid-Cap Growth	MACGX	0.25	0.15
18	Neuberger Berman Real Estate Tr	Real Estate	NBRFX	0.10	0.25
19	PIMCO Total Return Admin	Intermediate-Term Bond	PTRAX	0.25	0.00
20	T. Rowe Price Retirement 2010 Advisor	Target-Date 2000-2010	PARAX	0.25	0.15
21	T. Rowe Price Retirement 2020 Advisor	Target-Date 2020	PARBX	0.25	0.15
22	T. Rowe Price Retirement 2030 Advisor	Target-Date 2030	PARCX	0.25	0.15
23	T. Rowe Price Retirement 2040 Advisor	Target-Date 2040	PARDX	0.25	0.15
24	T. Rowe Price Retirement 2050 Advisor	Target-Date 2050	PARFX	0.25	0.15
25	T. Rowe Price Retirement Balanced Adv	Allocation--30% to 50% Equity	PARIX	0.25	0.15
26	Virtus Ceredex Mid-Cap Value Equity I	Mid-Cap Value	SMVTX	0.00	0.40
27	VALIC Fixed-Interest Option[1]				

[1] A VALIC group fixed unallocated annuity (policy form GFUA-398). Transfers from this annuity contract shall be subject to a contractually imposed 90-day "equity wash" limitation, meaning that transfers out of this Fixed-Interest Option may not occur to a "competing option," as defined in the annuity contract, for 90 days after such transfer from the Fixed-Interest Option. This fund will be the default investment option for the Plan.

The default investment option(s) will be used:

a. for any contributions received on behalf of a participant who does not have investment elections on file with Service Provider; or
b. in the event a fund selected by the Employer has closed due to fund-company action and the Employer or its authorized Plan representative has not selected a new fund, for any contributions received on behalf of a participant who is participating in such fund; and, where required for the current account balances in the unavailable fund, Employer hereby directs Service Provider and Custodian to transfer such amounts to this investment option.

In the event a fund selected by the Employer has been merged with another fund due to fund-company action and the Employer or its authorized Plan representative has not selected a new fund, for any contributions received on behalf of a participant who is participating in such fund, and, where required for the current account balances in the merged fund, Employer hereby directs Service Provider and Custodian to transfer such amounts to the surviving fund of the fund merger.

VALIC represents The Variable Annuity Life Insurance Company and its subsidiaries VALIC Financial Advisors, Inc. and VALIC Retirement Services Company.

Appendix B
to
Custodial Agreement
Effective June 17, 2019

Authorized Individuals

Name: _____
Title: _____
Signature: _____

Name: _____
Title: _____
Signature: _____

Name: _____
Title: _____
Signature: _____

Name: _____
Title: _____
Signature: _____

Name: _____
Title: _____
Signature: _____

RESOLUTION 2019 - _____

APPROVING A PLAN AMENDMENT TO THE ICMA RETIREMENT CORPORATION (ICMA RC) 457 DEFERRED COMPENSATION PROGRAM AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, The City of Tracy (hereinafter, the "Employer") established the ICMA RC 457 Deferred Compensation Program on March 19, 1985 (hereinafter, the "Plan"), for the exclusive benefit of its employees and their beneficiaries;

WHERAS, Employer has established a retirement plan for such employees which serves the interest of the Employer by providing increased flexibility in its personnel management system and by assisting in the attraction and retention of competent personnel;

WHEREAS, Employer has determined that providing additional voluntary plan options to the employee will serve these objectives;

NOW, THEREFORE, BE IT RESOLVED THAT, the City of Tracy hereby amends the Plan to permit loans and Roth contributions; and,

BE IT FURTHER RESOLVED, that the City Council of the City of Tracy hereby approves the attached Plan Amendment to the ICMA Retirement Corporation (ICMA RC) 457 deferred compensation program and authorizes the City Manager to execute the agreement.

* *

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

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

_____
MAYOR

ATTEST:

_____
CITY CLERK

RESOLUTION 2019 - _____

APPROVING A PLAN RESTATEMENT FOR THE VARIABLE ANNUITY LIFE INSURANCE COMPANY (VALIC) 457 DEFERRED COMPENSATION PROGRAM AND THE ADDITION OF 401A DEFERRED COMPENSATION PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, The City of Tracy (hereinafter, the "Employer") established the VALIC 457 Deferred Compensation Program (hereinafter, the "Plan"), for the exclusive benefit of its employees and their beneficiaries;

WHEREAS, The City of Tracy desires to restate the VALIC 457 Deferred Compensation Program to include a Roth provision;

WHEREAS, The City of Tracy desires to offer a VALIC 401a Plan option for department heads and confidential mid-managers;

NOW, THEREFORE, BE IT RESOLVED THAT, the Employer hereby amends and restates the 457 Program in the form of the Plan attached hereto and establishes the 401a plan attached hereto; and,

BE IT FURTHER RESOLVED, that the City Council of the City of Tracy hereby approves the Plan Restatement for the Variable Annuity Life Insurance Company (VALIC) 457 deferred compensation program and the addition of a 401A deferred compensation plan and authorizes the City Manager to execute the agreement.

* *

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

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

_____
MAYOR

ATTEST:

_____
CITY CLERK

April 16, 2019

AGENDA ITEM 1.G

REQUEST

ACCEPT THE SUPPORT SERVICE MODULAR BUILDING SEWER REPAIR PROJECT, CIP 74122, COMPLETED BY LLTD DBA MR. ROOTER PLUMBING OF TRACY, CALIFORNIA, 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 PROJECT

EXECUTIVE SUMMARY

The contractor has completed the work to relocate the sewer lateral under the modular building and construct a new lateral to the location of the existing four-inch sewer main. The work for the Support Service Modular Building Sewer Repair Project, CIP 74122 ("Project") was completed by pipe bursting the existing sewer main between City Hall and the Support Services Building, and replacing a little over one hundred linear feet, in accordance with project plans, specifications, and contract documents.

Project costs are within the available budget. Staff recommends Council accept the project to enable the City Engineer to release the contractor's bonds and retention.

DISCUSSION

In response to a complaint regarding low pressure and continual backing up in the restroom inside the modular building, Engineering staff conducted a study and found the existing sewer system was inadequate for the usage that was occurring.

Engineering staff prepared the plans and specifications in-house for an informal bid to upsize and relocate the sewer to its ultimate location in order to get best flow. In response to the invitation for informal bids, staff received three bids that were all deemed responsive in accordance to the specifications and the plans provided by City Staff.

The City found the contractor LLTD dba Mr. Rooter Plumbing of Tracy, California to be the lowest responsible bidder and awarded the agreement to the Contractor.

The Project was advertised in September of 2018 and on November 28, 2018, and the City Manager, in accordance with Tracy Municipal Code section 2.20.260, executed the agreement with the lowest responsible bidder, LLTD, dba Mr. Rooter of Tracy, California, for $25,821.

One change order amounting to $1,947 was issued for the Project, which included excavating deeper than anticipated project scope.

Project costs are as follows:

A.	Construction Contract Amount	$ 25,821
B.	Approved Change orders	$ 1,947
C.	Design, construction management, inspection, Testing & miscellaneous project management Expenses	$ 1,961
Total Project Costs		$ 29,729
Total Budget Amount		$ 30,000

The Project has been completed within the available budget, is on schedule, and is consistent with 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

CIP 74122 was run as an emergency project, as the restrooms were inoperable in their current situation and needed to be upgraded. The funds used were from the annual Waste Water Line Replacement Program whose budget was approved for FY17-18 as part of the annual budget process. The need for this Project was unforeseen, however it was necessary for staff and was therefore completed as part of Capital Improvement Projects program for Waste Water Line Replacement. Funds in the amount of $29,729 were used to complete this Project. The remaining funds in the amount of $271 will remain in Waste Water Fund 523 and the CIP will be closed.

RECOMMENDATION

Staff recommends that City Council, by resolution, accept the Support Services Modular Building Sewer Repair Project, CIP 74122, completed by LLTD dba Mr. Rooter Plumbing of Tracy, California, authorize the City Clerk to record the Notice of Completion with the San Joaquin County Recorder, authorize the City Engineer, in accordance with the terms of the construction contract, to release the bonds and retention payment, and authorize the Finance Department to close the Project.

Prepared by: Leisser P. Mazariegos, Associate Civil Engineer

Reviewed by: Paul Verma, PE, Senior Civil Engineer
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 SUPPORT SERVICE MODULAR BUILDING SEWER REPAIR PROJECT, CIP 74122 PROJECT, COMPLETED BY LLTD, DBA MR. ROOTER PLUMBING OF TRACY, CALIFORNIA, 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 PROJECT

WHEREAS, On November, 2018, the City Manager, in accordance with Tracy Municipal Code section 2.20.260, executed the agreement with the lowest responsible bidder, LLTD, dba Mr. Rooter Plumbing of Tracy, California, in the amount of $25,821, and

WHEREAS, CIP 74122 is an emergency project consistent with the Waste Water Line Replacement Program whose budget was approved for FY 17/18, and

WHEREAS, The Waste Water Line Replacement was deemed an Emergency that needed to be taken care of by Engineering Staff, and

WHEREAS, The scope of work included relocating the sewer lateral under the modular building and construct a new lateral to the location of the existing four inch sewer main, and

WHEREAS, One change order amounting to $1,947 was issued for the project, which included excavating deeper than initially anticipated per the project scope, and

Project costs are as follows:

A.	Construction Contract Amount	$ 25,821
B.	Approved Change orders	$ 1,947
C.	Design, construction management, inspection, Testing & miscellaneous project management Expenses	$ 1,961
Total Project Costs		$ 29,729
Total Budget Amount		$ 30,000

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

WHEREAS, CIP 74122 was run as an emergency project, as the restrooms were inoperable in their current situation and needed the upgrade in work. The funds used were from the annual Waste Water Line Replacement Program whose budget was approved for FY17-18 as a part of the annual budget process. This Project was unforeseen, however necessary for our staff. The remaining funds in the amount of $271 will remain in Waste Water Fund 523 and the CIP will be closed;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby accepts the construction of the Support Service Modular Building Sewer Repair Project, CIP 74122, completed by LLTD, dba Mr. Rooter of Tracy, California, 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 directs the Finance Department to close the project.

* * * * * * * * * * *

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

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

April 16, 2019

AGENDA ITEM 1.H

REQUEST

ACCEPT THE LARCH ROAD RECONSTRUCTION AND HANSEN ROAD WASTEWATER COLLECTION SYSTEM UPGRADE AS COMPLETE, CIPs 73125, 74097, 74106 & 74113, 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 PROJECT

EXECUTIVE SUMMARY

The contractor has completed construction of the Larch Road Reconstruction and Hansen Road Wastewater Collection System Upgrade, CIPs 73125, 74097, 74106, and 74113, in accordance with plans, specifications, and contract documents. Project costs are within the available budget. The scope of work included full reconstruction and installation of a 24-inch sewer force main in a three-quarter mile segment of Larch Road, along with upgrades to the Hansen Lift Station. The Project provides much needed road improvements and almost doubles the current wastewater pumping capacity within the collection subsystem.

DISCUSSION

On January 19, 2016, by Resolution No. 2016-010, City Council awarded a construction contract to Mozingo Construction of Oakdale, California, $4,075,750 for the Larch Road Reconstruction and Hansen Road Wastewater Collection System Upgrade, CIPs 73125, 74097, 74106, and 74113.

This project as constructed is a combination of two projects.

The Larch Road Reconstruction portion of the project is full reconstruction of approximately three-quarters of a mile road between Tracy Boulevard and the Wastewater Treatment Plant.

The scope of work for the Hansen Road Wastewater Collection System Upgrade includes:

- Reconfiguration of piping to change the operation of the Hansen and Larch pump stations from series to parallel operation.
- Replacement of an existing 12-inch force main with a 24-inch diameter force main between the Larch Road Pump Station and the Wastewater Treatment Plant.
- Installation of higher flow pumps, rehabilitation of the wet-well and miscellaneous site improvements at the Hansen Lift Station.

Six (6) change orders totaling $539,823 were issued which included removal and disposal of 2,200 lineal feet of 12-inch diameter asbestos pipe, installation of additional cement treatment to stabilize the road sub base, installation of fencing at the Larch Road Pump Station, construction of six new manholes at the lift station, installation of air-conditioning for VFD control panel and payment for additional work for unforeseen conditions encountered during construction.

Status of budget and project costs is as follows:

A.	Construction Contract Amount	$ 4,075,750
B.	Approved Change Orders	$ 539,823
C.	Design support, construction management, inspection, testing, & miscellaneous expenses	$ 343,312
	Total Project Construction Costs	$ 4,958,885
Available budget of CIPs 73125, 74097, 74106, 74113		$ 5,270,100

The project has been completed within the available budget, within the period of the original contract plus the time extension given to the contactor 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

CIPs 73125, 74097, 74106 and 74113 are approved Capital Improvement Projects with sufficient funding in the amount of $5,270,100. The projects were completed within the available budget for a total cost of $4,958,885; the remaining funds of $311,215 will be released back into the fund balance of Fund 523 Wastewater Capital.

RECOMMENDATION

That City Council, by resolution, accept the Larch Road Reconstruction and Hansen Road Wastewater Collection System Upgrade, CIPs 73125, 74097, 74106 and 74113 as completed by Mozingo Construction of Oakdale, California, authorize the City Clerk to record the 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 Project.

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 LARCH ROAD RECONSTRUCTION AND HANSEN ROAD WASTEWATER COLLECTION SYSTEM UPGRADE AS COMPLETE, CIPs 73125, 74097, 74106 & 74113, 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 January 19, 2016, by Resolution No. 2016-010, City Council awarded a construction contract to Mozingo Construction of Oakdale, California, $4,075,750 for the Larch Road Reconstruction and Hansen Road Wastewater Collection System Upgrade, CIPs 73125, 74097, 74106 and 74113, and

WHEREAS, The Larch Road Reconstruction and Hansen Road Wastewater Collection System Upgrade Project consisted of approximately three-quarters of a mile road between Tracy Boulevard and Hansen Road, and

WHEREAS, Six (6) change orders totaling $539,823 were issued for the project for unforeseen circumstances, and

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

A.	Construction Contract Amount	$ 4,075,750
B.	Approved Change Orders	$ 539,823
C.	Design support, construction management, inspection, testing, & miscellaneous expenses	$ 343,312
	Total Project Construction Costs	$ 4,958,885
Available budget of CIPs 73125, 74097, 74106, 74113		$ 5,270,100

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

WHEREAS, CIPs 73125, 74097, 74106 and 74113 are approved Capital Improvement Projects with sufficient funding in the amount of $5,270,100. The projects were completed within the available budget for a total cost of $4,958,885; the remaining funds of $311,215 will be released back into the fund balance of Fund 523 Wastewater Capital;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby accepts the Larch Road Reconstruction and Hansen Road Wastewater Collection System Upgrade, CIPs 73125, 74097, 74106 and 74113 as completed by Mozingo Construction of Oakdale, California, 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 Project.

* * * * * * * * * * *

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

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

April 16, 2019

AGENDA ITEM 1.I

REQUEST

APPROVE THE FINAL SUBDIVISION MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 3956, TRACY HILLS VILLAGE 7B, AND AUTHORIZE THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

EXECUTIVE SUMMARY

City staff requests that the City Council approve the Final Subdivision Map for Tract 3956, Tracy Hills Village 7B, for subdivision into 91 lots for single-family residential purposes. Approval of the Final Subdivision Map will facilitate recordation of the Final Subdivision Map, the construction of in-tract improvements, and the issuance of the building permits to construct the residential houses. Meritage Homes of California, Inc., a California corporation (Subdivider), has signed the Subdivision Improvement Agreement (SIA) and posted the required security to guarantee completion of the improvements required as a condition of approval of the Final Subdivision Map.

DISCUSSION

On April 5, 2016, the City Council approved the Small-Lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1A, Tract 3788 (VTSM), pursuant to Resolution No. 2016-066. The VTSM includes approximately 1,160 single-family residential lots, an approximately 50 acre mixed-use business park/commercial retail area, three public parks, school site, and numerous other Homeowners Association owned and maintained parcels. The Final Subdivision Map for Tract 3956, Tracy Hills Village 7B, consists of 91 single-family lots within the boundaries of the aforementioned approximately 1,160 lot Tracy Hills Phase 1A project. Attachment A shows the overall Tracy Hills Phase 1A project area and the location of the Final Subdivision Map for Tract 3956, Tracy Hills Village 7B.

The Subdivider is requesting approval of the Final Subdivision Map for Tract 3956, Tracy Hills Village 7B, to create 91 single-family residential lots within the boundaries of, and in conformance with, the approved VTSM. The Final Subdivision Map for Tract 3956, Tracy Hills Village 7B (Attachment B) has been prepared on behalf of the Subdivider and reviewed by the Engineering Division.

The Conditions of Approval for the VTSM require the Subdivider to design and construct certain on-site improvements as a condition of approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards. Improvement Plans for the required improvements, excluding landscape and irrigation improvements within the parkway strips along the proposed streets, have been prepared on behalf of the Subdivider, and approved by the City Engineer. The Landscape Plans for the parkway strips will undergo a separate review by Public Works and the Engineering Division.

The Subdivision Improvement Agreement (Attachment C) addresses construction of Tostalinda Drive, Reyva Dhillon Lane and Paver Court, and other in-tract improvements associated with the 91 lots that will be developed by the Subdivider as part of Village 7B.

The SIA will be amended at a later date to include the parkway landscape and irrigation improvements, upon approval of the Landscape Plans by the Engineering Division.

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

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

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

FISCAL IMPACT

The Subdivider has paid the applicable engineering review fees, which include the cost of review of the Improvement Plans and processing the agreements.

STRATEGIC PLAN

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

RECOMMENDATION

Staff recommends that the Tracy City Council, by resolution, approve the Final Subdivision Map and Subdivision Improvement Agreement for Tract 3956, Tracy Hills Village 7B, and authorize the City Clerk to file the Subdivision Improvement Agreement with the Office of the San Joaquin County Recorder.

Prepared by: Nanda Gottiparthy, 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 – Location Map
Attachment B – Final Subdivision Map
Attachment C – Subdivision Improvement Agreement

LANDS OF RODGERS

LANDS OF VIEIRA

SATNAM SANDHU

CALIFORNIA AQUEDUCT

CORRAL HOLLOW ROAD

SELLICK

PARCEL A

PARCEL B

PARCEL C

PARCEL D

TRACY HILLS PHASE 1A

TRACY HILLS DRIVE

TRACY HILLS DRIVE

TRACY HILLS DRIVE

UNSURVEYED
REMAINDER
25 PM 168

TRACT NO. 3956 VILLAGE 7B

STATE ROUTE 580

15 16 17 18 19 20 6 7 4 5 12 11 8 1 13 14 9 10 2 3 24 23 25

ATTACHMENT "A"

G:\JOB2012\121083-IP\CAD FILES\00-EXHIBITS\SIA EXHIBITS\VTB - ATTACH_A.DWG 3/6/2019 8:34:44 AM ALLYSON GILLESPIE

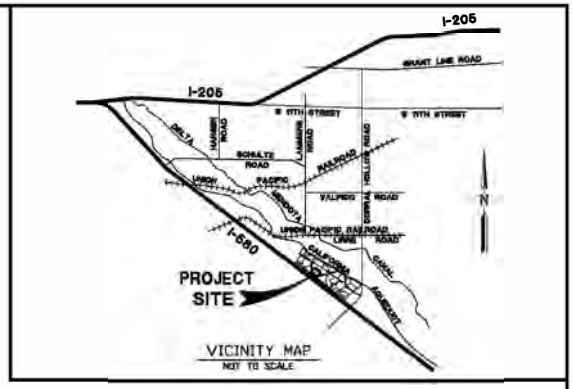
TRACT NO. 3956
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 7B

BEING A SUBDIVISION OF LOT D AS SHOWN ON TRACT NO. 3955 RECORDED SEPTEMBER 6, 2018 IN BOOK 43 OF MAPS AND PLATS AT PAGE 50 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 7, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
NOVEMBER 2018



OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 3956, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 7B", CITY OF TRACY, CALIFORNIA, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY, IN FEE, FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "TOSTALINDA DRIVE", "REYVA DHILLON LANE", AND "PAVER COURT" WITHIN THE BOUNDARY OF THIS MAP ARE FOR THE PURPOSE OF PUBLIC STREETS.

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

THE UNDERSIGNED HEREBY RELINQUISH TO THE PUBLIC FOREVER ALL ABUTTERS RIGHTS OF ACCESS FOR PEDESTRIAN AND VEHICLE INGRESS AND EGRESS ACROSS THE LOT LINES SHOWN THUSLY /////////////. (LOTS 99 AND 106 TO AND FROM IRONSTONE DRIVE, LOTS 108, 137, 138 AND 182 TO AND FROM STARCROSS DRIVE, LOTS 92 AND 123 TO AND FROM TOSTALINDA DRIVE, LOTS 124 AND 155 TO AND FROM REYVA DHILLON LANE, LOTS 156, 157, 158, 159, 160, AND 161 TO AND FROM PARCEL OOO OF TRACT NO. 3878, LOTS 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, AND 182 TO AND FROM TRACY HILLS DRIVE OF TRACT NO. 3878)

DATED THIS _____ DAY OF _____, 2018.

OWNER: MERITAGE HOMES OF CALIFORNIA, INC., A CALIFORNIA CORPORATION
860 STILLWATER ROAD, SUITE 200A
WEST SACRAMENTO, CA 95605

BY: _____

PRINT NAME: _____

TITLE: _____

OWNER'S ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____, 2018, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF CALIFORNIA, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/ SHE/ THEY EXECUTED THE SAME IN HIS/ HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS /HER /THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY ON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND,

SIGNATURE: _____

PRINT NAME: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

PRINCIPAL COUNTY OF BUSINESS: _____

TRUSTEE'S STATEMENT

THE UNDERSIGNED, FIRST AMERICAN TITLE COMPANY, AS TRUSTEE UNDER THE DEED OF TRUST RECORDED AUGUST 30, 2018 AS DOCUMENT NO. 2018–097041, SAN JOAQUIN COUNTY RECORDS DOES HEREBY JOIN IN AND CONSENT TO THE RECORDATION OF THIS FINAL MAP.

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

FIRST AMERICAN TITLE COMPANY

BY: _____ _____
NAME: TITLE

TRUSTEE'S ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____, 2018, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF CALIFORNIA, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/ SHE/ THEY EXECUTED THE SAME IN HIS/ HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS /HER /THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY ON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND,

SIGNATURE: _____

PRINT NAME: _____

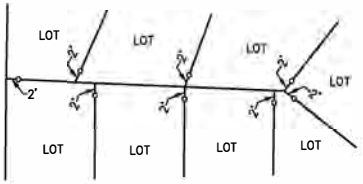
MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

PRINCIPAL COUNTY OF BUSINESS: _____

NOTES:

1. APPROVAL OF THIS FINAL TRACT MAP IS SUBJECT TO THE VESTING TENTATIVE MAP (APPLICATION NUMBER TSM13–0005) CONDITIONS OF APPROVAL DATED APRIL 5, 2016.
2. ALL FRONT CORNERS ARE TO BE REFERENCED WITH A NAIL AND TAG AT THE TOP OF CURB ON LOT LINE PROJECTIONS, UNLESS OTHERWISE NOTED.
3. ALL REAR CORNERS ARE TO BE REFERENCED WITH A 3/4" IRON PIPE AND CAP OR A NAIL AND TAG SET ON THE CORRESPONDING SIDE PROPERTY LINES ON A 2 FEET OFFSET AS TYPICALLY SHOWN BELOW, UNLESS OTHERWISE NOTED.



RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2018, AT _____ __M., IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, RECORDER'S SERIES NO. _____ AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

FEE: $_____ PAID

STEVE J. BESTOLARIDES
ASSESSOR/RECORDER/COUNTY CLERK

BY: _____
DEPUTY COUNTY RECORDER

JOB NO. 121083

SHEET 1 OF 10 SHEETS

TRACT NO. 3956
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 7B

BEING A SUBDIVISION OF LOT D AS SHOWN ON
TRACT NO. 3955 RECORDED SEPTEMBER 6, 2018
IN BOOK 43 OF MAPS AND PLATS AT PAGE 50
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 7, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

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

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MERITAGE HOMES OF CALIFORNIA, INC., ON AUGUST 1, 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY), THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2020, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS ____ DAY OF _____, 2018.

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

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

CITY ENGINEER'S STATEMENT

I, ROBERT ARMIJO, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF TRACY, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 3956, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 7B", CITY OF TRACY, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS ____ DAY OF _____, 2018.

REGISTERED PROFESSIONAL ENGINEER
ROBERT ARMIJO
No. 63173
CIVIL
STATE OF CALIFORNIA

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

SURVEYOR FOR THE CITY STATEMENT

I, DAVID W. ENKE, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 3956, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 7B", CITY OF TRACY, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS ____ DAY OF _____, 2018.

LICENSED LAND SURVEYOR
DAVID W. ENKE
No. 4071
STATE OF CALIFORNIA

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

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY MERITAGE HOMES OF CALIFORNIA, INC., 860 STILLWATER ROAD, SUITE 200A, WEST SACRAMENTO, CA 95605, FOR THE PURPOSE OF PUBLIC STREET RIGHTS-OF-WAY:

"TOSTALINDA DRIVE", "REYVA DHILLON LANE", AND "PAVER COURT".

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

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE _____ DAY OF _____, 201 8, THE CITY COUNCIL OF THE CITY OF TRACY, CALIFORNIA PER COUNCIL RESOLUTION NO._____ APPROVED THIS FINAL MAP OF "TRACT NO. 3956, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 7B", CITY OF TRACY, CALIFORNIA, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, ACCEPTED ON BEHALF OF THE CITY THE RELINQUISHMENT TO THE CITY OF TRACY ALL ACCESS RIGHTS OF LOTS 99 AND 106 TO AND FROM IRONSTONE DRIVE, LOTS 108, 137, 138 AND 182 TO AND FROM STARCROSS DRIVE, LOTS 92 AND 123 TO AND FROM TOSTALINDA DRIVE, LOTS 124 AND 155 TO AND FROM REYVA DHILLON LANE, LOTS 156, 157, 158, 159, 160, AND 161 TO AND FROM PARCEL OOO OF TRACT NO. 3878, LOTS 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, AND 182 TO AND FROM TRACY HILLS DRIVE OF TRACT NO. 3878, ALL AS SHOWN ON THIS FINAL MAP, AND ACCEPTED THE OFFER OF DEDICATION OF ALL STREET RIGHTS-OF-WAY, SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON OF SAID STREET RIGHTS-OF-WAY, IN ACCORDANCE WITH TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

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

DATED THIS ____ DAY OF _____, 2018.

ADRIANNE RICHARDSON, CITY CLERK
AND CLERK OF THE CITY COUNCIL

© COPYRIGHT RUGGERI-JENSEN-AZAR 2018

BASIS OF BEARINGS

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

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(4) PARCEL MAP, 25 PM 168
(5) TRACT NO. 3878, 43 M & P 17
(6) TRACT NO. 3955, 43 M & P 50

LEGEND

TRACT MAP BOUNDARY LINE	
LOT LINE	
EXISTING EASEMENT LINE	
NEW EASEMENT LINE	
MONUMENT LINE	
MONUMENT TIE LINE	
EXISTING PROPERTY LINE	
FOUND MONUMENT AS NOTED	
SET STANDARD MONUMENT, STAMPED LS 6441	
3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441 SET PER REFERENCE AS NOTED	
3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441	
ABUTTERS RIGHTS OF ACCESS RELINQUISHED	

PUE	PUBLIC UTILITY EASEMENT
LME	LANDSCAPE MAINTENANCE EASEMENT
EX.	EXISTING
(M–M)	MONUMENT TO MONUMENT
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE

GRID NOTE:

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

TRACT NO. 3956
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 7B

BEING A SUBDIVISION OF LOT D AS SHOWN ON TRACT NO. 3955 RECORDED SEPTEMBER 6, 2018 IN BOOK 43 OF MAPS AND PLATS AT PAGE 50 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 7, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

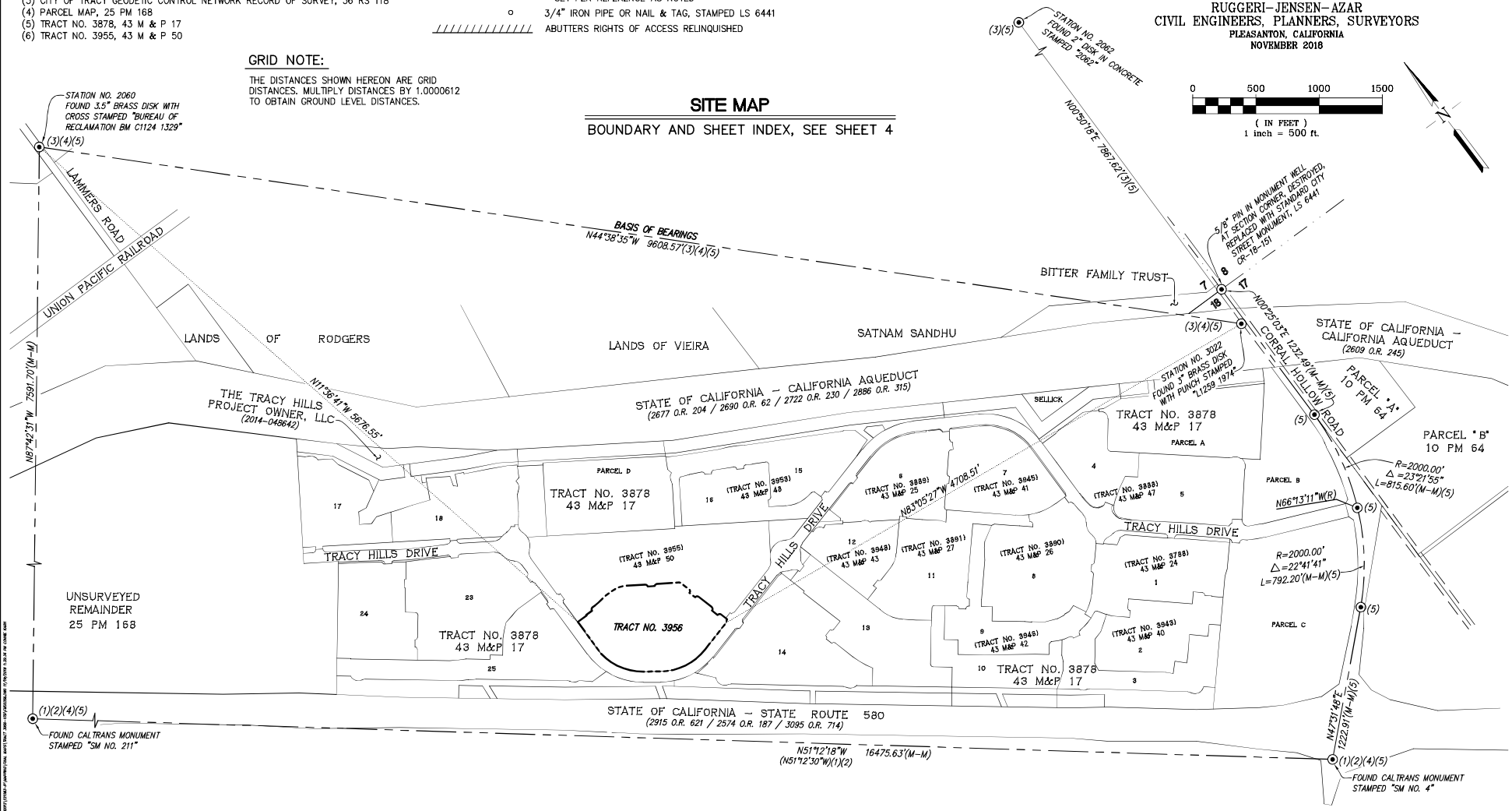
CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

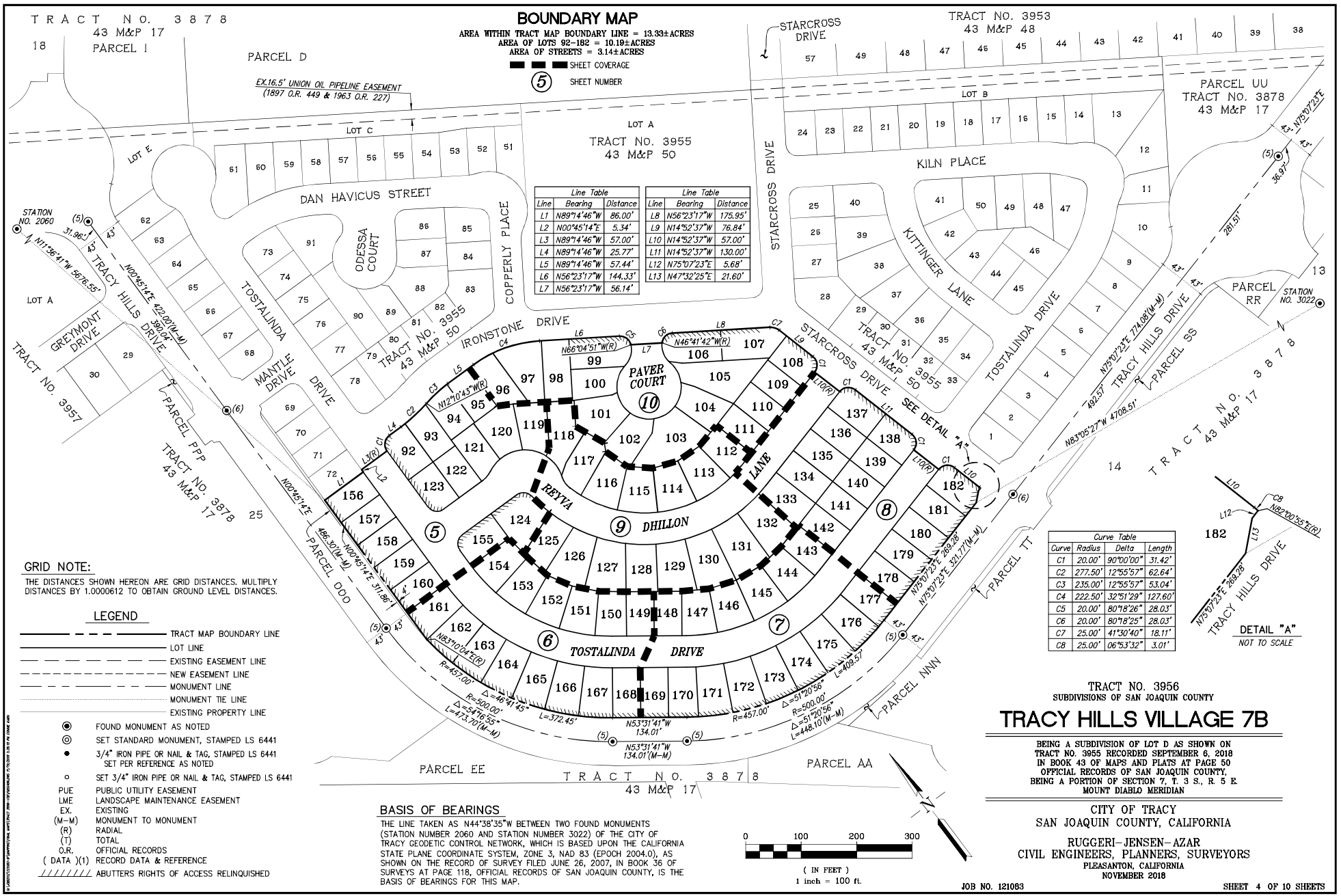
RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

NOVEMBER 2018

SITE MAP

BOUNDARY AND SHEET INDEX, SEE SHEET 4





GRID NOTE:

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

LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- FOUND MONUMENT AS NOTED
- SET STANDARD MONUMENT, STAMPED LS 6441
- 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441 SET PER REFERENCE AS NOTED
- SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441

PUE	PUBLIC UTILITY EASEMENT
LME	LANDSCAPE MAINTENANCE EASEMENT
EX.	EXISTING
(M–M)	MONUMENT TO MONUMENT
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

BASIS OF BEARINGS

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

TRACT NO. 3956
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 7B

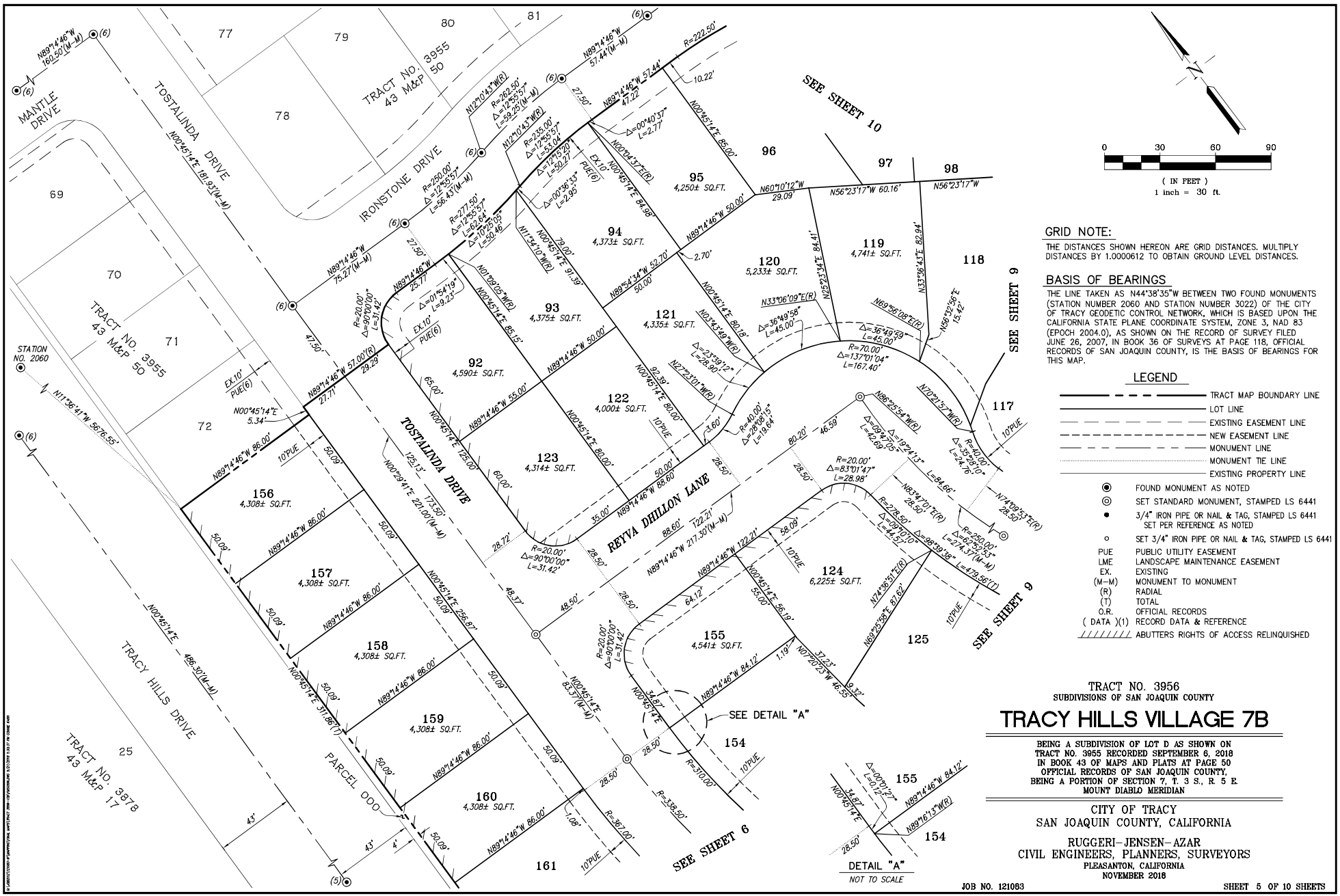
BEING A SUBDIVISION OF LOT D AS SHOWN ON TRACT NO. 3955 RECORDED SEPTEMBER 6, 2018 IN BOOK 43 OF MAPS AND PLATS AT PAGE 50 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 7, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
NOVEMBER 2018

JOB NO. 121083

SHEET 4 OF 10 SHEETS



GRID NOTE:

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

BASIS OF BEARINGS

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

LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- FOUND MONUMENT AS NOTED
- SET STANDARD MONUMENT, STAMPED LS 6441
- 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441 SET PER REFERENCE AS NOTED
- SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441

PUE	PUBLIC UTILITY EASEMENT
LME	LANDSCAPE MAINTENANCE EASEMENT
EX.	EXISTING
(M–M)	MONUMENT TO MONUMENT
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 3956
SUBDIVISIONS OF SAN JOAQUIN COUNTY

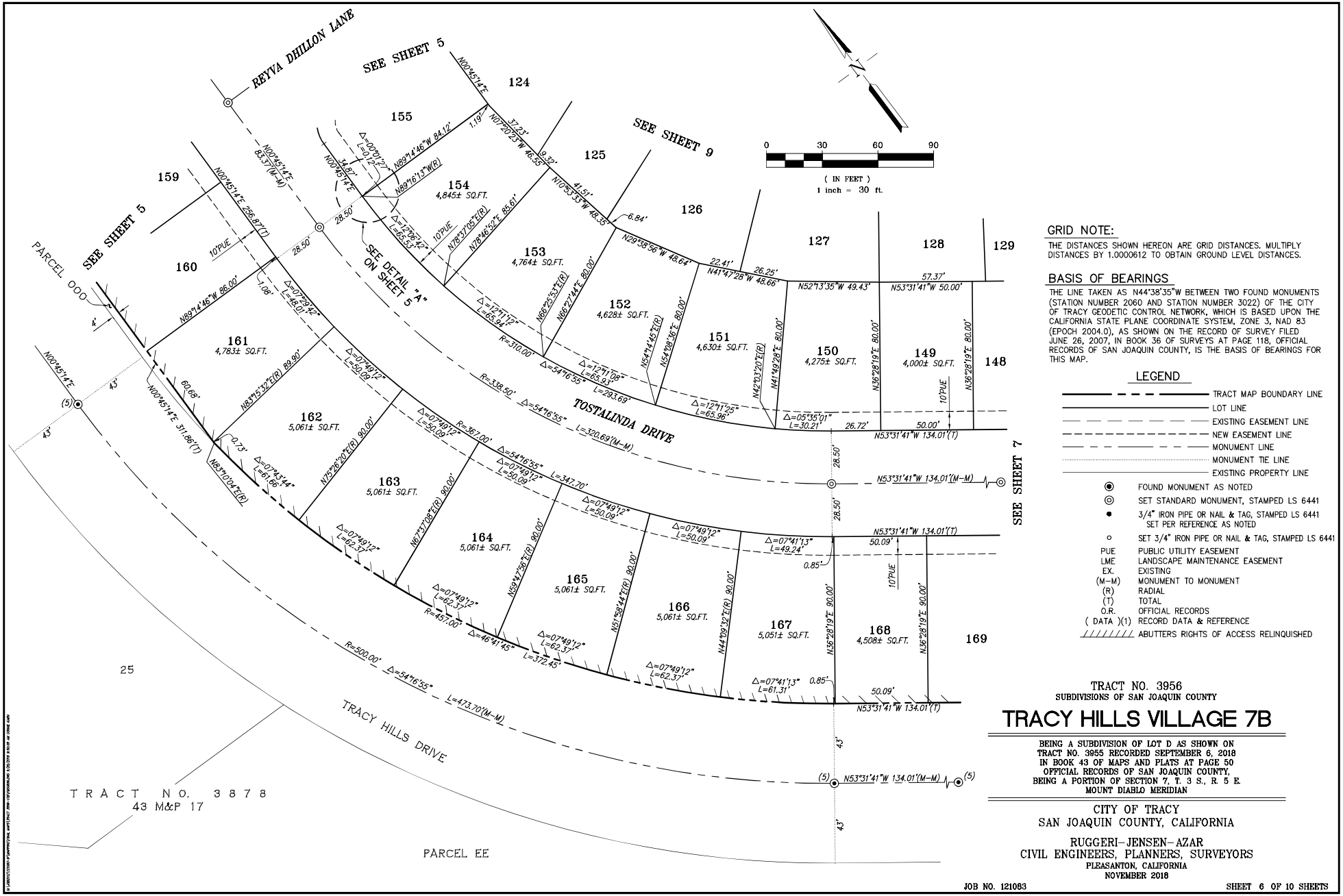
TRACY HILLS VILLAGE 7B

BEING A SUBDIVISION OF LOT D AS SHOWN ON TRACT NO. 3955 RECORDED SEPTEMBER 6, 2018 IN BOOK 43 OF MAPS AND PLATS AT PAGE 50 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 7, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
NOVEMBER 2018

JOB NO. 121083



GRID NOTE:

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

BASIS OF BEARINGS

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

LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- FOUND MONUMENT AS NOTED
- SET STANDARD MONUMENT, STAMPED LS 6441
- 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441 SET PER REFERENCE AS NOTED
- SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441

PUE	PUBLIC UTILITY EASEMENT
LME	LANDSCAPE MAINTENANCE EASEMENT
EX.	EXISTING
(M–M)	MONUMENT TO MONUMENT
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 3956
SUBDIVISIONS OF SAN JOAQUIN COUNTY

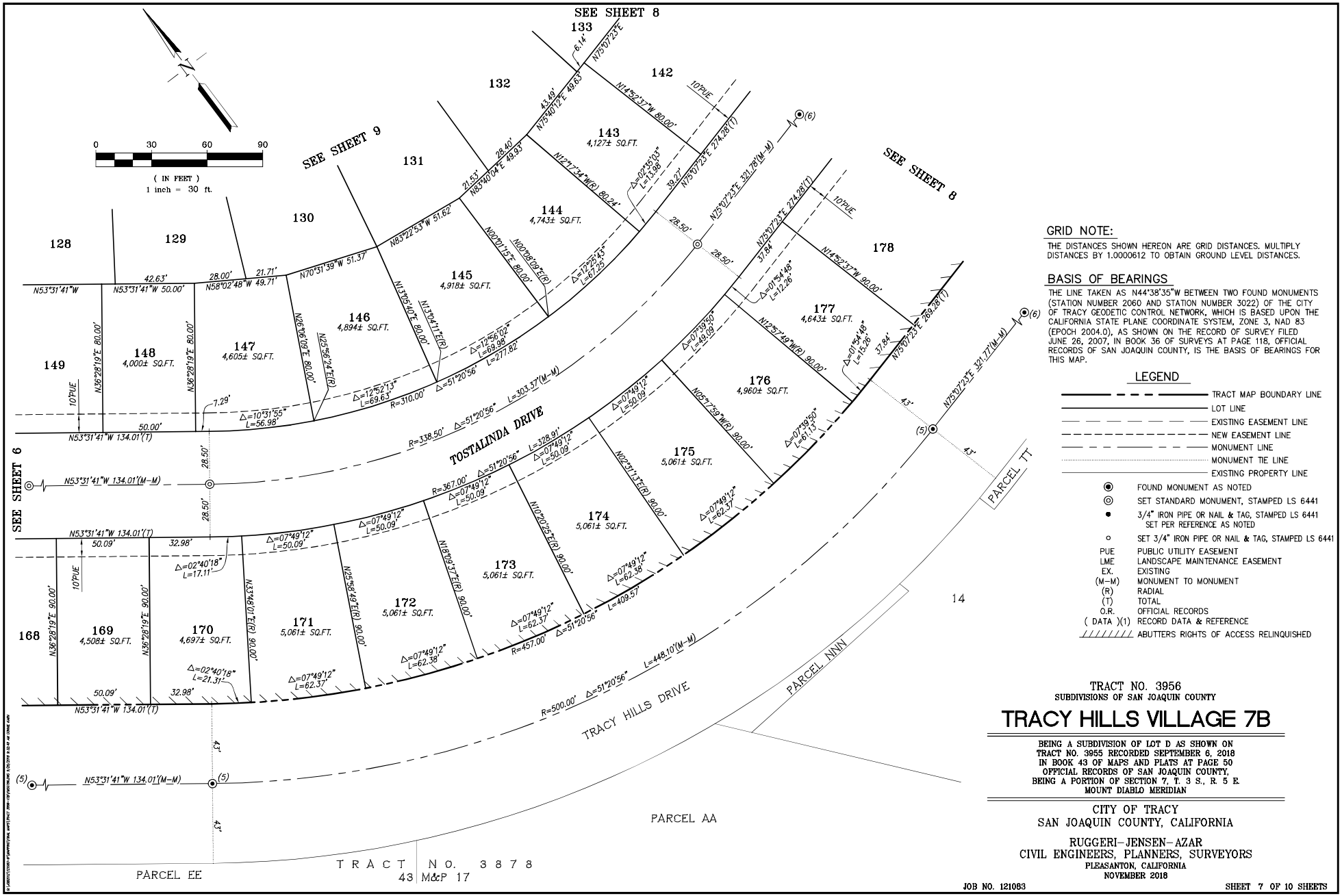
TRACY HILLS VILLAGE 7B

BEING A SUBDIVISION OF LOT D AS SHOWN ON TRACT NO. 3955 RECORDED SEPTEMBER 6, 2018 IN BOOK 43 OF MAPS AND PLATS AT PAGE 50 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 7, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
NOVEMBER 2018

JOB NO. 121083



GRID NOTE:

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

BASIS OF BEARINGS

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

LEGEND

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

TRACT NO. 3956
SUBDIVISIONS OF SAN JOAQUIN COUNTY

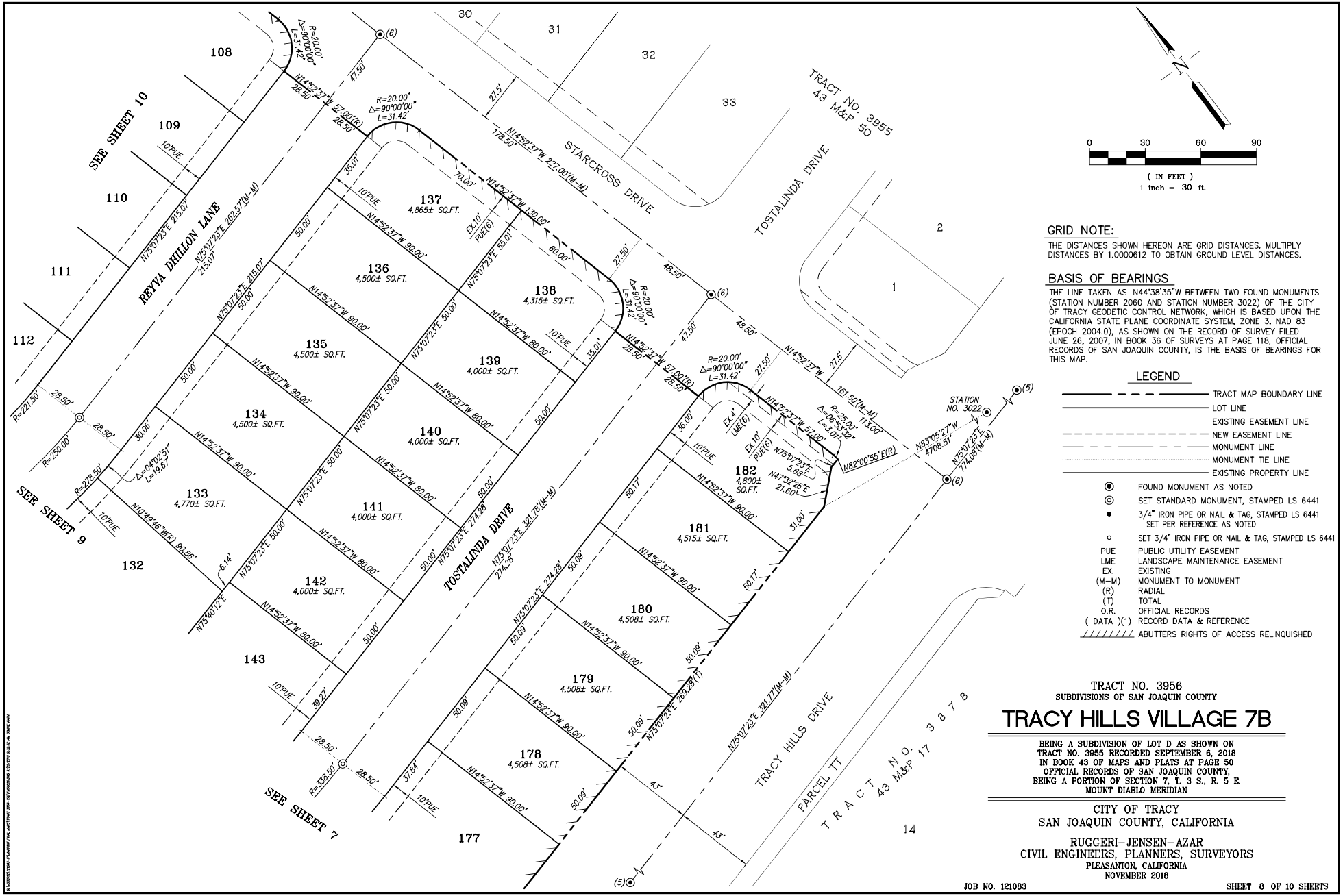
TRACY HILLS VILLAGE 7B

BEING A SUBDIVISION OF LOT D AS SHOWN ON TRACT NO. 3955 RECORDED SEPTEMBER 6, 2018 IN BOOK 43 OF MAPS AND PLATS AT PAGE 50 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 7, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

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

JOB NO. 121083



GRID NOTE:

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

BASIS OF BEARINGS

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

LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- FOUND MONUMENT AS NOTED
- SET STANDARD MONUMENT, STAMPED LS 6441
- 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441 SET PER REFERENCE AS NOTED
- SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441

PUE	PUBLIC UTILITY EASEMENT
LME	LANDSCAPE MAINTENANCE EASEMENT
EX.	EXISTING
(M-M)	MONUMENT TO MONUMENT
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 3956
SUBDIVISIONS OF SAN JOAQUIN COUNTY

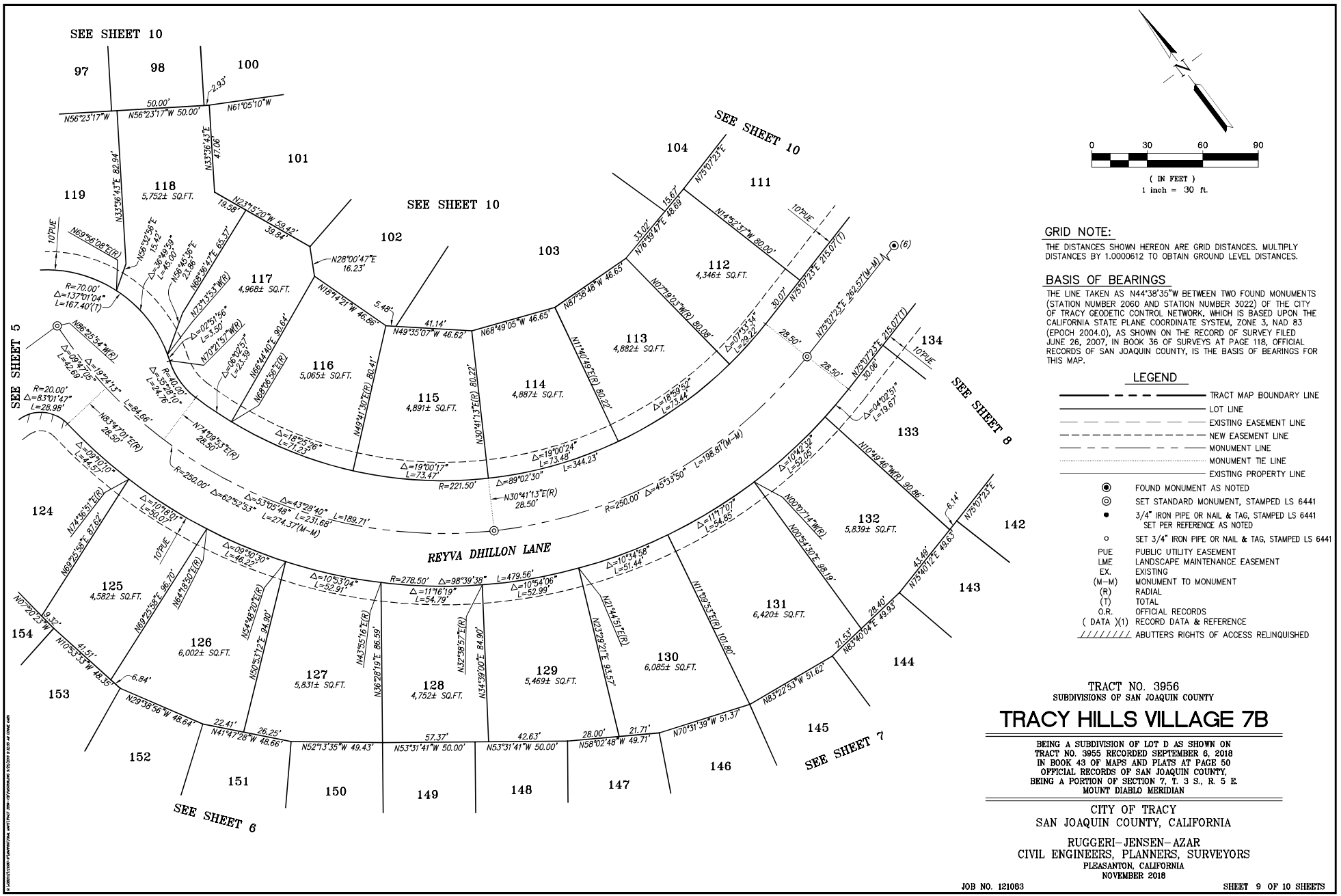
TRACY HILLS VILLAGE 7B

BEING A SUBDIVISION OF LOT D AS SHOWN ON TRACT NO. 3955 RECORDED SEPTEMBER 6, 2018 IN BOOK 43 OF MAPS AND PLATS AT PAGE 50 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 7, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

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

JOB NO. 121083



0 30 60 90

(IN FEET)
1 inch = 30 ft.

GRID NOTE:

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

BASIS OF BEARINGS

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

LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- ◉ FOUND MONUMENT AS NOTED
- ◎ SET STANDARD MONUMENT, STAMPED LS 6441
- • 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441 SET PER REFERENCE AS NOTED
- ○ SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441

PUE	PUBLIC UTILITY EASEMENT
LME	LANDSCAPE MAINTENANCE EASEMENT
EX.	EXISTING
(M-M)	MONUMENT TO MONUMENT
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 3956
SUBDIVISIONS OF SAN JOAQUIN COUNTY

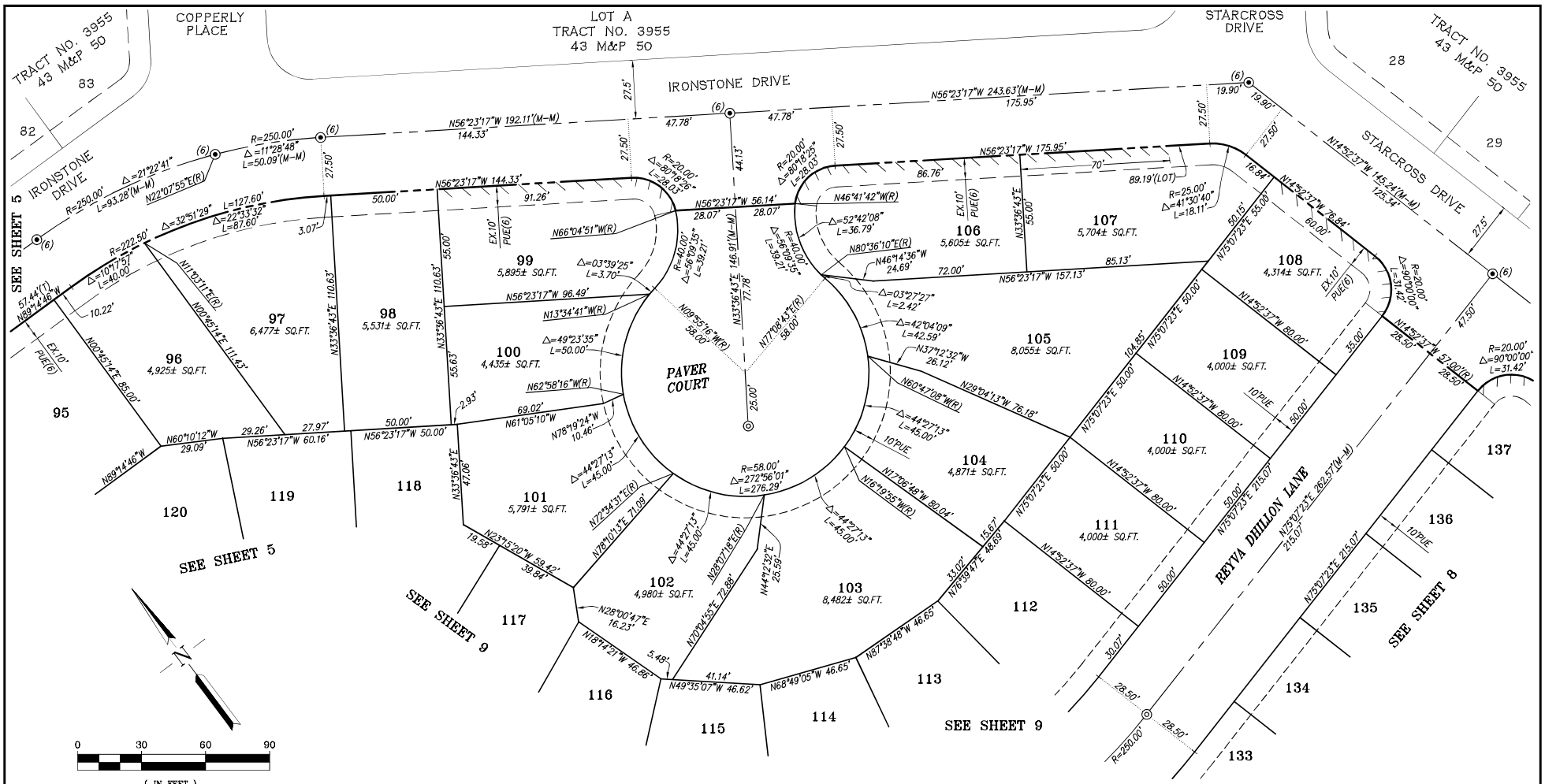
TRACY HILLS VILLAGE 7B

BEING A SUBDIVISION OF LOT D AS SHOWN ON TRACT NO. 3955 RECORDED SEPTEMBER 6, 2018 IN BOOK 43 OF MAPS AND PLATS AT PAGE 50 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 7, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

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

JOB NO. 121083



GRID NOTE:

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

BASIS OF BEARINGS

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

LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- FOUND MONUMENT AS NOTED
- SET STANDARD MONUMENT, STAMPED LS 6441
- 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441 SET PER REFERENCE AS NOTED
- SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441

PUE	PUBLIC UTILITY EASEMENT
LME	LANDSCAPE MAINTENANCE EASEMENT
EX.	EXISTING
(M–M)	MONUMENT TO MONUMENT
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 3956
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 7B

BEING A SUBDIVISION OF LOT D AS SHOWN ON TRACT NO. 3955 RECORDED SEPTEMBER 6, 2018 IN BOOK 43 OF MAPS AND PLATS AT PAGE 50 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 7, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
NOVEMBER 2018

JOB NO. 121083

ORIGINAL

Recording Requested By:

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

And When Recorded Mail To:

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

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

CITY OF TRACY
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 3956, TRACY HILLS VILLAGE 7B

This **SUBDIVISION IMPROVEMENT AGREEMENT** (hereinafter "Agreement") is made and entered into by and between the **CITY OF TRACY**, a municipal corporation (hereinafter "City"), and **MERITAGE HOMES OF CALIFORNIA, INC.**, a California corporation (hereinafter, "Subdivider").

RECITALS

A. The Subdivider is the owner of the real property more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter "***Property***"), said Property comprising the subject Final Subdivision Map for Tract 3956, Tracy Hills Village 7B.

B. On April 5, 2016, the Tracy City Council ("***City Council***") adopted the Tracy Hills Specific Plan and approved various related land use entitlements, including that certain Small-Lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1A, Tract 3788, processed under Application No. TSM13-0005 and approved by Resolution No. 2016-066 (the "***Tentative Subdivision Map***"). The Tentative Subdivision Map is on file with the City Clerk, and is incorporated herein by this reference.

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

D. The Tentative Subdivision Map includes approximately 1,160 single-family residential lots, an approximately 50 acre mixed-use business park/commercial retail area, three public parks, school site, and numerous other parcels owned and maintained by a Homeowners Association. The Final Subdivision Map for Tract 3956, Tracy Hills Village 7B, consists of 91 single-family lots within the boundaries of the aforementioned approximately 1,160 lot Tracy Hills Phase 1A project. Exhibit "C" shows the overall Tracy Hills Phase 1A project area and the location of the Final Subdivision Map for Tract 3956, Tracy Hills Village 7B, hereinafter "***Project***" or "***Project site***".

E. In accordance with the Conditions of Approval, the Subdivider has prepared and the City Engineer has approved certain improvement plans and specifications (which incorporate portions of the City's Standard Specifications), which describe the improvements which are required for approval of the Final Map and are incorporated herein by reference. The approved plans and specifications (the "***Plans and Specifications***") include thirteen (13) sheets of improvement plans titled "Improvement Plans Village 7B-Tract 3956-Tracy Hills Phase 1A" prepared by Ruggeri-Jensen-Azar, six (6) sheets of joint trench plans entitled "Joint Trench, Integral Communities, LLC, Tracy Hills-Village 7B-Tract 3956" prepared by Giacalone Design Services, Inc., and four (4) sheets of street light plans entitled "Public Street Lighting, Integral Communities, LLC Tracy Hills-Village7B-Tract 3956" prepared by Giacalone Design Services, Inc. Collectively, these Plans and Specifications are referred to herein as the "***Scope of Work***" or "***Work***".

F. Since the Work has not been completed in accordance with the Conditions of Approval, the Subdivider has requested to execute this Agreement as authorized by Government Code section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF WORK. The Subdivider shall perform, or cause to be performed, the Work to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at the Subdivider's expense, in the manner described in the 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). Any portion(s) of the Work that are performed within existing City's right(s)-of-way and/or easement(s) are to be performed by the Subdivider in accordance with the requirements of the State prevailing wage laws, in the event and to the extent applicable.

2. GRADING AND STREET MAINTENANCE.

2.1. Until all the Work is accepted by the City as complete, the Subdivider shall diligently perform the necessary maintenance of the entire Project site, including streets constructed within the Project, to the satisfaction of the City Engineer, at the Subdivider's own cost.

2.2. All infrastructure constructed under this Agreement will be maintained by the Subdivider until accepted by the City.

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

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

5. **IMPROVEMENT SECURITY.** Concurrently with the execution of this Agreement by the Subdivider, and prior to the commencement of any Work, the Subdivider shall furnish contract security, in a form authorized by the Subdivision Map Act (including Government Code sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:

5.1. **Faithful Performance** security in the amount of **$1,082,675.00** in accordance with the cost estimates approved by City to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as complete).

5.2. **Labor and Material** security in the amount of **$1,082,675.00** in accordance with the cost estimates approved by City to secure payment by the Subdivider to laborers and materialmen (until the date on which claims are required to be made by laborers and materialmen).

5.3. **Warranty** security in the amount of **$108,267.00** in accordance with the cost estimates approved by City to secure faithful performance of this Agreement (from the date on which the City Council accepts the Work as complete until one year thereafter).

5.4. **Monumentation** security in the amount of **$18,125.00** to secure faithful performance of setting monuments as described in the Final Map within one year from the date this of Agreement pursuant to Government Code section 66496.

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

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

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

6.3. Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto" including "hired autos" and "non-owned autos") coverage in an amount not less than $1,000,000 per accident for bodily injury and property damage. If Subdivider has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

6.4. Workers' Compensation coverage for employees shall be maintained as required by the State of California.

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

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

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

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

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

6.8. Insurance Certificate. Subdivider shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City Attorney.

6.9. Substitute Certificates. No later than thirty calendar (30) days prior to the policy expiration date of any insurance policy required by this Agreement, Subdivider shall provide a substitute certificate of insurance.

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

7. PERMITS, LICENSES, AND COMPLIANCE WITH LAW. The Subdivider shall, at the Subdivider's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, the Subdivider shall obtain a City of Tracy Business License. The Subdivider shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

8. TIME OF PERFORMANCE. Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. The Subdivider shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

8.1. Commencement of Work. No later than fifteen (15) days prior to the commencement of Work, the Subdivider shall provide written notice to the City Engineer of the date on which the Subdivider shall commence Work. The Subdivider shall not commence Work until after the notice required by this section is properly provided, and the Subdivider shall not commence Work prior to the date specified in the written notice.

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

8.3. Completion of Work. The Subdivider shall complete all Work by no later than three hundred sixty-five (365) days after the City's execution of this Agreement. If the Work is not completed and accepted by City Council by this date, City Engineer may grant an extension of time if (a) the Subdivider submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) the Subdivider pays all processing fees for such time extension.

8.4. Reversion to Acreage. In the event that the Subdivider fails to commence the Work prior to the date on which completion is due, the Subdivider shall, upon written request by the City, consent to the reversion to acreage of all real property described by the Final Map, and the Subdivider shall bear all costs thereof.

9. INSPECTION BY THE CITY. In order to permit the City to inspect the Work, the Subdivider shall, at all times, provide to the City proper and safe access to the Project site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

10. INSPECTION FEES AND FEE CREDITS. Concurrently with the execution of this Agreement by the Subdivider, and prior to the commencement of any Work, the Subdivider shall pay the City Inspection Fees in the amount of three and one-half percent (3-1/2%) of the estimated Project costs (as approved by the City Engineer).

In the event that the City 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.

11. DEFAULT.

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

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

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

11.2.2. The Subdivider abandons the Project site.

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

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

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

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

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

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

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

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

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

13. WARRANTY PERIOD. The Subdivider shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of the Subdivider under this Agreement, the Subdivider shall be in default.

14. INDEPENDENT CONTRACTOR STATUS. Subdivider is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Subdivider is not City's employee and Subdivider shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Subdivider.

15. OWNERSHIP OF WORK. All original documents prepared by Subdivider for this Agreement shall be given to City upon City's acceptance of the Work; provided, however, ownership of said documents shall be determined in accordance with applicable laws. Prior to acceptance of the Work, the Subdivider shall submit the as-built drawings in Auto-CAD format Release-14 or higher in a compact disc (CD).

16. **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the Subdivider's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.

17. **NOTICES.**

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

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

To Subdivider:
Meritage Homes of California, Inc.
860 Stillwater Road, Suite 200A
West Sacramento, CA 95605
Attn: John Bayless,
VP of Land Development

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

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

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

20. **SEVERABILITY.** In the event, any term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.

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

22. **INDEMNIFICATION.** Subdivider shall indemnify, defend and hold harmless the City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, liabilities, costs and expenses (including court costs and attorney's fees) resulting from or arising out of the performance of the Work by Subdivider or Subdivider's agents, representatives, contractors, subcontractors or employees.

23. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed for this Project. This Agreement supersedes all prior negotiations, representations, or agreements.

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

[remainder of this page intentionally left blank]

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: Adrianne Richardson
Title: CITY CLERK
Date: _____

Approved As To Form:

_____
By: Thomas Watson
Title: CITY ATTORNEY
Date: _____

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

By: _____
Print Name: John D. Bayless
Title: VP, Land Development
Date: 3.21.19

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)

County of Yolo)

On March 21, 2019 before me, Tiffany Thomas, Notary Public,
(here insert name and title of the officer)

personally appeared John Bayless

,

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.

NRO1 TIFFANY S. THOMAS COMM. #2270219 Notary Public - California Yolo County My Comm. Expires Dec. 8, 2022 NRO1

Signature _____ (Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document

titled/for the purpose of _____

_____,

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-Fact
- ☐ Corporate Officer(s) _____ Title(s)

_____

- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing

_____.

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ _____

© Copyright 2007-2017 Notary Rotary, PO Box 41400, Des Moines, IA 50311-0507. All Rights Reserved. Item Number 101772. Please contact your Authorized Reseller to purchase copies of this form.

EXHIBIT "A"
(Legal Description of Property)

EXHIBIT • A •
Page 1 of 1

EXHIBIT "A"

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

Lots "D" as shown on the map of Tract No. 3955, filed September 6, 2018, in Book 43 of Maps and Plats, at Page 50, Official Records of San Joaquin County.

EXHIBIT "B"
(Conditions of Approval)

EXHIBIT "B"

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

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

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

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

A. **Definitions; Abbreviations.**

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

1. "Applicant" means any person, or other legal entity, defined as a "Subdivider" by Section 12.08.010 of the City of Tracy Municipal Code.

2. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director, to perform the duties set forth here. (The Development Services Director is also referred to in the Tracy Municipal Code as the Development and Engineering Services Director.)

3. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Hills Specific Plan, the Tracy Municipal Code, ordinances, resolutions, written policies, written procedures, and the City's Design Documents (including the Standard Plans, Standard Specifications, Design Standards, and relevant Public Facility Master Plans).

4. "Conditions of Approval" or "Conditions" means these conditions of approval.

The following abbreviations may be used in these Conditions:

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

B. Planning Division Conditions of Approval

1. Compliance with laws. The Subdivider shall comply with all laws (federal, state, and local) related to the development of real property within the Project boundaries, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, et seq.), the Subdivision Map Act (Government Code sections 66410, et seq.), the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and the Guidelines for the California Environmental Quality Act (California Administrative Code, title 14, sections 15000, et seq., "CEQA Guidelines").

2. City Regulations. Unless specifically modified by these Conditions of Approval, the Subdivider shall comply with all City Regulations.

3. Mitigation Measures. The Subdivider shall comply with all mitigation measures in the Final Subsequent Environmental Impact Report (EIR) for the Tracy Hills Specific Plan Project (State Clearinghouse No. 2013102053), which was certified by the City Council on April 5, 2016.

4. Notice of protest period. Pursuant to Government Code Section 66020, including Section 66020 (d)(1), the City HEREBY NOTIFIES the Subdivider that the 90-day approval period (in which the Subdivider may protest the imposition of any fees, dedications, reservations, or other exactions that are within the purview of the Mitigation Fee Act [Government Code section 66000 et seq.] ("Exactions") and imposed on this Project by these Conditions of Approval) shall begin on the date of the conditional approval of this Project. If the Subdivider fails to file a protest of the Exactions complying with all of the requirements of Government Code Section 66020 within this 90-day period, the Subdivider will be legally barred from later challenging any of the Exactions. The terms of this paragraph shall not affect any other deadlines or statutes of limitations set forth in the Mitigation Fee Act or other applicable law, or constitute a waiver of any affirmative defenses available to the City.

5. Conformance with Vesting Tentative Subdivision Map. All Final Maps shall be in substantial conformance with the approved Vesting Tentative Subdivision Map (Application Number TSM13-0005), which was date stamped as received by the Development Services Department on February

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

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

As used in these Conditions of Approval:

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

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

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

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

Or

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

(1) Form a Homeowner's Association (HOA) or other maintenance association, with CC&Rs reasonably acceptable to the City, to assume the obligation for the on-going maintenance of all public landscaping areas within the entire tentative subdivision map area;

(2) Cause the HOA to enter into an agreement with the City, in a form to be approved by the City and to be recorded concurrently with the first Final Map, setting forth, among other things, the required maintenance obligations, the standards of maintenance, and all other associated obligation(s) to ensure the long-term maintenance by the HOA of all public landscape areas within the entire tentative subdivision map area;

(3) For each Final Map, make and submit to the City, in a form reasonably acceptable to the City, an irrevocable offer of dedication of all public landscape areas within the Final Map area;

(4) Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), annex into a CFD in a "dormant" capacity, to be triggered if the HOA fails (as determined by the City in its sole and exclusive discretion) to perform the required level of public landscape maintenance. The dormant tax or assessment shall be disclosed to all homebuyers and non-residential property owners, even during the dormant period.

Or

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

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

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

Or

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

8. Land-Locked Parcels. No land-locked parcels shall result from this Vesting Tentative Subdivision Map, including but not limited to the parcels known as the Integral parcel (formerly the Ferry parcel) and the Sellick parcel.

a. With the approval of a Final Map that includes any lot or parcel adjacent to the Integral parcel (Assessor's Parcel Number 253-020-08, formerly the Ferry parcel), the Subdivider shall record an access easement between the public right-of-way and the Integral parcel, as shown on the Vesting Tentative Subdivision Map, to the satisfaction of the Development Services Director. The access easement shall have a minimum width of 20 feet and shall grant continuous access to and from the public right-of-way, across the Subdivider's property, for the benefit of the owner of the Integral parcel.

b. With the approval of a Final Map that includes any lot or parcel adjacent to the Sellick parcel (Assessor's Parcel Number 253-020-10), the Subdivider shall record an access easement between the public right-of-way and the Sellick parcel, as shown on the Vesting Tentative Subdivision Map, to the satisfaction of the Development Services Director. The access easement shall have a minimum width of 20 feet and shall grant continuous access to and from the public

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

9. Parks. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the property, which stipulates the following:

   a. Within one year following final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the first neighborhood park shall be completed and accepted by the City. If the first neighborhood park is not completed and accepted by the City within one year following final inspection or occupancy of the first dwelling, no further building permits shall be issued until the first neighborhood park is completed and accepted by the City; and

   b. Before final inspection or occupancy of the 750th dwelling, the second neighborhood park shall be completed and accepted by the City; and

   c. Before final inspection or occupancy of the 1,000th dwelling, the third neighborhood park shall be completed and accepted by the City.

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

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

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

13. Public Services. Before approval of the first Final Map, the Subdivider shall do one of the following, subject to the approval of the Administrative Services Director:

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

    Or

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

14. Utilities in Roundabouts. All three roundabouts shown on the approved Vesting Tentative Subdivision Map for Tracy Hills Phase 1A shall be designed and constructed in such a manner that no utility lines intersect a 30-foot radius from the center of each roundabout in order to allow sufficient space for the planting and mature growth of the oak trees (three per roundabout), which are conceptually depicted in the Tracy Hills Specific Plan. The Subdivider shall submit Improvement Plans that demonstrate compliance with this condition, to the satisfaction of the Development Services Director.

15. Building and Fire. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates the following, to the satisfaction of the Chief Building & Fire Code Official:

a. Before issuance of any building permits, the Subdivider shall provide Fire Department access to the Property in compliance with all provisions of Section 503 of the California Fire Code, to the satisfaction of the Chief Building & Fire Code Official.

b. Before issuance of any building permits (except for up to fifteen model homes), the Subdivider shall provide a fire protection water supply in compliance with all provisions of Section 507 of the California Fire Code, to the satisfaction of the Chief Building & Fire Code Official.

c. Before issuance of any building permits for model homes, the Subdivider shall comply with the following requirements:

(1) In lieu of active hydrants onsite, a static water storage supply shall be provided in compliance with NFPA 1142, to the satisfaction of the Chief Building & Fire Code Official. The volume of water shall be based on the total cubic footage of all structures plus a 1.5 exposure coefficient.

(2) A separate static water supply shall be provided for each group of model homes throughout the subdivision, to the satisfaction of the Chief Building & Fire Code Official.

(3) Fire Department access to and from the static water supplies shall be provided, to the satisfaction of the Chief Building & Fire Code Official.

d. Before issuance of the first building permit (except for up to fifteen model homes), the Subdivider shall construct an all-weather, emergency vehicle access to the westerly terminus of the Phase 1A Spine Road. The emergency vehicle access shall be available to Police, Fire, and other necessary and relevant emergency responders. The design, location, and maintenance of the access shall meet City standards, to the satisfaction of the Fire Chief. The access shall be continuously maintained by the Subdivider until permanent access is developed and accepted for maintenance by the City.

e. Whenever 50 or more homes are under construction at the same time, the Subdivider shall provide an onsite trailer for the exclusive use of City inspection staff. The inspection trailer shall have a minimum size of 8' x 20' and be equipped with HVAC and basic furnishings, to the satisfaction of the Chief Building & Fire Code Official.

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

C. Engineering Division Conditions of Approval

C.1. General Conditions

C.1.1 Subdivider shall comply with the applicable requirements of the approved documents, technical analyses/reports prepared for the Project listed as follows:

a) *Tracy Hills Specific Plan* approved by City Council by Resolution 2016-062 dated April 5, 2016 and any amendments thereto.

b) *Tracy Hills Specific Plan Recirculated Draft Subsequent Environmental Impact Report,* Volume I; Section 4.13-Traffic and Circulation, prepared by Kimley-Horn Associates, dated October 2015, and

Traffic Analysis of Tracy Hills Specific Plan Area- Phase 1a Residential Units and School Only Analysis, prepared by Kimley-Horn, Associates, dated April 27 2015. *("Traffic Analysis)*

c) *Tracy Hills Phase 1A and 1B Sanitary Sewer Study Technical Memorandum* prepared by Ruggeri-Jensen-Azar, dated December 12, 2013 ("*Sanitary Sewer Study*") and reviewed by CH2M Hill.

d) *Tracy Hills Water Study Technical Memorandum* prepared by Ruggeri-Jensen-Azar, dated December 5, 2014 ("*Water Study*") and reviewed by West Yost Associates.

e) *Tracy Hills Storm Drainage Master Plan* prepared by Ruggeri-Jensen-Azar, dated November 2013 ("*Storm Drainage Master Plan*") and reviewed by Stormwater Consulting, Inc.

f) *Tier 2 Storm Drainage Study for Tracy Hills Phase 1A,* prepared by Ruggeri-Jensen-Azar, dated July 2015 ("*Tier 2 Storm Drainage Study*") and reviewed by Stormwater Consulting, Inc.

g) *Citywide Water System Master Plan* dated December 2012, prepared by West Yost Associates.

h) *Plan Line Study – Corral Hollow Road prepared by Ruggeri-Jensen-Azar* ("*Corral Hollow Road Plan Line*") reviewed by the City Engineer.

i) Any *Finance Implementation Plan* ("*FIP*"), as described in Section 10.20.060(b)(3)(B) of the Tracy Municipal Code, that is approved by the City Council for the property described in the Tracy Hills Phase 1A Vesting Tentative Subdivision Map, Application No. TSM13-0005.

j) *Liquid Petroleum Pipeline Risk and California Aqueduct Flood Risk for the Proposed Tracy Hills School Site, Jefferson School District, City of Tracy, San Joaquin County, California* prepared by Wilson Geosciences, Inc. dated May 2013.

k) *Pipeline Safety Hazard Assessment, Tracy Hills Specific Plan* prepared by Place Works dated September 2014.

C.1.2 Subdivider shall comply with the requirements of the Development Agreement, approved by City Council on April 19, 2016, by Ordinance No. 1213 (hereafter, the "Development Agreement"),

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

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

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

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

OR

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

C.2. Improvement Plans

C.2.1 General.
The Subdivider shall complete the Improvement Plans to comply with all applicable laws, including the City Regulations (defined above) and these Conditions of Approval. Improvement Plans shall contain the design, construction details and specifications of improvements that is/are required to serve the Project. The Improvement Plans shall be drawn on a 24" x 36" size 4-mil thick polyester film (mylar) and shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

C.2.2 Site Grading

C.2.2.1 Erosion Control
Improvement Plans shall specify the method of erosion control to be employed and materials to be used.

C.2.2.2 Grading and Drainage Plans
Submit a Grading and Drainage Plan prepared by a Registered Civil Engineer and accompanied by the Project's Geo-technical /Soils Engineering report. The report shall provide recommendations regarding adequacy of the site relative to the stability of soils such as soil types and classification, percolation rate, soil bearing capacity, highest observed ground water elevation, and others.

C.2.2.3 When the grade differential between the Project site and the adjacent property(s) exceeds 12 inches, a reinforced or masonry block wall, engineered slope, or engineered retaining wall is required for retaining soil. The Subdivider shall submit Retaining Wall Plans that includes the construction detail(s) and structural calculations of the

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

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

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

C.2.3. Grading Permit

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

C.2.4. Storm Drainage

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

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

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

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

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

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

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

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

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

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

education measures regarding the damaging effects of pollutants to water quality may also be implemented.

C.2.4.7 All Storm Water structural and construction details that are not part of the City Standard Plans or City Design Standards shall be provided by the Subdivider and submitted to the City for approval as part of the improvement plans.

C.2.4.8 Subdivider shall dedicate appropriate easements and execute a maintenance agreement with the City to address maintenance, liability, permit compliance, and related items for Parcel E, to be owned and maintained by the HOA while the storm drainage system (72" pipe and associated facilities) will be owned and maintained by the City.

C.2.4.9 Subdivider shall coordinate with Police and Fire departments for safety measures to be incorporated in the improvement plans for the back alley/corridor shown as Parcel VV and Parcel XX which may include alley lighting and other improvements. These measures will be part of the improvement plans that include construction of facilities within these parcels.

C.2.4.10 All storm drainage retention basins/facilities, including Percolation Basin D, shall be contained within storm drainage parcels suitable for dedication to the City of Tracy. This basin shall be provided with appropriate fencing with warning signs as approved by the City Engineer, access roadways to and from public roadways and access roadways into the ponds for maintenance purposes. All storm drainage inlets into this basin shall have inlet structures with design acceptable to the City of Tracy.

C.2.4.11 Install a forebay in the bottom of RET D to collect and accumulate sediments and pollutants and facilitate future maintenance activities. The forebay shall be sized to hold 0.25 inches of runoff per impervious acre of the contributing watershed. Based on data regarding the storage requirements for RET D provided in the Tracy Hills Storm Drainage Master Plan and the Tier 2 Storm Drainage Study, the recommended volume for the forebay shall be 5 ac-ft. The forebay shall be linear and connect all three proposed pipe discharges into the basin. The forebay may be created by providing a berm (20-foot top width recommended) in the bottom of the basin. A stabilized spillway shall be provided across the berm to allow runoff entering the forebay to spill into the larger bottom area of the basin when the forebay storage exceeds 5 ac-ft. The spillway shall be sized to pass the

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

C.2.4.12 Fixed vertical sediment depth markers shall be installed near discharge points into the forebay for RET D to assist with measurements of sediment deposition over time and future assessments of the need for maintenance activities.

C.2.4.13 All storm drainage facilities that run along the northerly boundary of Project, as part of the project on-site storm drainage collection system not located within Spine Road shall be located within a 20' wide utility maintenance easement. Subdivider shall provide access points for City maintenance vehicles.

C.2.4.14 Subdivider shall show adequate detail of the common storm drainage/sanitary sewer easement between Court 3M and Court 5L, between Court 3M and Spine Road, and easement between Street 6K and Parcel J. Details should show the dimensions of this easement, that this easement will be paved, show clearances to existing 16" oil line, and whether this easement will be gated or fenced off. This information shall be shown on the project Improvement plans for the respective neighborhood, and shall be approved by the City Engineer before Improvement Plan approval.

C.2.5. Sanitary Sewer

C.2.5.1 All sanitary sewer lines and associated improvements shall be designed and installed per the Sanitary Sewer Study and City Regulations. Before approval of Final Map(s) for the Project, Subdivider shall submit improvement plans and obtain approval for the plans for all on-site sewer improvements.

C.2.5.2 As referenced in Conditions C.2.5. and C.2.6, the terms "Program Funded City CIP Costs" and "Non-Program Funded Subdivider CIP Costs" shall mean the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

C.2.5.7 No final inspection of any residential building will be performed or certificate of occupancy for commercial building will be issued, with the exception of Model Homes, until the improvements listed in Conditions C.2.5.4 through C.2.5.6 are completed and functional, as determined by the City Engineer.

C.2.5.8 The Subdivider is hereby notified that the City has limited wastewater treatment capacity in the City's Wastewater Treatment Plant until current and future expansion capital improvement projects are completed and operational. As of January 2015, the City had an unused capacity of approximately 4200 EDU's within its wastewater treatment plant available to new development within the City on a first-come-first-served basis. These EDU's are currently available to serve the proposed project, but as other development projects within the City come forward and building permits are issued, this remaining capacity will be reduced.

C.2.5.9 Prior to the City's approval of the first Final Map within Project, the Subdivider shall dedicate to the City utility maintenance easements necessary for all sanitary sewer lines (gravity or force mains). All requirements relating to the access and maintenance by the Utilities Department and Public Works Department shall be incorporated into the improvement plans.

C.2.5.10 Subdivider is to coordinate with Utilities Department and Public Works Department for providing access to Sanitary Sewer Pump Station during the initial phases of construction when public streets are in construction.

C.2.6. Water Distribution System

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

shall be designed and installed per City Regulations.

C.2.6.2 During the construction phases of the Project, the Subdivider shall be responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the City of Tracy Fire Code Official.

C.2.6.3 Prior to approval of each Final Map, the Subdivider shall submit calculations and improvement plans as required by the Fire Department and the City Engineer, and obtain a letter from the Fire Code Official that the fire flow parameters per Tracy Design Standards Section 6.02 are met for the phased construction of water lines to the satisfaction of the City of Tracy Fire Code Official.

C.2.6.4 The Subdivider shall complete design and construction of an at-grade water storage tank with a holding capacity of at least 3.5 MG (million gallons) and a booster pump station equipped with pumps that meets required domestic water and fire demand pumping capacity. These improvements are required to be complete, in place and operational before the final inspection of the 301st residential building within the Project.

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

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

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

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

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

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

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

C.2.6.7 If the at-grade storage tank and booster pump station is not completed before final inspection of the structure that is the subject of the 100th building permit and subsequently before final inspection of 150th, 200th, and 250th building permits, the Subdivider shall demonstrate to the satisfaction of the City Engineer and Fire Code Official that required domestic and fire flow and water pressure are met by performing flow and pressure field tests.

C.2.6.8 The onsite Recycled Water Transmission mains are required to serve the Project. As part of the onsite improvements for the Project, the Subdivider shall install an 8-in Recycled Water main with the Spine Road improvements

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

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

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

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

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

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

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

C.2.6.10 In the event the Subdivider opts to construct the Off-site Water Line Improvements, the Subdivider shall enter into an OIA with the City and post improvement security in the amounts and form in accordance with section 12.36.080 of the TMC, and as required by these Conditions, prior to the approval of the first final map of any residential neighborhood, or issuance of building permit for the first commercial building, whichever occurs first. The Subdivider shall submit the signed and notarized OIA with the necessary improvement security, before starting the installation of water lines.

C.2.6.11 Any public improvements required to be installed within the jurisdiction of the San Joaquin County (County) will require Subdivider to obtain an encroachment permit from the County. The Subdivider shall pay all permit and inspection fees associated with the construction of improvements within the County.

C.2.6.12 For all program and non-program Off-site Water Line Improvements that the Subdivider opts to construct, the Subdivider shall be responsible for notifying residents, business owner(s) and users, regarding construction work that involves traffic re-routing or other traffic related and access impacts to the existing residents and businesses. The Subdivider shall deliver the written notice, after approval by the City Engineer, to the affected residents or business owner(s) at least 72 hours before start of work. Before starting the work described in this section, the

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

C.2.6.13 Domestic and Irrigation Water Services – The HOA will be responsible for the repair and maintenance of all valves, fittings on services related to all street right-of-way landscaping, and for all parcels to be owned by HOA and all HOA easements.

C.2.6.14 Where pressures at individual water services will be 80 psi or more, the Subdivider shall provide pressure reducing valves at the location approved by the City Engineer. The design operation of the individual pressure reducing valves for services shall be subject to approval by the Building Official.

C.2.6.15 Fire Service Line – The Subdivider shall design and install fire hydrants at the locations approved by the City's Fire Safety Officer and Chief Building Official. Before the approval of the Improvement Plans, the Subdivider shall obtain written approval from the City's Fire Safety Officer and Chief Building Official, for the design, location and construction details of the fire service connections to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.

C.2.6.16 In the event any additional right-of-ways and easements (temporary and/or permanent) including construction easements are required for program and non-program water and sewer line improvements, the Subdivider shall acquire such right(s)-of-way and easement(s), at the sub divider's sole cost and expense, prior to start of construction whether the Subdivider opts to construct such improvements or not.

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

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

C.2.7. Street Improvements

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

C.2.7.2 Corral Hollow Road Right of Way

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

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

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

C.2.7.3 Corral Hollow Road Improvements (Project Frontage)

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

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

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

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

C.2.7.4 In order to guarantee completion of the Corral Hollow Road Improvements, the Subdivider shall enter into an improvement agreement (SIA or OIA) and post an improvement security in the amounts and form in accordance with section 12.36.080 of the TMC and as required by these Conditions of Approval. The Subdivider shall submit the signed and notarized OIA with the necessary improvement security before approval of the first Final Map within the Project.

C.2.7.5 For any Corral Hollow Road Improvements considered frontage improvements (such as Subdivider's Frontage Obligation per the CRMP and landscape improvements behind the curb) and improvements within Caltrans right-of-way at I-580/Corral Hollow Road interchange that are not constructed or security posted with OIA at the time of

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- School driveways are located directly opposite proposed streets entering the residential neighborhood to maximize traffic and student safety.

- 10' concrete Pedestrian and bicycle paths, sidewalks, and crosswalks are provided.

- A Safe Routes to School Program (SRTS) is initiated in coordination with the School District for the Phase 1a school site. The SRTS Program shall be funded and developed by the Subdivider. The SRTS Program shall be developed when the School District applies for an Encroachment Permit from the City.

- The Subdivider shall fund the development of a Traffic Management Plan to the satisfaction of the City Engineer, the Police Department, and the Jefferson School District for the interim conditions when additional traffic would be generated to the interim school adjacent to the Tracy Hills Elementary School. The Traffic Management Plan shall be implemented when the temporary school building opens up for attendance and the first student from Tracy Hills attends the school(s).

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

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

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

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

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

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

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

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

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

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

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

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

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

C.2.7.15 The Subdivider shall execute Grant of Easement documents for the Emergency Vehicle Access Easement at the time of approval of the first Final Map.

C.2.7.16 Prior to final inspection or certificate of occupancy for the 289th residential unit within the Project, a fire station and all related equipment shall be constructed and operational to serve Tracy Hills in accordance with the Citywide Public Safety Master Plan.

C.2.7.17 All intersections shall be designed to accommodate fire truck movements as required by the Fire Department.

C.2.7.18 Subdivider must provide and verify sight distances, where applicable, with regard to reverse lots and fence placements as required by the City Engineer.

C.2.8 Mini/Neighborhood and Community Parks

C.2.8.1 The Subdivider shall offer for dedication Parcels "A", "B" and "C" for park purposes on the Final Map that corresponds to the timing of completion of respective parks as identified in Planning's Conditions. The Subdivider shall design and construct the neighborhood park improvements consistent with the Tracy Hills Specific Plan and City Regulations. The Subdivider shall be eligible for neighborhood/mini park fee credits in accordance with the PI&RA and Title 13 of the TMC.

C.2.8.2 The Subdivider shall submit park improvement plans, signed and notarized improvement agreement ("Park Improvement and Reimbursement Agreement" or "PI&RA"), and Improvement Security in the amount and type specified in the City Regulations at the time of approval of the Final Map that corresponds to the timing of completion of the neighborhood park improvements specified in Planning Division's Conditions of Approval.

C.2.8.3 Before issuance of the first residential building permit (excluding model homes), the Subdivider shall submit park design alternatives for review by the City to determine the Phillips 66 pipeline impacts and overall grading over the future construction and use of Parks 1 & 2. The Subdivider's design engineer will be responsible for providing grading designs that will demonstrate that the proposed mass grading will facilitate park improvements construction without the requirement of major regrading or retaining walls.

C.2.9. Public Utility Easements

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

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

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

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

C.2.10 Phillip 66 Oil Pipeline Easement and Facilities

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

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

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

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

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

C.3. Final Map

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

C.3.1 Subdivider has submitted one reproducible (mylar) copy of the approved tentative subdivision map for the Project after Subdivider's receipt of a notification of approval of the Tentative Subdivision Map. The signature of the owner of the Property on the Tentative Subdivision Map shall indicate the owner's consent to the preparation of the Tentative Subdivision Map and the proposed subdivision of the Property.

C.3.2 Each Final Map is prepared in accordance with the applicable requirements of the Tracy Municipal Code, these Conditions of Approval, all other applicable City Regulations, and in substantial conformance with the Tentative Subdivision Map.

C.3.3 Each Final Map includes and shows offer(s) of dedication of all right(s)-of-way and/or temporary or permanent easement(s) required by the Improvement Plans and Final Map, in accordance with City Regulations and these Conditions. If construction easement(s) is/are shown, it/they shall indicate the termination date of the construction easement(s).

C.3.4 Horizontal and vertical control for the Project shall be based upon the City of Tracy coordinate system and at least three 2nd order Class 1 control points establishing the "Basis of Bearing" and shown as such on the Final Map. The Final Map shall also identify surveyed ties from

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

C.3.5 Subdivider has submitted a signed and stamped Engineer's Estimate that show construction cost of subdivision improvements that are described in Conditions C.2 above plus10% for construction contingencies.

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

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

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

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

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

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

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

C.3.8 Subdivider has paid engineering review fees including improvement plan checking, final map review, agreement processing, and all other fees required by these Conditions of Approval and City Regulations.

C.3.9 Subdivider has submitted technical or materials specifications, cost estimate, and technical reports related to the design of improvements that are shown on the Improvement Plans and as required by these Conditions.

C.3.10 Subdivider has submitted hydrologic and storm drainage calculations for the design and sizing of in-tract storm drainage pipes located within the Project.

C.3.11 Subdivider has submitted signed and stamped Improvement Plans as required in Condition C.2 above.

C.4. Grading and Encroachment Permit

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

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

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

C.4.3 Three sets of the Storm Water Pollution Prevention Plan (SWPPP) identical to the reports submitted to the State Water Quality Control Board (SWQCB) and any documentation or written approvals from the SWQCB including a copy of the Notice of Intent (NOI) with the state-issued Wastewater Discharge Identification number (WDID). After the completion of the Project, the Subdivider is responsible for filing the Notice of Termination (NOT) required by SWQCB, and shall provide the City, a copy of the completed Notice of Termination.

C.4.4 Cost of preparing the SWPPP, NOI and NOT including the annual storm drainage fees and the filing fees of the NOI and NOT shall be paid by the Subdivider. The Subdivider shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the Storm Water Regulations adopted by the City in 2008 and any subsequent amendment(s), and the City Regulations.

C.4.5 Two sets of the Project's Geotechnical Report signed and stamped by a licensed Geo-technical Engineer licensed to practice in the State of California. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, percolation rate, roadway section construction recommendations and elevation of the highest observed groundwater level.

C.4.6 A copy of the Approved Fugitive Dust and Emissions Control Plan that meets San Joaquin Valley Air Pollution Control District (SJVAPCD) as required in Mitigation Monitoring and Reporting Program of the Tracy Hills Specific Plan Final Environmental Impact Report (TH-EIR).

C.4.7 Two sets of Hydrologic and Storm Drainage Calculations for the design of the on-site storm drainage system and for determining the size of the project's storm drainage connection.

C.4.8 Reasonable written permission from irrigation district or affected owner(s), if applicable as required in Condition C.2.2.5, above. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.

C.4.9 Written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), if applicable. All existing on-site wells, if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. The Subdivider shall be responsible for all costs associated with the abandonment or removal of the existing well(s) including the cost of permit(s) and inspection.

C.4.10 Improvement Plans prepared on a 24" x 36" size 4-mil thick polyester film (mylar) that incorporate all the requirements described in these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

C.4.11 Two sets of structural calculations for drainage structures and retaining walls within street right-of-way and retention basins signed and stamped by a Structural Engineer licensed in the State of California.

C.4.12 Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

C.4.13 Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA.

C.4.14 Signed and notarized Deferred Improvement Agreement (DIA) and Improvement Security, to allow deferment of completion of

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

C.4.15 Check payment for the applicable engineering review fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable fees as required by these Conditions of Approval. The engineering review fees will be calculated based on the fee rate adopted by the City Council on April 15, 2014, per Resolution 2014-059.

C.4.16 Traffic Control Plan for each phase signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California.

C.4.17 As required per Mitigation Measure 4.8-2a of the EIR, the Subdivider shall submit, prior to issuance of grading permits, a Phase II ESA focused on soil sampling and/or soil vapor sampling conducted near the location of the underground crude oil pipelines, as determined by a qualified Phase II/Site Characterization specialist.

C.4.18 As required per Mitigation Measure 4.8-2b of the EIR, prior to issuance of grading permits, the Subdivider shall work with Conoco Phillips to implement and observe a site damage prevention plan to the satisfaction of the City of Tracy Engineering Division.

C.5. Building Permit

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

C.5.1 Check payment of the applicable City Wide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park Development Impact Fees (adopted by Resolution 2014-010) as these relate to the Project and as required by these Conditions of Approval.

C.5.2 Check payment of applicable Regional Transportation Impact Fees (RTIF) as required in the Mitigation Monitoring and Reporting Program of the Final Environmental Impact Report and these Conditions of Approval.

C.5.3 Check payment of any applicable Agricultural Conversion or Mitigation Fee as required in Chapter 13.28 of the Tracy Municipal Code and the Mitigation Monitoring and Reporting Program of Tracy Hills Final Environmental Impact Report and these Conditions of Approval.

C.5.4 Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC.

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

C.6. Final Building Inspection

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

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

C.6.2 The Subdivider shall pay a fair share towards the cost of constructing the interim improvements at the Lammers Road/Old Schulte Road intersection, as determined by the City Engineer.

C.7. Temporary or Final Building Certificate of Occupancy

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

C.7.1 The Subdivider has satisfied all the requirements set forth in these Conditions of Approval.

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

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

C.8. Acceptance of Public Improvements

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

C.8.1 All the public improvements shown on the Improvement Plans are completed and all the deficiencies listed in the deficiency report prepared by the assigned Engineering Inspector are all corrected.

C.8.2 Subdivider has completed the 90-day public landscaping maintenance period.

C.8.3 Subdivider has submitted Certified "As-Built" Improvement Plans (or Record Drawings). Upon completion of the construction by the Subdivider, the City shall temporarily release the originals of the Improvement Plans to the Subdivider so that the Subdivider will be able to document revisions to show the "As Built" configuration of all improvements.

C.8.4 Signed and notarized Grant Deed(s) with legal description(s) and plat maps for the offer of dedication of right-of-way, and Grant of Easements as required per these Conditions of Approval and City Regulations, or dedications shown on the Final Map.

C.9. Release of Improvement Security

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

C.10. Special Conditions

C.10.1. All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with City Regulations, except as otherwise specifically approved in the Tracy Hills Specific Plan.

C.10.2 When street cuts are made for installation of utilities, the Subdivider is required to install 2 inches thick asphalt concrete overlay with reinforcing fabric at least 25 feet from all sides and for the entire length of the utility trench. A 2 inches deep grind on the existing asphalt concrete pavement will be required where the asphalt concrete overlay will be applied and shall be uniform thickness in

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

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

C.10.4. Benefit District – The Subdivider may make a written request to the City for the formation of a Benefit District, before the approval of the final map and improvement plans for the public facility(s) considered to be oversized that benefits other property(s) or development(s). Reimbursement request(s) will be processed in accordance with TMC Chapter 12.60.

C.10.5. Nothing contained in these Conditions shall be construed to permit any violation of City Regulations. Subject, however, to City Regulations, this Condition does not preclude the City from requiring pertinent revisions and additional requirements to the final map, improvement agreements, and improvement plans, before the City Engineer's signature on the final map and improvement plans, if the City Engineer finds it necessary due to public health and safety reasons. (Government Code section 66498.6.) The Subdivider shall bear all the cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

EXHIBIT "C"
(Location Map)

EXHIBIT "C"
Page 1 of 1

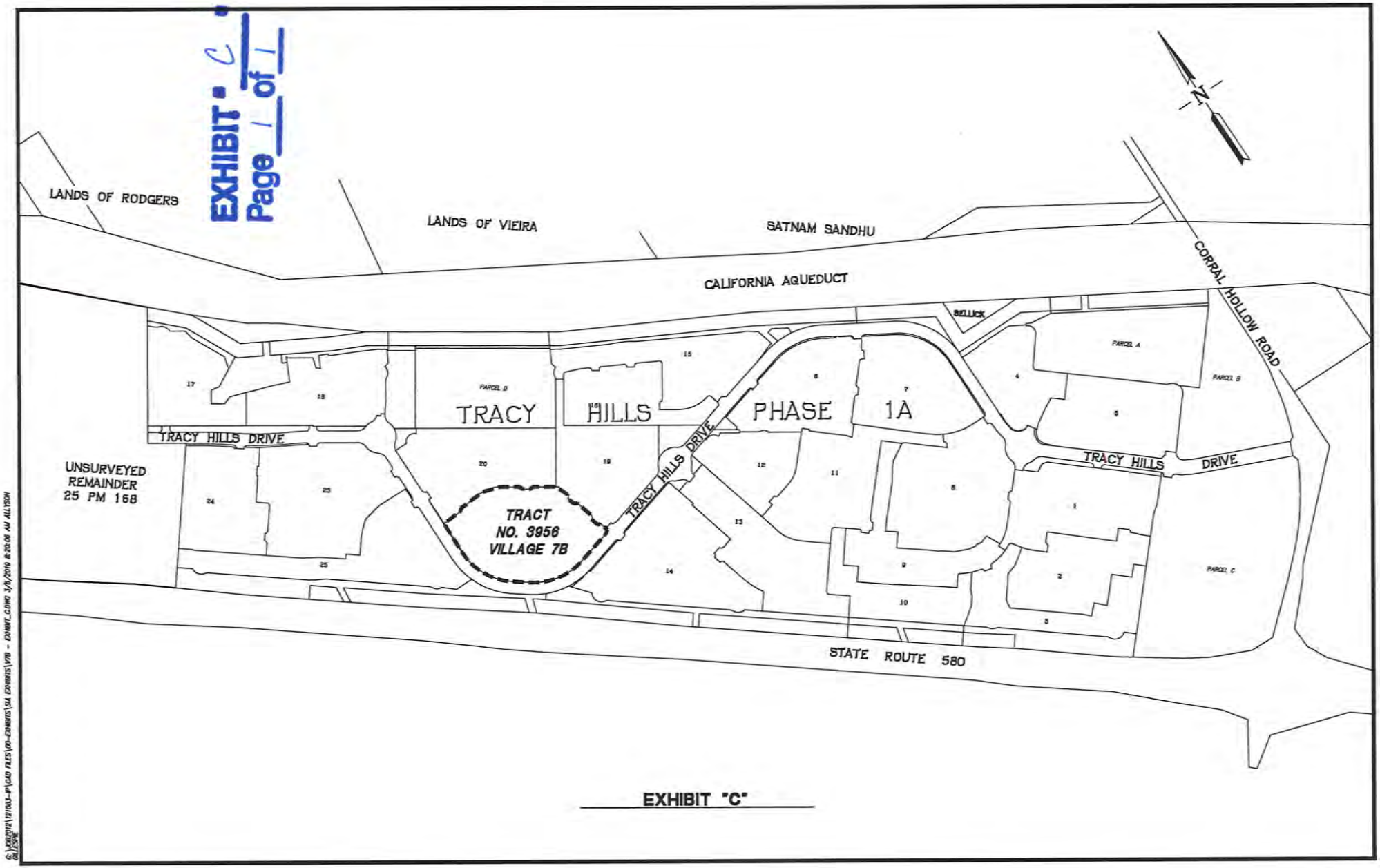


EXHIBIT "C"

G:\2002\12100S-P\CAD FILES\00-EXHIBITS\SA EXHIBITS\VTR - EXHIBIT_C.DWG 3/8/2019 8:20:06 AM ALLYSON ALLYSON

RESOLUTION 2019-_____

APPROVING THE FINAL SUBDIVISION MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 3956, TRACY HILLS VILLAGE 7B, AND AUTHORIZING THE CITY CLERK TO FILE THE AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

WHEREAS, A Small-Lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1A, Tract 3788 (VTSM), with approximately 1,160 single-family residential lots, an approximately 50 acre mixed-use business park/commercial retail area, three public parks, school site, and numerous other HOA owned and maintained parcels, was approved by Tracy City Council on April 5, 2016, pursuant to Resolution No. 2016-066, and

WHEREAS, The Final Subdivision Map for Tract 3956, Tracy Hills Village 7B, consists of 91 single-family residential lots within the boundaries of the aforementioned approximately 1,160 lot Tracy Hills Phase 1A project, and

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

WHEREAS, The Improvement Plans, Specifications, and Cost Estimates for the required improvements have been prepared on behalf of the Subdivider, and approved by the City Engineer, and

WHEREAS, The Subdivision Improvement Agreement (SIA) addresses construction of Tostalinda Drive, Reyva Dhillon Lane and Paver Court, and other in-tract improvements associated with the 91 lots that will be developed by the Subdivider as part of Tracy Hills Village 7B, and

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

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

WHEREAS, The 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 Final Subdivision Map and Subdivision Improvement Agreement for Tract 3956, Tracy Hills Village7B, and authorizes the City Clerk to file the Subdivision Improvement 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 16th of April, 2019, by the following vote:

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

April 16, 2019

AGENDA ITEM 1.J

REQUEST

CONFIRMATION OF MATTERS RELATED TO ANNEXATION OF PROPERTY INTO IMPROVEMENT AREA NO. 2 OF THE CITY OF TRACY COMMUNITY FACILITIES DISTRICT NO. 2016-2 (ECFD) AND DIRECTION TO RECORD A CONSOLIDATED BOUNDARY MAP

EXECUTIVE SUMMARY

On February 7, 2017, pursuant to the Mello-Roos Act Community Facilities Act of 1982 (Mello-Roos Act), Council approved Resolution No. 2017-021 (Resolution of Formation), which Resolution of Formation established Community Facilities District No. 2016-2 (ECFD) (CFD), an Improvement Area No. 1 within the CFD (Improvement Area No. 1) and a Future Annexation Area for the CFD.

The purpose of the CFD is to provide special tax financing for public infrastructure for the Ellis Project (Project) and certain ongoing public services.

The Mello-Roos Act allows for annexation of property from the Future Annexation Area into the CFD by unanimous approval of the property owner. The Resolution of Formation established a process for annexation of property from the Future Annexation Area into the CFD without further Council action.

The property owner in this case, Woodside 05N, LP (Property Owner), has executed a unanimous approval to annex its property (Annexation Property) into a new improvement area in the CFD entitled "Improvement Area No. 2 of the City of Tracy Community Facilities District No. 2016-2 (ECFD)" (Improvement Area No. 2). The Unanimous Approval is attached as Attachment B.

Tonight, the Council is asked (1) to confirm the annexation of property and related matters, and (2) to direct recordation of a consolidated boundary map which shows the complete boundaries of the CFD, Improvement Area No. 1, Improvement Area No. 2 and the Future Annexation Area.

DISCUSSION

CFD FORMATION; RESOLUTION OF FORMATION; RESOLUTION OF NECESSITY

On February 7, 2017, Council adopted the Resolution of Formation which (i) established the CFD, Improvement Area No. 1 and the Future Annexation Area, (ii) authorized the levy of a special tax on property within Improvement Area No. 1 and (iii) preliminarily established an appropriations limit for Improvement Area No. 1. The boundaries of the CFD, Improvement Area No. 1 and the Future Annexation Area are set forth in the boundary map recorded on January 4, 2017 (Original Boundary Map).

On February 7, 2017, Council also adopted its Resolution No. 2017-022 (Resolution of Necessity), which determined the necessity to incur bonded indebtedness and other

debt (as defined in the Mello-Roos Act) for the CFD in the aggregate principal amount of $53,000,000 with respect to those portions of the CFD that are not included in Improvement Area No. 1 (Non-Improvement Area No. 1 Indebtedness Limit).

ANNEXATION PROCEDURE UNDER THE MELLO-ROOS ACT AND THE CFD RESOLUTION OF FORMATION

Annexation from the Future Annexation Area by Unanimous Approval. In the Resolution of Formation, consistent with the Mello-Roos Act, Council resolved that parcels within the Future Annexation Area can be annexed to the CFD with the unanimous approval of the owner of each parcel (Unanimous Approval) at the time that parcel is annexed, without any requirement for further public hearings or additional proceedings.

Designation of a New Improvement Area and Related Matters. The Mello-Roos Act allows Council to designate a parcel or parcels as an improvement area within the community facilities district as long as the designation of a parcel or parcels as an improvement area is specified and approved by the Unanimous Approval. No additional hearings or procedures are required. Accordingly, in the Resolution of Formation, Council provided that property within the Future Annexation Area may be annexed into the CFD as its own improvement area (Future Improvement Area) or to an existing improvement area.

In the Resolution of Formation and the Resolution of Necessity, Council further provided that, in connection with an annexation of property into a Future Improvement Area, the following would be identified and approved in the Unanimous Approval and then implemented and completed without the need for Council approval as long as certain conditions are met:

A. the maximum amount of bonded indebtedness and other debt for such improvement area;

B. the rate and method of apportionment of special tax for such improvement area; and

C. the appropriations limit for such improvement area.

UNANIMOUS APPROVAL FROM THE PROPERTY OWNER

Council has been provided with a Unanimous Approval executed by the Property Owner for the Annexation Property. The Unanimous Approval for the Annexation Property identifies, specifies and approves the annexation of the Annexation Property to the CFD as Improvement Area No. 2. Staff has confirmed that the conditions established by Council in the Resolution of Formation for annexation of the Annexation Property into Improvement Area No. 2 without City Council approval have been met.

Under the Mello-Roos Act, a Unanimous Approval constitutes the vote of the Property Owner for purposes of the California Constitution. Accordingly, the Unanimous Approval declares the Property Owner's vote for the following matters:

A. Improvement Area No. 2 Maximum Bonded Indebtedness Limit

The Unanimous Approval approves a maximum principal amount of bonded indebtedness and other debt for Improvement Area No. 2 of $16,000,000.

In the Resolution of Necessity, Council provided that the maximum indebtedness of a Future Improvement Area will be subtracted from the Non-Improvement Area No. 1 Indebtedness Limit. As a result of subtracting $16,000,000 from the initial Non-Improvement Area No. 1 Indebtedness Limit ($53,000,000), the remaining Non-Improvement Area No. 1 Indebtedness Limit that will be available for Future Improvement Areas will be $37,000,000.

B. Improvement Area No. 2 Rate and Method

The Unanimous Approval approves the levy of special taxes on the taxable property in Improvement Area No. 2 in accordance with the rate and method of apportionment for Improvement Area No. 2 in the form attached to the Unanimous Approval as Exhibit B. The rate and method is also attached to the Resolution as Exhibit A.

In Ordinance 1230 adopted by Council on February 21, 2017, Council previously authorized and levied special taxes on any parcels in the Future Annexation Area that are annexed into a Future Improvement Area at the rate and in accordance with the formula set forth in a Unanimous Approval.

C. Improvement Area No. 2 Appropriations Limit

The Unanimous Approval approves an annual appropriations limit for Improvement Area No. 2 of $16,000,000.

REQUESTED ACTION

Tonight, Council will be asked to do the following:

1. ***Annexation into Improvement Area No. 2***. Confirm that the Annexation Property has been added to the CFD and is designated "Improvement Area No. 2 of the City of Tracy Community Facilities District No. 2016-2 (ECFD)."

2. ***Improvement Area No. 2 Indebtedness Limit***. Confirm that the maximum aggregate principal amount of bonds and other debt for Improvement Area No. 2 is $16,000,000 and that, as a result of subtracting $16,000,000 from the initial Non-Improvement Area No. 1 Indebtedness Limit of $53,000,00, the remaining Non-Improvement Area No. 1 Indebtedness Limit is $37,000,000.

3. ***Improvement Area No. 2 Rate and Method***. Confirm that the rate and method of apportionment of the Special Tax for Improvement Area No. 2 are shown in Exhibit A to the Resolution.

4. ***Improvement Area No. 2 Appropriations Limit***. Confirm that the annual appropriations limit of Improvement Area No. 2 is $16,000,000.

5. ***Notice of Annexation***. Ratify and confirm the Council's direction to the City Clerk to record notice of the annexation. In the Resolution of Formation, Council determined that any property for which the property owner executes a Unanimous Approval will be added to the CFD and the City Clerk will record an amendment to the notice of special tax lien for the CFD pursuant to Section 3117.5 of the Streets & Highways Code.

6. ***Consolidated Map***. Approve the consolidated map that has been prepared by the Property Owner, and order and direct the City Clerk to record the map in the real property records of the County of San Joaquin, which map shall supersede the Original Boundary Map. The proposed map is attached as Exhibit C to the Unanimous Approval. Streets & Highways Code Section 3113.5 permits Council to consolidate the boundaries of the CFD, Improvement Area No. 1 and all annexations into the CFD in a single map that will supersede the Original Boundary Map. The Resolution also authorizes the City Clerk to record future such maps in her discretion.

STRATEGIC PLAN

This action to confirm the annexation of property into the CFD and direct the recordation of a consolidated boundary map is related to Council's Governance strategic plan, Goal 2: "Ensure continued fiscal sustainability through financial and budgetary stewardship."

FISCAL IMPACT

There is no cost to the General Fund associated with this request.

RECOMMENDATION

That City Council consider and adopt the "Resolution Confirming Annexation of Property and Confirming, Ordering and Directing Other Related Matters," which will confirm the annexation of property into the CFD as Improvement Area No. 2 and related matters, and direct recordation of a consolidated boundary map.

Prepared by: Karin Schnaider, Finance Director
Susan Goodwin, Goodwin Consulting Group
Chris Lynch, Jones Hall

Reviewed by: Andrew Malik, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – Resolution Confirming Annexation of Property and Confirming, Ordering and Directing Other Related Matters
Attachment B – Request and Unanimous Approval for Annexation and Landowner-Voter Ballot (including Consolidated Map of the Boundaries of City of Tracy Community Facilities District No. 2016-2 (ECFD))

RESOLUTION 2019-_____

CONFIRMING ANNEXATION OF PROPERTY AND CONFIRMING, ORDERING AND DIRECTING OTHER RELATED MATTERS

WHEREAS, On February 7, 2017, pursuant to the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Mello-Roos Act"), this City Council adopted its Resolution No. 2017-021 entitled "Resolution of Formation of Community Facilities District" (the "Resolution of Formation") which resolution (i) established the "City of Tracy Community Facilities District No. 2016-2 (ECFD)" (the "CFD"), "Improvement Area No. 1 of the City of Tracy Community Facilities District No. 2016-2 (ECFD)" ("Improvement Area No. 1") and the "City of Tracy Community Facilities District No. 2016-2 (ECFD) (Future Annexation Area)" (the "Future Annexation Area"), (ii) authorized the levy of a special tax on property within Improvement Area No. 1 and (iii) preliminarily established an appropriations limit for Improvement Area No. 1, and

WHEREAS, The boundaries of the CFD, Improvement Area No. 1 and the Future Annexation Area are set forth in the boundary map recorded on January 4, 2017 as Document No. 2017-001220 (the "Original Boundary Map") in Book 6 Page 92 of the Book of Maps of Assessment and Community Facilities Districts in the office of the County Recorder for the County of San Joaquin, State of California, and

WHEREAS, In the Resolution of Formation, this City Council resolved that parcels within the Future Annexation Area shall be annexed to the CFD only with the unanimous approval (each, a "Unanimous Approval") of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed, without any requirement for further public hearings or additional proceedings, and

WHEREAS, Section 53329.6 of the Mello-Roos Act provides that a Unanimous Approval constitutes the vote of the qualified elector in favor of the matters addressed in the Unanimous Approval for purposes of the California Constitution, including, but not limited to, Articles XIII A and XIII C, and

WHEREAS, Section 53350(b) of the Mello-Roos Act provides that, (i) in connection with the annexation by Unanimous Approval to a community facilities district of a parcel that was included in territory proposed for annexation in the future to the community facilities district, the local agency may designate a parcel or parcels as an improvement area within the community facilities district, (ii) the designation of a parcel or parcels as an improvement area shall be specified and approved by the Unanimous Approval of the owner or owners of each parcel or parcels at the time that the parcel or parcels are annexed to the community facilities district, (iii) no additional hearings or procedures are required and (iv) after the designation of a parcel or parcels as an improvement area, all proceedings for approval of the appropriations limit, the rate and method of apportionment and manner of collection of special taxes, and the authorization to incur bonded indebtedness for the parcel or parcels shall apply only to the improvement area, and

WHEREAS, In the Resolution of Formation, this City Council provided that property within the Future Annexation Area may be annexed into the CFD as its own improvement area (a "Future Improvement Area") or to an existing improvement area, and

WHEREAS, In the Resolution of Formation, this City Council further provided that the designation of any territory annexing to the CFD as a Future Improvement Area, the maximum amount of bonded indebtedness and other debt for such Future Improvement Area, the rate and method of apportionment of special tax for such Future Improvement Area and the appropriations limit for such Future Improvement Area shall be identified and approved in the Unanimous Approval executed by property owners in connection with their annexation to the CFD, and that the annexation and related matters described in the Unanimous Approval shall be implemented and completed without the need for Council approval as long as the following conditions are met:

(i) The rate and method of apportionment of special tax for the Future Improvement Area is prepared by a special tax consultant retained by the City and paid for by the developer of the Future Improvement Area or the applicable property owners submitting the Unanimous Approval.

(ii) The rate and method of apportionment of special tax for the Future Improvement Area complies with the local goals and policies established by the City concerning the use of the Mello-Roos Act, unless otherwise required by law.

(iii) The rate and method of apportionment of special tax for the Future Improvement Area does not establish a maximum special tax amount for the initial fiscal year in which the special tax may be levied for any category of special tax that is greater than 120% of the maximum amount of the same category of special tax for the same fiscal year calculated pursuant to the Improvement Area No. 1 Rate and Method.

(iv) The rate and method of apportionment of special tax for the Future Improvement Area does not introduce a special tax that was not included in the Improvement Area No. 1 Rate and Method (e.g., a special tax that is levied and must be paid in a single fiscal year or over a shorter time period than 30 years).

(v) The rate and method of apportionment of special tax for the Future Improvement Area gives the City the discretion to convert Facilities Special Taxes to Services Special Taxes subject to a similar “Trigger Event” as the Improvement Area No. 1 Rate and Method (modified, as applicable, to represent the timing of the new rate and method of apportionment of special tax for the Future Improvement Area).

(vi) The rate and method of apportionment of special tax for the Future Improvement Area is not inconsistent with the terms of the development agreement with the City that is applicable to the annexing territory, whether or not it is still operative.

(vii) The rate and method of apportionment of special tax for the Future Improvement Area includes a mechanism that protects against revenue loss as a result of land use changes, and

WHEREAS, On February 7, 2017, this City Council also adopted its Resolution No. 2017-022 entitled “Resolution Determining the Necessity to Incur Bonded Indebtedness and Other Debt" (the “Resolution of Necessity”), determining the necessity to incur bonded indebtedness and other debt (as defined in the Mello-Roos Act) (i) in the maximum aggregate principal amount of $27,000,000 upon the security of the special tax to be levied within Improvement Area No. 1 pursuant to the Mello-Roos Act and (ii) in the aggregate principal

amount of $53,000,000 with respect to those portions of the CFD that are not included in Improvement Area No. 1 (the "Non-Improvement Area No. 1 Indebtedness Limit"), and

WHEREAS, In the Resolution of Necessity, this City Council further provided that in the event all or a portion of the Future Annexation Area is annexed as one or more Future Improvement Areas, the maximum indebtedness of each such Future Improvement Area shall be identified in the Unanimous Approval of the property owners of the property to be annexed at the time of the annexation, and the amount of the maximum indebtedness for the Future Improvement Area shall be subtracted from the Non-Improvement Area No. 1 Indebtedness Limit, and

WHEREAS, Under the provisions of the Resolution of Formation and the Resolution of Necessity and pursuant to a "Resolution Calling Special Election" (the "Election Resolution") heretofore adopted by this City Council, the propositions of the levy of the special tax, the establishment of the appropriations limit, and the incurring of bonded indebtedness and other debt were submitted to the qualified electors of Improvement Area No. 1 as required by the provisions of the Mello-Roos Act and more than two-thirds of the votes cast at the election were in favor of the propositions, and

WHEREAS, Section 53340 of the Mello-Roos Act provides that (i) after a community facilities district has been created and authorized to levy specified special taxes, the legislative body may, by ordinance, levy the special taxes at the rate and apportion them in the manner specified in the resolution of formation for the community facilities district and (ii) after creation of a community facilities district that includes a future annexation area, the legislative body may, by ordinance, provide for the levy of special taxes on parcels that will be annexed to the community facilities district at the rate or rates to be approved unanimously by the owner or owners of each parcel or parcels to be annexed to the community facilities district and for apportionment and collection of the special taxes in the manner specified in the resolution of formation, and

WHEREAS, in Ordinance 1230 adopted by this City Council on February 21, 2017 (the "Special Tax Ordinance"), the City Council authorized and levied special taxes within Improvement Area No. 1 at the rate and in accordance with the formula (the "Improvement Area No. 1 Rate and Method") set forth in the Resolution of Formation and on any parcels in the Future Annexation Area that are annexed into a Future Improvement Area pursuant to the Mello-Roos Act at the rate and in accordance with the formula approved by the qualified electors in the Future Improvement Areas, and

WHEREAS, This City Council has been provided with a Unanimous Approval executed by the owner of certain property in the Future Annexation Area, namely Assessor's Parcel Number(s) 240-140-44, 240-140-45, and 240-140-46 (the "Annexation Property"), the Unanimous Approval identifies, specifies and approves the annexation of the Annexation Property to the CFD as a separate improvement area and other related matters, and the conditions established by this City Council in the Resolution of Formation for implementation and completion of the annexation and related matters described in the Unanimous Approval without City Council approval have been met, and

WHEREAS, Section 53339.8 of the Mello-Roos Act provides that upon a determination by the legislative body that the area proposed to be annexed is added to the existing community facilities district, the clerk of the legislative body shall record notice of the annexation pursuant to Section 3114.5 of the Streets and Highways Code, and

WHEREAS, In the Resolution of Formation, this City Council determined that any property for which the owner or owners execute a Unanimous Approval shall be added to the CFD and the City Clerk shall record an amendment to the notice of special tax lien for the CFD pursuant to Section 3117.5 of the Streets & Highways Code, and

WHEREAS, Pursuant to Streets & Highways Code Section 3113.5, this City Council wishes to consolidate the boundaries of the CFD, Improvement Area No. 1 and all annexations into the CFD in a single map that will supersede the Original Boundary Map, and

WHEREAS, This City Council wishes to confirm that the Annexation Property is added to the CFD and to confirm, order and direct other related matters;

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. Recitals Correct. The foregoing recitals are true and correct.

2. Annexation Property. The City Council has received the Unanimous Approval specifying and approving the annexation of the Annexation Property as a separate improvement area and approving other related matters.

In furtherance of the Resolution of Formation, and in conformance with the Mello-Roos Act, the City Council hereby confirms that the Annexation Property has been added to the CFD as a Future Improvement Area and is designated “Improvement Area No. 2 of the City of Tracy Community Facilities District No. 2016-2 (ECFD)” (“Improvement Area No. 2”).

This City Council hereby ratifies and confirms its direction to the City Clerk set forth in the Resolution of Formation to record notice of the annexation pursuant to Section 3114.5 of the Streets and Highways Code.

The owner of the Annexation Property has caused to be prepared a map showing the boundaries of the CFD, Improvement Area No. 1, the Annexation Property and Improvement Area No. 2, and, pursuant to Streets & Highways Code Section 3113.5, the City Council hereby approves such map and orders and directs the City Clerk to record the map in the real property records of the County of San Joaquin, which map shall supersede the Original Boundary Map. The City Clerk is further hereby directed to record one or more consolidated maps from time to time as she determines is appropriate as a result of future annexations of property into the CFD.

3. Maximum Principal Amount of Bonded Indebtedness and Other Debt. The City Council hereby confirms that the maximum aggregate principal amount of bonds and other debt for Improvement Area No. 2, as specified and approved by a vote of the qualified elector in Improvement Area No. 2 pursuant to the Unanimous Approval, shall be $16,000,000 and that, as a result of subtracting such amount from the initial Non-Improvement Area No. 1 Indebtedness Limit, the Non-Improvement Area No. 1 Indebtedness Limit shall be $37,000,000.

4. Improvement Area No. 2 Rate and Method. The City Council hereby confirms that the rate and method of apportionment of the Special Tax among the parcels of real property within Improvement Area No. 2, as specified and approved by a vote of the qualified elector in Improvement Area No. 2 pursuant to the Unanimous Approval, are shown in Exhibit A attached hereto and hereby incorporated herein.

5. Improvement Area No. 2 Appropriations. Limit. The City Council hereby confirms that the annual appropriations limit of Improvement Area No. 2, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, as specified and approved by a vote of the qualified elector in Improvement Area No. 2 pursuant to the Unanimous Approval, is $16,000,000.

6. Effective Date. This resolution shall take effect upon its adoption.

* * * * * * * * * * * * * * * *

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

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

City of Tracy
Community Facilities District No. 2016-2 (ECFD)

Request and Unanimous Approval for Annexation and Landowner-Voter Ballot

Recitals

A. The undersigned is an authorized representative of Woodside 05N, LP, a Califomia limited partnership (the "**Landowner**").

B. The Landowner owns the real property identified in Exhibit A, attached hereto and by this reference incorporated herein (the "**Property**").

C. Pursuant to the Mello-Roos Community Facilities Act of 1982 (the "**Act**"), on February 7, 2017, the City Council (the "**City Council**") of the City of Tracy adopted its Resolution No. 2017-021 (the "**Resolution of Formation**"), which, among other things:

1. established the City of Tracy Community Facilities District No. 2016-2 (ECFD) ("**CFD No. 2016-2**") and designated Improvement Area No. 1 ("**Improvement Area No. 1**"), with an initial boundary shown on the boundary map for CFD No. 2016-2 (the "**Boundary Map**"), which was recorded on January 4, 2017 in the records of the San Joaquin County Recorder in Book 6 of Maps of Assessment and Community Facilities Districts at Page 92;

2. designated certain real property as a future annexation area (the "**Future Annexation Area**") to be annexed in segments to CFD No. 2016-2, without further hearing, subject to certain conditions;

3. authorized CFD No. 2016-2 and every improvement area annexed thereto to finance the costs and expenses of certain public facilities and fees (together, the "**Facilities**") and certain public services (the "**Services**"); and

4. approved the form of the rate and method of apportionment for Improvement Area No. 1.

D. The Resolution of Formation further provided that property in the Future Annexation Area may be annexed into CFD No. 2016-2 as its own improvement area or to an existing improvement area, and that the designation as an improvement area of any territory annexing to the CFD, the maximum amount of bonded indebtedness and other debt for such improvement area, the rate and method of apportionment of special tax for such improvement area and the appropriations limit for such improvement area shall be identified and approved in a unanimous approval (a "**Unanimous Approval**") executed by property owners in connection with an annexation to the CFD.

E. Pursuant to the Act, on February 7, 2017, the City Council adopted its Resolution No. 2017-022 (the "**Resolution of Necessity**"), which set forth the necessity for the City to issue special tax bonds or other forms of debt obligations for CFD No. 2016-2 in the maximum principal amount of $80 million. The Resolution of Necessity preliminarily allocated the overall $80 million limit to Improvement Area No. 1 in the amount of $27 million and to the Future Annexation Area in the amount of $53 million, with the actual limit for an improvement area created from annexation of all or part of the Future Annexation Area to be identified and approved in a Unanimous Approval so long as the overall bonded indebtedness limit for CFD No. 2016-2 does not exceed $80 million.

F. The Landowner believes that the conditions established in the Resolution of Formation for the proposed annexation and related matters to be implemented and completed without City Council approval will be met.

G. The Landowner has sole ownership of the Property. The Property is part of the Future Annexation Area. By this instrument, the Landowner identifies, specifies and approves the annexation of the Property to CFD No. 2016-2 as Improvement Area No. 2 to CFD No. 2016-2 ("**Improvement Area No. 2**") and the other matters included herein, without a public hearing, as authorized by the Act and the Resolution of Formation.

H. The Landowner hereby represents and warrants that, to the best of its knowledge without inquiry, there are no persons resident on the property that are registered voters.

Approval and Vote

1. The Landowner, as the sole owner of the Property, hereby specifies and provides its unanimous approval of the annexation of the Property to CFD No. 2016-2 as Improvement Area No. 2 and related matters, as prescribed and authorized by Section 53339.7 and Section 53350(b) of the Act, the Resolution of Formation, and the Resolution of Necessity.

2. The Landowner, as the sole qualified elector for this annexation, hereby votes in favor of (a) the levy of special taxes on the taxable property being annexed to Improvement Area No. 2 in accordance with the rate and method of apportionment for Improvement Area No. 2 in the form attached hereto as Exhibit B (the "**RMA for Improvement Area No. 2**") and by this reference incorporated herein, (b) the issuance of bonds and other debt of Improvement Area No. 2 in a principal amount not to exceed $16 million, which bonds and other debt shall be secured solely by and to be payable solely from the proceeds of the special taxes levied upon the taxable property within Improvement Area No. 2, and (c) an initial appropriations limit for Improvement Area No. 2 of $16 million. The RMA for Improvement Area No. 2 describes the maximum special tax rate applicable to the Property.

3. The Landowner hereby requests that an annexation map showing the territory to be annexed as Improvement Area No. 2 be as shown on the map attached hereto as Exhibit C.

4. The Landowner hereby acknowledges the following:

a. As soon as practicable following receipt of this Unanimous Approval by the City, the City will record an amendment to the Notice of Special Tax Lien for CFD No. 2016-2, listing the name of the Landowner and the assessor's parcel number(s) of the Property, which will result in the establishment of a lien to secure payment of the special tax on the Property; and

b. The City will levy a special tax upon the taxable property within Improvement Area No. 2, including the Property, at the time and in accordance with the provisions of the RMA for Improvement Area No. 2.

c. The Landowner hereby confirms that this Unanimous Approval constitutes its approval and unanimous vote as described herein and as contemplated by Section 53339.3 et seq. of the Act and Article XIIIA of the California Constitution. The Landowner hereby waives all other rights with respect to the annexation of the Property, the levy of the special taxes on the Property and the other matters covered in this Unanimous Approval, including any right the Landowner may otherwise have to protest or challenge the validity of the proceedings to form CFD No. 2016-2 and to authorize the annexation of any property (including the Property) to CFD No. 2016-2, and any necessity, requirement or right for further public hearings or any election pertaining to the annexation of the Property to CFD No. 2016-2 or the levy of special taxes on the Property.

d, The Landowner acknowledges that (i) the specific purpose of the bonds and other debt is to finance the acquisition and construction of the Facilities described in the Resolution of Formation and pay related costs; (b) any proceeds received from the sale of any bonds and other debt will be applied only for such purpose; (c) the proceeds of any bonds and other debt will be deposited into special accounts to be created therefor as part of the issuance of the bonds and other debt; and (d) the City will cause a report to be prepared annually under Section 53411 of the Government Code.

5. The Landowner warrants to the City that the presentation of this Unanimous Approval, any votes, consents or waivers contained herein, and other actions mandated by the City for the annexation of the Property to CFD No. 2016-2 shall not constitute or be construed as events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by the Landowner for the Property, including any "due-on-encumbrance" clauses under any existing security instruments secured by the Property.

6. The Landowner agrees to cooperate with the City and its attorneys and consultants and to provide to any subsequent purchaser with notice of the special tax that may be levied by the City Council on the Property pursuant to the RMA for Improvement Area No. 2, to the extent required by applicable law.

7. The Landowner further agrees to execute such additional or supplemental agreements as may be required by the City to provide for any of the actions and conditions described in this Unanimous Approval.

Dated: March 26, 2019

WOODSIDE 05N, LP,
a California limited partnership

By: WDS GP, Inc.,
a California corporation
Its: General Partner

By: _____
Scott Hoisington, Vice President

Exhibit A - Identification of the Property

Exhibit B - RMA for Improvement Area No. 2

Exhibit C - Proposed Annexation Map

EXHIBIT A

IDENTIFICATION OF THE PROPERTY

APN Nos. 240-140-44, 240-140-45, and 240-140-46.

EXHIBIT B

RMA FOR IMPROVEMENT AREA NO. 2

[attached]

IMPROVEMENT AREA NO. 2 OF THE
CITY OF TRACY
COMMUNITY FACILITIES DISTRICT NO. 2016-2
(ECFD)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES

Special Taxes applicable to each Assessor's Parcel in Improvement Area No. 2 of the City of Tracy Community Facilities District No. 2016-2 (ECFD) shall be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in Improvement Area No. 2, unless exempted by law or by the provisions of Section H below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed into Improvement Area No. 2.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

"Acquisition Agreement" means the Master Acquisition Agreement executed by the City and Surland Communities, LLC in connection with the CFD.

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other parcel map recorded at the County Recorder's Office.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any or all of the following: the fees and expenses of any fiscal agent or trustee (including any fees or expenses of its counsel) employed in connection with any Bonds, and the expenses of the City in carrying out its duties with respect to the CFD and the Bonds, including, but not limited to, the levy and collection of Special Taxes, the fees and expenses of its legal counsel, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Taxes, costs associated with appeals or requests for interpretation associated with the Special Taxes and this RMA, costs of the dissemination agent for the City and any party that has undertaken to provide continuing disclosure, amounts needed to pay rebate to the federal government with respect to the Bonds, costs associated with complying with any continuing disclosure requirements with respect to the Bonds and the Special Taxes, costs associated with foreclosure and collection of delinquent Special Taxes and all other costs and expenses of the City and County in any way related to the establishment or administration of the CFD.

"Administrator" means the person or firm designated by the City to administer the Special Taxes according to this RMA.

"Assessor's Parcel" or **"Parcel"** means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor designating Parcels by Assessor's Parcel number.

"Authorized Facilities" means the public facilities authorized to be financed, in whole or in part, by the CFD.

"Authorized Services" means the public services authorized to be funded, in whole or in part, by the CFD.

"Bonds" means bonds or other debt (as defined in the Act), whether in one or more series, secured by the Facilities Special Tax and issued or assumed by Improvement Area No. 2 to fund Authorized Facilities.

"Building Permit" means a single permit or set of permits required to construct a residential or non-residential structure. If a permit is issued for a foundation, parking, landscaping or other related facility or amenity, but a building permit has not yet been issued for the structure served by these facilities or amenities, such permit shall not be considered a "Building Permit" for purposes of application of the Special Taxes herein.

"Capitalized Interest" means funds in any capitalized interest account available to pay interest on Bonds.

"CFD" means the City of Tracy Community Facilities District No. 2016-2 (ECFD).

"CFD Formation" means the date on which the Resolution of Formation to form the CFD was adopted by the City Council.

"City" means the City of Tracy.

"City Council" means the City Council of the City of Tracy.

"County" means the County of San Joaquin.

"Developed Property" means, in any Fiscal Year, all Parcels of Taxable Property that are not Taxable Owners Association Property or Taxable Public Property for which a Building Permit was issued prior to June 30 of the preceding Fiscal Year.

"Development Class" means, individually, Developed Property, Undeveloped Property, Taxable Owners Association Property, and Taxable Public Property.

"Escalation Factor" means, in any Fiscal Year, the lesser of (i) the percentage increase from the prior Fiscal Year, if any, in the Index, or (ii) four percent (4%). The Index used shall be as determined by the Bureau of Labor Statistics from April to April beginning with the period from April 2018 to April 2019.

"Expected Land Uses" means the number of SFD Lots, the number of Residential Units within each Square Footage Category, and the acreage of the Other Property expected within Improvement Area No. 2 on the IA No. 2 Lien Date, as identified in Attachments 1 and 2 of this RMA. Pursuant to Sections D and E below, the Administrator shall update Attachment 2 each time there is a Land Use Change or property annexes into Improvement Area No. 2. For annexations, the Expected Land Uses will be identified in the Unanimous Approval Form.

"Expected Maximum Facilities Special Tax Revenues" means the amount of annual revenue that would be available in Improvement Area No. 2 if the Maximum Facilities Special Tax was levied on the Expected Land Uses. The Expected Maximum Facilities Special Tax Revenues on the IA No. 2 Lien Date are shown in Attachment 2 of this RMA, and such amount may be adjusted pursuant to Sections D and E of this RMA or if Parcels within Improvement Area No. 2 prepay a portion of the Facilities Special Tax obligation.

"Facilities Special Tax" means a special tax levied in any Fiscal Year to pay the Facilities Special Tax Requirement.

"Facilities Special Tax Requirement" means the amount necessary in any Fiscal Year (i) to pay principal and interest on Bonds which are due in the calendar year which begins in such Fiscal Year, (ii) to replenish reserve funds to the extent such replenishment has not been included in a computation of the Facilities Special Tax Requirement in a previous Fiscal Year, (iii) to cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year, (iv) to pay Administrative Expenses, and (v) to pay the costs of Authorized Facilities to be funded directly from Facilities Special Tax proceeds to the extent that paying directly for such costs does not increase the Facilities Special Taxes levied on Undeveloped Property. The amounts referred to in clauses (i) and (ii) of the preceding sentence may be reduced in any Fiscal Year by (i) interest earnings on or surplus balances in funds and accounts for Bonds to the extent that such earnings or balances are available to apply against debt service pursuant to the Indenture, (ii) proceeds from the collection of penalties associated with delinquent Facilities Special Taxes, and (iii) any other revenues available to pay debt service on the Bonds as determined by the Administrator.

"Final Bond Sale" means, at any point in time, the last series of Bonds issued for Improvement Area No. 2, which issuance uses up virtually all of the remaining capacity available from the Expected Maximum Facilities Special Tax Revenues that can be generated within Improvement Area No. 2, as determined by the City.

"Final Map" means a final map, or portion thereof, approved by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq*) that creates SFD Lots. The term "Final Map" shall not include any large lot subdivision map, Assessor's Parcel Map, or subdivision map or portion thereof, that does not create SFD Lots, including Assessor's Parcels that are designated as remainder parcels.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Future Annexation Area" means that geographic area that, at the time of CFD Formation, was considered potential annexation area for the CFD and which was, therefore, identified as "Future Annexation Area" on the recorded CFD boundary map. Such designation does not mean that any or all of the Future Annexation Area will annex into the CFD or Improvement Area No. 2, but should property designated as Future Annexation Area choose to annex, the annexation may be processed pursuant to the streamlined annexation procedures provided in the Act. Nothing shall prevent property identified as Future Annexation Area from annexing under the non-streamlined provisions of the Act.

"IA No. 2 Lien Date" means the date that the Notice of Special Tax Lien affecting the Parcels was recorded in the Official Records of San Joaquin County.

"Improvement Area No 2" means Improvement Area No. 2 of the City of Tracy Community Facilities District No. 2016-2 (ECFD).

"Improvement Fund" means the account (regardless of its name) identified in the Indenture to hold funds which are available to acquire or construct Authorized Facilities.

"Indenture" means the bond indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended, and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Index" means the Consumer Price Index of the San Francisco-Oakland-San Jose area for all urban consumers.

"Land Use Change" means a proposed or approved change to the Expected Land Uses within Improvement Area No. 2 after the IA No. 2 Lien Date, which shall include approval of Final Maps that reflect a different number of SFD Lots than expected and issuance of Building Permits for more Residential Units than expected in a particular Square Footage Category.

"Maximum Facilities Special Tax" means the greatest amount of Facilities Special Tax that can be levied on an Assessor's Parcel in any Fiscal Year as determined in accordance with Sections C, D, and E below.

"**Maximum Services Special Tax**" means the greatest amount of Services Special Tax that can be levied on an Assessor's Parcel in any Fiscal Year as determined in accordance with Sections C.2 and E below.

"Maximum Special Taxes" means, as the context requires, either or both of the Maximum Facilities Special Tax and Maximum Services Special Tax.

"Other Property" means, in any Fiscal Year, all Parcels of Developed Property within Improvement Area No. 2 that are not Single Family Detached Residential Property

"Owners Association" means a homeowners association or property owners association that provides services to, and collects assessments, fees, dues, or charges from, property within Improvement Area No. 2.

"Owners Association Property" means any property within the boundaries of Improvement Area No. 2 that is owned in fee or by easement by the Owners Association, not including any such property that is located directly under a residential structure.

"Proportionately" means (separately for the Facilities Special Tax and Services Special Tax), for Developed Property, that the ratio of the actual Special Taxes levied in any Fiscal Year to the Maximum Special Taxes authorized to be levied in that Fiscal Year is equal for all Parcels of Developed Property. For Undeveloped Property, "Proportionately" means that the ratio of the actual Special Taxes levied to the Maximum Special Taxes is equal for all Parcels of Undeveloped Property. For Taxable Owners Association Property and Taxable Public Property, "Proportionately" means that the ratio of the actual Special Taxes levied to the Maximum Special Taxes is equal for all Parcels of Taxable Owners Association Property and Taxable Public Property.

"Public Property" means any property within the boundaries of Improvement Area No. 2 that is owned by the federal government, State of California or other local governments or public agencies.

"Remainder Taxes" means, after September 1st and before December 31st of any Fiscal Year, any Facilities Special Tax revenues that were levied and collected in the prior Fiscal Year and were not needed to (1) pay debt service on the Bonds that was due in the calendar year in which the Remainder Taxes are being calculated, (ii) replenish Bond reserves, (iii) cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year, or (iv) pay Administrative Expenses that have been incurred, or are expected to be incurred, by the City prior to the receipt of additional Facilities Special Tax proceeds.

"Required Coverage" means the amount by which the Expected Maximum Facilities Special Tax Revenues must exceed the Bond debt service and required Administrative Expenses, as set forth in the Indenture, Certificate of Special Tax Consultant, or other formation or bond document that sets forth the minimum required debt service coverage.

"Residential Unit" means an individual single-family unit that does not share a common wall with another residential unit. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Residential Unit for purposes of this RMA and shall not be taxed under this RMA.

"RMA" means this Rate and Method of Apportionment of Special Tax.

"Services Special Tax" means a special tax levied in any Fiscal Year to pay the Services Special Tax Requirement.

"Services Special Tax Requirement" means the amount of revenue needed in any Fiscal Year to pay for: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to

cure any delinquencies in the payment of Services Special Taxes which have occurred in the prior Fiscal Year. In any Fiscal Year, the Services Special Tax Requirement shall be reduced by surplus amounts available (as determined by the City) from the levy of the Services Special Tax in prior Fiscal Years, including revenues from the collection of delinquent Services Special Taxes and associated penalties and interest.

"SFD Lot" means an individual residential lot, identified and numbered on a recorded Final Map, on which a Building Permit was or is permitted to be issued for construction of a single family detached unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved tentative map.

"Single Family Detached Residential Property" means, in any Fiscal Year, all Parcels for which a Building Permit was issued for construction of a Residential Unit.

"Special Taxes" means, as the context requires, either or both of the Facilities Special Tax and the Services Special Tax.

"Square Foot" or **"Square Footage"** means the square footage of living area of a Residential Unit as reflected on a Building Permit.

"Square Footage Category" means one of the three different categories of Single Family Detached Property set forth in Table 1 in Section C below.

"Target Facilities Special Tax" means the Facilities Special Tax per Residential Unit for each Square Footage Category, as set forth in Table 1 below, that was used to determine the Expected Maximum Facilities Special Tax Revenues shown in Attachment 2.

"Taxable Owners Association Property" means, in any Fiscal Year after the first series of Bonds is issued, any Parcel of Owners Association Property that satisfies all three of the following conditions: (i) the Parcel had not been Owners Association Property on the date of issuance of the first series of Bonds, (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Sections D and E below), the Parcel was not anticipated to be Owners Association Property based on the Expected Land Uses, as determined by the Administrator, and (iii) if the Parcel were to be exempt from the Facilities Special Tax because it had become Owners Association Property, the Expected Maximum Facilities Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

"Taxable Property" means all Parcels within the boundaries of Improvement Area No. 2 that are not exempt from the Special Taxes pursuant to law or Section H below.

"Taxable Public Property" means in any Fiscal Year after the first series of Bonds is issued, any Parcel of Public Property that satisfies all three of the following conditions: (i) the Parcel had not been Public Property on the date of issuance of the first series of Bonds, (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Sections D and E below), the Parcel was not anticipated to be Public Property based on the Expected Land Uses, as determined by the Administrator, and (iii) if the Parcel were to be exempt from the Facilities Special Tax

revenues because it has become Public Property, the Expected Maximum Facilities Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

"Trigger Event" means that (i) all Bonds secured by the levy and collection of Facilities Special Taxes in Improvement Area No. 2 have been fully repaid, (ii) all Administrative Expenses from prior Fiscal Years have been paid, funded, and/or reimbursed to the City, and (iii) there are no other Authorized Facilities that the City intends to fund with Bonds and Facilities Special Taxes. In the first Fiscal Year in which the Administrator determines that the Trigger Event occurred in the prior Fiscal Year, and in each Fiscal Year thereafter, the Facilities Special Tax shall cease to be levied, and the Maximum Services Special Tax for each Parcel shall be adjusted pursuant to Section C.2 below.

"Unanimous Approval Form" means the form executed by the record owner of fee title to a Parcel or Parcels included within the Future Annexation Area and annexed into Improvement Area No. 2 that constitutes the property owner's approval and unanimous vote in favor of annexing the property into Improvement Area No. 2 and authorized the levy of Special Taxes against his/her Parcel of Parcels pursuant to this RMA.

"Undeveloped Property" means, in any Fiscal Year, all Parcels of Taxable Property that are not Developed Property, Taxable Owners Association Property, or Taxable Public Property.

B. DATA FOR ADMINISTRATION OF SPECIAL TAXES

Each Fiscal Year, the Administrator shall: (i) categorize each Parcel of Taxable Property as Developed Property, Undeveloped Property, Taxable Owners Association Property or Taxable Public Property, (ii) for Developed Property, categorize each Parcel as Single Family Detached Residential Property or Other Property, (iii) based on Square Footage reflected on Building Permits issued by June 30 of the prior Fiscal Year, assign each Residential Unit to the appropriate Square Footage Category, (iv) determine the Facilities Special Tax Requirement and Services Special Tax Requirement for the Fiscal Year, and (v) determine if the Trigger Event occurred in the prior Fiscal Year. In addition, the Administrator shall, ***on an ongoing basis***, monitor Final Maps and track the Square Footage on all Building Permits that have been issued to determine if there are any proposed Land Use Changes that would change the Expected Maximum Facilities Special Tax Revenues. If the Expected Maximum Facilities Special Tax Revenues will be revised pursuant to a proposed Land Use Change, the Administrator shall apply the steps set forth in Section D below.

In any Fiscal Year, if it is determined that: (i) a parcel map for property in Improvement Area No. 2 was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel map, and (iii) one or more of the newly-created Parcels is in a different Development Class than other Parcels created by the subdivision, the Administrator shall calculate the Special Taxes for the property affected by recordation of the parcel map by determining the Special Taxes that apply separately to the property within each Development

Class, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAXES

1. Facilities Special Tax

a. Single Family Detached Residential Property

The Maximum Facilities Special Tax for Parcels of Single Family Detached Residential Property shall be the greater of (i) the Target Facilities Special Taxes set forth in Table 1 below, or, (ii) if there are Land Use Changes that would reduce debt service coverage on outstanding Bonds below the Required Coverage, the Maximum Facilities Special Tax determined pursuant to Section D below.

TABLE 1
IMPROVEMENT AREA NO. 2
TARGET FACILITIES SPECIAL TAX
SINGLE FAMILY DETACHED RESIDENTIAL PROPERTY

Square Footage Category	*Target Facilities Special Tax Prior to Trigger Event (Fiscal Year 2018-19)**	*Target Facilities Special Tax After Trigger Event (Fiscal Year 2018-19)*
Residential Units Greater than 4,000 Square Feet	$3,046.30 per Residential Unit	$0 per Residential Unit
Residential Units 2,000 – 4,000 Square Feet	$2,954.74 per Residential Unit	$0 per Residential Unit
Residential Units Less than 2,000 Square Feet	$1,925.78 per Residential Unit	$0 per Residential Unit

*** On July 1, 2019 and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.**

b. Other Property

The Maximum Facilities Special Tax for Other Property prior to the Trigger Event is $31,232.80 per Acre for Fiscal Year 2018-19, which amount shall increase on July 1, 2019 and each July 1 thereafter by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year. After the Trigger Event the Maximum Facilities Special Tax for Other Property is $0 per Acre. If Other Property is developed with condominium or townhome units, the Administrator shall apply the following steps to allocate the Maximum Facilities Special Tax to the Parcels within the condominium or townhome buildings:

Step 1: Determine the Acreage of the underlying land Parcel on which the building(s) is located.

Step 2: Multiply the Acreage from Step 1 by the Maximum Facilities Special Tax for Other Property in the current Fiscal Year.

Step 3: Divide the product from Step 2 by the total number of townhomes or condominium units built or expected to be built on the underlying land Parcel to determine the Maximum Facilities Special Tax for each condominium or townhome unit, which amount shall escalate by 2.0% in the next Fiscal Year and each following Fiscal Year.

Once a Facilities Special Tax has been levied on a Parcel of Developed Property, the Maximum Facilities Special Taxes applicable to that Parcel shall not be reduced in future Fiscal Years regardless of changes in land use on the Parcel, except (i) in the event of a partial prepayment pursuant to Section I, and (ii) pursuant to Section D. Notwithstanding the foregoing, (i) if Bonds have yet to be issued for Improvement Area No. 2, the Parcels can be assigned to the appropriate Square Footage Category, and the Administrator shall recalculate the Expected Maximum Facilities Special Tax Revenues based on the corresponding changes in revenues, and (ii) the actual Facilities Special Tax levied on the Parcel in any Fiscal Year may be less than the Maximum Facilities Special Tax if a lower Facilities Special Tax is calculated pursuant to Step 1 in Sections F.1 below.

c. Undeveloped Property, Taxable Owners Association Property, and Taxable Public Property

The Maximum Facilities Special Tax for Undeveloped Property, Taxable Owners Association Property, and Taxable Public Property prior to the Trigger Event is $31,232.80 per Acre for Fiscal Year 2018-19, which amount shall increase on July 1, 2019 and each July 1 thereafter by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year. After the Trigger Event the Maximum Facilities Special Tax for Undeveloped Property, Taxable Owners Association Property, and Taxable Public Property is $0 per Acre. In addition, any amount levied on a landowner's Parcel(s) of Undeveloped Property due to such landowner's failure to make a prepayment pursuant to Section D below shall be added to the amount determined in the prior sentence to calculate the total Maximum Facilities Special Tax for the landowner's Parcel(s).

2. Services Special Tax

Table 2 below identifies the Maximum Services Special Tax before and after the Trigger Event for Taxable Property in Improvement Area No. 2.

TABLE 2
IMPROVEMENT AREA NO. 2
MAXIMUM SERVICES SPECIAL TAX

Type of Property	*Maximum Services Special Tax Before Trigger Event (Fiscal Year 2018-19)**	*Maximum Services Special Tax After Trigger Event (Fiscal Year 2018-19)**
Single Family Detached Residential Property		
Residential Units Greater than 4,000 Square Feet	$1,600.48 per Residential Unit	$2,227.18 per Residential Unit
Residential Units 2,000 – 4,000 Square Feet	$1,280.18 per Residential Unit	$1,888.66 per Residential Unit
Residential Units Less than 2,000 Square Feet	$959.86 per Residential Unit	$1,356.24 per Residential Unit
Other Property	$3,840.52 per Acre	$3,840.52 per Acre
Undeveloped Property	$3,840.52 per Acre	$3,840.52 per Acre

*** On July 1, 2019 and on each July 1 thereafter, all figures shown in Table 2 above shall be increased by the Escalation Factor.**

a. Other Property

If Other Property is developed with condominium or townhome units, the Administrator shall apply the following steps to allocate the Maximum Services Special Tax to the Parcels within the condominium or townhome buildings:

Step 1: Determine the Acreage of the underlying land Parcel on which the building(s) is located.

Step 2: Multiply the Acreage from Step 1 by the Maximum Services Special Tax for Other Property in the current Fiscal Year.

Step 3: Divide the product from Step 2 by the total number of townhomes or condominium units built or expected to be built on the underlying land Parcel to determine the Maximum Services Special Tax for each condominium or townhome unit, which amount shall be increased by the Escalation Factor in the next Fiscal Year and each following Fiscal Year.

D. CHANGES TO MAXIMUM FACILITIES SPECIAL TAX

The Expected Maximum Facilities Special Tax Revenues shown in Attachment 2 were calculated based on the Expected Land Uses on the IA No. 2 Lien Date. As set forth in Section E herein, Attachment 2 shall be modified to reflect the Expected Land Uses and Expected Maximum Facilities Special Tax Revenues for Improvement Area No. 2 if property is annexed to Improvement Area No. 2. Attachment 2 is also subject to modification upon the occurrence of Land Use Changes, as described below. The Administrator shall review all Land Use Changes and compare the revised land uses to the Expected Land Uses to evaluate the impact on the Expected Maximum Facilities Special Tax Revenues.

If, prior to the issuance of the first series of Bonds, a Land Use Change is proposed or identified that will result in a change in the Expected Maximum Facilities Special Tax Revenues, no action will be needed pursuant to this Section D. Upon approval of the Land Use Change, the Administrator shall update Attachment 2 to show the revised Expected Maximum Facilities Special Tax Revenues.

If, ***prior to Final Bond Sale***, a Land Use Change is proposed or identified that will result in a change in the Expected Maximum Facilities Special Tax Revenues, no action will be needed pursuant to this Section D as long as the change in Expected Maximum Facilities Special Tax Revenues does not reduce debt service coverage on outstanding Bonds below the Required Coverage. Upon approval or identification of the Land Use Change, the Administrator shall update Attachment 2 to show the revised Expected Maximum Facilities Special Tax Revenues, which shall then be the amount used to size future Bond sales.

If a Land Use Change would reduce debt service coverage on outstanding Bonds below the Required Coverage, either: (i) a prepayment of Facilities Special Taxes must be made by the landowner requesting the Land Use Change to retire Bonds in the amount necessary to maintain Required Coverage, or (ii) Step 3 below must be applied to maintain the Expected Maximum Facilities Special Tax Revenues.

If, ***after the Final Bond Sale***, a Land Use Change is proposed or identified, Steps 1 through 3 must be applied:

Step 1: By reference to Attachment 2 (which shall be updated by the Administrator each time a Land Use Change has been processed according to this Section D), the Administrator shall identify the Expected Maximum Facilities Special Tax Revenues for Improvement Area No. 2.

Step 2: The Administrator shall calculate the Expected Maximum Facilities Special Tax Revenues that could be collected from Taxable Property in Improvement Area No. 2 if the Land Use Change occurs.

Step 3: If the amount calculated in Step 2 is higher than that determined in Step 1, no further action is needed, and the Administrator shall update Attachment 2 to show the revised Expected Maximum Facilities Special Tax Revenues.

If the revenues calculated in Step 2 are less than those calculated in Step 1, no action will be needed if the reduction in Expected Maximum Facilities Special Tax Revenues does not reduce debt service coverage on outstanding Bonds below the Required Coverage, and the Administrator shall update Attachment 2 to show the reduced Expected Maximum Facilities Special Tax Revenues.

If the revenues calculated in Step 2 are less than those calculated in Step 1, and the Administrator determines that the reduction in Expected Maximum Facilities Special Tax Revenues would reduce debt service coverage on outstanding Bonds below the Required Coverage, one of the following shall occur:

3.a. The landowner requesting the Land Use Change will have the option to prepay Facilities Special Taxes (pursuant to Section I) in an amount that will ensure that the reduced Expected Maximum Facilities Special Tax Revenues are sufficient to provide Required Coverage. If the landowner notifies the Administrator that he/she would like to remedy such reduction by making a prepayment, such prepayment must be made by the earlier of (i) 30 days from the date of delivery of the prepayment or (ii) prior to close of escrow on the first Residential Unit for which the Building Permit was issued that resulted in more Residential Units in a Square Footage Category than was anticipated in the Expected Land Uses. If any prepayment is not received by the City prior to the earlier of clauses (i) and (ii) of the preceding sentence, the Administrator shall levy the required prepayment amount on any Parcel(s) of Taxable Property still owned by the landowner within Improvement Area No. 2,

> ***or**, if there are no more Parcels of Taxable Property owned by the landowner who had been expected to prepay, or if a landowner opts not to make a prepayment to mitigate the reduction in the Expected Maximum Facilities Special Tax Revenues, the following Step 3.b shall apply:*

3.b. The Maximum Facilities Special Taxes for Parcels owned by the landowner requesting the Land Use Change shall be determined by increasing the Target Facilities Special Taxes shown in Table 1 above proportionately until the amount that could be collected from all SFD Lots that are subject to the Land Use Change (as determined by the Administrator) will be sufficient to maintain Required Coverage. After the Administrator has prepared such calculation for a particular landowner, the Administrator shall closely monitor future Final Maps and Building Permits to determine if a similar increase in the Target Facilities Special Tax must be applied for subsequent Parcels of Single Family Detached Residential Property. On July 1 of each Fiscal Year, all Maximum Facilities Special Taxes determined pursuant to this Section 3.b shall be increased by 2.0% of the amount in effect in the prior Fiscal Year.

The duties imposed on the Administrator to review Land Use Changes, Final Maps, and Building Permits and to make the calculations set forth above, are intended only to facilitate the administration of the Facilities Special Tax and to better assure the sufficiency of tax capacity to pay debt service on Bonds. Such duties are not intended to give any developer, subdivider or owner of property any right to receive notice of the potential impact of Land Use Changes on the Facilities Special Tax applicable to a Parcel; and **each developer, subdivider or owner of property in the CFD shall be responsible for understanding the impact thereof on the Facilities Special Tax applicable to such property**.

E. ANNEXATIONS

If, in any Fiscal Year, a property owner within the Future Annexation Area wants to annex property into Improvement Area No. 2, the Administrator shall apply the following steps as part of the annexation proceedings:

Step 1: Working with City staff and the landowner, the Administrator shall determine the Maximum Special Taxes that will apply to all Parcels that are expected to be within the area to be annexed. Once determined, the Maximum Special Taxes for the annexing area shall be identified on the Unanimous Approval Form which will be signed by the property owner as part of the annexation process.

Step 2: The Administrator shall ensure that a Notice of Special Tax Lien is recorded against all Parcels that are annexed to Improvement Area No. 2.

Step 3: The Administrator shall prepare and keep on file an updated Attachment 2 that adds the annexed property and identifies the Expected Land Uses and revised Expected Maximum Facilities Special Tax Revenues for Improvement Area No. 2. After the annexation is complete, the application of Sections D, F, and I of this RMA shall be based on the adjusted Expected Land Uses and Expected Maximum Facilities Special Tax Revenues including the newly annexed property.

Step 4: The Administrator shall recalculate the Public Facilities Requirement used in the prepayment calculation in Section I below to include the estimated net proceeds that can be generated to fund Authorized Facilities based on the Maximum Facilities Special Tax capacity from the annexed area. The adjusted Public Facilities Requirement shall be calculated by (i) dividing the increased Expected Maximum Facilities Special Tax Revenues that can be collected after the annexation by the Expected Maximum Facilities Special Tax Revenues that were in place prior to the annexation, and (ii) multiplying the quotient by the Public Facilities Requirement that was in place prior to the annexation.

If an owner of a Parcel or Parcels outside the Future Annexation Area wants to annex into the CFD and the City agrees to such annexation, the procedures set forth in Section 53339 *et seq.* of

the Act shall be used to process the annexation. The Administrator shall apply the steps set forth above, using, for Step 1, the Maximum Special Taxes identified in the Rate and Method of Apportionment of Special Tax adopted as part of the annexing proceedings instead of the Unanimous Approval Form.

F. METHOD OF LEVY OF THE SPECIAL TAXES

1. Facilities Special Tax

Each Fiscal Year, the Administrator shall determine the Facilities Special Tax Requirement and levy the Facilities Special Tax on all Parcels of Taxable Property as follows:

Step 1: In the first fifteen (15) Fiscal Years in which a Facilities Special Tax is levied within Improvement Area No. 2, the Maximum Facilities Special Tax shall be levied on each Parcel of Single Family Detached Residential Property and Other Property, prior to applying any Capitalized Interest that is available in the CFD accounts. Any Facilities Special Tax proceeds collected that are determined by the Administrator to be Remainder Taxes shall be deposited into the Improvement Fund to pay costs associated with the acquisition of Authorized Facilities eligible to be financed by the Remainder Taxes under the Acquisition Agreement and that were not paid with Bond proceeds or Facilities Special Taxes levied in prior Fiscal Years.

Beginning in the sixteenth (16^{th}) Fiscal Year in which a Facilities Special Tax is levied within Improvement Area No. 2 and continuing until the Trigger Event, the Facilities Special Tax shall be levied Proportionately on each Parcel of Single Family Detached Residential Property and Other Property up to 100% of the Maximum Facilities Special Tax for each Parcel for such Fiscal Year until the amount levied on Single Family Detached Residential Property and Other Property is equal to the Facilities Special Tax Requirement prior to applying any Capitalized Interest that is available in the CFD accounts.

Step 2: If additional revenue is needed after Step 1 and after applying Capitalized Interest to the Facilities Special Tax Requirement, the Facilities Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the Maximum Facilities Special Tax for Undeveloped Property for such Fiscal Year.

Step 3: If additional revenue is needed after Step 2, the Facilities Special Tax shall be levied Proportionately on each Parcel of Taxable Owners Association Property and Taxable Public Property, up to 100% of the Maximum Facilities Special Tax for each Parcel of Owners Association Property and Taxable Public Property, as applicable, for such Fiscal Year.

2. Services Special Tax

Each Fiscal Year, the Administrator shall determine the Services Special Tax Requirement and levy the Services Special Tax on all Parcels of Taxable Property as follows:

Step 1: The Services Special Tax shall be levied Proportionately on each Parcel of Developed Property, up to 100% of the Maximum Services Special Tax for each Parcel for such Fiscal Year until the amount levied is equal to the Services Special Tax Requirement.

Step 2: If additional revenue is needed after Step 1, the Services Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property, up to 100% of the Maximum Services Special Tax for Undeveloped Property for such Fiscal Year.

G. MANNER OF COLLECTION OF SPECIAL TAXES

Each of the Facilities Special Taxes and the Services Special Taxes shall be identified and collected separately. Facilities Special Taxes collected shall be used only to satisfy the Facilities Special Tax Requirement or to finance Authorized Facilities. Services Special Taxes collected shall be used only to satisfy the Services Special Tax Requirement.

Each of the Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that partial prepayments of the Facilities Special Tax are permitted as set forth in Section I below and provided further that the City may directly bill each of the Special Taxes, may collect each of the Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

The Facilities Special Tax shall be levied and collected until the earlier of (i) the Trigger Event, or (ii) Fiscal Year 2059-60. Under no circumstances may the Facilities Special Tax on a Parcel in residential use be increased in any Fiscal Year as a consequence of delinquency or default in payment of the Facilities Special Tax levied on another Parcel or Parcels by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults. The Services Special Tax may be levied and collected in perpetuity.

H. EXEMPTIONS

Notwithstanding any other provision of this RMA, no Facilities Special Tax may be levied on the following: (i) Public Property, except Taxable Public Property, and (ii) Owners Association Property, except Taxable Owners Association Property. No Services Special Tax shall be levied on the following: (i) Public Property, including Taxable Public Property, and (ii) Owners Association Property, including Taxable Owners Association Property. In addition, no Special Taxes shall be levied on: (i) Parcels that are designated as permanent open space or common

space on which no structure is permitted to be constructed, (ii) Parcels owned by a public utility for an unmanned facility, and (iii) Parcels subject to an easement that precludes any use on the Parcel other than that permitted by the easement. Notwithstanding the foregoing, if a Facilities Special Tax has been levied on a Parcel in any Fiscal Year, and the entire Parcel subsequently becomes open space, an unmanned utility facility, or subject to an easement that precludes a residential or non-residential use, the Parcel shall remain subject to the Facilities Special Tax levy, unless: (i) the first series of Bonds has yet to be issued for Improvement Area No. 2, or (ii) the Administrator determines that, if such Parcel becomes exempt from the Facilities Special Tax, the corresponding reduction in the Expected Maximum Facilities Special Tax Revenues would not reduce debt service coverage on outstanding Bonds below the Required Coverage. In either case, such property shall be categorized as Public Property, and the Administrator shall recalculate the Expected Maximum Facilities Special Tax Revenues to reflect the corresponding loss in revenues.

I. PARTIAL PREPAYMENT OF FACILITIES SPECIAL TAX

The following definitions apply to this Section I:

"Outstanding Bonds" means all Previously Issued Bonds which remain outstanding, with the following exception: if a Facilities Special Tax has been levied against, or already paid by, an Assessor's Parcel making a prepayment, and a portion of the Facilities Special Tax will be used to pay a portion of the next principal payment on the Bonds that remain outstanding (as determined by the Administrator), that next principal payment shall be subtracted from the total Bond principal that remains outstanding, and the difference shall be used as the amount of Outstanding Bonds for purposes of this prepayment formula.

"Previously Issued Bonds" means all Bonds that have been issued prior to the date of prepayment.

"Public Facilities Requirements" means: (i) $9,600,000 in fiscal year 2018-19 dollars, which amount shall, on July 1, 2019 and on each July 1 thereafter, be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year, or (ii) such lower number as shall be determined by the City to be an appropriate estimate of the net construction proceeds that will be generated from all Bonds that have been or are expected to be issued on behalf of Improvement Area No. 2.

"Remaining Facilities Costs" means the Public Facilities Requirements (as defined above), minus public facility costs funded by Previously Issued Bonds (as defined above), Facilities Special Taxes, or prior prepayments.

A property owner may prepay up to 80% of the Facilities Special Tax obligation applicable to a Parcel in Improvement Area No. 2, thereby reducing the Maximum Facilities Special Tax applicable to the Parcel, provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Parcel at the time of prepayment. An owner of a Parcel intending to prepay a portion of the Facilities Special Tax obligation shall provide the City with

written notice of intent to prepay, which shall identify the percentage of the Maximum Facilities Special Tax that is to be prepaid. Within 30 days of receipt of such written notice, the City or its designee shall notify such owner of the prepayment amount for such Parcel. Prepayment must be made not less than 50 days prior to any redemption date for Bonds to be redeemed with the proceeds of such prepaid Facilities Special Taxes. Under no circumstance shall a prepayment be allowed that would reduce debt service coverage below the Required Coverage. The Prepayment Amount shall be calculated as follows (capitalized terms as defined above or below):

Bond Redemption Amount	
plus	Remaining Facilities Amount
plus	Redemption Premium
plus	Defeasance Requirement
plus	Administrative Fees and Expenses
less	Reserve Fund Credit
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount shall be determined by application of the following steps:

Step 1. Determine the Maximum Facilities Special Tax that could be levied on the Parcel based on Expected Land Uses at the time the prepayment is calculated.

Step 2. Divide the Maximum Facilities Special Tax computed pursuant to Step 1 by the Expected Maximum Facilities Special Tax Revenues for Improvement Area No. 2 in that Fiscal Year.

Step 3. Multiply the quotient computed in Step 2 by the percentage of the Maximum Facilities Special Tax that the property owner wants to prepay, which percentage shall not exceed 80%.

Step 4. Multiply the quotient computed pursuant to Step 3 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (*the **"Bond Redemption Amount"***).

Step 5. Compute the current Remaining Facilities Costs (if any).

Step 6. Multiply the quotient computed pursuant to Step 3 by the amount determined pursuant to Step 5 to compute the amount of Remaining Facilities Costs to be prepaid (*the **"Remaining Facilities Amount"***).

Step 7. Multiply the Bond Redemption Amount computed pursuant to Step 4 by the applicable redemption premium as shown in the Indenture, if any, on the Outstanding Bonds to be redeemed (*the **"Redemption Premium"***).

Step 8. Compute the amount needed to pay interest on the Bond Redemption Amount starting with the last Bond interest payment date on which interest

has been or will be paid by Facilities Special Taxes already levied until the earliest redemption date for the Outstanding Bonds. If Bonds are callable at, or prior to, the last Bond interest payment date on which interest has been or will be paid by Facilities Special Taxes already levied, Steps 8, 9 and 10 of this prepayment formula will not apply.

Step 9. Compute the amount of interest the City reasonably expects to derive from reinvestment of the Bond Redemption Amount plus the Redemption Premium from the first Bond interest payment date after which the prepayment has been received until the redemption date for the Outstanding Bonds.

Step 10. Subtract the amount computed pursuant to Step 9 from the amount computed pursuant to Step 8 (the ***"Defeasance Requirement"***).

Step 11. The administrative fees and expenses associated with the prepayment will be determined by the Administrator and include the costs of computing the prepayment, redeeming Bonds and recording any notices to evidence the prepayment and the redemption (the ***"Administrative Fees and Expenses"***).

Step 12. If, at the time the prepayment is calculated, the reserve fund is greater than or equal to the reserve requirement, and to the extent so provided in the Indenture, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the ***"Reserve Fund Credit"***).

Step 13. The Facilities Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 4, 6, 7, 10, and 11, less the amount computed pursuant to Step 12 (the ***"Prepayment Amount"***).

Step 14. From the Prepayment Amount, the amounts computed pursuant to Steps 4, 7, and 10 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds (including the payment of any accrued interest). The amount computed pursuant to Step 6 shall be deposited into the Improvement Fund. The amount computed pursuant to Step 11 shall be retained in the account or fund that is established to pay Administrative Expenses of the CFD.

Once a partial prepayment has been received, an Amendment to Special Tax Lien shall be recorded against the Parcel to reflect the reduced Facilities Special Tax lien for the Parcel, which shall be equal to the portion of the Maximum Facilities Special Tax that was not prepaid, and the Administrator shall update Attachment 2 to show the revised Expected Maximum Facilities Special Tax Revenues. However, an Amendment to Special Tax Lien shall not be recorded until all Special Taxes levied on the Parcel in the current or prior Fiscal Years have been collected. The prepayment of a portion of the Facilities Special Tax shall not affect the perpetual obligation to pay the Services Special Tax.

J. INTERPRETATION OF SPECIAL TAX FORMULA

The City may interpret, clarify, and revise this RMA to correct any inconsistency, vagueness, or ambiguity, by resolution and/or ordinance, that does not create a material adverse effect on the levy and collection of the Special Taxes and any security for any Bonds.

ATTACHMENT 1

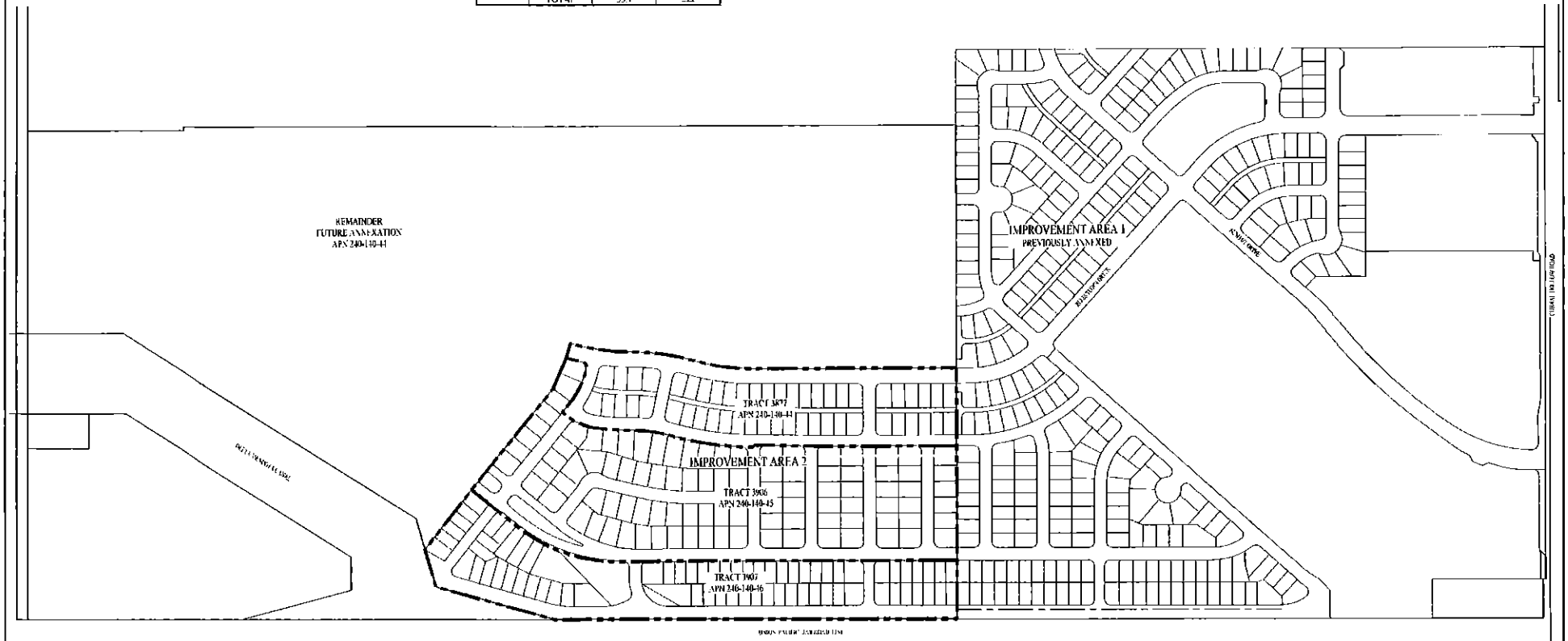
Improvement Area No. 2 of the
City of Tracy
Community Facilities District No. 2016-2
(ECFD)

Identification of SFD Lots and Other Property in
Improvement Area No. 2

ATTACHMENT 1

IMPROVEMENT AREA No. 2
CITY OF TRACY
COMMUNITY FACILITIES DISTRICT No. 2016-2
(ECFD)

	IMPROVEMENT AREA NO. 2		
TRACT NO.	APN NO.	AREA(ACRES)	NO. OF LOTS
3877	240-140-44	13.7	51
3906	240-140-45	25.9	99
3907	240-140-46	15.5	72
	TOTAL	55.1	222



ATTACHMENT 2

Improvement Area No. 2 of the
City of Tracy
Community Facilities District No. 2016-2
(ECFD)

Expected Land Uses and Expected Maximum Facilities Special Tax Revenues

Square Footage Category	Number of Units	Target Facilities Special Tax (FY 2018-19) *	Expected Maximum Facilities Special Tax Revenues (FY 2018-19) *
Residential Units Greater than 4,000 Square Feet	0 units	$3,046.30 per Residential Unit	$0
Residential Units 2,000 – 4,000 Square Feet	222 units	$2,954.74 per Residential Unit	$655,952
Residential Units Less than 2,000 Square Feet	0 units	$1,925.78 per Residential Unit	$0
Total Expected Maximum Facilities Special Tax Revenues			**$655,952**

*** On July 1, 2019 and on each July 1 thereafter, all figures shown above shall be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.**

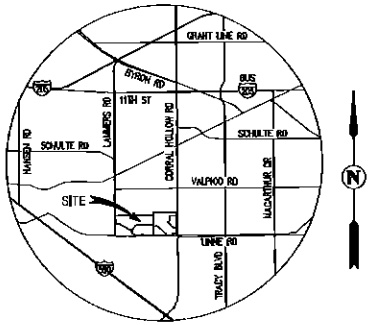
EXHIBIT C

PROPOSED ANNEXATION MAP

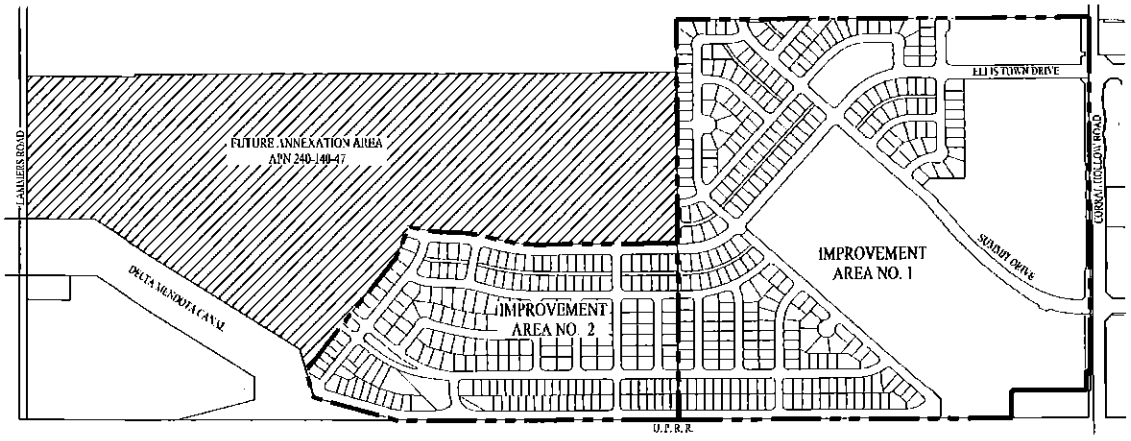
[attached]

CONSOLIDATED MAP OF THE BOUNDARIES OF CITY OF TRACY

COMMUNITY FACILITIES DISTRICT NO. 2016-2 (ECFD)
CITY OF TRACY
COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA



VICINITY MAP
NOT TO SCALE



LEGEND:

CFD NO. 2016-2 (ECFD) BOUNDARY

FUTURE ANNEXATION AREA

RECORDER'S STATEMENT

THIS MAP REFLECTS THE ANNEXATION INTO THE CFD OF CERTAIN PARCELS IN THE FUTURE ANNEXATION AREA AS "IMPROVEMENT AREA NO. 2 OF THE CITY OF TRACY COMMUNITY FACILITIES DISTRICT NO. 2016-2 (ECFD)." THIS MAP SUPERSEDES THE MAP ENTITLED "PROPOSED BOUNDARIES OF CITY OF TRACY COMMUNITY FACILITIES DISTRICT NO. 2016-2 (ECFD), CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA" RECORDED ON JANUARY 4, 2017 AT 2:34 P.M. IN BOOK 6 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 92 IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA (THE "BOUNDARY MAP").

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF TRACY, STATE OF CALIFORNIA, THIS __ DAY OF _____, 2019.

_____
CITY CLERK
CITY OF TRACY
STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN CONSOLIDATED MAP OF THE BOUNDARIES OF CITY OF TRACY COMMUNITY FACILITIES DISTRICT NO. 2016-2 (ECFD), CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF TRACY AT A REGULAR MEETING THEREOF, HELD ON THE __ DAY OF _____, 2019, BY ITS RESOLUTION NO._____

_____
CITY CLERK
CITY OF TRACY
STATE OF CALIFORNIA

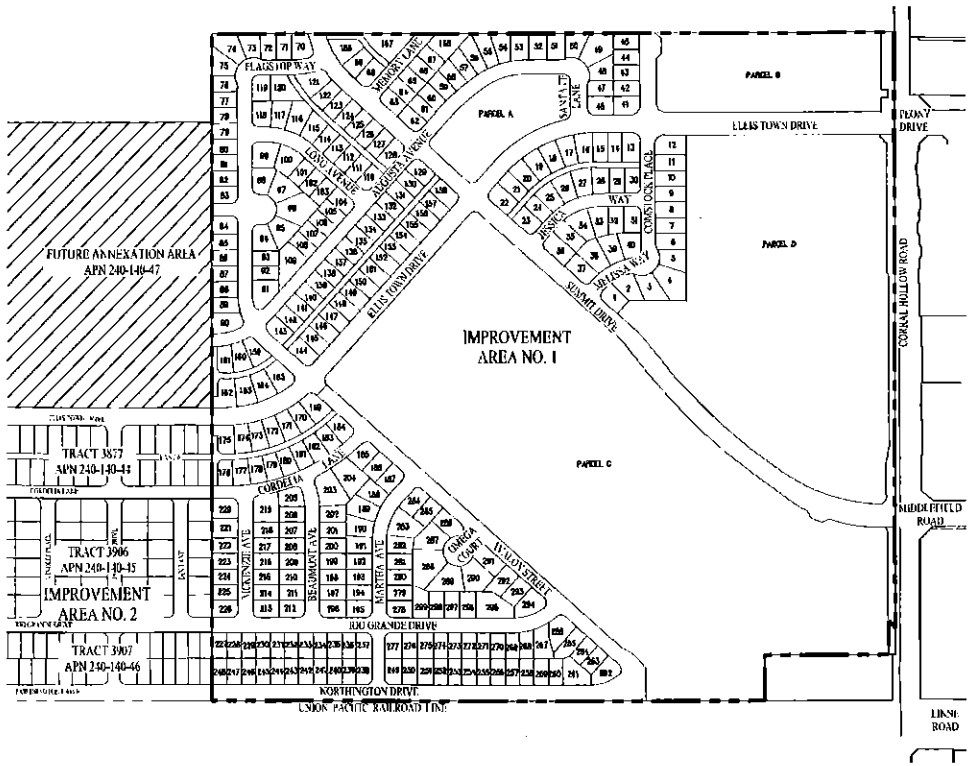
FILED THIS __ DAY OF _____, 2019, AT THE HOUR OF ____ O'CLOCK _M. IN BOOK ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE ____, IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SA JOAQUIN, STATE OF CALIFORNIA.

BY: _____
KENNETH W. BLAKEMORE
RECORDER / COUNTY CLERK
COUNTY OF SAN JOAQUIN

CONSOLIDATED MAP OF THE BOUNDARIES OF CITY OF TRACY

COMMUNITY FACILITIES DISTRICT NO. 2016-2 (ECFD)
CITY OF TRACY
COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA

IMPROVEMENT AREA NO. 1 DETAIL



LEGEND:

IMPROVEMENT AREA NO. 1 OF CFD No. 2016-2 (ECFD)

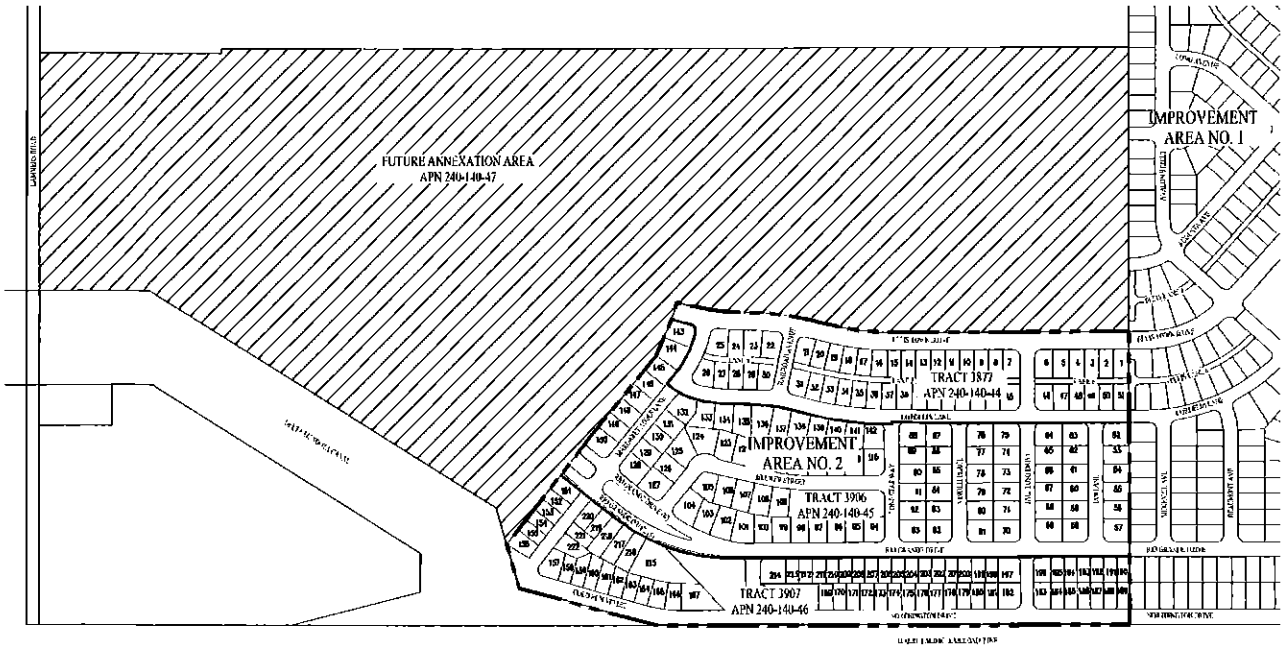
IMPROVEMENT AREA NO. 1

REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER	REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER	REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER	REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER	REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER	REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	240-690-01	52	240-690-52	103	240-710-04	154	240-710-47	205	240-730-29	256	240-750-08
2	240-690-02	53	240-690-53	104	240-710-05	155	240-710-46	206	240-730-30	257	240-750-09
3	240-690-03	54	240-690-54	105	240-710-06	156	240-710-45	207	240-730-31	258	240-750-10
4	240-690-04	55	240-690-55	106	240-710-07	157	240-710-44	208	240-730-32	259	240-750-11
5	240-690-05	56	240-690-56	107	240-710-08	158	240-710-43	209	240-740-09	260	240-750-12
6	240-690-06	57	240-690-57	108	240-710-09	159	240-710-23	210	240-740-10	261	240-750-13
7	240-690-07	58	240-690-58	109	240-710-10	160	240-710-22	211	240-740-11	262	240-750-14
8	240-690-08	59	240-700-01	110	240-700-35	161	240-710-21	212	240-740-12	263	240-750-15
9	240-690-09	60	240-700-02	111	240-700-36	162	240-710-27	213	240-740-13	264	240-750-16
10	240-690-10	61	240-700-03	112	240-700-37	163	240-710-26	214	240-740-14	265	240-750-17
11	240-690-11	62	240-700-04	113	240-700-38	164	240-710-25	215	240-740-15	266	240-750-18
12	240-690-12	63	240-700-05	114	240-700-39	165	240-710-24	216	240-740-16	267	240-750-19
13	240-690-13	64	240-700-06	115	240-700-40	166	240-700-13	217	240-730-33	268	240-750-20
14	240-690-14	65	240-700-07	116	240-700-41	167	240-700-14	218	240-730-34	269	240-750-21
15	240-690-15	66	240-700-08	117	240-700-42	168	240-700-10	219	240-730-35	270	240-750-22
16	240-690-16	67	240-700-09	118	240-700-43	169	240-730-01	220	240-730-36	271	240-750-23
17	240-690-17	68	240-700-11	119	240-700-44	170	240-730-02	221	240-730-37	272	240-750-24
18	240-690-18	69	240-700-12	120	240-700-45	171	240-730-03	222	240-730-38	273	240-750-25
19	240-690-19	70	240-700-15	121	240-700-46	172	240-730-04	223	240-740-17	274	240-750-26
20	240-690-20	71	240-700-16	122	240-700-47	173	240-730-05	224	240-740-18	275	240-750-27
21	240-690-21	72	240-700-17	123	240-700-48	174	240-730-06	225	240-740-19	276	240-750-28
22	240-690-22	73	240-700-18	124	240-700-49	175	240-730-07	226	240-740-20	277	240-750-29
23	240-690-23	74	240-700-19	125	240-700-50	176	240-730-08	227	240-740-21	278	240-750-30
24	240-690-24	75	240-700-20	126	240-700-51	177	240-730-09	228	240-740-22	279	240-750-31
25	240-690-25	76	240-700-21	127	240-700-52	178	240-730-10	229	240-740-23	280	240-750-32
26	240-690-26	77	240-700-22	128	240-700-53	179	240-730-11	230	240-740-24	281	240-750-33
27	240-690-27	78	240-700-23	129	240-710-42	180	240-730-12	231	240-740-25	282	240-750-34
28	240-690-28	79	240-700-24	130	240-710-41	181	240-730-13	232	240-740-26	283	240-750-35
29	240-690-29	80	240-700-25	131	240-710-40	182	240-730-14	233	240-740-27	284	240-750-36
30	240-690-30	81	240-700-26	132	240-710-39	183	240-730-15	234	240-740-28	285	240-750-37
31	240-690-31	82	240-700-27	133	240-710-38	184	240-730-16	235	240-740-29	286	240-750-38
32	240-690-32	83	240-700-28	134	240-710-37	185	240-730-17	236	240-740-30	287	240-750-39
33	240-690-33	84	240-710-14	135	240-710-36	186	240-730-18	237	240-740-31	288	240-750-40
34	240-690-34	85	240-710-15	136	240-710-35	187	240-730-19	238	240-740-32	289	240-750-41
35	240-690-35	86	240-710-16	137	240-710-34	188	240-730-20	239	240-740-33	290	240-750-42
36	240-690-36	87	240-710-17	138	240-710-33	189	240-730-21	240	240-740-34	291	240-750-43
37	240-690-37	88	240-710-18	139	240-710-32	190	240-730-22	241	240-740-35	292	240-750-44
38	240-690-38	89	240-710-19	140	240-710-31	191	240-730-23	242	240-740-36	293	240-750-45
39	240-690-39	90	240-710-20	141	240-710-30	192	240-740-01	243	240-740-37	294	240-750-46
40	240-690-40	91	240-710-11	142	240-710-29	193	240-740-02	244	240-750-38	295	240-750-47
41	240-690-41	92	240-710-12	143	240-710-28	194	240-740-03	245	240-740-39	296	240-750-48
42	240-690-42	93	240-710-13	144	240-730-57	195	240-740-04	246	240-740-40	297	240-750-49
43	240-690-43	94	240-710-01	145	240-730-56	196	240-740-05	247	240-740-41	298	240-750-50
44	240-690-44	95	240-710-02	146	240-730-55	197	240-740-06	248	240-740-42	299	240-750-51
45	240-690-45	96	240-710-03	147	240-730-54	198	240-740-07	249	240-750-01	PARCEL A	240-140-34
46	240-690-46	97	240-700-29	148	240-730-53	199	240-740-08	250	240-750-02	PARCEL B	240-140-35
47	240-690-47	98	240-700-30	149	240-730-52	200	240-730-24	251	240-750-03	PARCEL C	240-140-41
48	240-690-48	99	240-700-31	150	240-730-51	201	240-730-25	252	240-750-04	PARCEL D	240-140-43
49	240-690-49	100	240-700-32	151	240-730-50	202	240-730-26	253	240-750-05		
50	240-690-50	101	240-700-33	152	240-710-49	203	240-730-27	254	240-750-06		
51	240-690-51	102	240-700-34	153	240-710-48	204	240-730-28	255	240-750-07		

CONSOLIDATED MAP OF THE BOUNDARIES OF CITY OF TRACY

COMMUNITY FACILITIES DISTRICT NO. 2016-2 (ECFD)
CITY OF TRACY
COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA

IMPROVEMENT AREA NO. 2 DETAIL



IMPROVEMENT AREA NO. 2		
TRACT NO.	APN NO.	TOTAL AREA (ACRES)
3877	240-140-44	13.7
3906	240-140-45	25.9
3907	240-140-46	15.5
	TOTAL	55.1

LEGEND:

IMPROVEMENT AREA NO. 2 OF CFD No. 2016-2 (ECFD)

FUTURE ANNEXATION AREA

TRACT BOUNDARY

April 16, 2019

AGENDA ITEM 1.K

REQUEST

APPROVE THE FINAL SUBDIVISION MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR ELLIS GARDENS PHASE 1, TRACT 3877, AND AUTHORIZE THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

EXECUTIVE SUMMARY

Approval of the Final Subdivision Map will facilitate recordation of the Final Subdivision Map, and the issuance of building permits to construct residential houses within the Ellis Gardens Phase 1 Subdivision, Woodside 05N, LP, a California Limited Partnership, (Subdivider) has signed the Subdivision Improvement Agreement (SIA) for construction of the subdivision improvements to serve 51 single-family dwelling lots, that will be created by the Final Subdivision Map.

DISCUSSION

On May 10, 2017, the Planning Commission approved the Vesting Tentative Subdivision Map for second phase of the Ellis Specific Plan Project, Tract 3877, The Gardens (VTSM), pursuant to PC Resolution No. 2017-015. The VTSM includes approximately 356 single-family residential lots and nine other parcels on approximately 106 acres (Ellis Phase 2 Subdivision) generally located on the west of Ellis Phase 1A and 1B (Village Neighborhood), Union Pacific Railroad Line to the south, agricultural land to the north and future Neighborhood to the west.

The Subdivider is requesting approval of the Final Subdivision Map for Ellis Gardens Phase 1, Tract 3877, to create 51 single-family residential lots within the boundaries of and in conformance with the approved VTSM. The Final Subdivision Map for Tract 3877 (Attachment B) has been prepared on behalf of the Subdivider and reviewed by the Engineering Division.

The Conditions of Approval for the VTSM require the Subdivider to design and construct certain on-site improvements as a condition of approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards. Improvement Plans for the required improvements have been prepared on behalf of the Subdivider and approved by the City Engineer.

The Subdivider has executed the SIA for the completion of the Subdivision Improvements including roadway improvements on Ellis Town Drive, Cordelia Lane, Jack Tuso Drive, Railroad Avenue, and Margaret Adele Lane (between Cordelia Lane and Ellis Town Drive), Ellis Lane 6, Ellis Lane 7, Ellis Lane 8, and other associated improvements. The roadway improvements include asphalt concrete pavement, curb, gutter, sidewalk, storm drainage, watermain connection, street lights, signing and striping, pavement transition to existing roadway section, and other improvements.

The Engineering Division has reviewed the Improvement Plans and all improvements required of Ellis Gardens Phase 1 Tract 3877, are guaranteed as part of the SIA with security.

The Final Subdivision Map has been reviewed as to its substantial compliance with the design of the approved Tentative Subdivision Map. The SIA, Final Subdivision Map, 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 Subdivider has paid the applicable engineering review fees, which include the cost of processing the Final Subdivision Map and Subdivision Improvement Agreement.

STRATEGIC PLAN

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

RECOMMENDATION

That City Council, by resolution, approve the Final Subdivision Map for Ellis Gardens Phase 1, Tract 3877, and authorize the City Clerk to file the Subdivision Improvement Agreement with the Office of the San Joaquin County Recorder.

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

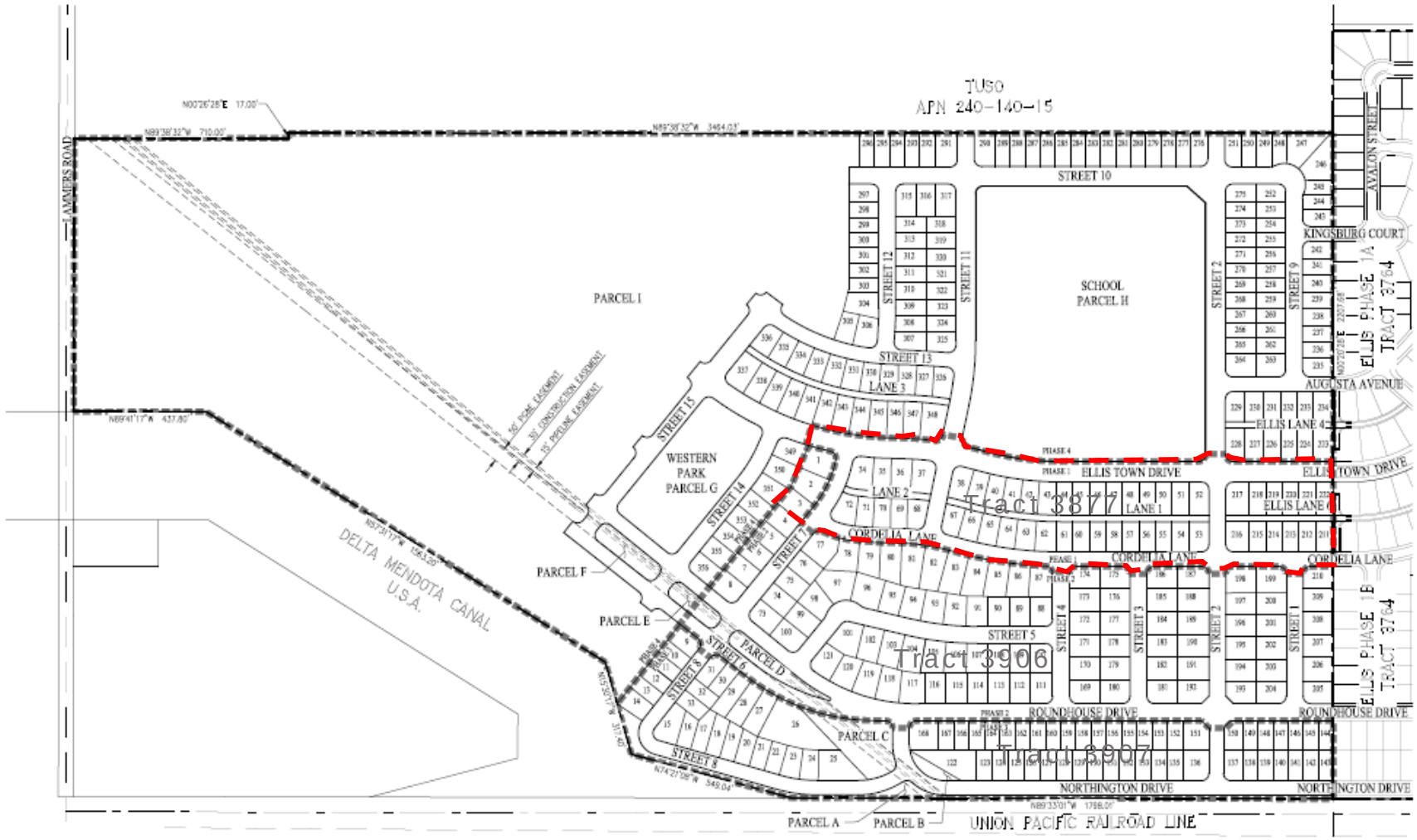
Reviewed by: Robert Armijo, PE, City Engineer/Assistant Development Services Director
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

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

ATTACHMENT A



TRACT NO. 3877

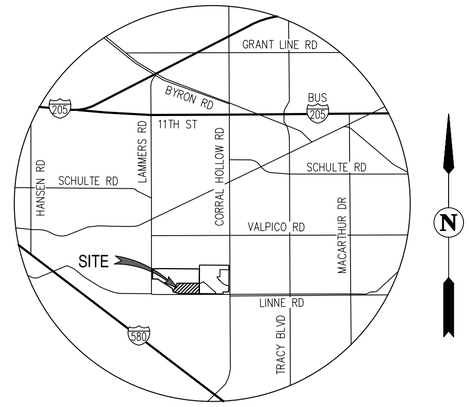
SUBDIVISIONS OF SAN JOAQUIN COUNTY, CALIFORNIA

ELLIS GARDENS - PHASE 1

BEING A SUBDIVISION OF PARCEL 1 AS DESCRIBED ON THAT CERTAIN DEED RECORDED MAY 24, 2017, AS DOCUMENT NO. 2017-058417, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, LYING WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

FEBRUARY 2019



VICINITY MAP
NOT TO SCALE

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 3877, SUBDIVISIONS OF SAN JOAQUIN COUNTY, ELLIS GARDENS – PHASE 1, CITY OF TRACY, CALIFORNIA", AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE FOLLOWING DESCRIBED PROPERTY IS HEREBY DEDICATED IN FEE FOR PUBLIC PURPOSES:

1) CORDELIA LANE, ELLIS TOWN DRIVE, JACK TUSO DRIVE, MARGARET ADELE LANE, RAILROAD AVENUE, ELLIS LANE 6, ELLIS LANE 7 AND ELLIS LANE 8 FOR ROADWAY AND UTILITY PURPOSES.

THE FOLLOWING DESCRIBED PROPERTY IS HEREBY DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

1) ALL PUBLIC UTILITY EASEMENTS AS SHOWN ON THIS FINAL MAP.

WE ALSO RESERVE TO THE CITY OF TRACY, THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE ONE-FOOT ACCESS RESERVE STRIP AT THE WESTERN TERMINUS OF ELLIS TOWN DRIVE AS SHOWN ON THIS FINAL MAP.

WE ALSO RELINQUISH TO THE CITY OF TRACY ALL RIGHTS OF VEHICULAR ACCESS OF LOTS 1, THROUGH 25, INCLUSIVE, TO AND FROM ELLIS TOWN DRIVE; OF LOTS 25 AND 25 TO AND FROM MARGARET ADELE LANE; OF LOTS 26 THROUGH 51, INCLUSIVE TO AND FROM CORDELIA LANE; OF LOTS 21, 22, 30 AND 31, TO AND FROM RAILROAD AVENUE; OF LOTS 6, 7, 45 AND 46 TO AND FROM JACK TUSO DRIVE; AND OF LOTS 1 AND 51 TO AND FROM ELLIS LANE 6, ALL AS SHOWN ON THIS FINAL MAP.

AS OWNER: WOODSIDE 05N, LP, A CALIFORNIA LIMITED PARTNERSHIP
BY: WDS GP, INC., A CALIFORNIA CORPORATION, ITS GENERAL PARTNER

BY: _____
NAME: SCOTT HOISINGTON
TITLE: VICE PRESIDENT
DATE: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

OWNER'S ACKNOWLEDGMENT

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

STATE OF _____ } SS.
COUNTY OF _____ }

ON _____ , BEFORE ME, _____ , A NOTARY PUBLIC, PERSONALLY APPEARED _____ , WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY 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: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

OWNER'S ACKNOWLEDGMENT

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

STATE OF _____ } SS.
COUNTY OF _____ }

ON _____ , BEFORE ME, _____ , A NOTARY PUBLIC, PERSONALLY APPEARED _____ , WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY 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: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20_____, AT _____.M. IN BOOK_____

OF MAPS AND PLATS, AT PAGE _____, AT THE REQUEST OF _____ .

FEE: $ _____

_____
STEVE J. BESTOLARIDES
ASSESSOR-RECORDER-COUNTY CLERK

BY: _____
ASSISTANT/DEPUTY RECORDER

TRACT NO. 3877

SUBDIVISIONS OF SAN JOAQUIN COUNTY, CALIFORNIA

ELLIS GARDENS - PHASE 1

BEING A SUBDIVISION OF PARCEL 1 AS DESCRIBED ON THAT CERTAIN DEED RECORDED MAY 24, 2017, AS DOCUMENT NO. 2017-058417, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, LYING WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

FEBRUARY 2019

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WOODSIDE 05N, LP A CALIFORNIA LIMITED PARTNERSHIP, IN NOVEMBER 2018. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2020; AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

_____
DATE

LICENSED LAND SURVEYOR
MARK H. WEHBER
7960
STATE OF CALIFORNIA

_____
MARK H. WEHBER, P.L.S.
L.S. NO. 7960

STATEMENT OF THE SURVEYOR FOR THE CITY

I, DAVID W. ENKE, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 3877, SUBDIVISIONS OF SAN JOAQUIN COUNTY, ELLIS GARDENS – PHASE 1, CITY OF TRACY, CALIFORNIA", AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

_____
DAVID W. ENKE, L.S. 4071
SURVEYOR FOR THE CITY

_____
DATE

CITY ENGINEER'S STATEMENT

I ROBERT ARMIJO, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF TRACY, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 3877, SUBDIVISIONS OF SAN JOAQUIN COUNTY, ELLIS GARDENS – PHASE 1, CITY OF TRACY, CALIFORNIA", AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

_____
ROBERT ARMIJO, R.C.E. 63173
CITY ENGINEER

_____
DATE:

SOILS REPORT

A SOILS REPORT WAS PREPARED BY WALLA–KUHL & ASSOCIATES, DATED JULY 20, 2018, PROJECT NO. 12002.02, SIGNED BY MICHAEL M. WATARI, GE AND HAS BEEN FILED AT THE OFFICE OF THE CITY ENGINEER.

NOTES:

1. APPROVAL OF THIS FINAL MAP IS SUBJECT TO THE APPLICABLE REQUIREMENTS OF THE TENTATIVE SUBDIVISION MAP FOR THE GARDENS, TRACT NO. 3877 CONDITIONS OF APPROVAL THAT WAS APPROVED ON MAY 10, 2017, PURSUANT TO RESOLUTION 2017–015.

2. THE SAN JOAQUIN COUNTY AIRPORT LAND USE COMMISSION'S AIRPORT LAND USE COMPATIBILITY PLAN IDENTIFIES THE TRACY MUNICIPAL AIRPORT'S AIRPORT INFLUENCE AREA. PROPERTIES WITHIN THIS AREA ARE ROUTINELY SUBJECT TO OVERFLIGHTS BY AIRCRAFT USING THIS PUBLIC–USE AIRPORT AND, AS A RESULT, RESIDENTS MAY EXPERIENCE INCONVENIENCE, ANNOYANCE, OR DISCOMFORT ARISING FROM THE NOISE OF SUCH OPERATIONS. STATE LAW (PUBLIC UTILITIES CODE SECTION 21670 ET SEQ.) ESTABLISHES THE IMPORTANCE OF PUBLIC USE AIRPORTS TO THE PUBLIC INTEREST OF THE PEOPLE OF THE STATE OF CALIFORNIA. RESIDENTS OF PROPERTY NEAR SUCH AIRPORTS SHOULD THEREFORE BE PREPARED TO ACCEPT THE INCONVENIENCE, ANNOYANCE, OR DISCOMFORT FROM NORMAL AIRCRAFT OPERATIONS. RESIDENTS ALSO SHOULD BE AWARE THAT THE CURRENT VOLUME OF AIRCRAFT ACTIVITY MAY INCREASE IN THE FUTURE. ANY SUBSEQUENT DEED CONVEYING THIS PARCEL OR SUBDIVISIONS THEREOF SHALL CONTAIN A STATEMENT IN SUBSTANTIALLY THIS FORM.

3. ALL PERSONS PURCHASING LOTS WITHIN THE BOUNDARIES OF THIS APPROVED MAP SHOULD BE PREPARED TO ACCEPT THE INCONVENIENCES OR DISCOMFORTS ASSOCIATED WITH AGRICULTURAL OPERATIONS OR ACTIVITIES, SUCH AS NOISE, ODORS, INSECTS, DUST OR FUMES. SAN JOAQUIN COUNTY HAS DETERMINED THAT SUCH INCONVENIENCES OR DISCOMFORTS SHALL NOT BE CONSIDERED TO BE A NUISANCE.

4. ALL FRONT LOT CORNERS ARE TO BE REFERENCED WITH A NAIL AND TAG SET IN THE SIDEWALK, 1' FROM LOT CORNER ON SIDE LOT LINE PROJECTION. REAR CORNERS ARE TO BE REFERENCED WITH A REBAR AND CAP OR NAIL AND TAG.

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE _____DAY OF _____, 20_____, THE CITY COUNCIL OF THE CITY OF TRACY, CALIFORNIA PER COUNCIL RESOLUTION NO. _____ APPROVED THIS FINAL MAP OF "TRACT NO. 3877, SUBDIVISIONS OF SAN JOAQUIN COUNTY, ELLIS GARDENS – PHASE 1, CITY OF TRACY, CALIFORNIA", AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION IN FEE OF ALL STREET RIGHTS OF WAY, SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON, IN ACCORDANCE WITH TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP;

ACCEPTED ON BEHALF OF THE CITY THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE ONE–FOOT ACCESS RESERVE STRIPS AT THE WESTERN TERMINUS OF ELLIS TOWN DRIVE AS SHOWN ON THIS FINAL MAP;

ACCEPTED ON BEHALF OF THE CITY ALL RIGHTS OF VEHICULAR ACCESS OF LOTS 1, THROUGH 25, INCLUSIVE, TO AND FROM ELLIS TOWN DRIVE; OF LOTS 25 AND 25 TO AND FROM MARGARET ADELE LANE; OF LOTS 26 THROUGH 51, INCLUSIVE TO AND FROM CORDELIA LANE; OF LOTS 21, 22, 30 AND 31, TO AND FROM RAILROAD AVENUE; OF LOTS 6, 7, 45 AND 46 TO AND FROM JACK TUSO DRIVE; AND OF LOTS 1 AND 51 TO AND FROM ELLIS LANE 6, ALL AS SHOWN ON THIS FINAL MAP; AND

ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFERS OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS AS SHOWN ON THIS FINAL MAP.

_____
ADRIANNE RICHARDSON
CITY CLERK AND CLERK OF THE COUNCIL

_____
DATE

SIGNATURE OMISSION

PURSUANT TO SECTION 66436 OF THE CALIFORNIA SUBDIVISION MAP ACT THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:.

1. WATER PIPELINE EASEMENT AND INCIDENTAL PURPOSES IN FAVOR OF THE UNITED STATES OF AMERICA RECORDED AUGUST 13, 1953 IN BOOK 1551, PAGE 530 OF OFFICIAL RECORDS.

CERTIFICATE OF DEDICATION

THE CITY OF TRACY SHALL RECONVEY CORDELIA LANE, ELLIS TOWN DRIVE, JACK TUSO DRIVE, MARGARET ADELE LANE, RAILROAD AVENUE, ELLIS LANE 6, ELLIS LANE 7 AND ELLIS LANE 8 TO THE BELOW NAMED OWNER, OR SUCCESSOR IN INTEREST, IF THE CITY DETERMINES PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSES FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

OWNER'S NAME: WOODSIDE 05N, LP, A CALIFORNIA LIMITED PARTNERSHIP
ADDRESS: 111 WOODMERE RD, SUITE 190
CITY/STATE: FOLSOM, CA 95630

TRACT NO. 3877

SUBDIVISIONS OF SAN JOAQUIN COUNTY, CALIFORNIA

ELLIS GARDENS - PHASE 1

BEING A SUBDIVISION OF PARCEL 1 AS DESCRIBED ON THAT CERTAIN DEED RECORDED MAY 24, 2017, AS DOCUMENT NO. 2017-058417, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, LYING WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 100' FEBRUARY 2019

100' 0' 50' 100' 200' 400'
GRAPHIC SCALE

BASIS OF BEARINGS:

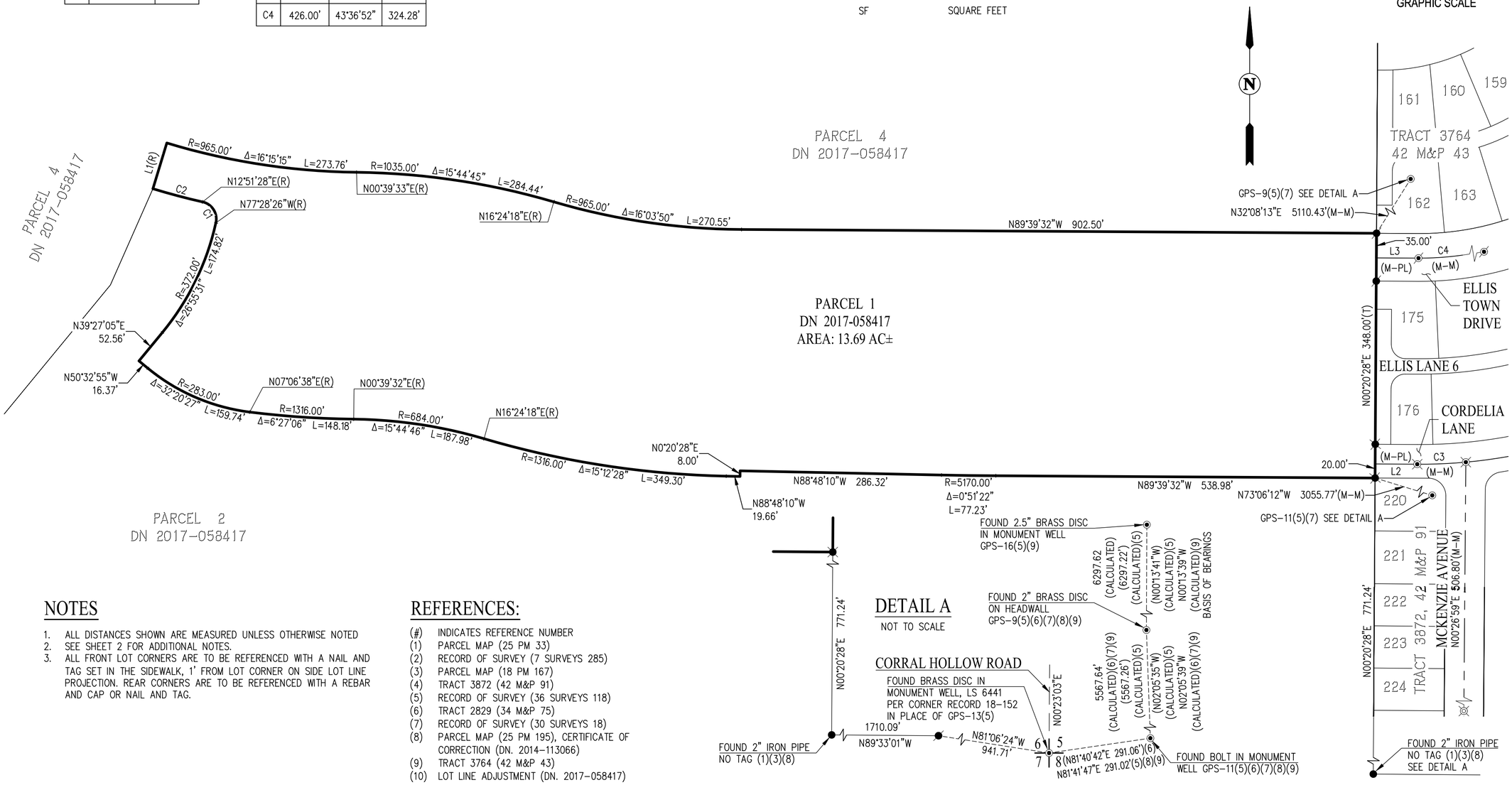
THE LINE BEARING N00°13'39"W (CALCULATED) BETWEEN THE CITY OF TRACY CONTROL MONUMENTS GPS09 AND GPS16 OF THE CITY OF TRACY MODIFIED GRID SYSTEM, CALCULATED FROM THE CITY OF TRACY REPORT ON GPS SURVEY PREPARED BY ASSOCIATED CONSULTANTS GROUP, INC., ON FILE WITH THE CITY OF TRACY PUBLIC WORKS DEPARTMENTS, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP, SHOWN HEREON. DISTANCES SHOWN ARE GROUND DISTANCES.

LINE TABLE		
NO	BEARING	LENGTH
L1	N16°54'48"E	68.00'
L2	N89°39'32"W	59.84'
L3	N89°39'32"W	59.84'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	25.00'	89°40'06"	39.13'
C2	1033.00'	4°03'20"	73.12'
C3	719.00'	5°30'28"	69.12'
C4	426.00'	43°36'52"	324.28'

LEGEND

	BOUNDARY LINE	◉	FOUND STANDARD STREET MONUMENT
	LOT LINE/RIGHT-OF-WAY LINE	●	FOUND MONUMENT AS NOTED
	EASEMENT LINE	◎	SET STANDARD STREET MONUMENT, LS 7960
	MONUMENT LINE	○	SET REBAR AND CAP, LS 7960
	TIE LINE	⊛	FOUND STANDARD STREET MONUMENT, LS 8164, PER (9)
	RESTRICTED ACCESS	●	FOUND REBAR AND CAP, LS 8164, PER (9)
(#)	REFERENCE NUMBER	⊛	FOUND STANDARD STREET MONUMENT, LS 8164, PER (4)
(123.45')	RECORD DATA AS NOTED	●	FOUND REBAR AND CAP, LS 8164, PER (4)
(T)	TOTAL	DN	DOCUMENT NUMBER
(R)	RADIAL	PUE	PUBLIC UTILITY EASEMENT
(M–M)	MONUMENT TO MONUMENT	AC	ACRES
(M–PL)	MONUMENT TO PROPERTY LINE	SF	SQUARE FEET



NOTES

1. ALL DISTANCES SHOWN ARE MEASURED UNLESS OTHERWISE NOTED
2. SEE SHEET 2 FOR ADDITIONAL NOTES.
3. ALL FRONT LOT CORNERS ARE TO BE REFERENCED WITH A NAIL AND TAG SET IN THE SIDEWALK, 1' FROM LOT CORNER ON SIDE LOT LINE PROJECTION. REAR CORNERS ARE TO BE REFERENCED WITH A REBAR AND CAP OR NAIL AND TAG.

REFERENCES:

(#) INDICATES REFERENCE NUMBER
(1) PARCEL MAP (25 PM 33)
(2) RECORD OF SURVEY (7 SURVEYS 285)
(3) PARCEL MAP (18 PM 167)
(4) TRACT 3872 (42 M&P 91)
(5) RECORD OF SURVEY (36 SURVEYS 118)
(6) TRACT 2829 (34 M&P 75)
(7) RECORD OF SURVEY (30 SURVEYS 18)
(8) PARCEL MAP (25 PM 195), CERTIFICATE OF CORRECTION (DN. 2014-113066)
(9) TRACT 3764 (42 M&P 43)
(10) LOT LINE ADJUSTMENT (DN. 2017-058417)

TRACT NO. 3877

SUBDIVISIONS OF SAN JOAQUIN COUNTY, CALIFORNIA

ELLIS GARDENS - PHASE 1

BEING A SUBDIVISION OF PARCEL 1 AS DESCRIBED ON THAT CERTAIN DEED RECORDED MAY 24, 2017, AS DOCUMENT NO. 2017-058417, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, LYING WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 100' FEBRUARY 2019

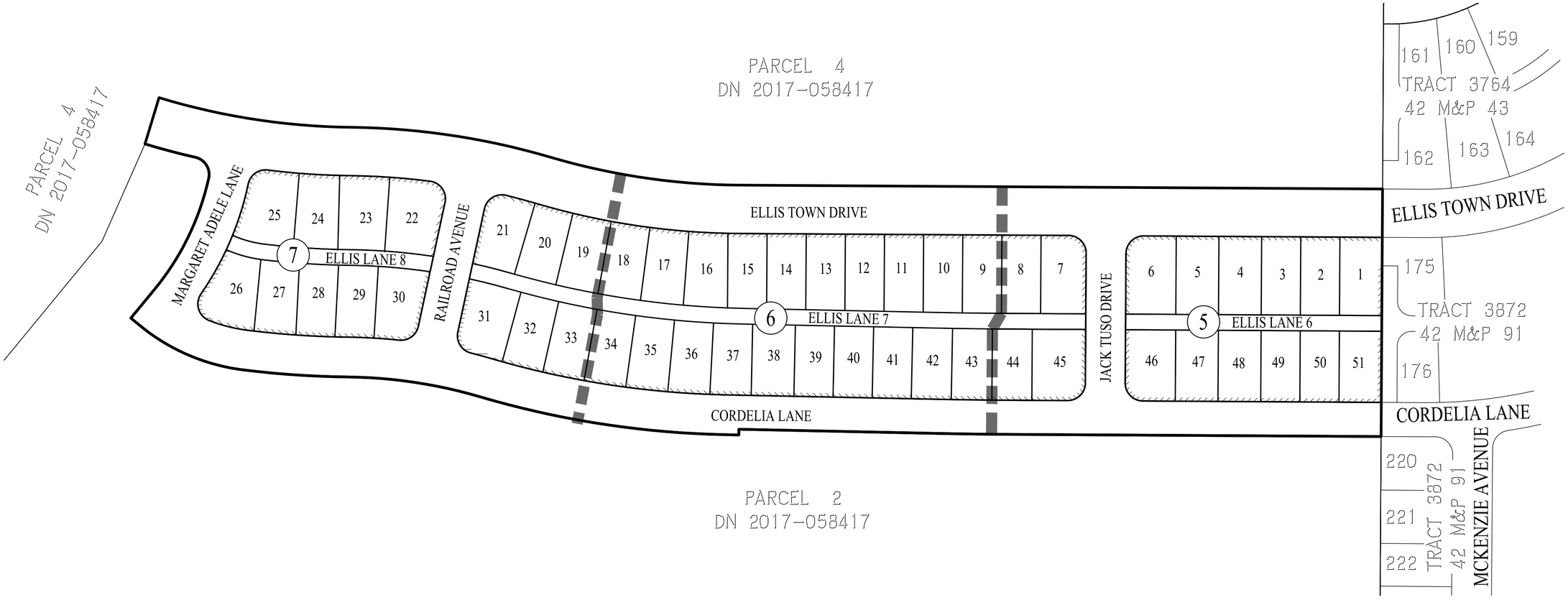
100' 0' 50' 100' 200' 400'
GRAPHIC SCALE

BASIS OF BEARINGS:

THE LINE BEARING N00°13'39"W (CALCULATED) BETWEEN THE CITY OF TRACY CONTROL MONUMENTS GPS09 AND GPS16 OF THE CITY OF TRACY MODIFIED GRID SYSTEM, CALCULATED FROM THE CITY OF TRACY REPORT ON GPS SURVEY PREPARED BY ASSOCIATED CONSULTANTS GROUP, INC., ON FILE WITH THE CITY OF TRACY PUBLIC WORKS DEPARTMENTS, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP, SHOWN HEREON. DISTANCES SHOWN ARE GROUND DISTANCES.

LEGEND

- BOUNDARY LINE
- LOT LINE/RIGHT-OF-WAY LINE
- SHEET LIMIT LINE
- (6) SHEET NUMBER
- RESTRICTED ACCESS



SUBDIVISION SUMMARY

51 LOTS =	7.21 AC±
STREET RIGHT OF WAY =	6.48 AC±
TOTAL =	13.69 AC±

TRACT NO. 3877

SUBDIVISIONS OF SAN JOAQUIN COUNTY, CALIFORNIA

ELLIS GARDENS - PHASE 1

BEING A SUBDIVISION OF PARCEL 1 AS DESCRIBED ON THAT CERTAIN DEED RECORDED MAY 24, 2017, AS DOCUMENT NO. 2017-058417, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, LYING WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

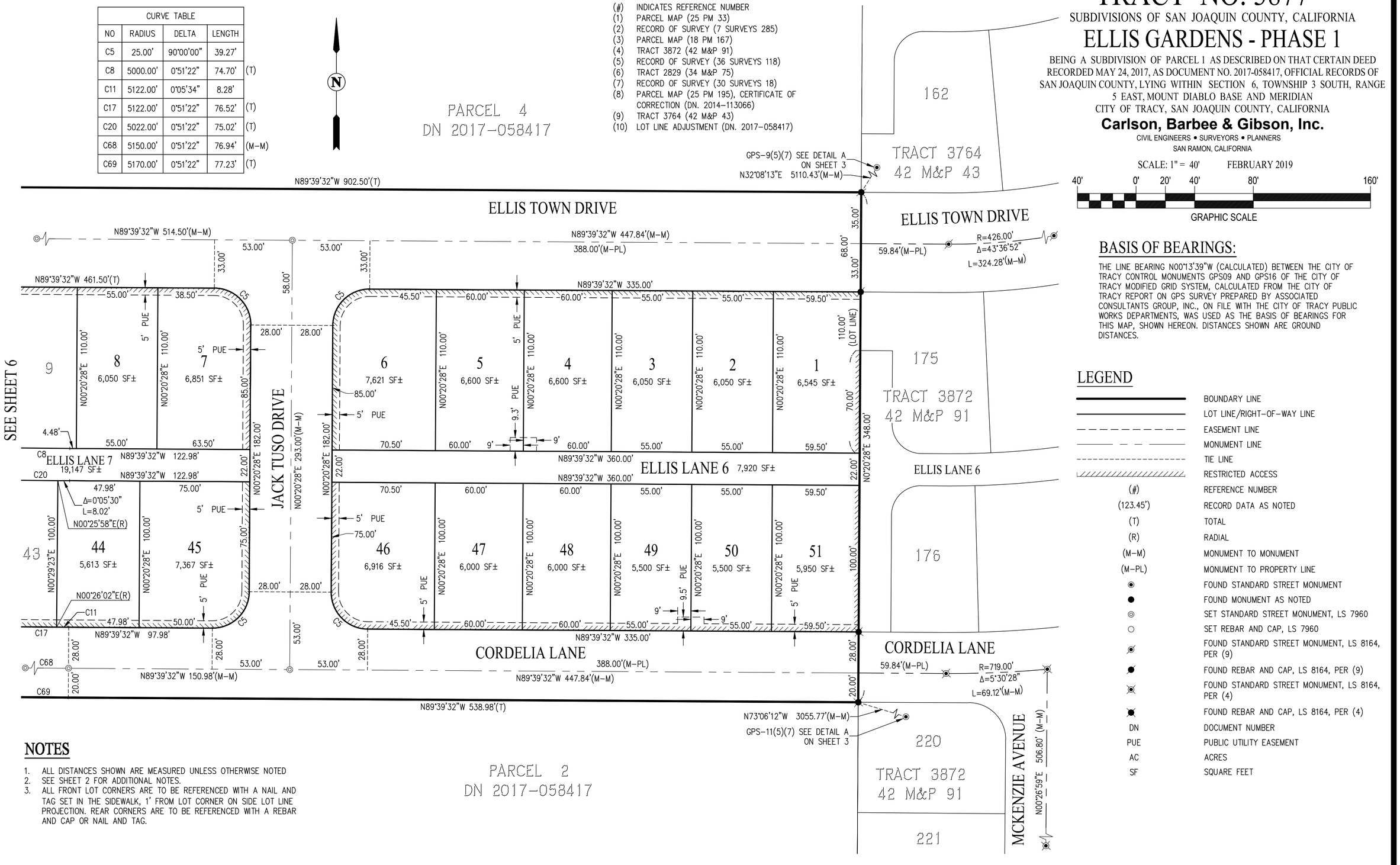
SCALE: 1" = 40' FEBRUARY 2019

40' 0' 20' 40' 80' 160'
GRAPHIC SCALE

REFERENCES:

(#) INDICATES REFERENCE NUMBER
(1) PARCEL MAP (25 PM 33)
(2) RECORD OF SURVEY (7 SURVEYS 285)
(3) PARCEL MAP (18 PM 167)
(4) TRACT 3872 (42 M&P 91)
(5) RECORD OF SURVEY (36 SURVEYS 118)
(6) TRACT 2829 (34 M&P 75)
(7) RECORD OF SURVEY (30 SURVEYS 18)
(8) PARCEL MAP (25 PM 195), CERTIFICATE OF CORRECTION (DN. 2014-113066)
(9) TRACT 3764 (42 M&P 43)
(10) LOT LINE ADJUSTMENT (DN. 2017-058417)

CURVE TABLE				
NO	RADIUS	DELTA	LENGTH	
C5	25.00'	90°00'00"	39.27'	
C8	5000.00'	0°51'22"	74.70'	(T)
C11	5122.00'	0°05'34"	8.28'	
C17	5122.00'	0°51'22"	76.52'	(T)
C20	5022.00'	0°51'22"	75.02'	(T)
C68	5150.00'	0°51'22"	76.94'	(M-M)
C69	5170.00'	0°51'22"	77.23'	(T)



BASIS OF BEARINGS:

THE LINE BEARING N00°13'39"W (CALCULATED) BETWEEN THE CITY OF TRACY CONTROL MONUMENTS GPS09 AND GPS16 OF THE CITY OF TRACY MODIFIED GRID SYSTEM, CALCULATED FROM THE CITY OF TRACY REPORT ON GPS SURVEY PREPARED BY ASSOCIATED CONSULTANTS GROUP, INC., ON FILE WITH THE CITY OF TRACY PUBLIC WORKS DEPARTMENTS, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP, SHOWN HEREON. DISTANCES SHOWN ARE GROUND DISTANCES.

LEGEND

———	BOUNDARY LINE
———	LOT LINE/RIGHT-OF-WAY LINE
- - - - - - - - - -	EASEMENT LINE
——— – – ———	MONUMENT LINE
- - - - - - - - - -	TIE LINE
//////////	RESTRICTED ACCESS
(#)	REFERENCE NUMBER
(123.45')	RECORD DATA AS NOTED
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
◉	FOUND STANDARD STREET MONUMENT
●	FOUND MONUMENT AS NOTED
◎	SET STANDARD STREET MONUMENT, LS 7960
○	SET REBAR AND CAP, LS 7960
⊗	FOUND STANDARD STREET MONUMENT, LS 8164, PER (9)
⊛	FOUND REBAR AND CAP, LS 8164, PER (9)
⊗	FOUND STANDARD STREET MONUMENT, LS 8164, PER (4)
⊛	FOUND REBAR AND CAP, LS 8164, PER (4)
DN	DOCUMENT NUMBER
PUE	PUBLIC UTILITY EASEMENT
AC	ACRES
SF	SQUARE FEET

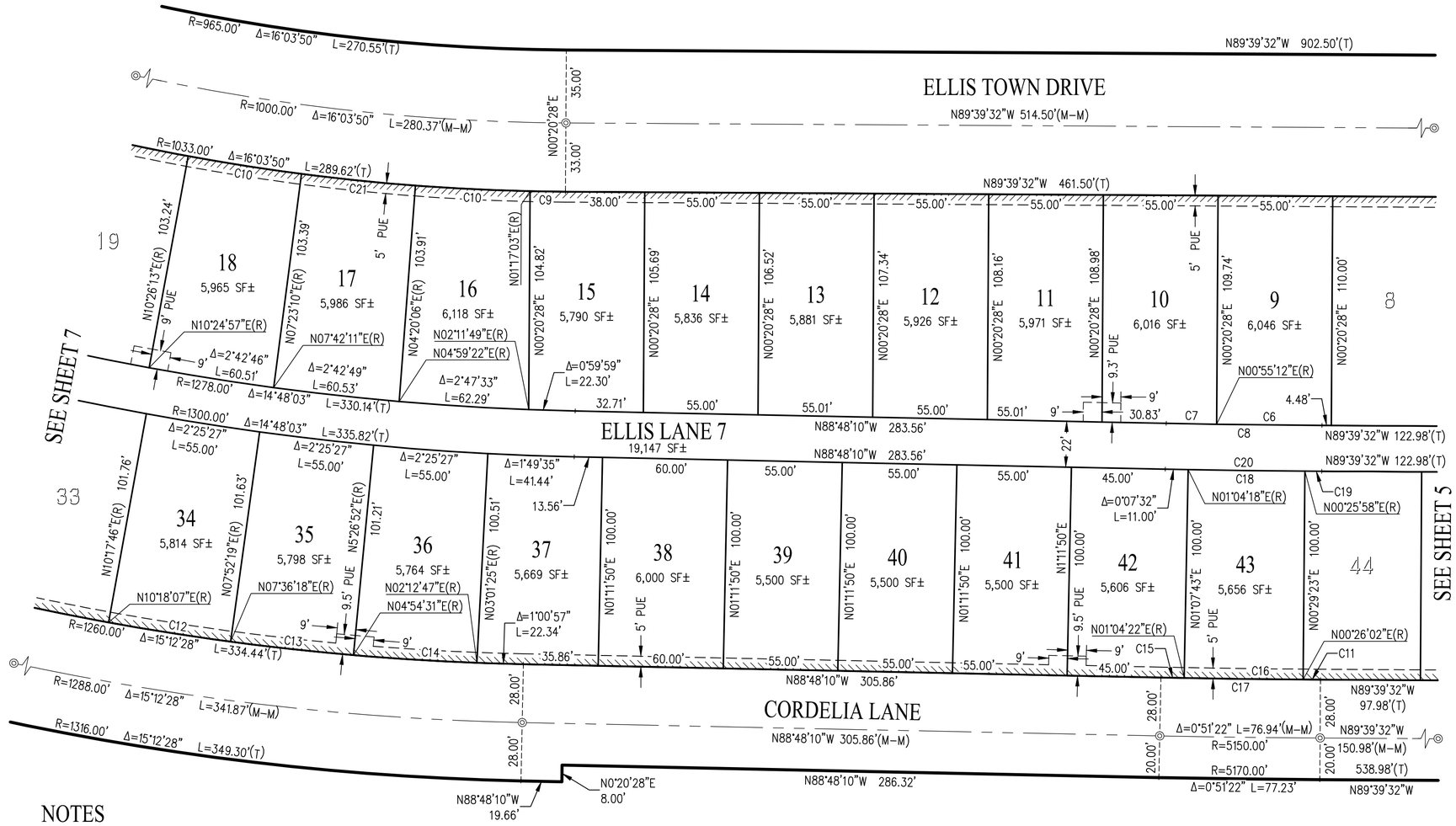
NOTES

1. ALL DISTANCES SHOWN ARE MEASURED UNLESS OTHERWISE NOTED
2. SEE SHEET 2 FOR ADDITIONAL NOTES.
3. ALL FRONT LOT CORNERS ARE TO BE REFERENCED WITH A NAIL AND TAG SET IN THE SIDEWALK, 1' FROM LOT CORNER ON SIDE LOT LINE PROJECTION. REAR CORNERS ARE TO BE REFERENCED WITH A REBAR AND CAP OR NAIL AND TAG.

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C6	5000.00'	0°34'44"	50.52'
C7	5000.00'	0°16'38"	24.18'
C8	5000.00'	0°51'22"	74.70'
C9	1033.00'	0°56'35"	17.00'
C10	1033.00'	3°03'03"	55.01'
C11	5122.00'	0°05'34"	8.28'
C12	1260.00'	2°41'49"	59.31'
C13	1260.00'	2°41'47"	59.30'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C14	1260.00'	2°41'44"	59.28'
C15	5122.00'	0°07'28"	11.12'
C16	5122.00'	0°38'20"	57.12'
C17	5122.00'	0°51'22"	76.52'
C18	5022.00'	0°38'20"	56.00'
C19	5022.00'	0°05'30"	8.02'
C20	5022.00'	0°51'22"	75.02'
C21	1033.00'	3°03'04"	55.01'

PARCEL 4
DN 2017-058417



NOTES

1. ALL DISTANCES SHOWN ARE MEASURED UNLESS OTHERWISE NOTED
2. SEE SHEET 2 FOR ADDITIONAL NOTES.
3. ALL FRONT LOT CORNERS ARE TO BE REFERENCED WITH A NAIL AND TAG SET IN THE SIDEWALK, 1' FROM LOT CORNER ON SIDE LOT LINE PROJECTION. REAR CORNERS ARE TO BE REFERENCED WITH A REBAR AND CAP OR NAIL AND TAG.

PARCEL 2
DN 2017-058417

REFERENCES:

(#) INDICATES REFERENCE NUMBER
(1) PARCEL MAP (25 PM 33)
(2) RECORD OF SURVEY (7 SURVEYS 285)
(3) PARCEL MAP (18 PM 167)
(4) TRACT 3872 (42 M&P 91)
(5) RECORD OF SURVEY (36 SURVEYS 118)
(6) TRACT 2829 (34 M&P 75)
(7) RECORD OF SURVEY (30 SURVEYS 18)
(8) PARCEL MAP (25 PM 195), CERTIFICATE OF CORRECTION (DN. 2014-113066)
(9) TRACT 3764 (42 M&P 43)
(10) LOT LINE ADJUSTMENT (DN. 2017-058417)

TRACT NO. 3877

SUBDIVISIONS OF SAN JOAQUIN COUNTY, CALIFORNIA

ELLIS GARDENS - PHASE 1

BEING A SUBDIVISION OF PARCEL 1 AS DESCRIBED ON THAT CERTAIN DEED RECORDED MAY 24, 2017, AS DOCUMENT NO. 2017-058417, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, LYING WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 40' FEBRUARY 2019

40' 0' 20' 40' 80' 160'
GRAPHIC SCALE

BASIS OF BEARINGS:

THE LINE BEARING N00°13'39"W (CALCULATED) BETWEEN THE CITY OF TRACY CONTROL MONUMENTS GPS09 AND GPS16 OF THE CITY OF TRACY MODIFIED GRID SYSTEM, CALCULATED FROM THE CITY OF TRACY REPORT ON GPS SURVEY PREPARED BY ASSOCIATED CONSULTANTS GROUP, INC., ON FILE WITH THE CITY OF TRACY PUBLIC WORKS DEPARTMENTS, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP, SHOWN HEREON. DISTANCES SHOWN ARE GROUND DISTANCES.

LEGEND

———	BOUNDARY LINE
———	LOT LINE/RIGHT-OF-WAY LINE
– – – –	EASEMENT LINE
——— – – ———	MONUMENT LINE
----------	TIE LINE
//////////	RESTRICTED ACCESS
(#)	REFERENCE NUMBER
(123.45')	RECORD DATA AS NOTED
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
◉	FOUND STANDARD STREET MONUMENT
●	FOUND MONUMENT AS NOTED
◎	SET STANDARD STREET MONUMENT, LS 7960
○	SET REBAR AND CAP, LS 7960
⊗	FOUND STANDARD STREET MONUMENT, LS 8164, PER (9)
⬤	FOUND REBAR AND CAP, LS 8164, PER (9)
⊗	FOUND STANDARD STREET MONUMENT, LS 8164, PER (4)
⬤	FOUND REBAR AND CAP, LS 8164, PER (4)
DN	DOCUMENT NUMBER
PUE	PUBLIC UTILITY EASEMENT
AC	ACRES
SF	SQUARE FEET

TRACT NO. 3877

SUBDIVISIONS OF SAN JOAQUIN COUNTY, CALIFORNIA

ELLIS GARDENS - PHASE 1

BEING A SUBDIVISION OF PARCEL 1 AS DESCRIBED ON THAT CERTAIN DEED RECORDED MAY 24, 2017, AS DOCUMENT NO. 2017-058417, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, LYING WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 40' FEBRUARY 2019

40' 0' 20' 40' 80' 160'
GRAPHIC SCALE

LINE TABLE			
NO	BEARING	LENGTH	
L4	N39°27'05"E	24.30'	(M–M)
L5	N50°32'55"W	16.37'	
L6	N55°25'31"W	28.00'	(R)

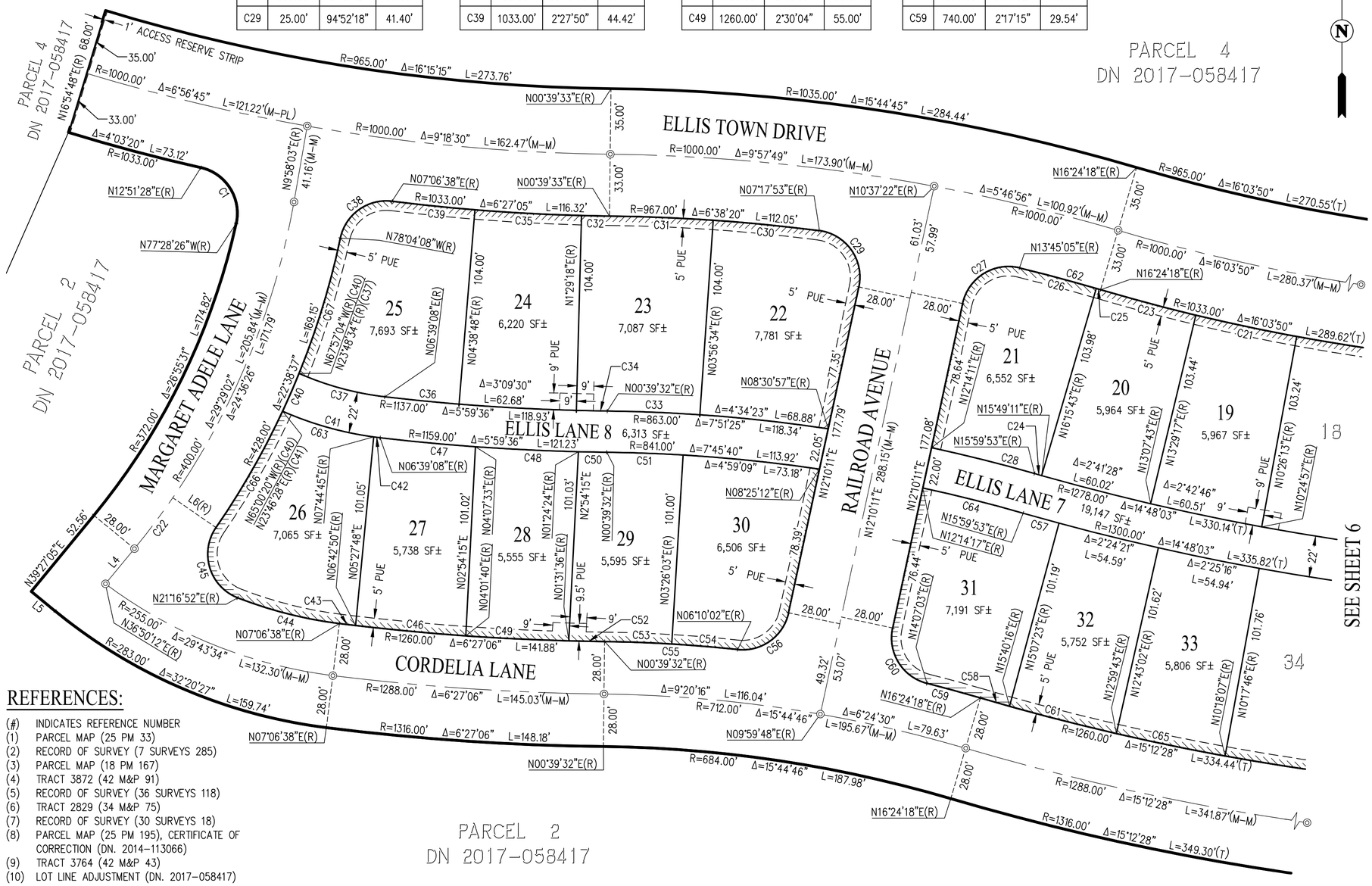
CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	25.00'	89°40'06"	39.13'
C21	1033.00'	3°03'04"	55.01'
C22	400.00'	4°52'36"	34.05'
C23	1033.00'	2°55'01"	52.58'
C24	1278.00'	0°10'42"	3.98'
C25	967.00'	0°08'35"	2.41'
C26	967.00'	2°30'38"	42.37'
C27	25.00'	91°34'54"	39.96'
C28	863.00'	3°45'42"	56.66'
C29	25.00'	94°52'18"	41.40'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C30	967.00'	3°21'19"	56.63'
C31	967.00'	3°17'01"	55.42'
C32	1033.00'	0°49'45"	14.95'
C33	863.00'	3°17'02"	49.46'
C34	1137.00'	0°49'46"	16.46'
C35	1033.00'	3°09'30"	56.93'
C36	1137.00'	2°00'20"	39.80'
C37	159.00'	17°09'26"	47.60'
C38	25.00'	85°10'46"	37.17'
C39	1033.00'	2°27'50"	44.42'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C40	428.00'	2°56'44"	22.00'
C41	181.00'	17°07'20"	54.09'
C42	181.00'	1°05'37"	3.45'
C43	1260.00'	0°23'48"	8.72'
C44	227.00'	14°10'14"	56.14'
C45	25.00'	103°17'37"	45.07'
C46	1260.00'	2°41'10"	59.07'
C47	1159.00'	2°31'35"	51.10'
C48	1159.00'	2°43'09"	55.01'
C49	1260.00'	2°30'04"	55.00'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C50	1159.00'	0°44'52"	15.12'
C51	841.00'	2°46'31"	40.74'
C52	1260.00'	0°52'04"	19.09'
C53	740.00'	2°46'31"	35.84'
C54	740.00'	2°43'59"	35.30'
C55	740.00'	5°30'30"	71.14'
C56	25.00'	83°59'51"	36.65'
C57	1300.00'	0°52'30"	19.85'
C58	1260.00'	0°44'02"	16.14'
C59	740.00'	2°17'15"	29.54'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C60	25.00'	88°03'08"	38.42'
C61	1260.00'	2°40'33"	58.84'
C62	967.00'	2°39'13"	44.78'
C63	181.00'	16°01'43"	50.64'
C64	841.00'	3°45'36"	55.19'
C65	1260.00'	2°41'36"	59.23'
C66	428.00'	9°34'49"	71.56'
C67	428.00'	10°07'04"	75.59'



BASIS OF BEARINGS:

THE LINE BEARING N00°13'39"W (CALCULATED) BETWEEN THE CITY OF TRACY CONTROL MONUMENTS GPS09 AND GPS16 OF THE CITY OF TRACY MODIFIED GRID SYSTEM, CALCULATED FROM THE CITY OF TRACY REPORT ON GPS SURVEY PREPARED BY ASSOCIATED CONSULTANTS GROUP, INC., ON FILE WITH THE CITY OF TRACY PUBLIC WORKS DEPARTMENTS, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP, SHOWN HEREON. DISTANCES SHOWN ARE GROUND DISTANCES.

LEGEND

———	BOUNDARY LINE
———	LOT LINE/RIGHT-OF-WAY LINE
– – – –	EASEMENT LINE
——— – – ———	MONUMENT LINE
———	TIE LINE
//////	RESTRICTED ACCESS
(#)	REFERENCE NUMBER
(123.45')	RECORD DATA AS NOTED
(T)	TOTAL
(R)	RADIAL
(M–M)	MONUMENT TO MONUMENT
(M–PL)	MONUMENT TO PROPERTY LINE
◉	FOUND STANDARD STREET MONUMENT
●	FOUND MONUMENT AS NOTED
◎	SET STANDARD STREET MONUMENT, LS 7960
○	SET REBAR AND CAP, LS 7960
⊗	FOUND STANDARD STREET MONUMENT, LS 8164, PER (9)
⦻	FOUND REBAR AND CAP, LS 8164, PER (9)
⊛	FOUND STANDARD STREET MONUMENT, LS 8164, PER (4)
⦿	FOUND REBAR AND CAP, LS 8164, PER (4)
DN	DOCUMENT NUMBER
PUE	PUBLIC UTILITY EASEMENT
AC	ACRES
SF	SQUARE FEET

REFERENCES:

(#) INDICATES REFERENCE NUMBER
(1) PARCEL MAP (25 PM 33)
(2) RECORD OF SURVEY (7 SURVEYS 285)
(3) PARCEL MAP (18 PM 167)
(4) TRACT 3872 (42 M&P 91)
(5) RECORD OF SURVEY (36 SURVEYS 118)
(6) TRACT 2829 (34 M&P 75)
(7) RECORD OF SURVEY (30 SURVEYS 18)
(8) PARCEL MAP (25 PM 195), CERTIFICATE OF CORRECTION (DN. 2014-113066)
(9) TRACT 3764 (42 M&P 43)
(10) LOT LINE ADJUSTMENT (DN. 2017-058417)

NOTES

1. ALL DISTANCES SHOWN ARE MEASURED UNLESS OTHERWISE NOTED
2. SEE SHEET 2 FOR ADDITIONAL NOTES.
3. ALL FRONT LOT CORNERS ARE TO BE REFERENCED WITH A NAIL AND TAG SET IN THE SIDEWALK, 1' FROM LOT CORNER ON SIDE LOT LINE PROJECTION. REAR CORNERS ARE TO BE REFERENCED WITH A REBAR AND CAP OR NAIL AND TAG.

ATTACHMENT C

Recorded at the request of
and after recording, return to:
City Clerk, City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
(No recording fee, under Government Code §27383)

City of Tracy
SUBDIVISION IMPROVEMENT AGREEMENT
Ellis Gardens Tract 3877

This Subdivision Improvement Agreement (Agreement or SIA) is entered into between the City of Tracy, a municipal corporation (City), and Woodside 05N, LP, a California Limited Partnership (Subdivider).

Recitals

A. The Subdivider is currently the owner of the real property located at the western terminus of Ellis Town Drive and Cordelia Lane (hereinafter "Property"), and more particularly described in Exhibit "A", attached and incorporated herein by its reference.

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 (Final Map) for the Project known as Ellis Gardens Phase 1, Tract 3877 (the "Project"). The Final Map was approved by the City Council on _____, 2019, by Resolution No. _____, is on file with the City Clerk, and is incorporated here by reference.

C. The Project is geographically located within the boundaries of the Tentative Map known as Tract 3877 (Tentative Map). The Tentative Map was prepared by The Surland Companies (the "Project Proponent") and approved by the Planning Commission on May 11, 2017, by Resolution No. 2017-015, is on file with the City Clerk, and is incorporated here by reference.

D. The Tentative Map approval was subject to certain conditions of approval (Conditions). The Conditions are attached here as Exhibit "B" and incorporated by reference.

E. Among other things, the Conditions describe improvements that are required for approval of the Final Map under 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 approved by the City Engineer. They describe in more detail the improvements that are required for approval of the Final Map. The Plans and Specifications, as approved by the City Engineer, are on file with the City Engineer, and are incorporated here by reference. The term "Plans and Specifications" includes: Ellis Gardens Phases 1-3 Improvement Plans, Tracts 3877, 3906, & 3907 prepared by CBG.

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

Now therefore, the parties agree as follows:

1. **Scope of Work; Location.** The Subdivider shall perform, or cause to be performed, the Work described in the Plans and Specifications and the Conditions (Work), to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at 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 authorized by Tracy Municipal Code section 12.36.060(f).

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

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

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

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

   2.3 **Completion of Work.** The Subdivider shall complete all Work by no later than 365 days after the City's execution of this Agreement.

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

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

3.1 **Faithful Performance** security in the amount of **$4,055,000** to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as complete) under Government Code sections 66499.1, 66499.4, and 66499.9.

3.2 **Labor and Material** security in the amount of **$4,055,000** to secure payment by the Subdivider to laborers and materialmen under Government Code sections 66499.2, 66499.3, and 66499.4.

3.3 **Warranty** security in the amount of **$406,000** to secure faithful performance of this Agreement for one year from the date on which the City Council accepts the Work as complete, under Government Code sections 66499.1, 66499.4, and 66499.9.

3.4 **Monumentation** security in the amount of **$18,000** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

4. **Indemnification.** Subdivider shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Subdivider's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "Subdivider" means the Subdivider, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses in connection therein); and "Arising out of" includes "pertaining to" and "relating to".

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

5. **Insurance.** Concurrently with the execution of this Agreement by the Subdivider, and before beginning any Work, the Subdivider shall furnish evidence to the City that all of the following insurance requirements have been satisfied.

5.1 **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 here.

5.2 **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 general aggregate and $2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage. The Subdivider shall also provide proof of "products/completed operations" coverage by renewing its General Commercial Liability coverage for at least three years after completion of the project.

5.3 **Automobile Liability** (with coverage at least as broad as ISO form CA 00 01, for "any auto") coverage shall be maintained in an amount not less than $2,000,000 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. Subdivider shall obtain endorsements to the commercial general liability with the following provisions:

5.5.1 The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured.

5.5.2 For any claims related to this Agreement, 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.

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

5.7 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, with an AM Best rating of at least A-:VII.

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

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

5.10 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.

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

7. Default.

7.1 Notice. If Subdivider is in default of this Agreement, as defined in Section 10.2, the City Engineer shall provide written notice to the Subdivider and the Subdivider's surety (if any) describing the default.

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

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

7.2.2 The Subdivider abandons the Project site.

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

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

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

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

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

7.3.2 Demand the Subdivider complete performance of the Work.

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

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

9. Inspection by the City; Fees. 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 where portions of the Work are in preparation.

Concurrently with the execution of this Agreement by the Subdivider, and prior to the commencement of any Work, the Subdivider shall pay the City an Inspection deposit toward costs in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer). In the event that the City'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 15%) is less than the amount of Inspection costs paid , the City shall reimburse the cost difference between the Inspection costs previously paid and the actual costs of inspecting the Work, if it is more than the amount of the Inspections costs paid the Subdivider shall pay the difference between the Inspection costs previously paid and the actual costs of inspecting the Work.

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

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

12. **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. If during the one year warranty period any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of the Subdivider, the Subdivider shall be in default.

13. **Miscellaneous.**

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

To City:

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

With a copy to:

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

To Subdivider:

Woodside 05N, LP
Attn: Jim Bayless
111 Woodmere Road, Suite 190
Folsom, CA 95630
Email: JimB@WoodsideHomes.com

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

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

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

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

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

13.6 Attorney's Fees. If legal action is begun to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

13.7 Permits, Licenses, and Compliance with Law. The Subdivider shall, at the Subdivider's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Before City signs the Agreement, the Subdivider shall obtain a City of Tracy Business License. The Subdivider shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

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

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

[remainder of this page intentionally left blank]

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

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

City of Tracy

_____

Robert Rickman, Mayor

Date: _____

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

Attest:

_____

By: Adrianne Richardson, City Clerk

Approved As To Form:

_____

By: Thomas T. Watson, City Attorney

Subdivider

WOODSIDE:

WOODSIDE 05N, LP, a California limited partnership

By: WDS GP, Inc.,
a California corporation
its General Partner

By: _____
Scott Hoisington
Vice President

Date: _____

Federal Employer Tax ID No. 26-3036658

Exhibit A: Legal Description
B: Conditions of Approval

EXHIBIT "A"
Page 1 of 2

OCTOBER 4, 2018
JOB NO.: 1725-000

PROPERTY DESCRIPTION
TRACT 3877
ELLIS GARDENS - PHASE 1
TRACY, CALIFORNIA

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

BEING A PORTION OF PARCEL ONE, AS SAID PARCEL ONE IS DESCRIBED IN THAT CERTAIN DEED RECORDED JANUARY 23, 2014, AS DOCUMENT NO. 2014-007309 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, AND BEING A PORTION OF PARCEL 2, AS SAID PARCEL 2 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP RECORDED DECEMBER 31, 1992, IN BOOK 18 OF PARCEL MAPS, AT PAGE 167, IN SAID OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERN CORNER OF SAID PARCEL ONE (2014-007309);

THENCE FROM SAID POINT OF COMMENCEMENT, ALONG THE EASTERN LINE OF SAID PARCEL ONE (2014-007309), NORTH 00°20'28" EAST (THE BEARING OF SAID EASTERN LINE BEING TAKEN AS NORTH 00°20'28" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 771.24 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID EASTERN LINE OF PARCEL ONE (2014-007309), NORTH 89°39'32" WEST 538.98 FEET;

THENCE, ALONG THE ARC OF A TANGENT 5,170.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00°51'22", AN ARC DISTANCE OF 77.23 FEET;

THENCE, NORTH 88°48'10" WEST 286.32 FEET;

THENCE, SOUTH 00°20'28" WEST 8.00 FEET;

THENCE, NORTH 88°48'10" WEST 19.66 FEET;

THENCE, ALONG THE ARC OF A TANGENT 1,316.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15°12'28", AN ARC DISTANCE OF 349.30 FEET;

THENCE, ALONG THE ARC OF A REVERSE 684.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 16°24'18" WEST, THROUGH A CENTRAL ANGLE OF 15°44'46", AN ARC DISTANCE OF 187.98 FEET;

THENCE, ALONG THE ARC OF A REVERSE 1,316.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 00°39'32" EAST, THROUGH A CENTRAL ANGLE OF 06°27'06", AN ARC DISTANCE OF 148.18 FEET;

OCTOBER 4, 2018
JOB NO. 1725-000

THENCE, ALONG THE ARC OF A COMPOUND 283.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 07°06'38" EAST, THROUGH A CENTRAL ANGLE OF 32°20'27", AN ARC DISTANCE OF 159.74 FEET;

THENCE, NORTH 50°32'55" WEST 16.37 FEET;

THENCE, NORTH 39°27'05" EAST 52.56 FEET;

THENCE, ALONG THE ARC OF A TANGENT 372.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 26°55'31", AN ARC DISTANCE OF 174.82 FEET;

THENCE, ALONG THE ARC OF A COMPOUND 25.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 77°28'26" WEST, THROUGH A CENTRAL ANGLE OF 89°40'06", AN ARC DISTANCE OF 39.13 FEET;

THENCE, ALONG THE ARC OF A REVERSE 1,033.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 12°51'28" EAST, THROUGH A CENTRAL ANGLE OF 04°03'20", AN ARC DISTANCE OF 73.12 FEET;

THENCE, NORTH 16°54'48" EAST 68.00 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 965.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 16°54'48" EAST, THROUGH A CENTRAL ANGLE OF 16°15'15", AN ARC DISTANCE OF 273.76 FEET;

THENCE, ALONG THE ARC OF A REVERSE 1,035.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 00°39'33" WEST, THROUGH A CENTRAL ANGLE OF 15°44'45", AN ARC DISTANCE OF 284.44 FEET;

THENCE, ALONG THE ARC OF A REVERSE 965.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 16°24'18" EAST, THROUGH A CENTRAL ANGLE OF 16°03'50", AN ARC DISTANCE OF 270.55 FEET;

THENCE, SOUTH 89°39'32" EAST 902.50 FEET TO A POINT ON THE EASTERN LINE OF SAID PARCEL 2 (18 PM 167);

THENCE, ALONG SAID EASTERN LINE OF PARCEL 2 (18 PM 167), AND SAID EASTERN LINE OF PARCEL ONE (2014-007309), SOUTH 00°20'28" WEST 348.00 FEET TO SAID POINT OF BEGINNING.

SAID LAND BEING FURTHER KNOWN AS 'PARCEL 1', PURSUANT TO THAT CERTAIN 'CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT (LLA NO. MS 16-0007)', RECORDED MAY 24, 2017, IN OFFICIAL RECORDS OF SAN JOAQUIN COUNTY UNDER RECORDER'S SERIAL NUMBER 2017-058416.

END OF DESCRIPTION

EXHIBIT B
Page 1 of 25

City of Tracy
Conditions of Approval
Ellis Phase 2 (The Gardens)
Tentative Subdivision Map
Application Number TSM16-0003
May 10, 2017

These Conditions of Approval shall apply to the Tentative Subdivision Map for Ellis Phase 2 (The Gardens), Application Number TSM16-0003, consisting of approximately 171 acres in the Ellis Specific Plan Area, including approximately 356 residential lots and 9 other parcels, located between Corral Hollow Road and Lammers Road in the vicinity of Ellis Town Drive, Assessor's Parcel Numbers 240-140-16, 18, 22 and 23.

A. The following definitions shall apply to these Conditions of Approval:

1. "Applicant" means any person, or other legal entity, defined as a "Subdivider".

2. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed engineer designated by the City Manager, the Development Services Director, or the City Engineer, to perform the duties set forth herein.

3. "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.

4. "EFIP" means the finance and implementation plan (titled "Ellis Program Area Finance and Implementation Plan") approved by the City Council on August 20, 2013 by Resolution 2013-136, and any amendments.

5. "EDA" means the development agreement (titled "Amended and Restated Development Agreement by and between the City of Tracy and Surland Communities, LLC") approved by the City Council on March 19, 2013 by the adoption of Ordinance 1182, and any amendments.

6. "ESP" means the specific plan (titled "Modified Ellis Specific Plan") approved by the City Council on January 22, 2013 by Resolution 2013-012, and any amendments.

7. "EEIR" means the Final Environmental Impact Report (titled "City of Tracy Modified Ellis Project Final Revised Environmental Impact Report"), bearing the State Clearing House Number 2012022023, certified by the City Council on January 22, 2013 by Resolution 2013-011, as adequate and in compliance with the California Environmental Quality Act (CEQA).

8. "Applicable Law" shall have the meaning set forth in section 1.03 of the EDA.

9. "Conditions of Approval" or "Conditions" means these conditions of approval.

10. "Project" means the Tentative Subdivision Map for Ellis Phase 2 (The Gardens), Application Number TSM16-0003, consisting of approximately 171 acres in the

ESP Area, including approximately 356 residential lots and 9 other parcels, located between Corral Hollow Road and Lammers Road in the vicinity of Ellis Town Drive, Assessor's Parcel Numbers 240-140-16, 18, 22 and 23.

11. "Property" means the property shown on the Tentative Subdivision Map for Ellis Phase 2 (The Gardens), Application Number TSM16-0003, consisting of approximately 171 acres in the ESP Area, including approximately 356 residential lots and 9 other parcels, located between Corral Hollow Road and Lammers Road in the vicinity of Ellis Town Drive, Assessor's Parcel Numbers 240-140-16, 18, 22 and 23.

12. "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 the Developer, which shall include the Owner as described in the Preamble to the EDA, and all successors in interest.

B. Planning Division Conditions of Approval

1. Compliance with laws. The Subdivider shall comply with all Applicable Law.

2. Mitigation Measures. The Subdivider shall comply with all mitigation measures applicable to the Project in the EEIR, which was certified by the City Council on January 22, 2013 (SCH#2012022023).

3. 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 commence on the date of the conditional approval of this Project. If the Subdivider fails to file a protest of the Exactions within this 90-day period, which protest complies with all of the requirements of Government Code Section 66020, 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 Developer.

4. Conformance with Tentative Subdivision Map. All Final Maps shall be in substantial conformance with the approved Tentative Subdivision Map, which was date stamped as received by the Development Services Department on April 21, 2017, and approved by the Planning Commission on May 10, 2017, unless modified herein by these Conditions of Approval.

5. Deed Notice regarding Airport Land Use. Before approval of each Final Map, the Subdivider shall include the following Deed Notice on the Final Map, to the satisfaction of the Development Services Director and consistent with the San

Joaquin County Airport Land Use Commission's Airport Land Use Compatibility Plan:

> The San Joaquin County Airport Land Use Commission's Airport Land Use Compatibility Plan identifies the Tracy Municipal Airport's Airport Influence Area. Properties within this area are routinely subject to overflights by aircraft using this public-use airport and, as a result, residents may experience inconvenience, annoyance, or discomfort arising from the noise of such operations. State law (Public Utilities Code Section 21670 et seq.) establishes the importance of public use airports to the public interest of the people of the State of California. Residents of property near such airports should therefore be prepared to accept the inconvenience, annoyance, or discomfort from normal aircraft operations. Residents also should be aware that the current volume of aircraft activity may increase in the future. Any subsequent deed conveying this parcel or subdivisions thereof shall contain a statement in substantially this form.

6. Annexation to City of Tracy Community Facilities District No. 2016-2 (ECFD). Before final inspection or occupancy of the first dwelling (except for up to twelve model homes), the Subdivider shall, at its expense, annex, or cause to be annexed, the Property into the City of Tracy Community Facilities District No. 2016-2 (ECFD) (herein, the "CFD"). The Property is identified as part of the "Future Annexation Area" of the CFD, and therefore shall be annexed using the unanimous consent provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"). The Property may be annexed to an existing improvement area or to a new improvement area of the CFD, as contemplated by the proceedings forming the CFD. In annexing the Property to the CFD through the unanimous consent process, the Subdivider will authorize the recordation of a Notice of Special Tax Lien on the Property evidencing the lien of the CFD. Upon successful annexation, the Property will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment approved for the improvement area in which the Property is annexed. The CFD, including any new improvement area in which the Property is annexed, is authorized to finance both public facilities and public landscaping. If funds are needed to pay for facilities or services authorized to be funded by the CFD before the CFD has collected sufficient special taxes from the Property to fully pay for such facilities or services in accordance with the Rate and Method of Apportionment, the Ellis CFD budget for landscape strips, and parks, and in accordance with the Ellis maintenance manual guidelines, the Subdivider shall deposit with the City, prior to the final inspection of, or issuance of a certificate of occupancy for (whichever occurs first), the first residential unit in the Project (except for up to twelve model homes), an amount mutually agreed upon by the City and Subdivider to fund the facilities and/or services until such time as the CFD has collected sufficient special taxes from the Property to fund such facilities and/or services in accordance with the Rate and Method of Apportionment, and Ellis CFD budget for landscape strips, and parks that require funding. Compliance with this Condition No. 6 shall satisfy the requirements for a funding mechanism for public landscaping of the Property.

C. Engineering Division Conditions of Approval

C.1. General Conditions

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

a. Specific Plan, titled "*Modified Ellis Specific Plan*" ("ESP") approved by the City Council on January 22, 2013 by Resolution 2013-012, and any subsequent amendments.

b. Finance and implementation plan titled "*Ellis Program Area Finance and Implementation Plan*" ("EFIP") approved by the City Council on August 20, 2013 by Resolution 2013-136, and any amendments.

c. Development agreement title "Amended and Restated Development Agreement by and between City of Tracy and Surland Communities, LLC" ("EDA") approved by the City Council on March 19, 2013 by the adoption of Ordinance 1182, and any amendments, including Resolution 2016-188 approving an agreement to Toll and Extend the Land Dedication Acceptance period, approved by City Council on September 6, 2016

d. Final Environmental Impact Report titled "*City of Tracy Modified Ellis Project Final Revised Environmental Impact Report*" (EEIR"), bearing the State Clearing House Number 2012022023, certified by the City Council on January 22, 2013 by Resolution 2013-011, as adequate and in compliance with California Environmental Quality Act (CEQA).

e. *Ellis Program Sub-Basin – Final Storm Drainage Technical Report* dated September 2012 and *Reevaluation of program Storm Drainage Infrastructure* dated August 4, 2015 by Storm Water Consulting, Inc., any subsequent amendments. ("Storm Drainage Technical Report").

f. *Specific Plan Water System Analysis*, dated August 14, 2013 by West Yost and Associates. (ESP Water Report).

g. *Hydraulic Evaluation of Ellis Specific Plan Phase 2 – The Gardens*, dated December 9, 2016 by West Yost and Associates, and any subsequent amendments. ("Ellis Phase 2 Water Report")

h. City of Tracy Wastewater Master Plan/Corral Hollow Sewer Analysis dated March 2012 by CH2MHill, and any subsequent amendments.

i. *Ellis-Jefferson School Circulation* Technical Memorandum, prepared by TJKM, dated January 12, 2017, and any subsequent amendments.

j. *Ellis Phase 2 Circulation and Intersection Geometry Review,* dated March 28, 2017, prepared by TJKM, and any subsequent amendments. ("Traffic Study")

C.2. Final Map

No Final Map within the Project boundaries will be approved by the City 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.2.1. Subdivider has submitted one (1) reproducible copy of the approved tentative subdivision map for the Project within ten (10) days 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 means consent to the preparation of the Tentative Subdivision Map and the proposed subdivision of the Property.

C.2.2. Each Final Map is prepared in accordance with the applicable requirements of the Tracy Municipal Code, these Conditions of Approval, the Ellis Specific Plan ("ESP"), Ellis Finance & Implementation Plan ("EFIP"), the Ellis Development Agreement ("EDA"), and in substantial conformance with the Tentative Subdivision Map.

C.2.3. Each Final Map includes and shows offer(s) of dedication of all right(s)-of-way and/or temporary or permanent easement(s) required to construct and serve the Project described by the Improvement Plans and Final Map, in accordance with Applicable Laws and these Conditions of Approval. If construction easement(s) is/are shown, it/they shall indicate the termination of the construction easement(s).

a. The Subdivider shall dedicate a 5-foot wide Public Utility Easement (PUE) along the lot frontages within the Property, the installation, repair, use, operation, and maintenance of other public utilities such as electric, gas, telephone, cable TV, and others. Larger private utility structures may require additional PUE "bump outs" to accommodate the structures.

b. The Subdivider shall coordinate with the respective owner(s) of the utilities including but not limited to PG&E, AT&T, and Comcast, for the design and installation of these utilities within the Property. Engineering design and construction details of these utilities must be prepared as part of the joint utility trench plans to be submitted for City's review.

c. The Subdivider shall obtain the approval of all other public agencies with jurisdiction over the required public facilities.

d. Subdivider shall submit documentation for vacation or abandonment of existing easements that are shown on the Tentative Map to be abandoned.

C.2.4. If multiple final maps are to be filed, the Improvement Plans, as described above, must be prepared with a detailed phasing plan showing construction limits and logical sequence or order of constructing street and utilities improvements. The phasing plan shall clearly identify the improvements to be constructed with each construction phase.

C.2.5. 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.2.6. Subdivider has submitted a signed and stamped Engineer's Estimate that shows construction cost of subdivision improvements to be dedicated to the City.

C.2.7. Subdivider has submitted a signed and notarized Subdivision Improvement Agreement (SIA) and Improvement Security, for the completion of improvements that are required to serve the Project as shown on the Improvement Plans. The form and amount of Improvement Security shall be in accordance with the Applicable Law and the SIA.

C.2.8. 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 Applicable Laws.

C.2.9. Subdivider has submitted technical or materials specifications, cost estimates, and technical reports related to the design of improvements that are shown on the Improvement Plans and as required by these Conditions of Approval.

C.2.10. Subdivider has submitted hydrologic and storm drainage calculations for the design and sizing of in-tract storm drainage pipes and the temporary storm drainage retention basin (if required).

C.2.11. Subdivider in accordance with the terms of the ESP including Section 5.2, Option A shall be required to submit a signed and notarized Park Improvement Agreement (PIA) and Improvement Security, for the construction of the neighborhood park improvements described in Condition C.5.13, below. The form and amount of Improvement Security shall be in accordance with, Applicable Law, the EDA, ESP, EFIP, and the PIA.

C.2.12. Subdivider has submitted signed and stamped Improvement Plans as required in Condition C.5, below.

C.3 Grading Permit

The City will accept a grading permit application for the Project prior to the Final Map being approved by the City Council, if the Subdivider 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, and in accordance with the EDA, ESP, and EFIP, including, but not limited to, the following:

C.3.1. 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 and Geotechnical Engineer.

a. The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Building Official and Fire Code Official. prior to submitting the mylars to Engineering Division for City Engineer's approval.

b. Prior to the issuance of Grading Permit for the Project, Subdivider shall submit improvement plans and secure at least two plan reviews.

c. 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.

(i) The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, pavement design recommendations, percolation rate, and elevation of the highest observed groundwater level.

d. 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#).

(i) After the completion of the Project, the Subdivider is responsible for filing the Notice of Termination (NOT) required by SWQCB. The Subdivider shall provide the City with a copy of the completed Notice of Termination.

(ii) The cost of preparing the SWPPP, NOI and NOT, including the filing fee of the NOI and NOT, shall be paid by the Subdivider.

(iii) The Subdivider shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the applicable provisions of the, ESP, EFIP, EDA, and City's Storm Water Management Program.

e. Permit(s), agreement(s) and approval of other public agencies that has jurisdiction over the required public facilities, if applicable.

f. 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 4.3-1b of the Modified Specific Plan Mitigation Monitoring and Reporting Program.

g. Reasonable written permission from irrigation district or affected owner(s), if applicable as required in Condition C.12.3, below. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider, if required.

h. The existing well serving the single-family residence at Lammers Road, shall be abandoned, and/or removed in accordance with the City and San Joaquin County requirements at the time the residence is demolished. 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.

i. Payment of applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval, subject to the PICRA.

C.4. Encroachment Permit

Applications for encroachment permit may be accepted by the City as complete prior to the Final Map being approved by the City Council if the Subdivider provides all relevant documents related to said encroachment permit required by the applicable City Regulations and these Conditions of Approval, to the reasonable satisfaction of the City Engineer, including, but not limited to, the following:

C.4.1. 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 Engineer, Traffic Engineer, Electrical Engineer, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

a. The Subdivider shall obtain all applicable signatures by City departments (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.

C.4.2. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

C.4.3. Traffic Control Plan, if necessary, shall be prepared under the supervision of and signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California.

C.4.4. 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.

C.4.5. If required, signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of off-site 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), the ESP, EDA, EFIP, and the OIA. The Subdivider's obligations in the OIA shall be deemed to be satisfied upon City Council's acceptance of the public improvements and release of the Improvement Security.

C.4.6. Check or wire 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. The fees shall be in accordance with the EDA, applicable law, and the Program Improvements Credit and Reimbursement Agreement ("PICRA").

C.5. Improvement Plans

C.5.1. General: 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 Engineer, Traffic Engineer if applicable, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

The Improvement Plans including the Grading and Drainage Plans prepared in accordance with the ESP, EDA, EFIP, and 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 ESP, EDA, EFIP, and the City Design Documents, and these Conditions of Approval.

a. The Improvement Plans shall be prepared in mylar with the City of Tracy standard title and signature block.

b. The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylar

including signatures by the Chief Building Official and Fire Code Official or Fire Safety Officer, prior to submitting the mylars to Engineering Division for City Engineer's approval.

C.5.2. 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, 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 storm water treatment in accordance with the ESP, EFIP, and EDA, and as reasonably 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#).

C.5.3. 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.

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.

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 Subdivider shall be responsible for obtaining permission from owner(s) of the adjacent and affected property(s). The slope easement must be recorded, prior to the issuance of the final building certificate of occupancy.

f. If applicable, show all existing irrigation structure(s), channel(s) and pipe(s) that are to remain or to be 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.5.4. Permanent storm drainage connection

a. The Project's permanent storm drainage connection(s) shall be designed and constructed to meet City Standards and the recommendations in the Storm Drainage Technical Report.

b. The City's Stormwater Consultant (Storm Water Consulting, Inc.) is reviewing the Project Stormwater Plan for Ellis and Avenues Technical Report. prepared by Carlson, Barbee, & Gibson, Inc. The Subdivider shall design and construct in-tract and offsite drainage improvements (if required) based on the final approved drainage design report as approved by the City Engineer.

c. Draining the storm water to the City's storm drainage system to drain to future Detention Basin DET 3A is the required final solution of disposing storm water from the Project site. The Subdivider shall design and install all the necessary improvements for the final solution , or an interim solution of disposing storm water. The Subdivider will be responsible for design and installation of the Project's permanent storm drainage connection from the Project site to the City's future public storm drain system at the location and grade approved by the City as a part of the storm drainage improvement plans, if the Subdivider does not provide an interim solution.

d. Prior to the approval of the Final Map for the Project, the Subdivider shall provide a Stormwater Quality Control Plan (SWQCP) detailing the methods in which the development will

address compliance with the applicable City's *Multi-Agency Post-Construction Stormwater Standards Manual* (Manual). Prior to the issuance of the grading permit for the project, the SWQCP shall be approved by the City Engineer.

C.5.5. Temporary Drainage System – Onsite Retention Basin(s)

Until such time as future DET 3A is operational, which includes adequate detention storage to accommodate storm runoff from development areas and a positive outlet, the Project will be required to provide temporary retention basins as the interim discharge element for all Project drainage in conformance with City Design Standards.

a. The Temporary Retention Basin(s) shall be designed to retain storm water run-off from the Project resulting from 200% of the 10-year, 48-hour storm event in compliance with Sections 5.06 and 5.07 of City of Tracy Design Standards.

b. The Subdivider shall provide a geotechnical investigation with respect to the Temporary Retention Basin(s) that validates that percolation rates for the subsurface soils that exist at and below the bottom of the basin are acceptable.

c. Subdivider shall be responsible for maintenance of onsite Temporary Retention Basin(s) until the downstream drainage facilities are installed and accepted by the City. The Subdivider shall sign an improvement agreement (Deferred Improvement Agreement), to assure completion of the Subdivider's obligation to repair and maintain said basin(s) while the storm drainage retention basin is in service and then to modify/remove Temporary Retention Basin(s) and connect on-site storm drainage system to the master plan facilities when constructed and operational. The scope of improvements and security required with the Deferred Improvement Agreement will be determined during the improvement plan review.

d. Excavated materials shall be kept within the basin site. If the excavated materials are removed from the basin site, the Subdivider shall post cash security equivalent to the cost of import backfill materials, hauling to the basin site, spreading, compacting and re-grading the basin site. If excavated materials are retained on-site, the stockpile of excavated materials shall not be higher than 8 feet and slope should not be steeper than 1:1. A metal fence and access gate shall be installed by the Subdivider to enclose the basin site. The bottom of the temporary on-site storm drainage retention basin(s) shall be 5 feet above the observed highest groundwater elevation at the basin site, or as approved by the City Engineer. The Geotechnical Report shall also indicate the observed highest groundwater elevation at the basin site.

e. The Subdivider shall record a temporary storm drainage easement to grant rights to the City to access the temporary storm drainage retention basin(s) for any necessary emergency repair or maintenance work the City may have to perform within the basin site. Said temporary access easement shall include a sunset clause that such easement will automatically be terminated at such time as the above-referenced permanent storm drainage improvements are completed.

f. Interim stormwater treatment measures must meet the requirements for hydromodification and regulated projects under the City's MAPCSWS. The use of temporary Detention Basins as described in C.5.5 is not sufficient to meet the MAPCSWS and therefore additional stormwater treatment measures will need to be incorporated until such time as the future DET 3A is completed and approved for stormwater treatment measures.

C.5.6. Stormwater Treatment

a. Permanent storm water treatment measures for the Project to meet the requirements of the City's Multi-Agency Post-Construction Stormwater Standards Manual will be provided offsite within future DET 3A. This approach may increase peak rates of runoff previously anticipated to be generated by the Project, and more capacity may be required to convey this runoff to DET 3A. It is likely that stormwater quality treatment may be provided by creating an "infiltration basin" in a forebay within DET 3A that accommodates the required stormwater quality storage volumes. Storm water quality treatment measures that are required to be incorporated into DET 3A are not currently part of the program storm drainage infrastructure, and hence the Subdivider shall be responsible for additional costs of design and construction of these measures, or alternatively the EFIP program will be revised to include these costs. The Subdivider may be required to pay updated fees to be determined in the FIP update, or other means as acceptable to the Subdivider and City.

b. Prior to the issuance of the first building certificate of occupancy, the Subdivider shall submit a signed and notarized Stormwater Treatment Facilities Maintenance Agreement (STFMA) as a guarantee for the performance of Subdivider's responsibility towards the repair and maintenance of on-site storm water treatment facilities. This requirement shall apply only if temporary on-site retention basin is utilized.

C.5.7. Sanitary Sewer

a. Permanent Sewer Main on Corral Hollow Road

In accordance with Section 1.13(b)(1) of the Ellis DA, the existing Corral Hollow Sewer Conveyance System has conveyance capacity reserved for this Project on a permanent basis. The City of Tracy has completed the design of the permanent sewer main on Corral Hollow Road from Peony Drive to the existing sewer manhole at Parkside Drive.

(i) The Subdivider has requested for City's approval to allow the first two hundred and twenty-five lots to utilize the existing temporary connection to Peony Drive as an interim solution in the event the permanent sewer main in Corral Hollow Road and downstream improvements required to provide permanent capacity for the Project have not been constructed. The Subdivider is hereby notified that the interim connection may be permitted subject to verification of availability of capacity in the existing facilities by completion of a technical analysis by City's Consultant ("Interim Sewer Capacity Analysis"). The cost of the Interim Sewer Capacity Analysis shall be funded by the Subdivider, and shall be completed prior to approval of the first Final Map. The Subdivider shall deposit the funds for the analysis with the City within two weeks from the date of approval of the Tentative Map, or within two weeks from the date City provides Fee Estimate and Scope of Work to the Subdivider.

(ii) If the permanent sewer main has not been constructed prior to issuance of the two hundred and twenty sixth occupancy permit for Ellis Phase 2, the Subdivider will be required to install the permanent sewer line in Corral Hollow Road, from Ellis Town Drive to Node 4W, subject to the EDA, and PICRA.

(iii) In order to guarantee completion of installation of the permanent sewer improvements described under this section, the Subdivider shall sign a Deferred Improvement Agreement with the City and post improvement security in the amounts approved by the City Engineer, prior to the approval of the first Final Map.

(iv) The portion of the sewer main on Corral Hollow Road that will be installed within the jurisdiction of the San Joaquin County (County) will require encroachment permit and a maintenance agreement with the County. The Subdivider is required to coordinate with the County Public Works Department the design of the utility trench and extent of pavement replacement for the portion of Corral Hollow Road that is within the County right-of-way. The Subdivider

shall comply with all the applicable requirements of the County, obtain encroachment permit, and pay permit processing, plan checking and inspection fees, prior to starting work. The County will require a traffic control plan and improvement plans as part of the encroachment permit application.

(v) Prior to starting the work described in this section, the Subdivider shall submit a Traffic Control Plan, to show the method and type of construction signs to be used for regulating traffic at work areas during the installation of the sewer improvements described in above. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California.

b. Sanitary Sewer Facilities: The Subdivider shall design and install sanitary sewer facilities including the Project's sewer connection in accordance with City Regulations and utility improvement plans approved by the City Engineer. The Subdivider is hereby notified that the City will not provide maintenance of the sewer lateral within the public right-of-way unless the sewer cleanout is located and constructed in conformance with Standard Plan No. 203. The City's responsibility to maintain on the sewer lateral is from the wye fitting to the point of connection with the sewer main.

c. 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 available capacity will be reduced. Upon approval of a final map, wastewater capacity for the total number of lots within the final map shall be reserved from the City's unused capacity referenced herein.

C.5.8. Water System.

a. Water Distribution System.

Potable water line sizing, looping requirements and layout shall comply with recommendations of Ellis Phase 2 Water Report and EFIP, and the following improvements as listed in the report:

(i) Previously recommended water system facilities identified in various ESP Phase 1 Improvement Plans, as well as the City-side Zone 3 improvements at JJWTP and Corral Hollow Road Utility Improvements.

(ii) The on-site water pipelines around the school site Parcel "H" shall be upsized to 12-inch diameter pipes.

(iii) Closure of the valve (located at Middlefield Road/Corral Hollow Road intersection) until the City proceeds with the re-zoning of various City-side Pressure Zone 3 parcels that are currently served in Pressure Zone 2.

b. All costs associated with the installation of the Offsite Water Improvements including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings on existing street that may be disturbed with the installation of these improvements shall be advanced by the Subdivider, and subject to the PICRA.

c. As recommended in Ellis Phase 2 Water Report, the school parcel will not be permitted to connect to the City water system until the facilities that are associated with the build out of the ESP are constructed and in service.

d. Recycled Water Line

On-site Recycled Water mains are required to serve Ellis Phase 2. As part of the on-site improvements for the Project, the Subdivider shall install 8-inch Recycled Water main along Ellis Town Drive. The 8-inch Recycled Water main shall be connected to Ellis Phase 1 Recycled Water Main at Ellis Town Drive.

e. Fire Service Line

The Subdivider shall design and install fire hydrants at locations approved by the City's Fire Safety Officer and Chief Building Officer. Before the approval of the plans, the Subdivider shall obtain written approval from the City's Fire Safety Officer or Chief Building Official, for the design, location and construction details of the fire service connections and for location and spacing of fire hydrants that are to be installed.

(i) 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 ESP, EFIP, EDA, and City of Tracy Fire Code Official.

(ii) Fire service connection to the fire hydrants shown in the Lanes shall be revised to eliminate service connections

crossing private lots. The connection shall be located within the Lanes right-of-way.

f. Water Shutdown Plan and Traffic Control Plan:

If water main shut down is necessary, the City will allow a maximum of four hours water supply shutdown. The Subdivider shall be responsible for notifying residents or business owner(s), regarding the water main shutdown. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business owner(s) at least 72 hours before the water main shutdown. Prior to starting the work described in this section, the Subdivider shall submit a Water Shutdown Plan and Traffic Control Plan to be used during the installation of the offsite water mains.

g. Domestic and Irrigation Water Services

Domestic water service shall be installed in accordance with City Regulations and the utility improvement plans approved by the City Engineer. City's responsibility to maintain water lines shall be from the water main on the street to the back of the water meter (inclusive) only.

h. All costs associated with the installation of the Project's permanent water connection(s) as identified in the EFIP and Ellis Phase 2 Water Report 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 advanced by the Subdivider, and subject to the PICRA .

C.5.9. Frontage Street Improvements

a. The Subdivider shall as a part of the Final Map which includes Lammers Road, shall offer for dedication the ROW along the property frontage of Lammers Road in accordance with City design standards, ESP, EFIP, and EDA.

C.5.10. Subdivision Roadway Improvements

a. Ellis Town Drive, Cordelia Lane, Roundhouse Drive, Northington Drive and Other In-tract Streets

The Subdivider shall dedicate all rights-of-way that are necessary to construct Ellis Town Drive, Cordelia Lane, Roundhouse Drive and Northington Drive and all the in-tract streets based on their respective cross sections as shown on the Tentative Map.

(i) The width of travel lanes, street median, landscaping strip and sidewalk shall be in accordance with this tentative map.

(ii) 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 (Motorola), 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 be consistent with City Standards, unless specifically modified in the ESP, and shall be shown on the Improvement Plans.

(iii) Design and construction details for the lanes and alley approaches shall be as shown on the Tentative Map with the exception that the maximum slope behind the curb within the right-of-way shall not exceed 5%.

b. Dead-End Streets

A standard barricade and guardrail, or gate per the ESP with appropriate traffic sign will be required at the west end of Roundhouse Drive, Ellis Town Drive, Street 6, Street 10 and Street 13, and north end of Street 2, Street 11, Street 12 and Street 15, and at south end of Street 14. A wooden fence shall be installed at the end and for the entire right-of-way width of these streets.. To prevent street runoff from draining to adjacent property(s), a concrete curb shall be installed through the entire width of the pavement or curb-to-curb, unless the property ownership is the same, or the adjacent property owner has provided consent. Asphalt concrete berm or curb is an acceptable alternative solution. Construction details of the improvements described under this sub-section must be shown on the Improvement Plans, if ownership is not the same, or no consent is provided.

C.5.11. Parcel H School Parcel

a. Subidvider shall comply with Section 1.14 of the EDA.

b. Design and construction details for the Ellis Town Drive, Street 2, Street 10, and Street 11, and access to the school site shall be generally consistent with the ESP, City Standards, and per the recommendations of the *Ellis-Jefferson School Circulation* TM by TJKM, dated January 12, 2017 and any subsequent updates.

C.5.12. Neighborhood Parks

a. The Subdivider or Owner shall offer for dedication Parcel "G" for park purposes as required by sub-section 1.15(a) of the EDA

and section 5.2 of the ESP on the Final Map which includes Parcel "G".

(i) The Subdivider shall design and construct the neighborhood park improvements consistent with the City Standards, ESP, EFIP, EDA and Applicable Law.

b. The Subdivider shall submit park improvement plans, signed and notarized improvement agreement ("Park Improvement Agreement or PIA"), and Improvement Security in the amount and type specified in the ESP, EDA, and Applicable Law . The timing of commencement of the neighborhood park improvements, payment of fees and fee credits shall be in accordance with the ESP and Tracy Municipal Code.

C.5.13. Landscape Parcels A, B, C, D, E, and F

a. The Native Preserve parcels shown on the Vesting Tentative Map as Parcels A, B, C, D, E, and F shall be dedicated to the City of Tracy and maintained by the Property Owner's Association. (POA)

b. Design and construction details related to maintenance vehicle access, driveway curb cuts, landscaping, fences and related improvements shall be shown on the improvement plans for review and approval by the City Engineer.

(i) Design and construction details for work in the vicinity of the PG&E and Chevron pipelines shall also comply with the requirements listed below in Condition E5.16.

(ii) Fences shall be located such that they do not obstruct pedestrian access to sidewalks, and shall be in compliance with the ESP and approved by the City Engineer.

C.5.14. UPRR Boundary Wall

a. The boundary wall adjacent to the UPRR right-of-way shall be designed such that the entire wall, including footing and any retaining wall (if required) shall be located entirely within the street right-of-way for Northington Drive and Street 8.

b. Maintenance of boundary wall and retaining walls shall be the responsibility of the POA and funded through the CFD.

c. If required subdivider shall obtain encroachment permits from UPRR for any work within UPRR right-of-way.

C.5.15. Undergrounding of Overhead Utilities

a. Public Utility Easement

All private utility services to serve Project such as electric, telephone and cable TV must be installed underground, and to be installed within dedicated Public Utility Easement (PUE) and

at the location approved by the respective owner(s) of the utilities.

b. 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 Public Utility Easement (PUE). The Subdivider shall complete the necessary coordination work with the respective owner(s) of the utilities for the design of these underground utilities and to ensure it can be constructed under the sidewalk or within the PUE.

c. Underground utility conduits may be installed under the sidewalks, and all boxes, structures and related facilities shall be located in the within the PUE. .

d. Pavement cuts or utility trench(s) on existing street(s) for the installation of electric, gas, cable TV, and telephone will require the application of 2" asphalt concrete overlay and replacement of pavement striping and marking that are disturbed during construction. The limits of asphalt concrete overlay shall be 25 feet from both sides of the trench, and shall extend over the entire width of the adjacent travel lane(s) if pavement excavation encroaches to the adjacent travel lane or up to the street centerline or the median curb. If the utility trench extends beyond the street centerline, the asphalt concrete overlay shall be applied over the entire width of the street (to the lip of gutter or edge of pavement). Construction details and limits of asphalt concrete overlay shall be shown on the Improvement Plans.

C.5.16. <u>PG&E and Chevron Pipeline Easement and Facilities</u>

a. Per Mitigation Measure 4.7-1c, prior to the issuance of building permits, a qualified Site Characterization specialist shall conduct updated site characterization in the Project area in consultation with PG&E, Chevron, and San Joaquin Environmental Health Dept. (EHD) with regard to the potential contaminated soils from pipeline leaks. Upon completion of the site characterization activities, the Site Characterization specialist shall recommend remediation actions, if necessary, in consultation with EHD.

b. Per Mitigation Measure 4.7-2, prior to issuance of grading permits, the Project Applicant shall work with PG&E and Chevron to implement and observe a site damage prevention plan. This may potentially include the following:

(i) designing a site development plan incorporating permanent land use over the pipeline right-of-way that minimizes the potential for damage to the lines;

(ii) prominently marking the line locations prior to site development, maintaining markings throughout the

development process, and final marking after work is complete;

(iii) communicate plans for significant excavation or land contouring work;

(iv) identify changes in land contour that could significantly reduce the soil cover over the pipelines;

(v) evaluate the effects of heavy construction vehicles crossing the lines, designate areas for heavy construction vehicles to cross the lines, and provide temporary fill or other temporary protection over the lines where necessary;

(vi) minimize installations of new buried utilities and services across the existing pipelines;

(vii) evaluate whether the existing lines should be lowered to increase vertical separation between the pipelines and new surface features; and

(viii) develop other damage-prevention measures as may be necessary.

c. The Project Applicant and the pipeline operators should consider other measures for reducing risk suggested in the Pipelines and Informed Planning Alliance (PIPA) recommended practices on informed land use including:

(i) select landscaping vegetation to avoid root structures that damage pipeline coatings,

(ii) avoid planting trees that prevent direct observation of the pipelines by aerial patrol,

(iii) manage storm runoff to prevent erosion of pipeline bedding,

(iv) consider accessibility to pipeline personnel and first responders in the event of an emergency, and

(v) incorporate escape routes from areas within the Potential Impact Radius (PIR).

C.6. Building Permit - No building permit will be approved by the City until the Subdivider demonstrates, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

C.6.1. Payment in accordance with Applicable Law for the EFIP Fees for Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park adopted by the City Council on August 20, 2013, per Resolution 2013-136, and in accordance with Applicable Law, including any updates as adopted by City Council which have become Applicable Law.

C.6.2. Payment of any other fees in accordance with Applicable Law.

C.7. Acceptance of Public Improvements

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

C.7.1. Correction of all items listed in the deficiency report prepared by the assigned Engineering Inspector relating to public improvements subject to City Council's acceptance.

C.7.2. Subdivider has completed the 90-day public landscaping maintenance period.

C.7.3. 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. Temporary or Final Building Certificate of Occupancy

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

C.8.1. The Subdivider has satisfied all the requirements set forth in Condition C.7, above.

C.8.2. The Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the improvements required in these Conditions of Approval. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Subdivider shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to serve the Project, and the Subdivider shall advance 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), which shall be subject to the PICRA.

C.9. Agreements and Improvement Security

C.9.1. Subdivision Improvement Agreement: - Before the City's approval of the 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), post all required improvement security in accordance with Applicable Law, improvements shall be subject to the PICRA.

C.9.2. Deferred Improvement Agreement: - Before the City's approval of the First Final Map, the Subdivider shall execute a Deferred Improvement Agreement, if needed, which shall be 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), under the Applicable Law, which shall be subject to the PICRA.

C.10. Improvement Security

The Subdivider shall provide improvement security for all public facilities, as required by the Subdivision Improvement Agreement and the Deferred Improvement Agreement 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 the EDA, and section 12.36.080 of the TMC. The amount of improvement security shall be as follows:

C.10.1. Faithful Performance (100% of the estimated cost of constructing the public facilities),

C.10.2. Labor & Materials (100% of the estimated cost of constructing the public facilities),

C.10.3. Warranty (10% of the estimated cost of constructing the public facilities), and

C.10.4. Monumentation ($500 multiplied by the total number of street centerline monuments that are shown on the Final Map).

C.11. Release of Improvement Security

Improvement Security(s) described herein shall be released to the Subdivider after City Council's acceptance of public improvements, and after the Subdivider demonstrates, to the satisfaction of the City Engineer, compliance of these Conditions of Approval, and completion of the following:

C.11.1. Improvement Security for Faithful Performance, Labor & Materials, and Warranty shall be released to the Subdivider in accordance with the EDA, and Section 12.36.080 of the TMC.

C.11.2. Written request from the Subdivider and a copy of the recorded Notice of Completion.

C.11.3. Monumentation Bond will be released to the Subdivider after City Council's acceptance of the public improvements and all the street centerline monuments shown on the Final Map are installed and tagged by a Land Surveyor licensed to practice in the State of California.

C.12. Benefit District

The Subdivider may make a written request to the City for the formation of a Benefit District for which the public facilities are required in accordance with these Conditions of Approval, the EDA, ESP, EFIP, and Applicable Law.

C.13. Special Conditions

C.13.1. All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with the tentative map, ESP, EDA, EFIP, City Regulations, and City's applicable Design documents if not included in the ESP, EDA, EFIP, or tentative map, 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.

C.13.2 All existing on-site well including the well serving the existing residence at Lammers Road, 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 including the cost of permit(s) and inspection. The Subdivider shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit for the Improvement plans which include grading at the location of the well(s).

C.13.3. The Subdivider shall abandon or remove all existing irrigation structures, channels and pipes, located on improvement plans, if any, as directed by the City after joint coordination with the irrigation district, if the facilities are no longer required for irrigation purposes. If irrigation facilities including tile drains, located on improvement plans, if any, are required to remain to serve existing adjacent agricultural uses by legal right or easement, the Subdivider will design, coordinate and construct required modifications to the facilities to the satisfaction of the affected agency and the City. Written permission from irrigation district or affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit if any facilities are located on improvement plans, and are to be removed. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.

C.13.4. All improvement plans shall contain a note stating that the Subdivider (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 Subdivider'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.13.5. Nothing contained herein shall be construed to permit any violation of Applicable Law. Subject, however, to Applicable Law, this Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the final map, improvement agreements, and improvement plans, prior to 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,. 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. Costs may be applicable to the Ellis FIP as credit. Health and Safety findings shall be made by the City Council under the terms of a City wide review of the Health and Safety related issue.

C.13.6. Nothing in these Conditions of Approval are intended or may be interpreted to limit or interfere with any of the vested rights provided in the Ellis Development Agreement. In the event of any conflict between any provision of these Conditions of Approval and the Applicable Law, the Applicable Law shall control.

RESOLUTION 2019-_____

APPROVING THE FINAL SUBDIVISION MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR ELLIS GARDENS PHASE 1, TRACT 3877

WHEREAS, The Tentative Subdivision Map for the Ellis Gardens Project consists of 356 single-family residential lots and nine other parcels on approximately 106 acres generally surrounded by Ellis Phase 1A and 1B (Village Neighborhood) on the east, Future Neighborhood on the west, Union Pacific Railroad Line on the south and agriculture land on the north, and

WHEREAS, The Final Subdivision Map for Ellis Gardens – Phase 1, Tract 3877, consists of 51 single-family residential lots, and

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

WHEREAS, The Improvement Plans, Specifications, and Cost Estimates for the required improvements have been prepared on behalf of the Subdivider, and approved by the City Engineer, and

WHEREAS, The Subdivision Improvement Agreement (SIA) addresses construction of Ellis Town Drive, Cordelia Lane, Jack Tuso Drive, Railroad Avenue, and Margaret Adele Lane (between Cordelia Lane and Ellis Town Drive), Ellis Lane 6, Ellis Lane 7, Ellis Lane 8, and other in-tract improvements associated with the 51 lots that will be developed by the Subdivider as part of Ellis Gardens Phase 1, Tract 3877, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the Final Subdivision Map and Subdivision Improvement Agreement for Ellis Gardens-Phase 1, Tract 3877, and authorizes the City Clerk to file the Subdivision Improvement 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 16th day of April, 2019, by the following vote:

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

April 16, 2019

AGENDA ITEM 1.L

REQUEST

APPROVE THE FINAL SUBDIVISION MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR ELLIS GARDENS PHASE 2, TRACT 3906, AND AUTHORIZE THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

EXECUTIVE SUMMARY

Approval of the Final Subdivision Map will facilitate recordation of the Final Subdivision Map, and the issuance of building permits to construct residential houses within the Ellis Gardens Phase 2 Subdivision, Woodside 05N, LP, a California Limited Partnership, (Subdivider) has signed the Subdivision Improvement Agreement (SIA) for construction of the subdivision improvements to serve 99 single family dwelling lots, that will be created by the Final Subdivision Map.

DISCUSSION

On May 10, 2017, the Planning Commission approved the Vesting Tentative Subdivision Map for second phase of the Ellis Specific Plan Project, Tract 3877, The Gardens (VTSM), pursuant to PC Resolution No. 2017-015. The VTSM includes approximately 356 single-family residential lots and nine other parcels on approximately 106 acres (Ellis Phase 2 Subdivision) generally located on the west of Ellis Phase 1A and 1B (Village Neighborhood), Union Pacific Railroad Line to the south, agricultural land to the north and future Neighborhood to the west,

The Subdivider is requesting approval of the Final Subdivision Map for Ellis Gardens Phase 2, Tract 3906, to create 99 single-family residential lots within the boundaries of and in conformance with the approved VTSM. The Final Subdivision Map for Tract 3906 (Attachment B) has been prepared on behalf of the Subdivider and reviewed by the Engineering Division.

The Conditions of Approval for the VTSM require the Subdivider to design and construct certain on-site improvements as a condition of approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards. Improvement Plans for the required improvements have been prepared on behalf of the Subdivider and approved by the City Engineer.

The Subdivider has executed the SIA for the completion of the Subdivision Improvements including roadway improvements on Cordelia Lane, Rio Grande Drive, Ian Lane, Jack Tuso Drive, Vinolli Place, Lone Star Way, Brewer Street, and Margaret Adele Lane (between Cordelia Lane and Rio Grande Drive), and other associated improvements. The roadway improvements include asphalt concrete pavement, curb, gutter, sidewalk, storm drainage, watermain connection, street lights, signing and striping, pavement transition to existing roadway section, and other improvements.

The Engineering Division has reviewed the Improvement Plans and all improvements required of Ellis Gardens Phase 2, Tract 3906, are guaranteed as part of the SIA with security.

The Final Subdivision Map has been reviewed as to its substantial compliance with the design of the approved Tentative Subdivision Map. The SIA, Final Subdivision Map, 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 Subdivider has paid the applicable engineering review fees, which include the cost of processing the Final Subdivision Map and Subdivision Improvement Agreement.

STRATEGIC PLAN

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

RECOMMENDATION

That City Council, by resolution, approve the Final Subdivision Map for Ellis Gardens Phase 2, Tract 3906, and authorize the City Clerk to file the Subdivision Improvement Agreement with the Office of the San Joaquin County Recorder.

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

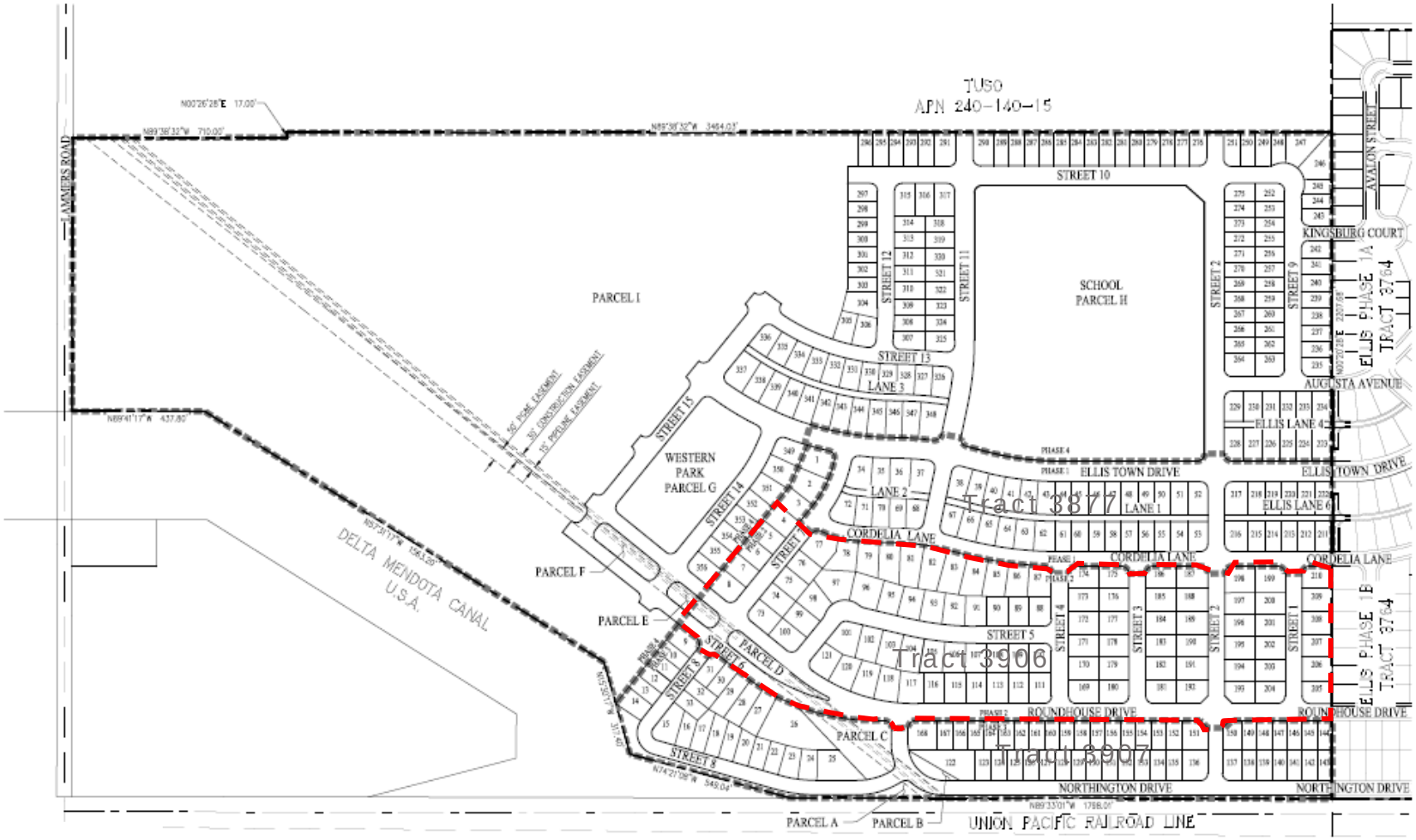
Reviewed by: Robert Armijo, PE, City Engineer / Assistant Development Services Director
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

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

ATTACHMENT A



TRACT NO. 3906

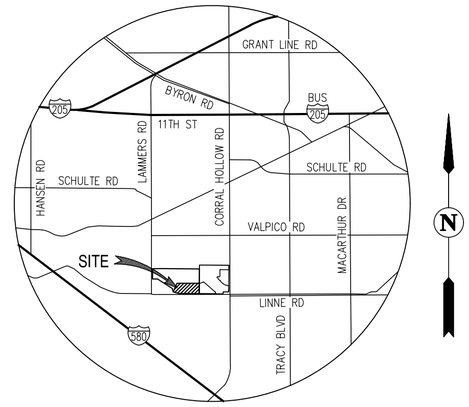
SUBDIVISIONS OF SAN JOAQUIN COUNTY, CALIFORNIA

ELLIS GARDENS - PHASE 2

BEING A SUBDIVISION OF PARCEL 2 AS DESCRIBED IN THAT CERTAIN DEED RECORDED MAY 24, 2017, AS DOCUMENT NO. 2017-058417, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, LYING WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

FEBRUARY 2019



VICINITY MAP
NOT TO SCALE

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 3906, SUBDIVISIONS OF SAN JOAQUIN COUNTY, ELLIS GARDENS PHASE 2, CITY OF TRACY, CALIFORNIA", AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE FOLLOWING DESCRIBED PROPERTY IS HEREBY DEDICATED IN FEE FOR PUBLIC PURPOSES:

1) MARGARET ADELE LANE, BREWER STREET, LONE STAR WAY, AZORES PLACE, JACK TUSO DRIVE, IAN LANE, AND RIO GRANDE DRIVE FOR ROADWAY AND UTILITY PURPOSES.

2) PARCEL A AND PARCEL B FOR LANDSCAPING PURPOSES.

THE FOLLOWING DESCRIBED PROPERTY IS HEREBY DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

1) ALL PUBLIC UTILITY EASEMENTS AS SHOWN ON THIS FINAL MAP.

2) ALL WATER LINE EASEMENTS SHOWN AS SHOWN ON THIS FINAL MAP.

WE ALSO RESERVE TO THE CITY OF TRACY, THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE ONE-FOOT ACCESS RESERVE STRIP AT THE WESTERN TERMINI OF RIO GRANDE DRIVE AS SHOWN ON THIS FINAL MAP.

WE ALSO RELINQUISH TO THE CITY OF TRACY ALL RIGHTS OF VEHICULAR ACCESS OF LOT 143 TO AND FROM ELLIS TOWN DRIVE; OF LOTS 52, 63, 64, 75, 76, 87, 88, AND 132 TO AND FROM CORDELIA LANE; OF LOTS 57, 58, 69, 70, 81, 82, 93, 127, 128, AND 150, TO AND FROM RIO GRANDE DRIVE; OF LOTS 104 AND 105, TO AND FROM BREWER STREET; OF LOTS 94, 114, 115, AND 142 TO AND FROM LONE STAR WAY; ALL AS SHOWN ON THIS FINAL MAP.

AND, WE HEREBY RESERVE PARCELS C AND D FOR FUTURE DEVELOPMENT.

AS OWNER: WOODSIDE 05N, LP, A CALIFORNIA LIMITED PARTNERSHIP
BY: WDS GP, INC., A CALIFORNIA CORPORATION, ITS GENERAL PARTNER

BY: _____

NAME: SCOTT HOISINGTON

TITLE: VICE PRESIDENT

DATE: _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____

OWNER'S ACKNOWLEDGMENT

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

STATE OF _____ } SS.
COUNTY OF _____ }

ON _____ , BEFORE ME, _____ , A NOTARY PUBLIC, PERSONALLY APPEARED _____ , WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY 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: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

OWNER'S ACKNOWLEDGMENT

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

STATE OF _____ } SS.
COUNTY OF _____ }

ON _____ , BEFORE ME, _____ , A NOTARY PUBLIC, PERSONALLY APPEARED _____ , WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY 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: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 201_____, AT _____

_____.M. IN BOOK_____OF MAPS AND PLATS, AT PAGE _____, AT THE REQUEST OF

_____

FEE: $ _____

_____
STEVE J. BESTOLARIDES
ASSESSOR-RECORDER-COUNTY CLERK

BY: _____
ASSISTANT/DEPUTY RECORDER

TRACT NO. 3906

SUBDIVISIONS OF SAN JOAQUIN COUNTY, CALIFORNIA

ELLIS GARDENS - PHASE 2

BEING A SUBDIVISION OF PARCEL 2 AS DESCRIBED IN THAT CERTAIN DEED RECORDED MAY 24, 2017, AS DOCUMENT NO. 2017-058417, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, LYING WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

FEBRUARY 2019

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WOODSIDE 05N, LP, A CALIFORNIA LIMITED PARTNERSHIP, IN NOVEMBER 2018. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2020; AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE

LICENSED LAND SURVEYOR
MARK H. WEHBER
7960
STATE OF CALIFORNIA

MARK H. WEHBER, P.L.S.
L.S. NO. 7960

STATEMENT OF THE SURVEYOR FOR THE CITY

I, DAVID W. ENKE, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 3906, SUBDIVISIONS OF SAN JOAQUIN COUNTY, ELLIS GARDENS PHASE 2, CITY OF TRACY, CALIFORNIA", AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DAVID W. ENKE, L.S. 4071
SURVEYOR FOR THE CITY

DATE

CITY ENGINEER'S STATEMENT

I ROBERT ARMIJO, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF TRACY, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 3906, SUBDIVISIONS OF SAN JOAQUIN COUNTY, ELLIS GARDENS PHASE 2, CITY OF TRACY, CALIFORNIA", AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

ROBERT ARMIJO, R.C.E. 63173
CITY ENGINEER

DATE:

SOILS REPORT

A SOILS REPORT WAS PREPARED BY WALLA-KUHL & ASSOCIATES, DATED JULY 20, 2018, PROJECT NO. 12002.02, SIGNED BY MICHAEL M. WATARI, GE AND HAS BEEN FILED AT THE OFFICE OF THE CITY ENGINEER.

NOTES:

1. APPROVAL OF THIS FINAL MAP IS SUBJECT TO THE APPLICABLE REQUIREMENTS OF THE TENTATIVE SUBDIVISION MAP FOR THE GARDENS, TRACT NO 3877 CONDITIONS OF APPROVAL THAT WAS APPROVED ON MAY 10, 2017, PURSUANT TO RESOLUTION 2017-015.

2. THE SAN JOAQUIN COUNTY AIRPORT LAND USE COMMISSION'S AIRPORT LAND USE COMPATIBILITY PLAN IDENTIFIES THE TRACY MUNICIPAL AIRPORT'S AIRPORT INFLUENCE AREA. PROPERTIES WITHIN THIS AREA ARE ROUTINELY SUBJECT TO OVERFLIGHTS BY AIRCRAFT USING THIS PUBLIC-USE AIRPORT AND, AS A RESULT, RESIDENTS MAY EXPERIENCE INCONVENIENCE, ANNOYANCE, OR DISCOMFORT ARISING FROM THE NOISE OF SUCH OPERATIONS. STATE LAW (PUBLIC UTILITIES CODE SECTION 21670 ET SEQ.) ESTABLISHES THE IMPORTANCE OF PUBLIC USE AIRPORTS TO THE PUBLIC INTEREST OF THE PEOPLE OF THE STATE OF CALIFORNIA. RESIDENTS OF PROPERTY NEAR SUCH AIRPORTS SHOULD THEREFORE BE PREPARED TO ACCEPT THE INCONVENIENCE, ANNOYANCE, OR DISCOMFORT FROM NORMAL AIRCRAFT OPERATIONS. RESIDENTS ALSO SHOULD BE AWARE THAT THE CURRENT VOLUME OF AIRCRAFT ACTIVITY MAY INCREASE IN THE FUTURE. ANY SUBSEQUENT DEED CONVEYING THIS PARCEL OR SUBDIVISIONS THEREOF SHALL CONTAIN A STATEMENT IN SUBSTANTIALLY THIS FORM.

3. ALL PERSONS PURCHASING LOTS WITHIN THE BOUNDARIES OF THIS APPROVED MAP SHOULD BE PREPARED TO ACCEPT THE INCONVENIENCES OR DISCOMFORTS ASSOCIATED WITH AGRICULTURAL OPERATIONS OR ACTIVITIES, SUCH AS NOISE, ODORS, INSECTS, DUST OR FUMES. SAN JOAQUIN COUNTY HAS DETERMINED THAT SUCH INCONVENIENCES OR DISCOMFORTS SHALL NOT BE CONSIDERED TO BE A NUISANCE.

4. ALL FRONT CORNERS ARE TO BE REFERENCED WITH A NAIL AND TAG SET IN THE SIDEWALK, 1' FROM LOT CORNER ON SIDE LOT LINE PROJECTION. REAR CORNERS ARE TO BE MARKED WITH A REBAR AND CAP OR NAIL AND TAG.

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE _____DAY OF _____, 20_____, THE CITY COUNCIL OF THE CITY OF TRACY, CALIFORNIA PER COUNCIL RESOLUTION NO. _____ APPROVED THIS FINAL MAP OF "TRACT NO. 3906, SUBDIVISIONS OF SAN JOAQUIN COUNTY, ELLIS GARDENS PHASE 2, CITY OF TRACY, CALIFORNIA", AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION IN FEE OF ALL STREET RIGHTS OF WAY, SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON AND ACCEPTED THE OFFER OF DEDICATION IN FEE OF PARCELS A AND B, SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS ON SAID PARCELS, IN ACCORDANCE WITH TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP;

ACCEPTED ON BEHALF OF THE CITY THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE ONE-FOOT ACCESS RESERVE STRIPS AT THE WESTERN TERMINI OF RIO GRANDE DRIVE AS SHOWN ON THIS FINAL MAP;

ACCEPTED ON BEHALF OF THE CITY ALL RIGHTS OF VEHICULAR ACCESS OF LOT 143 TO AND FROM ELLIS TOWN DRIVE; OF LOTS 52, 63, 64, 75, 76, 87, 88, AND 132 TO AND FROM CORDELIA LANE; OF LOTS 57, 58, 69, 70, 81, 82, 93, 127, 128, AND 150, TO AND FROM RIO GRANDE DRIVE; OF LOTS 104 AND 105, TO AND FROM BREWER STREET; OF LOTS 94, 114, 115, AND 142 TO AND FROM LONE STAR WAY; ALL AS SHOWN ON THIS FINAL MAP; AND

ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFERS OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS AND WATER LINE EASEMENTS AS SHOWN ON THIS FINAL MAP.

ADRIANNE RICHARDSON
CITY CLERK AND CLERK OF THE COUNCIL

DATE

SIGNATURE OMISSION

PURSUANT TO SECTION 66436 OF THE CALIFORNIA SUBDIVISION MAP ACT THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:.

1. AN EASEMENT FOR PIPE LINE AND INCIDENTAL PURPOSES, RECORDED JANUARY 18, 1930, AS BOOK 302, PAGE 443 AND MODIFIED APRIL 27, 1992 AS INSTRUMENT NO. 92047894 OF OFFICIAL RECORDS IN FAVOR OF PACIFIC GAS AND ELECTRIC COMPANY.

CERTIFICATE OF DEDICATION

THE CITY OF TRACY SHALL RECONVEY MARGARET ADELE LANE, BREWER STREET, LONE STAR WAY, AZORES PLACE, JACK TUSO DRIVE, IAN LANE, AND RIO GRANDE DRIVE TO THE BELOW NAMED OWNER, OR SUCCESSOR IN INTEREST, IF THE CITY DETERMINES PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSES FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

OWNER'S NAME: WOODSIDE 05N, LP, A CALIFORNIA LIMITED PARTNERSHIP
ADDRESS: 111 WOODMERE RD, SUITE 190
CITY/STATE: FOLSOM, CA 95630

TRACT NO. 3906

SUBDIVISIONS OF SAN JOAQUIN COUNTY, CALIFORNIA

ELLIS GARDENS - PHASE 2

BEING A SUBDIVISION OF PARCEL 2 AS DESCRIBED IN THAT CERTAIN DEED RECORDED MAY 24, 2017, AS DOCUMENT NO. 2017-058417, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, LYING WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 100' FEBRUARY 2019

100' 0' 50' 100' 200' 400'
GRAPHIC SCALE

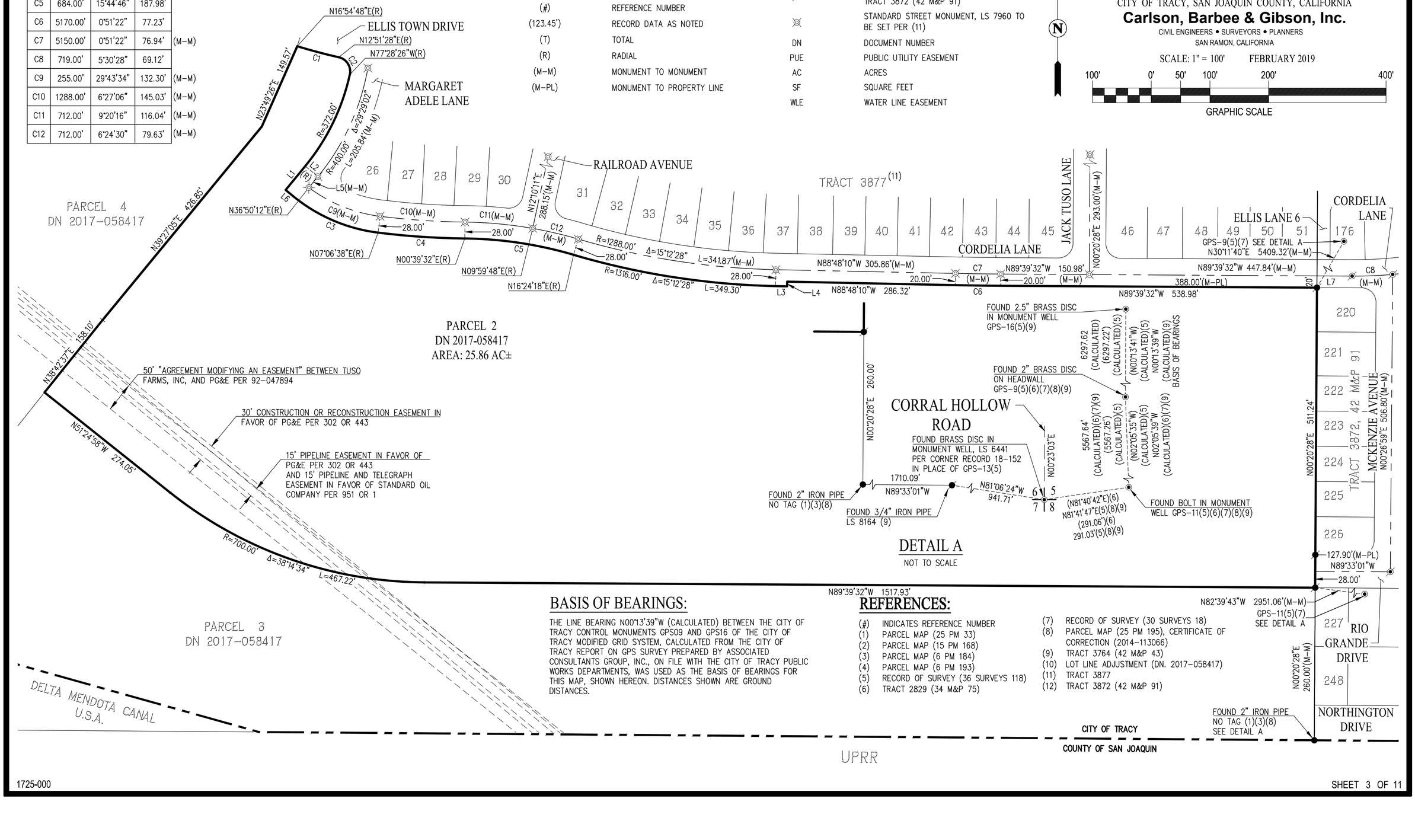
CURVE TABLE				
NO	RADIUS	DELTA	LENGTH	
C1	1033.00'	4°03'20"	73.12'	
C2	25.00'	89°40'06"	39.13'	
C3	283.00'	32°20'27"	159.74'	
C4	1316.00'	6°27'06"	148.18'	
C5	684.00'	15°44'46"	187.98'	
C6	5170.00'	0°51'22"	77.23'	
C7	5150.00'	0°51'22"	76.94'	(M-M)
C8	719.00'	5°30'28"	69.12'	
C9	255.00'	29°43'34"	132.30'	(M-M)
C10	1288.00'	6°27'06"	145.03'	(M-M)
C11	712.00'	9°20'16"	116.04'	(M-M)
C12	712.00'	6°24'30"	79.63'	(M-M)

LINE TABLE			
NO	BEARING	LENGTH	
L1	N39°27'05"E	52.56'	
L2	N50°32'55"W	28.00'	(R)
L3	N88°48'10"W	19.66'	
L4	N00°20'28"E	8.00'	

LINE TABLE			
NO	BEARING	LENGTH	
L5	N39°27'05"E	24.30'	(M-M)
L6	N50°32'55"W	16.37'	
L7	N89°39'32"W	59.84'	(M-PL)

LEGEND

	BOUNDARY LINE	⊙	FOUND STANDARD STREET MONUMENT
	LOT LINE/RIGHT-OF-WAY LINE	●	FOUND MONUMENT AS NOTED
	EASEMENT LINE	◎	SET STANDARD STREET MONUMENT, LS 7960
	MONUMENT LINE	○	SET REBAR AND CAP, LS 7960
	CITY LIMIT LINE	⊙	FOUND STANDARD STREET MONUMENT, LS 8164, PER TRACT 3872 (42 M&P 91)
	TIE LINE	●	FOUND REBAR AND CAP, LS 8164, PER TRACT 3872 (42 M&P 91)
	RESTRICTED ACCESS	⊗	STANDARD STREET MONUMENT, LS 7960 TO BE SET PER (11)
(#)	REFERENCE NUMBER	DN	DOCUMENT NUMBER
(123.45')	RECORD DATA AS NOTED	PUE	PUBLIC UTILITY EASEMENT
(T)	TOTAL	AC	ACRES
(R)	RADIAL	SF	SQUARE FEET
(M-M)	MONUMENT TO MONUMENT	WLE	WATER LINE EASEMENT
(M-PL)	MONUMENT TO PROPERTY LINE		



DETAIL A

NOT TO SCALE

BASIS OF BEARINGS:

THE LINE BEARING N00°13'39"W (CALCULATED) BETWEEN THE CITY OF TRACY CONTROL MONUMENTS GPS09 AND GPS16 OF THE CITY OF TRACY MODIFIED GRID SYSTEM, CALCULATED FROM THE CITY OF TRACY REPORT ON GPS SURVEY PREPARED BY ASSOCIATED CONSULTANTS GROUP, INC., ON FILE WITH THE CITY OF TRACY PUBLIC WORKS DEPARTMENTS, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP, SHOWN HEREON. DISTANCES SHOWN ARE GROUND DISTANCES.

REFERENCES:

(#) INDICATES REFERENCE NUMBER
(1) PARCEL MAP (25 PM 33)
(2) PARCEL MAP (15 PM 168)
(3) PARCEL MAP (6 PM 184)
(4) PARCEL MAP (6 PM 193)
(5) RECORD OF SURVEY (36 SURVEYS 118)
(6) TRACT 2829 (34 M&P 75)
(7) RECORD OF SURVEY (30 SURVEYS 18)
(8) PARCEL MAP (25 PM 195), CERTIFICATE OF CORRECTION (2014-113066)
(9) TRACT 3764 (42 M&P 43)
(10) LOT LINE ADJUSTMENT (DN. 2017-058417)
(11) TRACT 3877
(12) TRACT 3872 (42 M&P 91)

TRACT NO. 3906

SUBDIVISIONS OF SAN JOAQUIN COUNTY, CALIFORNIA

ELLIS GARDENS - PHASE 2

BEING A SUBDIVISION OF PARCEL 2 AS DESCRIBED IN THAT CERTAIN DEED RECORDED MAY 24, 2017, AS DOCUMENT NO. 2017-058417, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, LYING WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 100' FEBRUARY 2019

100' 0' 50' 100' 200' 400'
GRAPHIC SCALE

NOTES

1. ALL DISTANCES SHOWN ARE MEASURED UNLESS OTHERWISE NOTED
2. SEE SHEET 2 FOR ADDITIONAL NOTES.
3. ALL FRONT LINE CORNERS ARE TO BE REFERENCED WITH A NAIL AND TAG SET IN THE SIDEWALK, 1' FROM LOT CORNER ON SIDE LOT LINE PROJECTION. REAR CORNERS ARE TO BE REFERENCED WITH A REBAR AND CAP OR NAIL AND TAG.

REFERENCES:

SEE SHEET 3 FOR REFERENCES

SUBDIVISION SUMMARY

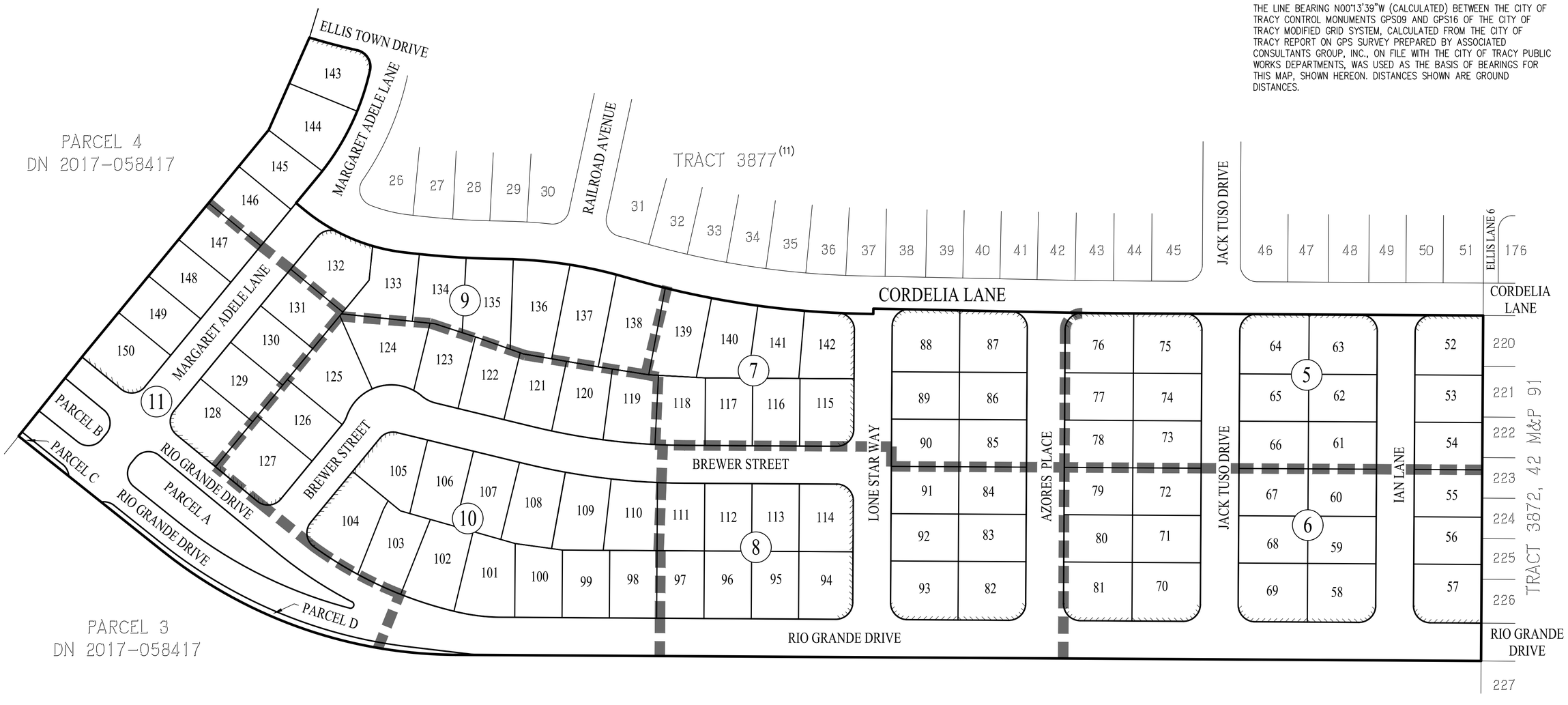
99 LOTS =	17.76 AC±
4 PARCELS =	0.65 AC±
STREET RIGHT OF WAY =	7.45 AC±
TOTAL =	25.86 AC±

LEGEND

- BOUNDARY LINE
- LOT LINE/RIGHT-OF-WAY LINE
- SHEET LIMIT LINE
- (6) SHEET NUMBER
- RESTRICTED ACCESS

BASIS OF BEARINGS:

THE LINE BEARING N00°13'39"W (CALCULATED) BETWEEN THE CITY OF TRACY CONTROL MONUMENTS GPS09 AND GPS16 OF THE CITY OF TRACY MODIFIED GRID SYSTEM, CALCULATED FROM THE CITY OF TRACY REPORT ON GPS SURVEY PREPARED BY ASSOCIATED CONSULTANTS GROUP, INC., ON FILE WITH THE CITY OF TRACY PUBLIC WORKS DEPARTMENTS, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP, SHOWN HEREON. DISTANCES SHOWN ARE GROUND DISTANCES.



BASIS OF BEARINGS:

THE LINE BEARING N00°13'39"W (CALCULATED) BETWEEN THE CITY OF TRACY CONTROL MONUMENTS GPS09 AND GPS16 OF THE CITY OF TRACY MODIFIED GRID SYSTEM, CALCULATED FROM THE CITY OF TRACY REPORT ON GPS SURVEY PREPARED BY ASSOCIATED CONSULTANTS GROUP, INC., ON FILE WITH THE CITY OF TRACY PUBLIC WORKS DEPARTMENTS, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP, SHOWN HEREON. DISTANCES SHOWN ARE GROUND DISTANCES.

NOTES

1. ALL DISTANCES SHOWN ARE MEASURED UNLESS OTHERWISE NOTED
2. SEE SHEET 2 FOR ADDITIONAL NOTES.
3. ALL FRONT LINE CORNERS ARE TO BE REFERENCED WITH A NAIL AND TAG SET IN THE SIDEWALK, 1' FROM LOT CORNER ON SIDE LOT LINE PROJECTION. REAR CORNERS ARE TO BE REFERENCED WITH A REBAR AND CAP OR NAIL AND TAG.

LEGEND

	BOUNDARY LINE
	LOT LINE/RIGHT-OF-WAY LINE
	EASEMENT LINE
	MONUMENT LINE
	CITY LIMIT LINE
	TIE LINE
	RESTRICTED ACCESS
(#)	REFERENCE NUMBER
(123.45')	RECORD DATA AS NOTED
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE

◉	FOUND STANDARD STREET MONUMENT
●	FOUND MONUMENT AS NOTED
◎	SET STANDARD STREET MONUMENT, LS 7960
○	SET REBAR AND CAP, LS 7960
⊙	FOUND STANDARD STREET MONUMENT, LS 8164, PER TRACT 3872 (42 M&P 91)
●	FOUND REBAR AND CAP, LS 8164, PER TRACT 3872 (42 M&P 91)
⊗	STANDARD STREET MONUMENT, LS 7960 TO BE SET PER (11)
DN	DOCUMENT NUMBER
PUE	PUBLIC UTILITY EASEMENT
AC	ACRES
SF	SQUARE FEET
WLE	WATER LINE EASEMENT

TRACT NO. 3906

SUBDIVISIONS OF SAN JOAQUIN COUNTY, CALIFORNIA

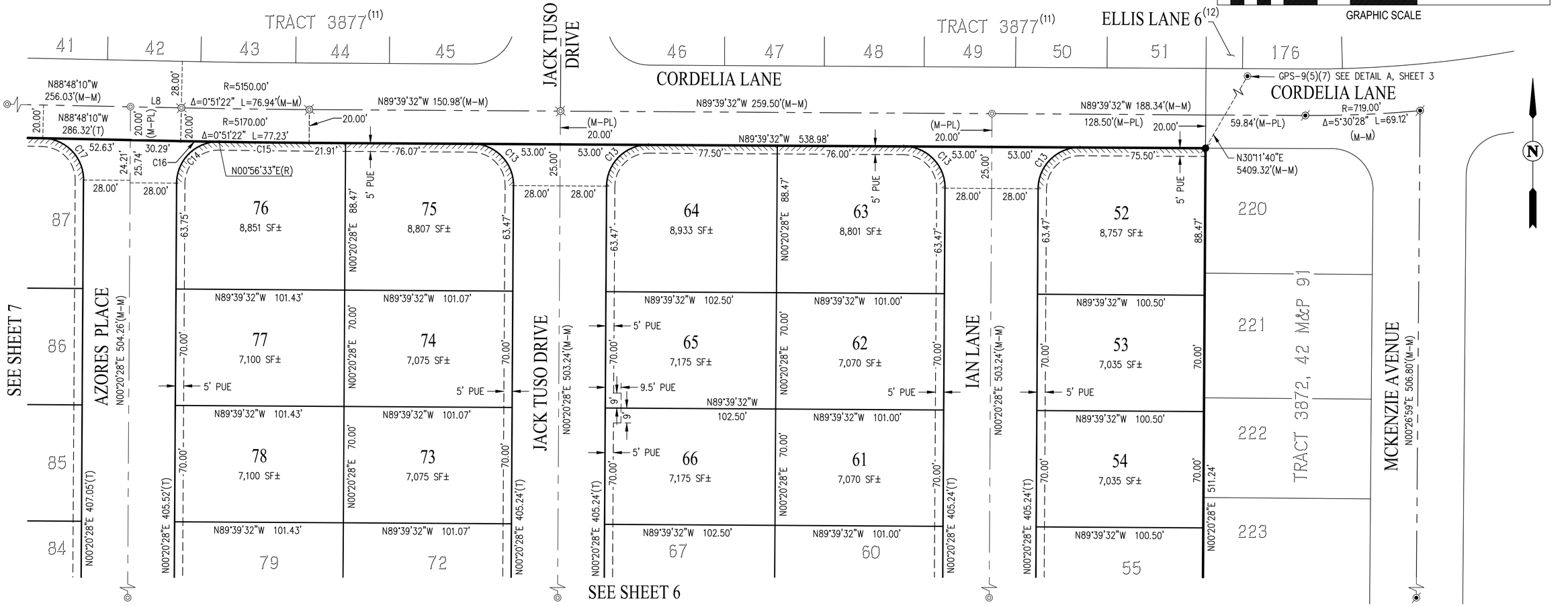
ELLIS GARDENS - PHASE 2

BEING A SUBDIVISION OF PARCEL 2 AS DESCRIBED IN THAT CERTAIN DEED RECORDED MAY 24, 2017, AS DOCUMENT NO. 2017-058417, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, LYING WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 40' FEBRUARY 2019

40' 0' 20' 40' 80' 160'
GRAPHIC SCALE



REFERENCES:

SEE SHEET 3 FOR REFERENCES

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C13	25.00'	90°00'00"	39.27'
C14	25.00'	90°36'05"	39.53'
C15	5170.00'	0°36'05"	54.25'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C16	5170.00'	0°15'17"	22.98'
C17	25.00'	89°08'38"	38.90'

LINE TABLE			
NO	BEARING	LENGTH	
L8	N88°48'10"W	30.59'	(M-M)

BASIS OF BEARINGS:

THE LINE BEARING N00°13'39"W (CALCULATED) BETWEEN THE CITY OF TRACY CONTROL MONUMENTS GPS09 AND GPS16 OF THE CITY OF TRACY MODIFIED GRID SYSTEM, CALCULATED FROM THE CITY OF TRACY REPORT ON GPS SURVEY PREPARED BY ASSOCIATED CONSULTANTS GROUP, INC., ON FILE WITH THE CITY OF TRACY PUBLIC WORKS DEPARTMENTS, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP, SHOWN HEREON. DISTANCES SHOWN ARE GROUND DISTANCES.

NOTES

1. ALL DISTANCES SHOWN ARE MEASURED UNLESS OTHERWISE NOTED
2. SEE SHEET 2 FOR ADDITIONAL NOTES.
3. ALL FRONT LINE CORNERS ARE TO BE REFERENCED WITH A NAIL AND TAG SET IN THE SIDEWALK, 1' FROM LOT CORNER ON SIDE LOT LINE PROJECTION. REAR CORNERS ARE TO BE REFERENCED WITH A REBAR AND CAP OR NAIL AND TAG.

LEGEND

———	BOUNDARY LINE
———	LOT LINE/RIGHT-OF-WAY LINE
– – – –	EASEMENT LINE
——— – – ———	MONUMENT LINE
——— – – ———	CITY LIMIT LINE
- - - - - -	TIE LINE
//////////	RESTRICTED ACCESS
(#)	REFERENCE NUMBER
(123.45')	RECORD DATA AS NOTED
(T)	TOTAL
(R)	RADIAL
(M–M)	MONUMENT TO MONUMENT
(M–PL)	MONUMENT TO PROPERTY LINE
◉	FOUND STANDARD STREET MONUMENT
●	FOUND MONUMENT AS NOTED
◎	SET STANDARD STREET MONUMENT, LS 7960
○	SET REBAR AND CAP, LS 7960
⊙	FOUND STANDARD STREET MONUMENT, LS 8164, PER TRACT 3872 (42 M&P 91)
●	FOUND REBAR AND CAP, LS 8164, PER TRACT 3872 (42 M&P 91)
⊗	STANDARD STREET MONUMENT, LS 7960 TO BE SET PER (11)
DN	DOCUMENT NUMBER
PUE	PUBLIC UTILITY EASEMENT
AC	ACRES
SF	SQUARE FEET
WLE	WATER LINE EASEMENT

TRACT NO. 3906

SUBDIVISIONS OF SAN JOAQUIN COUNTY, CALIFORNIA

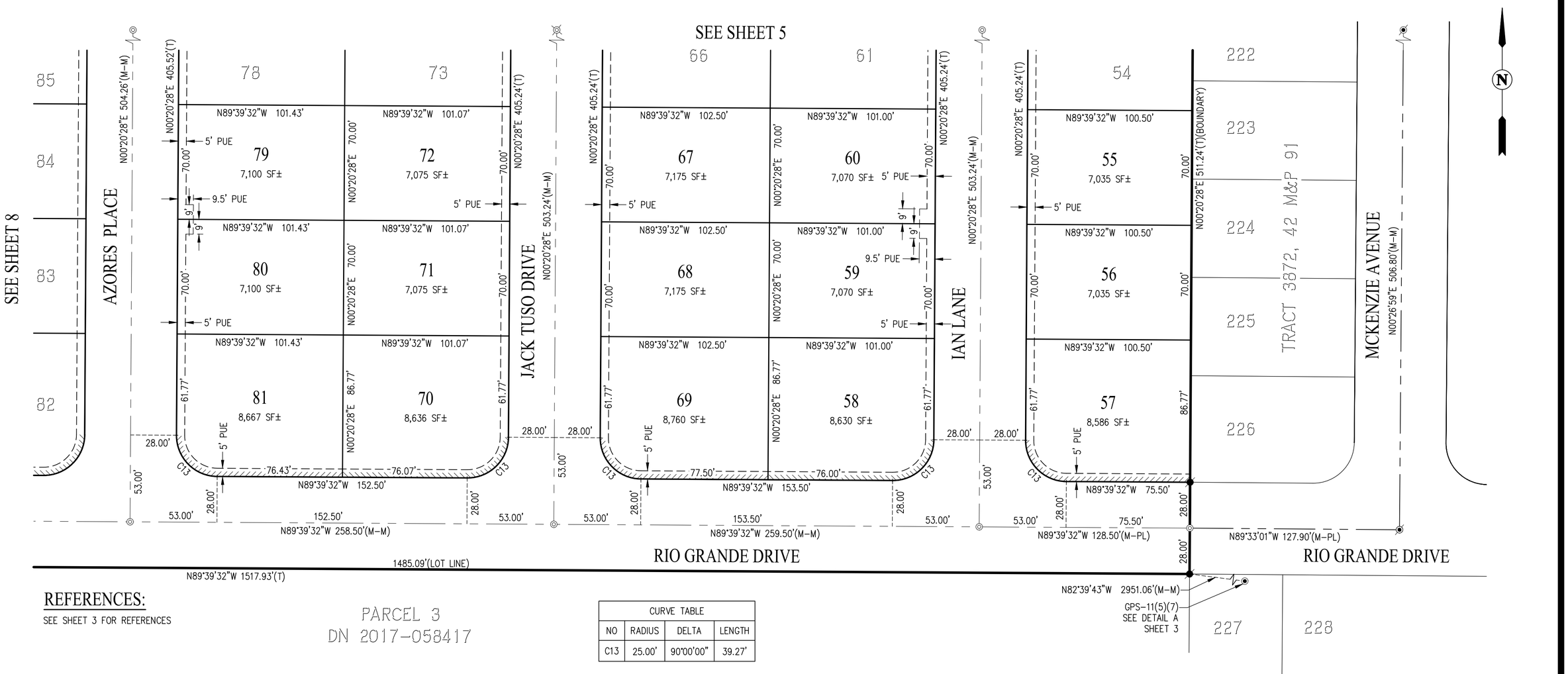
ELLIS GARDENS - PHASE 2

BEING A SUBDIVISION OF PARCEL 2 AS DESCRIBED IN THAT CERTAIN DEED RECORDED MAY 24, 2017, AS DOCUMENT NO. 2017-058417, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, LYING WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 40' FEBRUARY 2019

40' 0' 20' 40' 80' 160'
GRAPHIC SCALE



REFERENCES:

SEE SHEET 3 FOR REFERENCES

PARCEL 3
DN 2017-058417

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C13	25.00'	90°00'00"	39.27'

TRACT NO. 3906

SUBDIVISIONS OF SAN JOAQUIN COUNTY, CALIFORNIA

ELLIS GARDENS - PHASE 2

BEING A SUBDIVISION OF PARCEL 2 AS DESCRIBED IN THAT CERTAIN DEED RECORDED MAY 24, 2017, AS DOCUMENT NO. 2017-058417, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, LYING WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 40' FEBRUARY 2019

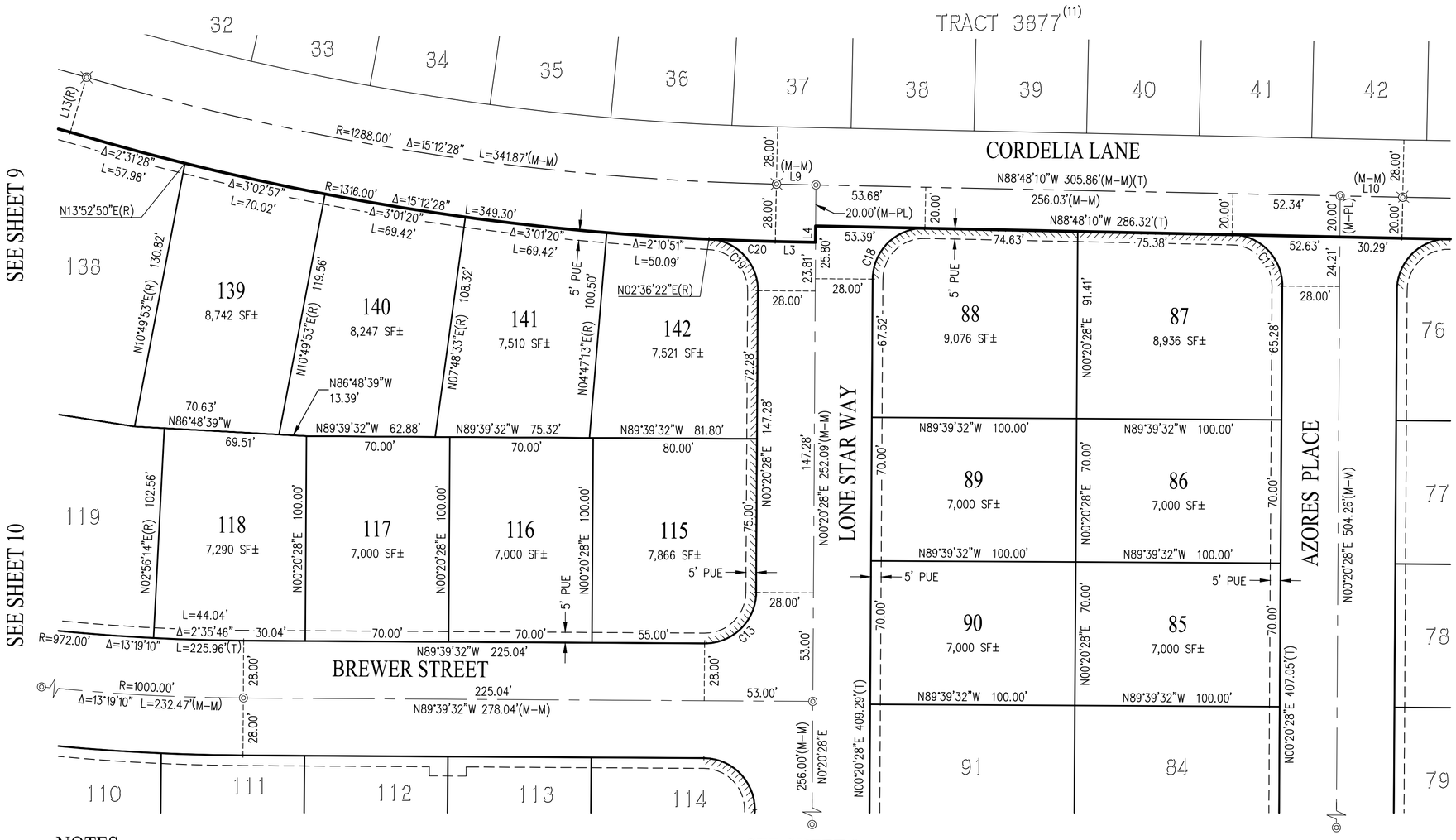
40' 0' 20' 40' 80' 160'
GRAPHIC SCALE

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C13	25.00'	90°00'00"	39.27'
C17	25.00'	89°08'38"	38.90'
C18	25.00'	90°51'22"	39.64'
C19	25.00'	87°44'06"	38.28'
C20	1316.00'	1°24'32"	32.37'

LINE TABLE			
NO	BEARING	LENGTH	
L3	N88°48'10"W	19.66'	
L4	N00°20'28"E	8.00'	
L9	N88°48'10"W	19.24'	(M–M)
L10	N88°48'10"W	30.59'	(M–M)
L13	N16°24'18"E	28.00'	(R)

REFERENCES:

SEE SHEET 3 FOR REFERENCES



BASIS OF BEARINGS:

THE LINE BEARING N00°13'39"W (CALCULATED) BETWEEN THE CITY OF TRACY CONTROL MONUMENTS GPS09 AND GPS16 OF THE CITY OF TRACY MODIFIED GRID SYSTEM, CALCULATED FROM THE CITY OF TRACY REPORT ON GPS SURVEY PREPARED BY ASSOCIATED CONSULTANTS GROUP, INC., ON FILE WITH THE CITY OF TRACY PUBLIC WORKS DEPARTMENTS, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP, SHOWN HEREON. DISTANCES SHOWN ARE GROUND DISTANCES.

LEGEND

———	BOUNDARY LINE
———	LOT LINE/RIGHT–OF–WAY LINE
– – – – –	EASEMENT LINE
——— – – ———	MONUMENT LINE
——— – – ———	CITY LIMIT LINE
- - - - - -	TIE LINE
//////////	RESTRICTED ACCESS
(#)	REFERENCE NUMBER
(123.45')	RECORD DATA AS NOTED
(T)	TOTAL
(R)	RADIAL
(M–M)	MONUMENT TO MONUMENT
(M–PL)	MONUMENT TO PROPERTY LINE
◉	FOUND STANDARD STREET MONUMENT
●	FOUND MONUMENT AS NOTED
◎	SET STANDARD STREET MONUMENT, LS 7960
○	SET REBAR AND CAP, LS 7960
⊙	FOUND STANDARD STREET MONUMENT, LS 8164, PER TRACT 3872 (42 M&P 91)
⊙	FOUND REBAR AND CAP, LS 8164, PER TRACT 3872 (42 M&P 91)
⊗	STANDARD STREET MONUMENT, LS 7960 TO BE SET PER (11)
DN	DOCUMENT NUMBER
PUE	PUBLIC UTILITY EASEMENT
AC	ACRES
SF	SQUARE FEET
WLE	WATER LINE EASEMENT

NOTES

1. ALL DISTANCES SHOWN ARE MEASURED UNLESS OTHERWISE NOTED
2. SEE SHEET 2 FOR ADDITIONAL NOTES.
3. ALL FRONT LINE CORNERS ARE TO BE REFERENCED WITH A NAIL AND TAG SET IN THE SIDEWALK, 1' FROM LOT CORNER ON SIDE LOT LINE PROJECTION. REAR CORNERS ARE TO BE REFERENCED WITH A REBAR AND CAP OR NAIL AND TAG.

NOTES

1. ALL DISTANCES SHOWN ARE MEASURED UNLESS OTHERWISE NOTED
2. SEE SHEET 2 FOR ADDITIONAL NOTES.
3. ALL FRONT LINE CORNERS ARE TO BE REFERENCED WITH A NAIL AND TAG SET IN THE SIDEWALK, 1' FROM LOT CORNER ON SIDE LOT LINE PROJECTION. REAR CORNERS ARE TO BE REFERENCED WITH A REBAR AND CAP OR NAIL AND TAG.

REFERENCES:

SEE SHEET 3 FOR REFERENCES

TRACT NO. 3906

SUBDIVISIONS OF SAN JOAQUIN COUNTY, CALIFORNIA

ELLIS GARDENS - PHASE 2

BEING A SUBDIVISION OF PARCEL 2 AS DESCRIBED IN THAT CERTAIN DEED RECORDED MAY 24, 2017, AS DOCUMENT NO. 2017-058417, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, LYING WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

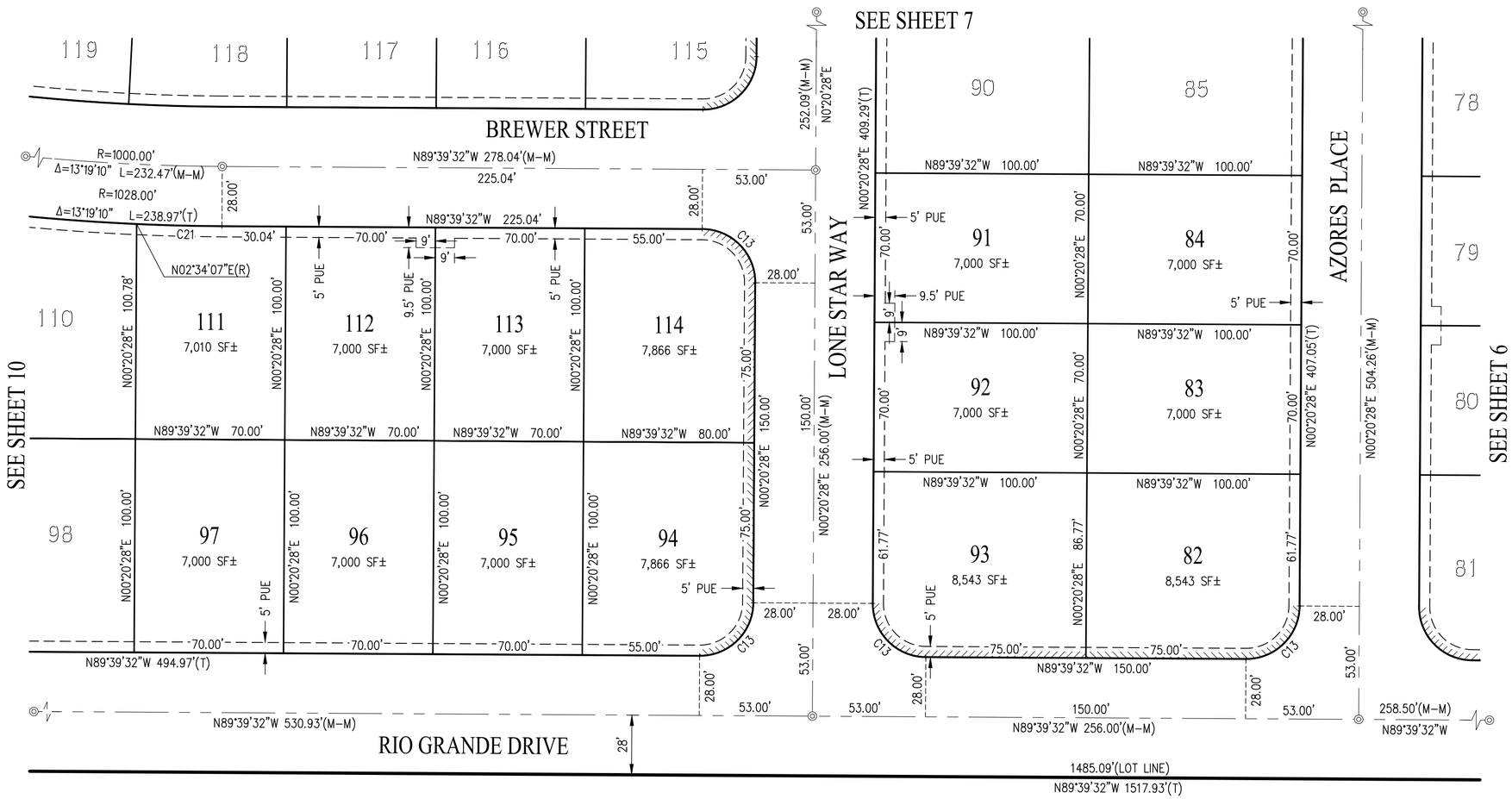
Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 40' FEBRUARY 2019

40' 0' 20' 40' 80' 160'
GRAPHIC SCALE

BASIS OF BEARINGS:

THE LINE BEARING N00°13'39"W (CALCULATED) BETWEEN THE CITY OF TRACY CONTROL MONUMENTS GPS09 AND GPS16 OF THE CITY OF TRACY MODIFIED GRID SYSTEM, CALCULATED FROM THE CITY OF TRACY REPORT ON GPS SURVEY PREPARED BY ASSOCIATED CONSULTANTS GROUP, INC., ON FILE WITH THE CITY OF TRACY PUBLIC WORKS DEPARTMENTS, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP, SHOWN HEREON. DISTANCES SHOWN ARE GROUND DISTANCES.



CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C13	25.00'	90°00'00"	39.27'
C21	1028.00'	2°13'39"	39.97'

PARCEL 3
DN 2017-058417

LEGEND

	BOUNDARY LINE
	LOT LINE/RIGHT-OF-WAY LINE
	EASEMENT LINE
	MONUMENT LINE
	CITY LIMIT LINE
	TIE LINE
	RESTRICTED ACCESS
(#)	REFERENCE NUMBER
(123.45')	RECORD DATA AS NOTED
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
◉	FOUND STANDARD STREET MONUMENT
●	FOUND MONUMENT AS NOTED
◎	SET STANDARD STREET MONUMENT, LS 7960
○	SET REBAR AND CAP, LS 7960
⊙	FOUND STANDARD STREET MONUMENT, LS 8164, PER TRACT 3872 (42 M&P 91)
⊙	FOUND REBAR AND CAP, LS 8164, PER TRACT 3872 (42 M&P 91)
⊗	STANDARD STREET MONUMENT, LS 7960 TO BE SET PER (11)
DN	DOCUMENT NUMBER
PUE	PUBLIC UTILITY EASEMENT
AC	ACRES
SF	SQUARE FEET
WLE	WATER LINE EASEMENT

TRACT NO. 3906

SUBDIVISIONS OF SAN JOAQUIN COUNTY, CALIFORNIA

ELLIS GARDENS - PHASE 2

BEING A SUBDIVISION OF PARCEL 2 AS DESCRIBED IN THAT CERTAIN DEED RECORDED MAY 24, 2017, AS DOCUMENT NO. 2017-058417, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, LYING WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 40' FEBRUARY 2019

40' 0' 20' 40' 80' 160'
GRAPHIC SCALE

REFERENCES:

SEE SHEET 3 FOR REFERENCES

LINE TABLE			
NO	BEARING	LENGTH	
L1	N39°27'05"E	52.56'	
L5	N39°27'05"E	24.30'	(M–M)
L6	N50°32'55"W	16.37'	
L11	N07°06'38"E	28.00'	(R)
L12	N00°39'32"E	28.00'	(R)
L13	N16°24'18"E	28.00'	(R)

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C2	25.00'	89°40'06"	39.13'
C22	372.00'	1°18'40"	8.51'
C23	283.00'	2°21'21"	11.64'
C24	283.00'	9°45'27"	48.19'
C25	25.00'	77°53'12"	33.98'
C26	684.00'	1°22'00"	16.31'
C27	684.00'	1°26'40"	17.24'

BASIS OF BEARINGS:

THE LINE BEARING N00°13'39"W (CALCULATED) BETWEEN THE CITY OF TRACY CONTROL MONUMENTS GPS09 AND GPS16 OF THE CITY OF TRACY MODIFIED GRID SYSTEM, CALCULATED FROM THE CITY OF TRACY REPORT ON GPS SURVEY PREPARED BY ASSOCIATED CONSULTANTS GROUP, INC., ON FILE WITH THE CITY OF TRACY PUBLIC WORKS DEPARTMENTS, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP, SHOWN HEREON. DISTANCES SHOWN ARE GROUND DISTANCES.

LEGEND

———	BOUNDARY LINE
———	LOT LINE/RIGHT-OF-WAY LINE
– – – – –	EASEMENT LINE
——— – – ———	MONUMENT LINE
——— – – ———	CITY LIMIT LINE
——— ———	TIE LINE
//////////	RESTRICTED ACCESS
(#)	REFERENCE NUMBER
(123.45')	RECORD DATA AS NOTED
(T)	TOTAL
(R)	RADIAL
(M–M)	MONUMENT TO MONUMENT
(M–PL)	MONUMENT TO PROPERTY LINE
◉	FOUND STANDARD STREET MONUMENT
●	FOUND MONUMENT AS NOTED
◎	SET STANDARD STREET MONUMENT, LS 7960
○	SET REBAR AND CAP, LS 7960
⊗	FOUND STANDARD STREET MONUMENT, LS 8164, PER TRACT 3872 (42 M&P 91)
⊗	FOUND REBAR AND CAP, LS 8164, PER TRACT 3872 (42 M&P 91)
⊗	STANDARD STREET MONUMENT, LS 7960 TO BE SET PER (11)
DN	DOCUMENT NUMBER
PUE	PUBLIC UTILITY EASEMENT
AC	ACRES
SF	SQUARE FEET
WLE	WATER LINE EASEMENT

NOTES

1. ALL DISTANCES SHOWN ARE MEASURED UNLESS OTHERWISE NOTED
2. SEE SHEET 2 FOR ADDITIONAL NOTES.
3. ALL FRONT LINE CORNERS ARE TO BE REFERENCED WITH A NAIL AND TAG SET IN THE SIDEWALK, 1' FROM LOT CORNER ON SIDE LOT LINE PROJECTION. REAR CORNERS ARE TO BE REFERENCED WITH A REBAR AND CAP OR NAIL AND TAG.

TRACT NO. 3906

SUBDIVISIONS OF SAN JOAQUIN COUNTY, CALIFORNIA

ELLIS GARDENS - PHASE 2

BEING A SUBDIVISION OF PARCEL 2 AS DESCRIBED IN THAT CERTAIN DEED RECORDED MAY 24, 2017, AS DOCUMENT NO. 2017-058417, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, LYING WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 40' FEBRUARY 2019

40' 0' 20' 40' 80' 160'
GRAPHIC SCALE

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C13	25.00'	90°00'00"	39.27'
C28	25.00'	93°34'34"	40.83'
C29	610.00'	3°34'34"	38.07'
C30	5.00'	167°20'19"	14.60'
C31	290.00'	12°25'20"	62.88'
C32	25.00'	64°12'33"	28.02'
C33	50.00'	2°24'45"	2.11'
C34	50.00'	19°15'47"	16.81'
C35	50.00'	16°51'02"	14.70'
C36	70.00'	11°52'05"	14.50'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C37	50.00'	26°28'47"	23.11'
C38	972.00'	1°37'31"	27.57'

LINE TABLE		
NO	BEARING	LENGTH
L14	N80°47'41"W	47.28'
L15	N50°32'55"W	17.82' (M–M)
L16	N74°06'42"W	14.40'

NOTES

1. ALL DISTANCES SHOWN ARE MEASURED UNLESS OTHERWISE NOTED
2. SEE SHEET 2 FOR ADDITIONAL NOTES.
3. ALL FRONT LINE CORNERS ARE TO BE REFERENCED WITH A NAIL AND TAG SET IN THE SIDEWALK, 1' FROM LOT CORNER ON SIDE LOT LINE PROJECTION. REAR CORNERS ARE TO BE REFERENCED WITH A REBAR AND CAP OR NAIL AND TAG.

REFERENCES:

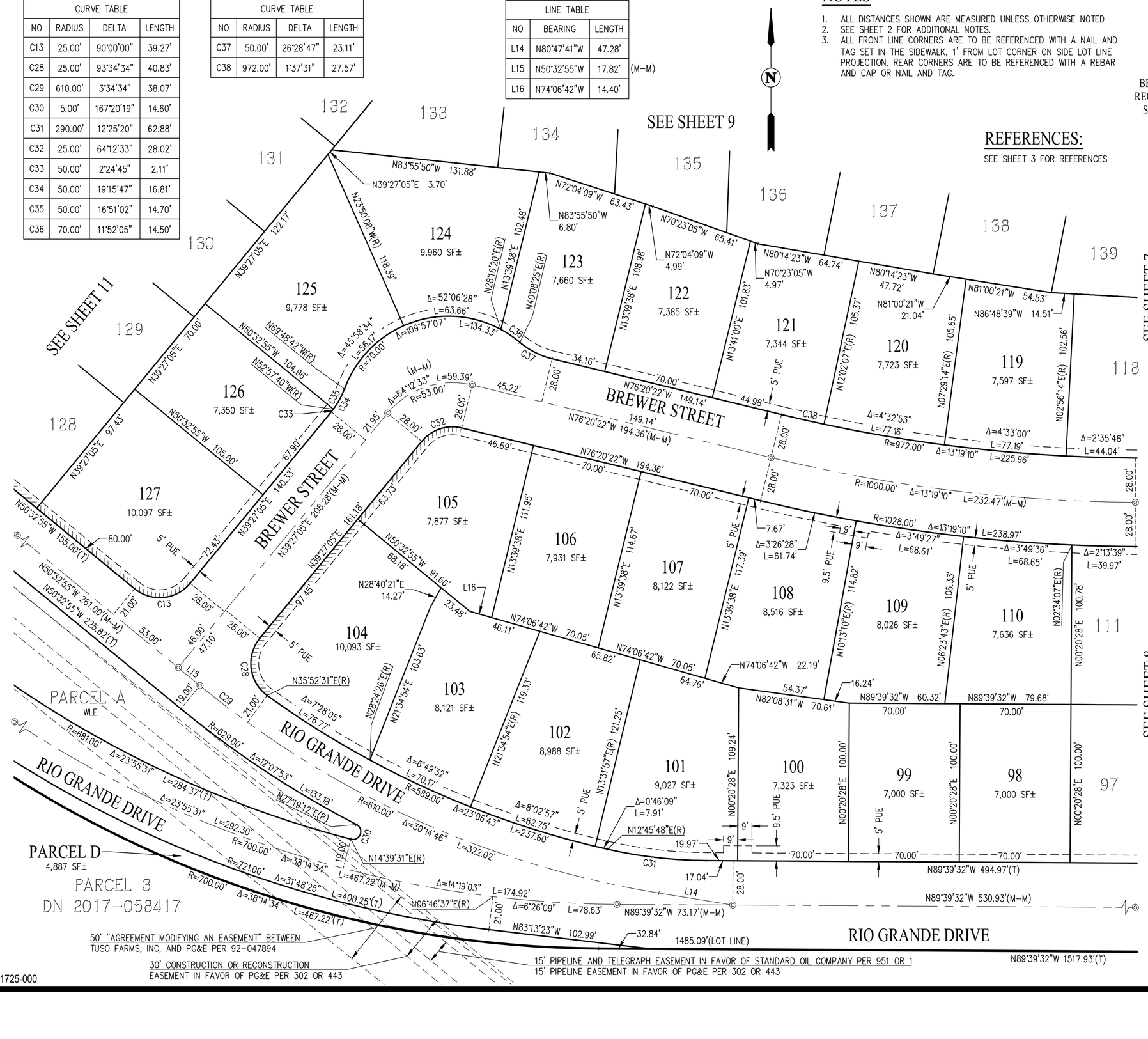
SEE SHEET 3 FOR REFERENCES

BASIS OF BEARINGS:

THE LINE BEARING N00°13'39"W (CALCULATED) BETWEEN THE CITY OF TRACY CONTROL MONUMENTS GPS09 AND GPS16 OF THE CITY OF TRACY MODIFIED GRID SYSTEM, CALCULATED FROM THE CITY OF TRACY REPORT ON GPS SURVEY PREPARED BY ASSOCIATED CONSULTANTS GROUP, INC., ON FILE WITH THE CITY OF TRACY PUBLIC WORKS DEPARTMENTS, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP, SHOWN HEREON. DISTANCES SHOWN ARE GROUND DISTANCES.

LEGEND

- BOUNDARY LINE
- LOT LINE/RIGHT-OF-WAY LINE
- EASEMENT LINE
- MONUMENT LINE
- CITY LIMIT LINE
- TIE LINE
- RESTRICTED ACCESS
- (#) REFERENCE NUMBER
- (123.45') RECORD DATA AS NOTED
- (T) TOTAL
- (R) RADIAL
- (M–M) MONUMENT TO MONUMENT
- (M–PL) MONUMENT TO PROPERTY LINE
- FOUND STANDARD STREET MONUMENT
- FOUND MONUMENT AS NOTED
- SET STANDARD STREET MONUMENT, LS 7960
- SET REBAR AND CAP, LS 7960
- FOUND STANDARD STREET MONUMENT, LS 8164, PER TRACT 3872 (42 M&P 91)
- FOUND REBAR AND CAP, LS 8164, PER TRACT 3872 (42 M&P 91)
- STANDARD STREET MONUMENT, LS 7960 TO BE SET PER (11)
- DN DOCUMENT NUMBER
- PUE PUBLIC UTILITY EASEMENT
- AC ACRES
- SF SQUARE FEET
- WLE WATER LINE EASEMENT



TRACT NO. 3906

SUBDIVISIONS OF SAN JOAQUIN COUNTY, CALIFORNIA

ELLIS GARDENS - PHASE 2

BEING A SUBDIVISION OF PARCEL 2 AS DESCRIBED IN THAT CERTAIN DEED RECORDED MAY 24, 2017, AS DOCUMENT NO. 2017-058417, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, LYING WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 40' FEBRUARY 2019

40' 0' 20' 40' 80' 160'
GRAPHIC SCALE

REFERENCES:

SEE SHEET 3 FOR REFERENCES

NOTES

1. ALL DISTANCES SHOWN ARE MEASURED UNLESS OTHERWISE NOTED
2. SEE SHEET 2 FOR ADDITIONAL NOTES.
3. ALL FRONT LINE CORNERS ARE TO BE REFERENCED WITH A NAIL AND TAG SET IN THE SIDEWALK, 1' FROM LOT CORNER ON SIDE LOT LINE PROJECTION. REAR CORNERS ARE TO BE REFERENCED WITH A REBAR AND CAP OR NAIL AND TAG.

LINE TABLE			
NO	BEARING	LENGTH	
L15	N50°32'55"W	17.82'	(M–M)
L17	N39°27'05"E	9.37'	
L18	N39°27'05"E	10.97'	

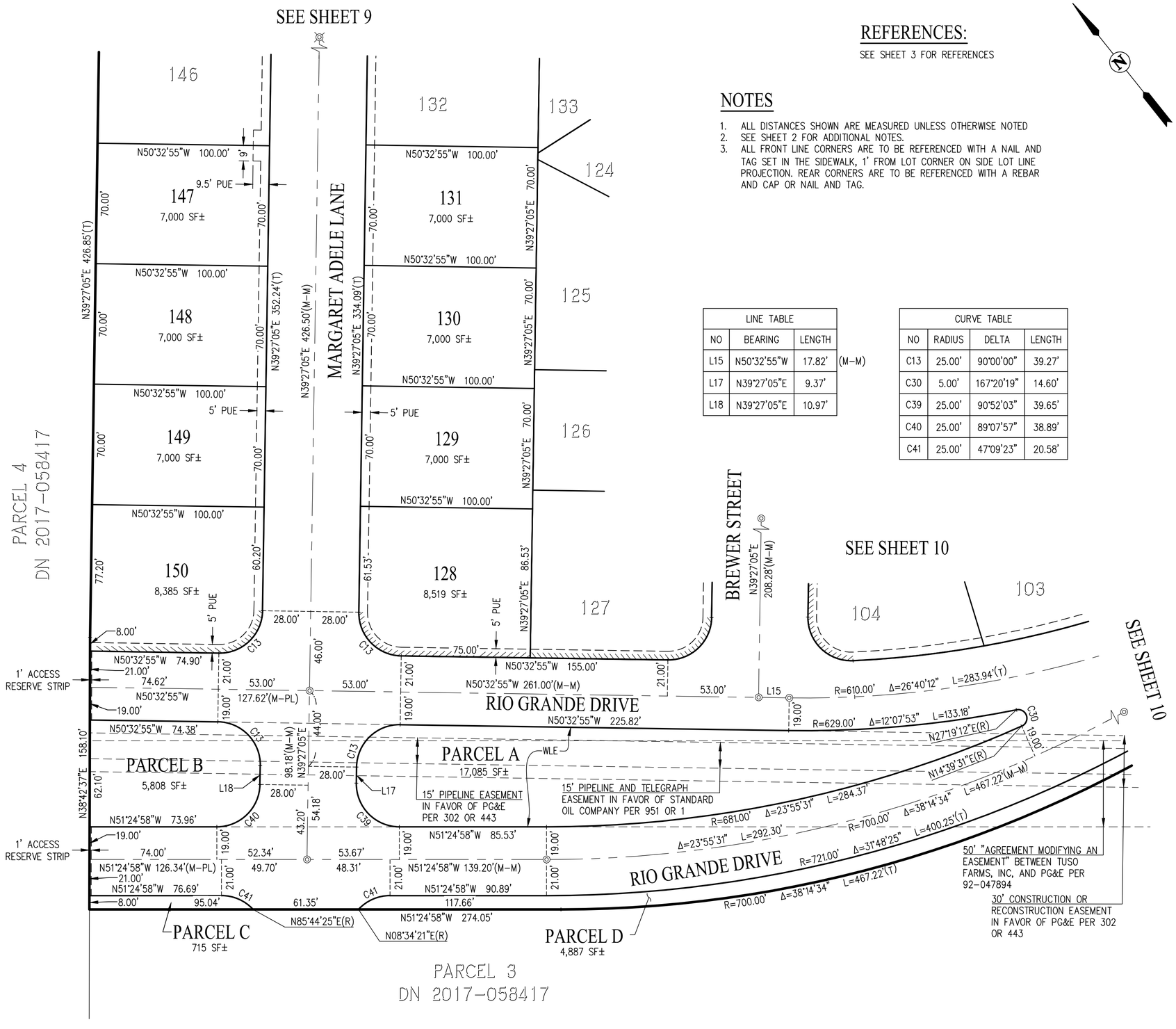
CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C13	25.00'	90°00'00"	39.27'
C30	5.00'	167°20'19"	14.60'
C39	25.00'	90°52'03"	39.65'
C40	25.00'	89°07'57"	38.89'
C41	25.00'	47°09'23"	20.58'

BASIS OF BEARINGS:

THE LINE BEARING N00°13'39"W (CALCULATED) BETWEEN THE CITY OF TRACY CONTROL MONUMENTS GPS09 AND GPS16 OF THE CITY OF TRACY MODIFIED GRID SYSTEM, CALCULATED FROM THE CITY OF TRACY REPORT ON GPS SURVEY PREPARED BY ASSOCIATED CONSULTANTS GROUP, INC., ON FILE WITH THE CITY OF TRACY PUBLIC WORKS DEPARTMENTS, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP, SHOWN HEREON. DISTANCES SHOWN ARE GROUND DISTANCES.

LEGEND

———	BOUNDARY LINE
———	LOT LINE/RIGHT–OF–WAY LINE
– – – –	EASEMENT LINE
——— – – ———	MONUMENT LINE
——— – – ———	CITY LIMIT LINE
– – – –	TIE LINE
//////////	RESTRICTED ACCESS
(#)	REFERENCE NUMBER
(123.45')	RECORD DATA AS NOTED
(T)	TOTAL
(R)	RADIAL
(M–M)	MONUMENT TO MONUMENT
(M–PL)	MONUMENT TO PROPERTY LINE
◉	FOUND STANDARD STREET MONUMENT
●	FOUND MONUMENT AS NOTED
◎	SET STANDARD STREET MONUMENT, LS 7960
○	SET REBAR AND CAP, LS 7960
⊗	FOUND STANDARD STREET MONUMENT, LS 8164, PER TRACT 3872 (42 M&P 91)
⊙	FOUND REBAR AND CAP, LS 8164, PER TRACT 3872 (42 M&P 91)
⊠	STANDARD STREET MONUMENT, LS 7960 TO BE SET PER (11)
DN	DOCUMENT NUMBER
PUE	PUBLIC UTILITY EASEMENT
AC	ACRES
SF	SQUARE FEET
WLE	WATER LINE EASEMENT



Recorded at the request of
and after recording, return to:
City Clerk, City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
(No recording fee, under Government Code §27383)

City of Tracy
SUBDIVISION IMPROVEMENT AGREEMENT
Ellis Gardens Tract 3906

This Subdivision Improvement Agreement (Agreement or SIA) is entered into between the City of Tracy, a municipal corporation (City), and Woodside 05N, LP, a California Limited Partnership (Subdivider).

Recitals

A. The Subdivider is currently the owner of the real property located at the western terminus of Cordelia Lane and Rio Grande Drive (hereinafter "Property"), and more particularly described in Exhibit "A", attached and incorporated herein by its reference.

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 (Final Map) for the Project known as Ellis Gardens Phase 2, Tract 3906 (the "Project"). The Final Map was approved by the City Council on _____, 2019, by Resolution No. _____, is on file with the City Clerk, and is incorporated here by reference.

C. The Project is geographically located within the boundaries of the Tentative Map known as Tract 3906 (Tentative Map). The Tentative Map was prepared by The Surland Companies (the "Project Proponent") and approved by the Planning Commission on May 11, 2017, by Resolution No. 2017-015, is on file with the City Clerk, and is incorporated here by reference.

D. The Tentative Map approval was subject to certain conditions of approval (Conditions). The Conditions are attached here as Exhibit "B" and incorporated by reference.

E. Among other things, the Conditions describe improvements that are required for approval of the Final Map under 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 approved by the City Engineer. They describe in more detail the improvements that are required for approval of the Final Map. The Plans and Specifications, as approved by the City Engineer, are on file with the City Engineer, and are incorporated here by reference. The term "Plans and Specifications" includes: Ellis Gardens Phases 1-3 Improvement Plans, Tracts 3877, 3906, & 3907 prepared by CBG.

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

Now therefore, the parties agree as follows:

1. **Scope of Work; Location.** The Subdivider shall perform, or cause to be performed, the Work described in the Plans and Specifications and the Conditions (Work), to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at 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 authorized by Tracy Municipal Code section 12.36.060(f).

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

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

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

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

   2.3 Completion of Work. The Subdivider shall complete all Work by no later than 365 days after the City's execution of this Agreement.

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

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

3.1 Faithful Performance security in the amount of **$3,887,000** to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as complete) under Government Code sections 66499.1, 66499.4, and 66499.9.

3.2 Labor and Material security in the amount of **$3,887,000** to secure payment by the Subdivider to **laborers** and materialmen under Government Code sections 66499.2, 66499.3, and 66499.4.

3.3 Warranty security in the amount of **$389,000** to secure faithful performance of this Agreement **for** one year from the date on which the City Council accepts the Work as complete, under Government Code sections 66499.1, 66499.4, and 66499.9.

3.4 Monumentation security in the amount of **$26,000** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

4. Indemnification. Subdivider shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Subdivider's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "Subdivider" means the Subdivider, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses in connection therein); and "Arising out of" includes "pertaining to" and "relating to".

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

5. Insurance. Concurrently with the execution of this Agreement by the Subdivider, and before beginning any Work, the Subdivider shall furnish evidence to the City that all of the following insurance **requirements** have been satisfied.

5.1 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 here.

5.2 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 general aggregate and $2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage. The Subdivider shall also provide proof of "products/completed operations" coverage by renewing its General Commercial Liability coverage for at least three years after completion of the project.

5.3 Automobile Liability (with coverage at least as broad as ISO form CA 00 01, for "any auto") coverage shall be maintained in an amount not less than $2,000,000 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. Subdivider shall obtain endorsements to the commercial general liability with the following provisions:

5.5.1 The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured.

5.5.2 For any claims related to this Agreement, 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.

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

5.7 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, with an AM Best rating of at least A-:VII.

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

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

5.10 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.

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

7. Default.

7.1 Notice. If Subdivider is in default of this Agreement, as defined in Section 10.2, the City Engineer shall provide written notice to the Subdivider and the Subdivider's surety (if any) describing the default.

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

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

7.2.2 The Subdivider abandons the Project site.

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

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

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

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

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

7.3.2 Demand the Subdivider complete performance of the Work.

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

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

9. Inspection by the City; Fees. 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 where portions of the Work are in preparation.

Concurrently with the execution of this Agreement by the Subdivider, and prior to the commencement of any Work, the Subdivider shall pay the City an Inspection deposit toward costs in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer). In the event that the City'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 15%) is less than the amount of Inspection costs paid , the City shall reimburse the cost difference between the Inspection costs previously paid and the actual costs of inspecting the Work, if it is more than the amount of the Inspections costs paid the Subdivider shall pay the difference between the Inspection costs previously paid and the actual costs of inspecting the Work.

10. Subdivider's Authorized Representative. At all times during the progress of the Work, Subdivider shall have a competent foreperson or superintendent (Superintendent) on site

with authority to act on behalf of the Subdivider. The Subdivider shall, at all times, keep the City Engineer informed in writing of the names and telephone numbers of: (a) the Superintendent; and (b) all contractors and subcontractors performing the Work.

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

12. **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. If during the one year warranty period any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of the Subdivider, the Subdivider shall be in default.

13. **Miscellaneous.**

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

To City:

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

With a copy to:

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

To Subdivider:

Woodside 05N, LP
Attn: Jim Bayless
111 Woodmere Road, Suite 190
Folsom, CA 95630
Email: JimB@WoodsideHomes.com

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

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

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

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

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

13.6 Attorney's Fees. If legal action is begun to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

13.7 Permits, Licenses, and Compliance with Law. The Subdivider shall, at the Subdivider's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Before City signs the Agreement, the Subdivider shall obtain a City of Tracy Business License. The Subdivider shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

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

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

[remainder of this page intentionally left blank]

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

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

City of Tracy

_____

Robert Rickman, Mayor

Date: _____

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

Attest:

_____

By: Adrianne Richardson, City Clerk

Approved As To Form:

_____

By: Thomas T. Watson, City Attorney

Subdivider

WOODSIDE:

WOODSIDE 05N, LP, a California limited partnership

By: WDS GP, Inc.,
a California corporation
its General Partner

By: _____
Scott Hoisington
Vice President

Date: _____

Federal Employer Tax ID No. 26-3036658

Exhibit A: Legal Description
B: Conditions of Approval

EXHIBIT A
Page 1 of 2

OCTOBER 4, 2018
JOB NO.: 1725-000

PROPERTY DESCRIPTION
TRACT 3906
ELLIS GARDENS - PHASE 2
TRACY, CALIFORNIA

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

BEING A PORTION OF PARCEL ONE, AS SAID PARCEL ONE IS DESCRIBED IN THAT CERTAIN DEED RECORDED JANUARY 23, 2014, AS DOCUMENT NO. 2014-007309 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, AND BEING A PORTION OF PARCEL 2, AS SAID PARCEL 2 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP RECORDED DECEMBER 31, 1992, IN BOOK 18 OF PARCEL MAPS, AT PAGE 167, IN SAID OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERN CORNER OF SAID PARCEL ONE (2014-007309);

THENCE FROM SAID POINT OF COMMENCEMENT, ALONG THE EASTERN LINE OF SAID PARCEL ONE (2014-007309), NORTH 00°20'28" EAST (THE BEARING OF SAID EASTERN LINE BEING TAKEN AS NORTH 00°20'28" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 260.00 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID EASTERN LINE OF PARCEL ONE (2014-007309), NORTH 00°20'28" EAST 511.24 FEET;

THENCE, LEAVING SAID EASTERN LINE OF PARCEL ONE (2014-007309), NORTH 89°39'32" WEST 538.98 FEET;

THENCE, ALONG THE ARC OF A TANGENT 5,170.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00°51'22", AN ARC DISTANCE OF 77.23 FEET;

THENCE, NORTH 88°48'10" WEST 286.32 FEET;

THENCE, SOUTH 00°20'28" WEST 8.00 FEET;

THENCE, NORTH 88°48'10" WEST 19.66 FEET;

THENCE, ALONG THE ARC OF A TANGENT 1,316.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15°12'28", AN ARC DISTANCE OF 349.30 FEET;

THENCE, ALONG THE ARC OF A REVERSE 684.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 16°24'18" WEST, THROUGH A CENTRAL ANGLE OF 15°44'46", AN ARC DISTANCE OF 187.98 FEET;

PROPERTY DESCRIPTION
PAGE 2 OF 2

OCTOBER 4, 2018
JOB NO. 1725-000

THENCE, ALONG THE ARC OF A REVERSE 1,316.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 00°39'32" EAST, THROUGH A CENTRAL ANGLE OF 06°27'06", AN ARC DISTANCE OF 148.18 FEET;

THENCE, ALONG THE ARC OF A COMPOUND 283.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 07°06'38" EAST, THROUGH A CENTRAL ANGLE OF 32°20'27", AN ARC DISTANCE OF 159.74 FEET;

THENCE, NORTH 50°32'55" WEST 16.37 FEET;

THENCE, NORTH 39°27'05" EAST 52.56 FEET;

THENCE, ALONG THE ARC OF A TANGENT 372.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 26°55'31", AN ARC DISTANCE OF 174.82 FEET;

THENCE, ALONG THE ARC OF A COMPOUND 25.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 77°28'26" WEST, THROUGH A CENTRAL ANGLE OF 89°40'06", AN ARC DISTANCE OF 39.13 FEET;

THENCE, ALONG THE ARC OF A REVERSE 1,033.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 12°51'28" EAST, THROUGH A CENTRAL ANGLE OF 04°03'20", AN ARC DISTANCE OF 73.12 FEET;

THENCE, SOUTH 23°49'26" WEST 149.57 FEET;

THENCE, SOUTH 39°27'05" WEST 426.85 FEET;

THENCE, SOUTH 38°42'37" WEST 158.10 FEET;

THENCE, SOUTH 51°24'58" EAST 274.05 FEET;

THENCE, ALONG THE ARC OF A TANGENT 700.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 38°14'34", AN ARC DISTANCE OF 467.22 FEET;

THENCE, SOUTH 89°39'32" EAST 1,517.93 FEET TO SAID POINT OF BEGINNING.

SAID LAND BEING FURTHER KNOWN AS 'PARCEL 2', PURSUANT TO THAT CERTAIN 'CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT (LLA NO. MS 16-0007)', RECORDED MAY 24, 2017, IN OFFICIAL RECORDS OF SAN JOAQUIN COUNTY UNDER RECORDER'S SERIAL NUMBER 2017-058416.

END OF DESCRIPTION

EXHIBIT B
Page 1 of 25

City of Tracy
Conditions of Approval
Ellis Phase 2 (The Gardens)
Tentative Subdivision Map
Application Number TSM16-0003
May 10, 2017

These Conditions of Approval shall apply to the Tentative Subdivision Map for Ellis Phase 2 (The Gardens), Application Number TSM16-0003, consisting of approximately 171 acres in the Ellis Specific Plan Area, including approximately 356 residential lots and 9 other parcels, located between Corral Hollow Road and Lammers Road in the vicinity of Ellis Town Drive, Assessor's Parcel Numbers 240-140-16, 18, 22 and 23.

A. The following definitions shall apply to these Conditions of Approval:

1. "Applicant" means any person, or other legal entity, defined as a "Subdivider".

2. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed engineer designated by the City Manager, the Development Services Director, or the City Engineer, to perform the duties set forth herein.

3. "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.

4. "EFIP" means the finance and implementation plan (titled "Ellis Program Area Finance and Implementation Plan") approved by the City Council on August 20, 2013 by Resolution 2013-136, and any amendments.

5. "EDA" means the development agreement (titled "Amended and Restated Development Agreement by and between the City of Tracy and Surland Communities, LLC") approved by the City Council on March 19, 2013 by the adoption of Ordinance 1182, and any amendments.

6. "ESP" means the specific plan (titled "Modified Ellis Specific Plan") approved by the City Council on January 22, 2013 by Resolution 2013-012, and any amendments.

7. "EEIR" means the Final Environmental Impact Report (titled "City of Tracy Modified Ellis Project Final Revised Environmental Impact Report"), bearing the State Clearing House Number 2012022023, certified by the City Council on January 22, 2013 by Resolution 2013-011, as adequate and in compliance with the California Environmental Quality Act (CEQA).

8. "Applicable Law" shall have the meaning set forth in section 1.03 of the EDA.

9. "Conditions of Approval" or "Conditions" means these conditions of approval.

10. "Project" means the Tentative Subdivision Map for Ellis Phase 2 (The Gardens), Application Number TSM16-0003, consisting of approximately 171 acres in the

ESP Area, including approximately 356 residential lots and 9 other parcels, located between Corral Hollow Road and Lammers Road in the vicinity of Ellis Town Drive, Assessor's Parcel Numbers 240-140-16, 18, 22 and 23.

11. "Property" means the property shown on the Tentative Subdivision Map for Ellis Phase 2 (The Gardens), Application Number TSM16-0003, consisting of approximately 171 acres in the ESP Area, including approximately 356 residential lots and 9 other parcels, located between Corral Hollow Road and Lammers Road in the vicinity of Ellis Town Drive, Assessor's Parcel Numbers 240-140-16, 18, 22 and 23.

12. "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 the Developer, which shall include the Owner as described in the Preamble to the EDA, and all successors in interest.

B. Planning Division Conditions of Approval

1. Compliance with laws. The Subdivider shall comply with all Applicable Law.

2. Mitigation Measures. The Subdivider shall comply with all mitigation measures applicable to the Project in the EEIR, which was certified by the City Council on January 22, 2013 (SCH#2012022023).

3. 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 commence on the date of the conditional approval of this Project. If the Subdivider fails to file a protest of the Exactions within this 90-day period, which protest complies with all of the requirements of Government Code Section 66020, 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 Developer.

4. Conformance with Tentative Subdivision Map. All Final Maps shall be in substantial conformance with the approved Tentative Subdivision Map, which was date stamped as received by the Development Services Department on April 21, 2017, and approved by the Planning Commission on May 10, 2017, unless modified herein by these Conditions of Approval.

5. Deed Notice regarding Airport Land Use. Before approval of each Final Map, the Subdivider shall include the following Deed Notice on the Final Map, to the satisfaction of the Development Services Director and consistent with the San

Joaquin County Airport Land Use Commission's Airport Land Use Compatibility Plan:

> The San Joaquin County Airport Land Use Commission's Airport Land Use Compatibility Plan identifies the Tracy Municipal Airport's Airport Influence Area. Properties within this area are routinely subject to overflights by aircraft using this public-use airport and, as a result, residents may experience inconvenience, annoyance, or discomfort arising from the noise of such operations. State law (Public Utilities Code Section 21670 et seq.) establishes the importance of public use airports to the public interest of the people of the State of California. Residents of property near such airports should therefore be prepared to accept the inconvenience, annoyance, or discomfort from normal aircraft operations. Residents also should be aware that the current volume of aircraft activity may increase in the future. Any subsequent deed conveying this parcel or subdivisions thereof shall contain a statement in substantially this form.

6. Annexation to City of Tracy Community Facilities District No. 2016-2 (ECFD). Before final inspection or occupancy of the first dwelling (except for up to twelve model homes), the Subdivider shall, at its expense, annex, or cause to be annexed, the Property into the City of Tracy Community Facilities District No. 2016-2 (ECFD) (herein, the "CFD"). The Property is identified as part of the "Future Annexation Area" of the CFD, and therefore shall be annexed using the unanimous consent provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"). The Property may be annexed to an existing improvement area or to a new improvement area of the CFD, as contemplated by the proceedings forming the CFD. In annexing the Property to the CFD through the unanimous consent process, the Subdivider will authorize the recordation of a Notice of Special Tax Lien on the Property evidencing the lien of the CFD. Upon successful annexation, the Property will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment approved for the improvement area in which the Property is annexed. The CFD, including any new improvement area in which the Property is annexed, is authorized to finance both public facilities and public landscaping. If funds are needed to pay for facilities or services authorized to be funded by the CFD before the CFD has collected sufficient special taxes from the Property to fully pay for such facilities or services in accordance with the Rate and Method of Apportionment, the Ellis CFD budget for landscape strips, and parks, and in accordance with the Ellis maintenance manual guidelines, the Subdivider shall deposit with the City, prior to the final inspection of, or issuance of a certificate of occupancy for (whichever occurs first), the first residential unit in the Project (except for up to twelve model homes), an amount mutually agreed upon by the City and Subdivider to fund the facilities and/or services until such time as the CFD has collected sufficient special taxes from the Property to fund such facilities and/or services in accordance with the Rate and Method of Apportionment, and Ellis CFD budget for landscape strips, and parks that require funding. Compliance with this Condition No. 6 shall satisfy the requirements for a funding mechanism for public landscaping of the Property.

C. Engineering Division Conditions of Approval

C.1. General Conditions

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

a. Specific Plan, titled "*Modified Ellis Specific Plan*" ("ESP") approved by the City Council on January 22, 2013 by Resolution 2013-012, and any subsequent amendments.

b. Finance and implementation plan titled "*Ellis Program Area Finance and Implementation Plan*" ("EFIP") approved by the City Council on August 20, 2013 by Resolution 2013-136, and any amendments.

c. Development agreement title "Amended and Restated Development Agreement by and between City of Tracy and Surland Communities, LLC" ("EDA") approved by the City Council on March 19, 2013 by the adoption of Ordinance 1182, and any amendments, including Resolution 2016-188 approving an agreement to Toll and Extend the Land Dedication Acceptance period, approved by City Council on September 6, 2016

d. Final Environmental Impact Report titled "*City of Tracy Modified Ellis Project Final Revised Environmental Impact Report*" (EEIR"), bearing the State Clearing House Number 2012022023, certified by the City Council on January 22, 2013 by Resolution 2013-011, as adequate and in compliance with California Environmental Quality Act (CEQA).

e. *Ellis Program Sub-Basin – Final Storm Drainage Technical Report* dated September 2012 and *Reevaluation of program Storm Drainage Infrastructure* dated August 4, 2015 by Storm Water Consulting, Inc., any subsequent amendments. ("Storm Drainage Technical Report").

f. *Specific Plan Water System Analysis*, dated August 14, 2013 by West Yost and Associates. (ESP Water Report).

g. *Hydraulic Evaluation of Ellis Specific Plan Phase 2 – The Gardens*, dated December 9, 2016 by West Yost and Associates, and any subsequent amendments. ("Ellis Phase 2 Water Report")

h. City of Tracy Wastewater Master Plan/Corral Hollow Sewer Analysis dated March 2012 by CH2MHill, and any subsequent amendments.

i. *Ellis-Jefferson School Circulation* Technical Memorandum, prepared by TJKM, dated January 12, 2017, and any subsequent amendments.

j. *Ellis Phase 2 Circulation and Intersection Geometry Review,* dated March 28, 2017, prepared by TJKM, and any subsequent amendments. ("Traffic Study")

C.2. Final Map

No Final Map within the Project boundaries will be approved by the City 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.2.1. Subdivider has submitted one (1) reproducible copy of the approved tentative subdivision map for the Project within ten (10) days 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 means consent to the preparation of the Tentative Subdivision Map and the proposed subdivision of the Property.

C.2.2. Each Final Map is prepared in accordance with the applicable requirements of the Tracy Municipal Code, these Conditions of Approval, the Ellis Specific Plan ("ESP"), Ellis Finance & Implementation Plan ("EFIP"), the Ellis Development Agreement ("EDA"), and in substantial conformance with the Tentative Subdivision Map.

C.2.3. Each Final Map includes and shows offer(s) of dedication of all right(s)-of-way and/or temporary or permanent easement(s) required to construct and serve the Project described by the Improvement Plans and Final Map, in accordance with Applicable Laws and these Conditions of Approval. If construction easement(s) is/are shown, it/they shall indicate the termination of the construction easement(s).

a. The Subdivider shall dedicate a 5-foot wide Public Utility Easement (PUE) along the lot frontages within the Property, the installation, repair, use, operation, and maintenance of other public utilities such as electric, gas, telephone, cable TV, and others. Larger private utility structures may require additional PUE "bump outs" to accommodate the structures.

b. The Subdivider shall coordinate with the respective owner(s) of the utilities including but not limited to PG&E, AT&T, and Comcast, for the design and installation of these utilities within the Property. Engineering design and construction details of these utilities must be prepared as part of the joint utility trench plans to be submitted for City's review.

c. The Subdivider shall obtain the approval of all other public agencies with jurisdiction over the required public facilities.

d. Subdivider shall submit documentation for vacation or abandonment of existing easements that are shown on the Tentative Map to be abandoned.

C.2.4. If multiple final maps are to be filed, the Improvement Plans, as described above, must be prepared with a detailed phasing plan showing construction limits and logical sequence or order of constructing street and utilities improvements. The phasing plan shall clearly identify the improvements to be constructed with each construction phase.

C.2.5. 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.2.6. Subdivider has submitted a signed and stamped Engineer's Estimate that shows construction cost of subdivision improvements to be dedicated to the City.

C.2.7. Subdivider has submitted a signed and notarized Subdivision Improvement Agreement (SIA) and Improvement Security, for the completion of improvements that are required to serve the Project as shown on the Improvement Plans. The form and amount of Improvement Security shall be in accordance with the Applicable Law and the SIA.

C.2.8. 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 Applicable Laws.

C.2.9. Subdivider has submitted technical or materials specifications, cost estimates, and technical reports related to the design of improvements that are shown on the Improvement Plans and as required by these Conditions of Approval.

C.2.10. Subdivider has submitted hydrologic and storm drainage calculations for the design and sizing of in-tract storm drainage pipes and the temporary storm drainage retention basin (if required).

C.2.11. Subdivider in accordance with the terms of the ESP including Section 5.2, Option A shall be required to submit a signed and notarized Park Improvement Agreement (PIA) and Improvement Security, for the construction of the neighborhood park improvements described in Condition C.5.13, below. The form and amount of Improvement Security shall be in accordance with, Applicable Law, the EDA, ESP, EFIP, and the PIA.

C.2.12. Subdivider has submitted signed and stamped Improvement Plans as required in Condition C.5, below.

C.3 Grading Permit

The City will accept a grading permit application for the Project prior to the Final Map being approved by the City Council, if the Subdivider 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, and in accordance with the EDA, ESP, and EFIP, including, but not limited to, the following:

C.3.1. 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 and Geotechnical Engineer.

a. The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Building Official and Fire Code Official. prior to submitting the mylars to Engineering Division for City Engineer's approval.

b. Prior to the issuance of Grading Permit for the Project, Subdivider shall submit improvement plans and secure at least two plan reviews.

c. 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.

(i) The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, pavement design recommendations, percolation rate, and elevation of the highest observed groundwater level.

d. 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#).

(i) After the completion of the Project, the Subdivider is responsible for filing the Notice of Termination (NOT) required by SWQCB. The Subdivider shall provide the City with a copy of the completed Notice of Termination.

(ii) The cost of preparing the SWPPP, NOI and NOT, including the filing fee of the NOI and NOT, shall be paid by the Subdivider.

(iii) The Subdivider shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the applicable provisions of the, ESP, EFIP, EDA, and City's Storm Water Management Program.

e. Permit(s), agreement(s) and approval of other public agencies that has jurisdiction over the required public facilities, if applicable.

f. 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 4.3-1b of the Modified Specific Plan Mitigation Monitoring and Reporting Program.

g. Reasonable written permission from irrigation district or affected owner(s), if applicable as required in Condition C.12.3, below. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider, if required.

h. The existing well serving the single-family residence at Lammers Road, shall be abandoned, and/or removed in accordance with the City and San Joaquin County requirements at the time the residence is demolished. 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.

i. Payment of applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval, subject to the PICRA.

C.4. Encroachment Permit

Applications for encroachment permit may be accepted by the City as complete prior to the Final Map being approved by the City Council if the Subdivider provides all relevant documents related to said encroachment permit required by the applicable City Regulations and these Conditions of Approval, to the reasonable satisfaction of the City Engineer, including, but not limited to, the following:

C.4.1. 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 Engineer, Traffic Engineer, Electrical Engineer, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

a. The Subdivider shall obtain all applicable signatures by City departments (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.

C.4.2. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

C.4.3. Traffic Control Plan, if necessary, shall be prepared under the supervision of and signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California.

C.4.4. 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.

C.4.5. If required, signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of off-site 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), the ESP, EDA, EFIP, and the OIA. The Subdivider's obligations in the OIA shall be deemed to be satisfied upon City Council's acceptance of the public improvements and release of the Improvement Security.

C.4.6. Check or wire 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. The fees shall be in accordance with the EDA, applicable law, and the Program Improvements Credit and Reimbursement Agreement ("PICRA").

C.5. Improvement Plans

C.5.1. General: 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 Engineer, Traffic Engineer if applicable, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

The Improvement Plans including the Grading and Drainage Plans prepared in accordance with the ESP, EDA, EFIP, and 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 ESP, EDA, EFIP, and the City Design Documents, and these Conditions of Approval.

a. The Improvement Plans shall be prepared in mylar with the City of Tracy standard title and signature block.

b. The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylar

including signatures by the Chief Building Official and Fire Code Official or Fire Safety Officer, prior to submitting the mylars to Engineering Division for City Engineer's approval.

C.5.2. 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, 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 storm water treatment in accordance with the ESP, EFIP, and EDA, and as reasonably 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#).

C.5.3. 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.

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.

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 Subdivider shall be responsible for obtaining permission from owner(s) of the adjacent and affected property(s). The slope easement must be recorded, prior to the issuance of the final building certificate of occupancy.

f. If applicable, show all existing irrigation structure(s), channel(s) and pipe(s) that are to remain or to be 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.5.4. Permanent storm drainage connection

a. The Project's permanent storm drainage connection(s) shall be designed and constructed to meet City Standards and the recommendations in the Storm Drainage Technical Report.

b. The City's Stormwater Consultant (Storm Water Consulting, Inc.) is reviewing the Project Stormwater Plan for Ellis and Avenues Technical Report. prepared by Carlson, Barbee, & Gibson, Inc. The Subdivider shall design and construct in-tract and offsite drainage improvements (if required) based on the final approved drainage design report as approved by the City Engineer.

c. Draining the storm water to the City's storm drainage system to drain to future Detention Basin DET 3A is the required final solution of disposing storm water from the Project site. The Subdivider shall design and install all the necessary improvements for the final solution , or an interim solution of disposing storm water. The Subdivider will be responsible for design and installation of the Project's permanent storm drainage connection from the Project site to the City's future public storm drain system at the location and grade approved by the City as a part of the storm drainage improvement plans, if the Subdivider does not provide an interim solution.

d. Prior to the approval of the Final Map for the Project, the Subdivider shall provide a Stormwater Quality Control Plan (SWQCP) detailing the methods in which the development will

address compliance with the applicable City's *Multi-Agency Post-Construction Stormwater Standards Manual* (Manual). Prior to the issuance of the grading permit for the project, the SWQCP shall be approved by the City Engineer.

C.5.5. Temporary Drainage System – Onsite Retention Basin(s)

Until such time as future DET 3A is operational, which includes adequate detention storage to accommodate storm runoff from development areas and a positive outlet, the Project will be required to provide temporary retention basins as the interim discharge element for all Project drainage in conformance with City Design Standards.

a. The Temporary Retention Basin(s) shall be designed to retain storm water run-off from the Project resulting from 200% of the 10-year, 48-hour storm event in compliance with Sections 5.06 and 5.07 of City of Tracy Design Standards.

b. The Subdivider shall provide a geotechnical investigation with respect to the Temporary Retention Basin(s) that validates that percolation rates for the subsurface soils that exist at and below the bottom of the basin are acceptable.

c. Subdivider shall be responsible for maintenance of onsite Temporary Retention Basin(s) until the downstream drainage facilities are installed and accepted by the City. The Subdivider shall sign an improvement agreement (Deferred Improvement Agreement), to assure completion of the Subdivider's obligation to repair and maintain said basin(s) while the storm drainage retention basin is in service and then to modify/remove Temporary Retention Basin(s) and connect on-site storm drainage system to the master plan facilities when constructed and operational. The scope of improvements and security required with the Deferred Improvement Agreement will be determined during the improvement plan review.

d. Excavated materials shall be kept within the basin site. If the excavated materials are removed from the basin site, the Subdivider shall post cash security equivalent to the cost of import backfill materials, hauling to the basin site, spreading, compacting and re-grading the basin site. If excavated materials are retained on-site, the stockpile of excavated materials shall not be higher than 8 feet and slope should not be steeper than 1:1. A metal fence and access gate shall be installed by the Subdivider to enclose the basin site. The bottom of the temporary on-site storm drainage retention basin(s) shall be 5 feet above the observed highest groundwater elevation at the basin site, or as approved by the City Engineer. The Geotechnical Report shall also indicate the observed highest groundwater elevation at the basin site.

e. The Subdivider shall record a temporary storm drainage easement to grant rights to the City to access the temporary storm drainage retention basin(s) for any necessary emergency repair or maintenance work the City may have to perform within the basin site. Said temporary access easement shall include a sunset clause that such easement will automatically be terminated at such time as the above-referenced permanent storm drainage improvements are completed.

f. Interim stormwater treatment measures must meet the requirements for hydromodification and regulated projects under the City's MAPCSWS. The use of temporary Detention Basins as described in C.5.5 is not sufficient to meet the MAPCSWS and therefore additional stormwater treatment measures will need to be incorporated until such time as the future DET 3A is completed and approved for stormwater treatment measures.

C.5.6. Stormwater Treatment

a. Permanent storm water treatment measures for the Project to meet the requirements of the City's Multi-Agency Post-Construction Stormwater Standards Manual will be provided offsite within future DET 3A. This approach may increase peak rates of runoff previously anticipated to be generated by the Project, and more capacity may be required to convey this runoff to DET 3A. It is likely that stormwater quality treatment may be provided by creating an "infiltration basin" in a forebay within DET 3A that accommodates the required stormwater quality storage volumes. Storm water quality treatment measures that are required to be incorporated into DET 3A are not currently part of the program storm drainage infrastructure, and hence the Subdivider shall be responsible for additional costs of design and construction of these measures, or alternatively the EFIP program will be revised to include these costs. The Subdivider may be required to pay updated fees to be determined in the FIP update, or other means as acceptable to the Subdivider and City.

b. Prior to the issuance of the first building certificate of occupancy, the Subdivider shall submit a signed and notarized Stormwater Treatment Facilities Maintenance Agreement (STFMA) as a guarantee for the performance of Subdivider's responsibility towards the repair and maintenance of on-site storm water treatment facilities. This requirement shall apply only if temporary on-site retention basin is utilized.

C.5.7. Sanitary Sewer

a. Permanent Sewer Main on Corral Hollow Road

In accordance with Section 1.13(b)(1) of the Ellis DA, the existing Corral Hollow Sewer Conveyance System has conveyance capacity reserved for this Project on a permanent basis. The City of Tracy has completed the design of the permanent sewer main on Corral Hollow Road from Peony Drive to the existing sewer manhole at Parkside Drive.

(i) The Subdivider has requested for City's approval to allow the first two hundred and twenty-five lots to utilize the existing temporary connection to Peony Drive as an interim solution in the event the permanent sewer main in Corral Hollow Road and downstream improvements required to provide permanent capacity for the Project have not been constructed. The Subdivider is hereby notified that the interim connection may be permitted subject to verification of availability of capacity in the existing facilities by completion of a technical analysis by City's Consultant ("Interim Sewer Capacity Analysis"). The cost of the Interim Sewer Capacity Analysis shall be funded by the Subdivider, and shall be completed prior to approval of the first Final Map. The Subdivider shall deposit the funds for the analysis with the City within two weeks from the date of approval of the Tentative Map, or within two weeks from the date City provides Fee Estimate and Scope of Work to the Subdivider.

(ii) If the permanent sewer main has not been constructed prior to issuance of the two hundred and twenty sixth occupancy permit for Ellis Phase 2, the Subdivider will be required to install the permanent sewer line in Corral Hollow Road, from Ellis Town Drive to Node 4W, subject to the EDA, and PICRA.

(iii) In order to guarantee completion of installation of the permanent sewer improvements described under this section, the Subdivider shall sign a Deferred Improvement Agreement with the City and post improvement security in the amounts approved by the City Engineer, prior to the approval of the first Final Map.

(iv) The portion of the sewer main on Corral Hollow Road that will be installed within the jurisdiction of the San Joaquin County (County) will require encroachment permit and a maintenance agreement with the County. The Subdivider is required to coordinate with the County Public Works Department the design of the utility trench and extent of pavement replacement for the portion of Corral Hollow Road that is within the County right-of-way. The Subdivider

shall comply with all the applicable requirements of the County, obtain encroachment permit, and pay permit processing, plan checking and inspection fees, prior to starting work. The County will require a traffic control plan and improvement plans as part of the encroachment permit application.

(v) Prior to starting the work described in this section, the Subdivider shall submit a Traffic Control Plan, to show the method and type of construction signs to be used for regulating traffic at work areas during the installation of the sewer improvements described in above. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California.

b. Sanitary Sewer Facilities: The Subdivider shall design and install sanitary sewer facilities including the Project's sewer connection in accordance with City Regulations and utility improvement plans approved by the City Engineer. The Subdivider is hereby notified that the City will not provide maintenance of the sewer lateral within the public right-of-way unless the sewer cleanout is located and constructed in conformance with Standard Plan No. 203. The City's responsibility to maintain on the sewer lateral is from the wye fitting to the point of connection with the sewer main.

c. 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 available capacity will be reduced. Upon approval of a final map, wastewater capacity for the total number of lots within the final map shall be reserved from the City's unused capacity referenced herein.

C.5.8. Water System.

a. Water Distribution System.

Potable water line sizing, looping requirements and layout shall comply with recommendations of Ellis Phase 2 Water Report and EFIP, and the following improvements as listed in the report:

(i) Previously recommended water system facilities identified in various ESP Phase 1 Improvement Plans, as well as the City-side Zone 3 improvements at JJWTP and Corral Hollow Road Utility Improvements.

(ii) The on-site water pipelines around the school site Parcel "H" shall be upsized to 12-inch diameter pipes.

(iii) Closure of the valve (located at Middlefield Road/Corral Hollow Road intersection) until the City proceeds with the re-zoning of various City-side Pressure Zone 3 parcels that are currently served in Pressure Zone 2.

b. All costs associated with the installation of the Offsite Water Improvements including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings on existing street that may be disturbed with the installation of these improvements shall be advanced by the Subdivider, and subject to the PICRA.

c. As recommended in Ellis Phase 2 Water Report, the school parcel will not be permitted to connect to the City water system until the facilities that are associated with the build out of the ESP are constructed and in service.

d. Recycled Water Line

On-site Recycled Water mains are required to serve Ellis Phase 2. As part of the on-site improvements for the Project, the Subdivider shall install 8-inch Recycled Water main along Ellis Town Drive. The 8-inch Recycled Water main shall be connected to Ellis Phase 1 Recycled Water Main at Ellis Town Drive.

e. Fire Service Line

The Subdivider shall design and install fire hydrants at locations approved by the City's Fire Safety Officer and Chief Building Officer. Before the approval of the plans, the Subdivider shall obtain written approval from the City's Fire Safety Officer or Chief Building Official, for the design, location and construction details of the fire service connections and for location and spacing of fire hydrants that are to be installed.

(i) 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 ESP, EFIP, EDA, and City of Tracy Fire Code Official.

(ii) Fire service connection to the fire hydrants shown in the Lanes shall be revised to eliminate service connections

crossing private lots. The connection shall be located within the Lanes right-of-way.

f. Water Shutdown Plan and Traffic Control Plan:

If water main shut down is necessary, the City will allow a maximum of four hours water supply shutdown. The Subdivider shall be responsible for notifying residents or business owner(s), regarding the water main shutdown. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business owner(s) at least 72 hours before the water main shutdown. Prior to starting the work described in this section, the Subdivider shall submit a Water Shutdown Plan and Traffic Control Plan to be used during the installation of the offsite water mains.

g. Domestic and Irrigation Water Services

Domestic water service shall be installed in accordance with City Regulations and the utility improvement plans approved by the City Engineer. City's responsibility to maintain water lines shall be from the water main on the street to the back of the water meter (inclusive) only.

h. All costs associated with the installation of the Project's permanent water connection(s) as identified in the EFIP and Ellis Phase 2 Water Report 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 advanced by the Subdivider, and subject to the PICRA .

C.5.9. Frontage Street Improvements

a. The Subdivider shall as a part of the Final Map which includes Lammers Road, shall offer for dedication the ROW along the property frontage of Lammers Road in accordance with City design standards, ESP, EFIP, and EDA.

C.5.10. Subdivision Roadway Improvements

a. Ellis Town Drive, Cordelia Lane, Roundhouse Drive, Northington Drive and Other In-tract Streets

The Subdivider shall dedicate all rights-of-way that are necessary to construct Ellis Town Drive, Cordelia Lane, Roundhouse Drive and Northington Drive and all the in-tract streets based on their respective cross sections as shown on the Tentative Map.

(i) The width of travel lanes, street median, landscaping strip and sidewalk shall be in accordance with this tentative map.

(ii) 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 (Motorola), 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 be consistent with City Standards, unless specifically modified in the ESP, and shall be shown on the Improvement Plans.

(iii) Design and construction details for the lanes and alley approaches shall be as shown on the Tentative Map with the exception that the maximum slope behind the curb within the right-of-way shall not exceed 5%.

b. Dead-End Streets

A standard barricade and guardrail, or gate per the ESP with appropriate traffic sign will be required at the west end of Roundhouse Drive, Ellis Town Drive, Street 6, Street 10 and Street 13, and north end of Street 2, Street 11, Street 12 and Street 15, and at south end of Street 14. A wooden fence shall be installed at the end and for the entire right-of-way width of these streets.. To prevent street runoff from draining to adjacent property(s), a concrete curb shall be installed through the entire width of the pavement or curb-to-curb, unless the property ownership is the same, or the adjacent property owner has provided consent. Asphalt concrete berm or curb is an acceptable alternative solution. Construction details of the improvements described under this sub-section must be shown on the Improvement Plans, if ownership is not the same, or no consent is provided.

C.5.11. Parcel H School Parcel

a. Subidvider shall comply with Section 1.14 of the EDA.

b. Design and construction details for the Ellis Town Drive, Street 2, Street 10, and Street 11, and access to the school site shall be generally consistent with the ESP, City Standards, and per the recommendations of the *Ellis-Jefferson School Circulation* TM by TJKM, dated January 12, 2017 and any subsequent updates.

C.5.12. Neighborhood Parks

a. The Subdivider or Owner shall offer for dedication Parcel "G" for park purposes as required by sub-section 1.15(a) of the EDA

and section 5.2 of the ESP on the Final Map which includes Parcel "G".

(i) The Subdivider shall design and construct the neighborhood park improvements consistent with the City Standards, ESP, EFIP, EDA and Applicable Law.

b. The Subdivider shall submit park improvement plans, signed and notarized improvement agreement ("Park Improvement Agreement or PIA"), and Improvement Security in the amount and type specified in the ESP, EDA, and Applicable Law . The timing of commencement of the neighborhood park improvements, payment of fees and fee credits shall be in accordance with the ESP and Tracy Municipal Code.

C.5.13. Landscape Parcels A, B, C, D, E, and F

a. The Native Preserve parcels shown on the Vesting Tentative Map as Parcels A, B, C, D, E, and F shall be dedicated to the City of Tracy and maintained by the Property Owner's Association. (POA)

b. Design and construction details related to maintenance vehicle access, driveway curb cuts, landscaping, fences and related improvements shall be shown on the improvement plans for review and approval by the City Engineer.

(i) Design and construction details for work in the vicinity of the PG&E and Chevron pipelines shall also comply with the requirements listed below in Condition E5.16.

(ii) Fences shall be located such that they do not obstruct pedestrian access to sidewalks, and shall be in compliance with the ESP and approved by the City Engineer.

C.5.14. UPRR Boundary Wall

a. The boundary wall adjacent to the UPRR right-of-way shall be designed such that the entire wall, including footing and any retaining wall (if required) shall be located entirely within the street right-of-way for Northington Drive and Street 8.

b. Maintenance of boundary wall and retaining walls shall be the responsibility of the POA and funded through the CFD.

c. If required subdivider shall obtain encroachment permits from UPRR for any work within UPRR right-of-way.

C.5.15. Undergrounding of Overhead Utilities

a. Public Utility Easement

All private utility services to serve Project such as electric, telephone and cable TV must be installed underground, and to be installed within dedicated Public Utility Easement (PUE) and

at the location approved by the respective owner(s) of the utilities.

b. 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 Public Utility Easement (PUE). The Subdivider shall complete the necessary coordination work with the respective owner(s) of the utilities for the design of these underground utilities and to ensure it can be constructed under the sidewalk or within the PUE.

c. Underground utility conduits may be installed under the sidewalks, and all boxes, structures and related facilities shall be located in the within the PUE. .

d. Pavement cuts or utility trench(s) on existing street(s) for the installation of electric, gas, cable TV, and telephone will require the application of 2" asphalt concrete overlay and replacement of pavement striping and marking that are disturbed during construction. The limits of asphalt concrete overlay shall be 25 feet from both sides of the trench, and shall extend over the entire width of the adjacent travel lane(s) if pavement excavation encroaches to the adjacent travel lane or up to the street centerline or the median curb. If the utility trench extends beyond the street centerline, the asphalt concrete overlay shall be applied over the entire width of the street (to the lip of gutter or edge of pavement). Construction details and limits of asphalt concrete overlay shall be shown on the Improvement Plans.

C.5.16. PG&E and Chevron Pipeline Easement and Facilities

a. Per Mitigation Measure 4.7-1c, prior to the issuance of building permits, a qualified Site Characterization specialist shall conduct updated site characterization in the Project area in consultation with PG&E, Chevron, and San Joaquin Environmental Health Dept. (EHD) with regard to the potential contaminated soils from pipeline leaks. Upon completion of the site characterization activities, the Site Characterization specialist shall recommend remediation actions, if necessary, in consultation with EHD.

b. Per Mitigation Measure 4.7-2, prior to issuance of grading permits, the Project Applicant shall work with PG&E and Chevron to implement and observe a site damage prevention plan. This may potentially include the following:

(i) designing a site development plan incorporating permanent land use over the pipeline right-of-way that minimizes the potential for damage to the lines;

(ii) prominently marking the line locations prior to site development, maintaining markings throughout the

development process, and final marking after work is complete;

(iii) communicate plans for significant excavation or land contouring work;

(iv) identify changes in land contour that could significantly reduce the soil cover over the pipelines;

(v) evaluate the effects of heavy construction vehicles crossing the lines, designate areas for heavy construction vehicles to cross the lines, and provide temporary fill or other temporary protection over the lines where necessary;

(vi) minimize installations of new buried utilities and services across the existing pipelines;

(vii) evaluate whether the existing lines should be lowered to increase vertical separation between the pipelines and new surface features; and

(viii) develop other damage-prevention measures as may be necessary.

c. The Project Applicant and the pipeline operators should consider other measures for reducing risk suggested in the Pipelines and Informed Planning Alliance (PIPA) recommended practices on informed land use including:

(i) select landscaping vegetation to avoid root structures that damage pipeline coatings,

(ii) avoid planting trees that prevent direct observation of the pipelines by aerial patrol,

(iii) manage storm runoff to prevent erosion of pipeline bedding,

(iv) consider accessibility to pipeline personnel and first responders in the event of an emergency, and

(v) incorporate escape routes from areas within the Potential Impact Radius (PIR).

C.6. Building Permit - No building permit will be approved by the City until the Subdivider demonstrates, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

C.6.1. Payment in accordance with Applicable Law for the EFIP Fees for Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park adopted by the City Council on August 20, 2013, per Resolution 2013-136, and in accordance with Applicable Law, including any updates as adopted by City Council which have become Applicable Law.

C.6.2. Payment of any other fees in accordance with Applicable Law.

C.7. Acceptance of Public Improvements

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

C.7.1. Correction of all items listed in the deficiency report prepared by the assigned Engineering Inspector relating to public improvements subject to City Council's acceptance.

C.7.2. Subdivider has completed the 90-day public landscaping maintenance period.

C.7.3. 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. Temporary or Final Building Certificate of Occupancy

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

C.8.1. The Subdivider has satisfied all the requirements set forth in Condition C.7, above.

C.8.2. The Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the improvements required in these Conditions of Approval. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Subdivider shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to serve the Project, and the Subdivider shall advance 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), which shall be subject to the PICRA.

C.9. Agreements and Improvement Security

C.9.1. Subdivision Improvement Agreement: - Before the City's approval of the 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), post all required improvement security in accordance with Applicable Law, improvements shall be subject to the PICRA.

C.9.2. Deferred Improvement Agreement: - Before the City's approval of the First Final Map, the Subdivider shall execute a Deferred Improvement Agreement, if needed, which shall be 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), under the Applicable Law, which shall be subject to the PICRA.

C.10. Improvement Security

The Subdivider shall provide improvement security for all public facilities, as required by the Subdivision Improvement Agreement and the Deferred Improvement Agreement 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 the EDA, and section 12.36.080 of the TMC. The amount of improvement security shall be as follows:

C.10.1. Faithful Performance (100% of the estimated cost of constructing the public facilities),

C.10.2. Labor & Materials (100% of the estimated cost of constructing the public facilities),

C.10.3. Warranty (10% of the estimated cost of constructing the public facilities), and

C.10.4. Monumentation ($500 multiplied by the total number of street centerline monuments that are shown on the Final Map).

C.11. Release of Improvement Security

Improvement Security(s) described herein shall be released to the Subdivider after City Council's acceptance of public improvements, and after the Subdivider demonstrates, to the satisfaction of the City Engineer, compliance of these Conditions of Approval, and completion of the following:

C.11.1. Improvement Security for Faithful Performance, Labor & Materials, and Warranty shall be released to the Subdivider in accordance with the EDA, and Section 12.36.080 of the TMC.

C.11.2. Written request from the Subdivider and a copy of the recorded Notice of Completion.

C.11.3. Monumentation Bond will be released to the Subdivider after City Council's acceptance of the public improvements and all the street centerline monuments shown on the Final Map are installed and tagged by a Land Surveyor licensed to practice in the State of California.

C.12. Benefit District

The Subdivider may make a written request to the City for the formation of a Benefit District for which the public facilities are required in accordance with these Conditions of Approval, the EDA, ESP, EFIP, and Applicable Law.

C.13. Special Conditions

C.13.1. All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with the tentative map, ESP, EDA, EFIP, City Regulations, and City's applicable Design documents if not included in the ESP, EDA, EFIP, or tentative map, 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.

C.13.2 All existing on-site well including the well serving the existing residence at Lammers Road, 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 including the cost of permit(s) and inspection. The Subdivider shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit for the Improvement plans which include grading at the location of the well(s).

C.13.3. The Subdivider shall abandon or remove all existing irrigation structures, channels and pipes, located on improvement plans, if any, as directed by the City after joint coordination with the irrigation district, if the facilities are no longer required for irrigation purposes. If irrigation facilities including tile drains, located on improvement plans, if any, are required to remain to serve existing adjacent agricultural uses by legal right or easement, the Subdivider will design, coordinate and construct required modifications to the facilities to the satisfaction of the affected agency and the City. Written permission from irrigation district or affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit if any facilities are located on improvement plans, and are to be removed. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.

C.13.4. All improvement plans shall contain a note stating that the Subdivider (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 Subdivider'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.13.5. Nothing contained herein shall be construed to permit any violation of Applicable Law. Subject, however, to Applicable Law, this Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the final map, improvement agreements, and improvement plans, prior to 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,. 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. Costs may be applicable to the Ellis FIP as credit. Health and Safety findings shall be made by the City Council under the terms of a City wide review of the Health and Safety related issue.

C.13.6. Nothing in these Conditions of Approval are intended or may be interpreted to limit or interfere with any of the vested rights provided in the Ellis Development Agreement. In the event of any conflict between any provision of these Conditions of Approval and the Applicable Law, the Applicable Law shall control.

RESOLUTION 2019-_____

APPROVING THE FINAL SUBDIVISION MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR ELLIS GARDENS PHASE 2, TRACT 3906

WHEREAS, The Tentative Subdivision Map for Ellis Gardens Project consists of 356 residential lots and nine other parcels on approximately 106 acres generally surrounded by Ellis Phase 1A and 1B (Village Neighborhood) on the east, Future Neighborhood on the west, Union Pacific Railroad Line on the south and agriculture land on the north, and

WHEREAS, The Final Subdivision Map for Ellis Gardens – Phase 2, Tract 3906, consists of 99 single-family residential lots, and

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

WHEREAS, The Improvement Plans, Specifications, and Cost Estimates for the required improvements have been prepared on behalf of the Subdivider, and approved by the City Engineer, and

WHEREAS, The Subdivision Improvement Agreement (SIA) addresses construction of Cordelia Lane, Rio Grande Drive, Ian Lane, Jack Tuso Drive, Vinolli Place, Lone Star Way, Brewer Street, and Margaret Adele Lane (Between Cordelia Lane and Rio Grande Drive), and other in-tract improvements associated with the 99 lots that will be developed by the Subdivider as part of Ellis Gardens Phase 2, Tract 3906, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the Final Subdivision Map and Subdivision Improvement Agreement for Ellis Gardens-Phase 2, Tract 3906, and authorizes the City Clerk to file the Subdivision Improvement 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 16th day of April, 2019, by the following vote:

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

April 16, 2019

AGENDA ITEM 1.M

REQUEST

APPROVE THE FINAL SUBDIVISION MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR ELLIS GARDENS PHASE 3, TRACT 3907, AND AUTHORIZE THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

EXECUTIVE SUMMARY

Approval of the Final Subdivision Map will facilitate recordation of the Final Subdivision Map, and the issuance of building permits to construct residential houses within the Ellis Gardens Phase 3 Subdivision, Woodside 05N, LP, a California Limited Partnership, (Subdivider) has signed the Subdivision Improvement Agreement (SIA) for construction of the subdivision improvements to serve 72 single-family dwelling lots, that will be created by the Final Subdivision Map.

DISCUSSION

On May 10, 2017, the Planning Commission approved the Vesting Tentative Subdivision Map for second phase of the Ellis Specific Plan Project, Tract 3877, The Gardens (VTSM), pursuant to PC Resolution No. 2017-015. The VTSM includes approximately 356 single-family residential lots and nine other parcels on approximately 106 acres (Ellis Phase 2 Subdivision) generally located on the west of Ellis Phase 1A and 1B (Village Neighborhood), Union Pacific Railroad Line to the south, agricultural land to the north and future Neighborhood to the west.

The Subdivider is requesting approval of the Final Subdivision Map for Ellis Gardens Phase 3, Tract 3907, to create 72 single-family residential lots within the boundaries of and in conformance with the approved VTSM. The Final Subdivision Map for Tract 3907 (Attachment B) has been prepared on behalf of the Subdivider and reviewed by the Engineering Division.

The Conditions of Approval for the VTSM require the Subdivider to design and construct certain on-site improvements as a condition of approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards. Improvement Plans for the required improvements have been prepared on behalf of the Subdivider and approved by the City Engineer.

The Subdivider has executed the SIA for the completion of the Subdivision Improvements including roadway improvements on Rio Grande Drive, Northington Drive, Jack Tuso Drive, Gold Run Street, and Margaret Adele Lane (between Gold Run Street and Rio Grande Drive), and other associated improvements. The roadway improvements include asphalt concrete pavement, curb, gutter, sidewalk, storm drainage, watermain connection, street lights, signing and striping, pavement transition to existing roadway section, and other improvements.

The Engineering Division has reviewed the Improvement Plans and all improvements required of Ellis Gardens Phase 3, Tract 3907, are guaranteed as part of the SIA with security.

The Final Subdivision Map has been reviewed as to its substantial compliance with the design of the approved Tentative Subdivision Map. The SIA, Final Subdivision Map, 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 Subdivider has paid the applicable engineering review fees, which include the cost of processing the Final Subdivision Map and Subdivision Improvement Agreement.

STRATEGIC PLAN

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

RECOMMENDATION

That City Council, by resolution, approve the Final Subdivision Map for Ellis Gardens Phase 3, Tract 3907, and authorize the City Clerk to file the Subdivision Improvement Agreement with the Office of the San Joaquin County Recorder.

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

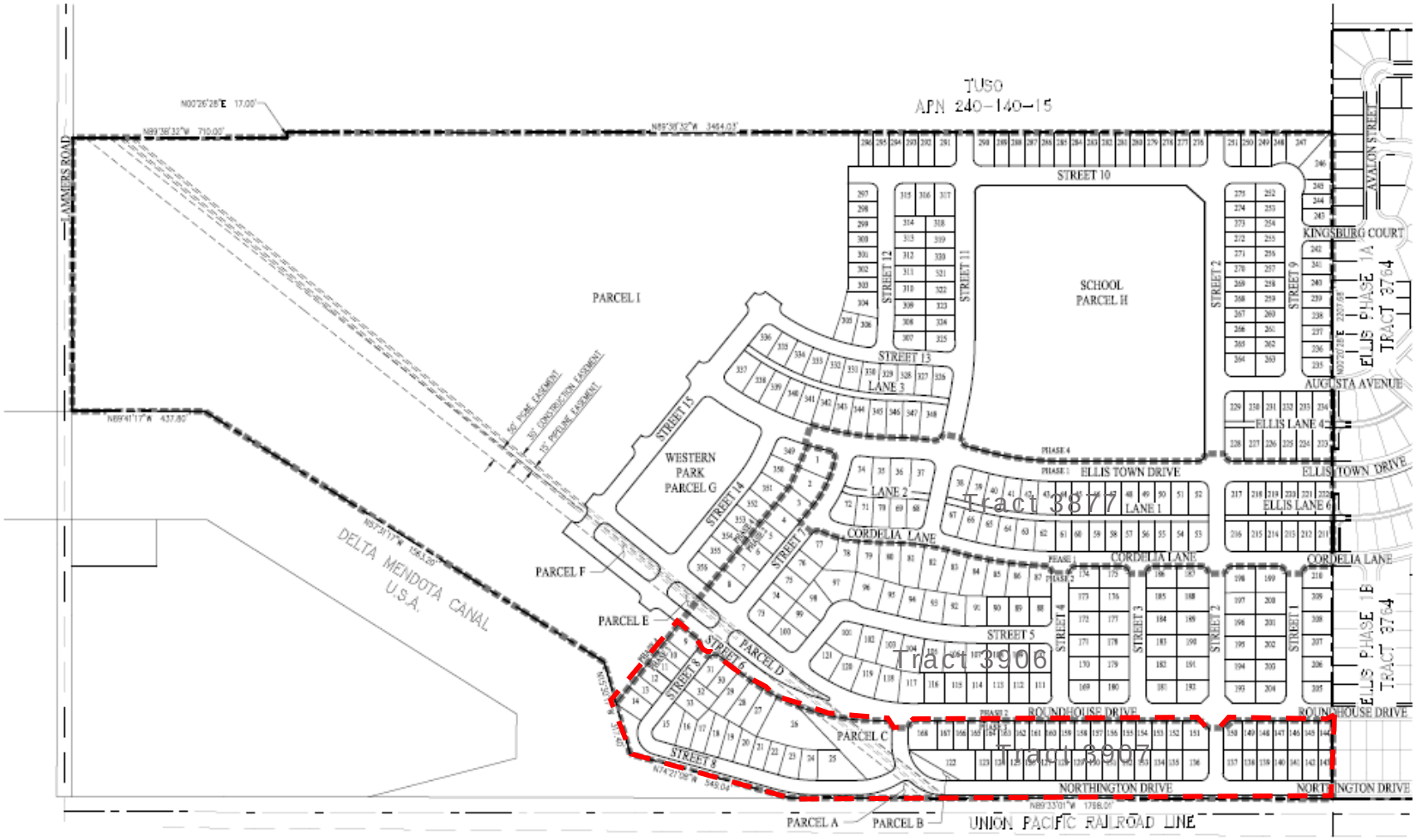
Reviewed by: Robert Armijo, PE, City Engineer / Assistant Development Services Director
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

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

Attachment A



TRACT NO. 3907

SUBDIVISIONS OF SAN JOAQUIN COUNTY, CALIFORNIA

ELLIS GARDENS - PHASE 3

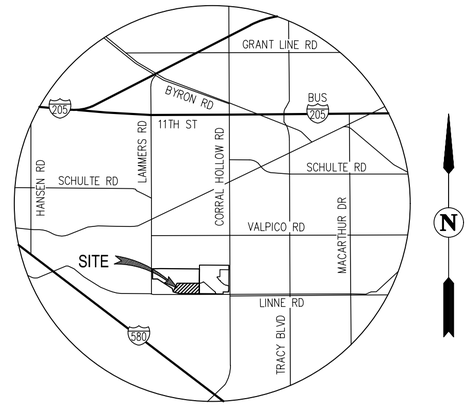
BEING A SUBDIVISION OF PARCEL 3 AS DESCRIBED IN THAT CERTAIN DEED RECORDED MAY 24, 2017, AS DN. 2017-058417 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND PARCELS C AND D OF TRACT 3906 LYING WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS

SAN RAMON, CALIFORNIA

FEBRUARY 2019



VICINITY MAP

NOT TO SCALE

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 3907, SUBDIVISIONS OF SAN JOAQUIN COUNTY, ELLIS GARDENS PHASE 3, CITY OF TRACY, CALIFORNIA", AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE FOLLOWING DESCRIBED PROPERTY IS HEREBY DEDICATED IN FEE FOR PUBLIC PURPOSES:

1) MARGARET ADELE LANE, GOLD RUN STREET, JACK TUSO DRIVE, AND NORTHINGTON DRIVE, FOR ROADWAY AND UTILITY PURPOSES.

2) PARCEL A AND PARCEL B FOR LANDSCAPING PURPOSES.

THE FOLLOWING DESCRIBED PROPERTY IS HEREBY DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

1) ALL PUBLIC UTILITY EASEMENTS AS SHOWN ON THIS FINAL MAP.

2) ALL WATER LINE EASEMENTS AS SHOWN ON THIS FINAL MAP.

WE ALSO RELINQUISH TO THE CITY OF TRACY ALL RIGHTS OF VEHICULAR ACCESS OF LOT 151 TO AND FROM RIO GRANDE DRIVE; OF LOTS 157 AND 220 TO AND FROM MARGARET ADELE LANE; OF LOT 214 TO AND FROM NORTHINGTON DRIVE; OF LOTS 182, 183, 196 AND 197 TO AND FROM JACK TUSO DRIVE; ALL AS SHOWN ON THIS FINAL MAP.

AS OWNER: WOODSIDE 05N, LP, A CALIFORNIA LIMITED PARTNERSHIP
BY: WDS GP, INC., A CALIFORNIA CORPORATION, ITS GENERAL PARTNER

BY: _____

NAME: SCOTT HOISINGTON

TITLE: VICE PRESIDENT

DATE: _____

BY: _____

NAME: _____

TITLE: _____

DATE: _____

OWNER'S ACKNOWLEDGMENT

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

STATE OF _____ } SS.
COUNTY OF _____ }

ON _____ , BEFORE ME, _____ , A NOTARY PUBLIC, PERSONALLY APPEARED _____ , WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY 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: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

OWNER'S ACKNOWLEDGMENT

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

STATE OF _____ } SS.
COUNTY OF _____ }

ON _____ , BEFORE ME, _____ , A NOTARY PUBLIC, PERSONALLY APPEARED _____ , WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY 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: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 201_____, AT _____

_____.M. IN BOOK_____OF MAPS AND PLATS, AT PAGE _____, AT THE REQUEST OF

_____.

FEE: $ _____

_____
STEVE J. BESTOLARIDES
ASSESSOR-RECORDER-COUNTY CLERK

BY: _____
ASSISTANT/DEPUTY RECORDER

TRACT NO. 3907

SUBDIVISIONS OF SAN JOAQUIN COUNTY, CALIFORNIA

ELLIS GARDENS - PHASE 3

BEING A SUBDIVISION OF PARCEL 3 AS DESCRIBED IN THAT CERTAIN DEED RECORDED MAY 24, 2017, AS DN. 2017-058417 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND PARCELS C AND D OF TRACT 3906 LYING WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS

SAN RAMON, CALIFORNIA

FEBRUARY 2019

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WOODSIDE 05N, LP, A CALIFORNIA LIMITED PARTNERSHIP, IN NOVEMBER 2018. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2020; AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

_____
DATE

LICENSED LAND SURVEYOR
MARK H. WEHBER
7960
STATE OF CALIFORNIA

_____
MARK H. WEHBER, P.L.S.
L.S. NO. 7960

STATEMENT OF THE SURVEYOR FOR THE CITY

I, DAVID W. ENKE, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 3907, SUBDIVISIONS OF SAN JOAQUIN COUNTY, ELLIS GARDENS PHASE 3, CITY OF TRACY, CALIFORNIA", AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

_____
DAVID W. ENKE, L.S. 4071
SURVEYOR FOR THE CITY

_____
DATE

CITY ENGINEER'S STATEMENT

I ROBERT ARMIJO, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF TRACY, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 3907, SUBDIVISIONS OF SAN JOAQUIN COUNTY, ELLIS GARDENS PHASE 3, CITY OF TRACY, CALIFORNIA", AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

_____
ROBERT ARMIJO, R.C.E. 63173
CITY ENGINEER

_____
DATE:

SOILS REPORT

A SOILS REPORT WAS PREPARED BY WALLA-KUHL & ASSOCIATES, DATED JULY 20, 2018, PROJECT NO. 12002.02, SIGNED BY MICHAEL M. WATARI, GE AND HAS BEEN FILED AT THE OFFICE OF THE CITY ENGINEER.

NOTES:

1. APPROVAL OF THIS FINAL MAP IS SUBJECT TO THE APPLICABLE REQUIREMENTS OF THE TENTATIVE SUBDIVISION MAP FOR THE GARDENS, TRACT NO. 3877 CONDITIONS OF APPROVAL THAT WAS APPROVED ON MAY 10, 2017, PURSUANT TO RESOLUTION 2017-015.

2. THE SAN JOAQUIN COUNTY AIRPORT LAND USE COMMISSION'S AIRPORT LAND USE COMPATIBILITY PLAN IDENTIFIES THE TRACY MUNICIPAL AIRPORT'S AIRPORT INFLUENCE AREA. PROPERTIES WITHIN THIS AREA ARE ROUTINELY SUBJECT TO OVERFLIGHTS BY AIRCRAFT USING THIS PUBLIC-USE AIRPORT AND, AS A RESULT, RESIDENTS MAY EXPERIENCE INCONVENIENCE, ANNOYANCE, OR DISCOMFORT ARISING FROM THE NOISE OF SUCH OPERATIONS. STATE LAW (PUBLIC UTILITIES CODE SECTION 21670 ET SEQ.) ESTABLISHES THE IMPORTANCE OF PUBLIC USE AIRPORTS TO THE PUBLIC INTEREST OF THE PEOPLE OF THE STATE OF CALIFORNIA. RESIDENTS OF PROPERTY NEAR SUCH AIRPORTS SHOULD THEREFORE BE PREPARED TO ACCEPT THE INCONVENIENCE, ANNOYANCE, OR DISCOMFORT FROM NORMAL AIRCRAFT OPERATIONS. RESIDENTS ALSO SHOULD BE AWARE THAT THE CURRENT VOLUME OF AIRCRAFT ACTIVITY MAY INCREASE IN THE FUTURE. ANY SUBSEQUENT DEED CONVEYING THIS PARCEL OR SUBDIVISIONS THEREOF SHALL CONTAIN A STATEMENT IN SUBSTANTIALLY THIS FORM.

3. ALL PERSONS PURCHASING LOTS WITHIN THE BOUNDARIES OF THIS APPROVED MAP SHOULD BE PREPARED TO ACCEPT THE INCONVENIENCES OR DISCOMFORTS ASSOCIATED WITH AGRICULTURAL OPERATIONS OR ACTIVITIES, SUCH AS NOISE, ODORS, INSECTS, DUST OR FUMES. SAN JOAQUIN COUNTY HAS DETERMINED THAT SUCH INCONVENIENCES OR DISCOMFORTS SHALL NOT BE CONSIDERED TO BE A NUISANCE.

4. ALL FRONT LOT CORNERS ARE TO BE REFERENCED WITH A NAIL AND TAG SET IN THE SIDEWALK, 1' FROM LOT CORNER ON SIDE LOT LINE PROJECTION. REAR CORNERS ARE TO BE REFERENCED WITH A REBAR AND CAP OR NAIL AND TAG.

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE _____DAY OF _____, 20_____, THE CITY COUNCIL OF THE CITY OF TRACY, CALIFORNIA PER COUNCIL RESOLUTION NO. _____ APPROVED THIS FINAL MAP OF "TRACT NO. 3907, SUBDIVISIONS OF SAN JOAQUIN COUNTY, ELLIS GARDENS PHASE 3, CITY OF TRACY, CALIFORNIA", ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION IN FEE OF ALL STREET RIGHTS OF WAY, SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON AND ACCEPTED THE OFFER OF DEDICATION IN FEE OF PARCELS A AND B, SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS ON SAID PARCELS, IN ACCORDANCE WITH TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP;

ACCEPTED ON BEHALF OF THE CITY ALL RIGHTS OF VEHICULAR ACCESS OF LOT 151 TO AND FROM RIO GRANDE DRIVE; OF LOTS 157 AND 220 TO AND FROM MARGARET ADELE LANE; OF LOT 214 TO AND FROM NORTHINGTON DRIVE; OF LOTS 182, 183, 196 AND 197 TO AND FROM JACK TUSO DRIVE; ALL AS SHOWN ON THIS FINAL MAP; AND

ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFERS OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS AND WATER LINE EASEMENTS AS SHOWN ON THIS FINAL MAP.

_____
ADRIANNE RICHARDSON
CITY CLERK AND CLERK OF THE COUNCIL

_____
DATE

SIGNATURE OMISSION

PURSUANT TO SECTION 66436 OF THE CALIFORNIA SUBDIVISION MAP ACT THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:.

1. AN EASEMENT FOR PIPE LINE AND INCIDENTAL PURPOSES, RECORDED JANUARY 18, 1930, AS BOOK 302, PAGE 443 AND MODIFIED APRIL 27, 1992 AS INSTRUMENT NO. 92047894 OF OFFICIAL RECORDS IN FAVOR OF PACIFIC GAS AND ELECTRIC COMPANY.

2. AN EASEMENT FOR PIPE LINE AND INCIDENTAL PURPOSES, RECORDED JUNE 14, 2017, AS AS DOCUMENT NO. 2017-067224 OF OFFICIAL RECORDS IN FAVOR OF PACIFIC GAS AND ELECTRIC COMPANY.

CERTIFICATE OF DEDICATION

THE CITY OF TRACY SHALL RECONVEY MARGARET ADELE LANE, GOLD RUN STREET, JACK TUSO DRIVE, AND NORTHINGTON DRIVE TO THE BELOW NAMED OWNER, OR SUCCESSOR IN INTEREST, IF THE CITY DETERMINES PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSES FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

OWNER'S NAME: WOODSIDE HOMES 05N, LP, A CALIFORNIA LIMITED PARTNERSHIP
ADDRESS: 111 WOODMERE RD, SUITE 190
CITY/STATE: FOLSOM, CA 95630

TRACT NO. 3907

SUBDIVISIONS OF SAN JOAQUIN COUNTY, CALIFORNIA

ELLIS GARDENS - PHASE 3

BEING A SUBDIVISION OF PARCEL 3 AS DESCRIBED IN THAT CERTAIN DEED RECORDED MAY 24, 2017, AS DN. 2017-058417 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND PARCELS C AND D OF TRACT 3906 LYING WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

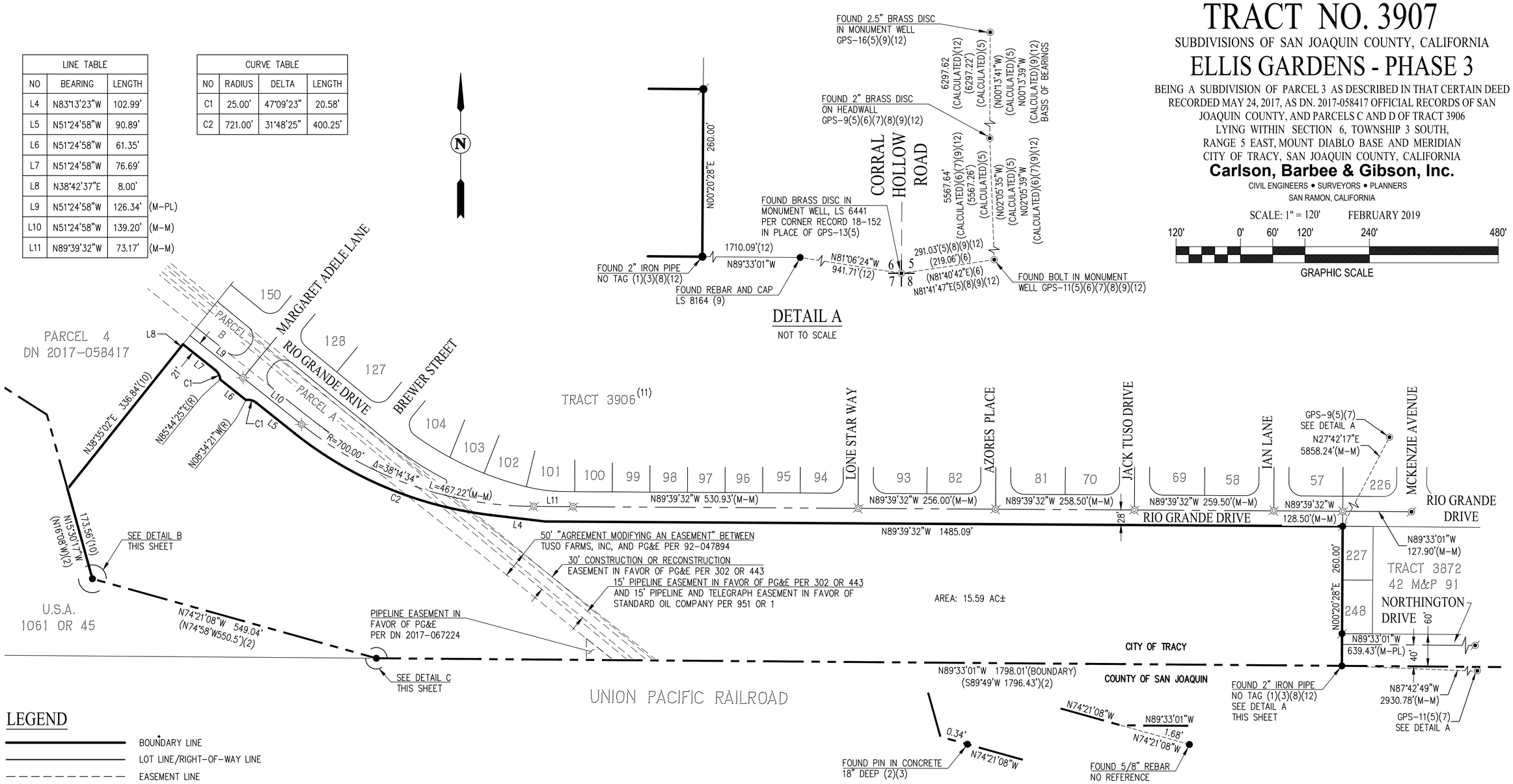
SCALE: 1" = 120' FEBRUARY 2019

120' 0' 60' 120' 240' 480'

GRAPHIC SCALE

LINE TABLE		
NO	BEARING	LENGTH
L4	N83°13'23"W	102.99'
L5	N51°24'58"W	90.89'
L6	N51°24'58"W	61.35'
L7	N51°24'58"W	76.69'
L8	N38°42'37"E	8.00'
L9	N51°24'58"W	126.34' (M-PL)
L10	N51°24'58"W	139.20' (M-M)
L11	N89°39'32"W	73.17' (M-M)

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	25.00'	47°09'23"	20.58'
C2	721.00'	31°48'25"	400.25'



LEGEND

	BOUNDARY LINE	◎	SET STANDARD STREET MONUMENT, LS 7960
	LOT LINE/RIGHT-OF-WAY LINE	○	SET REBAR AND CAP, LS 7960
	EASEMENT LINE	⊙	FOUND STANDARD STREET MONUMENT, LS 8164, PER TRACT 3872 (42 M&P 91)
	MONUMENT LINE	●	FOUND REBAR AND CAP, LS 8164, PER TRACT 3872 (42 M&P 91)
	CITY LIMIT LINE	⊗	STANDARD STREET MONUMENT, LS 7960 TO BE SET PER (11)
	TIE LINE	DN	DOCUMENT NUMBER
	RESTRICTED ACCESS	PUE	PUBLIC UTILITY EASEMENT
(#)	REFERENCE NUMBER	AC	ACRES
(123.45')	RECORD DATA AS NOTED	SF	SQUARE FEET
(T)	TOTAL		
(R)	RADIAL		
(M-M)	MONUMENT TO MONUMENT		
(M-PL)	MONUMENT TO PROPERTY LINE		
◉	FOUND STANDARD STREET MONUMENT		

REFERENCES:

(#) INDICATES REFERENCE NUMBER
(1) PARCEL MAP (25 PM 33)
(2) PARCEL MAP (15 PM 168)
(3) PARCEL MAP (6 PM 184)
(4) PARCEL MAP (6 PM 193)
(5) RECORD OF SURVEY (36 SURVEYS 118)
(6) TRACT 2829 (34 M&P 75)
(7) RECORD OF SURVEY (30 SURVEYS 18)
(8) PARCEL MAP (25 PM 195), CERTIFICATE OF CORRECTION (2014-113066)
(9) TRACT 3764 (42 M&P 43)
(10) LOT LINE ADJUSTMENT DEED (DN. 2017-058417)
(11) TRACT 3906
(12) TRACT 3872 (42 M&P 91)

BASIS OF BEARINGS:

THE LINE BEARING N00°13'39"W (CALCULATED) BETWEEN THE CITY OF TRACY CONTROL MONUMENTS GPS09 AND GPS16 OF THE CITY OF TRACY MODIFIED GRID SYSTEM, CALCULATED FROM THE CITY OF TRACY REPORT ON GPS SURVEY PREPARED BY ASSOCIATED CONSULTANTS GROUP, INC., ON FILE WITH THE CITY OF TRACY PUBLIC WORKS DEPARTMENTS, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP, SHOWN HEREON. DISTANCES SHOWN ARE GROUND DISTANCES.

NOTES

1. ALL DISTANCES SHOWN ARE MEASURED UNLESS OTHERWISE NOTED
2. SEE SHEET 2 FOR ADDITIONAL NOTES.
3. ALL FRONT CORNERS ARE TO BE REFERENCED WITH A NAIL AND TAG SET IN THE SIDEWALK, 1' FROM LOT CORNER ON SIDE LOT LINE PROJECTION. REAR CORNERS ARE TO BE REFERENCED WITH A REBAR AND CAP OR NAIL AND TAG.

TRACT NO. 3907

SUBDIVISIONS OF SAN JOAQUIN COUNTY, CALIFORNIA

ELLIS GARDENS - PHASE 3

BEING A SUBDIVISION OF PARCEL 3 AS DESCRIBED IN THAT CERTAIN DEED RECORDED MAY 24, 2017, AS DN. 2017-058417 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND PARCELS C AND D OF TRACT 3906 LYING WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 100' FEBRUARY 2019

100' 0' 50' 100' 200' 400'

GRAPHIC SCALE

NOTES

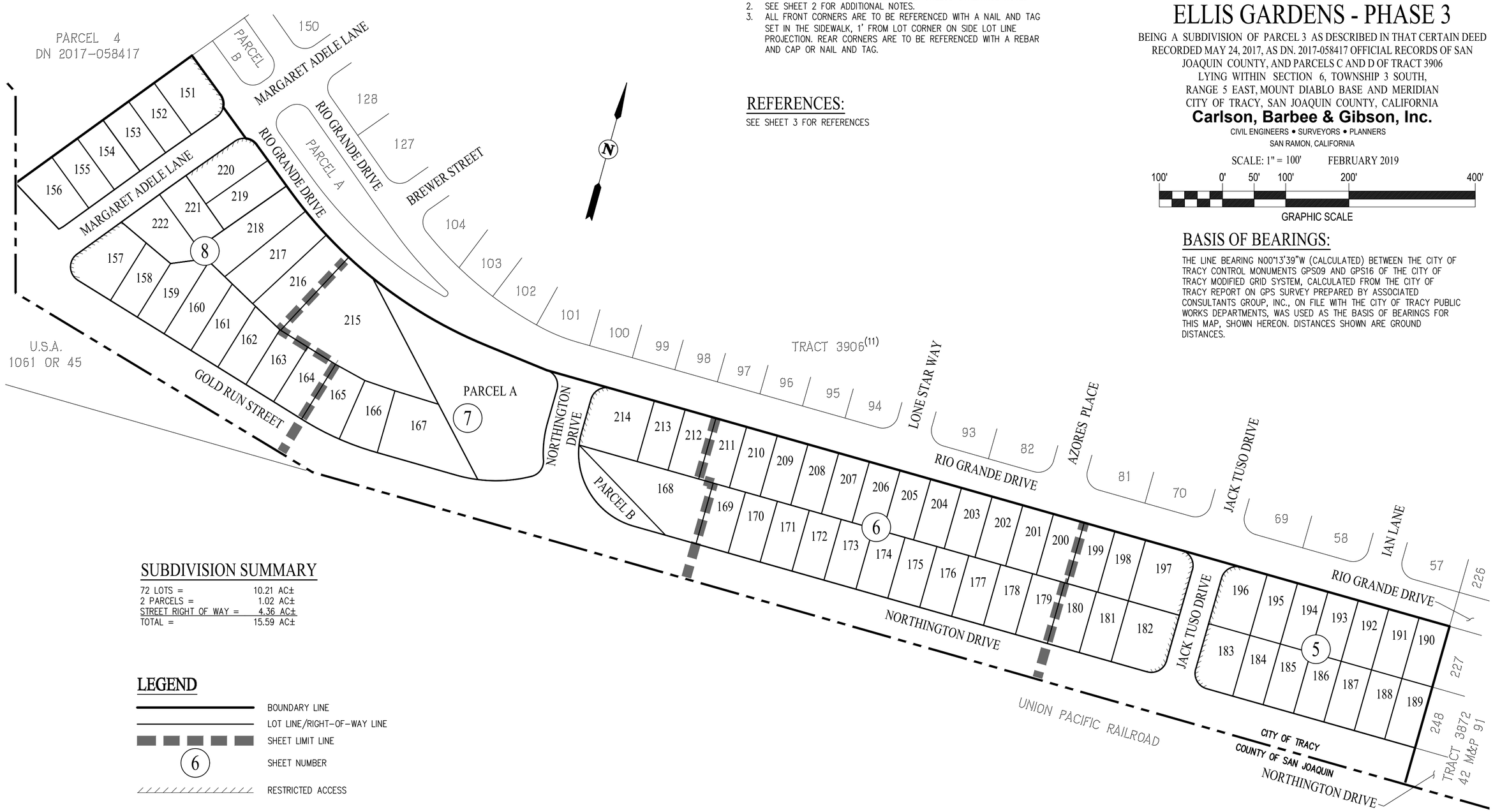
1. ALL DISTANCES SHOWN ARE MEASURED UNLESS OTHERWISE NOTED
2. SEE SHEET 2 FOR ADDITIONAL NOTES.
3. ALL FRONT CORNERS ARE TO BE REFERENCED WITH A NAIL AND TAG SET IN THE SIDEWALK, 1' FROM LOT CORNER ON SIDE LOT LINE PROJECTION. REAR CORNERS ARE TO BE REFERENCED WITH A REBAR AND CAP OR NAIL AND TAG.

REFERENCES:

SEE SHEET 3 FOR REFERENCES

BASIS OF BEARINGS:

THE LINE BEARING N00°13'39"W (CALCULATED) BETWEEN THE CITY OF TRACY CONTROL MONUMENTS GPS09 AND GPS16 OF THE CITY OF TRACY MODIFIED GRID SYSTEM, CALCULATED FROM THE CITY OF TRACY REPORT ON GPS SURVEY PREPARED BY ASSOCIATED CONSULTANTS GROUP, INC., ON FILE WITH THE CITY OF TRACY PUBLIC WORKS DEPARTMENTS, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP, SHOWN HEREON. DISTANCES SHOWN ARE GROUND DISTANCES.



SUBDIVISION SUMMARY

72 LOTS =	10.21 AC±
2 PARCELS =	1.02 AC±
STREET RIGHT OF WAY =	4.36 AC±
TOTAL =	15.59 AC±

LEGEND

- BOUNDARY LINE
- LOT LINE/RIGHT-OF-WAY LINE
- SHEET LIMIT LINE
- (6) SHEET NUMBER
- RESTRICTED ACCESS

BASIS OF BEARINGS:

THE LINE BEARING N00°13'39"W (CALCULATED) BETWEEN THE CITY OF TRACY CONTROL MONUMENTS GPS09 AND GPS16 OF THE CITY OF TRACY MODIFIED GRID SYSTEM, CALCULATED FROM THE CITY OF TRACY REPORT ON GPS SURVEY PREPARED BY ASSOCIATED CONSULTANTS GROUP, INC., ON FILE WITH THE CITY OF TRACY PUBLIC WORKS DEPARTMENTS, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP, SHOWN HEREON. DISTANCES SHOWN ARE GROUND DISTANCES.

NOTES

1. ALL DISTANCES SHOWN ARE MEASURED UNLESS OTHERWISE NOTED
2. SEE SHEET 2 FOR ADDITIONAL NOTES.
3. ALL FRONT CORNERS ARE TO BE REFERENCED WITH A NAIL AND TAG SET IN THE SIDEWALK, 1' FROM LOT CORNER ON SIDE LOT LINE PROJECTION. REAR CORNERS ARE TO BE REFERENCED WITH A REBAR AND CAP OR NAIL AND TAG.

REFERENCES:

SEE SHEET 3 FOR REFERENCES

LEGEND

	BOUNDARY LINE
	LOT LINE/RIGHT-OF-WAY LINE
	EASEMENT LINE
	MONUMENT LINE
	CITY LIMIT LINE
	TIE LINE
	RESTRICTED ACCESS
(#)	REFERENCE NUMBER
(123.45')	RECORD DATA AS NOTED
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE

◉	FOUND STANDARD STREET MONUMENT
●	FOUND MONUMENT AS NOTED
◎	SET STANDARD STREET MONUMENT, LS 7960
○	SET REBAR AND CAP, LS 7960
◉	FOUND STANDARD STREET MONUMENT, LS 8164, PER TRACT 3872 (42 M&P 91)
●	FOUND REBAR AND CAP, LS 8164, PER TRACT 3872 (42 M&P 91)
◎	STANDARD STREET MONUMENT, LS 7960 TO BE SET PER (11)
DN	DOCUMENT NUMBER
PUE	PUBLIC UTILITY EASEMENT
AC	ACRES
SF	SQUARE FEET

TRACT NO. 3907

SUBDIVISIONS OF SAN JOAQUIN COUNTY, CALIFORNIA

ELLIS GARDENS - PHASE 3

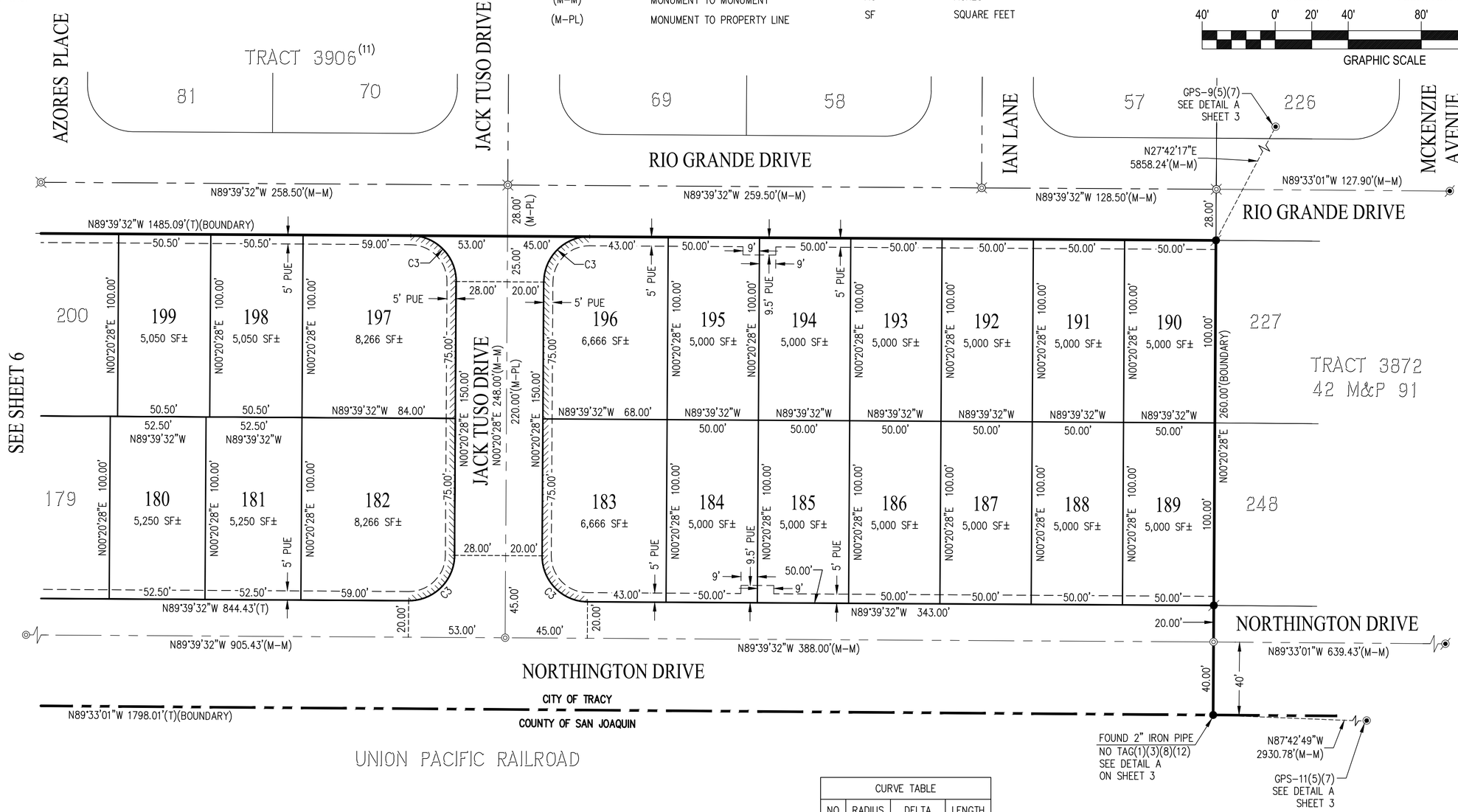
BEING A SUBDIVISION OF PARCEL 3 AS DESCRIBED IN THAT CERTAIN DEED RECORDED MAY 24, 2017, AS DN. 2017-058417 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND PARCELS C AND D OF TRACT 3906 LYING WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 40' FEBRUARY 2019

40' 0' 20' 40' 80' 160'

GRAPHIC SCALE



CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C3	25.00'	90°00'00"	39.27'

LEGEND

———	BOUNDARY LINE	●	FOUND MONUMENT AS NOTED
———	LOT LINE/RIGHT-OF-WAY LINE	◎	SET STANDARD STREET MONUMENT, LS 7960
– – – –	EASEMENT LINE	○	SET REBAR AND CAP, LS 7960
——— – – ———	MONUMENT LINE	⊙	FOUND STANDARD STREET MONUMENT, LS 8164, PER TRACT 3872 (42 M&P 91)
——— – – ———	CITY LIMIT LINE	⊙	FOUND REBAR AND CAP, LS 8164, PER TRACT 3872 (42 M&P 91)
----------	TIE LINE	⊗	STANDARD STREET MONUMENT, LS 7960 TO BE SET PER (11)
////////	RESTRICTED ACCESS	DN	DOCUMENT NUMBER
(#)	REFERENCE NUMBER	PUE	PUBLIC UTILITY EASEMENT
(123.45')	RECORD DATA AS NOTED	AC	ACRES
(T)	TOTAL	SF	SQUARE FEET
(R)	RADIAL		
(M–M)	MONUMENT TO MONUMENT		
(M–PL)	MONUMENT TO PROPERTY LINE		
◉	FOUND STANDARD STREET MONUMENT		

NOTES

1. ALL DISTANCES SHOWN ARE MEASURED UNLESS OTHERWISE NOTED
2. SEE SHEET 2 FOR ADDITIONAL NOTES.
3. ALL FRONT CORNERS ARE TO BE REFERENCED WITH A NAIL AND TAG SET IN THE SIDEWALK, 1' FROM LOT CORNER ON SIDE LOT LINE PROJECTION. REAR CORNERS ARE TO BE REFERENCED WITH A REBAR AND CAP OR NAIL AND TAG.

BASIS OF BEARINGS:

THE LINE BEARING N00°13'39"W (CALCULATED) BETWEEN THE CITY OF TRACY CONTROL MONUMENTS GPS09 AND GPS16 OF THE CITY OF TRACY MODIFIED GRID SYSTEM, CALCULATED FROM THE CITY OF TRACY REPORT ON GPS SURVEY PREPARED BY ASSOCIATED CONSULTANTS GROUP, INC., ON FILE WITH THE CITY OF TRACY PUBLIC WORKS DEPARTMENTS, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP, SHOWN HEREON. DISTANCES SHOWN ARE GROUND DISTANCES.

TRACT NO. 3907

SUBDIVISIONS OF SAN JOAQUIN COUNTY, CALIFORNIA

ELLIS GARDENS - PHASE 3

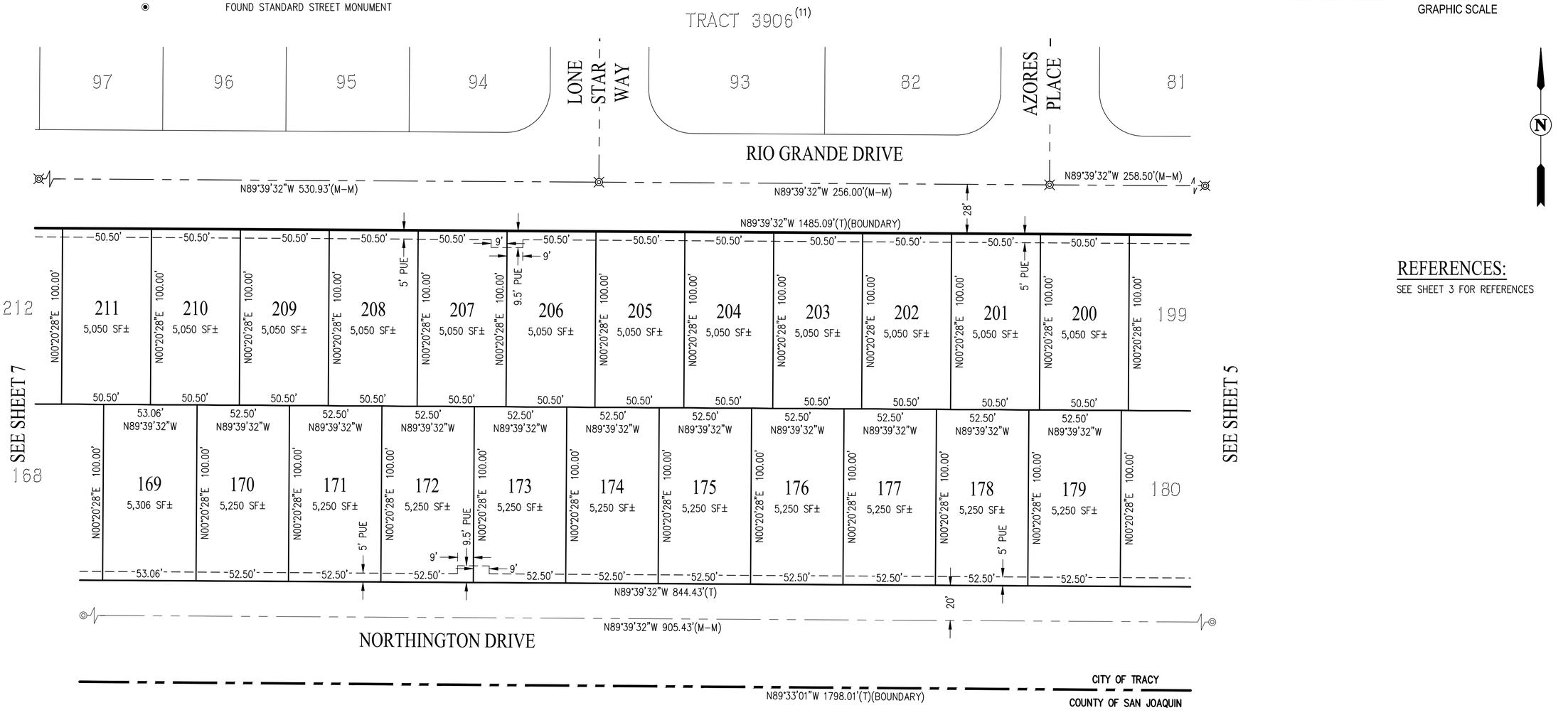
BEING A SUBDIVISION OF PARCEL 3 AS DESCRIBED IN THAT CERTAIN DEED RECORDED MAY 24, 2017, AS DN. 2017-058417 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND PARCELS C AND D OF TRACT 3906 LYING WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 40' FEBRUARY 2019

40' 0' 20' 40' 80' 160'

GRAPHIC SCALE



REFERENCES:

SEE SHEET 3 FOR REFERENCES

TRACT NO. 3907

SUBDIVISIONS OF SAN JOAQUIN COUNTY, CALIFORNIA

ELLIS GARDENS - PHASE 3

BEING A SUBDIVISION OF PARCEL 3 AS DESCRIBED IN THAT CERTAIN DEED RECORDED MAY 24, 2017, AS DN. 2017-058417 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND PARCELS C AND D OF TRACT 3906 LYING WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 40' FEBRUARY 2019

40' 0' 20' 40' 80' 160'

GRAPHIC SCALE

NOTES

1. ALL DISTANCES SHOWN ARE MEASURED UNLESS OTHERWISE NOTED
2. SEE SHEET 2 FOR ADDITIONAL NOTES.
3. ALL FRONT CORNERS ARE TO BE REFERENCED WITH A NAIL AND TAG SET IN THE SIDEWALK, 1' FROM LOT CORNER ON SIDE LOT LINE PROJECTION. REAR CORNERS ARE TO BE REFERENCED WITH A REBAR AND CAP OR NAIL AND TAG.
4. SEE SHEET 3 FOR EXISTING EASEMENT DIMENSIONS

LEGEND

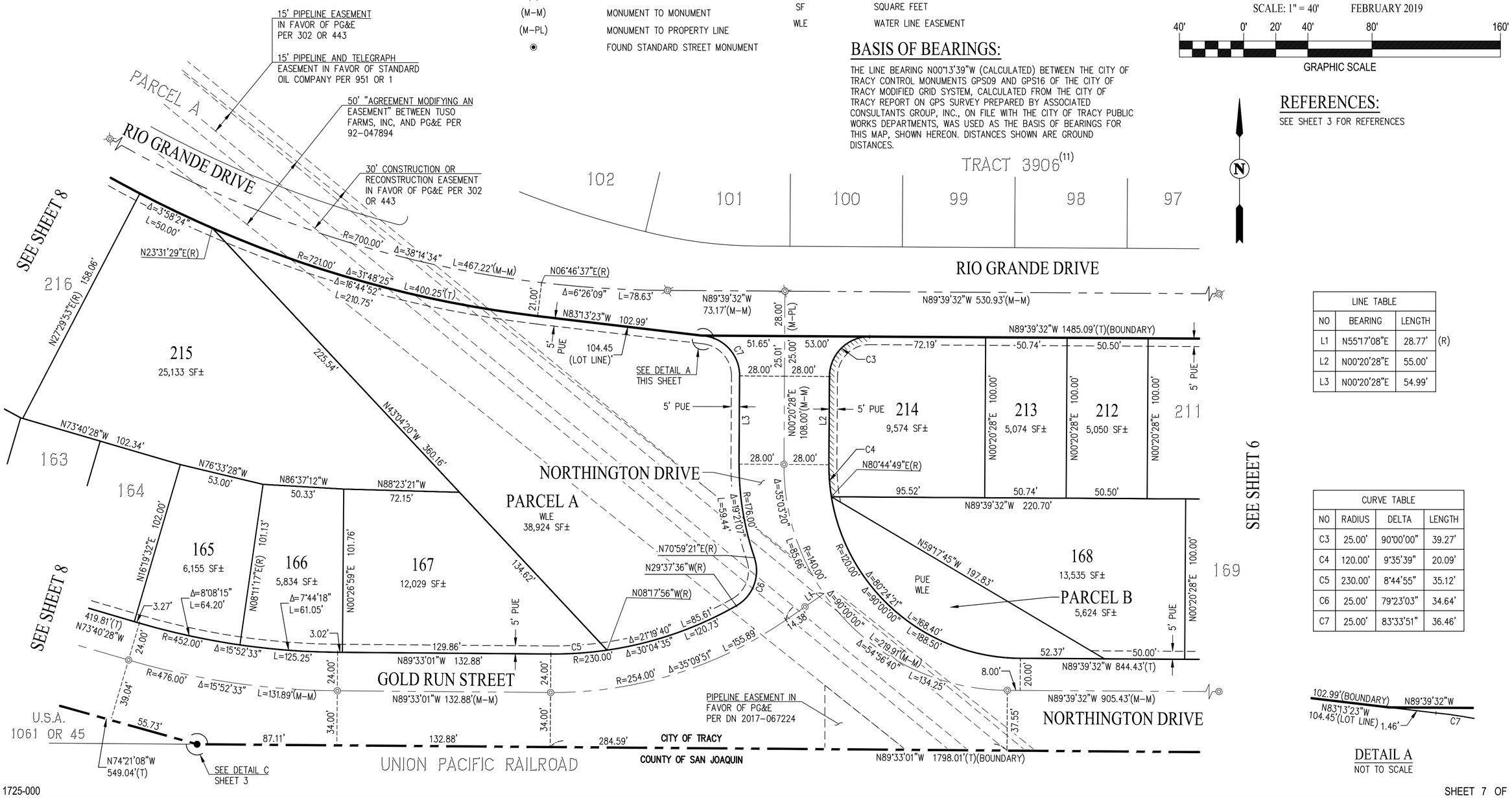
	BOUNDARY LINE
	LOT LINE/RIGHT-OF-WAY LINE
	EASEMENT LINE
	MONUMENT LINE
	CITY LIMIT LINE
	TIE LINE
	RESTRICTED ACCESS
(#)	REFERENCE NUMBER
(123.45')	RECORD DATA AS NOTED
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
◉	FOUND STANDARD STREET MONUMENT
●	FOUND MONUMENT AS NOTED
◎	SET STANDARD STREET MONUMENT, LS 7960
○	SET REBAR AND CAP, LS 7960
⊙	FOUND STANDARD STREET MONUMENT, LS 8164, PER TRACT 3872 (42 M&P 91)
●	FOUND REBAR AND CAP, LS 8164, PER TRACT 3872 (42 M&P 91)
⊗	STANDARD STREET MONUMENT, LS 7960 TO BE SET PER (11)
DN	DOCUMENT NUMBER
PUE	PUBLIC UTILITY EASEMENT
AC	ACRES
SF	SQUARE FEET
WLE	WATER LINE EASEMENT

BASIS OF BEARINGS:

THE LINE BEARING N00°13'39"W (CALCULATED) BETWEEN THE CITY OF TRACY CONTROL MONUMENTS GPS09 AND GPS16 OF THE CITY OF TRACY MODIFIED GRID SYSTEM, CALCULATED FROM THE CITY OF TRACY REPORT ON GPS SURVEY PREPARED BY ASSOCIATED CONSULTANTS GROUP, INC., ON FILE WITH THE CITY OF TRACY PUBLIC WORKS DEPARTMENTS, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP, SHOWN HEREON. DISTANCES SHOWN ARE GROUND DISTANCES.

REFERENCES:

SEE SHEET 3 FOR REFERENCES



LINE TABLE			
NO	BEARING	LENGTH	
L1	N55°17'08"E	28.77'	(R)
L2	N00°20'28"E	55.00'	
L3	N00°20'28"E	54.99'	

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C3	25.00'	90°00'00"	39.27'
C4	120.00'	9°35'39"	20.09'
C5	230.00'	8°44'55"	35.12'
C6	25.00'	79°23'03"	34.64'
C7	25.00'	83°33'51"	36.46'

DETAIL A
NOT TO SCALE

TRACT NO. 3907

SUBDIVISIONS OF SAN JOAQUIN COUNTY, CALIFORNIA

ELLIS GARDENS - PHASE 3

BEING A SUBDIVISION OF PARCEL 3 AS DESCRIBED IN THAT CERTAIN DEED RECORDED MAY 24, 2017, AS DN. 2017-058417 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND PARCELS C AND D OF TRACT 3906 LYING WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

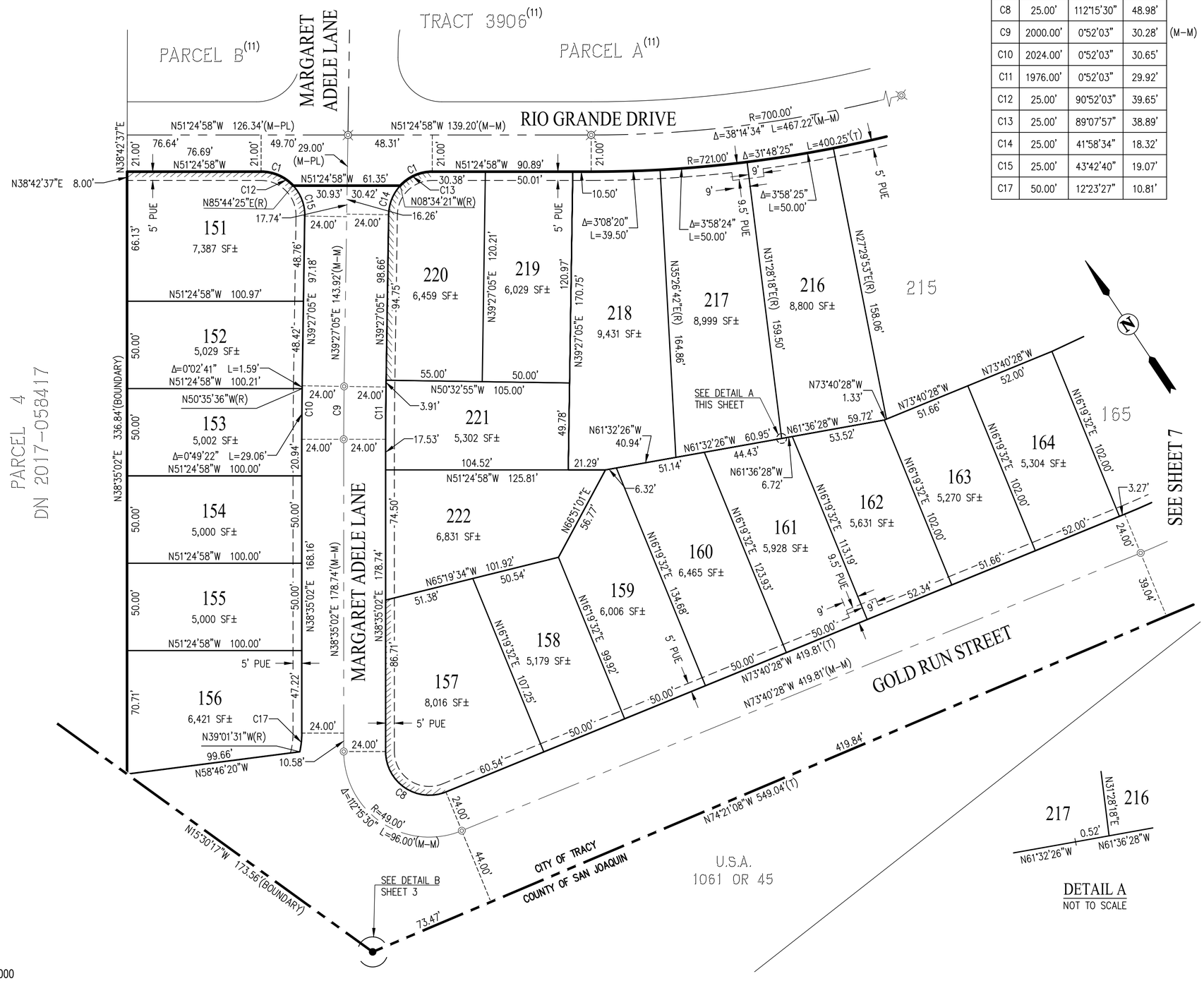
SCALE: 1" = 40' FEBRUARY 2019

40' 0' 20' 40' 80' 160'
GRAPHIC SCALE

NOTES

1. ALL DISTANCES SHOWN ARE MEASURED UNLESS OTHERWISE NOTED
2. SEE SHEET 2 FOR ADDITIONAL NOTES.
3. ALL FRONT CORNERS ARE TO BE REFERENCED WITH A NAIL AND TAG SET IN THE SIDEWALK, 1' FROM LOT CORNER ON SIDE LOT LINE PROJECTION. REAR CORNERS ARE TO BE REFERENCED WITH A REBAR AND CAP OR NAIL AND TAG.

CURVE TABLE				
NO	RADIUS	DELTA	LENGTH	
C1	25.00'	47°09'23"	20.58'	
C8	25.00'	112°15'30"	48.98'	
C9	2000.00'	0°52'03"	30.28'	(M–M)
C10	2024.00'	0°52'03"	30.65'	
C11	1976.00'	0°52'03"	29.92'	
C12	25.00'	90°52'03"	39.65'	
C13	25.00'	89°07'57"	38.89'	
C14	25.00'	41°58'34"	18.32'	
C15	25.00'	43°42'40"	19.07'	
C17	50.00'	12°23'27"	10.81'	



DETAIL A
NOT TO SCALE

BASIS OF BEARINGS:

THE LINE BEARING N00°13'39"W (CALCULATED) BETWEEN THE CITY OF TRACY CONTROL MONUMENTS GPS09 AND GPS16 OF THE CITY OF TRACY MODIFIED GRID SYSTEM, CALCULATED FROM THE CITY OF TRACY REPORT ON GPS SURVEY PREPARED BY ASSOCIATED CONSULTANTS GROUP, INC., ON FILE WITH THE CITY OF TRACY PUBLIC WORKS DEPARTMENTS, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP, SHOWN HEREON. DISTANCES SHOWN ARE GROUND DISTANCES.

LEGEND

	BOUNDARY LINE
	LOT LINE/RIGHT-OF-WAY LINE
	EASEMENT LINE
	MONUMENT LINE
	CITY LIMIT LINE
	TIE LINE
	RESTRICTED ACCESS
(#)	REFERENCE NUMBER
(123.45')	RECORD DATA AS NOTED
(T)	TOTAL
(R)	RADIAL
(M–M)	MONUMENT TO MONUMENT
(M–PL)	MONUMENT TO PROPERTY LINE
◉	FOUND STANDARD STREET MONUMENT
●	FOUND MONUMENT AS NOTED
◎	SET STANDARD STREET MONUMENT, LS 7960
○	SET REBAR AND CAP, LS 7960
⊙	FOUND STANDARD STREET MONUMENT, LS 8164, PER TRACT 3872 (42 M&P 91)
●	FOUND REBAR AND CAP, LS 8164, PER TRACT 3872 (42 M&P 91)
⊗	STANDARD STREET MONUMENT, LS 7960 TO BE SET PER (11)
DN	DOCUMENT NUMBER
PUE	PUBLIC UTILITY EASEMENT
AC	ACRES
SF	SQUARE FEET
WLE	WATER LINE EASEMENT

REFERENCES:

SEE SHEET 3 FOR REFERENCES

Recorded at the request of
and after recording, return to:
City Clerk, City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
(No recording fee, under Government Code §27383)

City of Tracy
SUBDIVISION IMPROVEMENT AGREEMENT
Ellis Gardens Tract 3907

This Subdivision Improvement Agreement (Agreement or SIA) is entered into between the City of Tracy, a municipal corporation (City), and Woodside 05N, LP, a California Limited Partnership (Subdivider).

Recitals

A. The Subdivider is currently the owner of the real property located at the western terminus of Northington Drive (hereinafter "Property"), and more particularly described in Exhibit "A", attached and incorporated herein by its reference.

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 (Final Map) for the Project known as Ellis Gardens Phase 3, Tract 3907 (the "Project"). The Final Map was approved by the City Council on _____, 2019, by Resolution No. _____, is on file with the City Clerk, and is incorporated here by reference.

C. The Project is geographically located within the boundaries of the Tentative Map known as Tract 3907 (Tentative Map). The Tentative Map was prepared by The Surland Companies (the "Project Proponent") and approved by the Planning Commission on May 11, 2017, by Resolution No. 2017-015, is on file with the City Clerk, and is incorporated here by reference.

D. The Tentative Map approval was subject to certain conditions of approval (Conditions). The Conditions are attached here as Exhibit "B" and incorporated by reference.

E. Among other things, the Conditions describe improvements that are required for approval of the Final Map under 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 approved by the City Engineer. They describe in more detail the improvements that are required for approval of the Final Map. The Plans and Specifications, as approved by the City Engineer, are on file with the City Engineer, and are incorporated here by reference. The term "Plans and Specifications" includes: Ellis Gardens Phases 1-3 Improvement Plans, Tracts 3877, 3906, & 3907 prepared by CBG.

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

Now therefore, the parties agree as follows:

1. **Scope of Work; Location.** The Subdivider shall perform, or cause to be performed, the Work described in the Plans and Specifications and the Conditions (Work), to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at 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 authorized by Tracy Municipal Code section 12.36.060(f).

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

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

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

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

   2.3 **Completion of Work.** The Subdivider shall complete all Work by no later than 365 days after the City's execution of this Agreement.

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

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

3.1 **Faithful Performance** security in the amount of **$2,850,000** to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as complete) under Government Code sections 66499.1, 66499.4, and 66499.9.

3.2 **Labor and Material** security in the amount of **$2,850,000** to secure payment by the Subdivider to laborers and materialmen under Government Code sections 66499.2, 66499.3, and 66499.4.

3.3 **Warranty** security in the amount of **$285,000** to secure faithful performance of this **Agreement** for one year from the date on which the City Council accepts the Work as complete, under Government Code sections 66499.1, 66499.4, and 66499.9.

3.4 **Monumentation** security in the amount of **$18,000** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

4. **Indemnification.** Subdivider shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Subdivider's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "Subdivider" means the Subdivider, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses in connection therein); and "Arising out of" includes "pertaining to" and "relating to".

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

5. **Insurance.** Concurrently with the execution of this Agreement by the Subdivider, and before beginning any Work, the Subdivider shall furnish evidence to the City that all of the following insurance requirements have been satisfied.

5.1 **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 here.

5.2 **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than $4,000,000 general aggregate and $2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage. The Subdivider shall also provide proof of "products/completed operations" coverage by renewing its General Commercial Liability coverage for at least three years after completion of the project.

5.3 **Automobile Liability** (with coverage at least as broad as ISO form CA 00 01, for "any auto") coverage shall be maintained in an amount not less than $2,000,000 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. Subdivider shall obtain endorsements to the commercial general liability with the following provisions:

5.5.1 The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured.

5.5.2 For any claims related to this Agreement, 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.

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

5.7 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, with an AM Best rating of at least A-:VII.

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

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

5.10 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.

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

7. Default.

7.1 Notice. If Subdivider is in default of this Agreement, as defined in Section 10.2, the City Engineer shall provide written notice to the Subdivider and the Subdivider's surety (if any) describing the default.

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

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

7.2.2 The Subdivider abandons the Project site.

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

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

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

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

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

7.3.2 Demand the Subdivider complete performance of the Work.

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

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

9. **Inspection by the City; Fees.** 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 where portions of the Work are in preparation.

Concurrently with the execution of this Agreement by the Subdivider, and prior to the commencement of any Work, the Subdivider shall pay the City an Inspection deposit toward costs in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer). In the event that the City'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 15%) is less than the amount of Inspection costs paid , the City shall reimburse the cost difference between the Inspection costs previously paid and the actual costs of inspecting the Work, if it is more than the amount of the Inspections costs paid the Subdivider shall pay the difference between the Inspection costs previously paid and the actual costs of inspecting the Work.

10. **Subdivider's Authorized Representative.** At all times during the progress of the Work, Subdivider shall have a competent foreperson or superintendent (Superintendent) on site

with authority to act on behalf of the Subdivider. The Subdivider shall, at all times, keep the City Engineer informed in writing of the names and telephone numbers of: (a) the Superintendent; and (b) all contractors and subcontractors performing the Work.

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

12. **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. If during the one year warranty period any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of the Subdivider, the Subdivider shall be in default.

13. **Miscellaneous.**

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

To City:

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

With a copy to:

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

To Subdivider:

Woodside 05N, LP
Attn: Jim Bayless
111 Woodmere Road, Suite 190
Folsom, CA 95630
Email: JimB@WoodsideHomes.com

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

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

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

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

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

13.6 Attorney's Fees. If legal action is begun to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

13.7 Permits, Licenses, and Compliance with Law. The Subdivider shall, at the Subdivider's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Before City signs the Agreement, the Subdivider shall obtain a City of Tracy Business License. The Subdivider shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

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

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

[remainder of this page intentionally left blank]

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

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

City of Tracy

_____

Robert Rickman, Mayor

Date: _____

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

Attest:

_____

By: Adrianne Richardson, City Clerk

Approved As To Form:

_____

By: Thomas T. Watson, City Attorney

Subdivider

WOODSIDE:

WOODSIDE 05N, LP, a California limited partnership

By: WDS GP, Inc.,
a California corporation
its General Partner

By: _____
Scott Hoisington
Vice President

Date: _____

Federal Employer Tax ID No. 26-3036658

Exhibit A: Legal Description
B: Conditions of Approval

EXHIBIT "A"
Page 1 of 1

OCTOBER 4, 2018
JOB NO.: 1725-000

PROPERTY DESCRIPTION
TRACT 3907
ELLIS GARDENS - PHASE 3
TRACY, CALIFORNIA

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

BEING A PORTION OF PARCEL ONE, AS SAID PARCEL ONE IS DESCRIBED IN THAT CERTAIN DEED RECORDED JANUARY 23, 2014, AS DOCUMENT NO. 2014-007309 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERN CORNER OF SAID PARCEL ONE (2014-007309);

THENCE FROM SAID POINT OF BEGINNING, ALONG THE EASTERN LINE OF SAID PARCEL ONE (2014-007309), NORTH 00°20'28" EAST (THE BEARING OF SAID EASTERN LINE BEING TAKEN AS NORTH 00°20'28" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 260.00 FEET;

THENCE, LEAVING SAID EASTERN LINE OF PARCEL ONE (2014-007309), NORTH 89°39'32" WEST 1,517.93 FEET;

THENCE, ALONG THE ARC OF A TANGENT 700.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 38°14'34", AN ARC DISTANCE OF 467.22 FEET;

THENCE, NORTH 51°24'58" WEST 274.05 FEET;

THENCE, SOUTH 38°35'02" WEST 336.84 FEET TO A POINT ON THE SOUTHERN LINE OF SAID PARCEL ONE (2014-007309);

THENCE, ALONG SAID SOUTHERN LINE OF PARCEL ONE (2014-007309), THE FOLLOWING THREE (3) COURSES:

1) SOUTH 15°30'17" EAST 173.56 FEET,

2) SOUTH 74°21'08" EAST 549.04 FEET, AND

3) SOUTH 89°33'01" EAST 1,798.01 FEET TO SAID POINT OF BEGINNING.

SAID LAND BEING FURTHER KNOWN AS 'PARCEL 3', PURSUANT TO THAT CERTAIN 'CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT (LLA NO. MS 16-0007)', RECORDED MAY 24, 2017, IN OFFICIAL RECORDS OF SAN JOAQUIN COUNTY UNDER RECORDER'S SERIAL NUMBER 2017-058416.

END OF DESCRIPTION

EXHIBIT B
Page 1 of 25

City of Tracy
Conditions of Approval
Ellis Phase 2 (The Gardens)
Tentative Subdivision Map
Application Number TSM16-0003
May 10, 2017

These Conditions of Approval shall apply to the Tentative Subdivision Map for Ellis Phase 2 (The Gardens), Application Number TSM16-0003, consisting of approximately 171 acres in the Ellis Specific Plan Area, including approximately 356 residential lots and 9 other parcels, located between Corral Hollow Road and Lammers Road in the vicinity of Ellis Town Drive, Assessor's Parcel Numbers 240-140-16, 18, 22 and 23.

A. The following definitions shall apply to these Conditions of Approval:

1. "Applicant" means any person, or other legal entity, defined as a "Subdivider".

2. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed engineer designated by the City Manager, the Development Services Director, or the City Engineer, to perform the duties set forth herein.

3. "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.

4. "EFIP" means the finance and implementation plan (titled "Ellis Program Area Finance and Implementation Plan") approved by the City Council on August 20, 2013 by Resolution 2013-136, and any amendments.

5. "EDA" means the development agreement (titled "Amended and Restated Development Agreement by and between the City of Tracy and Surland Communities, LLC") approved by the City Council on March 19, 2013 by the adoption of Ordinance 1182, and any amendments.

6. "ESP" means the specific plan (titled "Modified Ellis Specific Plan") approved by the City Council on January 22, 2013 by Resolution 2013-012, and any amendments.

7. "EEIR" means the Final Environmental Impact Report (titled "City of Tracy Modified Ellis Project Final Revised Environmental Impact Report"), bearing the State Clearing House Number 2012022023, certified by the City Council on January 22, 2013 by Resolution 2013-011, as adequate and in compliance with the California Environmental Quality Act (CEQA).

8. "Applicable Law" shall have the meaning set forth in section 1.03 of the EDA.

9. "Conditions of Approval" or "Conditions" means these conditions of approval.

10. "Project" means the Tentative Subdivision Map for Ellis Phase 2 (The Gardens), Application Number TSM16-0003, consisting of approximately 171 acres in the

ESP Area, including approximately 356 residential lots and 9 other parcels, located between Corral Hollow Road and Lammers Road in the vicinity of Ellis Town Drive, Assessor's Parcel Numbers 240-140-16, 18, 22 and 23.

11. "Property" means the property shown on the Tentative Subdivision Map for Ellis Phase 2 (The Gardens), Application Number TSM16-0003, consisting of approximately 171 acres in the ESP Area, including approximately 356 residential lots and 9 other parcels, located between Corral Hollow Road and Lammers Road in the vicinity of Ellis Town Drive, Assessor's Parcel Numbers 240-140-16, 18, 22 and 23.

12. "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 the Developer, which shall include the Owner as described in the Preamble to the EDA, and all successors in interest.

B. Planning Division Conditions of Approval

1. Compliance with laws. The Subdivider shall comply with all Applicable Law.

2. Mitigation Measures. The Subdivider shall comply with all mitigation measures applicable to the Project in the EEIR, which was certified by the City Council on January 22, 2013 (SCH#2012022023).

3. 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 commence on the date of the conditional approval of this Project. If the Subdivider fails to file a protest of the Exactions within this 90-day period, which protest complies with all of the requirements of Government Code Section 66020, 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 Developer.

4. Conformance with Tentative Subdivision Map. All Final Maps shall be in substantial conformance with the approved Tentative Subdivision Map, which was date stamped as received by the Development Services Department on April 21, 2017, and approved by the Planning Commission on May 10, 2017, unless modified herein by these Conditions of Approval.

5. Deed Notice regarding Airport Land Use. Before approval of each Final Map, the Subdivider shall include the following Deed Notice on the Final Map, to the satisfaction of the Development Services Director and consistent with the San

Joaquin County Airport Land Use Commission's Airport Land Use Compatibility Plan:

> The San Joaquin County Airport Land Use Commission's Airport Land Use Compatibility Plan identifies the Tracy Municipal Airport's Airport Influence Area. Properties within this area are routinely subject to overflights by aircraft using this public-use airport and, as a result, residents may experience inconvenience, annoyance, or discomfort arising from the noise of such operations. State law (Public Utilities Code Section 21670 et seq.) establishes the importance of public use airports to the public interest of the people of the State of California. Residents of property near such airports should therefore be prepared to accept the inconvenience, annoyance, or discomfort from normal aircraft operations. Residents also should be aware that the current volume of aircraft activity may increase in the future. Any subsequent deed conveying this parcel or subdivisions thereof shall contain a statement in substantially this form.

6. Annexation to City of Tracy Community Facilities District No. 2016-2 (ECFD). Before final inspection or occupancy of the first dwelling (except for up to twelve model homes), the Subdivider shall, at its expense, annex, or cause to be annexed, the Property into the City of Tracy Community Facilities District No. 2016-2 (ECFD) (herein, the "CFD"). The Property is identified as part of the "Future Annexation Area" of the CFD, and therefore shall be annexed using the unanimous consent provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"). The Property may be annexed to an existing improvement area or to a new improvement area of the CFD, as contemplated by the proceedings forming the CFD. In annexing the Property to the CFD through the unanimous consent process, the Subdivider will authorize the recordation of a Notice of Special Tax Lien on the Property evidencing the lien of the CFD. Upon successful annexation, the Property will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment approved for the improvement area in which the Property is annexed. The CFD, including any new improvement area in which the Property is annexed, is authorized to finance both public facilities and public landscaping. If funds are needed to pay for facilities or services authorized to be funded by the CFD before the CFD has collected sufficient special taxes from the Property to fully pay for such facilities or services in accordance with the Rate and Method of Apportionment, the Ellis CFD budget for landscape strips, and parks, and in accordance with the Ellis maintenance manual guidelines, the Subdivider shall deposit with the City, prior to the final inspection of, or issuance of a certificate of occupancy for (whichever occurs first), the first residential unit in the Project (except for up to twelve model homes), an amount mutually agreed upon by the City and Subdivider to fund the facilities and/or services until such time as the CFD has collected sufficient special taxes from the Property to fund such facilities and/or services in accordance with the Rate and Method of Apportionment, and Ellis CFD budget for landscape strips, and parks that require funding. Compliance with this Condition No. 6 shall satisfy the requirements for a funding mechanism for public landscaping of the Property.

C. Engineering Division Conditions of Approval

C.1. General Conditions

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

a. Specific Plan, titled "*Modified Ellis Specific Plan*" ("ESP") approved by the City Council on January 22, 2013 by Resolution 2013-012, and any subsequent amendments.

b. Finance and implementation plan titled "*Ellis Program Area Finance and Implementation Plan*" ("EFIP") approved by the City Council on August 20, 2013 by Resolution 2013-136, and any amendments.

c. Development agreement title "Amended and Restated Development Agreement by and between City of Tracy and Surland Communities, LLC" ("EDA") approved by the City Council on March 19, 2013 by the adoption of Ordinance 1182, and any amendments, including Resolution 2016-188 approving an agreement to Toll and Extend the Land Dedication Acceptance period, approved by City Council on September 6, 2016

d. Final Environmental Impact Report titled "*City of Tracy Modified Ellis Project Final Revised Environmental Impact Report*" (EEIR"), bearing the State Clearing House Number 2012022023, certified by the City Council on January 22, 2013 by Resolution 2013-011, as adequate and in compliance with California Environmental Quality Act (CEQA).

e. *Ellis Program Sub-Basin – Final Storm Drainage Technical Report* dated September 2012 and *Reevaluation of program Storm Drainage Infrastructure* dated August 4, 2015 by Storm Water Consulting, Inc., any subsequent amendments. ("Storm Drainage Technical Report").

f. *Specific Plan Water System Analysis*, dated August 14, 2013 by West Yost and Associates. (ESP Water Report).

g. *Hydraulic Evaluation of Ellis Specific Plan Phase 2 – The Gardens*, dated December 9, 2016 by West Yost and Associates, and any subsequent amendments. ("Ellis Phase 2 Water Report")

h. City of Tracy Wastewater Master Plan/Corral Hollow Sewer Analysis dated March 2012 by CH2MHill, and any subsequent amendments.

i. *Ellis-Jefferson School Circulation* Technical Memorandum, prepared by TJKM, dated January 12, 2017, and any subsequent amendments.

j. *Ellis Phase 2 Circulation and Intersection Geometry Review,* dated March 28, 2017, prepared by TJKM, and any subsequent amendments. ("Traffic Study")

C.2. Final Map

No Final Map within the Project boundaries will be approved by the City 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.2.1. Subdivider has submitted one (1) reproducible copy of the approved tentative subdivision map for the Project within ten (10) days 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 means consent to the preparation of the Tentative Subdivision Map and the proposed subdivision of the Property.

C.2.2. Each Final Map is prepared in accordance with the applicable requirements of the Tracy Municipal Code, these Conditions of Approval, the Ellis Specific Plan ("ESP"), Ellis Finance & Implementation Plan ("EFIP"), the Ellis Development Agreement ("EDA"), and in substantial conformance with the Tentative Subdivision Map.

C.2.3. Each Final Map includes and shows offer(s) of dedication of all right(s)-of-way and/or temporary or permanent easement(s) required to construct and serve the Project described by the Improvement Plans and Final Map, in accordance with Applicable Laws and these Conditions of Approval. If construction easement(s) is/are shown, it/they shall indicate the termination of the construction easement(s).

a. The Subdivider shall dedicate a 5-foot wide Public Utility Easement (PUE) along the lot frontages within the Property, the installation, repair, use, operation, and maintenance of other public utilities such as electric, gas, telephone, cable TV, and others. Larger private utility structures may require additional PUE "bump outs" to accommodate the structures.

b. The Subdivider shall coordinate with the respective owner(s) of the utilities including but not limited to PG&E, AT&T, and Comcast, for the design and installation of these utilities within the Property. Engineering design and construction details of these utilities must be prepared as part of the joint utility trench plans to be submitted for City's review.

c. The Subdivider shall obtain the approval of all other public agencies with jurisdiction over the required public facilities.

d. Subdivider shall submit documentation for vacation or abandonment of existing easements that are shown on the Tentative Map to be abandoned.

C.2.4. If multiple final maps are to be filed, the Improvement Plans, as described above, must be prepared with a detailed phasing plan showing construction limits and logical sequence or order of constructing street and utilities improvements. The phasing plan shall clearly identify the improvements to be constructed with each construction phase.

C.2.5. 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.2.6. Subdivider has submitted a signed and stamped Engineer's Estimate that shows construction cost of subdivision improvements to be dedicated to the City.

C.2.7. Subdivider has submitted a signed and notarized Subdivision Improvement Agreement (SIA) and Improvement Security, for the completion of improvements that are required to serve the Project as shown on the Improvement Plans. The form and amount of Improvement Security shall be in accordance with the Applicable Law and the SIA.

C.2.8. 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 Applicable Laws.

C.2.9. Subdivider has submitted technical or materials specifications, cost estimates, and technical reports related to the design of improvements that are shown on the Improvement Plans and as required by these Conditions of Approval.

C.2.10. Subdivider has submitted hydrologic and storm drainage calculations for the design and sizing of in-tract storm drainage pipes and the temporary storm drainage retention basin (if required).

C.2.11. Subdivider in accordance with the terms of the ESP including Section 5.2, Option A shall be required to submit a signed and notarized Park Improvement Agreement (PIA) and Improvement Security, for the construction of the neighborhood park improvements described in Condition C.5.13, below. The form and amount of Improvement Security shall be in accordance with, Applicable Law, the EDA, ESP, EFIP, and the PIA.

C.2.12. Subdivider has submitted signed and stamped Improvement Plans as required in Condition C.5, below.

C.3 Grading Permit

The City will accept a grading permit application for the Project prior to the Final Map being approved by the City Council, if the Subdivider 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, and in accordance with the EDA, ESP, and EFIP, including, but not limited to, the following:

C.3.1. 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 and Geotechnical Engineer.

a. The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Building Official and Fire Code Official. prior to submitting the mylars to Engineering Division for City Engineer's approval.

b. Prior to the issuance of Grading Permit for the Project, Subdivider shall submit improvement plans and secure at least two plan reviews.

c. 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.

(i) The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, pavement design recommendations, percolation rate, and elevation of the highest observed groundwater level.

d. 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#).

(i) After the completion of the Project, the Subdivider is responsible for filing the Notice of Termination (NOT) required by SWQCB. The Subdivider shall provide the City with a copy of the completed Notice of Termination.

(ii) The cost of preparing the SWPPP, NOI and NOT, including the filing fee of the NOI and NOT, shall be paid by the Subdivider.

(iii) The Subdivider shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the applicable provisions of the, ESP, EFIP, EDA, and City's Storm Water Management Program.

e. Permit(s), agreement(s) and approval of other public agencies that has jurisdiction over the required public facilities, if applicable.

f. 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 4.3-1b of the Modified Specific Plan Mitigation Monitoring and Reporting Program.

g. Reasonable written permission from irrigation district or affected owner(s), if applicable as required in Condition C.12.3, below. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider, if required.

h. The existing well serving the single-family residence at Lammers Road, shall be abandoned, and/or removed in accordance with the City and San Joaquin County requirements at the time the residence is demolished. 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.

i. Payment of applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval, subject to the PICRA.

C.4. Encroachment Permit

Applications for encroachment permit may be accepted by the City as complete prior to the Final Map being approved by the City Council if the Subdivider provides all relevant documents related to said encroachment permit required by the applicable City Regulations and these Conditions of Approval, to the reasonable satisfaction of the City Engineer, including, but not limited to, the following:

C.4.1. 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 Engineer, Traffic Engineer, Electrical Engineer, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

a. The Subdivider shall obtain all applicable signatures by City departments (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.

C.4.2. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

C.4.3. Traffic Control Plan, if necessary, shall be prepared under the supervision of and signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California.

C.4.4. 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.

C.4.5. If required, signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of off-site 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), the ESP, EDA, EFIP, and the OIA. The Subdivider's obligations in the OIA shall be deemed to be satisfied upon City Council's acceptance of the public improvements and release of the Improvement Security.

C.4.6. Check or wire 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. The fees shall be in accordance with the EDA, applicable law, and the Program Improvements Credit and Reimbursement Agreement ("PICRA").

C.5. Improvement Plans

C.5.1. General: 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 Engineer, Traffic Engineer if applicable, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

The Improvement Plans including the Grading and Drainage Plans prepared in accordance with the ESP, EDA, EFIP, and 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 ESP, EDA, EFIP, and the City Design Documents, and these Conditions of Approval.

a. The Improvement Plans shall be prepared in mylar with the City of Tracy standard title and signature block.

b. The Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylar

including signatures by the Chief Building Official and Fire Code Official or Fire Safety Officer, prior to submitting the mylars to Engineering Division for City Engineer's approval.

C.5.2. 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, 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 storm water treatment in accordance with the ESP, EFIP, and EDA, and as reasonably 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#).

C.5.3. 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.

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.

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 Subdivider shall be responsible for obtaining permission from owner(s) of the adjacent and affected property(s). The slope easement must be recorded, prior to the issuance of the final building certificate of occupancy.

f. If applicable, show all existing irrigation structure(s), channel(s) and pipe(s) that are to remain or to be 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.5.4. Permanent storm drainage connection

a. The Project's permanent storm drainage connection(s) shall be designed and constructed to meet City Standards and the recommendations in the Storm Drainage Technical Report.

b. The City's Stormwater Consultant (Storm Water Consulting, Inc.) is reviewing the Project Stormwater Plan for Ellis and Avenues Technical Report. prepared by Carlson, Barbee, & Gibson, Inc. The Subdivider shall design and construct in-tract and offsite drainage improvements (if required) based on the final approved drainage design report as approved by the City Engineer.

c. Draining the storm water to the City's storm drainage system to drain to future Detention Basin DET 3A is the required final solution of disposing storm water from the Project site. The Subdivider shall design and install all the necessary improvements for the final solution , or an interim solution of disposing storm water. The Subdivider will be responsible for design and installation of the Project's permanent storm drainage connection from the Project site to the City's future public storm drain system at the location and grade approved by the City as a part of the storm drainage improvement plans, if the Subdivider does not provide an interim solution.

d. Prior to the approval of the Final Map for the Project, the Subdivider shall provide a Stormwater Quality Control Plan (SWQCP) detailing the methods in which the development will

address compliance with the applicable City's *Multi-Agency Post-Construction Stormwater Standards Manual* (Manual). Prior to the issuance of the grading permit for the project, the SWQCP shall be approved by the City Engineer.

C.5.5. Temporary Drainage System – Onsite Retention Basin(s)

Until such time as future DET 3A is operational, which includes adequate detention storage to accommodate storm runoff from development areas and a positive outlet, the Project will be required to provide temporary retention basins as the interim discharge element for all Project drainage in conformance with City Design Standards.

a. The Temporary Retention Basin(s) shall be designed to retain storm water run-off from the Project resulting from 200% of the 10-year, 48-hour storm event in compliance with Sections 5.06 and 5.07 of City of Tracy Design Standards.

b. The Subdivider shall provide a geotechnical investigation with respect to the Temporary Retention Basin(s) that validates that percolation rates for the subsurface soils that exist at and below the bottom of the basin are acceptable.

c. Subdivider shall be responsible for maintenance of onsite Temporary Retention Basin(s) until the downstream drainage facilities are installed and accepted by the City. The Subdivider shall sign an improvement agreement (Deferred Improvement Agreement), to assure completion of the Subdivider's obligation to repair and maintain said basin(s) while the storm drainage retention basin is in service and then to modify/remove Temporary Retention Basin(s) and connect on-site storm drainage system to the master plan facilities when constructed and operational. The scope of improvements and security required with the Deferred Improvement Agreement will be determined during the improvement plan review.

d. Excavated materials shall be kept within the basin site. If the excavated materials are removed from the basin site, the Subdivider shall post cash security equivalent to the cost of import backfill materials, hauling to the basin site, spreading, compacting and re-grading the basin site. If excavated materials are retained on-site, the stockpile of excavated materials shall not be higher than 8 feet and slope should not be steeper than 1:1. A metal fence and access gate shall be installed by the Subdivider to enclose the basin site. The bottom of the temporary on-site storm drainage retention basin(s) shall be 5 feet above the observed highest groundwater elevation at the basin site, or as approved by the City Engineer. The Geotechnical Report shall also indicate the observed highest groundwater elevation at the basin site.

e. The Subdivider shall record a temporary storm drainage easement to grant rights to the City to access the temporary storm drainage retention basin(s) for any necessary emergency repair or maintenance work the City may have to perform within the basin site. Said temporary access easement shall include a sunset clause that such easement will automatically be terminated at such time as the above-referenced permanent storm drainage improvements are completed.

f. Interim stormwater treatment measures must meet the requirements for hydromodification and regulated projects under the City's MAPCSWS. The use of temporary Detention Basins as described in C.5.5 is not sufficient to meet the MAPCSWS and therefore additional stormwater treatment measures will need to be incorporated until such time as the future DET 3A is completed and approved for stormwater treatment measures.

C.5.6. Stormwater Treatment

a. Permanent storm water treatment measures for the Project to meet the requirements of the City's Multi-Agency Post-Construction Stormwater Standards Manual will be provided offsite within future DET 3A. This approach may increase peak rates of runoff previously anticipated to be generated by the Project, and more capacity may be required to convey this runoff to DET 3A. It is likely that stormwater quality treatment may be provided by creating an "infiltration basin" in a forebay within DET 3A that accommodates the required stormwater quality storage volumes. Storm water quality treatment measures that are required to be incorporated into DET 3A are not currently part of the program storm drainage infrastructure, and hence the Subdivider shall be responsible for additional costs of design and construction of these measures, or alternatively the EFIP program will be revised to include these costs. The Subdivider may be required to pay updated fees to be determined in the FIP update, or other means as acceptable to the Subdivider and City.

b. Prior to the issuance of the first building certificate of occupancy, the Subdivider shall submit a signed and notarized Stormwater Treatment Facilities Maintenance Agreement (STFMA) as a guarantee for the performance of Subdivider's responsibility towards the repair and maintenance of on-site storm water treatment facilities. This requirement shall apply only if temporary on-site retention basin is utilized.

C.5.7. Sanitary Sewer

a. Permanent Sewer Main on Corral Hollow Road

In accordance with Section 1.13(b)(1) of the Ellis DA, the existing Corral Hollow Sewer Conveyance System has conveyance capacity reserved for this Project on a permanent basis. The City of Tracy has completed the design of the permanent sewer main on Corral Hollow Road from Peony Drive to the existing sewer manhole at Parkside Drive.

(i) The Subdivider has requested for City's approval to allow the first two hundred and twenty-five lots to utilize the existing temporary connection to Peony Drive as an interim solution in the event the permanent sewer main in Corral Hollow Road and downstream improvements required to provide permanent capacity for the Project have not been constructed. The Subdivider is hereby notified that the interim connection may be permitted subject to verification of availability of capacity in the existing facilities by completion of a technical analysis by City's Consultant ("Interim Sewer Capacity Analysis"). The cost of the Interim Sewer Capacity Analysis shall be funded by the Subdivider, and shall be completed prior to approval of the first Final Map. The Subdivider shall deposit the funds for the analysis with the City within two weeks from the date of approval of the Tentative Map, or within two weeks from the date City provides Fee Estimate and Scope of Work to the Subdivider.

(ii) If the permanent sewer main has not been constructed prior to issuance of the two hundred and twenty sixth occupancy permit for Ellis Phase 2, the Subdivider will be required to install the permanent sewer line in Corral Hollow Road, from Ellis Town Drive to Node 4W, subject to the EDA, and PICRA.

(iii) In order to guarantee completion of installation of the permanent sewer improvements described under this section, the Subdivider shall sign a Deferred Improvement Agreement with the City and post improvement security in the amounts approved by the City Engineer, prior to the approval of the first Final Map.

(iv) The portion of the sewer main on Corral Hollow Road that will be installed within the jurisdiction of the San Joaquin County (County) will require encroachment permit and a maintenance agreement with the County. The Subdivider is required to coordinate with the County Public Works Department the design of the utility trench and extent of pavement replacement for the portion of Corral Hollow Road that is within the County right-of-way. The Subdivider

shall comply with all the applicable requirements of the County, obtain encroachment permit, and pay permit processing, plan checking and inspection fees, prior to starting work. The County will require a traffic control plan and improvement plans as part of the encroachment permit application.

(v) Prior to starting the work described in this section, the Subdivider shall submit a Traffic Control Plan, to show the method and type of construction signs to be used for regulating traffic at work areas during the installation of the sewer improvements described in above. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California.

b. Sanitary Sewer Facilities: The Subdivider shall design and install sanitary sewer facilities including the Project's sewer connection in accordance with City Regulations and utility improvement plans approved by the City Engineer. The Subdivider is hereby notified that the City will not provide maintenance of the sewer lateral within the public right-of-way unless the sewer cleanout is located and constructed in conformance with Standard Plan No. 203. The City's responsibility to maintain on the sewer lateral is from the wye fitting to the point of connection with the sewer main.

c. 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 available capacity will be reduced. Upon approval of a final map, wastewater capacity for the total number of lots within the final map shall be reserved from the City's unused capacity referenced herein.

C.5.8. Water System.

a. Water Distribution System.

Potable water line sizing, looping requirements and layout shall comply with recommendations of Ellis Phase 2 Water Report and EFIP, and the following improvements as listed in the report:

(i) Previously recommended water system facilities identified in various ESP Phase 1 Improvement Plans, as well as the City-side Zone 3 improvements at JJWTP and Corral Hollow Road Utility Improvements.

(ii) The on-site water pipelines around the school site Parcel "H" shall be upsized to 12-inch diameter pipes.

(iii) Closure of the valve (located at Middlefield Road/Corral Hollow Road intersection) until the City proceeds with the re-zoning of various City-side Pressure Zone 3 parcels that are currently served in Pressure Zone 2.

b. All costs associated with the installation of the Offsite Water Improvements including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings on existing street that may be disturbed with the installation of these improvements shall be advanced by the Subdivider, and subject to the PICRA.

c. As recommended in Ellis Phase 2 Water Report, the school parcel will not be permitted to connect to the City water system until the facilities that are associated with the build out of the ESP are constructed and in service.

d. Recycled Water Line

On-site Recycled Water mains are required to serve Ellis Phase 2. As part of the on-site improvements for the Project, the Subdivider shall install 8-inch Recycled Water main along Ellis Town Drive. The 8-inch Recycled Water main shall be connected to Ellis Phase 1 Recycled Water Main at Ellis Town Drive.

e. Fire Service Line

The Subdivider shall design and install fire hydrants at locations approved by the City's Fire Safety Officer and Chief Building Officer. Before the approval of the plans, the Subdivider shall obtain written approval from the City's Fire Safety Officer or Chief Building Official, for the design, location and construction details of the fire service connections and for location and spacing of fire hydrants that are to be installed.

(i) 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 ESP, EFIP, EDA, and City of Tracy Fire Code Official.

(ii) Fire service connection to the fire hydrants shown in the Lanes shall be revised to eliminate service connections

crossing private lots. The connection shall be located within the Lanes right-of-way.

f. Water Shutdown Plan and Traffic Control Plan:

If water main shut down is necessary, the City will allow a maximum of four hours water supply shutdown. The Subdivider shall be responsible for notifying residents or business owner(s), regarding the water main shutdown. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business owner(s) at least 72 hours before the water main shutdown. Prior to starting the work described in this section, the Subdivider shall submit a Water Shutdown Plan and Traffic Control Plan to be used during the installation of the offsite water mains.

g. Domestic and Irrigation Water Services

Domestic water service shall be installed in accordance with City Regulations and the utility improvement plans approved by the City Engineer. City's responsibility to maintain water lines shall be from the water main on the street to the back of the water meter (inclusive) only.

h. All costs associated with the installation of the Project's permanent water connection(s) as identified in the EFIP and Ellis Phase 2 Water Report 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 advanced by the Subdivider, and subject to the PICRA .

C.5.9. Frontage Street Improvements

a. The Subdivider shall as a part of the Final Map which includes Lammers Road, shall offer for dedication the ROW along the property frontage of Lammers Road in accordance with City design standards, ESP, EFIP, and EDA.

C.5.10. Subdivision Roadway Improvements

a. Ellis Town Drive, Cordelia Lane, Roundhouse Drive, Northington Drive and Other In-tract Streets

The Subdivider shall dedicate all rights-of-way that are necessary to construct Ellis Town Drive, Cordelia Lane, Roundhouse Drive and Northington Drive and all the in-tract streets based on their respective cross sections as shown on the Tentative Map.

(i) The width of travel lanes, street median, landscaping strip and sidewalk shall be in accordance with this tentative map.

(ii) 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 (Motorola), 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 be consistent with City Standards, unless specifically modified in the ESP, and shall be shown on the Improvement Plans.

(iii) Design and construction details for the lanes and alley approaches shall be as shown on the Tentative Map with the exception that the maximum slope behind the curb within the right-of-way shall not exceed 5%.

b. Dead-End Streets

A standard barricade and guardrail, or gate per the ESP with appropriate traffic sign will be required at the west end of Roundhouse Drive, Ellis Town Drive, Street 6, Street 10 and Street 13, and north end of Street 2, Street 11, Street 12 and Street 15, and at south end of Street 14. A wooden fence shall be installed at the end and for the entire right-of-way width of these streets.. To prevent street runoff from draining to adjacent property(s), a concrete curb shall be installed through the entire width of the pavement or curb-to-curb, unless the property ownership is the same, or the adjacent property owner has provided consent. Asphalt concrete berm or curb is an acceptable alternative solution. Construction details of the improvements described under this sub-section must be shown on the Improvement Plans, if ownership is not the same, or no consent is provided.

C.5.11. Parcel H School Parcel

a. Subidvider shall comply with Section 1.14 of the EDA.

b. Design and construction details for the Ellis Town Drive, Street 2, Street 10, and Street 11, and access to the school site shall be generally consistent with the ESP, City Standards, and per the recommendations of the *Ellis-Jefferson School Circulation* TM by TJKM, dated January 12, 2017 and any subsequent updates.

C.5.12. Neighborhood Parks

a. The Subdivider or Owner shall offer for dedication Parcel "G" for park purposes as required by sub-section 1.15(a) of the EDA

and section 5.2 of the ESP on the Final Map which includes Parcel "G".

(i) The Subdivider shall design and construct the neighborhood park improvements consistent with the City Standards, ESP, EFIP, EDA and Applicable Law.

b. The Subdivider shall submit park improvement plans, signed and notarized improvement agreement ("Park Improvement Agreement or PIA"), and Improvement Security in the amount and type specified in the ESP, EDA, and Applicable Law . The timing of commencement of the neighborhood park improvements, payment of fees and fee credits shall be in accordance with the ESP and Tracy Municipal Code.

C.5.13. Landscape Parcels A, B, C, D, E, and F

a. The Native Preserve parcels shown on the Vesting Tentative Map as Parcels A, B, C, D, E, and F shall be dedicated to the City of Tracy and maintained by the Property Owner's Association. (POA)

b. Design and construction details related to maintenance vehicle access, driveway curb cuts, landscaping, fences and related improvements shall be shown on the improvement plans for review and approval by the City Engineer.

(i) Design and construction details for work in the vicinity of the PG&E and Chevron pipelines shall also comply with the requirements listed below in Condition E5.16.

(ii) Fences shall be located such that they do not obstruct pedestrian access to sidewalks, and shall be in compliance with the ESP and approved by the City Engineer.

C.5.14. UPRR Boundary Wall

a. The boundary wall adjacent to the UPRR right-of-way shall be designed such that the entire wall, including footing and any retaining wall (if required) shall be located entirely within the street right-of-way for Northington Drive and Street 8.

b. Maintenance of boundary wall and retaining walls shall be the responsibility of the POA and funded through the CFD.

c. If required subdivider shall obtain encroachment permits from UPRR for any work within UPRR right-of-way.

C.5.15. Undergrounding of Overhead Utilities

a. Public Utility Easement

All private utility services to serve Project such as electric, telephone and cable TV must be installed underground, and to be installed within dedicated Public Utility Easement (PUE) and

at the location approved by the respective owner(s) of the utilities.

b. 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 Public Utility Easement (PUE). The Subdivider shall complete the necessary coordination work with the respective owner(s) of the utilities for the design of these underground utilities and to ensure it can be constructed under the sidewalk or within the PUE.

c. Underground utility conduits may be installed under the sidewalks, and all boxes, structures and related facilities shall be located in the within the PUE. .

d. Pavement cuts or utility trench(s) on existing street(s) for the installation of electric, gas, cable TV, and telephone will require the application of 2" asphalt concrete overlay and replacement of pavement striping and marking that are disturbed during construction. The limits of asphalt concrete overlay shall be 25 feet from both sides of the trench, and shall extend over the entire width of the adjacent travel lane(s) if pavement excavation encroaches to the adjacent travel lane or up to the street centerline or the median curb. If the utility trench extends beyond the street centerline, the asphalt concrete overlay shall be applied over the entire width of the street (to the lip of gutter or edge of pavement). Construction details and limits of asphalt concrete overlay shall be shown on the Improvement Plans.

C.5.16. <u>PG&E and Chevron Pipeline Easement and Facilities</u>

a. Per Mitigation Measure 4.7-1c, prior to the issuance of building permits, a qualified Site Characterization specialist shall conduct updated site characterization in the Project area in consultation with PG&E, Chevron, and San Joaquin Environmental Health Dept. (EHD) with regard to the potential contaminated soils from pipeline leaks. Upon completion of the site characterization activities, the Site Characterization specialist shall recommend remediation actions, if necessary, in consultation with EHD.

b. Per Mitigation Measure 4.7-2, prior to issuance of grading permits, the Project Applicant shall work with PG&E and Chevron to implement and observe a site damage prevention plan. This may potentially include the following:

(i) designing a site development plan incorporating permanent land use over the pipeline right-of-way that minimizes the potential for damage to the lines;

(ii) prominently marking the line locations prior to site development, maintaining markings throughout the

development process, and final marking after work is complete;

(iii) communicate plans for significant excavation or land contouring work;

(iv) identify changes in land contour that could significantly reduce the soil cover over the pipelines;

(v) evaluate the effects of heavy construction vehicles crossing the lines, designate areas for heavy construction vehicles to cross the lines, and provide temporary fill or other temporary protection over the lines where necessary;

(vi) minimize installations of new buried utilities and services across the existing pipelines;

(vii) evaluate whether the existing lines should be lowered to increase vertical separation between the pipelines and new surface features; and

(viii) develop other damage-prevention measures as may be necessary.

c. The Project Applicant and the pipeline operators should consider other measures for reducing risk suggested in the Pipelines and Informed Planning Alliance (PIPA) recommended practices on informed land use including:

(i) select landscaping vegetation to avoid root structures that damage pipeline coatings,

(ii) avoid planting trees that prevent direct observation of the pipelines by aerial patrol,

(iii) manage storm runoff to prevent erosion of pipeline bedding,

(iv) consider accessibility to pipeline personnel and first responders in the event of an emergency, and

(v) incorporate escape routes from areas within the Potential Impact Radius (PIR).

C.6. Building Permit - No building permit will be approved by the City until the Subdivider demonstrates, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

C.6.1. Payment in accordance with Applicable Law for the EFIP Fees for Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park adopted by the City Council on August 20, 2013, per Resolution 2013-136, and in accordance with Applicable Law, including any updates as adopted by City Council which have become Applicable Law.

C.6.2. Payment of any other fees in accordance with Applicable Law.

C.7. Acceptance of Public Improvements

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

C.7.1. Correction of all items listed in the deficiency report prepared by the assigned Engineering Inspector relating to public improvements subject to City Council's acceptance.

C.7.2. Subdivider has completed the 90-day public landscaping maintenance period.

C.7.3. 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. Temporary or Final Building Certificate of Occupancy

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

C.8.1. The Subdivider has satisfied all the requirements set forth in Condition C.7, above.

C.8.2. The Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the improvements required in these Conditions of Approval. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Subdivider shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to serve the Project, and the Subdivider shall advance 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), which shall be subject to the PICRA.

C.9. Agreements and Improvement Security

C.9.1. Subdivision Improvement Agreement: - Before the City's approval of the 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), post all required improvement security in accordance with Applicable Law, improvements shall be subject to the PICRA.

C.9.2. Deferred Improvement Agreement: - Before the City's approval of the First Final Map, the Subdivider shall execute a Deferred Improvement Agreement, if needed, which shall be 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), under the Applicable Law, which shall be subject to the PICRA.

C.10. Improvement Security

The Subdivider shall provide improvement security for all public facilities, as required by the Subdivision Improvement Agreement and the Deferred Improvement Agreement 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 the EDA, and section 12.36.080 of the TMC. The amount of improvement security shall be as follows:

C.10.1. Faithful Performance (100% of the estimated cost of constructing the public facilities),

C.10.2. Labor & Materials (100% of the estimated cost of constructing the public facilities),

C.10.3. Warranty (10% of the estimated cost of constructing the public facilities), and

C.10.4. Monumentation ($500 multiplied by the total number of street centerline monuments that are shown on the Final Map).

C.11. Release of Improvement Security

Improvement Security(s) described herein shall be released to the Subdivider after City Council's acceptance of public improvements, and after the Subdivider demonstrates, to the satisfaction of the City Engineer, compliance of these Conditions of Approval, and completion of the following:

C.11.1. Improvement Security for Faithful Performance, Labor & Materials, and Warranty shall be released to the Subdivider in accordance with the EDA, and Section 12.36.080 of the TMC.

C.11.2. Written request from the Subdivider and a copy of the recorded Notice of Completion.

C.11.3. Monumentation Bond will be released to the Subdivider after City Council's acceptance of the public improvements and all the street centerline monuments shown on the Final Map are installed and tagged by a Land Surveyor licensed to practice in the State of California.

C.12. Benefit District

The Subdivider may make a written request to the City for the formation of a Benefit District for which the public facilities are required in accordance with these Conditions of Approval, the EDA, ESP, EFIP, and Applicable Law.

C.13. Special Conditions

C.13.1. All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with the tentative map, ESP, EDA, EFIP, City Regulations, and City's applicable Design documents if not included in the ESP, EDA, EFIP, or tentative map, 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.

C.13.2 All existing on-site well including the well serving the existing residence at Lammers Road, 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 including the cost of permit(s) and inspection. The Subdivider shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit for the Improvement plans which include grading at the location of the well(s).

C.13.3. The Subdivider shall abandon or remove all existing irrigation structures, channels and pipes, located on improvement plans, if any, as directed by the City after joint coordination with the irrigation district, if the facilities are no longer required for irrigation purposes. If irrigation facilities including tile drains, located on improvement plans, if any, are required to remain to serve existing adjacent agricultural uses by legal right or easement, the Subdivider will design, coordinate and construct required modifications to the facilities to the satisfaction of the affected agency and the City. Written permission from irrigation district or affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit if any facilities are located on improvement plans, and are to be removed. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.

C.13.4. All improvement plans shall contain a note stating that the Subdivider (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 Subdivider'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.13.5. Nothing contained herein shall be construed to permit any violation of Applicable Law. Subject, however, to Applicable Law, this Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the final map, improvement agreements, and improvement plans, prior to 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,. 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. Costs may be applicable to the Ellis FIP as credit. Health and Safety findings shall be made by the City Council under the terms of a City wide review of the Health and Safety related issue.

C.13.6. Nothing in these Conditions of Approval are intended or may be interpreted to limit or interfere with any of the vested rights provided in the Ellis Development Agreement. In the event of any conflict between any provision of these Conditions of Approval and the Applicable Law, the Applicable Law shall control.

RESOLUTION 2019-_____

APPROVING THE FINAL SUBDIVISION MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR ELLIS GARDENS PHASE 3, TRACT 3907

WHEREAS, The Tentative Subdivision Map for Ellis Gardens Project consists of 356 residential lots and nine other parcels on approximately 106 acres generally surrounded by Ellis Phase 1A and 1B (Village Neighborhood) on the east, Future Neighborhood on the west, Union Pacific Railroad Line on the south and agriculture land on the north, and

WHEREAS, The Final Subdivision Map for Ellis Gardens – Phase 3, Tract 3907, consists of 72 single-family residential lots, and

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

WHEREAS, The Improvement Plans, Specifications, and Cost Estimates for the required improvements have been prepared on behalf of the Subdivider, and approved by the City Engineer, and

WHEREAS, The Subdivision Improvement Agreement (SIA) addresses construction of Rio Grande Drive, Northington Drive, Jack Tuso Drive, Gold Run Street, and Margaret Adele Lane (between Gold Run Street and Rio Grande Drive), and other in-tract improvements associated with the 72 lots that will be developed by the Subdivider as part of Ellis Gardens Phase 3, Tract 3907, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the Final Subdivision Map and Subdivision Improvement Agreement for Ellis Gardens-Phase 3, Tract 3907, and authorizes the City Clerk to file the Subdivision Improvement 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 16th day of April, 2019, by the following vote:

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

April 16, 2019

AGENDA ITEM 1.N

REQUEST

APPROVE THE AGREEMENT FOR DEFERRAL OF CERTAIN IMPACT FEES FOR ELLIS GARDENS PHASE 1-3 (TRACT 3877, TRACT 3906, AND TRACT 3907), AND AUTHORIZE THE CITY CLERK TO FILE THE FEE DEFERRAL AGREEMENT WITH OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

EXECUTIVE SUMMARY

Woodside 05N, LP; a California Limited Partnership Company, ("Subdivider"), the Developer of 221 single-family lots in for the Ellis Gardens Phases 1-3, has requested approval of an agreement with the City of Tracy to defer the payment of certain impact fees for Ellis Gardens Subdivision until some time after the filing of the Final Subdivision Maps and issuance of building permits for the lots, pursuant to the Amended and Restated Development Agreement By and Between the City of Tracy and Surland Communities, LLC.

DISCUSSION

On May 10, 2017, the Planning Commission approved the Vesting Tentative Subdivision Map for second phase of the Ellis Specific Plan Project, Tract 3877, The Gardens (VTSM), pursuant to PC Resolution No. 2017-015. The VTSM includes approximately 356 single-family residential lots and 9 other parcels on approximately 106 acres (Ellis Phase 2 Subdivision).

The Ellis Gardens Subdivision is subject to the Second Amendment to the *Amended and Restated Development Agreement By and Between the City of Tracy and Surland Communities, LLC* ("Development Agreement"), San Joaquin County Recorder Document No. 2018-055247, which provides that the payment of certain impact fees may be deferred until the close of escrow of a residential home or up to twenty-four (24) months from the final inspection of a residential home.

The Subdivider has prepared the Fee Deferral Agreement to defer payment of certain impact fees until the close of escrow for the sale of the individual lots. Per this agreement, the City will issue permits and allow the Subdivider to obtain utility services, including water, sewer, gas and electricity to the house; but, shall not allow occupancy until the escrow has closed and the City has received the Deferred Impact Fee. In the event that escrow has not commenced or is expected to close after twenty-four (24) months from the date of the final inspection for a particular lot, the Subdivider shall cause the Deferred Impact Fees to be paid to City.

The City Attorney's Office has reviewed the Fee Deferral Agreement, and the Subdivider has executed the agreement.

FISCAL IMPACT

The development impact fees will be paid either at the close of escrow for each individual lot, or within twenty-four months from the date of the final inspection for a

particular lot, in the event that escrow has not commenced or that close of escrow is not expected to close.

STRATEGIC PLAN

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

RECOMMENDATION

That City Council, by resolution, approve the Agreement for deferral of certain impact fees Ellis Gardens Phase 1-3 (Tract 3877, Tract 3906, and Tract 3907), and authorize the City Clerk to file the Fee Deferral Agreement with the Office of the San Joaquin County Recorder.

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

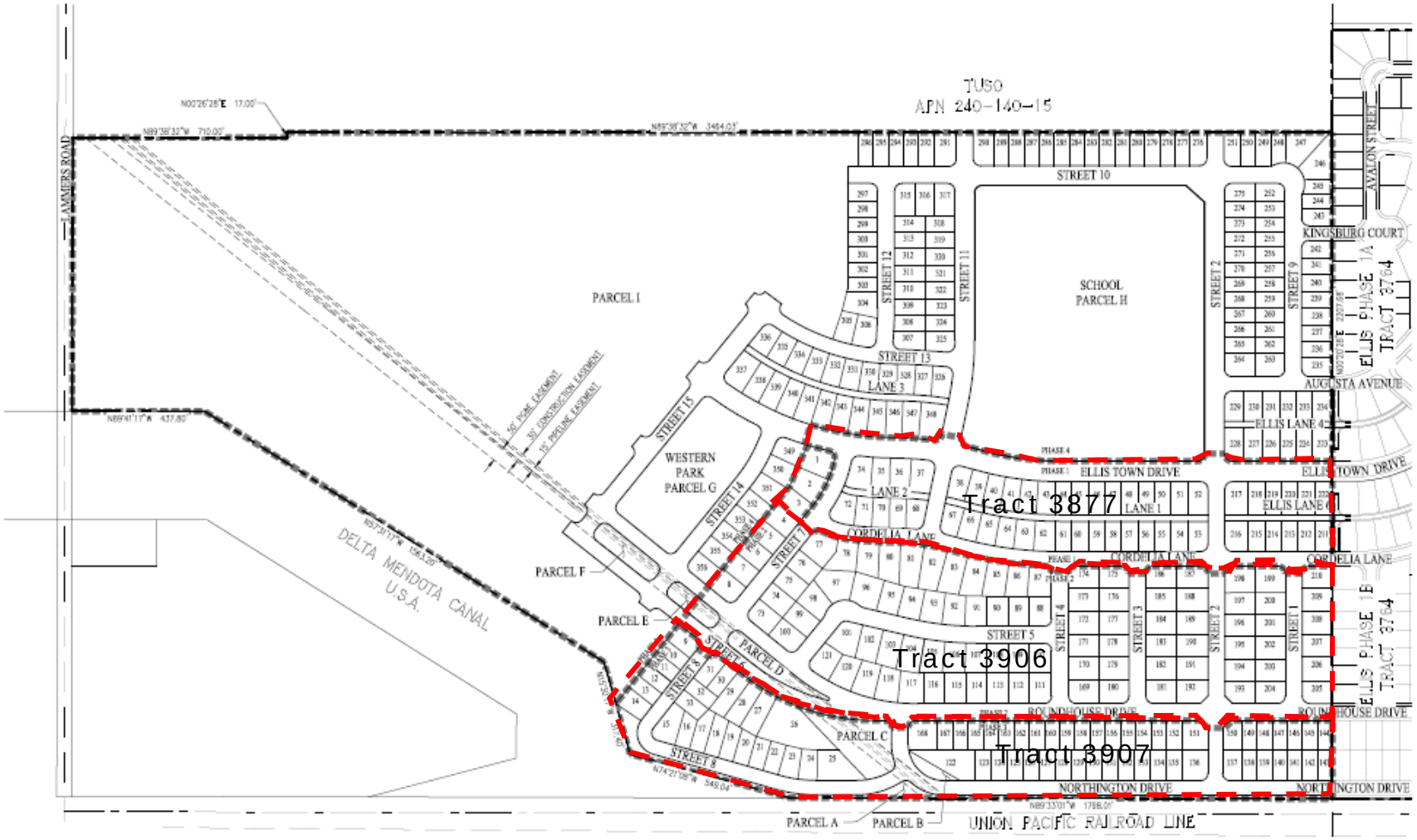
Reviewed by: Robert Armijo, PE, City Engineer / Assistant Director of Development Services
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – Vicinity Map
Attachment B – Fee Deferral Agreement

Attachment A



VICINITY MAP

ORIGINAL

Recorded at the request of
and after recording, return to:
City Clerk, City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
(No recording fee, under Government Code §27383)

For Recorder's Use Only

AGREEMENT FOR DEFFERRAL OF
CERTAIN IMPACT FEES
Tract No. 3877, Tract No. 3906 & Tract No. 3907

THIS AGREEMENT is entered into by and between the City of Tracy ("City"), and Woodside 05N, LP, a California Limited Partnership, ("Owner") on _____ ___ 2019 to secure the payment of certain impact fees, which the City has agreed may be deferred until sometime after the filing of the Final Map for this Project and the issuance of building permits.

Recitals

A. Owner owns the certain real property, more particularly described in Exhibit "A" ("Property"), and included on the final maps entitled "Ellis Gardens – Phase 1, Tract No. 3877" , "Ellis Gardens –Phase 2, Tract 3906", "Ellis Gardens – Phase 3, Tract 3907" ("Final Maps"). The Final Maps shall be recorded concurrently with this Agreement for Deferral of Certain Impact Fees ("Agreement") for the project known as Ellis Gardens, ("Project"). New homes will be constructed on the lots created by the Final Maps.

B. The Property is subject to the *Second Amendment to Amended and Restated Development Agreement By and Between the City of Tracy and Surland Communities, LLC,* ("Development Agreement"; San Joaquin County Recorder Document Number 2018-055247) which provides that the payment of certain impact fees may be deferred until the close of escrow of a residential home or up to twenty-four (24) months from the final inspection of a residential home.

C. Surland had authorized and Owner has requested a deferral of certain impact fees, which are imposed under Tracy ordinances and resolutions for said Project.

D. City has agreed to defer the payment of such impact fees ("Deferred Impact Fee") until each new home that is constructed on a lot depicted on the Final Maps is sold and conveyed to the original homebuyer as evidenced by a completed close of escrow transaction. The impact fees that shall be paid to the City shall be itemized per lot on the Deferred Impact Fee Schedule by Lot No. attached as Exhibit "D" ("Deferred Fee Schedule Impact Fee") and such fee amounts are subject to adjustments as allowed under the applicable finance plan. The Deferred Impact Fee Schedule shall be confirmed by Owner and may be revised by mutual written consent of the City and Owner at any time prior to payment in order to account for fee credits or fee adjustments.

E. Owner shall cause an escrow to be opened with an escrow holder ("Escrow Holder") who is processing the escrow closings for the sale of the new homes in the Project. The Deferred Impact Fee shall be paid to City by the Escrow Holder through the escrow upon the close

of escrow of each new home sale in the Project to the original homebuyer or within twenty-four (24) months of final inspection of each new home, whichever occurs earlier.

F. In connection with the sale of each new home to the original homebuyer, Escrow Holder shall request from City writing in the form attached as Exhibit "B", and City shall within five (5) business days provide to Escrow Holder, a Demand Letter, in the form attached as Exhibit "C", with Exhibit "D" attached, that provides the total amount of the Deferred Impact Fees for the lot that is the subject of the sale and escrow. Owner, and Escrow Holder shall not consummate the sale of and close the escrow for any new home and lot for which Escrow Holder has not submitted a written request to the City for the Demand Letter if applicable. If Owner or Escrow Holder consummates the sale of and closes the escrow for any new home without submitting a written request to City for the Demand Letter if applicable, Owner shall, not later than five (5) business days following such closing, pay to City all Deferred Impact Fees due for such lot.

G. Upon request from Owner or Escrow Holder, City shall provide Escrow Holder with a Demand Letter that provides the Deferred Impact Fee for particular lot in the form attached as Exhibit "C" in connection with the sale of a new home to a homebuyer.

H. Upon Escrow Holder confirmation of receipt of wire to the City of Tracy of the Deferred Impact Fee and the close of escrow this Agreement shall be deemed irrevocably released on said lot in the Project without the necessity of recording a release executed by the City.

NOW, THEREFORE, the parties hereto agree to the following:

1. The parties agree that the foregoing Recitals are true and correct and are hereby incorporated in to the body of this Agreement.

2. This Agreement shall be recorded on the Property immediately after the recordation of the Final Maps

3. Upon completion of the new home on any lot as shown on the Final Maps in the Project, the City shall allow Owner to obtain utility services, including water, sewer, gas and electricity, to the house; but, shall not allow occupancy until the Escrow has closed and the City has received the Deferred Impact Fee, as set forth herein.

4. The Owner shall instruct the Escrow Holder to deduct sufficient funds to pay the Deferred Impact Fee from the sale escrow of a new home to the original buyer and such Deferred Impact Fee shall be wired by the Escrow Holder to the City as a condition of the closing of such escrow and the conveyance of a lot in the Project to the original homebuyer. If City does not respond to Escrow Holder's request letter within five business days per Recital F above, Escrow Holder shall deduct the Deferred Impact Fee amount in the most recent Demand Letter provided by the City. In the event that escrow has not commenced or is expected to close after twenty-four (24) months from the date of the final inspection for a particular lot, Owner shall cause the Deferred Impact Fees to be paid to City. As part of the performance of these Section 4 obligations Owner represents and warrants that it shall include a provision in all Escrows requiring the Escrow Holder to follow the procedures identified in this Agreement and to utilize the forms of documents attached as Exhibits to this Agreement.

requiring the Escrow Holder to follow the procedures identified in this Agreement and to utilize the forms of documents attached as Exhibits to this Agreement.

5. Upon receipt of said Deferred Impact Fee by the City from the sale of a new home located on a lot shown on the Final Maps that is conveyed to the original homebuyer, this Agreement shall be deemed irrevocably released on said lot in the Project without the necessity of a recorded release signed by the City, and Escrow Holder shall remove any and all exceptions or notices on the title or record related to Deferred Impact Fee for said lot. City agrees to promptly execute and record a release of the Agreement, upon request, if necessary, to remove the Agreement from the title to a lot.

6. General Provisions.
   6.1 Notices. Notices to the parties shall be in writing and delivered in person, or sent by certified mail, postage prepaid, return receipt requested, to the principal offices of the City and Owner. Notice shall be effective on the date delivered in person or the date when the postal authorities indicate the mailing was delivered to the address of the receiving party indicated below.

To Owner:
Woodside Homes
Attn. Jim Bayless
111Woodmere Rd. Suite 190
Folsom, CA 95630
With copy to:
Woodside Group, LLC
460 West 50 North, Suite 200
Salt Lake City, UT 84101

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

   6.2 Successors and Assigns. This Agreement is binding upon, and the benefits of this Agreement shall inure to the benefit of the parties hereto and their respective heirs, representatives, transferees, successors, and assigns. If Owner sells all or any portion of the Property, Owner shall not be released of any obligations under this Agreement relating to the remainder of the Property or the portion of the Property which is being sold without the express written consent of the City, which shall not be unreasonably withheld.

7. Indemnity. Owner shall, to the maximum extent permitted by law, hold harmless, defend, and indemnify City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, fines, penalties or costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

8. California Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of California.

9. Severability. If any one or more of the provisions of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity,

legality and enforceability of the remaining provisions of this Agreement shall not be affected or be impaired in any way.

10. Attorneys' Fees. If any party files an action or brings any proceeding against the other party arising out of this Agreement or for the declaration of any rights under this Agreement, the prevailing party shall be entitled to recover from the other parties all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party as determined by the court.

11. Modification. This Agreement cannot be modified in any respect except by a writing signed and entered into by the Owner and the City.

12. Captions. The captions of the paragraphs of this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope of the intent of the Agreement.

13. Signatures. The individual(s) executing this Agreement on behalf of Owner represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by THE CITY OF TRACY and by OWNER.

CITY OF TRACY

By:_____

Its: _____

OWNER

WOODSIDE 05N, LP, a California limited partnership

By: WDS GP, Inc., a California corporation, its General Partner

By: _____
Scott Hoisington, Vice President

Attest:

_____
By: Adrianne Richardson, City Clerk

Approved as to form:

_____
Thomas T. Watson, City Attorney

EXHIBIT A
Page 1 of 5

OCTOBER 4, 2018
JOB NO.: 1725-000

PROPERTY DESCRIPTION
TRACT 3877
ELLIS GARDENS - PHASE 1
TRACY, CALIFORNIA

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

BEING A PORTION OF PARCEL ONE, AS SAID PARCEL ONE IS DESCRIBED IN THAT CERTAIN DEED RECORDED JANUARY 23, 2014, AS DOCUMENT NO. 2014-007309 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, AND BEING A PORTION OF PARCEL 2, AS SAID PARCEL 2 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP RECORDED DECEMBER 31, 1992, IN BOOK 18 OF PARCEL MAPS, AT PAGE 167, IN SAID OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERN CORNER OF SAID PARCEL ONE (2014-007309);

THENCE FROM SAID POINT OF COMMENCEMENT, ALONG THE EASTERN LINE OF SAID PARCEL ONE (2014-007309), NORTH 00°20'28" EAST (THE BEARING OF SAID EASTERN LINE BEING TAKEN AS NORTH 00°20'28" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 771.24 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID EASTERN LINE OF PARCEL ONE (2014-007309), NORTH 89°39'32" WEST 538.98 FEET;

THENCE, ALONG THE ARC OF A TANGENT 5,170.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00°51'22", AN ARC DISTANCE OF 77.23 FEET;

THENCE, NORTH 88°48'10" WEST 286.32 FEET;

THENCE, SOUTH 00°20'28" WEST 8.00 FEET;

THENCE, NORTH 88°48'10" WEST 19.66 FEET;

THENCE, ALONG THE ARC OF A TANGENT 1,316.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15°12'28", AN ARC DISTANCE OF 349.30 FEET;

THENCE, ALONG THE ARC OF A REVERSE 684.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 16°24'18" WEST, THROUGH A CENTRAL ANGLE OF 15°44'46", AN ARC DISTANCE OF 187.98 FEET;

THENCE, ALONG THE ARC OF A REVERSE 1,316.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 00°39'32" EAST, THROUGH A CENTRAL ANGLE OF 06°27'06", AN ARC DISTANCE OF 148.18 FEET;

OCTOBER 4, 2018
JOB NO. 1725-000

THENCE, ALONG THE ARC OF A COMPOUND 283.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 07°06'38" EAST, THROUGH A CENTRAL ANGLE OF 32°20'27", AN ARC DISTANCE OF 159.74 FEET;

THENCE, NORTH 50°32'55" WEST 16.37 FEET;

THENCE, NORTH 39°27'05" EAST 52.56 FEET;

THENCE, ALONG THE ARC OF A TANGENT 372.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 26°55'31", AN ARC DISTANCE OF 174.82 FEET;

THENCE, ALONG THE ARC OF A COMPOUND 25.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 77°28'26" WEST, THROUGH A CENTRAL ANGLE OF 89°40'06", AN ARC DISTANCE OF 39.13 FEET;

THENCE, ALONG THE ARC OF A REVERSE 1,033.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 12°51'28" EAST, THROUGH A CENTRAL ANGLE OF 04°03'20", AN ARC DISTANCE OF 73.12 FEET;

THENCE, NORTH 16°54'48" EAST 68.00 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 965.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 16°54'48" EAST, THROUGH A CENTRAL ANGLE OF 16°15'15", AN ARC DISTANCE OF 273.76 FEET;

THENCE, ALONG THE ARC OF A REVERSE 1,035.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 00°39'33" WEST, THROUGH A CENTRAL ANGLE OF 15°44'45", AN ARC DISTANCE OF 284.44 FEET;

THENCE, ALONG THE ARC OF A REVERSE 965.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 16°24'18" EAST, THROUGH A CENTRAL ANGLE OF 16°03'50", AN ARC DISTANCE OF 270.55 FEET;

THENCE, SOUTH 89°39'32" EAST 902.50 FEET TO A POINT ON THE EASTERN LINE OF SAID PARCEL 2 (18 PM 167);

THENCE, ALONG SAID EASTERN LINE OF PARCEL 2 (18 PM 167), AND SAID EASTERN LINE OF PARCEL ONE (2014-007309), SOUTH 00°20'28" WEST 348.00 FEET TO SAID POINT OF BEGINNING.

SAID LAND BEING FURTHER KNOWN AS 'PARCEL 1', PURSUANT TO THAT CERTAIN 'CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT (LLA NO. MS 16-0007)', RECORDED MAY 24, 2017, IN OFFICIAL RECORDS OF SAN JOAQUIN COUNTY UNDER RECORDER'S SERIAL NUMBER 2017-058416.

END OF DESCRIPTION

EXHIBIT " A "
Page 3 of 5

OCTOBER 4, 2018
JOB NO.: 1725-000

PROPERTY DESCRIPTION
TRACT 3906
ELLIS GARDENS - PHASE 2
TRACY, CALIFORNIA

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

BEING A PORTION OF PARCEL ONE, AS SAID PARCEL ONE IS DESCRIBED IN THAT CERTAIN DEED RECORDED JANUARY 23, 2014, AS DOCUMENT NO. 2014-007309 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, AND BEING A PORTION OF PARCEL 2, AS SAID PARCEL 2 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP RECORDED DECEMBER 31, 1992, IN BOOK 18 OF PARCEL MAPS, AT PAGE 167, IN SAID OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERN CORNER OF SAID PARCEL ONE (2014-007309);

THENCE FROM SAID POINT OF COMMENCEMENT, ALONG THE EASTERN LINE OF SAID PARCEL ONE (2014-007309), NORTH 00°20'28" EAST (THE BEARING OF SAID EASTERN LINE BEING TAKEN AS NORTH 00°20'28" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 260.00 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID EASTERN LINE OF PARCEL ONE (2014-007309), NORTH 00°20'28" EAST 511.24 FEET;

THENCE, LEAVING SAID EASTERN LINE OF PARCEL ONE (2014-007309), NORTH 89°39'32" WEST 538.98 FEET;

THENCE, ALONG THE ARC OF A TANGENT 5,170.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00°51'22", AN ARC DISTANCE OF 77.23 FEET;

THENCE, NORTH 88°48'10" WEST 286.32 FEET;

THENCE, SOUTH 00°20'28" WEST 8.00 FEET;

THENCE, NORTH 88°48'10" WEST 19.66 FEET;

THENCE, ALONG THE ARC OF A TANGENT 1,316.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15°12'28", AN ARC DISTANCE OF 349.30 FEET;

THENCE, ALONG THE ARC OF A REVERSE 684.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 16°24'18" WEST, THROUGH A CENTRAL ANGLE OF 15°44'46", AN ARC DISTANCE OF 187.98 FEET;

EXHIBIT " A "
Page 4 of 5

OCTOBER 4, 2018
JOB NO. 1725-000

THENCE, ALONG THE ARC OF A REVERSE 1,316.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 00°39'32" EAST, THROUGH A CENTRAL ANGLE OF 06°27'06", AN ARC DISTANCE OF 148.18 FEET;

THENCE, ALONG THE ARC OF A COMPOUND 283.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 07°06'38" EAST, THROUGH A CENTRAL ANGLE OF 32°20'27", AN ARC DISTANCE OF 159.74 FEET;

THENCE, NORTH 50°32'55" WEST 16.37 FEET;

THENCE, NORTH 39°27'05" EAST 52.56 FEET;

THENCE, ALONG THE ARC OF A TANGENT 372.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 26°55'31", AN ARC DISTANCE OF 174.82 FEET;

THENCE, ALONG THE ARC OF A COMPOUND 25.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 77°28'26" WEST, THROUGH A CENTRAL ANGLE OF 89°40'06", AN ARC DISTANCE OF 39.13 FEET;

THENCE, ALONG THE ARC OF A REVERSE 1,033.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 12°51'28" EAST, THROUGH A CENTRAL ANGLE OF 04°03'20", AN ARC DISTANCE OF 73.12 FEET;

THENCE, SOUTH 23°49'26" WEST 149.57 FEET;

THENCE, SOUTH 39°27'05" WEST 426.85 FEET;

THENCE, SOUTH 38°42'37" WEST 158.10 FEET;

THENCE, SOUTH 51°24'58" EAST 274.05 FEET;

THENCE, ALONG THE ARC OF A TANGENT 700.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 38°14'34", AN ARC DISTANCE OF 467.22 FEET;

THENCE, SOUTH 89°39'32" EAST 1,517.93 FEET TO SAID POINT OF BEGINNING.

SAID LAND BEING FURTHER KNOWN AS 'PARCEL 2', PURSUANT TO THAT CERTAIN 'CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT (LLA NO. MS 16-0007)', RECORDED MAY 24, 2017, IN OFFICIAL RECORDS OF SAN JOAQUIN COUNTY UNDER RECORDER'S SERIAL NUMBER 2017-058416.

END OF DESCRIPTION

EXHIBIT A
Page 5 of 5

OCTOBER 4, 2018
JOB NO.: 1725-000

PROPERTY DESCRIPTION
TRACT 3907
ELLIS GARDENS - PHASE 3
TRACY, CALIFORNIA

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

BEING A PORTION OF PARCEL ONE, AS SAID PARCEL ONE IS DESCRIBED IN THAT CERTAIN DEED RECORDED JANUARY 23, 2014, AS DOCUMENT NO. 2014-007309 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERN CORNER OF SAID PARCEL ONE (2014-007309);

THENCE FROM SAID POINT OF BEGINNING, ALONG THE EASTERN LINE OF SAID PARCEL ONE (2014-007309), NORTH 00°20'28" EAST (THE BEARING OF SAID EASTERN LINE BEING TAKEN AS NORTH 00°20'28" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 260.00 FEET;

THENCE, LEAVING SAID EASTERN LINE OF PARCEL ONE (2014-007309), NORTH 89°39'32" WEST 1,517.93 FEET;

THENCE, ALONG THE ARC OF A TANGENT 700.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 38°14'34", AN ARC DISTANCE OF 467.22 FEET;

THENCE, NORTH 51°24'58" WEST 274.05 FEET;

THENCE, SOUTH 38°35'02" WEST 336.84 FEET TO A POINT ON THE SOUTHERN LINE OF SAID PARCEL ONE (2014-007309);

THENCE, ALONG SAID SOUTHERN LINE OF PARCEL ONE (2014-007309), THE FOLLOWING THREE (3) COURSES:

1) SOUTH 15°30'17" EAST 173.56 FEET,

2) SOUTH 74°21'08" EAST 549.04 FEET, AND

3) SOUTH 89°33'01" EAST 1,798.01 FEET TO SAID POINT OF BEGINNING.

SAID LAND BEING FURTHER KNOWN AS 'PARCEL 3', PURSUANT TO THAT CERTAIN 'CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT (LLA NO. MS 16-0007)', RECORDED MAY 24, 2017, IN OFFICIAL RECORDS OF SAN JOAQUIN COUNTY UNDER RECORDER'S SERIAL NUMBER 2017-058416.

END OF DESCRIPTION

Exhibit "B"

Request Letter Deferred Impact Fee

To: The City of Tracy

From: _____(Escrow Holder)

Re: Request of Deferred Fee

Final Map_____, Lot # _____

Address of Property: _____

Escrow Number: _____

Date: _____

Regarding the above referenced escrow, City of Tracy is directed, pursuant to the provisions of the Agreement of Deferral of Certain Impact Fees, recorded on _____, as Document Number _____ in Official Records of the San Joaquin County Recorder's Office, that the City shall provide a Demand for Deferred Impact fee for the above referenced Lot directly to Escrow Holder within five business days of receipt of this request representing the amount of the Deferred Impact Fee ascribable to the above referenced Lot. Such Deferred Fee shall be collected by Escrow Holder and wired to the City of Tracy.

Upon the Escrow Holder confirmation of receipt of wire to the City of Tracy of such Deferred Impact Fee, the Agreement of Deferral of Certain Impact Fees shall be deemed irrevocably released on said lot in the Project without the necessity of a recorded release signed by the City.

City of Tracy

By: _____

Its: _____

Exhibit "C"

Demand Letter Deferred Impact Fee

To: _____(Escrow Holder)

From: The City of Tracy

Re: Payment of Deferred Fee

Final Map _____ Lot # _____

Address of Property: _____

Your Escrow Number: _____

Date: _____

Regarding the above referenced escrow, you are directed, pursuant to the provisions of the Agreement of Deferral of Certain Impact Fees, recorded on _____, as Document Number _____ in Official Records of the San Joaquin County Recorder's Office, to collect from the above referenced Escrow the sum of $_____, representing the amount of the Deferred Impact Fee allocated to the above referenced Lot. Such Deferred Fee shall be collected at the closing of escrow and wired to the City of Tracy as follows:

[Wiring Instructions]

Upon the Escrow Holder confirmation of receipt of wire of such Deferred Impact Fee, the Agreement of Deferral of Certain Impact Fees shall be deemed irrevocably released on said lot in the Project without the necessity of a recorded release signed by the City.

City of Tracy

By: _____

Its: _____

Exhibit "D"

Deferred Fee Schedule Impact Fee

Fee Schedule:

(1) Recycled Water: $_____

(2) Wastewater: $_____

(3) Water: $_____

(4) Storm Drain: $_____

(5) Additional Storm Drain Fee: $_____

(6) Community Park: $_____

(7) Neighborhood Park: $_____

(8) Traffic: $_____

(9) Public Facilities: $_____

Lot Number:

Tract _____ Lot: _____

RESOLUTION 2019-_____

APPROVING THE AGREEMENT FOR DEFERRAL OF CERTAIN IMPACT FEES FOR ELLIS GARDENS PHASE 1-3 (TRACT 3877, TRACT 3906, AND TRACT 3907)

WHEREAS, The Tentative Subdivision Map for Ellis Gardens Project consists of 356 single-family residential lots and 9 other parcels on approximately 106 acres, generally surrounded by Ellis Phase 1A and 1B (Village Neighborhood) on the east, Future Neighborhood on the west, Union Pacific Railroad Line on the south, and agriculture land on the north, and

WHEREAS, The Ellis Gardens Subdivision is subject to the Second Amendment to the *Amended and Restated Development Agreement By and Between the City of Tracy and Surland Communities, LLC* ("Development Agreement"), San Joaquin County Recorder Document No. 2018-055247, which provides that the payment of certain impact fees may be deferred until the close of escrow of a residential home or up to twenty-four (24) months from the final inspection of a residential home, and

WHEREAS, The Subdivider has prepared the Fee Deferral Agreement to defer payment of certain impact fees until the close of escrow for the sale of the individual lots which provides that the City will issue permits and allow the Subdivider to obtain utility services, including water, sewer, gas and electricity to the house; but, shall not allow occupancy until the escrow has closed and the City has received the Deferred Impact Fee, and

WHEREAS, In the event that escrow has not commenced or is expected to close after twenty-four (24) months from the date of the final inspection for a particular lot, the Subdivider shall cause the Deferred Impact Fees to be paid to City, and

WHEREAS, The City Attorney has reviewed and Subdivider has executed the Fee Deferral Agreement;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the Agreement for Deferral of Certain Impact Fees for Ellis Gardens Phase 1-3 (Tract 3877, Tract 3906, and Tract 3907), 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 16th day of April 2019, by the following vote:

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

April 16, 2019

AGENDA ITEM 1.O

REQUEST

AUTHORIZE AN APPROPRIATION OF FUNDS FROM PLAN C STORM DRAINAGE FUND 322 TO CIP 76045 TO REIMBURSE SOUTH TRACY INDUSTRIAL PARK, LLC, FOR COMPLETING STORM DRAINAGE DETENTION BASIN IMPROVEMENTS

EXECUTIVE SUMMARY

Pursuant to an existing agreement between the City of Tracy and South Tracy Industrial Park, LLC (Developer), the City is to reimburse the Developer for the cost of construction of storm drainage Detention Basin 2A. The Developer is to receive reimbursement from the storm drainage impact fees collected from ISP South and Plan C development areas. To date, two reimbursements to the Developer have been made. An appropriation of funds from Plan C Storm Drainage Fund 322 to CIP 76045 is needed for the remaining reimbursement.

DISCUSSION

On August 6, 2002, by Resolution No. 2002-333, the City of Tracy entered into a Dedication and Construction Agreement for South Tracy Industrial Park, Unit 1, Tract 3027 (Phase I Agreement). Under the provisions of this agreement, the Developer constructed storm drainage Detention Basin 2A, which was part of the ISP South and the adjacent Plan C Blue Zone storm drainage system. The Developer is to receive reimbursement from the storm drainage impact fees collected from these two development areas.

As set forth in the agreement, the Developer is entitled to a reimbursement of $2,301,500 for the Phase I work. To date, two reimbursements have been issued totaling $1,335,494, leaving a remaining reimbursement amount of $966,006. Currently $947,519 was appropriated from ISP South Fund 354 to CIP 76045 for the reimbursement as part of the adopted Capital Improvement Financial Plan for FY 2017-2019. An additional appropriation in the amount of $18,487 from Plan C Storm Drainage Fund 322 to CIP 76045 is needed in order to fully fund the remaining reimbursement amount.

From	To	Amount
Plan C Storm Fund 322	CIP 76045	$18,487

FISCAL IMPACT

The reimbursement amount is paid from development impact fees collected for storm drainage improvements.

STRATEGIC PLAN

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

RECOMMENDATION

That the City Council, by resolution, appropriate $18,487 from Plan C Storm Drainage Fund 322 to CIP 76045.

Prepared by: Alicia Sargiotto, Management Analyst II

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-_____

AUTHORIZING AN APPROPRIATION OF FUNDS FROM PLAN C STORM DRAINAGE FUND 322 TO CIP 76045 FOR REIMBURSEMENT TO SOUTH TRACY INDUSTRIAL PARK, LLC, FOR COMPLETING STORM DRAINANGE DETENTION BASIN IMPROVEMENTS

WHEREAS, On August 6, 2002, by Resolution No. 2002-333, the City of Tracy entered into a Dedication and Construction Agreement for South Tracy Industrial Park, Unit 1, Tract 3027, and

WHEREAS, Under this agreement, South Tracy Industrial Park, LLC (Developer) is to receive reimbursement in the amount of $2,301,500 from the storm drainage impact fees collected from ISP South and Plan C development areas, and

WHEREAS, To date, a total of $1,335,494 has been reimbursed to the Developer, and

WHEREAS, Thus, the Developer is eligible for a remaining reimbursement amount of $966,006, and

WHEREAS, $947,519 was appropriated from ISP South Fund 354 to CIP 76045 for the remaining reimbursement as part of the adopted Capital Improvement Financial Plan for FY 2017-2019, and

WHEREAS, In order to fully fund the remaining reimbursement amount, an appropriation of $18,487 from Plan C Storm Drainage Fund 322 to CIP 76045 is needed;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby authorizes an appropriation of $18,487 from Plan C Storm Drainage Fund 322 to CIP 76045.

* * * * * * * * * * *

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

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

April 16, 2019

AGENDA ITEM 1.P

REQUEST

APPROVE MASTER PROFESSIONAL SERVICES AGREEMENT AND TASK ORDER NO. 1 BETWEEN THE CITY OF TRACY AND ECIVIS, INCORPORATED FOR GRANT MANAGEMENT SOFTWARE LICENSE SUBSCRIPTION AND CONSULTING SERVICES AND AUTHORIZE THE CITY MANAGER AND FINANCE DIRECTOR TO EXECUTE FUTURE TASK ORDERS TO THE AGREEMENT

EXECUTIVE SUMMARY

During the past five years, the City has been awarded over $90,000,000 in grant funding. Efforts to secure additional funding have been challenging due to constraints of staff (time and/or grant management expertise) which not only affect application submittals but grant administration as well. Staff recommends that the City enter into a Master Professional Services Agreement with eCivis, Inc., for professional services and licenses to its "Grant Network" grant management software to improve the efficiency and effectiveness of grant management activities (i.e., securing grants, administering grants and meeting compliance requirements while improving citizen impact through well managed grant funded programs).

The Finance Department will pay for the recurring annual fee ($75,400) and the one-time implementation fee ($12,000) within its current operating budget.

DISCUSSION

Grant Procurement Status

Over the past five years the City has been awarded over $90,000,000 in grants. Staff from five departments (City Manager's Office, Development Services, Parks and Recreation, Police, and Public Works) and the South County Fire Authority are currently administering approximately 42 grant programs and are continuing to seek additional funding (see Attachment A for more detail).

Two departments administer Community Development Block Grant (CDBG) and Mayor's Community Youth Support Network (MCYSN) grants to grant "sub-recipients" within the City and have specific grant management needs. Other departments receive grants for City operations, planning, and capital improvement project funding.

Grant Funding Administration

The life cycle of a grant, in its simplest form, typically includes four phases: pre-award, award, post-award, and close-out. Each phase includes many steps that take considerable time and effort. As an example, during the *pre-award* phase a department's

grant administrator must:

1. ***Find funding opportunities*** through electronic searching and relying on notices from professional organizations and networks.
2. ***Assess funding opportunities*** by assessing City and project eligibility, project alliance, grant competitiveness, compliance requirements, program and financial reporting requirements, and City match requirements. These considerations must be weighed against the availability of resources to meet the requirements—in other words, is the cost and time needed to apply and administer the grant feasible in comparison to the amount of the grant award?
3. ***Prepare application*** which may take weeks or months to complete depending upon the requirements of the grant. Some application components, such as the budget, technical narrative (which may itself contain 15 elements to be addressed per a grant's requirements), and certifications, are required by agencies for all applicants. Other elements, may be required by some agencies and not by others.

Grant Program Administration Challenges

Time and Expertise. The City of Tracy has a decentralized grant program, meaning that in lieu of having a division or unit dedicated only to grant management, each department has staff members who are responsible for grant applications, administering grants, and assuring compliance with each grant's associated regulations, applicable federal and state laws, and City policies. Grant administration is a significant task for staff members responsible for properly and adequately pursuing, understanding, and managing grants.

Stake Holder Collaboration. For every grant administered, two departments, at a minimum, are required to administer the grant: the "Program" Department and the Finance Department; and when the City administers a grant to a subrecipient, administration will also involve the grantee who may have some of the same monitoring, record keeping, and reporting requirements of City staff. Because each department within the City uses a separate grant tracking system and each system is unique to the department, collaboration of the entire grant process amongst all stakeholders is not efficient.

Efforts to Increase Grant Program Success

Efforts are currently underway to increase the effectiveness and efficiency of the City's grant management program such as:

1. Appointing a staff member (grant management certified) to act as a bridge between the programming and Finance department to provide administrative advice and support services to program staff.
2. Developing policies and procedures to promote transparency, consistency, and meet compliance and Single Audit requirements.
3. Developing a centralized grant management program in a decentralized environment, the objectives of which are to:

a. Centralize, organize, and manage grant activities through a technology-based solution through the grant life-cycle: pre-application planning, grant pursuance, award, post-award grant administration, audit, closeout, and post-closeout.
b. Centralize and streamline application intake, evaluation and grant award process to sub-recipients of the City; streamline communication, reporting, and administration of City sub-recipient grants (i.e., MCYSN and CDBG).
    1. The proposed software that is being recommended to accomplish these functions will also support City non-grant applications, e.g., the Fireworks Lottery Program. The Fireworks Program has a set of parameters that applicants must meet. The software can act as the initial application screening stage prior to the lottery. This will eliminate the subjective nature of "complete" applications with "hard" close dates for submission.
c. Assist with federal, state, and City regulation compliance requirements from grant application preparation through grant administration and closeout.
d. Meet Single-Audit requirements.
e. Enable more efficient and effective communication amongst all stakeholders.
f. Optimize grant and other funding opportunities through identification of key initiatives and projects in the City eligible for grant funding.
g. Align internal procurement processes and resources to pursue grant opportunities in a more efficient and effective way.
h. Provide additional services as necessary to departments such grant writing, grant reviewing, and grant consulting services.

Toward the third aforementioned endeavor, on October 4, 2018 a Request for Qualifications and Proposals (RFQP) was issued to procure a cloud-based grant management software system that would meet the City's grant management program objectives. Eleven firms responded to the RFQP, two submitted proposals and were asked to interview and provide presentations to the City's grant administrators, and only one, eCivis Incorporated (based in Pasadena, California), accepted the invitation. At the conclusion of the presentation, each grant administrator supported the eCivis program. See Attachment B for features of the program and services.

By entering into an Agreement with eCivis, and approving Task Order No. 1 the City would procure software licenses to the eCivis Grant Network grant management software and its professional services. Initial implementation would include interconnecting with the City's financial software system, integrating policies, regulations and grant requirements into the software platform, and providing licenses and training for grant administrators, subrecipient grantees, and those who require access to higher-level reporting. Additional licenses could be procured at any time. The licenses and services would be renewable after a five-year period for three additional five-year periods.

STRATEGIC PLAN

This agenda item is consistent with the Council adopted Governance Strategy Goal 2 to ensure continued fiscal sustainability through financial and budgetary stewardship and

Goal 3 to identify technological resources to promote communication, enhance city services, and promote organizational productivity.

FISCAL IMPACT

The award of this contract for $98,400 to eCivis, Inc for grant management software and consulting services is funded by the Finance Department's operating budget, account 12565706-5235. The City will budget for the on-going maintenance costs of the software in the Finance department budget. Additional services such as assistance with grant writing and grant review are available at additional cost (see Exhibit B to Attachment C - Master Professional Services Agreement) and will be negotiated as services are required at the rates listed in Exhibit B to the Agreement.

RECOMMENDATION

Approve Master Professional Services Agreement and Task Order No. 1 between the City of Tracy and eCivis, Inc. for Grant Management Software License Subscription and Consulting Services; and authorize the City Manager and Finance Director to execute future Task Orders to the Agreement.

Prepared by: Anne Bell, Management Analyst II, Finance Department
Reviewed by: Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

A. Grant Procurement Status
B. eCivis Program Features
C. Master Professional Services Agreement and Task Order No. 1

CITY OF TRACY GRANT AWARDS
Fiscal Years 2014-2019
4/8/2019

Department	Grant	Fiscal Year	Amount	Purpose	Community Benefit	Recipient
City Manager's Office	Mayor's Community Youth Support Network (MCYSN(/San Joaquin County Behavioral Health Services	2015	$ 400,000	To fund local programs and services that specialize in: Youth outreach and education (substance abuse, prevention, education, bullying prevention); after school and evening youth activities; gang prevention and intervention; family or individual youth case management; behavioral health services.	Local youth intervention, prevention, and suppression programs and services. **Eleven** local service providers received grant funding.	
City Manager's Office	MCYSN	2016	$ 175,000	See Above	Local youth intervention, prevention, and suppression programs and services. **Six** local service providers received grant funding	
City Manager's Office	MCYSN	2017	$ 175,000	See Above	Local youth intervention, prevention, and suppression programs and services. **Six** local service providers received grant funding	
City Manager's Office	MCYSN	2018	$ 175,000	See Above	Local youth intervention, prevention, and suppression programs and services. **Seven** local service providers received grant funding.	
City Manager's Office	MCYSN	2019	$ 175,000	See Above	Local youth intervention, prevention, and suppression programs and services. **Six** local service providers received grant funding.	
		Subtotal	$ 1,100,000			
Development Services, Eng.	U.S. Dept. of Transportation-Caltrans Highway Bridge Program	2005	$ 42,529,711	11th St. OH Bridge Replacement	Provide seismically sound bridge	
Development Services, Eng.	U.S. Dept. of Transporation CalTrans - Highway Program	2005	$ 4,590,186	Design Completion of I-205 11th Street/Lammers Road New Intersection	Reduce traffic congestion	

CITY OF TRACY GRANT AWARDS
Fiscal Years 2014-2019
4/8/2019

Department	Grant	Fiscal Year	Amount	Purpose	Community Benefit	Recipient
Development Services, Eng.	CalTrans: Congestion Mitigation and Air Quality Improvement Porgram (CMAQ)	2017	$ 1,000,000	11th Street &MacArthur Drive Intersection Improvement	Reduce traffic congestion	
Development Services, Eng.	CA Dept. of Transportation - CalTrans - Surface Transportation Program	2011	$ 3,736,829	MacArthur Drive Widening/Reconstruction (at Schulte and Valpico)	Reduce traffic congestion	
Development Services, Eng.	U.S. Dept. of Transporation CalTrans - Demonstration Highway Priority Project	2011	$ 719,921	I-205/Chrisman Rd/Paradise Rd New Interchange	New infrastructure for connection to south city development to I-205	
Development Services, Eng.	U.S. Dept. of Transportation Advance Transportation Program	2018	$ 232,000	Lowell Ave sidewalk	Promote pedestrian traffic	
Development Services, Eng.	U.S. Dept. of Transportation Advance Transportation Program	2014	$ 960,000	Mt. Diablo/Mt. Oso Sidewalk	Promote pedestrian traffic	
Development Services, Eng.	Congestion Mitigation Local CML-5192 - CalTrans	2015	$ 250,000	Traffic Signal at Valpico Road & Sycamore Parkway	Improve traffic circulation	
Development Services, Eng.	San Joaquin Valley Air Pollution Control District	2015	$ 200,000	Traffic Signal at Lammers and Schulte Roads	Improve traffic circulation	
Development Services, Eng.	U.S. Dept. of Transportation - CalTrans- Regional Surface Transporation	2015	$ 506,045	Street Overlays	Vehicular safety	
Development Services, Eng.	U.S. Dept. of Transportatio - Surface Transportation Program	2018	$ 650,000	Street Overlays	Vehicular safety	
		Subtotal	$ 55,374,692			
Development Services, Economic Dev. (ED)	U.S. Department of Housing and Urban Development (HUD)-Community Development Block Grant (CDBG)	2015	$ 10,228	Public Service	Homeless prevention, intervention, and transitional housing services	San Joaquin County Fair Housing
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2015	$ 2,000	Public Service	Food distribution services	Emergency Food Bank
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2015	$ 6,000	Public Service	Food distribution services	Second Harvest Food Bank
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2015	$ 6,433	Public Service	Food distribution services	SJC Dept. of Aging

CITY OF TRACY GRANT AWARDS
Fiscal Years 2014-2019
4/8/2019

Department	Grant	Fiscal Year	Amount	Purpose	Community Benefit	Recipient
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2015	$ 4,000	Public Service	Homeless prevention, intervention, and transitional housing services	Coalition of Tracy Citizens to Assist the Homeless
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2015	$ 7,000	Public Service	Homeless prevention, intervention, and transitional housing services	McHenry House Tracy Family Shelter
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2015	$ 6,000	Public Service	Youth education & enrichment Services	Sow-A-Seed Community Foundation
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2015	$ 12,000	Public Service	Food distribution services	Tracy Interfaith Ministries
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2015	$ 5,000	Public Service	Senior & special needs services	Tracy Volunteer Caregivers
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2015	$ 5,000	Public Service	Domestic violence services	VBR Foster Family Agency
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2015	$ 5,000	Public Service	Domestic violence services	Women's Center Youth & Family Services
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2015	$ 2,110,028	Public Facilities	Removal of architectural barriers (ADA)	City of Tracy – Development Svc. Dept.
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2015	$ 56,219	Public Facilities	Homeless prevention, intervention, and transitional housing services	Coalition of Tracy Citizens to Assist the Homeless
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2015	$ 80,879	Public Facilities	Homeless prevention, intervention, and transitional housing services	McHenry House Tracy Family Shelter
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2015	$ 35,959	Public Facilities	Downtown Façade Improvement Program - Prevent blight	City of Tracy – Development Svc. Dept.
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2015	$ 5,000	Public Facilities	Job creation services	Small Business Development Center
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-HOME Investment Partnership Program	2015	$ 65,648	HOME Funding	Down Payment Assistance Program	City of Tracy – Development Svc. Dept.
		Subtotal	$ 2,422,394			

CITY OF TRACY GRANT AWARDS
Fiscal Years 2014-2019
4/8/2019

Department	Grant	Fiscal Year	Amount	Purpose	Community Benefit	Recipient
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2016	$ 10,228	Public Service	Homeless prevention, intervention, and transitional housing services	San Joaquin County Fair Housing
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2016	$ 2,000	Public Service	Food distribution services	Emergency Food Bank
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2016	$ 5,763	Public Service	Food distribution services	Second Harvest Food Bank
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2016	$ 9,000	Public Service	Food distribution services	SJC Dept. of Aging
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2016	$ 6,764	Public Service	Homeless prevention, intervention, and transitional housing services	McHenry House Tracy Family Shelter
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2016	$ 15,000	Public Service	Food distribution services	Tracy Interfaith Ministries
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2016	$ 5,763	Public Service	Youth education & enrichment Services	Boys & Girls Clubs of Tracy
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2016	$ 4,763	Public Service	Senior & special needs services	Tracy Volunteer Caregivers
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2016	$ 5,763	Public Service	Domestic violence services, transitional housing	Women's Center Youth & Family Services
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2016	$ 50,000	Public Facilities	Homeless prevention, intervention, and transitional housing services	Coalition of Tracy Citizens to Assist the Homeless
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2016	$ 10,000	Public Facilities	Job creation services	Small Business Development Center
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2016	$ 71,500	Public Facilities	Homeless prevention, intervention, and transitional housing services	McHenry House Tracy Family Shelter
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2016	$ 157,585	Public Facilities	South/West Park School – Clubhouse Construction	Boys & Girls Clubs of Tracy
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2016	$ 79,495	Public Facilities	Downtown Façade Improvement Program	City of Tracy – Development Svc. Dept.
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-HOME	2016	$ 103,612	HOME Funding	Down Payment Assistance Program	City of Tracy – Development Svc. Dept.
		Subtotal	$ 537,236			

CITY OF TRACY GRANT AWARDS
Fiscal Years 2014-2019
4/8/2019

Department	Grant	Fiscal Year	Amount	Purpose	Community Benefit	Recipient
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2017	$ 9,879	Public Service	Homeless prevention, intervention, and transitional housing services	San Joaquin County Fair Housing
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2017	$ 1,932	Public Service	Food distribution services	Emergency Food Bank
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2017	$ 4,829	Public Service	Food distribution services	Second Harvest Food Bank
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2017	$ 8,693	Public Service	Food distribution services	SJC Dept. of Aging
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2017	$ 3,864	Public Service	Youth education & enrichment services	Boys & Girls Clubs of Tracy
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2017	$ 4,829	Public Service	Homeless prevention, intervention, and transitional housing services	Coalition of Tracy Citizens to Assist the Homeless
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2017	$ 4,829	Public Service	Homeless prevention, intervention, and transitional housing services	McHenry House Tracy Family Shelter
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2017	$ 11,413	Public Service	Food distribution services	Tracy Interfaith Ministries
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2017	$ 2,898	Public Service	Senior & special needs services	Tracy Volunteer Caregivers
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2017	$ 3,864	Public Service	Domestic violence services	VBR Foster Family Agency &Children Services
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2017	$ 5,795	Public Service	Domestic violence services, transitional housing	Women's Center Youth & Family Services
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2017	$ 9,659	Public Facilities	Rehab of facility (Lowell Ave.)	Boys & Girls Clubs of Tracy
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2017	$ 121,530	Public Facilities	Portable classrooms (South/West Park School Site)	Boys & Girls Clubs of Tracy
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2017	$ 96,589	Public Facilities	Removal of architectural barriers (ADA)	City of Tracy – Development Svc. Dept
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2017	$ 34,603	Public Facilities	Downtown Façade Improvement Program - Prevent blight	City of Tracy – Development Svc. Dept.

CITY OF TRACY GRANT AWARDS
Fiscal Years 2014-2019
4/8/2019

Department	Grant	Fiscal Year	Amount	Purpose	Community Benefit	Recipient
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2017	$ 4,829	Public Facilities	Senior & special needs services	DRAIL
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2017	$ 17,289	Public Facilities	Homeless prevention, intervention, and transitional housing services	McHenry House Tracy Family Shelter
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2017	$ 9,659	Public Facilities	Job creation services	Small Business Development Center
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2017	$ 11,591	Public Facilities	Rehab of Facility	Tracy Interfaith Ministries
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-HOME	2017	$ 107,010	HOME Funding	HOME Rehab Program	City of Tracy – Development Svc. Dept.
		Subtotal	$ 475,584			
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2018	$ 5,000	Public Services	Homeless prevention, intervention, and transitional housing services	San Joaquin Fair Housing
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2018	$ 1,758	Public Services	Food distribution services	Emergency Food Bank
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2018	$ 1,758	Public Services	Food distribution services	Second Harvest Food Bank
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2018	$ 1,758	Public Services	Food distribution services	SJC Dept. of Aging
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2018	$ 9,861	Public Services	Food distribution services	Tracy Interfaith Ministries
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2018	$ 5,919	Public Services	Homeless prevention, intervention, and transitional housing services	Chest of Hope, Inc.
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2018	$ 5,919	Public Services	Homeless prevention, intervention, and transitional housing services	McHenry House Tracy Family Shelter
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2018	$ 5,919	Public Services	Homeless prevention, intervention, and transitional housing services	Coalition of Tracy Citizens to Assist the Homeless
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2018	$ 5,919	Public Services	Homeless prevention, intervention, and transitional housing services	Tracy Community Connections Center, Inc.

CITY OF TRACY GRANT AWARDS
Fiscal Years 2014-2019
4/8/2019

Department	Grant	Fiscal Year	Amount	Purpose	Community Benefit	Recipient
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2018	$ 5,919	Public Services	Homeless prevention, intervention, and transitional housing services	Women's Center Youth & Family Services
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2018	$ 5,272	Public Services	Senior & special needs services	Tracy Seniors Association
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2018	$ 5,272	Public Services	Senior & special needs services	Tracy Volunteer Caregivers
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2018	$ 5,272	Public Services	Senior & special needs services	Boys & Girls Clubs of Tracy
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2018	$ 164,126	Public Facilities	Public parks & facilities	City of Tracy – Parks & Recreation Dept.
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2018	$ 150,000	Public Facilities	Downtown Façade Improvement Program – Prevent blight	City of Tracy – Development Svc. Dept.
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-HOME	2018	$ 107,000	HOME Funding	Rehabilitate residential properties occupied by low income persons	Eden Housing, Inc.
		Subtotal	$ 486,672			
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2019	$ 5,000	Public Service	Homeless prevention, intervention, and transitional housing services	San Joaquin Fair Housing
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2019	$ 5,000	Public Services	Food distribution services	SJ County Food Services Pool
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2019	$ 6,046	Public Services	Food distribution services	Tracy Interfaith Ministries
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2019	$ 5,500	Public Services	Domestic Violence Services	Women's Center Youth & Family Services
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2019	$ 5,500	Public Services	Homeless prevention, intervention, and transitional housing services	McHenry House Tracy Family Shelter
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2019	$ 5,500	Public Services	Food distribution services	Surtec Adopt-A-Family
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2019	$ 5,500	Public Services	Domestic violence services	Chest of Hope, Inc.

CITY OF TRACY GRANT AWARDS
Fiscal Years 2014-2019
4/8/2019

Department	Grant	Fiscal Year	Amount	Purpose	Community Benefit	Recipient
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2019	$ 5,500	Public Services	Homeless prevention, intervention, and transitional housing services	Tracy Community Connections Center, Inc.
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2019	$ 5,500	Public Services	Youth education & enrichment Services	UNeed2
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2019	$ 5,500	Public Services	Senior & special needs services	DRAIL
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2019	$ 5,500	Public Services	Senior & special needs services	Tracy Volunteer Caregivers
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2019	$ 5,500	Public Services	Homeless prevention, intervention, and transitional housing services	Coalition of Tracy Citizens to Assist the Homeless
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2019	$ 207,755	Public Facilities	Removal of architectural barriers (ADA)	Coalition of Tracy Citizens to Assist the Homeless
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-CDBG	2019	$ 163,670	Public Facilities	Rehabilitate residential properties occupied by low income persons	McHenry House Tracy Family Shelter
Dev. Serv., ED	U.S. Department of Housing and Urban Development (HUD)-HOME	2019	$ 58,000	HOME Funding	Partner to construct income restricted family and senior housing facilities	Housing Authority County of San Joaquin
		Subtotal	$ 494,971			
Parks & Rec - Airport	Federal Aviation Administration (FAA)	2016-2018	$ 2,548,721	Reconstruction of Apron (Tarmac)	Replacement of failing asphalt where aircraft tie down or purchase fuel	
Parks & Rec - Airport	Federal Aviation Administration (FAA)	2017-2019	$ 393,300	Upgraded navigational aids to a more advanced system	Navigation aids for landing equipment to assist pilots when landing by making sure planes are lined up correctly with the runways and at the right elevation.	
Parks & Rec - Airport	Federal Aviation Administration (FAA)	2019	$ 1,846,827	Replacement of Beacon, Install Drainage and Replace Asphalt/Markings in South Hangar Area	To reduce seasonal flooding ino the south hangars	
Parks & Rec - Airport	California Department of Aviation		$ 50,000	[CLARIFICATION BEING SOUGHT FROM PAULA JESSUP]		

CITY OF TRACY GRANT AWARDS
Fiscal Years 2014-2019
4/8/2019

Department	Grant	Fiscal Year	Amount	Purpose	Community Benefit	Recipient
Parks & Rec - Airport	State Division of Aeronautics CAAP	2014-2019	$ 50,000	[CLARIFICATION BEING SOUGHT FROM PAULA JESSUP]		
		Subtotal	$ 4,888,848			
Parks & Rec - Transit	Federal Transit Authority	2015	$ 1,260,800	Bus Purchase	New buses for transit operations	
Parks & Rec - Transit	Federal Transit Authority	2015	$ 20,000	Radio Replacements	Upgraded bus radios for transit operations	
Parks & Rec - Transit	Federal Transit Authority	2014-2018	$ 7,035,783	Operating Assistance	Funding for operations of the Tracer bus system	
Parks & Rec - Transit	Federal Transit Authority	2014-2018	$ 7,510,066	FTA Matching Funds	Matching funds for operations and capital purchases for transit operations	
Parks & Rec - Transit	Federal Transit Authority	2014-2018	$ 9,094,314	Roadways projects	Repair, maintenance and construction of roadways throughout Tracy	
		Subtotal	$ 24,920,963			
Police	DOJ Edward Byrne Justice Assistance Grants	2016	$ 11,365	The police department purchased Light Detection and Radar guns for the Traffic Unit, WRAPS to restrain combative prisoners, and bicycle safety helmets and equipment for the bike patrol unit.	Public safety,	
Police	DOJ Edward Byrne Justice Assistance Grants	2017	$ 11,118	To purhase radar units for Traffic Officers to determine the speed of vehicles, Chest Seals to assist officers in immediately stopping the bleeding of a serious wounds, Kinetic Projectile Devices to provide another option for less lethal tactics. These devices allow for a subject to be incapacitated with a rubberized bullet and shortens the resistance time of the suspect.	Public safety	
Police	DOJ , Bureau of Justice Assistance Bulletproof Vest Partnerships	2017	$ 15,073	For the purchase of body armor for sworn law enforcement officers	Protection of law enforcement officers while protecting the public	

CITY OF TRACY GRANT AWARDS
Fiscal Years 2014-2019
4/8/2019

Department	Grant	Fiscal Year	Amount	Purpose	Community Benefit	Recipient
Police	DOJ Edward Byrne Justice Assistance Grants	2018	$ 10,816	For the purchase of a Robotic Movable Target System	Public Safety by ehanced law enforcement training	
Police	DOJ , Bureau of Justice Assistance Bulletproof Vest Partnerships	2018	$ 7,481	For the purchase of body armor for sworn law enforcement officers	Protection of law enforcement officers while protecting the public	
		Subtotal	$ 55,853			
Public Works	CalRecycle Beverage Container Recycling Program	2017	$ 22,464	"Big Belly" Units - dual trash and recycling units that save time on collection by sending notification when the unit(s) need to be emptied. There are currently 9 units in the City, three of which are at the Legacy Fields soccer fields. The other six are in public areas throughout town. The City is in the process of ordering four more for the baseball fields at Legacy Fields.	Reduction in cost and effort of recycleable collection	
Public Works	CalRecycle Beverage Container Recycling Program	2018	$ 22,729	The EcoHero Recycling Show is an assembly offered to elementary schools that teaches the students about the importance of recycling, litter reduction, water conservation, etc. This program is scheduled directly between EcoHero and the elementary schools in our City. Participation is voluntary.	Education	
Public Works	CalRecycle Beverage Container Recycling Program	2019	$ 22,784	Printing Recycling Brochure	Education	
Public Works	CalFire/California Climate Investment Cap and Trade - Greenhouse Gas Reduction Fund	2017-2020	$ 300,254	Plant Trees in Various Locations	Reduced greenhouse gas emissions	
Public Works	PG&E Public Purpose Program	XXX	$ 10,423	Retrofit Boyd Service Center Lights	Reduce long-term costs	
		Subtotal	$ 378,654			

CITY OF TRACY GRANT AWARDS
Fiscal Years 2014-2019
4/8/2019

Department	Grant	Fiscal Year	Amount	Purpose	Community Benefit	Recipient
Fire	FEMA/DHS Assistance to Firefighters Grant (AFG)	2014	$ 274,364	Self-Contained Breathing Apparatus Purchase	Provides modernized essential life-safety protective equipment for firefighters	
Fire	FEMA/DHS Assistance to Firefighters Grant (AFG)	2016	$ 239,728	Mobile Fire Training Facility	Provide facility to allow for live-fire training and firefighter skills improvement for public safety	
Fire	FEMA/DHS Staffing for Adequate Fire and Emergency Response (SAFER)	2018 - 2021	$ 791,657	Firefighter Staffing	Provides funding for 3 additional personnel at Fire Station 93. Improves daily staffing levels for public safety	
		Subtotal	$ 1,305,749			
		Total	$ 92,441,616			



GRANT NETWORK SOFTWARE SUBSCRIPTION

PROCUREMENT FEATURES

- Create and track projects the City of Tracy needs funded
- Create and track the City’s goal and objectives for each project
- Assign metrics to track performance for each goal or objective
- Search relevant grant opportunities (16,000+ federal, state and foundation grants)
- Provide access to over 1,000 examples of previously funded applications
- Professional analysis of funding opportunities (by a real team of people—not algorithms)
- Email grant opportunities to others and track activity
- Assign grants to projects City’s setup in the system
- Create approval workflows to approve grant pursuance
- Create required and reminder tasks
- Build the City’s narrative and grant budget
- Collaborate with the City’s project team on an application
- Save all the City’s files in one place
- Access Uniform Guidance reference tools
- Manage the communication and approval of grant awards
- Track the City’s win rate by project, department and organization
- Track all pre-award grant activity by department project, CFDA, etc.
- Track all grants that are being considered and have been applied for
- Allocate and track multiple funding sources
- Push application and award date to the City’s financial system



GRANT NETWORK SOFTWARE SUBSCRIPTION

GRANT MANAGEMENT FEATURES

- Track and report all of the City’s projects (total awards)
- Track and report on the City’s goal and objectives for each project
- Build and save template reports for internal and external reporting
- Build workflows to automate approvals and periodic reviews
- Email reports to others and track activity
- Setup required tasks at various post-award stages
- Integrate the City’s project tasks with the City’s email calendar
- Track and report on grant expenditures
- Collaborate with the City’s project team on performance reports
- Save all the City’s files in one place
- Track and report on budget-to-actual by grant
- Manage the communication and approval of budget amendments
- Track and report all post-award grant activity by department, project, CDFA, etc.
- Track and report on past due and completed tasks
- Track and report on multiple funding sources (federal, state, foundation)
- Import financial transactions from the City’s financial system
- Create and solicit grant opportunities privately or publicly
- Manage the City’s applicants and subrecipients (see subrecipient management features)
- Digital Code of Federal Regulations Title 2 Grants and Agreements
- Templates and tools library
- Consulting, basic & advanced training, and proposal development (see consulting & training services)



GRANT NETWORK SOFTWARE SUBSCRIPTION

SUBRECIPIENT MANAGEMENT FEATURES

- Create and track grant solicitation
- Score and record decisions on applicants
- Check DUNS and EIN data
- Check the Federal Audit Clearing House
- Track applicant history
- Share the City’s goal and objectives for each grant and monitor progress
- Share metrics to track performance for each goal or objective
- Create workflows and task reminders for the City’s sub-recipients
- Create and track reimbursement requests
- Collaborate with the City’s internal and external stakeholders
- Save all the City’s files in one place
- Access Uniform Guidance reference tools
- Manage the communication and approval of grant activities
- Track all pre-award grant activity by department, project, Catalog of Federal Domestic Assistance (CFDA), etc.
- Track all grants that are being considered and have been applied for
- Allocate and track multiple funding sources
- Import application and award date from financial system (integration services required)

PROFESSIONAL SERVICES

Successfully pursuing grant funding year after year requires proactive preparation, strategic alignment and budgeted resources. Yet, many organizations, find themselves reacting to meet grant deadlines, pursuing grants without a clear understanding of what is required to be successful or avoiding grants altogether because they lack the necessary resources to compete effectively. Competitive grants are time sensitive and require immediate attention whereas procurement processes and internal resources take time to be approved. This often creates tension between the desire to go after alternative funding sources and/or the ability to effectively pursue them.

ECivis will provide consultants and support staff as required to help manage the City’s immediate requirements. When departments need expert support in pursuing grants, eCivis, can provide services such as grant development and grant writing services, grant review services, and general grant consulting.

Strategic Grant Development and Grant Writing Service. The eCivis grants team can help the City develop a comprehensive, long-term approach to grants that doesn’t just solve a single grant need, but establishes a comprehensive solution that will lead to sustainable grant successes.

As part of this comprehensive solution, the eCivis grants team can assist staff to:

- Thoroughly understand key initiatives and projects in the City’s organization eligible for grant funding.
- Research grants that align to these initiatives and organizational priorities to fill existing gaps.
- Assess organizational capacity to apply for grants successfully and calendar key grants to be applied for over the next 2-3 year.
- Align internal procurement processes and resources to pursue grant opportunities in a more efficient and effective way.
- Review and edit grant applications prepared by the City’s organization.
- Draft grant proposals and provide strategic advice and consulting services to shape a priority project in accordance with the priorities articulated in the grant funding notice.

CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT
FOR GRANT MANAGEMENT SOFTWARE LICENSE SUBSCRIPTION AND CONSULTING SERVICES

This Master Professional Services Agreement (Agreement) is entered into between the City of Tracy, a municipal corporation (City), and eCivis, Incorporated, a Delaware corporation, (Consultant).

RECITALS

A. On October 4, 2018, the City issued a Request for Qualifications and Proposals (RFQP) for Grant Management Software and Consulting Services.

B. On November 8th, 2018 Consultant submitted its proposal for the Project to the City.

C. After negotiations between the City and Consultant, the parties reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.

Now therefore, the parties mutually agree as follows:

1. Scope of Services. Consultant shall perform the services generally described in Exhibit "A" attached and incorporated by reference. Consultant's specific scope of services shall be more particularly described in individual Task Orders subject to the written approval of the City and Consultant. The terms of this Agreement shall be incorporated by reference into each Task Order. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Ryan Baird, Executive Director. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," nor shall Consultant use any subcontractor or subconsultant, without the City's prior written consent or written request.

2. Time of Performance.

2.1 Time is of the essence in the performance of services under this Agreement and the timing requirements set forth here shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in each individual Task Order. Any services for which times for performance are not specified in each individual Task Order shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for extensions of time to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.2 Term of Purchased User Subscriptions. User subscriptions purchased by the City shall commence on the start date specified in each Task Order and continue for the subscription term specified therein.

3. Compensation.

3.1 General. For professional services performed by Consultant under this Agreement, City shall pay Consultant on a time and expense basis, at the billing rate amounts set forth in Exhibit "B," Not to Exceed the amount set forth in each individual Task Order. Consultant's billing rates, and Not to Exceed amount, shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the Not to Exceed amount without City's prior written approval.

For subscription services performed by Consultant under this Agreement, the City shall pay Consultant on an annual basis at the billing rate amounts set forth in Exhibit "B," Not to Exceed the amount set forth in each individual Task Order. As new subscriptions are purchased, billing amounts shall be prorated based on the period remaining for the initial subscription service.

3.2 Invoices. Consultant shall submit annual invoices for the subscription service and non-recurring implementation services. For separate professional services to the City, Consultant shall submit monthly invoices describing the services performed, including times, dates, and names of persons performing the service.

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

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses in connection therein) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

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

5. Insurance.

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

5.2 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) coverage shall be maintained in an amount not less than $2,000,000

general aggregate and $1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

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

5.5 Professional Liability coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than $1,000,000 per occurrence.

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

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

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

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

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

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

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

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

6. Independent Contractor Status; Conflicts of Interest. Consultant is an independent contractor and is solely responsible for all acts of its employees, agents, or subconsultants,

including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization to Consultant.

Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. City may terminate this Agreement if Consultant maintains or acquires such a conflicting interest.

7. Termination. The City may terminate this Agreement by giving ten days written notice to Consultant. Upon termination, Consultant shall give the City all original documents, including preliminary drafts and supporting documents prepared by Consultant for this Agreement. Additionally, Consultant shall provide the CITY with a data export of all its electronic files contained within the eCivis program. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

8. Ownership of Work. All original documents prepared by Consultant for this Agreement are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. Additionally, Consultant shall provide the CITY with a data export of all its electronic files contained within the eCivis program. No such documents or files shall be revealed or made available by Consultant to any third party without the prior written consent of City.

9. Warranty.

9.1 By entering into this Agreement with the CITY, Consultant warrants (i) the Services shall perform materially in accordance with this Agreement, (ii) Consultant shall not transmit Malicious Code to the CITY, provided it is not a breach of this subpart if the CITY or a user uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, your exclusive remedy shall be as provided in Section 7 (Termination for Cause).

9.2 The Consultant warrants that all provided solution components shall perform in substantial conformance to the product specifications, contract terms, and industry standards.

9.3 Consultant warrants the medium on which all application software provided is free from defects.

9.4 Consultant warrants that all software and services are of current design, release, and professional knowledge at the time of implementation.

9.5 Consultant warrants that it holds sufficient licensing rights and/or title to any application software for which it issues licenses.

10. Miscellaneous.

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

To City:	To Consultant:
City of Tracy Finance Director 333 Civic Center Plaza Tracy, CA 95376	James Ha, Chief Executive Officer 418 N Fair Oaks Ave, Suite 301 Pasadena, CA 91103

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

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

10.2 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by licensed professionals performing in the same or similar time and locality, and under the same or similar circumstances.

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

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

10.5 Assignment and Delegation. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

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

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

10.8 Business Entity Status. Contractor is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Contractor. City may void this Agreement if Contractor is a suspended corporation,

limited liability company or limited partnership at the time it enters into this Contract, City may take steps to have this Agreement declared voidable.

10.9 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License.

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

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

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

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

City of Tracy

_____
By: Robert Rickman
Title: Mayor

Date: _____

Approved by City Council on April 16, 2019 by Resolution No. 2019-0_____.

Attest:

_____
By: Adrianne Richardson, Interim City Clerk

Approved As To Form:

_____
By: Thomas T. Watson, City Attorney

eCivis Incorporated, a Delaware corporation

_____
By: James Ha
Title: President and Chief Executive Officer

Date: 3/22/19

_____
By: Justin Kerr
Title: Chief Financial Officer

Date: 3-22-2019

Federal Employer Tax ID No. 87-2732535

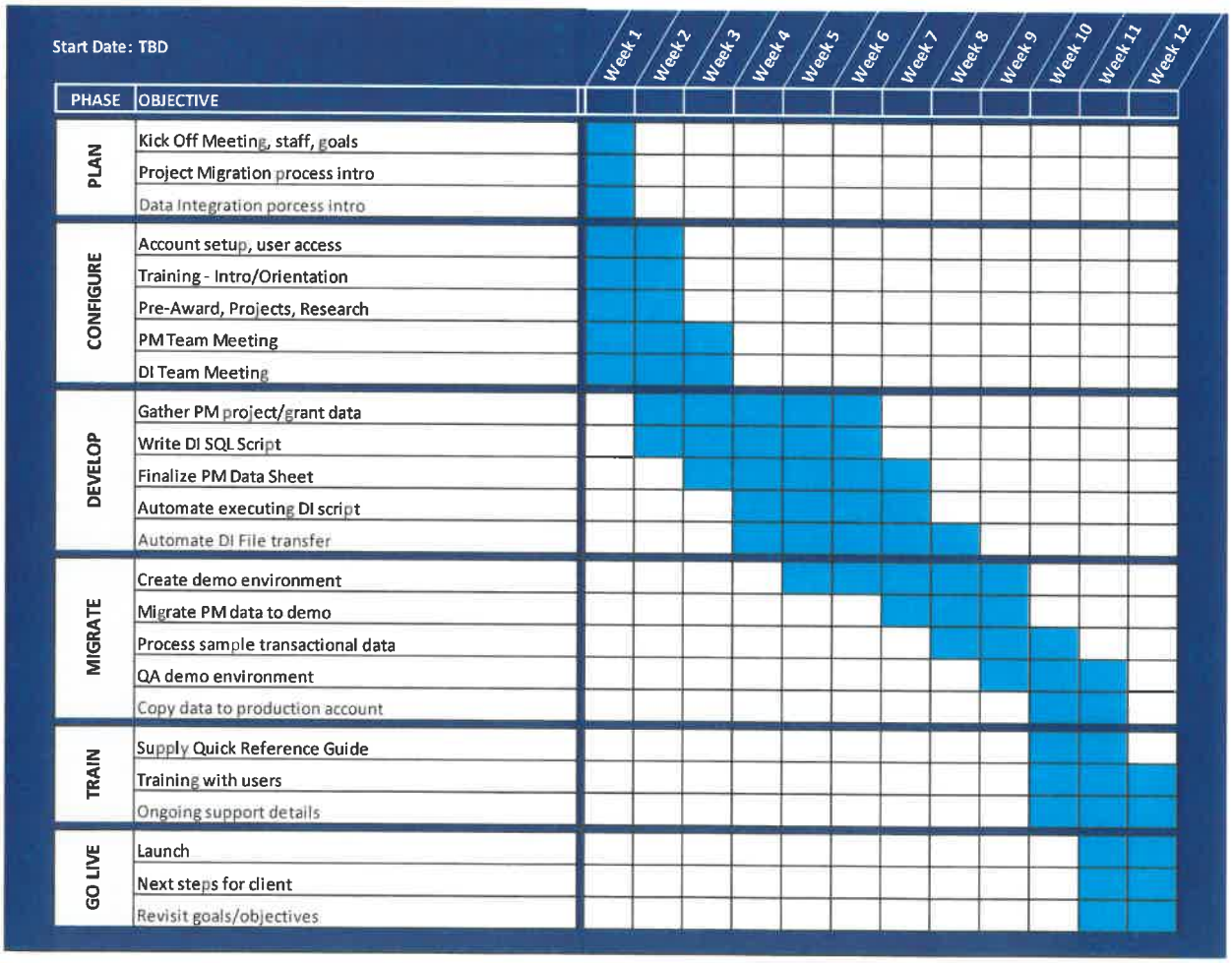
Exhibits:
A. Scope of Services, Personnel,
B. Billing Rates

EXHIBIT A
SCOPE OF SERVICES

1. Scope Verification - Summary: The City's subscription to eCivis Grants Network shall include full-scale implementation services including initialization, data migration, training, and support services. Department-wide implementation of a comprehensive grant management system with functionality including grant research, process workflow, award management and tracking outcomes (A summary of services begins on page 11 of this Exhibit).

Project scope includes, but is not limited to: (1) Consolidation to a single system/source of grant data/information, (2) Standardization of an agency-wide budget template, 3.) Mapping expenditures to standard budget to view actual to budget spending & managing financial data so that it relates to specific funds, (4) Created a system to automatically export financial data from SAO to eCivis, (5) Created and supported mapping processes and procedures to setup internal controls & workflows, and (6) Provided real-time dashboard views into grant portfolio.

The eCivis implementation timeline shall include sample milestones or initiatives in each project phase. These shall be further customized according to the City's needs. The schedule shall be flexible in response to City staff task requirements. The schedule assumes a single go-live, although the City can request support phased go live dates wherein one department goes live first and subsequent departments go live thereafter.



2. **Support Services** - Subscription services shall include unlimited toll-free telephone and email support. In eCivis's City SaaS subscription eCivis shall dedicate a City Services Representative (CSR) to serve as the main point of contact for the City. The dedicated Customer Service Representative shall be available for contact Monday through Friday from 7:30 am until 5:30 pm PST, toll-free at (877) 232-4847. Grants Network ™ shall provide a robust self-service site including a pop-up help menu that appears on each screen, training videos, topical assistance (e.g., Uniform Guidance or FFATA requirements), and an option to contact support@ecivis.com.

3. **Program Integration** - eCivis has confirmed compatibility with all the City's finance software system (Tyler-Munis) and shall provide technical assistance to cause the appropriate interconnection.

4. **Central Point of Contact** - David Shea shall be the City's central point of contact for implementation services including initialization, data migration, training, and support services to establish service, resolve issues and end service. David Shae shall engage with the City upon award and shall coordinate all eCivis resources to address customer service issues and concerns. David Shea can be reached 8 a.m. to 5 p.m. PST at dshea@ecivis.com.

5. **Response Time to Reported Problems** - eCivis shall respond to all City inquiries within 24 hours.

6. **Software** - eCivis is web-based and is compatible with all modern browsers.

7. **Ease of Use, Ease of User Access, and Ability for Easy Input and Output for Users** - eCivis shall provide an intuitive and user-friendly program. Users will be able to follow an intuitive step-by-step interface to prompt them through the lifecycle. In-page help prompts shall be available on all pages, including a shortcut to email for support.

8. **Collaboration Amongst Users** - eCivis Grants Network™ shall foster collaboration through a team-based projects, reporting, and dashboards and reports to increase transparency and simplify communication. The Tracking & Reporting function shall allow end users to easily collaborate across departments by building project teams and setting permissions and alert preferences for individual team members, no matter which department they are in. When a City team member leaves, all tasks assigned to that team member shall be sent to the team leader, ensuring that nothing slips through cracks.

9. **Efficiencies** - eCivis Grants Network™ and complementary Grant Services shall work together to produce efficiencies throughout the grant lifecycle. For example, the grant research tool will reduce the time to search and vet grant opportunities. eCivis shall employ a full-time professional staff to research and summarize the most important information from the thousands of disparate Federal and non-federal grant solicitations into a standardized format, to allow users to access, research and determine pursuance of more grants in less time. The average time to read and summarize a grant solicitation is approximately 2 hours. An eCivis user shall be enabled to accomplish the same task in 10 minutes.

10. Assistance via On-Line Help and Productivity Tools -Written custom training manuals shall be developed during the implementation by eCivis, which the City can make available to users. In addition, eCivis shall provide guides within the system, help features to provide contextual tips, and an easy link to email eCivis' support team for one-on-one help.

11. Hardware Compatibility - In order to assure compatibility with eCivis, the City shall have access to modern browsers. eCivis is compatible with mobile and tablet devices.

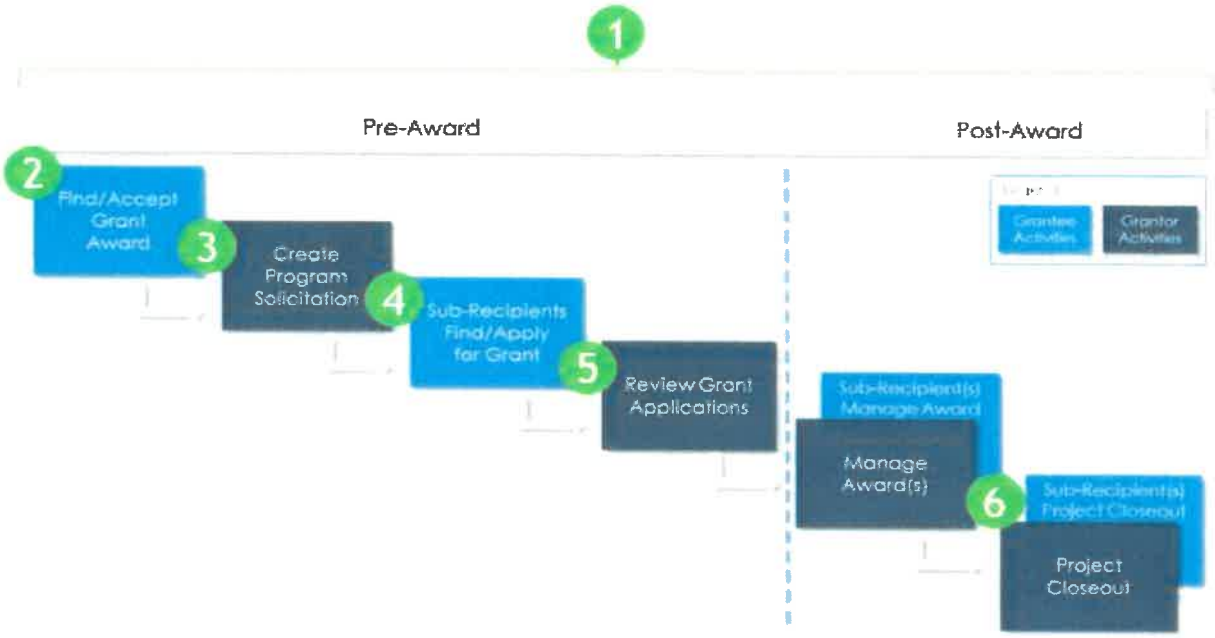
12. Maintenance - New software releases shall be included in City's subscription. As a SaaS provider, eCivis shall maintain its IT infrastructure and ongoing maintenance. As a SaaS solution, eCivis shall provide regular ongoing unobtrusive upgrades as part of the City's subscription. There will be no patches that customers shall plan to install across servers or individual computer systems. As a SaaS provider, eCivis shall maintain a 99.99% uptime availability of its services so it is accessible 24 hours a day, 7 days a week. Multitenant architectures shall be able scalable indefinitely to meet the City's demand. eCivis shall also provide other product integrations to allow leverage of the City's existing ERP systems with the eCivis platform.

eCivis is a software as a service (SaaS) platform requiring no special software or on premise installations. All maintenance costs such as data storage and system upgrades are included as part of the annual subscription.

13. Data, Document, and Information Transfer - When the contract has expired, eCivis shall provide the CITY with a data export of all of its files contained within eCivis.

14. Grant Recipient and Subrecipient Management - eCivis Grants Network™ software is a fully integrated, comprehensive grants management platform that shall enable the City to centralize financial and programmatic grant information. It shall connect lead recipients with subrecipients through improved data standards and powerful workflows. eCivis shall provide functionality based on best practices, which includes addressing grant compliance requirements. It shall test functionality across multiple layers of City government with a variety of subgrantee organization types, to ensure that grantee and subgrantee grant processing can be aligned with the City's grant processing needs. The following diagram provides a high level overview this process.

Exhibit A
SCOPE OF SERVICES



1 Grant Workflows

Grants Network will reduce your time spent on pre-award and post-award grant activities with configurable workflows, task reminders, and integration capabilities.

2 Manage Federal Awards

Our team of professional analysts reviews Federal grant funding opportunities to track and manage critical program data, including CFDA numbers and key dates.

3 Creating Solicitations

Easily create private or public program funding solicitations. Attach custom files for applicants to download.

4 Grantees Submit Applications

Grantees can access program solicitations and apply online.

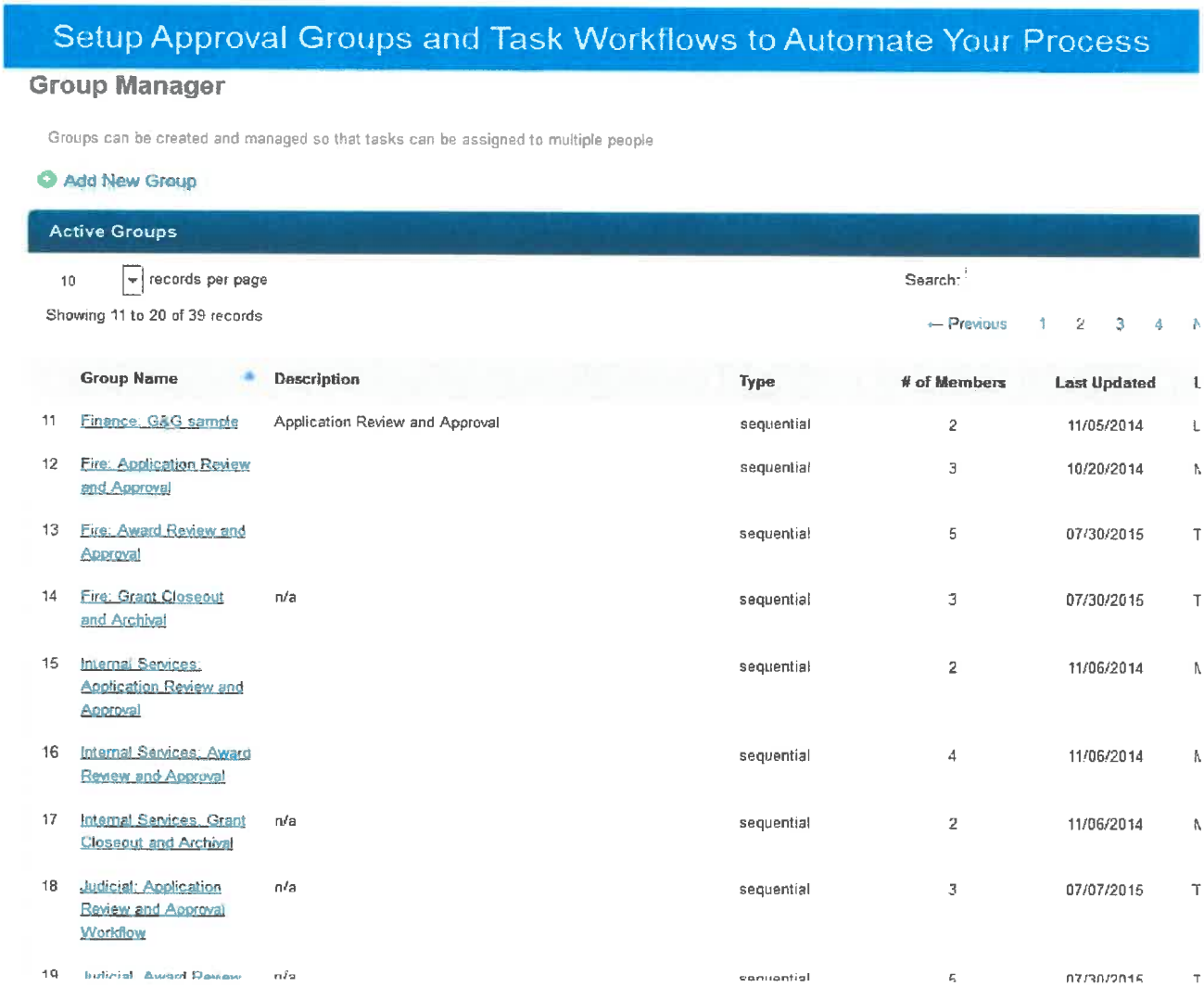
5 Review and Manage Grantee Applications

Easily manage all program solicitations, review applications, and manage your awards.

6 Sub-Recipients

Monitor sub-recipients and consolidate their reporting with your own to streamline reporting back to funders.

15. Workflows - eCivis Grants Network™ software shall provide users with the ability to create custom task and approval workflows. It shall also allow for the creation of groups. "Groups" will permit organizations to create review committees, approval teams, and a variety of custom workflows that manage one or many projects and departments. The following is an example of how City can create multiple workflows with groups to automate the grant review process.



Default processes shall be made possible using the software's existing workflow capabilities. A diagram of a sample workflow, Approval Process Flow, is provided below in Figure 1. Tasks, reminders, approvals, and file attachments can be incorporated into a single workflow to manage distribution of loan information among assigned users.

Approval Process Flow

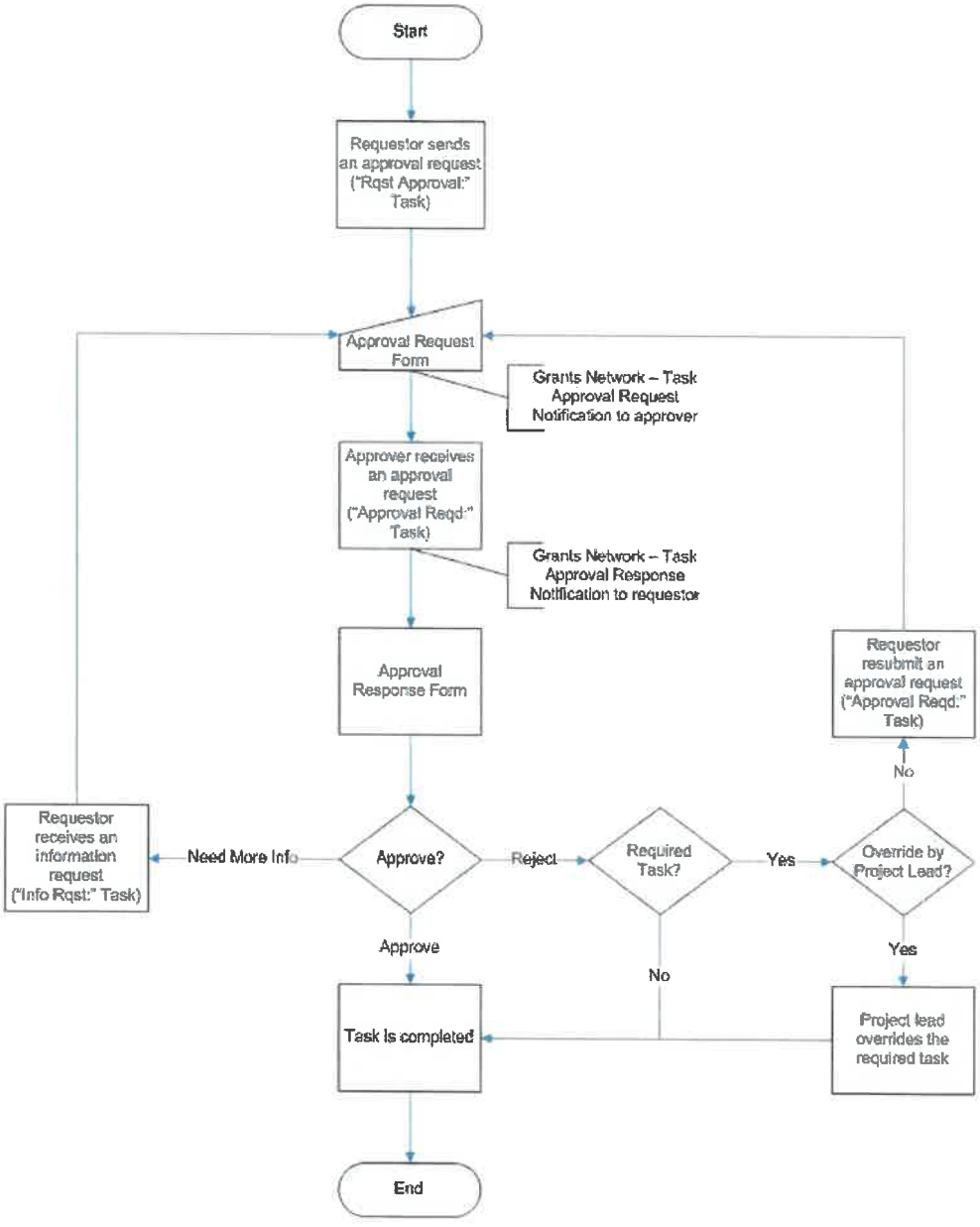
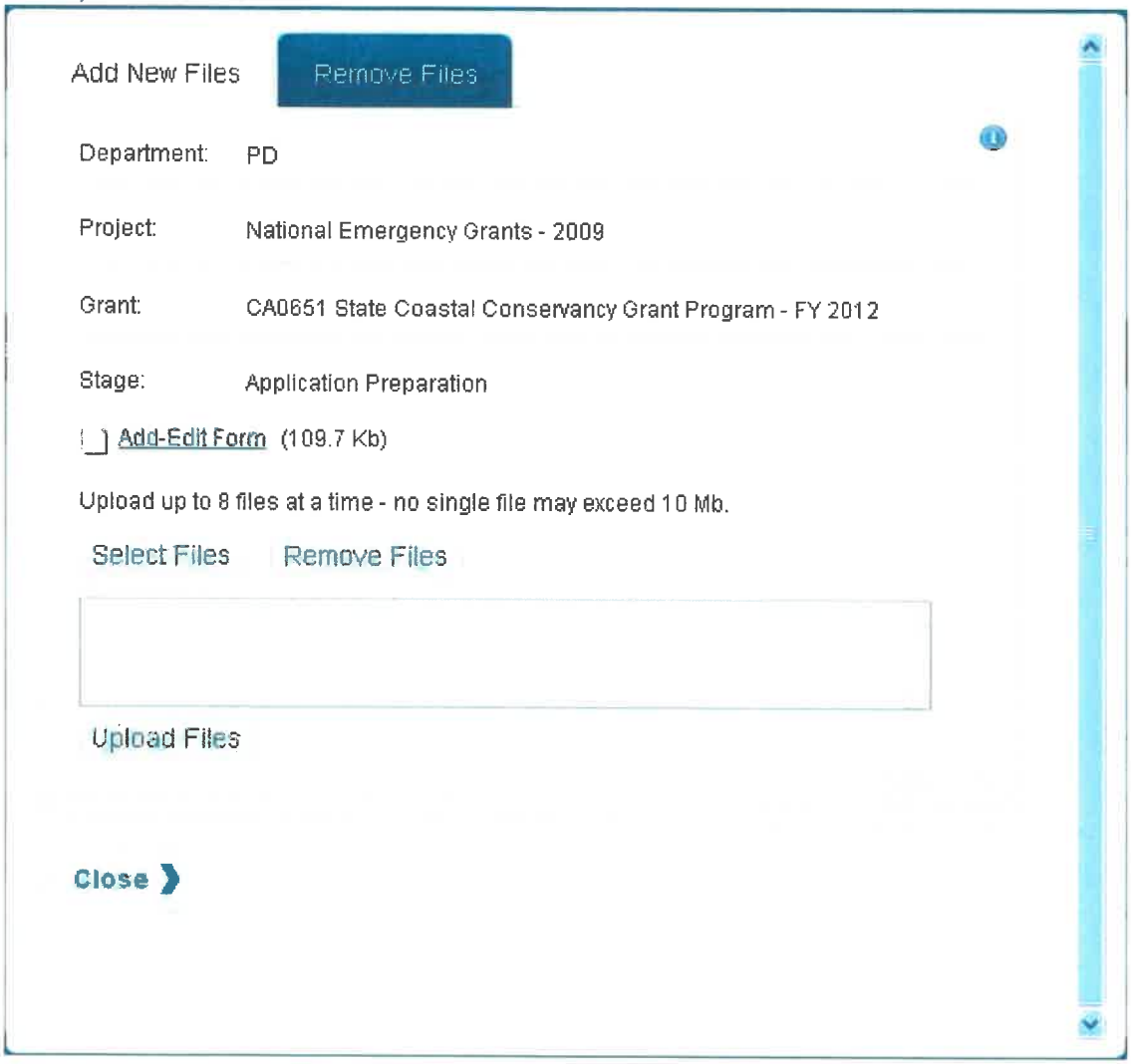


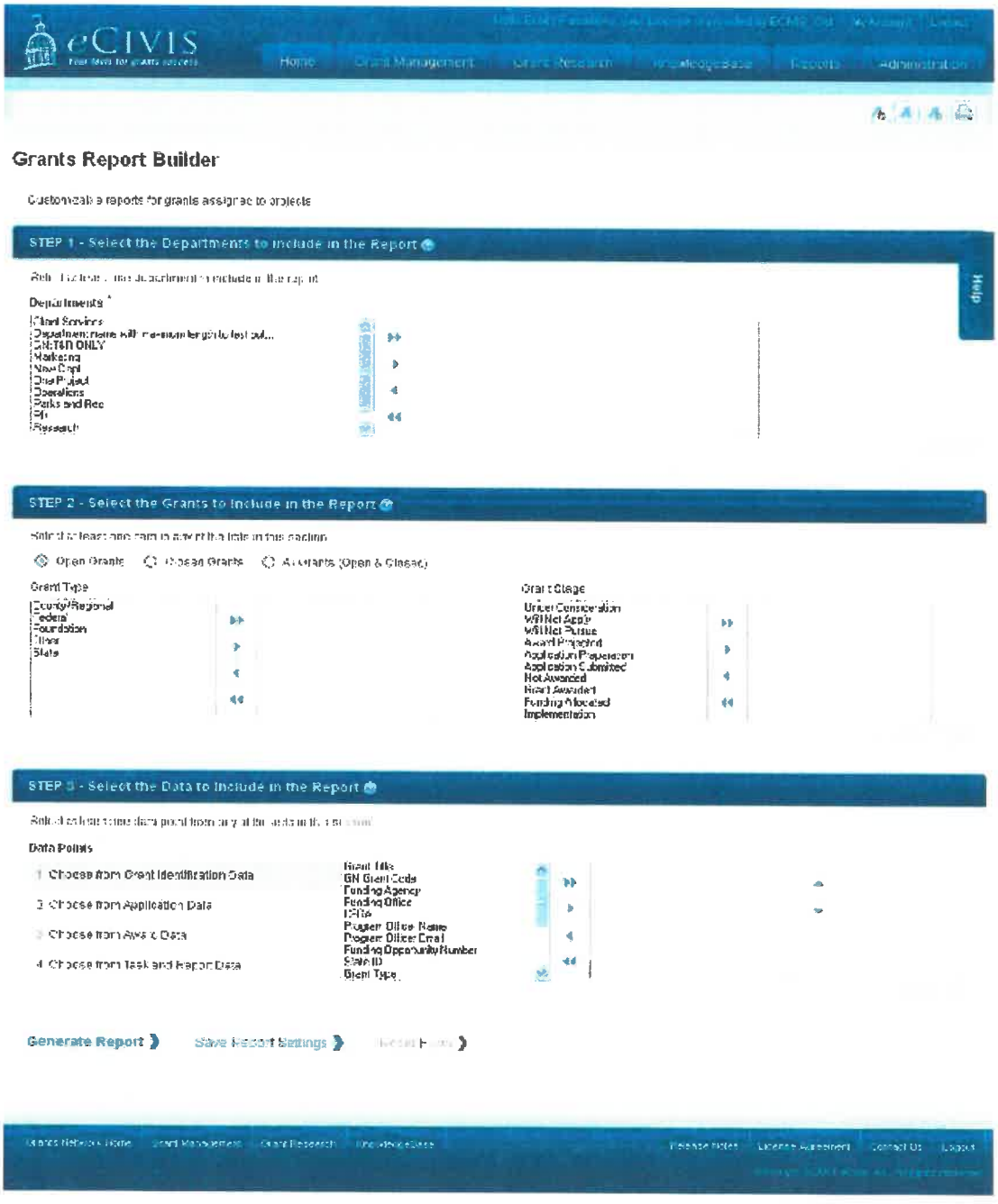
Figure 1 – Sample Approval Process Flow

16. Document Management - eCivis Grants Network™ software shall allow simple document management capabilities. Files shall be easily uploaded and accessed at the project or grant level. Permission levels shall allow users to view all files for all departments, individual departments, by project, or by grant. All files shall be searchable and accessible through the file library. Search features include filtering options as demonstrated below:

File Upload Screen



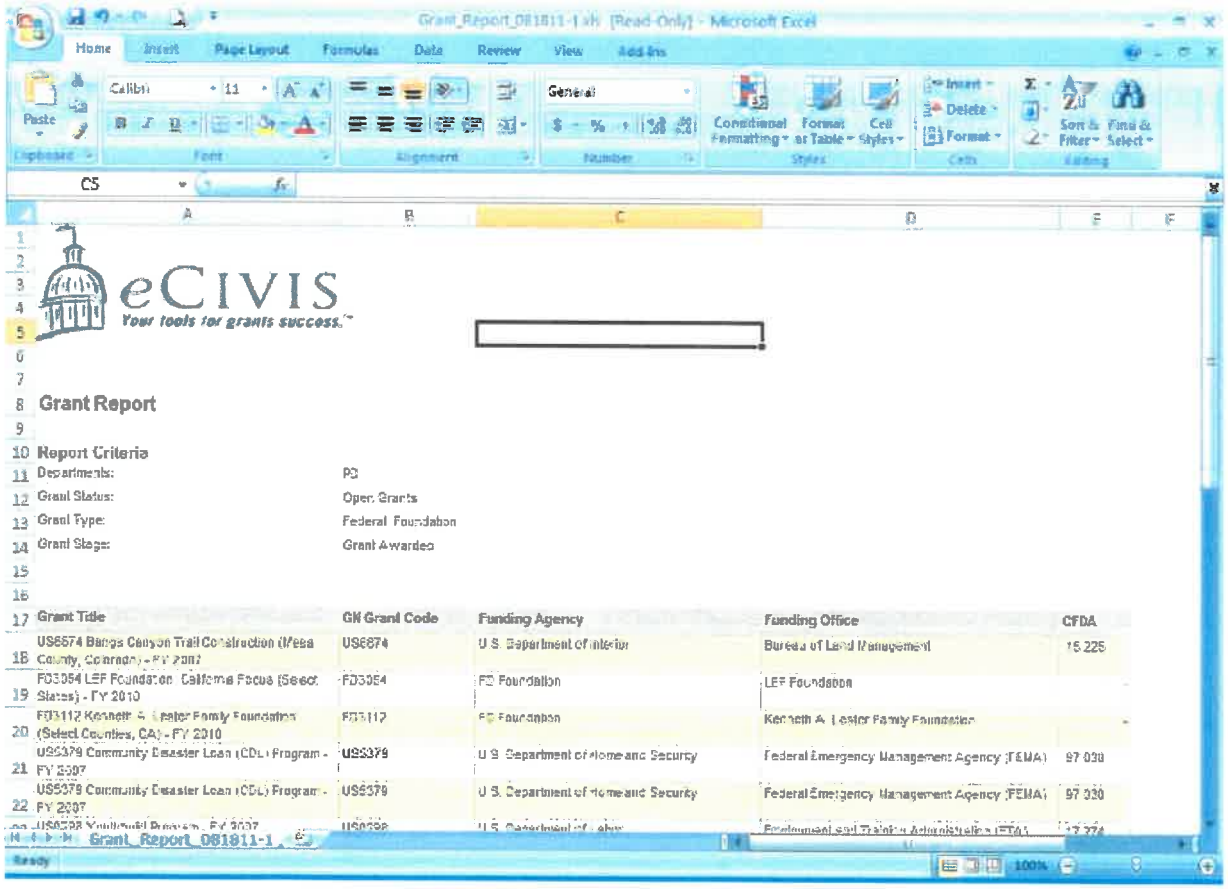
17. Reporting Capabilities - eCivis Grants Network™ shall provide standard and ad-hoc reporting. The most commonly requested reports are included as standard reports. Ad-hoc reports shall allow users to create custom reports using hundreds of data points tracked within the software. Users will follow an intuitive step-by-step interface to create reports as demonstrated below.



Ad-hoc reports shall be easily saved with a description to help the report creator or others easily identify the report's purpose as demonstrated below:



All reports shall be able to be generated in a Microsoft Excel format similar to the following:



18. User Training -

a. eCivis' shall host basic web-based training, to introduce internal users to system functionality, then eCivis shall train all users via onsite workshops. The onsite workshops shall be tailored to the City's workflows. Trainers shall have government experience and understand the public and non-profit sectors.

b. Written custom training manuals shall be developed by eCivis during the implementation, which the City can make available to users. In addition, eCivis shall provide guides within the system, help features that provide contextual tips, and an easy link to email eCivis' support team for one-on-one help.

c. eCivis shall work with the City to define training requirements and develop appropriate material for external and subrecipient users. In addition, the City can direct external users to online resources; regularly scheduled public webinar training sessions, and eCivis shall make available video recordings for their roles and use cases.

d. eCivis shall help the City evolve its grant operations through technology solutions, and with the dedicated support of a strong team of grant professionals who shall provide both technical and consultative support throughout the entire contract term.

e. Education/training offerings

i. Management Overview - eCivis shall work with the City to identify training needs relevant to managers and create custom, abbreviated training and tools.

ii. User Education - Users shall receive training and written materials. User exposure and education can begin as early as project kick off. Users are added to the system throughout implementation and are able to learn independently in addition to organized trainings.

iii. Technical/Support Education - Technical support shall be included in the subscription.

iv. Computer Based Training - Computer-based training will be typically offered as a webinar. The trainings are divided into pre and post award and follow the sequence of the grant lifecycle.

v. On-site training - On-site training shall be included for the initial user training.

vi. Webinar Time Requirements - Each webinar shall be scheduled for 90 minutes, including time for questions.

vii. Training Courses provided for the Software Applications -
a. Pre-Award Training

b. Post-Award Training
c. Management Training

viii. New Users Training after Software Implementation - New users or existing users needing refresher training can refer to the custom manuals. eCivis will host regular training webinars. As a best practice the City is encouraged to host specialized training for their own users as needed.

19. Professional Services

a. Included in the standard licensing agreement, eCivis shall assist with the identification of City key initiatives and projects eligible for grant funding and Identify competitive ad-vantages for grant funding applications.

b. Additional Services - The following shall be provided as "additional services." Proposals for Task Orders for these services will be based on the fees indicated in Exhibit B, Fee Schedule, unless otherwise noted.

i. Assess organizational capacity to apply for grants successfully and calendar key grants to be applied for over the next 2-3 years.

ii. Assist in aligning internal procurement processes and resources to pursue grant opportunities in a more efficient and effective way.

iii. Review and edit grant applications prepared by City of Tracy. *This is available as an added service that can be quoted for each individual grant program.*

iv. Draft grant proposals and provide strategic advice and consulting services to shape a priority project in accordance with the priorities articulated in the grant funding notice. *This is available as an added service that can be quoted for each individual grant program.*

20. Personnel Assigned to Project

a. Ryan Baird, Executive Direct, eCivis
b. David Shea, Sales and Operations Manager, eCivis

21. Summary of Services

SOFTWARE FEATURES
GRANT ACQUISITION
1. Create and track projects that require funding
2. Create and track project goals and objectives
3. Assign metrics to track performance for each goal or objective
4. Search relevant grant opportunities (federal, state and foundation grants) that are relevant to the City
5. Provide the City with examples of previously funded applications
6. Provide professional analysis and executive summaries of funding opportunities that are relevant to the City and for which City is eligible
7. Email grant opportunities to others and track activity
8. Assign grants to projects that are added to the software program
9. Create approval workflows to approve grant pursuance
10. Create required and reminder tasks
11. Build the City's narrative and grant budget
12. Track who in the City is applying for or interested in specific grants
13. Save all files electronically in one location
14. Provide access to tools that will aid in confirming application compliance with the Uniform Code Guidelines
15. Manage the communication and approval of grant awards
16. Track the City's success rate by project, department and organization
17. Generate reports by project, department, and organization
18. Track all pre-award grant activity by department, project, CFDA, etc.
19. Track all grants that are being considered or have had applications submitted
20. Allocate and track multiple funding sources
21. Push application and award date to the City's financial system (integration services required
GRANT MANAGEMENT
1. Track and report all projects (total number of awards)
2. Create, track, and report on goals and objectives for each project
3. Assign metrics to track performance for each goal or objective for each project
4. Collaborate with project team on performance reports
5. Build and save template reports for internal and external reporting
6. Generate custom reports including by project, department, and organization

7. Build workflows to automate approvals and periodic reviews
8. Integrate project tasks and deadlines with calendar and automatic e-mail reminders/alerts pertaining to grant-required deliverables (i.e., reports, reimbursement and drawdown requests)
9. Save all files electronically in one location
10. Track and report (by grant), budget-to-actual expenditures
11. Manage the communication and approval of budget amendments
12. Budget management and ERP/GL data integration
13. Track and report (and e-mail reports) post-award grant activity by department, project, CDFA, etc.
14. Track and report on past due and completed tasks
15. Alert when a grant reimbursement request hasn't been done for X number of days
16. Track and report on multiple funding sources (federal, state, foundation)
17. Digital CFR Title 2 Grants and Agreements
18. Application accessibility via web browser
19. Import/export files and reports to/from Microsoft Office
20. Automatically generate federal OMB financial reports per grant timelines (eCivis has a custom report builder that can provide the majority of information needed for a Federal report)
21. Create and run custom queries
22. Identify and categorize grant by type (state, federal, state pass through, etc.)
23. Search by keywords
24. Filter grants by
    - Funding agencies: federal, state, foundation, corporate, etc.
    - Due date
    - Match requirement
    - Fund No.
25. Provide guidance and alerts regarding grant applicant compliance with 2 CFR 200
26. Alert users when another employee is looking at grant data
27. Create and track projects that need funding
28. *Assign metrics to track performance for each goal or objective*
29. Assign grants to projects
30. Assist in building the City's narrative and grant budget
31. Collaboration amongst a project team on an application
32. Access to tools that will assist in grant administration [clarify]
33. Manages the communication and approval of grant awards (creates approval workflows)
34. Tracks the City's success rate of grant award by project, department and organization
35. Track pre-award (all grants that are being considered or have had applications submitted), post award and closeout grant activities by department, project, CFDA, etc.
36. Allocate and track multiple funding sources
37. Identify competitive advantages for grant funding applications
38. Establish audit trails for all grant activities sufficient for single-audit requirements
39. User training (including for Sub-Recipient Management Program)
    a. Computer-based training on proposed software system
    b. Computer-based training on how to apply for a grant

Exhibit A
SCOPE OF SERVICES

SUB-RECIPIENT MANAGEMENT PROGRAM FEATURES
1. Creates and tracks grant and funding solicitations to sub-recipients
2. Scores and records decisions on sub-recipient applicants
3. Checks DUNS and EIN data
4. Tracks applicant history
5. Track all grants that are being considered and have been applied for
6. Electronically shares goals and objectives amongst stakeholders for each grant and monitors progress
7. Track whom (i.e., potential sub-recipients) is applying for or interested in specific grants
8. Shares metrics to track performance for each goal or objective
9. Establishes an audit trail for all grant activities sufficient for single-audit requirements
10. Create workflows and task reminders for sub-recipients
11. Allocate and track multiple funding sources
SUB-RECIPIENT MANAGEMENT FEATURES:
12. Import application and award date from financial system (integration services required)
13. Provide training for staff and end-users
14. Interface with latest version of Microsoft Office Suite
15. Creates, tracks and organizes reimbursement requests and payments
16. Provides management of electronic communication, collaboration, and approval of grant activities amongst all stakeholders
17. Save files in single electronic location
18. Provides access Uniform Guidance reference tools
PROFESSIONAL CONSULTING SERVICES
1. Provide executive summaries of grants, including eligibility, match requirements, maximum funding availability, and grant contact info.
2. Track who at the City is applying for or interested in specific grants
3. Search grant opportunities (federal, state and foundation grants) that are relevant to the City
4. Provide the City access to examples of previously funded applications
5. Assist with identification of key initiatives and projects eligible for grant funding.
6. Assess organizational capacity to apply for grants successfully and calendar key grants to be applied for over the next 2-3 years.
7. Assist in aligning internal procurement processes and resources to pursue grant opportunities in a more efficient and effective way.
8. Review and edit grant applications prepared by City of Tracy (Additional Service)
9. Draft grant proposals and provide strategic advice and consulting services to shape a priority project in accordance with the priorities articulated in the grant funding notice. (Additional Service)
10. Identify competitive advantages for grant funding applications

Exhibit A
SCOPE OF SERVICES

Sample Master Subscription and Service [License] Agreement



eCIVIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT

Date XX/XX/XXXX

Contract No. 10996

This Agreement is made by and between:

eCivis, Inc., a Delaware corporation ("eCivis")	and	CITY ("Customer")
418 N. Fair Oaks Ave. #301		Address
Pasadena, CA 91103		CITY, State 000000
Fax: (626) 628-3232		Phone: (410) 697-9734
Sales Contact:		Principal Contact and Master Access Holder:
Primary Contact		Name, Title

This Agreement, and the Exhibits attached hereto, set forth the business relationship between the parties and the terms and conditions under which the following products are licensed and Services are provided to Customer,

Services Fee	Description	Units	Avg Unit Price	Total Price
Product/service	Description	1	$X,XXXX.XX	$X,XXXX.XX
	GN: Recurring Annual Subscription Fee Sub-Total			$X,XXXX.XX
	TOTAL PRICE			$X,XXXX.XX

Subscription Period(s) and Payment Terms

The Subscription Period of this Agreement shall conclude XX/XX/XXXX. Payment is due net 30 days from Invoice date.

Cycle 1: XX/XX/XXXX through XX/XX/XXXX for a price of $X,XXXX.XX

PRICE IS ONLY VALID IF AGREEMENT IS SIGNED ON OR BEFORE: 12:00 A.M. PST., Month, Year.

IN WITNESS WHEREOF, the parties hereto have caused to be executed or executed this Agreement as of the day and year first above written.

Accepted By: **CITY**

By: _____
(Authorized Signature)

Name: _____
(Type or Print)

Title: _____

Date: _____

Accepted By: **eCivis, Inc.**

By: _____
(Authorized Signature)

Name: _____
(Type or Print)

Title: _____

Date: _____

eCivis Master Subscription and Service Agreement

[Where conflicts exist between the eCivis Master Subscription and Service Agreement and the City of Tracy Master Professional Services Agreement (MPSA) and Exhibit A Sections 1 through 22, the MPSA and aforementioned Sections of Exhibit A shall prevail]

THIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT ("AGREEMENT") GOVERNS YOUR ACQUISITION AND USE OF ALL OUR SERVICES.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU SHALL NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on July 31, 2015. It is effective between You and Us as of the date of You accepting this Agreement.

Table of Contents
1. Definitions
2. Purchased Services
3. Use of the Services
4. Professional Services, Cooperation: Delays
5. Fees and Payment for Purchased Services
6. Proprietary Rights
7. Confidentiality
8. Warranties and Disclaimers
9. Limitation of Liability
10. Term and Termination
11. Governing Law and Jurisdiction
12. General Provisions
13. Mutual Indemnification

1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Professional Services" means work performed by Us for You by Our professional services division under this Agreement or any relevant purchase order. Such work may include, but not limited to, Grant Writing, Peer Review, Technical Assistance and/or Training services.

"Purchased Services" means Services that You or Your Affiliates purchase under this Agreement for Grants NetworkTM products and Professional Services.

"Services" means the products and services that are ordered by You and made available by Us online via the customer login link at http://www.ecivis.com and/or other web pages designated by Us.

"Users" means individuals who are authorized by You to use the Services, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users are limited to Your employees. Non-employees such as Consultants, contractors and agents, and third parties with which You transact business may not be granted access.

"We," "Us" or "Our" means eCivis, a Delaware corporation.

Exhibit A
SCOPE OF SERVICES

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means all electronic data or information submitted by You to the Purchased Services.

2. PURCHASED SERVICES

2.1. Provision of Purchased Services. We shall make the Purchased Services available to You pursuant to this Agreement and any relevant Purchase Order during a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.2. User Subscriptions. Unless otherwise specified in writing, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

3. USE OF THE SERVICES

3.1. Our Responsibilities. We shall: (i) provide Our basic support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours notice via the Purchased Services and which We shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Pacific Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.

3.2. Our Protection of Your Data. We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

3.3. Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the user guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

3.4. Usage Limitations. Services may be subject to other limitations, such as, for example, limits on the number of grants that can be managed in Our Grants Network™ Tracking & Reporting product, on the number of grant applications, peer reviews and/or trainings provided by Us. Any such limitations are specified in the signature page of this Agreement.

3.5. Third Party Data. We do not own data or files submitted to Grants Network by third parties. You assume all risks that may occur from downloading third-party data or files.

4. PROFESSIONAL SERVICES, COOPERATION: DELAYS

4.1. Should this Agreement include Professional Services as part of its User Subscriptions and each party agrees to cooperate reasonably and in good faith with the other in the performance of such Professional Services and acknowledges that delays may otherwise result. You agree to provide, or provide access to, the following as needed, and when applicable, for Services that require Us to be at Your location: office workspace, telephone and other facilities, suitably configured computer equipment with Internet access, complete and accurate information and data from Your employees and agents, continuous administrative access to its ecivis.com account, coordination of onsite, online and telephonic meetings, and other resources as reasonably necessary for satisfactory and timely performance of the Professional Services.

4.2. Each party agrees its respective employees and agents shall reasonably and in good faith cooperate with each other in a professional and courteous manner in the performance of their duties under this Agreement to complete such Professional Services.

4.3. It is understood by You that delays in providing material or information resulting in missed grant application deadlines does not constitute non delivery of grant writing services by Us. We shall provide a reasonable timeline to ensure the delivery of Our Professional Services.

4.4 Peer Review Services. Should this Agreement include Peer Review services, upon mutual agreement by Us and You, Peer Review services may be exchanged with "customized services" of equivalent value, if such Services are available at the time of request. Such "customized services" may include, but not limited to, customized funding searches, consulting, coaching, and training.

4.5 You shall provide to Us written acceptance of each Professional Service listed in Exhibit A within 5 business days of Professional Services being delivered to You. Failure to provide written acceptance during this period shall be deemed acceptance of Professional Services delivered.

5. FEES AND PAYMENT FOR PURCHASED SERVICES

5.1. Fees. You shall pay all fees specified under this Agreement. Except as otherwise specified herein, (i) fees are based on Services purchased and not actual usage for Purchased Services, (ii) payment obligations are non-cancelable and fees paid are non-refundable and shall not result in any refund or credit and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term.

5.2. Invoicing and Payment. You shall provide Us with valid and updated credit card information, or pay by check. If You provide credit card information to Us, You authorize Us to charge such credit card for all Services listed under this Agreement for the initial subscription term and any renewal subscription term(s) as set forth in Section 10.2 (Term of Purchased User Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated under this Agreement. Unless otherwise stated in this Agreement, invoice charge(s) are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

5.3. Overdue Charges. If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

5.4. Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for Our Services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, suspend Our Services to You until such amounts are paid in full. We shall give You at least 7 days' prior notice that Your account is overdue.

5.5. Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

6. PROPRIETARY RIGHTS

6.1. Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

6.2. Restrictions. You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivate works based on the Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

6.3. Your Applications and Code. If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

6.4. Your Data. Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

6.5. Suggestions. We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

7. CONFIDENTIALITY

7.1. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information is subject to open records requirements defined by state statute, unless explicitly exempt under state statute. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement, as well as business and marketing plans, technology and

technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

7.2. Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

7.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party shall reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8. WARRANTIES AND DISCLAIMERS

8.1. Our Warranties. We warrant that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with this Agreement, (iii) We shall not transmit Malicious Code to You, provided it is not a breach of this subpart (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) below.

8.2. Your Warranties. You warrant that You have validly entered into this Agreement and have the legal power to do so.

8.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. LIMITATION OF LIABILITY

9.1. Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT FOR PURCHASED SERVICES).

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. TERM AND TERMINATION

10.1. Term of Agreement. This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2. Term of Purchased User Subscriptions. User subscriptions purchased by You commence on the start date specified under this Agreement and continue for the subscription term specified herein.

10.3. Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4. Return of Your Data. Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription, We shall make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

10.5. Surviving Provisions. Section 5 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Limitation of Liability), 10.4 (Return of Your Data), 11 (Governing Law and Jurisdiction), 12 (General Provisions) and 13 (Mutual Indemnification) shall survive any termination or expiration of this Agreement.

11. GOVERNING LAW AND JURISDICTION

11.1. Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California as it applies to a contract made and performed in such state.

12. GENERAL PROVISIONS

12.1. Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You shall use reasonable efforts to promptly notify Our Legal Department (legal@ecivis.com).

12.2. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.3. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.4. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

12.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.6. Attorney Fees.

You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 5.2 (Invoicing and Payment).

12.7. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.8. Entire Agreement. This Agreement, including all exhibits and addenda hereto constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted.

13. MUTUAL INDEMNIFICATION

13.1. Indemnification by Us. We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against You"), and shall indemnify You for any damages, attorney fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim Against You, or if We reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such Services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

13.2. Indemnification by You. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Us"), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

13.3. Exclusive Remedy. This Section 13 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

EXHIBIT B
FEE SCHEDULE

Recurring Annual Fee(s)	Description	Units	Avg Unit Price	Total Price
Grants Network: Full-lifecycle Base Subscription	Research, identify, & pursue grants. Manage activity, goals, metrics and compliance requirements through all grant stages. Manage applications, intake processes, reviewing & subrecipients as a Grantor	1	$20,000.00	$20,000.00
Grants Network: Full-lifecycle Standard License	License fee per user	2	$2,200.00	$4,400.00
Grants Network: Pre/Post Award Standard License	License fee per user	26	$1,900.00	$49,400.00
Grants Network: Approver/Evaluator/CBO License	Limited license fee per user for making approvals, viewing dashboards, running reports & external CBO's	16	$100.00	$1,600.00
			Recurring Annual Fee(s) Sub-Total	**$75,400.00**

Non-Recurring Fee(s)	Description	Units	Avg Unit Price	Total Price
Grants Network: Data Integration Setup - (1 System)	Setup fee per system data integration (CSV format)	1	$7,500.00	$7,500.00
Grants Network: Data Migration - (101 - 200 Grants)	Upload current grant portfolio into GN account	1	$4,500.00	$4,500.00
Onsite Training	Onsite Training (2 Hours/up to 50 attendees)	1	$2,400.00	$2,400.00
			Non-Recurring Fee(s) Sub-Total	**$14,400.00**
	Incentive Discount			**($2,400.00)**
			TOTAL PRICE	**$87,400.00**

Additional Services

Professional Services	Description	Units	Hourly Rate Range
Grant Writing	Services can range from assistance in writing to full grant writing services	1	$125-200
Grant Review	Review of grant application with feedback on areas of improvement	1	$125-200
Grant Consulting	Delivery of Change Management planning, long term strategic planning, or other specific services as needed.	1	$175-225

Pricing is subject to a maximum 2% increase per year commencing on May 1, 2020.

City of Tracy
TASK ORDER NO. 1 TO
MASTER PROFESSIONAL SERVICES AGREEMENT
FOR GRANT MANAGEMENT SOFTWARE LICENSE SUBSCRIPTION AND CONSULTING SERVICES

This Task Order is entered into between the City of Tracy, a municipal corporation (City), and eCivis, Incorporated, a Delaware corporation, (Consultant).

Recitals

A. The City of Tracy entered into a Master Professional Services Agreement with Consultant on April 16, 2019 for Grant Management Software License Subscription and Consulting Services.

B. Under Task Order No. One, the City shall purchase licenses from Consultant for five-year subscriptions to the eCivis "Grants Network" web-based grants management software; and Consultant shall provide system implementation services (planning, configuration, development, migration, training and launching of system).

Now therefore, the parties mutually agree as follows:

1. **Incorporation of Master Professional Services Agreement.** This Task Order incorporates by reference the terms set forth in the Master Professional Services Agreement ("Agreement") for this project, unless specifically modified by this Task Order.

2. **Scope of Services.** Consultant shall perform the services described in Exhibit "A" of the Agreement attached and incorporated by reference, with the exception of "Additional Services" as described in Exhibit "A," Section 19(b)

3. **Time of Performance.** Consultant shall begin performance of implementation services upon execution of the task order, and shall complete the required services no later than the dates set forth in Exhibit "A."

The initial license subscription period shall be for five years with an option at the end of the five-year period for the City to renew the subscription for three additional five-year periods.

The first five-year period shall begin on May 1st, 2019 and conclude on April 30, 2024.

4. Compensation. For services performed by Consultant in accordance with this Task Order, City shall pay Consultant at the billing rates set forth in Exhibit "B" to the Agreement

Consultant's fee for this Task Order is Not to Exceed $87,400 for the initial subscription and system implementation period (Cycle 1); and $75,400 for subscription services for each remaining cycle specified in this Task Order). Billing for the subscription period will be in annual cycles according to the schedule below:

Subscription period

Cycle 1:	5/01/2019 through 4/30/2020
Cycle 2:	5/01/2020 through 4/30/2021
Cycle 3:	5/01/2021 through 4/30/2022
Cycle 4:	5/01/2022 through 4/30/2023
Cycle 5:	5/01/2023 through 4/30/2024

[Intentionally Left Blank]

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

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

City of Tracy

_____

By: Robert Rickman

Title: Mayor

Date: _____

Attest:

_____

By: Adrianne Richardson, Interim City Clerk

Approved As To Form:

_____

By: Thomas T. Watson, City Attorney

Consultant

_____

eCivis *Inc.*

By: James Ha

Title: President & Chief Executive Officer

Date: 3/22/19

Federal Employer Tax ID No. 87-2732535

_____

By: Justin Kerr

Title: Chief Financial Officer

Date: 3-22-2019

RESOLUTION _____

APPROVING MASTER PROFESSIONAL SERVICES AGREEMENT AND TASK ORDER NO. 1 BETWEEN THE CITY OF TRACY AND ECIVIS, INCORPORATED FOR GRANT MANAGEMENT SOFTWARE LICENSE SUBSCRIPTION AND CONSULTING SERVICES; AND AUTHORIZING THE CITY MANAGER AND FINANCE DIRECTOR TO EXECUTE FUTURE TASK ORDERS TO THE AGREEMENT

WHEREAS, in order to improve the efficiency and effectiveness of City of Tracy grant management efforts, a Request for Qualifications and Proposals (RFQP) for grant management software and professional services was issued in October, 2018, and

WHEREAS, in November 2018 responses to the RFQP were received. On January 17, 2019 an interview was held with eCivis Incorporated. Based upon its qualifications, the City now desires to procure the services at the rates described in Exhibits A and B (Scope of Work and Fee schedule) to the Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Tracy hereby approves the Master Professional Services Agreement and Task Order No. 1 with eCivis Inc. for grant management software licenses and grant management consulting services; and authorizes the City Manager and Finance Director to execute future Task Orders to the Agreement.

* * * * * * * *

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

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
MAYOR

ATTEST

_____
CITY CLERK

April 16, 2019

AGENDA ITEM 1.Q

REQUEST

AWARD A CONSTRUCTION CONTRACT TO GOODLAND LANDSCAPE CONSTRUCTION, INC., OF TRACY, CALIFORNIA, FOR CONSTRUCTION OF LEGACY FIELDS SPORTS COMPLEX PHASE 1D – CIP 78164 WITH BASE BID AND ADDITIVE BID ALTERNATE "A," AND AUTHORIZE THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO A CONTINGENCY AMOUNT OF $480,960, IF NEEDED

EXECUTIVE SUMMARY

City Council is requested to award a construction contract to Goodland Landscape Construction, Inc., of Tracy, California, for the Base Bid and additive Bid Alternate "A." The base bid includes electrical upgrades for stadium and pedestrian lighting for eight soccer fields and five baseball fields, installation of shade structures, a security system, hardscape areas, site furnishings, and additional landscaping including irrigation. Bid Alternate "A" includes installation of no-mow plants and irrigation between the soccer fields and the parking lots.

DISCUSSION

On March 6, 2018, City Council approved a Professional Services Agreement with Verde Design, Inc., to provide design services, improvement plans and construction documents for Phase 1D of Legacy Fields CIP 78164.

The project improvement plans and specifications were completed by Verde Design. The bid documents were divided into a base bid and one (1) additive bid alternate item to allow flexibility to award the construction contract based on the base bid with or without the additive bid alternate item, depending upon the bid amounts and availability of funds. The base bid and one additive bid alternate includes construction of the following items:

Base Bid: Scope of work includes clear and grub of existing surfaces, earthwork and grading operations, installation of electrical, new concrete paving, fencing, edge bands, sports field and pathway lighting, shade structures, scoreboards, site furnishings, irrigation and landscaping.

Additive Bid Alternate A: Bid Alternate "A" includes installation of no-mow plants and irrigation between the soccer fields and the parking lots.

On February 5th, 2019, City Council approved the purchase of sports field lighting and shade structures to help avoid any delays related to the purchasing and manufacturing of this equipment. The contractor will coordinate the delivery of pre-purchased lights to meet the current construction schedule.

The project was advertised for competitive construction bids on February 22nd and February 29th 2019. One (1) bid was received and publicly opened at 2:00 p.m. on March 27, 2019, with the following results:

No.	Contractor	Total Base Bid	Alternate A	Total Base Bid + Alternate A
1	Goodland Landscape Construction, Inc., Tracy, CA	$4,592,250	$217,351	$4,809,601

The contract documents require that the contract be awarded on the basis of the lowest base bid amount without regard to the amounts of the additive bid item. Goodland Landscape Construction, Inc., of Tracy, California, is the lowest monetary bidder with a total base bid amount of $4,592,250.

Bid analysis indicates the lowest monetary bid is responsive and the bidder is responsible. Goodland Landscape Construction, Inc. has the appropriate contractor's license in active standing with the State of California and has completed similar projects for other public agencies. A total of $5,543,042 is available from the following funds:

FUND NAME	BALANCE
107 - Measure V	$2,543,042
311 - Infill Parks	$1,000,000
321 - Plan C Parks	$2,000,000
TOTAL AVAILABLE FUNDING	**$5,543,042**

1) The total estimated cost of this project, if a contract with the base bid and additive Bid Alternate A, is awarded to Goodland Landscape Construction Inc., is as follows:

Construction Cost Base Bid	$4,809,601
Contingency @ 10%	$ 480,960
Construction Management @ 5%	$ 240,480
Total Construction Cost for Base Bid and Bid Alternate A	$5,531,041

Staff recommends that Council award the base bid and additive Bid Alternate "A" to improve the facility and meet the user's expectations. The bid received indicates that the low bid is under the engineer estimate and it is in the best interest of the City to award the additive bid alternate item with the base bid to take advantage of the bid prices.

Construction of this project will start immediately after execution of the contract documents. Target substantial completion date for the work on the soccer fields is August 6, 2019 and the target completion date for baseball area work is November 21,

2019, weather permitting. In case of inclement weather, and unforeseen conditions, the contractor will be entitled to an extension of time in accordance with the contract documents.

Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager to approve change orders up to the contingency amount approved by City Council. Staff recommends that Council approve a contingency amount of 10% of the project costs, which amounts to $480,960.

With completion of Phase 1D construction, Legacy Fields will consist of 72 acres of baseball, softball and soccer fields. Over the past four years, the first phase of Legacy Fields has been constructed in multiple sub-phases (Phases 1A, 1B and 1C) due to funding availability. Staff is recommending award of the construction contract for Phase 1D through this agenda item, as noted earlier, in order to attract the regional, state and national events that Council envisions for the complex.

STRATEGIC PLAN

This agenda item is consistent with the City Council's adopted Quality of Life Strategy and meets the goal of enhancing the City's amenities.

FISCAL IMPACT

The Legacy Fields Sports Complex Phase 1D – CIP 78164 currently has an available fund balance of $5,543,042 in council approved appropriations.

RECOMMENDATION

That City Council by resolution, award the construction contract for the Legacy Fields Sports Complex Phase 1D – CIP 78164, to Goodland Landscape Construction, Inc., of Tracy, California, in the total amount of $4,809,601 for base bid and additive Bid Alternate A, and authorize the City Manager to approve change orders up to the specified project contingency amount of $480,960, if needed.

Prepared by: Paul Verma, PE, Senior Civil Engineer
Richard Joaquin, RLA, Parks Planning & Development Manager

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

Approved by: Midori Lichtwardt, Interim City Manager

RESOLUTION 2019-_____

AWARDING A CONSTRUCTION CONTRACT TO GOODLAND LANDSCAPE CONSTRUCTION, INC., OF TRACY, CALIFORNIA, FOR CONSTRUCTION OF LEGACY FIELDS SPORTS COMPLEX PHASE 1D – CIP 78164 WITH BASE BID AND ADDITIVE BID ALTERNATE "A," AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO A CONTINGENCY AMOUNT OF $480,960, IF NEEDED

WHEREAS, Legacy Fields Sports Complex Phase 1D - CIP 78164 project base bid includes electrical upgrades for stadium and pedestrian lighting for eight soccer fields and five baseball fields, installation of shade structures, a security system, hardscape areas, site furnishings, and additional landscaping including irrigation. Bid Alternate "A" includes installation of no-mow plants and irrigation between the soccer fields and the parking lots, and

WHEREAS, The project was advertised for competitive construction bids on February 22nd and February 29th 2019. One (1) bid was received and publicly opened at 2:00 p.m. on March 27, 2019, with the following results:

No.	Contractor	Total Base Bid	Alternate A	Total Base Bid + Alternate A
1	Goodland Landscape Construction, Inc., Tracy, Ca	$4,592,250	$217,351	$4,809,601

WHEREAS, Goodland Landscape Construction, Inc., of Tracy, California, is the lowest monetary bidder with a total base bid amount of $4,592,250, and

WHEREAS, A total of $5,543,042 is available from the following funds:

FUND NAME	BALANCE
107 - Measure V	$2,543,042
311 - Infill Parks	$1,000,000
321 - Plan C Parks	$2,000,000
TOTAL AVAILABLE FUNDING	**$5,543,042**

WHEREAS, The total estimated cost of this project if base bid and additive Bid Alternate A, is awarded to Goodland Landscape Construction, Inc. is as follows:

Construction Cost Base Bid	$4,809,601
Contingency @ 10%	$ 480,960
Construction Management @ 5%	$ 240,480
Total Construction Cost for Base Bid and Bid Alternate A	$5,531,041

NOW THEREFORE, BE IT RESOLVED, That City Council of the City of Tracy hereby awards the construction contract for the Legacy Fields Sports Complex Phase 1D – CIP 78164, to Goodland Landscape Construction, Inc., of Tracy, California, in the total amount of $4,809,601 for base bid and additive Bid Alternate A, and authorizes the City Manager to approve change orders up to the specified project contingency amount of $480,960, if needed.

* * * * * * * * * * * * * * * * *

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

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

April 16, 2019

AGENDA ITEM 1.R

REQUEST

AWARD A CONSTRUCTION CONTRACT TO T&S INTERMODAL MAINTENANCE, INC., OF STOCKTON, CALIFORNIA, D/B/A T&S WEST, OF LINDEN, CALIFORNIA, IN THE AMOUNT OF $5,497,230 FOR THE MACARTHUR DRIVE WIDENING AND RECONSTRUCTION PROJECT, CIPs 73126 & 72073, FEDERAL PROJECT NUMBER STPL-5192(033), WITH A NOT TO EXCEED BUDGET OF $6,736,564, AUTHORIZE AN APPROPRIATION OF $550,054 FROM ISP SOUTH FUND (F354), AUTHORIZE AN APPROPRIATION OF $3,000,000 FROM TRANSPORTATION DEVELOPMENT ACT (TDA) FUND (F241) TO CIP 73126, AND AUTHORIZE THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE CONTINGENCY AMOUNT OF $824,528, IF NEEDED

EXECUTIVE SUMMARY

This Project is a combination of two projects: New Traffic Signal construction at MacArthur Drive and Valpico Road (CIP 72073) and MacArthur Drive Widening between Schulte Road and Valpico Road (CIP 73126, Federal Project Number STPL-5192(033)). City staff requests that City Council award a construction contract for the MacArthur Drive Widening Valpico Road to Schulte Road to T&S Intermodal Maintenance, Inc., of Stockton, California, doing business as T&S West, of Linden, California, and authorize an appropriation of $550,054 from Fund 354 and authorize an appropriation of $3,000,000 from Fund 241 to CIP 73126.

DISCUSSION

MacArthur Drive has been listed as a major arterial between I-205 and Linne Road in the City's Roadway Master Plan since 1994. Per the Master Plan, the City will be widening all of MacArthur Drive between Valpico and 11th Street. This Project proposes to widen a portion of MacArthur Drive (between Schulte Road and Valpico Road) per the Master Plan in order to serve the increased traffic demands. This Project utilizes federally approved Surface Transportation Program Local (STPL) funds to widen the existing 2 lane road in this section to 4 lanes. The City already secured right-of-ways for widening of this project, including negotiating a permit from the Westside Irrigation District (WSID). This Project will reduce traffic congestion within the area and will provide additional capacity to serve future demands.

The project Plans and Specifications were prepared in-house.

This project was advertised for competitive bids on February 1, 2019 and February 8, 2019.

The following bids were received and publicly opened on Tuesday, March 12, 2019, with the following results:

Contractor	Base Bid
T&S Intermodal Maintenance, Inc., D/B/A T&S West, Linden, CA	$5,497,230
Knife River Construction, Stockton, CA	$5,611,350
George Reed, Inc., Modesto, CA	$5,808,385
Teichert Construction, Roseville, CA	$5,972,000
Bay Cities Paving & Grading, Concord, CA	$6,077,161

T&S Intermodal Maintenance, Inc., of Stockton, California, doing business as T&S West, of Linden, California, is the lowest monetary responsible bidder. Bid analysis indicate that the bid is responsive.

The anticipated cost of this project if awarded to T&S Intermodal Maintenance, Inc. of Stockton, California, doing business as T&S West, of Linden, California, is estimated as follows:

Contractor Bid for Construction	$5,497,230
Design Support during Construction	$30,000
Inspection & Construction Management 7%	$384,806
Contingency	$824,528
Total Project Cost:	$6,736,564

Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager to approve change orders up to the contingency amount approved by Council. Here, staff recommends that Council approve a contingency amount of $824,528 for this Project.

STRATEGIC PLAN

This agenda item supports the City's Strategic Priority of enhancing the quality of life for its citizens. This project will "address City amenities and facility usage with an emphasis on accessibility, streamlined services and cost recovery."

FISCAL IMPACT

The estimated project cost is $9.5 Million and the current available budget is $2.7 Million. An additional appropriation of $6,774,054 is being requested to fully fund the construction of this project. Which includes the Federal Surface Transportation Program Local (STPL) funds of $3,194,000. The funding source of this project is as follows:

BUDGET		
CIP 72073	$	306,100
CIP 73126	$	2,398,500
F261 - STPL-FEDERAL	$	3,194,000
F241 - TDA	$	3,000,000
F354 - ISP SOUTH	$	550,054
TOTAL BUDGET	$	9,448,654

EXPENSE		
CONS CONTRACT	$	6,736,564
CHARGES YTD FY19	$	2,712,090
TOTAL EXPENSE	$	9,448,654

RECOMMENDATION

That City Council, by resolution, award a construction contract to T&S Intermodal Maintenance, Inc., of Stockton, California, d/b/a T&S West, of Linden, California in the amount of $5,497,230 for the MacArthur Drive Widening and Reconstruction Project, CIP 73126 and 72073, Federal Project No. STPL-5192(033), authorize an appropriation of $550,054 from Fund 354, authorize an appropriation of $3,000,000 from Fund 241 to CIP 73126, and authorize the City Manager to approve change orders up to the contingency amount of $824,528, if needed.

Prepared by: Zabih Zaca, PE, Senior Civil Engineer
Matt Brown, PE, Associate 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-_____

AWARD A CONSTRUCTION CONTRACT TO T&S INTERMODAL MAINTENANCE, INC., OF STOCKTON, CALIFORNIA, D/B/A T&S WEST, OF LINDEN, CALIFORNIA, IN THE AMOUNT OF $5,497,230 FOR THE MACARTHUR DRIVE WIDENING AND RECONSTRUCTION PROJECT, CIP 73126 & 72073, FEDERAL PROJECT NUMBER STPL-5192(033), WITH A NOT TO EXCEED BUDGET OF $6,736,564, AUTHORIZE AN APPROPRIATION OF $550,054 FROM ISP SOUTH FUND (F354), AUTHORIZE AN APPROPRIATION OF $3,000,000 FROM TRANSPORTATION DEVELOPMENT ACT (TDA) FUND (F241) TO CIP 73126, AND AUTHORIZE THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO SPECIFIED PROJECT CONTINGENCY AMOUNT OF $824,528, IF NEEDED

WHEREAS, The Project widens MacArthur Drive between Valpico Road and Schulte Road to create a major arterial per the City's Roadway and Transportation Master Plan, and

WHEREAS, The Project is required to relieve traffic congestion and create capacity for future demands by widening the roadway from 2 lanes to 4 lanes, and

WHEREAS, The Project includes the creation of new sidewalk and relocation of sidewalks, and utilities, and landscaped islands, and

WHEREAS, The project was originally advertised May 25, 2018 and electronically on June 1, 2018 however staff had to withdraw this project due to the procurement of the $5.5 Million of STPL (federal roadway funding) funding procedures, and

WHEREAS, The Project has fulfilled funding requirements and funds have been allocated by CalTrans, and

WHEREAS, The Project was re-advertised on February 1, 2019 and electronically on February 8, 2019, and bids were opened publicly on March 12, 2019, and

WHEREAS, The lowest monetary bid is from T&S Intermodal Maintenance, Inc., of Stockton, California doing business as T&S West, of Linden, California, in the amount of $5,497,230, and

WHEREAS, The anticipated cost to complete the Project if awarded to the low bidder is as follows:

Contractor Bid For Construction	$5,497,230
Design Support during Construction	$30,000
Inspection & Construction Management 7%	$384,806
Contingency	$824,528
Total Project Cost:	$6,736,564

WHEREAS, Tracy Municipal Code 2.20.090(b) authorizes the City Manager to approve change orders up to the amount approved by City Council, and

WHEREAS, An additional appropriation of $6,774,054 is being requested to fully fund the construction of this project. Which includes the Federal Surface Transportation Program Local (STPL) funds of $3,194,000.The funding source of this project is as follows:

BUDGET		
CIP 72073	$	306,100
CIP 73126	$	2,398,500
F261 - STPL-FEDERAL	$	3,194,000
F241 - TDA	$	3,000,000
F354 - ISP SOUTH	$	550,054
TOTAL BUDGET	$	9,448,654

EXPENSE		
CONS CONTRACT	$	6,736,564
CHARGES YTD FY19	$	2,712,090
TOTAL EXPENSE	$	9,448,654

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby award a construction contract to T&S Intermodal Maintenance, Inc., of Stockton, California, doing business as T&S West, of Linden, California in the amount of $5,497,230 for the MacArthur Drive Widening and Reconstruction Project, CIP 73126 and 72073, Federal Project No. STPL-5192(033), authorize an appropriation of $550,054 from Fund 354, authorize an appropriation of $3,000,000 from Transportation Development Act (TDA) Fund 241 To CIP 73126, and authorize the City Manager to approve change orders up to the contingency amount of $824,528, if needed.

* * * * * * * * * * * * * * *

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

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

April 16, 2019

AGENDA ITEM 3.A

REQUEST

PUBLIC HEARING TO INTRODUCE AN ORDINANCE TO AMEND THE CORRAL HOLLOW WEST PLANNED UNIT DEVELOPMENT TO PERMIT HIGH-DENSITY SINGLE-FAMILY RESIDENTIAL USES AND ESTABLISH DEVELOPMENT STANDARDS AND APPROVAL OF A 42-LOT VESTING TENTATIVE SUBDIVISION MAP AND DEVELOPMENT REVIEW PERMIT ON AN APPROXIMATELY 3.5-ACRE LOT LOCATED AT 2483 W SCHULTE ROAD, ASSESSOR'S PARCEL NUMBER 240-660-37, AND APPROVE AN AMENDMENT TO THE CITY'S DESIGN GOALS AND STANDARDS FOR RESIDENTIAL DESIGN

EXECUTIVE SUMMARY

This agenda item is a request to amend the Corral Hollow West Planned Unit Development to permit high density single-family uses (detached and attached), establish development standards, and approve a subdivision map and architecture for the approximately 3.5-acre site referred to as Southgate Lot A.

DISCUSSION

Background and Project Description

In 1995, the Corral Hollow West area, consisting of approximately 294 acres located adjacent to and west of the existing terminus of Schulte Road (Attachment A), was annexed into the City of Tracy and zoned Planned Unit Development (PUD) for residential uses by Resolution No. 94-384. Corral Hollow West is comprised of three project areas: Redbridge, Gabriel Estates, and Southgate. The Southgate project area was approved in 2006 for approximately 81 acres consisting of approximately 71 gross acres of single-family residential, approximately 3.5 acres of multi-family residential, and approximately 6.5 acres of park. To date, the only portion of Southgate that has been constructed is a 71-lot single-family subdivision on approximately 18 acres (3-99-TSM and D14-0027).

On September 21, 2018, the City received an application for development of the 3.5-acre multi-family site in Southgate (also known as Lot A). The application, however, is for 18 detached single-family dwellings and 24 attached single-family dwellings (duets) for a total proposed density of 12.24 units per acre, which is not a multi-family project. Therefore, the applicant is requesting an amendment to the PUD to modify the land use designation of the approximately 3.5-acre multi-family site to also permit high-density development comprised of single-family dwelling units. The applicant has also submitted applications for a development review permit for a development plan and architecture of the homes and vesting tentative subdivision map to divide the subject site into 42 lots.

Planned Unit Development Amendment

The PUD currently permits only multi-family on the subject site. A multi-family dwelling is defined in the Tracy Municipal Code as a building designed for occupancy by three or

more families living independently of each other and containing three or more dwelling units. In 2006, it was anticipated that apartments would be built on this site. The property owner no longer desires to develop a multi-family project, but rather, proposes a high-density project comprised of single-family dwellings. The PUD would need to be amended for such a project to be permitted at this location. The proposed PUD amendment, if approved, would allow high-density development to occur on the subject site without requiring that the buildings be multi-family. This allows flexibility for other building types to be developed at the site, should this project ultimately not be constructed.

The PUD is also currently silent on development standards for the subject site. The PUD amendment application includes a proposal for development standards for single-family development. The proposed development standards are as follows:

Minimum Interior Lot Width - 35'
Minimum Interior Lot Depth - 55'
Minimum Interior Lot Size - 2,000 sq. ft.
Minimum Corner Lot Width - 40'
Minimum Corner Lot Depth - 55'
Minimum Corner Lot Size - 2,300 sq. ft.

Front Yard Setback - 5' Minimum with 8' minimum to garage door
Interior Side Yard Setback for single-family detached - 3' Minimum
Interior Side Yard Setback for single-family attached - 0' on one side, 3' Minimum on the other
Street Side Yard Setback - 3' Minimum
Rear Yard Setback - 4' Minimum
Rear Yard Open Space – 150 sq. ft.
Maximum Lot Coverage - 70%
Maximum Building Height - 30'
Off Street Parking – 2 spaces, non-tandem and enclosed in a garage, per dwelling unit in accordance with the Tracy Municipal Code

Accessory buildings, shade structures, projections into yards and courts shall be developed in accordance the development standards of this PUD.

All standards for fence, wall and hedge heights shall be consistent with Tracy Municipal Code Section 10.08.3250, specifically the HDR zone.

Parking of boats, recreation vehicles, and motor homes within driveways or on the private street is prohibited within the PUD.

Vesting Tentative Subdivision Map

The subject site is designated Residential High in the General Plan, which permits a density range of 12.1 to 25 units per acre. The proposed vesting tentative subdivision map (Attachment B) contemplates 42 front-loaded lots for one dwelling per lot, which equates to a density of 12.24 units per acre. The subdivision is proposed to be

comprised of small lots ranging from 2,126 sq ft at the smallest to 3,387 sq ft at the largest. A private loop road with two stubs for emergency access is proposed to serve the homes. The private road proposes 18 to 21 feet of travelway for two-way travel, with a 26-foot wide travelway at the subdivision entrance. An 8-foot wide park strip is proposed adjacent to the travelway along the northern boundary of the project, but on-street parking is otherwise not permitted. Where feasible, sidewalks are provided to facilitate pedestrian connection to Schulte Road and Patrick McCaffrey Sr. Avenue.

The tentative map proposes narrow private streets that do not comply with City Standards, but they have been reviewed by City engineering staff and the South San Joaquin County Fire Authority for emergency access. Removable bollards are proposed to be installed at the western emergency access drive to prevent use of this driveway by passenger vehicles. Though the narrow streets do not provide much opportunity for on-street parking, the project has included 14 striped on-street spaces, and the houses will be strategically plotted to provide on-site parking in private driveways.

High-density development can be developed in various innovative ways. City staff encouraged the applicant to consider alternative designs to traditional front-loaded lots. Based on the size of the site and the minimum density required, and due to the applicant's desire for single-family design, the applicant determined that the subdivision as proposed is the most efficient way to design the project. Staff also asked the applicant to provide sidewalks on both sides of the private road so that pedestrians would not need to walk in the street. According to the applicant, there is not enough room to fit a sidewalk along both sides of the street. The applicant strategically located sidewalks along portions of the private road to facilitate direct pedestrian access to Schulte Road and Patrick McCaffrey Sr. Avenue that take pedestrians off the street and render it such that pedestrians do not have to walk around the subdivision to reach Schulte Road.

Architecture

The project proposes four floor plans of single-family detached house styles and two floor plans for duet house styles (attached single-family dwellings on separate lots with adjoining zero-lot line side yards). The detached homes range from 1,783 to 2,142 sq ft, and each floor plan will be built with at least two different elevation styles. The duets are proposed at 1,761 and 1,925 sq ft, in size, each to be constructed with two different elevation styles (Attachment C).

The architectural styles used throughout the subdivision are inspired by Traditional, Bungalow, Cottage, and Craftsman architecture. Three color and material schemes are proposed for the Bungalow and Craftsman elevations, three different schemes for the Traditional elevations, and three other schemes for the Cottage elevations. Every floor plan has substantial variation in building planes on at least two sides of the house that grant visual interest to the house and reduce the effect of a monotonous streetscape. The house plans incorporate numerous windows that visually break up the otherwise large and flat side elevations. Architecture-specific details, such as gable details, pot shelves, and window trims and mullions are used on all sides of the houses. On a majority of the house plans, the garage is set back behind the front façade of the house;

however, Plans 3 and 4 of the detached house plans propose a single-car garage façade at the same plane as the front façade of the house. Even so, staff recommends approval of these plans because the house has been otherwise designed to de-emphasize the presence of this forward garage, further described below.

The development plan represents how the houses are intended to be plotted. Duets are proposed to be built with Plan 1's and Plan 2's paired. Page A30 of the architectural booklet shows two Traditional elevations side-by-side. Because the design of each house plan is so similar to each other, staff and Planning Commission recommend a condition of approval that no two same elevation styles be paired together as a duet.

Design Goals and Standards Amendment

The City of Tracy's Design Goals and Standards, as revised by Resolution No. 2017-099, were established to provide development applicants, property owners and the community clarity regarding the City's design expectations and to streamline the development process. Included among these standards is the following requirement for residential design standards on page 3-18:

> *The garages of homes shall be designed so that the garage does not dominate the streetscape. Enhanced visual appeal, perception of "eyes on the street" and neighborhood interaction is encouraged by reducing the prominence of garages. The garage façade shall be placed back at least 5 feet behind the front façade of the house, with a garage setback of 20 feet or greater (measured from the front façade of the house) being preferred for a portion of the project. Rear or alley-loaded garages are encouraged whenever possible to completely eliminate garage views from the street.*

Plans 3 and 4 of the proposed single-family detached floor plans have a split and staggered one-car garages, where one garage door is at the same plane as the front façade of the house and the other garage door is set back ten feet from the front of the house. This design does not meet the garage setback requirement above; however, the house is otherwise designed to de-emphasize the presence of garages on the street by placing one of the two garage façades a substantial distance behind the rest of the house, providing horizontal relief above the forward garage door through use of tiled roof-like projections above the garage door and large second story pot shelves, and recessing the garage door at least eight inches behind the garage façade. Therefore, staff and the Planning Commission recommend that the City Council add a guideline to the City Design Goals and Standards to permit innovative residential designs such as this, to be written as follows:

> *For homes located in project of at least 10 units per gross acre, the 5-foot setback may be waived provided that 1) the garage door is split into two single-car garage doors, 2) the two garage doors are set back behind the front façade of the house at an average of 5 feet, and 3) the house is designed to de-emphasize the presence of the garage doors. In no case shall a garage door be closer to the front lot line than the front façade of the house.*

This is also an opportunity to reformat this page for easier readability and correct a typo that was discovered after approval of the document in 2017.

Planning Commission Recommendation

The Planning Commission reviewed the proposed project at the March 27, 2019 regularly scheduled public hearing and, after discussion, voted 4:0 to recommend that the City Council amend the City Design Goals and Standards and approve the project provided that staff work with the applicant regarding landscaping for Schulte Road and the surrounding area and modify the Conditions of Approval accordingly prior to the City Council meeting during which this item will be heard. Condition of Approval C.8.7 reflects the modified condition language.

Environmental Document

The project is exempt from the California Environmental Quality Act per Section 15162 pertaining to projects with a certified Environmental Impact Report (EIR) where the project does not propose substantial changes that will result in a major revision of the previous EIR. On February 1, 2011, the City of Tracy adopted the General Plan. The associated EIR (SCH# 1992 122 069) was certified on February 1, 2011. Furthermore, the project is consistent with the Negative Declaration approved by the City Council for the Corral Hollow West Annexation. The project does not propose new significant changes to the environment that were not analyzed in the General Plan EIR, including the areas of traffic, air quality, land use, and aesthetics. Therefore, no further documentation is needed.

STRATEGIC PLAN

This agenda item is not related to any of the Council's Strategic Plans.

FISCAL IMPACT

This agenda item will not require any expenditure of funds. The applicant paid the application processing fees established by the City Council for the PUD amendment and development review permit applications. The applicant will also pay all of the appropriate building permit and development impact fees upon the commencement of construction of the dwelling units and other improvements.

RECOMMENDATION

Staff and the Planning Commission recommend that the City Council take the following actions:

1. Approve a revision to the City of Tracy Design Goals and Standards for residential design as contained in the City Council Resolution dated April 16, 2019, and
2. Approve the following on an approximately 3.5-acre lot located at 2483 W Schulte Road, Assessor's Parcel Number 240-660-37:

a. That the City Council introduce and waive the full reading of an ordinance amending the Corral Hollow West Planned Unit Development to permit high density single-family uses and establish development standards (Application Number PUD18-0003), and
b. That the City Council approve a 42-lot vesting tentative subdivision map and a development review permit (Application TSM18-0004 & D18-0029), subject to the conditions contained in the City Council Resolution dated April 16, 2019.

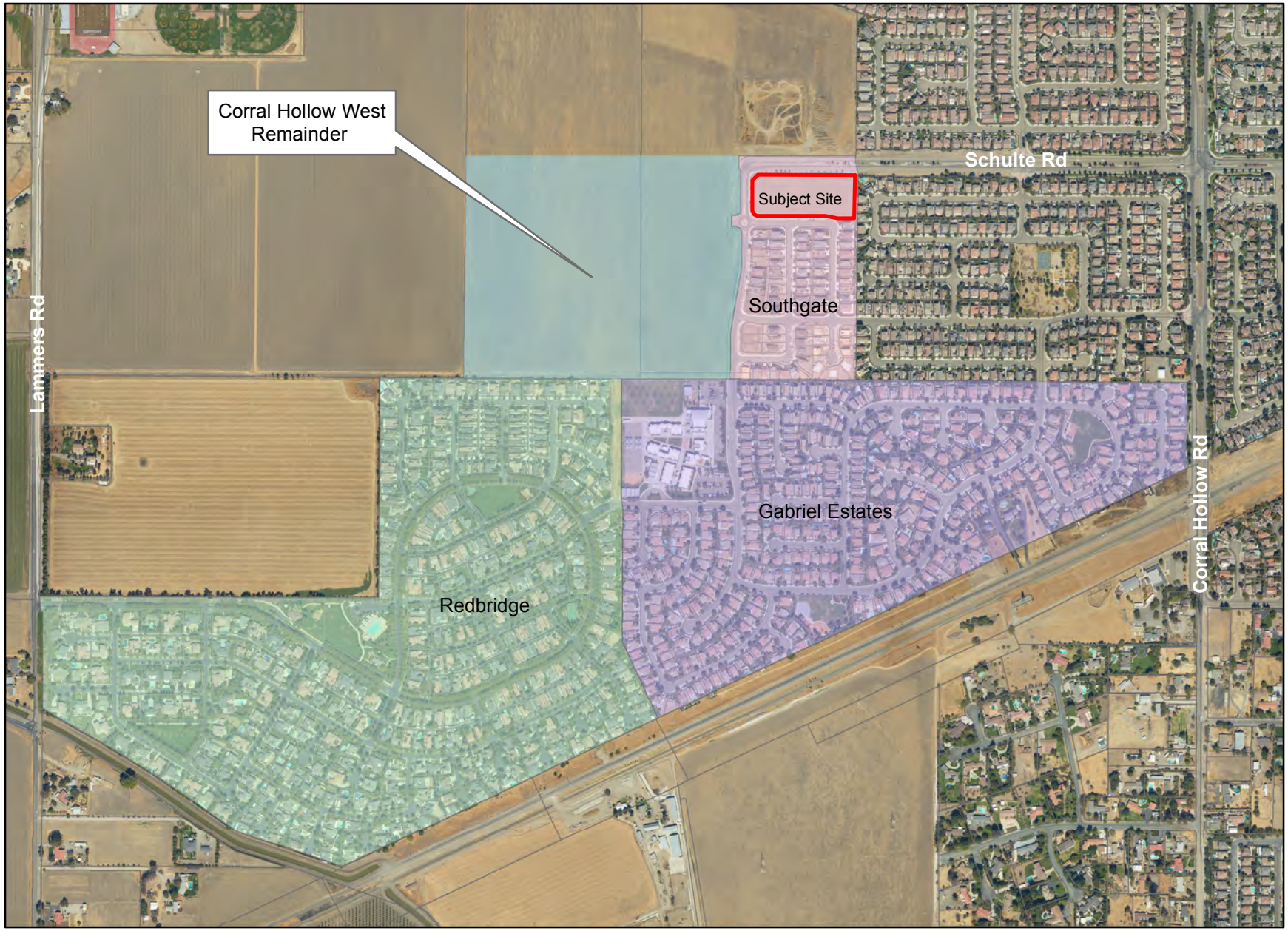
Prepared by: Kimberly Matlock, Associate Planner

Reviewed by: Bill Dean, Assistant Development Services Department Director
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – Project Location Map
Attachment B – Vesting Tentative Subdivision Map
Attachment C – Architectural booklet comprised of the Development Plan, Floor and Roof Plans, Elevations, and Colors and Materials


Corral Hollow West Remainder
Subject Site
Schulte Rd
Southgate
Lammers Rd
Gabriel Estates
Redbridge
Corral Hollow Rd

ATTACHMENT B

VESTING TENTATIVE SUBDIVISION MAP
TRACT NO. 3996

SOUTHGATE - LOT A

APN: 240-660-37
W. SCHULTE ROAD
TRACY, CALIFORNIA

GENERAL NOTES:

1.) OWNERS: POND CREEK, LLC
1620 N. CARPENTER ROAD, BLDG B
MODESTO, CA 95351
TELEPHONE: (209) 526-8242

2.) DEVELOPER: BRIGHT HOMES
1620 N. CARPENTER ROAD, BLDG B
MODESTO, CA 95351
TELEPHONE: (209) 526-8242

3.) PLANNING CONSULTANT: VVH CONSULTING ENGINEERS
430 10TH STREET
MODESTO, CA 95354
TELEPHONE: (209) 586-4477

4.) PROJECT ENGINEER: VVH CONSULTING ENGINEERS
430 10TH STREET
MODESTO, CA 95354
TELEPHONE: (209) 586-4477

5.) LANDSCAPE ARCHITECT: KLA, INC.
151 N NORLIN STRRET
SONORA, CA 95370
TELEPHONE: (209) 532-2856

6.) GEOTECHNICAL: ENGEO, INC.
2880 N. TRACY BLVD, SUITE 3
TRACY, CA 93376
TELEPHONE: (209) 835-0610

7.) ARCHITECT: WHA ARCHITECTS
5000 EXECUTIVE PARKWAY, #375
SAN RAMON, CA 94583
TELEPHONE: (925) 463-1700

8.) ASSESSOR'S PARCEL NUMBER: 240-660-37

9.) EXISTING LAND USE: VACANT

10.) PROPOSED LAND USE: SINGLE FAMILY RESIDENTIAL

11.) EXISTING ZONING: PLANNED UNIT DEVELOPMENT (PUD)
PROPOSED ZONING: PLANNED UNIT DEVELOPMENT (PUD)

12.) TOTAL SITE AREA: 3.43 ACRES

13.) TOTAL NUMBER OF LOTS: 42

14.) MINIMUM LOT SIZE: 39'x56' (2,184 SF)

15.) DENSITY: 12.24 D.U./GROSS ACRE

16.) UTILITIES:
DOMESTIC WATER – CITY OF TRACY
SANITARY SEWER – CITY OF TRACY
STORM DRAINAGE – HOME OWNERS ASSOCIATION (PRIVATE)
STORM DRAIN FILTER SYSTEM – HOME OWNERS ASSOCIATION (PRIVATE)
GAS & ELECTRIC – P.G.& E.
TELEPHONE – PACIFIC BELL
CABLE T.V. – TCI CABLEVISION
IRRIGATION – WEST SIDE IRRIGATION DISTRICT (W.S.I.D.)

17.) STREET TREES: PER CITY OF TRACY REQUIREMENTS

18.) CONTOURS: ONE FOOT INTERVALS PER VVH CONSULTING ENGINEERS, TOPOGRAPHICAL SURVEY PERFORMED 3/5/2018

19.) RETURNS: PROPERTY LINE SNIPE RADIUS= 10', 20', 23'
CURB RETURN FOC RADIUS= 10.5', 20.5', 24'

20.) LOT NUMBERS ARE FOR IDENTIFICATION PURPOSES ONLY.

21.) FIRE HYDRANTS AND ELECTROLIERS ARE TO BE DESIGNED AND LOCATED PER CITY OF TRACY STANDARDS AND SPECIFICATIONS.

22.) UTILITY SIZING, LOCATIONS. CONNECTION POINTS. STREET GRADES, PAD ELEVATIONS, AND LOT DIMENSIONS ARE PRELIMINARY ONLY AND SUBJECT TO FINAL ENGINEERING DESIGN.

23.) PURSUANT TO SECTION 66456.1 OF THE SUBDIVISION MAP ACT THE RIGHT TO FILE MULTIPLE MAPS IS HEREBY RESERVED.

24.) ALL UTILITIES WILL BE PLACED UNDERGROUND WITHIN THE PUBLIC UTILITY EASEMENTS. PUBLIC UTILITY EASEMENTS WILL BE PROVIDED AS REQUIRED BY THE CITY OF TRACY AND UTILITY COMPANIES.

25.) EXISTING BUILDINGS AND STRUCTURES ARE TO BE REMOVED PER CITY OF TRACY REQUIREMENTS.

26.) THE BOUNDARY INFORMATION IS BASED UPON A FIELD SURVEY OF THE PROPERTY PREPARED BY VVH CONSULTING ENGINEERS, DATED 3/5/2018

27.) THIS PROPERTY IS NOT SUBJECT TO INUNDATION.

28.) NO EXISTING TREES ARE TO BE REMOVED.

29.) FINAL LANDSCAPE AND IRRIGATION PLANS ARE TO BE SUBMITTED ALONG WITH FINAL IMPROVEMENT PLANS.

30.) SUBDIVISION SIGNAGE PER CITY OF TRACY REQUIREMENTS. MAP.

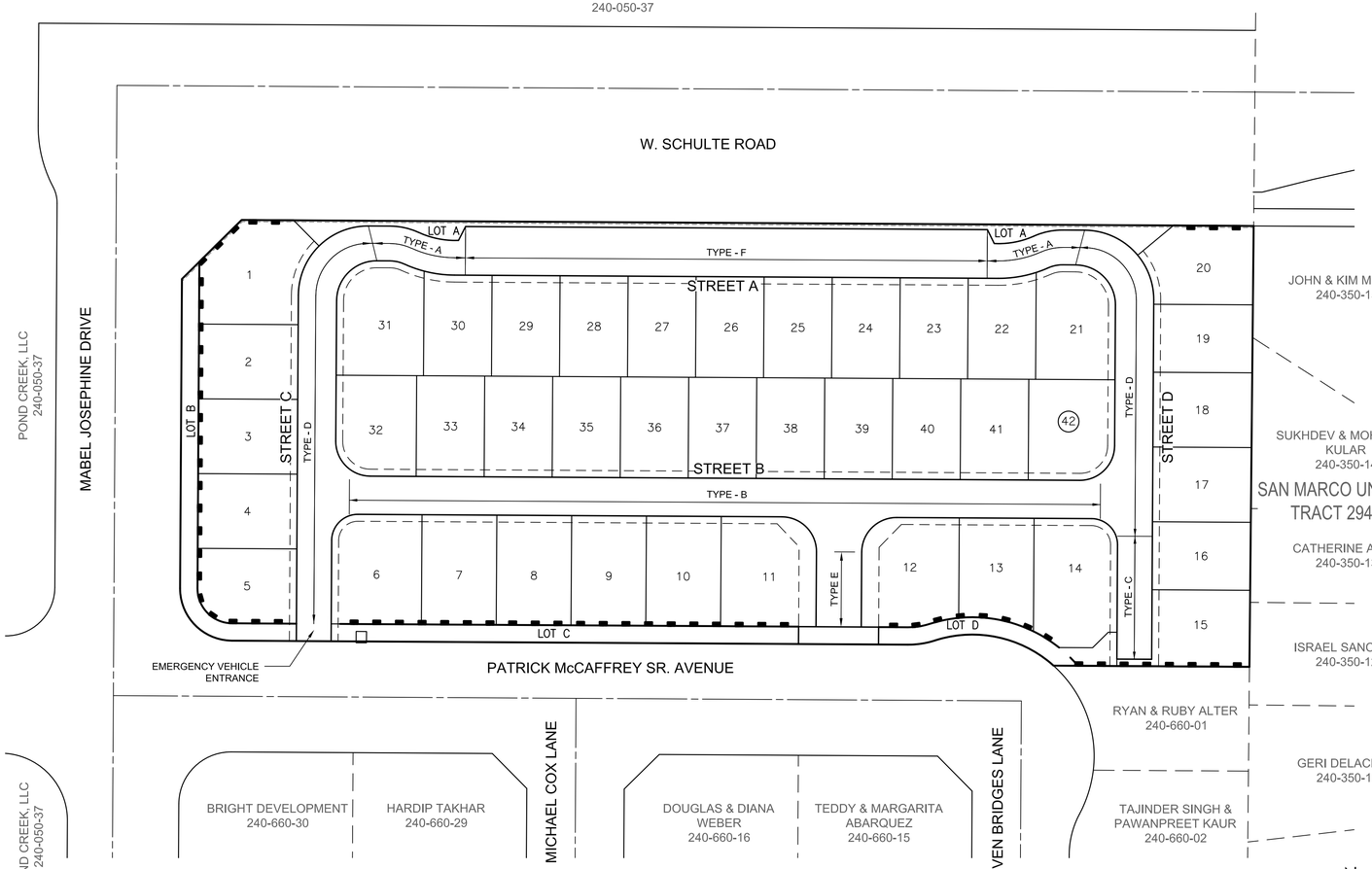
31.) PRIVATE STREET RIGHT-OF-WAYS VARY FROM 20'-28' WIDE UNLESS OTHERWISE NOTED. MINOR DEVIATION WILL BE PROCESSED WITH THE CITY OF TRACY FOR RIGHT-OF-WAYS. SEE TYPICAL STREET SECTIONS ON SHEET 2.

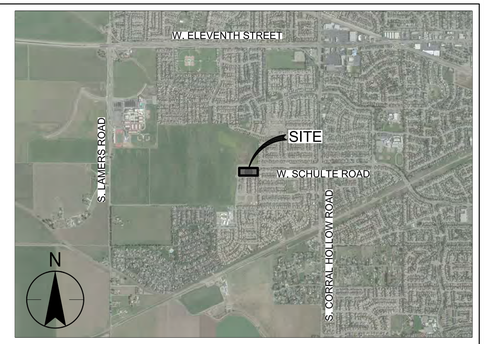
32.) DESIGN CRITERIA: ELBOW P/L RADIUS = 40'

33.) BASIS OF BEARINGS: BEARINGS, DISTANCES AND COORDINATES ARE BASED ON THE CITY OF TRACY MODIFIED GRID. A LINE BETWEEN CITY OF TRACY MONUMENTS NO.GPS-16 AND NO. GPS-17, BEARS NORTH 00°16'06" EAST, AS CALCULATED FROM RESULTS PUBLISHED BY ASSOCIATED CONSULTANTS GROUP INC. ON FILE IN THE OFFICE OF CITY OF TRACY PUBLIC WORKS DEPARTMENT WAS USED AS THE BASIS OF BEARING SHOWN HEREON. ALL DISTANCES SHOWN ARE GROUND DISTANCES.

34.) DEVELOPMENT MAY BE PHASED. PARCEL MAPS MAY BE FILED FOR REASONS OF LAND SALE. PARCEL LINES WILL BE CONSISTENT WITH THIS TENTATIVE

35.) STORM WATER TREATMENT VAULT FILTER SYSTEM WILL BE MAINTAINED PRIVATELY BY THE HOME OWNERS ASSOCIATION.





VICINITY MAP
N.T.S.

SHEET INDEX

1	COVER SHEET
2	DETAIL SHEET
3	TENTATIVE MAP
4	TOPOGRAPHY MAP

LEGEND

PROJECT BOUNDARY
EXISTING MAJOR CONTOUR 65
EXISTING MINOR CONTOUR 64
EXISTING SEWER LINE EX10"SS
EXISTING STORM DRAIN LINE EX12"SD
EXISTING WATER LINE EX12"W
EXISTING WATER VALVE
EXISTING FIRE HYDRANT
EXISTING SEWER MAHOLE S
EXISTING CATCH BASIN
EXISTING STORM DRAIN MANHOLE D
EXISTING ELECTROLIER
EXISTING TREE (TO REMAIN)
EXISTING WROUGHT IRON FENCE
EXISTING RETAINING WALL
EXISTING CURB, GUTTER AND SIDEWALK
EXISTING DRIVEWAY
PROPOSED SLOPE .004
PROPOSED GRADE 63.34 TC
PROPOSED ELECTROLIER
PROPOSED WATER MAIN 8"W
PROPOSED WATER VALVE
PROPOSED FIRE HYDRANT
PROPOSED STORM MAIN 12"D
PROPOSED MANHOLE
PROPOSED CATCH BASIN
PROPOSED SEWER MAIN 8"S
PROPOSED 6' MASONRY WALL

CITY ENGINEER'S CERTIFICATE
I HEREBY CERTIFY THAT THIS MAP HAS BEEN REVIEWED FOR COMPLIANCE WITH THE REQUIREMENTS OF THE TRACY MUNICIPAL CODE AND THE SUBDIVISION MAP ACT AS TO FORM AND CONTENT.

CITY ENGINEER _____ _____

PLANNING COMMISSION FILING CERTIFICATE
TENTATIVE MAP FILED THIS _____DAY OF _____201_ IN THE OFFICE OF THE TRACY PLANNING COMMISSION, TRACY, CALIFORNIA. ACCOMANIED WITH APPROPRIATE FILING FEES.
THIS CERTIFICATE DOES NOT DEEM THIS APPLICATION COMPLETE.

PLANNING COMMISSION CERTIFICATE
I HEREBY CERTIFY THAT THE PLANNING COMMISION OF THE CITY OF TRACY RECOMMENDED THIS TENTATIVE MAP BE CONDITIONALLY APPROVED ON _____ BY RESOLUTION No. _____
AND THAT ON _____ THE CITY COUNCIL CONDITIONALY APPROVED THIS MAP BY RESOLUTION No. _____,

SECRETARY PLANNING COMMISIION _____ _____

DIRECTOR DEVELOPMENT & ENGINEERING SERVICES _____ _____

CITY COUNCIL CERTIFICATE
I HEREBY CERTIFY THAT THE CITY COUNCIL OF TRACY HAS CONDITIONALLY APPROVED THIS TENTATIVE MAP ON _____ BY RESOLUTION No. _____

CITY CLERK _____ _____

ENGINEERS STATEMENT
THIS MAP WAS PREPARED BY VVH CONSULTING ENGINEERS UNDER MY DIRECTION.

CHRIS T. VIERRA R.C.E. C-70054
LICENSE EXPIRATION DATE: 9-30-18

ABBREVIATIONS

ABBREVIATION	DESCRIPTION	ABBREVIATION	DESCRIPTION	ABBREVIATION	DESCRIPTION
@	AT	FC	FACE OF CURB	RET	RETURN
AB	AGGREGATE BASE	FDC	FIRE DEPARTMENT CONNECTION	R	RADIUS
AC	ASPHALT CONCRETE	FG	FINISH GRADE	R/W OR ROW	RIGHT OF WAY
BC	BEGINNING OF CURVE	FH	FIRE HYDRANT	SHT	SHEET
BDRY	BOUNDARY	FL	FLOW LINE	SNS	STREET NAME SIGN
BMP	BEST MANAGEMENT PRACTICES	FOC	FACE OF CURB	STA	STATION
BSL	BUILDING SETBACK LINE	GB	GRADE BREAK	STD	STANDARD
C & G	CURB AND GUTTER	HP	HIGH POINT	S/W	SIDEWALK
CBC	CALIFORNIA BUILDING CODE	HPS	HIGH PRESSURE SODIUM	SS	SANITARY SEWER, SEWER SERVICE
CL	CENTERLINE	INV	INVERT	S	SLOPE OR SOUTH
CO	CLEAN OUT	I OR IRR	IRRIGATION	SD	STORM DRAIN
CONC	CONCRETE	LF	LINEAL FEET OR LINEAR FOOT	SDMH	STORM DRAIN MAINTENANCE HOLE
CB	CATCH BASIN	LP	LOW POINT	SSMH	SANITARY SEWER MAINTENANCE HOLE
DET	DETAIL	MAX	MAXIMUM	TC	TOP OF CURB
DIA	DIAMETER	MH	MAINTENANCE HOLE	TEMP	TEMPORARY
DIP	DUCTILE IRON PIPE	MIN	MINIMUM	TG	TOP OF GRATE
DO	DRIVE OVER CURB	N	NORTH	THRU	THROUGH
DW	DRIVEWAY	NTS	NOT TO SCALE	TI	TRAFFIC INDEX
DWG	DRAWING	P	PAVEMENT	TOW	TOP OF WALL
EC	END OF CURVE	PP	POWER POLE	TPE	TREE PLANTING EASEMENT
ELECT OR ELEC	ELECTROLIER	PL	PROPERTY LINE	TYP	TYPICAL
EL OR ELEV	ELEVATION	PRC	POINT OF REVERSE CURVATURE	WS	WATER SERVICE
EP	EDGE OF PAVEMENT	PROP.	PROPOSED	W	WATER, OR WEST
ESC	EROSION STORM CONTROL	PUE	PUBLIC UTILITY EASEMENT	±	PLUS OR MINUS (NOT EXACT)
ESMT	EASEMENT	PVC	POLYVINYL CHLORIDE PIPE		
EX OR EXIST	EXISTING	RCP	REINFORCED CONCRETE PIPE		

Know what's below. Call before you dig.

CITY OF TRACY

APPROVAL OF THESE PLANS DOES NOT RELEASE THE DEVELOPER OF THE RESPONSIBILITY FOR CORRECTION OF MISTAKES, ERRORS, OR OMISSIONS CONTAINED THEREIN, IF DURING CONSTRUCTION IT IS FOUND NECESSARY TO MAKE CHANGES IN THE LINES AND GRADES SHOWN, MODIFICATION OF OR A DEPARTURE FROM THE SPECIFICATIONS AND DETAILS OF THE CITY STANDARDS SHALL BE SUBMITTED TO THE CITY ENGINEER FOR APPROVAL BEFORE ANY WORK IS DONE. FAILURE TO REQUEST SUCH MODIFICATIONS OR DEPARTURE AND TO SPECIFY THE MANNER IN WHICH THEY ARE TO BE MADE, MAY RESULT IN REQUIRING THE REMOVAL OF ANY WORK NOT CONFORMING TO THE CITY STANDARDS. THE APPROVAL OF THESE PLANS SHALL EXPIRE AND BECOME VOID TWO YEARS FROM THE DATE THEY WERE APPROVED BY THE CITY ENGINEER, UNLESS A LONGER PERIOD IS APPROVED IN WRITING BY THE CITY ENGINEER.

ROBERT ARMIJO CITY ENGINEER DATE

TRACY Think Inside the Triangle

PROFESSIONAL ENGINEER RE OF CALIFORNIA PRELIMINARY NOT FOR CONSTRUCTION

VVH CONSULTING ENGINEERS
430 10th Street
Modesto, CA 95354
Tel.: 209.586.4477
Fax: 209.524.1464
This construction plan may and be responsible for all dimensions. DO NOT scale drawing. Any errors or omissions shall be reported to VVH Consulting Engineers immediately. Reproduction or use in whole or in part for any purpose without written permission of VVH Consulting Engineers is strictly forbidden. This drawing shall not be used for construction until sealed, signed and dated by the Engineer.

No.	Revision Description	Appd.
	MM/YY	

DESIGNED BY:	DRAWN BY:	CHECKED BY:	DATE:	SCALE:
AR	AR	CTV/CB	3/11/19	AS SHOWN

COVER SHEET

VESTING TENTATIVE SUBDIVISION MAP TRACT NO. ____

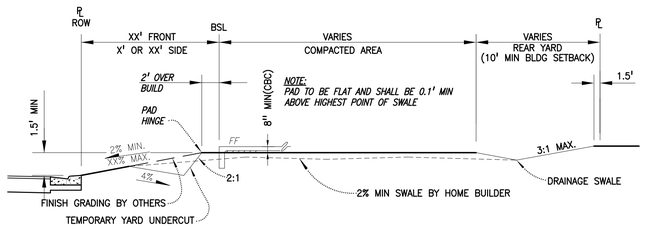
SOUTHGATE
LOT A

TRACY, CALIFORNIA

SHEET 1 OF 5 SHEETS

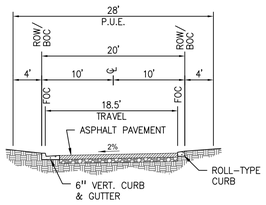
2019/03/19 11:31 AM By: Casey Bartsmon
W:\1012050O\civil\tent_map\1012050O-tm.dwg

ORIGINAL SHEET – ARCH D



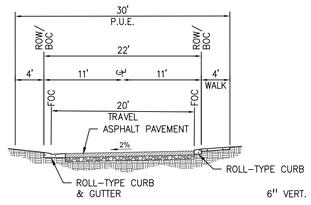
A/3 TYPICAL LOT SECTION

NOT TO SCALE



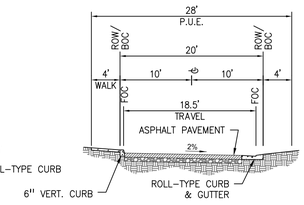
20' R.O.W. TYPE A CROSS SECTION (PRIVATE)

SCALE: 1"=10'



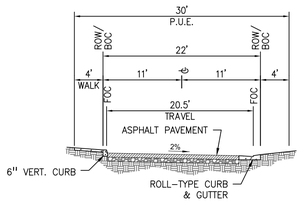
22' R.O.W. TYPE B CROSS SECTION (PRIVATE)

SCALE: 1"=10'



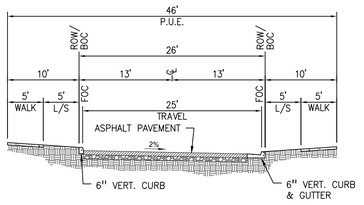
20' R.O.W. TYPE C CROSS SECTION (PRIVATE)

SCALE: 1"=10'



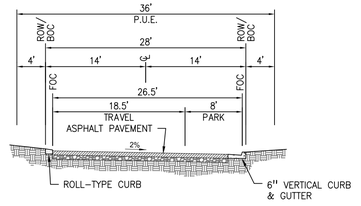
22' R.O.W. TYPE D CROSS SECTION (PRIVATE)

SCALE: 1"=10'



26' R.O.W. TYPE E CROSS SECTION (PRIVATE)

SCALE: 1"=10'



28' R.O.W. TYPE F CROSS SECTION (PRIVATE)

SCALE: 1"=10'

Know what's **below.** **Call** before you dig.

CITY OF TRACY

APPROVAL OF THESE PLANS DOES NOT RELIEVE THE DEVELOPER'S OF THE RESPONSIBILITY FOR CORRECTION OF MISTAKES, ERRORS, OR OMISSIONS CONTAINED THEREIN, IF DURING THE CONSTRUCTION OF THE IMPROVEMENTS IT IS NECESSARY TO MAKE MINOR MODIFICATIONS OF OR A DEPARTURE FROM THE SPECIFICATIONS AND DETAILS OF THE CITY STANDARDS, THE CITY ENGINEER HAS THE AUTHORITY TO REQUIRE OR APPROVE SUCH MODIFICATIONS OR DEPARTURE AND TO SPECIFY THE MANNER IN WHICH THE SAME SHALL BE MADE. ANY MODIFICATIONS OR DEPARTURE SHALL BE NOTED ON THE AS-BUILT PLANS.

ROBERT ARMIJO — CITY ENGINEER — DATE

TRACY
Think Inside the Triangle

PROFESSIONAL ENGINEER — REGISTERED — CIVIL — STATE OF CALIFORNIA
PRELIMINARY — NOT FOR CONSTRUCTION

CONSULTING ENGINEERS
430 10th Street, Suite 314
Modesto, CA 95354
Tel.: 209.568.4477
Fax: 209.568.4435

The contractor shall verify and be responsible for all dimensions. DO NOT scale drawing. Any errors or omissions shall be reported to VWCE immediately. This drawing is the property of VWCE. Reproduction or use in whole or in part for any purpose other than that authorized by VWCE is forbidden. This drawing shall not be used for construction until sealed, signed and dated by the Engineer.

No.	MM.YY	Description	Appd.

Revision

DESIGNED BY:	DRAWN BY:	CHECKED BY:	DATE:	SCALE:
AR	AR	CTY/CB	3/11/19	AS SHOWN

DETAIL SHEET

VESTING TENTATIVE SUBDIVISION MAP TRACT NO. ____

SOUTHGATE LOT A

TRACY, CALIFORNIA

SHEET 2 OF 5 SHEETS

2019/03/19 11:32 AM By: Casey Berkemeyer
W:\10120500\civil\ent_dtsp\10120500-1m.dwg
ORIGINAL SHEET – ARCH D

W. SCHULTE ROAD

MABEL JOSEPHINE DRIVE

PATRICK McCAFFREY SR. AVENUE

MICHAEL COX LANE

STEVEN BRIDGES LANE

STREET A

STREET B

STREET C

STREET D

STREET E

LOT A 2205 SF

LOT B 2591 SF

LOT C 2587 SF

LOT D 1369 SF

10' PUE

REMOVABLE BOLLARDS

STORM WATER TREATMENT DEVICE (PRIVATE)

EX. ELECTROLIER TO BE RELOCATED

NOTE: ENTRY DRIVEWAY AND EVA SHALL BE PER CITY OF TRACY STANDARD PLAN 133

REMOVE ±26' EX SIDEWALK, CURB & GUTTER

REMOVE EX. SIDEWALK, CURB & GUTTER

REMOVE EX. DRIVEWAY APPROACH AND REPLACE WITH 6" VERT. CURB AND GUTTER

SCALE: 1" = 30'

STREET CHART

NAME	JURISTICTION
STREET A	PRIVATE
STREET B	PRIVATE
STREET C	PRIVATE
STREET D	PRIVATE
STREET E	PRIVATE
W. SCHULTE ROAD	CITY OF TRACY
MABEL JOSEPHINE DRIVE	CITY OF TRACY
PATRICK McCAFFREY SR. AVE.	CITY OF TRACY

Know what's **below.** **Call** before you dig.

CITY OF TRACY

APPROVAL OF THESE PLANS DOES NOT RELIEVE THE DEVELOPER OF THE RESPONSIBILITY FOR CORRECTION OF MISTAKES, ERRORS, OR OMISSIONS CONTAINED THEREIN, IF DURING THE CONSTRUCTION OF THE IMPROVEMENTS IT IS NECESSARY TO MAKE CHANGES OR MODIFICATIONS OF OR A DEPARTURE FROM THE SPECIFICATIONS AND DETAILS OF THE CITY STANDARDS, THE DEVELOPER SHALL APPLY TO THE CITY ENGINEER FOR APPROVAL OF SUCH CHANGES. FAILURE TO OBTAIN SUCH APPROVAL MAY REQUIRE SUCH MODIFICATIONS OR DEPARTURE, AND TO SPECIFY THE MANNER IN WHICH THE WORK SHALL BE MODIFIED. ALL MODIFICATIONS MUST BE NOTED ON THE AS-BUILT PLANS.

ROBERT ARMIJO — CITY ENGINEER — DATE

TRACY — Think Inside the Triangle

PROFESSIONAL ENGINEER — REGISTERED — STATE OF CALIFORNIA — NOT FOR CONSTRUCTION — PRELIMINARY

VWH CONSULTING ENGINEERS
430 10th Street
Modesto, CA 95354
Tel.: 209.568.4477
Fax: 209.568.4478
This construction plan may not be responsible for all dimensions. DO NOT scale drawing. Any errors or omissions shall be reported to the Engineer immediately. This drawing and the design shown hereon is the property of VWH. Reproduction or use in whole or in part for any purpose without written permission from VWH is strictly forbidden. This drawing shall not be used for construction until sealed, signed and dated by the Engineer.

No.	Revision	Description	Appd.
	MM/YY		

DESIGNED BY:	DRAWN BY:	CHECKED BY:	DATE:	SCALE:
AR	AR	CTY/CB	3/11/19	AS SHOWN

TENTATIVE MAP

VESTING TENTATIVE SUBDIVISION MAP TRACT NO. ____

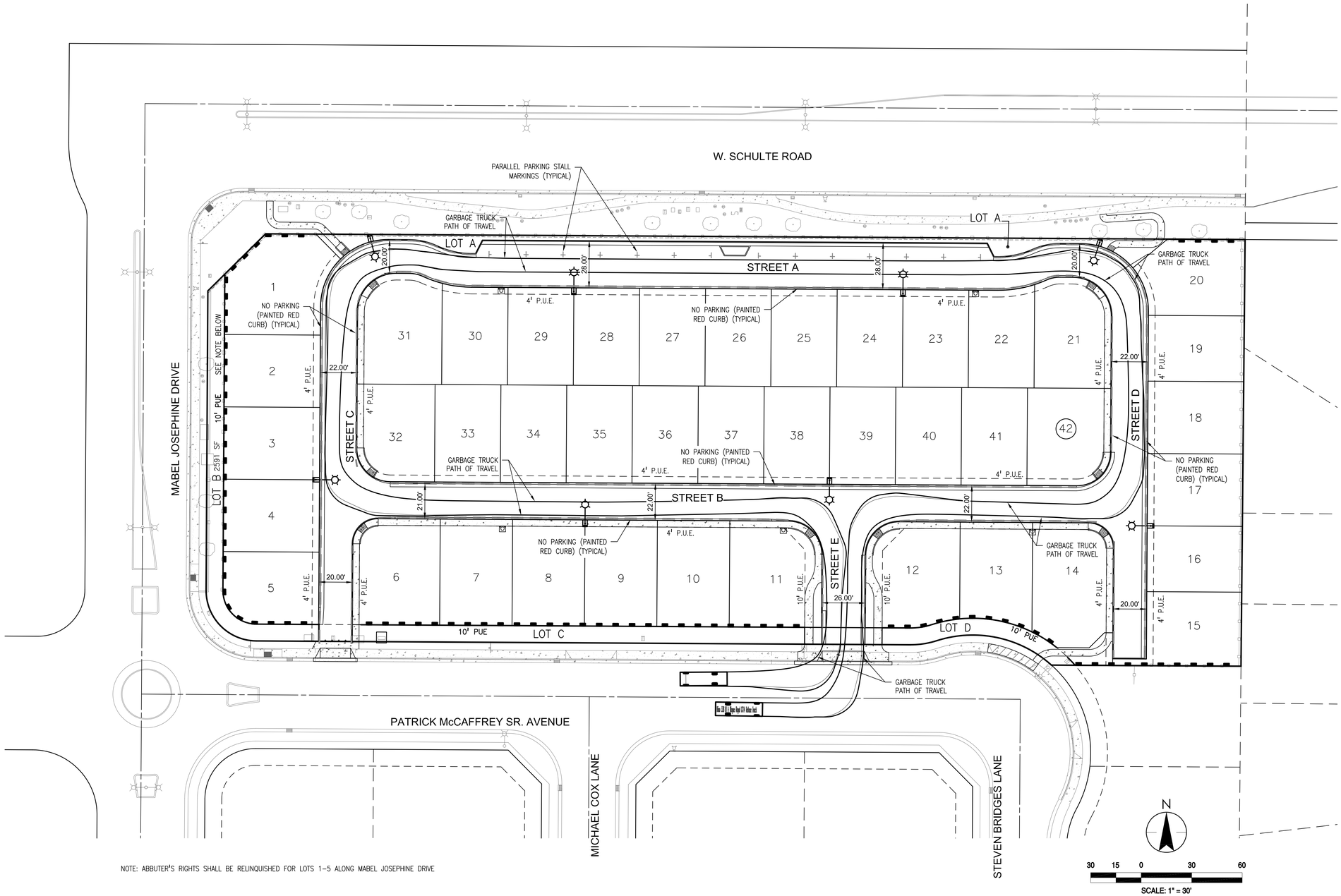
SOUTHGATE LOT A

TRACY, CALIFORNIA

SHEET 3 OF 5 SHEETS

2019/03/19 11:32 AM By: Corey Barkman
W:\10120500\civil\text_mssp\10120500-tm.dwg

ORIGINAL SHEET – ARCH D



NOTE: ABBUTER'S RIGHTS SHALL BE RELINQUISHED FOR LOTS 1-5 ALONG MABEL JOSEPHINE DRIVE

Know what's **below.** **Call** before you dig.

CITY OF TRACY

APPROVAL OF THESE PLANS DOES NOT RELEASE THE DEVELOPER OF THE RESPONSIBILITY FOR CORRECTION OF MISTAKES, ERRORS, OR OMISSIONS CONTAINED THEREIN, IF DURING THE CONSTRUCTION OF IMPROVEMENTS SHOWN THEREON IT BECOMES NECESSARY TO MAKE MINOR MODIFICATIONS, OR A MINOR DEPARTURE FROM THE SPECIFICATIONS AND DETAILS OF THE CITY OF TRACY STANDARD PLANS AND SPECIFICATIONS, THE CITY ENGINEER HAS THE AUTHORITY TO REQUIRE SUCH MODIFICATIONS OR DEPARTURE, AND TO SPECIFY THE MANNER IN WHICH THEY SHALL BE MADE. ALL SUCH MODIFICATIONS OR DEPARTURES SHALL BE MADE AND SHOWN ON THE IMPROVEMENT PLANS, WHICH SHALL BE MARKED AS RECORD DRAWINGS PRIOR TO THE FINAL ACCEPTANCE OF THE IMPROVEMENTS BY THE CITY COUNCIL. IN NO CASE SHALL ANY MODIFICATIONS BE MADE WITHOUT FIRST OBTAINING THE WRITTEN CONSENT OF THE CITY ENGINEER. THE APPROVAL OF THESE PLANS EXPIRES TWO YEARS FROM THE DATE APPROVED BY THE CITY ENGINEER.

ROBERT ARMIJO — CITY ENGINEER — DATE

Think Inside the Triangle

PROFESSIONAL ENGINEER — RE 67143 — STATE OF CALIFORNIA — PRELIMINARY NOT FOR CONSTRUCTION

CONSULTING ENGINEERS
430 10th Street,
Modesto, CA 95354
Tel.: 209.568.4477
Fax: 209.568.4488

The contractor shall verify and be responsible for all dimensions. DO NOT scale drawing. Any errors or omissions shall be reported to VWLE immediately. This drawing is and shall remain the property of VWLE. Reproduction or use in whole or in part for any purpose other than that authorized by VWLE is forbidden. This drawing shall not be used for construction until signed and dated by the Engineer.

No.	MM/YY	Description	Appd.
		Revision	

DESIGNED BY:	DRAWN BY:	CHECKED BY:	DATE:	SCALE:
AR	AR	CTV/CB	3/11/19	AS SHOWN

TENTATIVE MAP

VESTING TENTATIVE SUBDIVISION MAP TRACT NO. _____

SOUTHGATE LOT A

TRACY, CALIFORNIA

SHEET 4 OF 5 SHEETS

2019/03/19 11:32 AM By: Corey Backman
W:\10120500\civil\ent_map\10120500-tm.dwg
ORIGINAL SHEET - ARCH D

EX. SDMH
INV. 52.36 12"(E)
INV. 52.36 24"(S)
INV. 51.45 24"(N)

EX. SSMH
INV. 46.28 10"(W)
INV. 46.28 10"(E)

EX. SDMH
INV. 53.22 12"(W)
INV. 53.22 12"(E)
INV. 56.04 12"(S)

EX. SSMH
INV. 45.59 10"(W)
INV. 45.59 10"(E)

EX. SDMH
INV. 54.01 12"(W)
INV. 54.44 12"(S)

EX. SSMH
INV. 47.14 8"(S)
INV. 46.97 10"(E)
NV. 46.97 10"(E)

EX. SDMH
INV. 55.07 12"(E)
INV. 57.23 12"(W)
INV. 52.56 24"(S)
INV. 52.56 24"(N)

EX. SDCB
INV. 55.07 12"(W)

EX. SDCB
INV. 54.66 12"(N)

W. SCHULTE ROAD

35.5'
112.5'
77'

N 89°39'45" W 581.78'

N 45°20'15" E
48.28'

EX. WROUGHT IRON FENCE
(TO REMAIN)

EX. WROUGHT IRON FENCE
(TO REMAIN)

1'
RESERVE STREET
DEDICATION

REMOVE EX. WROUGHT IRON FENCE

72'
34'
38'

MABEL JOSEPHINE DRIVE

N 0°20'55" E 177.86'

10'
PUE

REMOVE EX. WROUGHT IRON FENCE

LOT "A" AS SHOWN ON THAT CERTAIN MAP ENTITLED, "SOUTHGATE, UNIT NO. 1", RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA

N 0°32'45" W 253.59'

EX. RETAINING WALL
WITH WOOD FENCE
(TO REMAIN)

EX. SDCB
INV. 53.57 18"(W)
INV. 53.57 18"(E)

EX. UTILITY VAULT (2)

EX. ELECTRICAL
TRANSFORMER
AND CONC. PAD

EX. SDCB
INV. 54.65 18"(W)
INV. 54.65 15"(E)

EX. SSMH
INV. 51.26 8"(W)
INV. 51.29 8"(E)
INV. 51.19 8"(S)

10'
PUE

EX. SDCB
INV. 55.04 15"(W)

EX. SDMH
INV. 52.97 24"(N)
INV. 53.97 12"(S)
INV. 53.47 18"(E)
INV. 58.65 12"(W)

C3

N 89°39'45" W 388.53'

C2

C1

N 89°39'45" W 112.60'

EX. UTILITY PEDESTAL
(TO BE RELOCATED)

EX. SSMH
INV. 50.21 8"(W)
INV. 50.21 8"(S)

10'
PUE

32'
64'
32'

EX. SSMH
INV. 48.39 8"(N)
INV. 58.20 8"(S)
INV. 48.49 8"(E)
INV. 57.20 8"(W)

PATRICK McCAFFREY SR. AVENUE

EX. SDCB
INV. 54.80 12"(N)

MICHAEL COX LANE

STEVEN BRIDGES LANE

N

30 15 0 30 60
SCALE: 1" = 30'

C1 △ 59°42'51"
R= 70.00'
L= 72.96'

C2 △ 18°11'42"
R= 50.00'
L= 15.88'

C3 △ 90°00'00"
R= 30.00'
L= 47.12'

Know what's below.
Call before you dig.

2019/03/19 11:33 AM By: Casey Backman
W:\10126500\civil\ent_cmap\10126500-trm.dwg

ORIGINAL SHEET – ARCH D

CITY OF TRACY

APPROVAL OF THESE PLANS DOES NOT RELEASE THE DEVELOPER OF THE RESPONSIBILITY FOR CORRECTION OF MISTAKES, ERRORS, OR OMISSIONS CONTAINED THEREIN, IF DURING THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN HEREON IT IS FOUND THAT MODIFICATION OF OR A DEPARTURE FROM THE SPECIFICATIONS AND DETAILS OF THE CITY ARE NECESSARY, THE DEVELOPER'S ENGINEER SHALL SUBMIT SUCH MODIFICATIONS OR DEPARTURE AND TO SPECIFY THE MANNER IN WHICH THEY SHALL BE MADE. IF ANY SUCH MODIFICATIONS OR DEPARTURE ARE APPROVED BY THE CITY ENGINEER, THE WORK SHALL BE PERFORMED AS SO MODIFIED OR DEPARTED FROM, BASED ON THE APPROVED MODIFIED DESIGN, APPROVED BY THE CITY ENGINEER.

ROBERT ARMIJO CITY ENGINEER DATE

TRACY
Think Inside the Triangle

REGISTERED PROFESSIONAL ENGINEER
ALYSSA BEGA
No. 93127
CIVIL
STATE OF CALIFORNIA
PRELIMINARY
NOT FOR CONSTRUCTION

VLK CONSULTING ENGINEERS
430 10th Street
Modesto, CA 95354
Tel.: 209.568.4477
Fax: 209.568.4478

The concept plans may not be responsible for all dimensions, DO NOT scale drawing. Any errors or omissions shall be reported to VLK immediately. All designs, drawings and specifications are the property of VLK. Reproduction or use in whole or in part for any purpose other than authorized by VLK is forbidden. Any such use is unauthorized and forbidden. This drawing shall not be used for construction until sealed, signed and dated by the Engineer.

No.	M/D/Y	Description	Appd.
Revision			

DESIGNED BY: AR
DRAWN BY: AR
CHECKED BY: CTV/CB
DATE: 3/1/19
SCALE: AS SHOWN

TOPOGRAPHY MAP

VESTING TENTATIVE SUBDIVISION MAP TRACT NO. _____

SOUTHGATE
LOT A

TRACY, CALIFORNIA

SHEET
5
OF 5 SHEETS

ATTACHMENT C



SOUTHGATE

TRACY, CA

MARCH 19, 2019

SITE PLAN

SITE PLAN SP-1

ARCHITECTURE

STREET SCENES A-1
PLAN 1 FLOOR PLANS A-2
PLAN 1 ROOF PLANS A-3
PLAN 1 FRONT ELEVATIONS A-4
PLAN 1 'B' BUNGALOW A-5
PLAN 1 'D' COTTAGE A-6
PLAN 2 FLOOR PLANS A-7
PLAN 2 ROOF PLANS A-8
PLAN 2 FRONT ELEVATIONS A-9
PLAN 2 'A' CRAFTSMAN A-10
PLAN 2 'C' TRADITIONAL A-11
PLAN 3 FLOOR PLANS A-12
PLAN 3 ROOF PLANS A-13
PLAN 3 FRONT ELEVATIONS A-14
PLAN 3 'A' CRAFTSMAN A-15
PLAN 3 'C' TRADTIONAL A-16
PLAN 3 'D' COTTAGE A-17
PLAN 4 FLOOR PLANS A-18
PLAN 4 ROOF PLANS A-19
PLAN 4 FRONT ELEVATIONS A-20
PLAN 4 'B' BUNGALOW A-21
PLAN 4 'D' COTTAGE A-22
DUET 1ST FLOOR PLAN A-23
DUET 2ND FLOOR PLAN A-24
DUET ROOF PLAN A-25
DUET ROOF PLAN A-26
DUET ROOF PLAN A-27
DUET FRONT ELEVATIONS A-28
DUET FRONT ELEVATIONS A-29
DUET WRAP ELEVATIONS A-30
DUET WRAP ELEVATIONS A-31
DUET WRAP ELEVATIONS A-32

COLOR & MATERIALS

COLOR SCHEMES CM-1
COLOR SCHEMES CM-2
COLOR SCHEMES CM-3

BRIGHT HOMES

ARCHITECTS . PLANNERS . DESIGNERS

WHA.

ORANGE COUNTY . LOS ANGELES . BAY AREA

VHCE CONSULTING ENGINEERS
430 10th Street
Modesto, CA 95354
Tel: 209.568.4477
Fax: 209.568.4478

The Contractor shall verify and be responsible for all dimensions. DO NOT scale drawing. Any errors or omissions shall be reported to VHCE without delay. Copyrights to all designs and drawings are the property of VHCE. Reproduction or use in whole or in part for any purpose other than that authorized in writing by VHCE is strictly forbidden. This drawing shall not be used for construction until sealed, signed and dated by the Engineer.



Project Summary

ZONED: PLANNED UNIT DEVELOPMENT (PUD)

DENSITY RANGE: 12.0 TO 25 DU. / GROSS AC.

Total Site Area: ± 3.43 Acres

Total Units: 42 Homes (DUETS & SINGLE FAMILY HOMES)

Density: ± 12.2 Du / Acre

DUETS: 57%
- Plan 1: 12 du | 24%
  ± *1,783 sf | 3 bdrm | 2.5 ba | Den*
- Plan 2: 12 du | 24%
  ± *1,940 sf | 3 bdrm | 2.5 ba | Den | Loft / Opt. Bdrm 4*

SFD UNITS: 43%
- Plan 1: 3 du | 10%
  + 1,783 sf | 3 bdrm | 2.5 ba | Den
- Plan 2: 3 du | 7%
  +1,940 sf | 3 bdrm | 2.5 ba | Den | Loft /Opt. Bdrm 4
- Plan 3: 7 du | 21%
  ± *2,078 sf | 3 bdrm | 2.5 ba | Den | Loft / Opt.Bdrm. 4*
- Plan 4: 5 du | 14%
  ± 2,142 sf | 4 bdrm | 3 ba | Loft / Opt. Bdrm. 5

Parking:

Required: 84 Spaces

10.08.3480 - Parking Spaces Required: Two (2) non-tandem enclosed (in garage) spaces per unit

Provided: 183 Spaces
- Garage: 84 Spaces (2 car enclosed garage)
- Driveway: 72 Spaces (1 to 2 space / unit)
- Parallel On-Site: 14 Spaces (8' x 20')
- Parallel Off-Site: 13 Spaces (8' x 20')

Ratio: 4.36 Spaces / Unit Avg.

BRIGHT HOMES

SOUTHGATE / LOT A

TRACY, CA

SP-1

0 2 4 8

© 2019 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA. | 2017265 | 03-19-19

ARCHITECTS . PLANNERS . DESIGNERS

WHA.

ORANGE COUNTY . LOS ANGELES . BAY AREA



PLAN 4
COTTAGE
COLOR SCHEME 7

PLAN 1
BUNGALOW
COLOR SCHEME 1

PLAN 3
CRAFTSMAN
COLOR SCHEME 2

PLAN 2
TRADITIONAL
COLOR SCHEME 4

SINGLE FAMILY DETACHED



PLAN 2
TRADITIONAL
COLOR SCHEME 4

PLAN 1
BUNGALOW
COLOR SCHEME 2

PLAN 2
TRADITIONAL
COLOR SCHEME 6

PLAN 1
TRADITIONAL
COLOR SCHEME 5

PLAN 2
CRAFTSMAN
COLOR SCHEME 3

PLAN 1
BUNGALOW
COLOR SCHEME 1

DUETS

NOTE:
Renderings are for conceptual purposes only. Final color & material application to be determined.

Streetscene

SOUTHGATE / LOT A

TRACY, CA

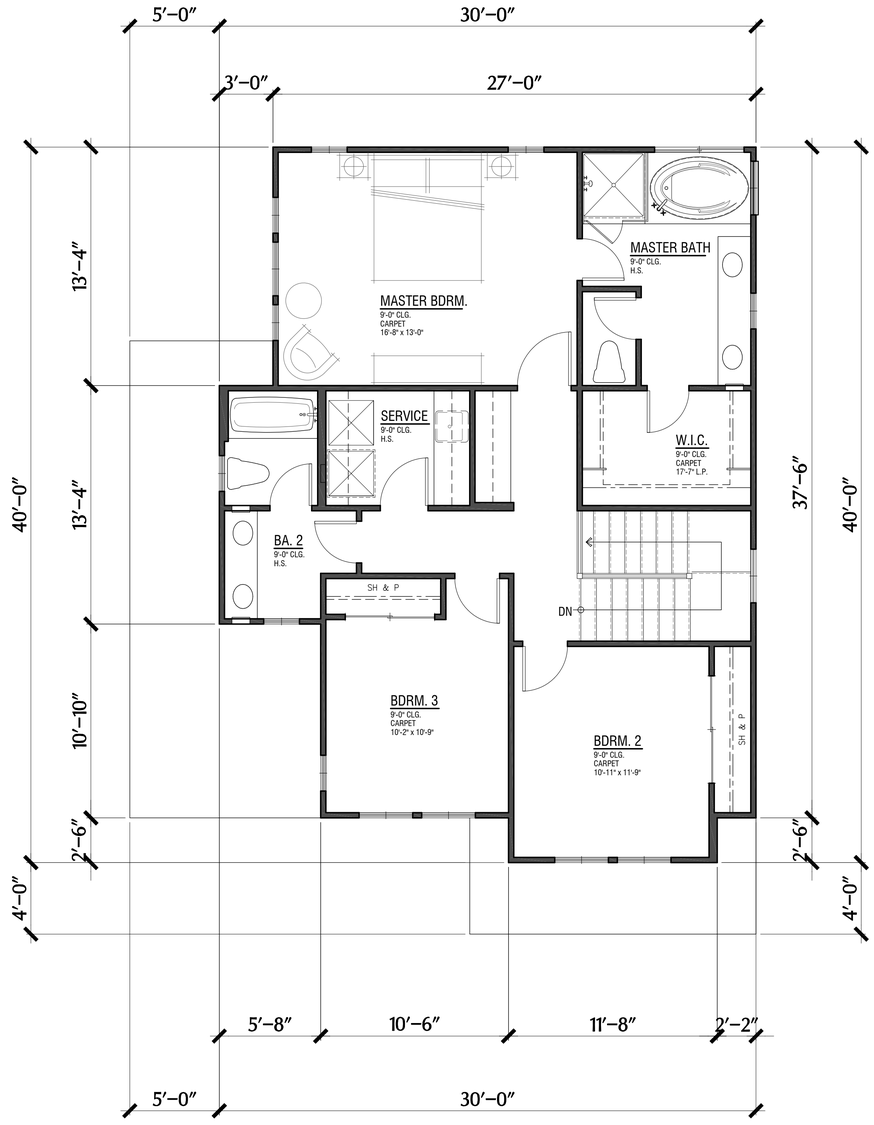
BRIGHT HOMES

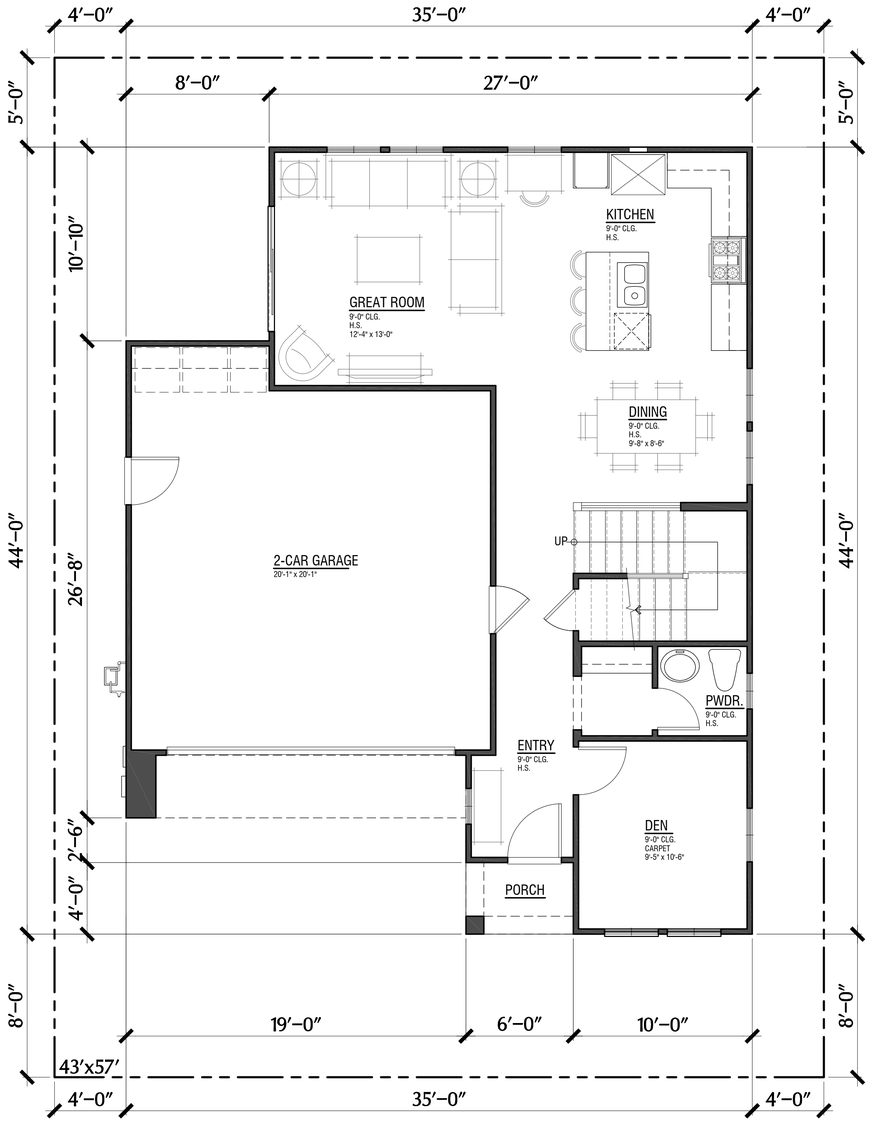
A-1

0 2 4 8

© 2019 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA. | 2017265 | 03-19-19

ARCHITECTS . PLANNERS . DESIGNERS
WHA.
ORANGE COUNTY . LOS ANGELES . BAY AREA





Second Floor
981 S.F.

PLAN 1

1,783 S.F.
3 Bdrm. / 2.5 Bath / Den
2-Car Garage

First Floor
802 S.F.

BRIGHT HOMES

SOUTHGATE / LOT A

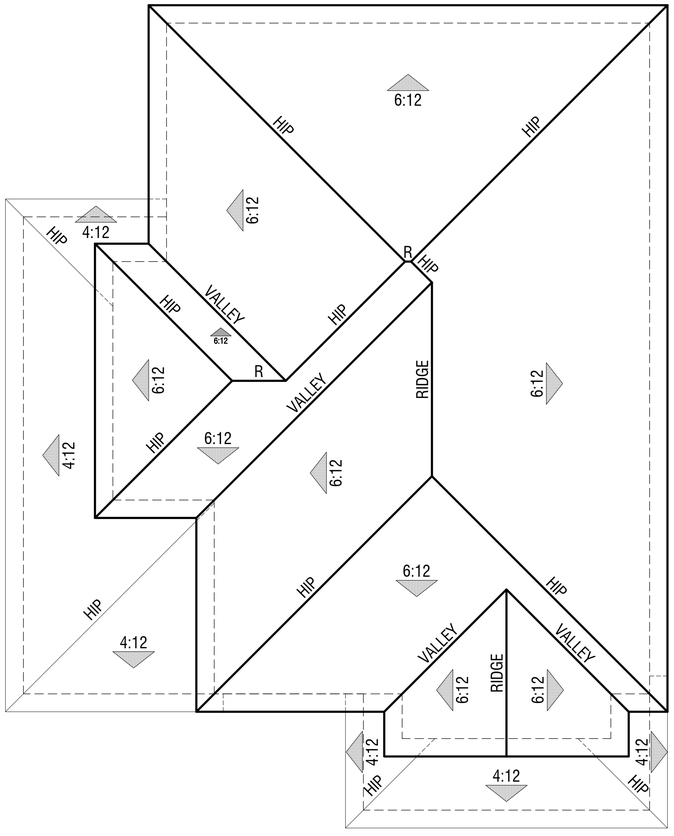
TRACY, CA

A-2

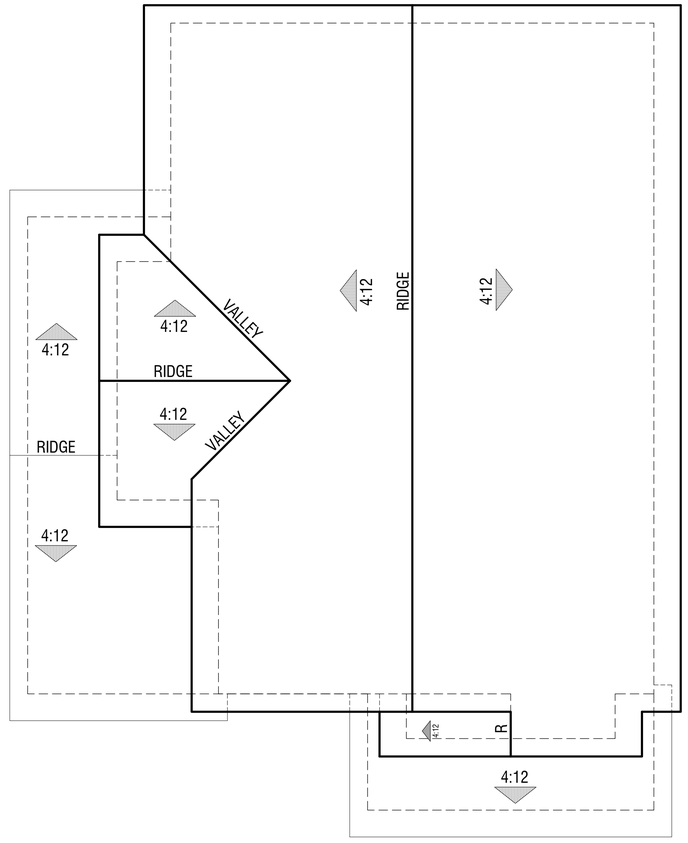
0 2 4 8

© 2019 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA. | 2017265 | 03-19-19

ARCHITECTS . PLANNERS . DESIGNERS
WHA.
ORANGE COUNTY . LOS ANGELES . BAY AREA



Elevation D
Cottage



Elevation B
Bungalow

PLAN 1
Roof Plans

© 2019 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA. | 2017265 | 03-19-19



COLOR SCHEME 8

Elevation D - Cottage

Exterior Materials:

- Concretre tile roofing
- Stucco-smooth finish
- Manufactured stone veneer
- Thin brick
- Wrought iron potshelf
- Insulated dual-glazed vinyl windows
- Sectional roll-up garage door
- Fiberglass entry door



COLOR SCHEME 1

Elevation A - Bungalow

Exterior Materials:

- Concretre tile roofing
- Stucco-smooth finish
- Board and batten
- Manufactured stone veneer
- Thin brick
- Insulated dual-glazed vinyl windows
- Sectional roll-up garage door
- Fiberglass entry door

PLAN 1
Front Elevations

NOTE:
Renderings are for conceptual purposes only. Final color & material application to be determined.

© 2019 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA. | 2017265 | 03-19-19



Right



Rear



Left



Front

PLAN 1

Elevation B - Bungalow

BRIGHT HOMES

SOUTHGATE / LOT A

TRACY, CA

A-5

0 2 4 8

© 2019 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA. | 2017265 | 03-19-19

ARCHITECTS . PLANNERS . DESIGNERS

WHA.

ORANGE COUNTY . LOS ANGELES . BAY AREA



Right



Rear



Left



Front

PLAN 1

Elevation D - Cottage

COLOR SCHEME 8

BRIGHT HOMES

SOUTHGATE / LOT A

TRACY, CA

A-6

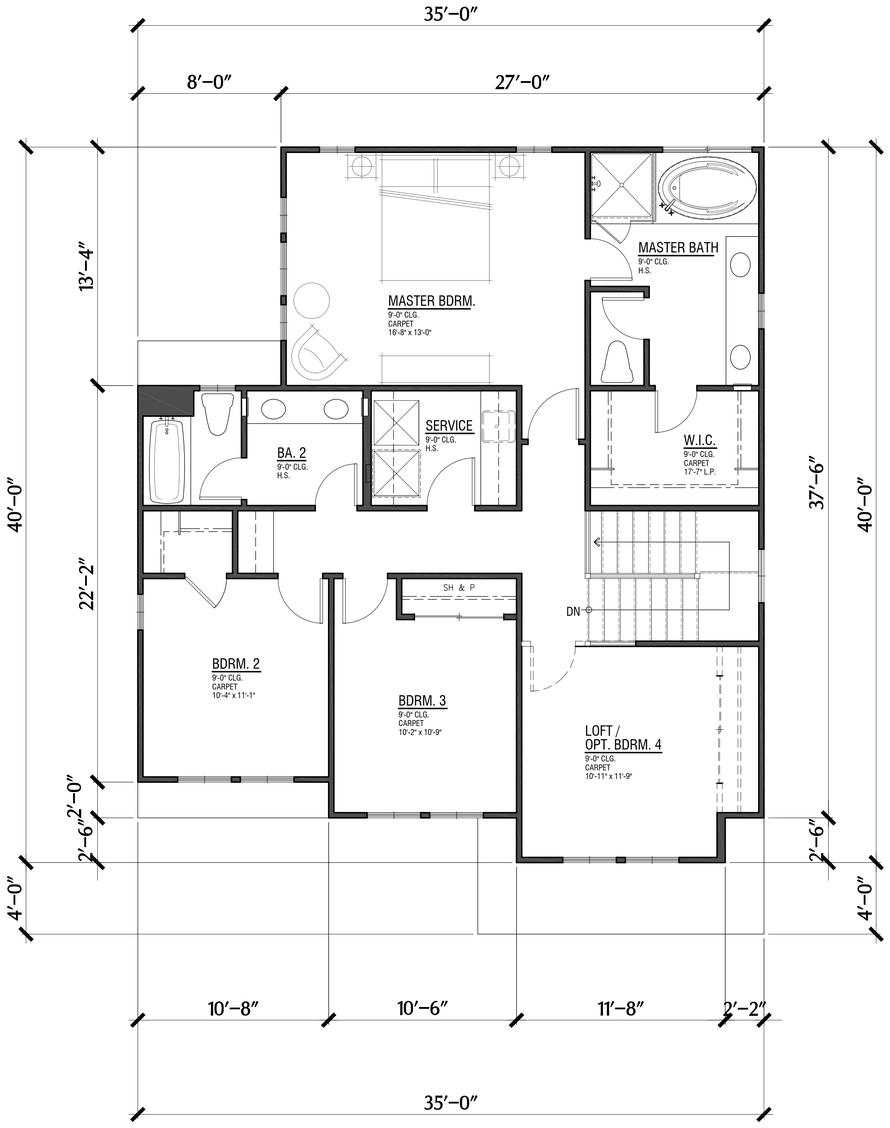
0 2 4 8

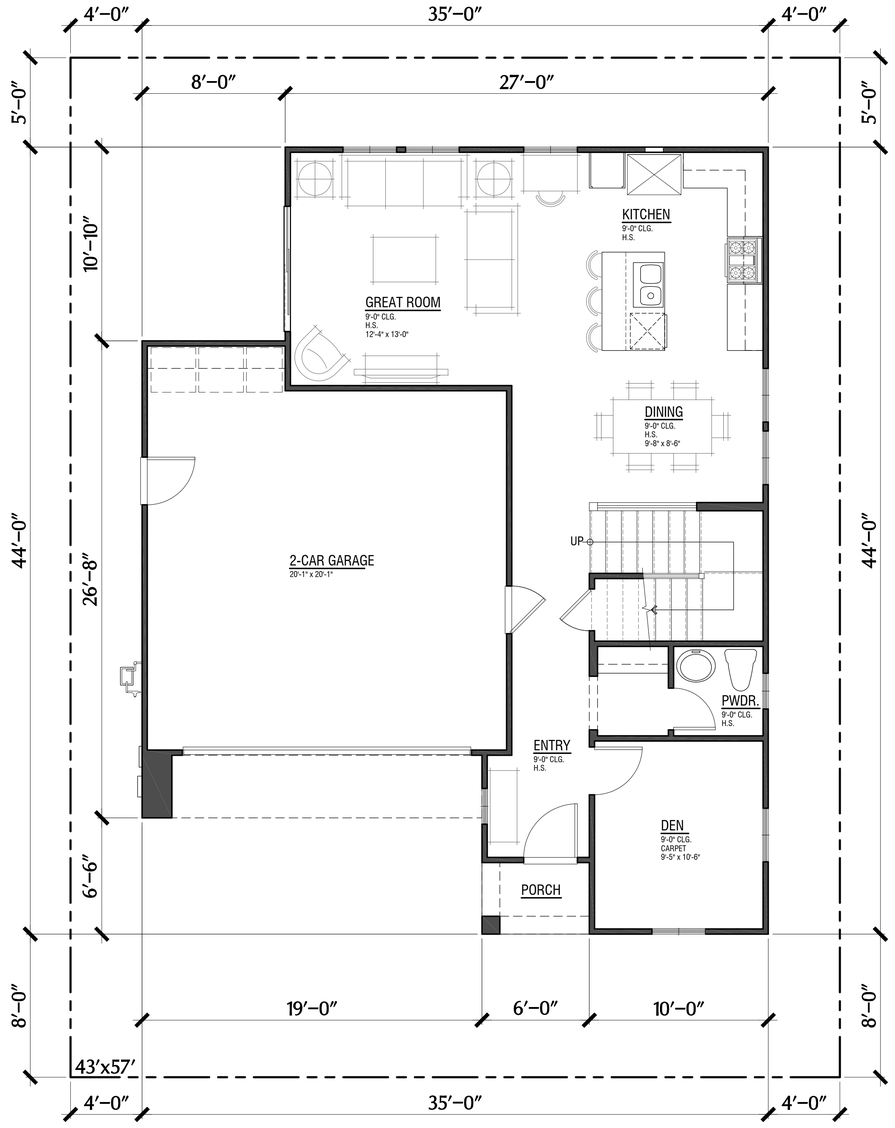
ARCHITECTS . PLANNERS . DESIGNERS

WHA.

ORANGE COUNTY . LOS ANGELES . BAY AREA

© 2019 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA. | 2017265 | 03-19-19





Second Floor
1,138 S.F.

PLAN 2

1,940 S.F.
3 Bdrm. / 2.5 Bath / Den / Loft / (Opt. Bdrm. 4)
2-Car Garage

First Floor
802 S.F.

BRIGHT HOMES

SOUTHGATE / LOT A

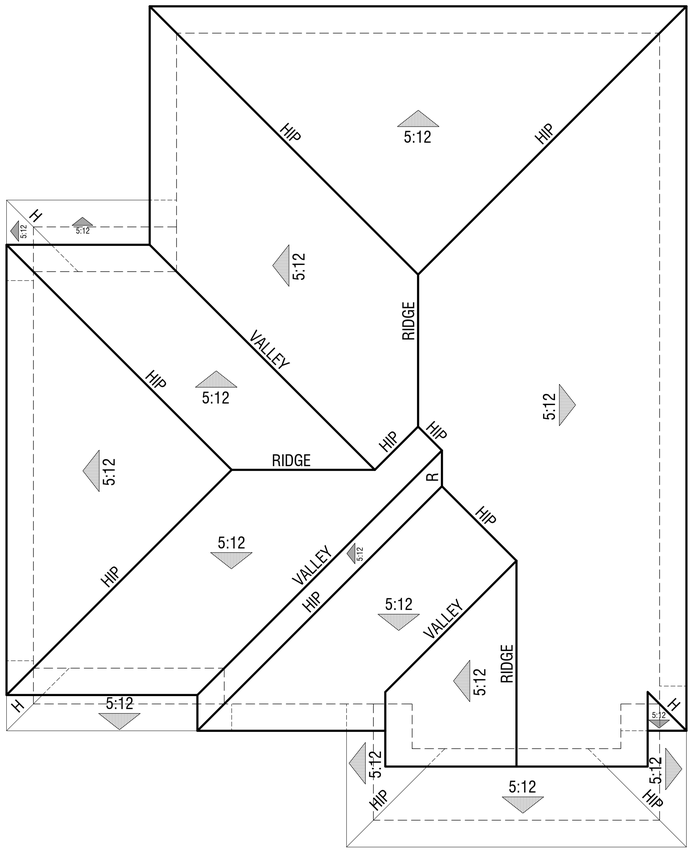
TRACY, CA

A-7

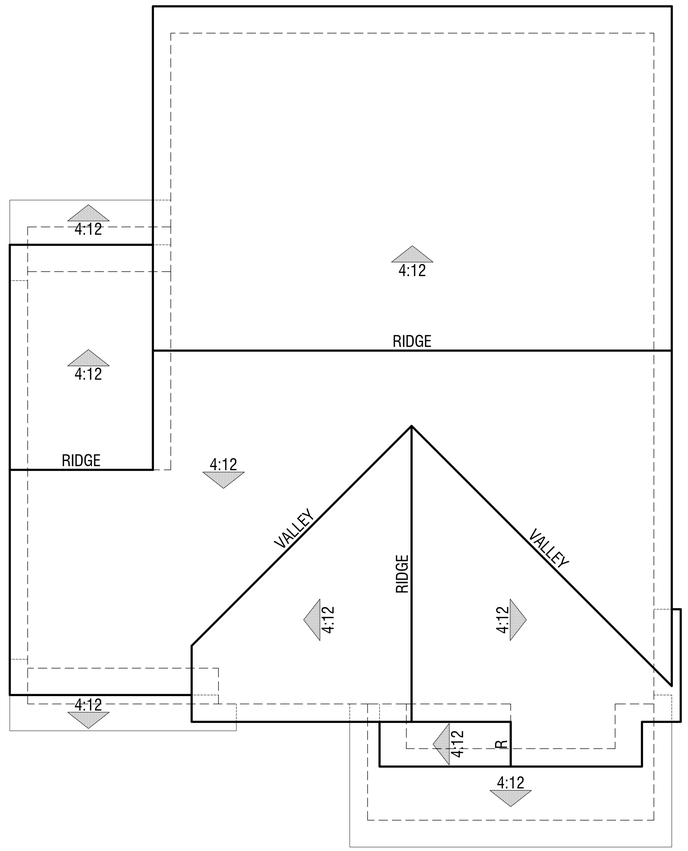
0 2 4 8

ARCHITECTS . PLANNERS . DESIGNERS
WHA.
ORANGE COUNTY . LOS ANGELES . BAY AREA

© 2019 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA. | 2017265 | 03-19-19



Elevation C
Traditional



Elevation A
Craftsman

PLAN 2
Roof Plans

© 2019 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA. | 2017265 | 03-19-19



COLOR SCHEME 4



COLOR SCHEME 3

Elevation C - Traditional

Exterior Materials:

- Concretre tile roofing
- Stucco-smooth finish
- Fiber cement siding
- Thin brick
- High density foam potshelf
- Composite shutters
- Insulated dual-glazed vinyl windows
- Sectional roll-up garage door
- Fiberglass entry door

Elevation A - Craftsman

Exterior Materials:

- Concretre tile roofing
- Stucco-smooth finish
- Fiber cement siding
- Board and batten
- High density foam potshelf
- Insulated dual-glazed vinyl windows
- Sectional roll-up garage door
- Fiberglass entry door

PLAN 2

Front Elevations

NOTE:
Renderings are for conceptual purposes only. Final color & material application to be determined.

BRIGHT HOMES

SOUTHGATE / LOT A

TRACY, CA

A-9

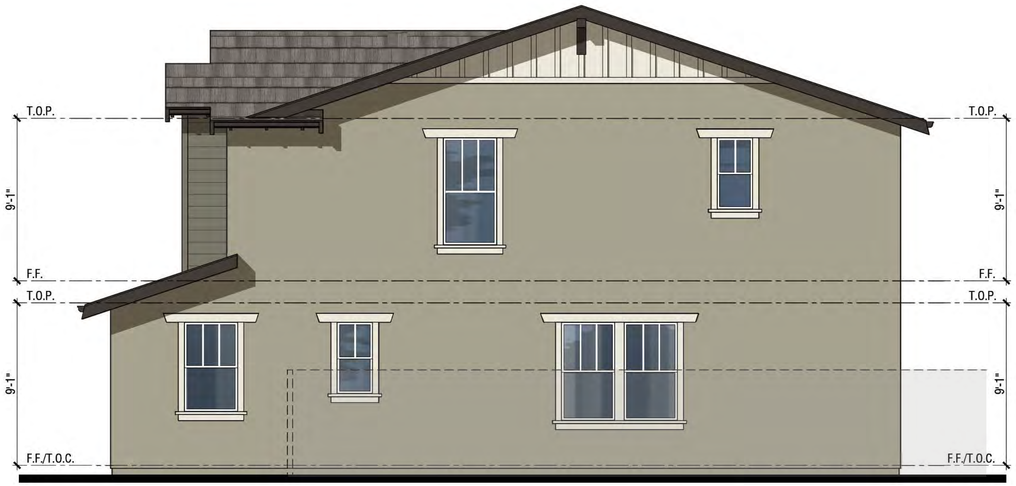
0 2 4 8

© 2019 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA. | 2017265 | 03-19-19

ARCHITECTS . PLANNERS . DESIGNERS

WHA.

ORANGE COUNTY . LOS ANGELES . BAY AREA



Right



Rear



Left



Front

PLAN 2

Elevation A - Craftsman

COLOR SCHEME 3

BRIGHT HOMES

SOUTHGATE / LOT A

TRACY, CA

A-10

0 2 4 8

© 2019 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA. | 2017265 | 03-19-19

ARCHITECTS . PLANNERS . DESIGNERS
WHA.
ORANGE COUNTY . LOS ANGELES . BAY AREA



Right



Rear



Left



Front

PLAN 2

Elevation C - Traditional

COLOR SCHEME 4

BRIGHT HOMES

SOUTHGATE / LOT A

TRACY, CA

A-11

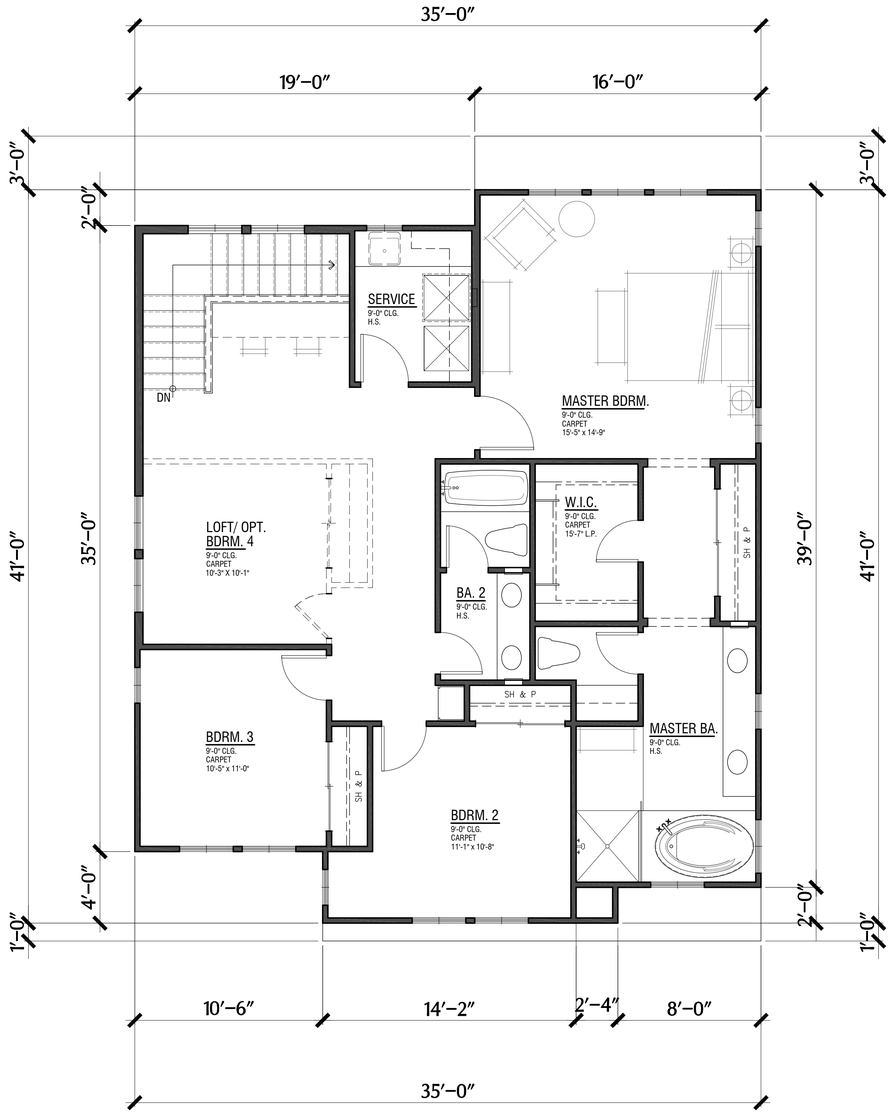
0 2 4 8

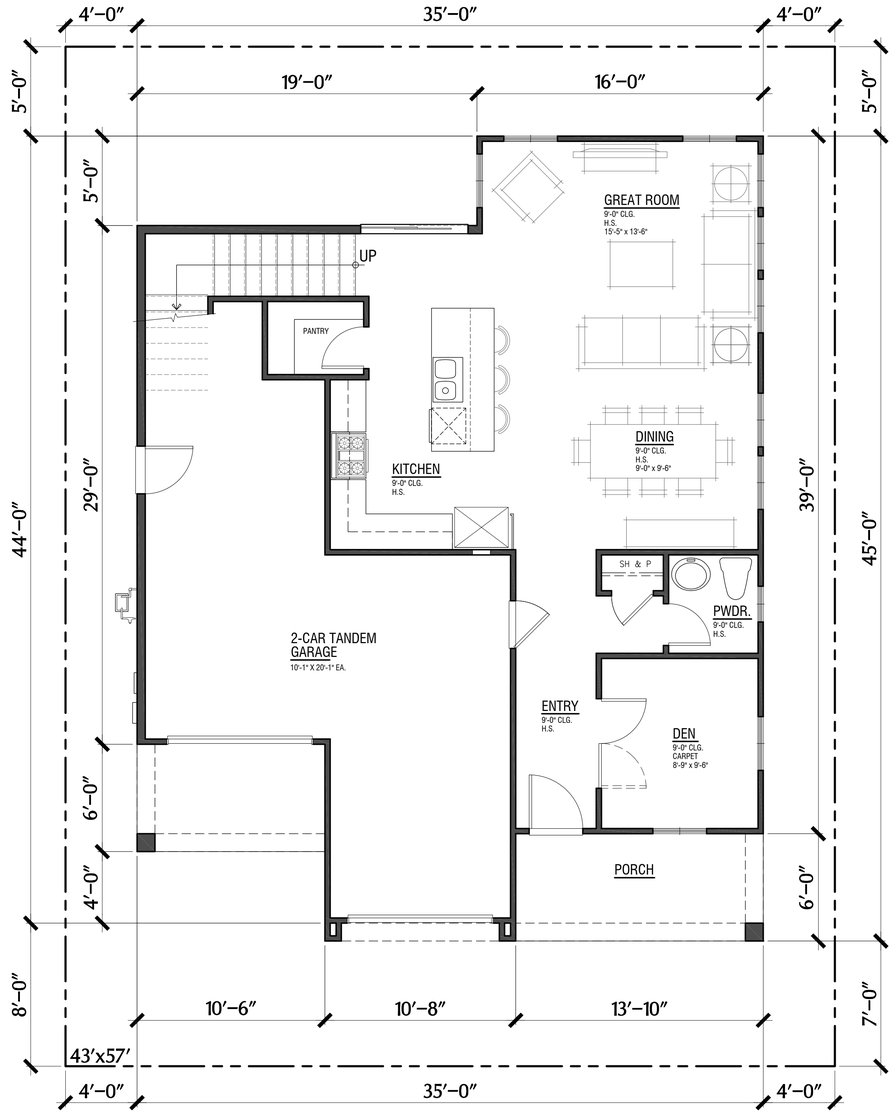
© 2019 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA. | 2017265 | 03-19-19

ARCHITECTS . PLANNERS . DESIGNERS

WHA.

ORANGE COUNTY . LOS ANGELES . BAY AREA





Second Floor
1,267 S.F.

PLAN 3

2,078 S.F.

3 Bdrm. / 2.5 Bath / Loft (Opt. Bdrm. 4) / Den
2-Car Tandem Garage

First Floor
811 S.F.

BRIGHT HOMES

SOUTHGATE / LOT A

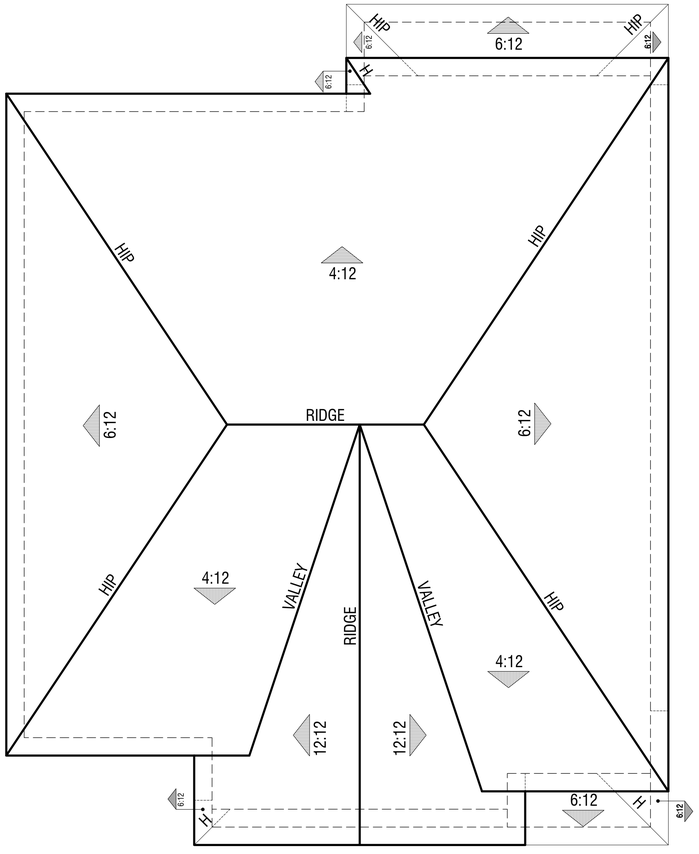
TRACY, CA

A-12

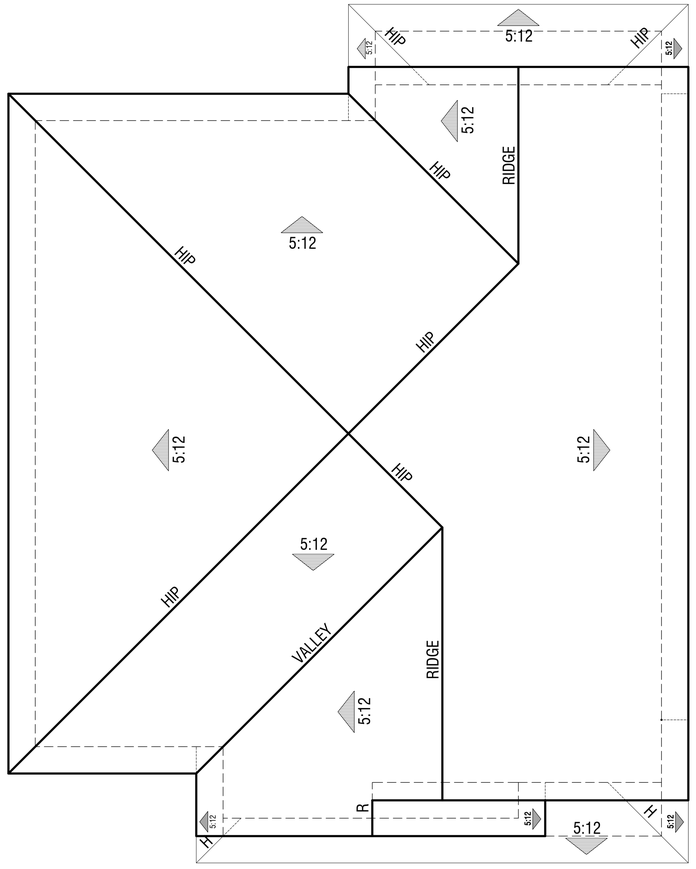
0 2 4 8

© 2019 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA. | 2017265 | 03-19-19

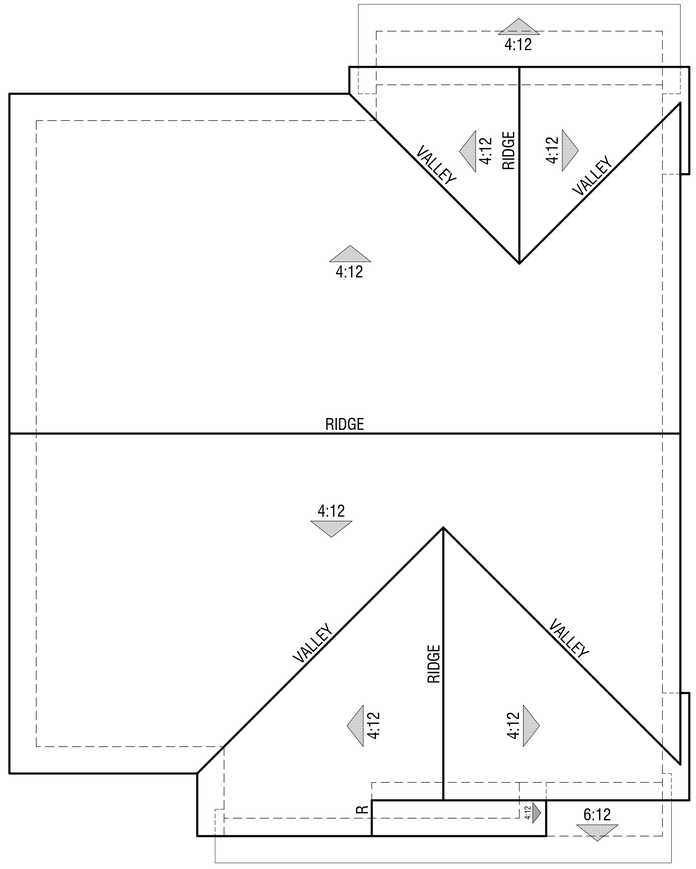
ARCHITECTS . PLANNERS . DESIGNERS
WHA.
ORANGE COUNTY . LOS ANGELES . BAY AREA



Elevation D
Cottage



Elevation C
Traditional



Elevation A
Craftsman

PLAN 3
Roof Plans

© 2019 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA. | 2017265 | 03-19-19



COLOR SCHEME 2

Elevation A - Craftsman

Exterior Materials:
- Concretre tile roofing
- Stucco-smooth finish
- Fiber cement siding
- Board and batten
- Wood railing
- High density foam potshelf
- Insulated dual-glazed vinyl windows
- Sectional roll-up garage door
- Fiberglass entry door



COLOR SCHEME 9

Elevation D - Cottage

Exterior Materials:
- Concretre tile roofing
- Stucco-smooth finish
- Manufactured stone veneer
- Thin brick
- Wood railing
- Wrought iron potshelf
- Insulated dual-glazed vinyl windows
- Sectional roll-up garage door
- Fiberglass entry door

PLAN 3
Front Elevations



COLOR SCHEME 5

Elevation C - Traditional

Exterior Materials:
- Concretre tile roofing
- Stucco-smooth finish
- Fiber cement siding
- Thin brick
- Wood railing
- High density foam potshelf
- Composite shutters
- Insulated dual-glazed vinyl wind
- Sectional roll-up garage door
- Fiberglass entry door

NOTE:
Renderings are for conceptual purposes only. Final color & material application to be determined.

BRIGHT HOMES

SOUTHGATE / LOT A

TRACY, CA

A-14

0 2 4 8

ARCHITECTS . PLANNERS . DESIGNERS
WHA.
ORANGE COUNTY . LOS ANGELES . BAY AREA

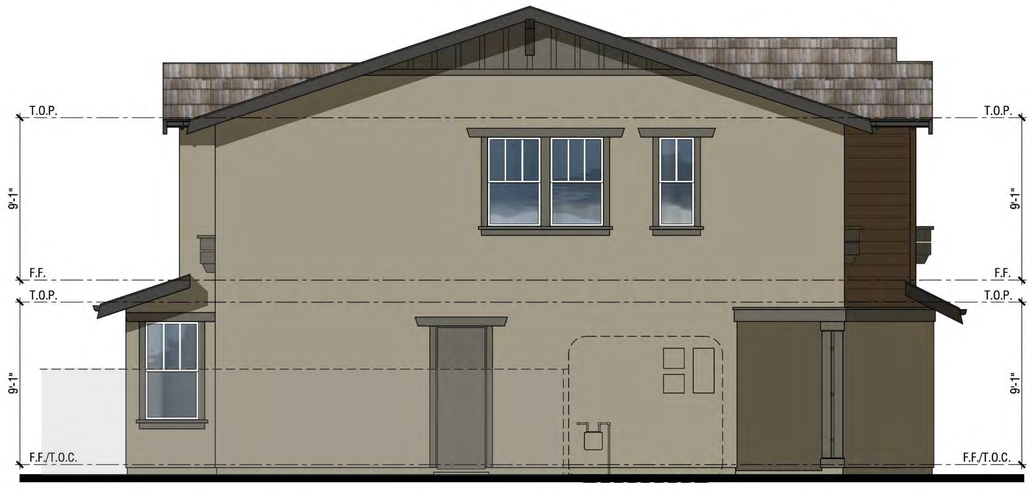
© 2019 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA. | 2017265 | 03-19-19



Right



Rear



Left



Front

PLAN 3

Elevation A - Craftsman

COLOR SCHEME 2

BRIGHT HOMES

SOUTHGATE / LOT A

TRACY, CA

A-15

0 2 4 8

© 2019 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA. | 2017265 | 03-19-19

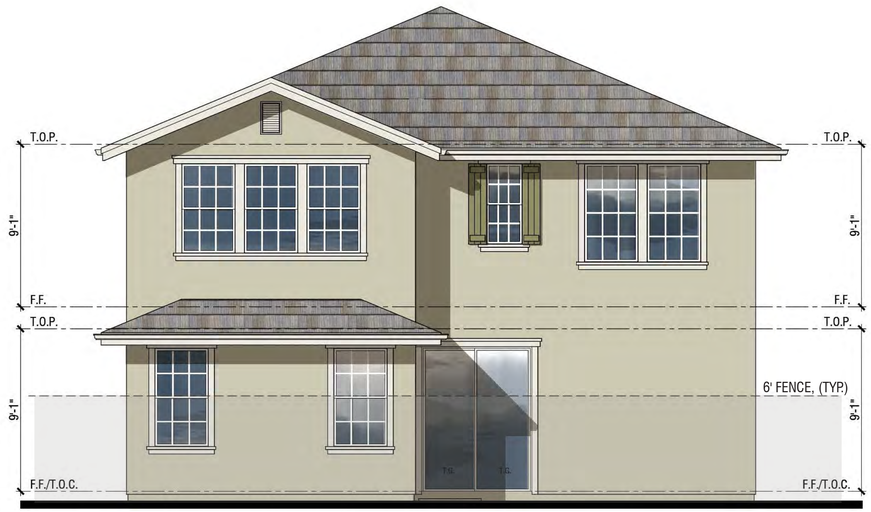
ARCHITECTS . PLANNERS . DESIGNERS

WHA.

ORANGE COUNTY . LOS ANGELES . BAY AREA



Right



Rear



Left



Front

PLAN 3

Elevation C - Traditional

COLOR SCHEME 5

BRIGHT HOMES

SOUTHGATE / LOT A

TRACY, CA

A-16

0 2 4 8

© 2019 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA. | 2017265 | 03-19-19

ARCHITECTS . PLANNERS . DESIGNERS

WHA.

ORANGE COUNTY . LOS ANGELES . BAY AREA



Right



Rear



Left



Front

PLAN 3

Elevation D - Cottage

COLOR SCHEME 9

BRIGHT HOMES

SOUTHGATE / LOT A

TRACY, CA

A-17

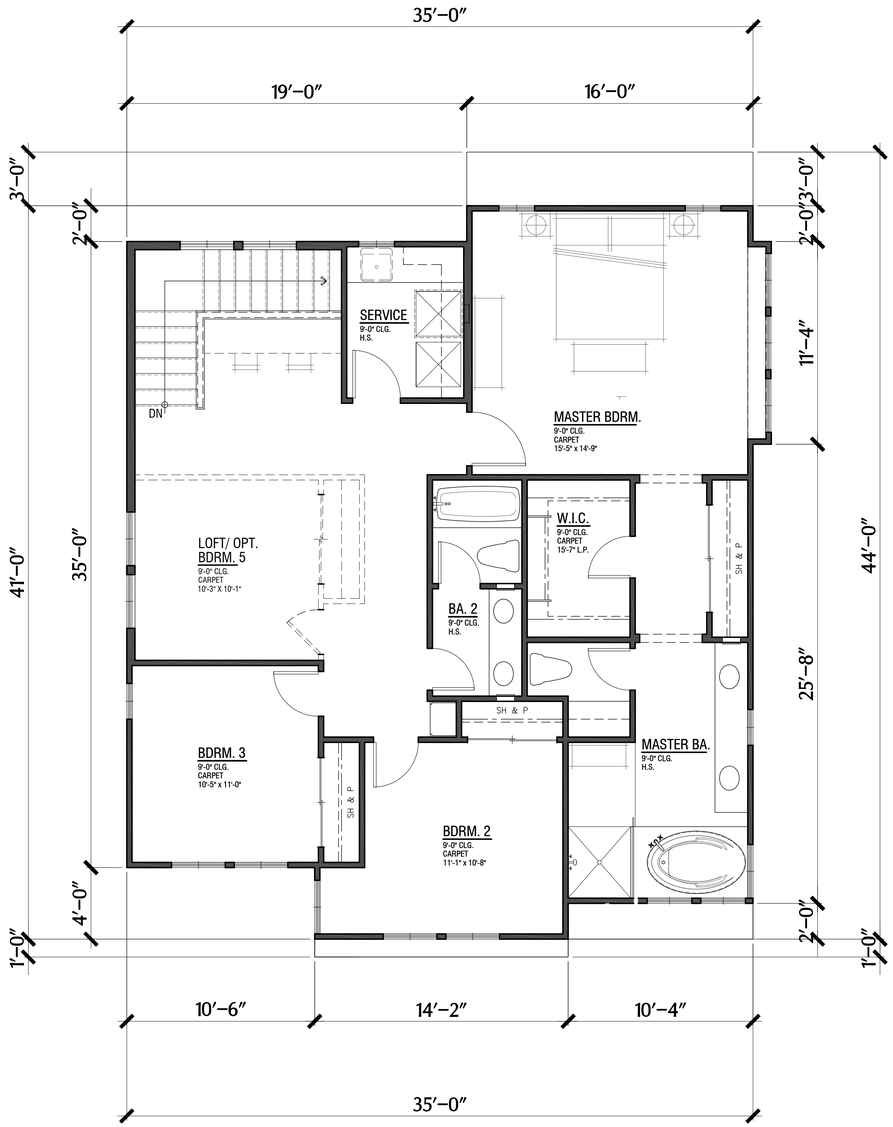
0 2 4 8

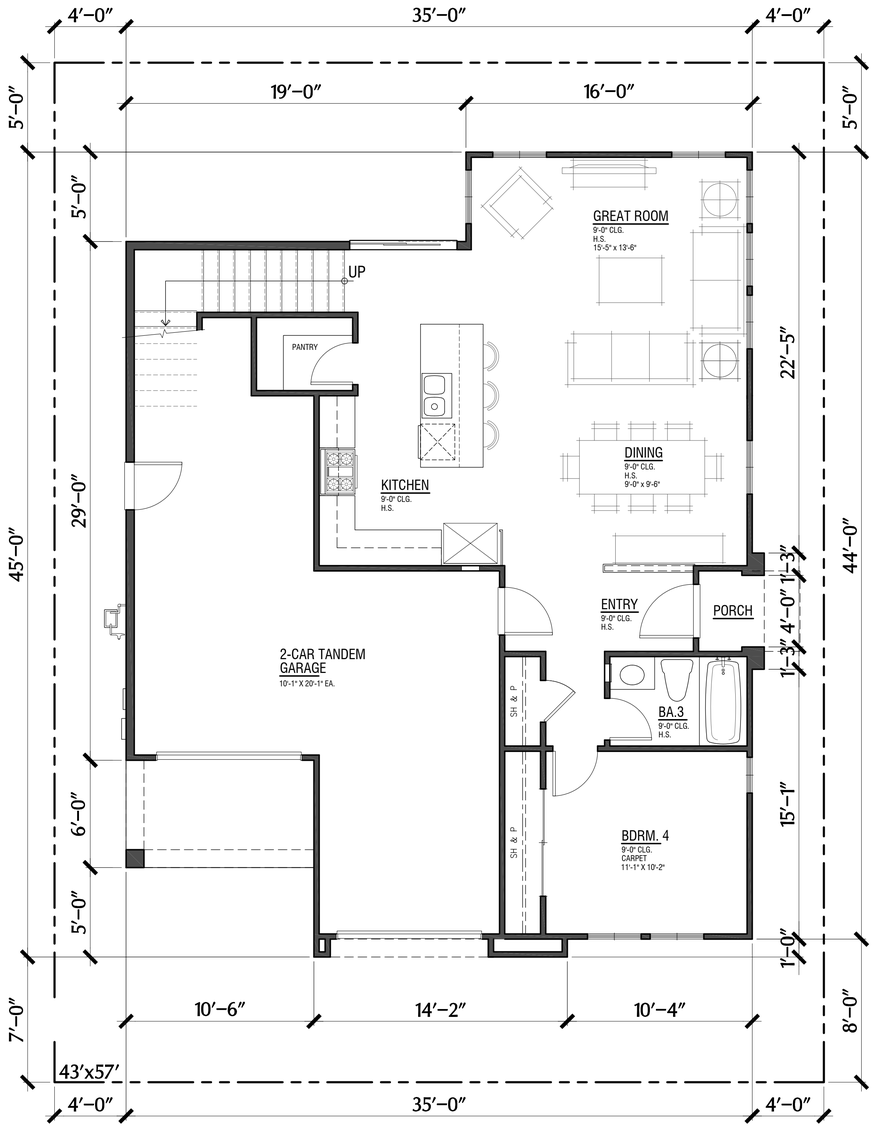
© 2019 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA. | 2017265 | 03-19-19

ARCHITECTS . PLANNERS . DESIGNERS

WHA.

ORANGE COUNTY . LOS ANGELES . BAY AREA





Second Floor
1,274 S.F.

PLAN 4

2,142 S.F.
4 Bdrm. / 3 Bath / Loft (Opt. Bdrm. 5)
2-Car Tandem Garage

First Floor
868 S.F.

BRIGHT HOMES

SOUTHGATE / LOT A

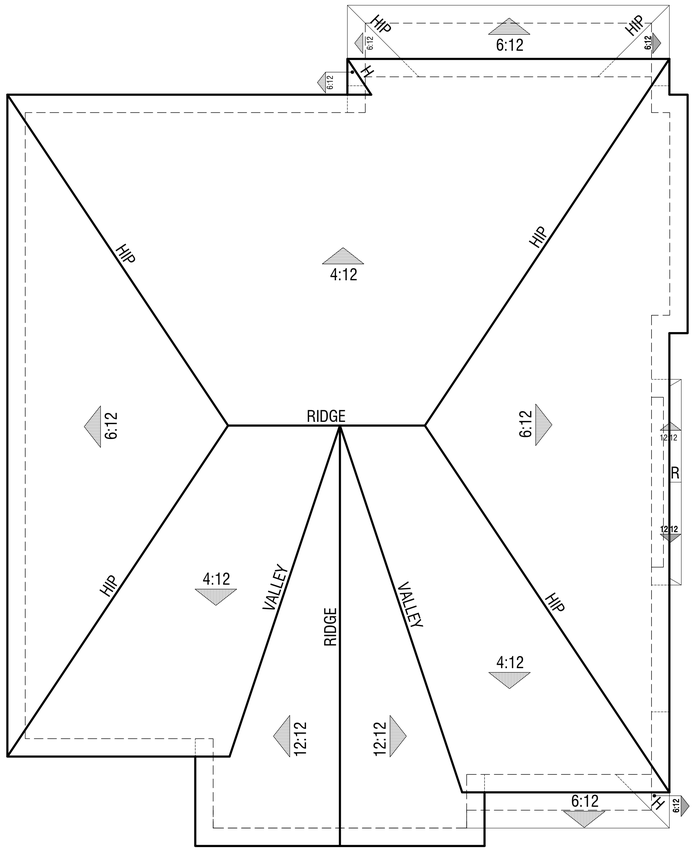
TRACY, CA

A-18

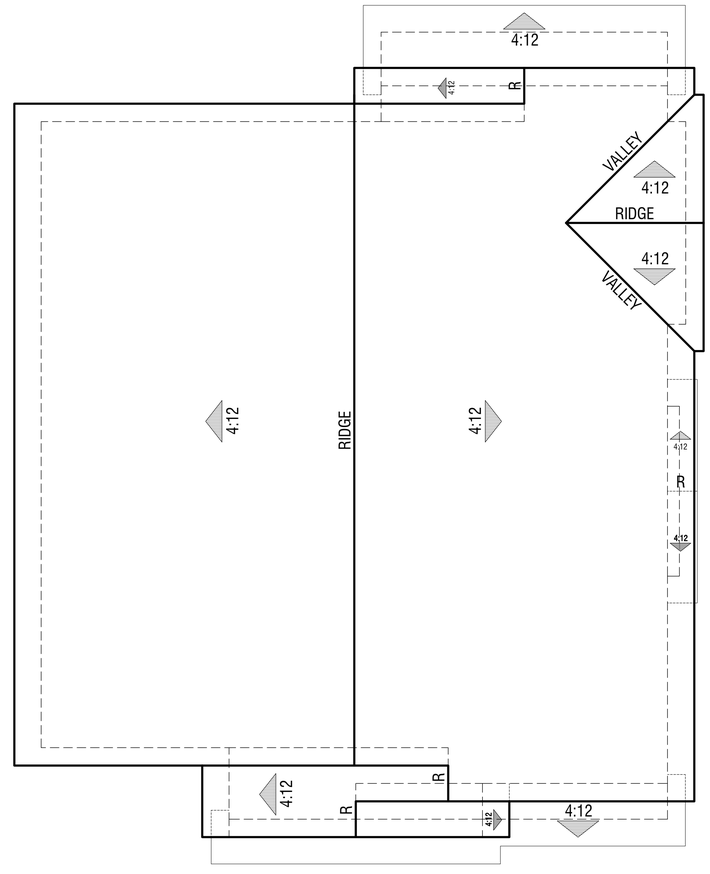
0 2 4 8

© 2019 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA. | 2017265 | 03-19-19

ARCHITECTS . PLANNERS . DESIGNERS
WHA.
ORANGE COUNTY . LOS ANGELES . BAY AREA



Elevation D
Cottage



Elevation B
Bungalow

PLAN 4
Roof Plans

© 2019 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA. | 2017265 | 03-19-19



COLOR SCHEME 7

Elevation D - Cottage

Exterior Materials:

- Concretre tile roofing
- Stucco-smooth finish
- Manufactured stone veneer
- Thin brick
- Wrought iron potshelf
- Insulated dual-glazed vinyl windows
- Sectional roll-up garage door
- Fiberglass entry door



COLOR SCHEME 3

Elevation B - Bungalow

Exterior Materials:

- Concretre tile roofing
- Stucco-smooth finish
- Board and batten
- Manufactured stone veneer
- Thin brick
- High density foam potshelf
- Insulated dual-glazed vinyl windows
- Sectional roll-up garage door
- Fiberglass entry door

PLAN 4

Front Elevations

NOTE:
Renderings are for conceptual purposes only. Final color & material application to be determined.

© 2019 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA. | 2017265 | 03-19-19



Right



Rear



Left



Front

PLAN 4

Elevation B - Bungalow

COLOR SCHEME 3

BRIGHT HOMES

SOUTHGATE / LOT A

TRACY, CA

A-21

0 2 4 8

© 2019 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA. | 2017265 | 03-19-19

ARCHITECTS . PLANNERS . DESIGNERS

WHA.

ORANGE COUNTY . LOS ANGELES . BAY AREA



Right



Rear



Left



Front

PLAN 4

Elevation D - Cottage

COLOR SCHEME 7

BRIGHT HOMES

SOUTHGATE / LOT A

TRACY, CA

A-22

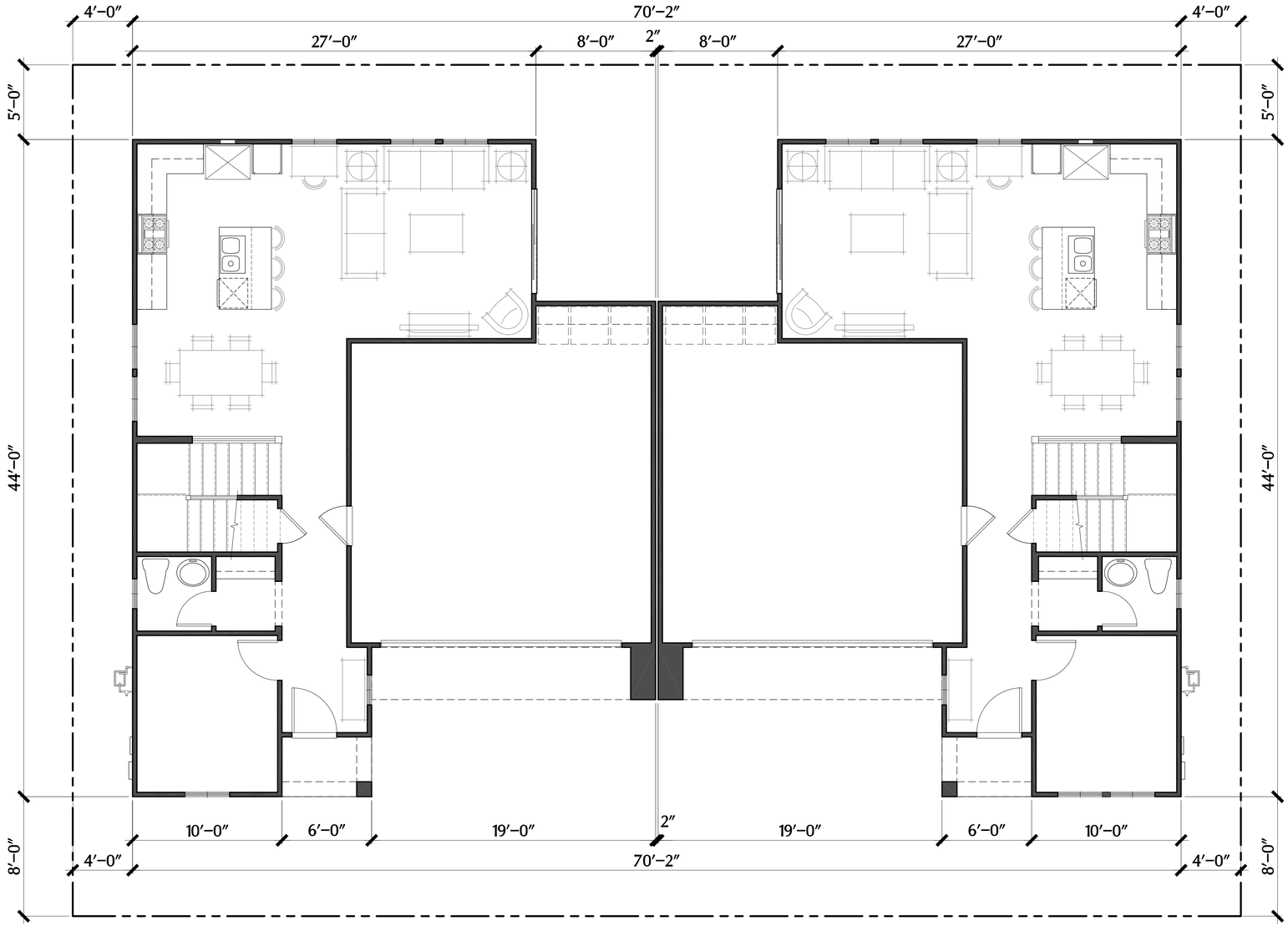
0 2 4 8

© 2019 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA. | 2017265 | 03-19-19

ARCHITECTS . PLANNERS . DESIGNERS

WHA.

ORANGE COUNTY . LOS ANGELES . BAY AREA



DUET

© 2019 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA. | 2017265 | 03-19-19

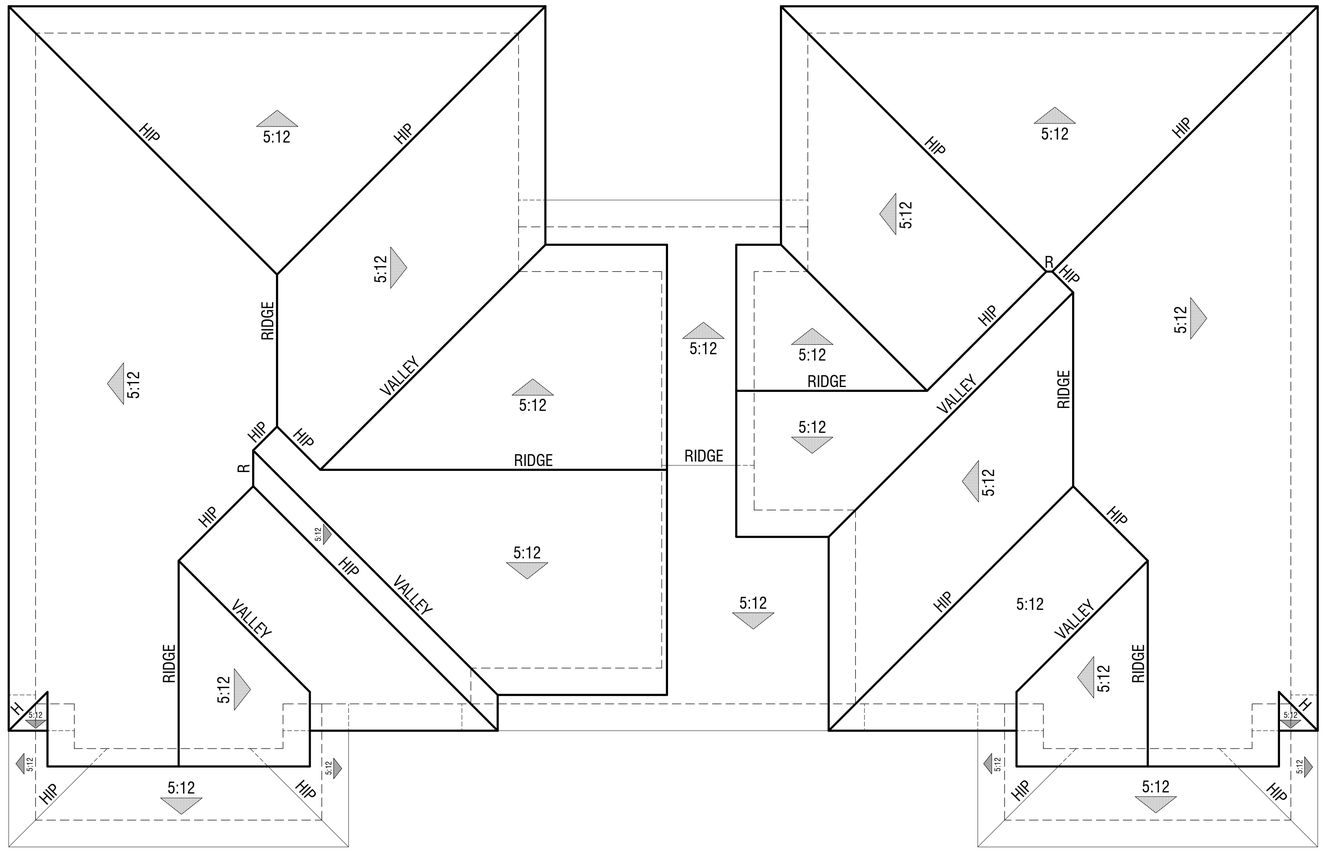


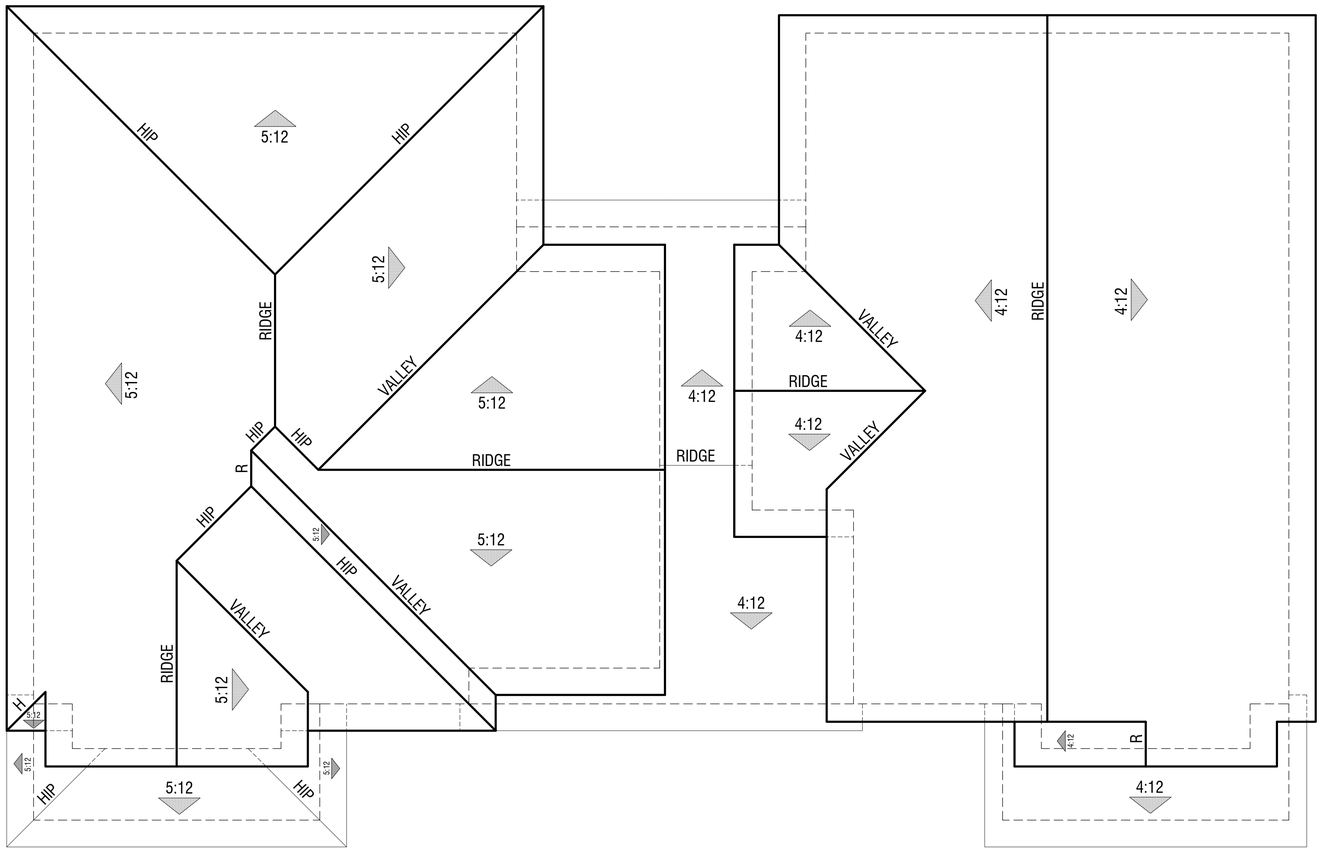
Plan 2 (R)

Plan 1

DUET

© 2019 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA. | 2017265 | 03-19-19


HIP
5:12
RIDGE
VALLEY
R
RIDGE
RIDGE
RIDGE



Elevation C
Traditional

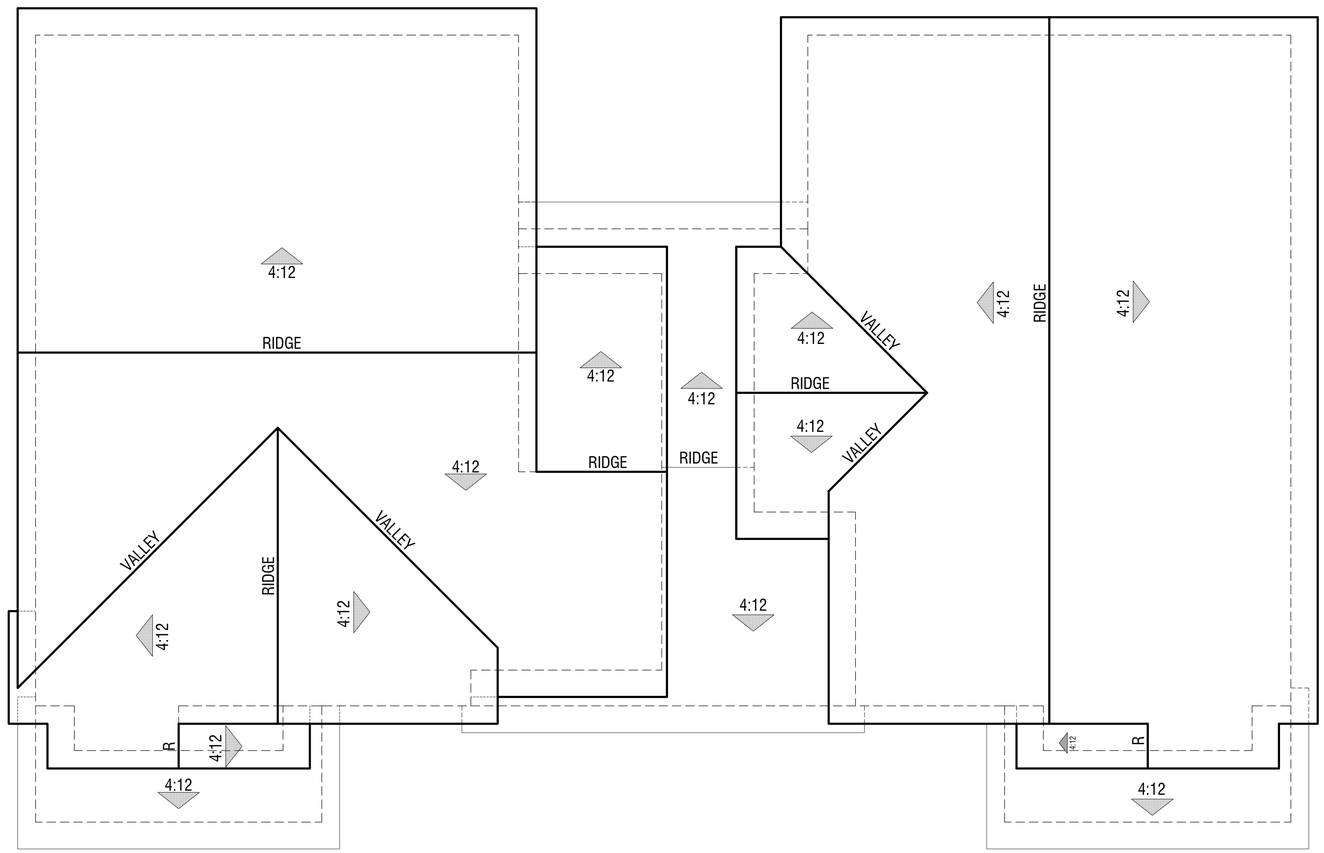
Elevation B
Bungalow

Plan 2 (R)

Plan 1

DUET
Roof Plans

© 2019 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA. | 2017265 | 03-19-19



Elevation A
Craftsman

Elevation B
Bungalow

Plan 2 (R)

Plan 1

DUET
Roof Plans

© 2019 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA. | 2017265 | 03-19-19

COLOR SCHEME 6

Exterior Materials:
- Concretre tile roofing
- Stucco-smooth finish
- Fiber cement siding
- Thin brick
- High density foam potshelf
- Composite shutters
- Insulated dual-glazed vinyl windows
- Sectional roll-up garage door
- Fiberglass entry door



Plan 2 (R) Traditional

Plan 1 Traditional

COLOR SCHEME 5

Exterior Materials:
- Concretre tile roofing
- Stucco-smooth finish
- Fiber cement siding
- Thin brick
- High density foam potshelf
- Composite shutters
- Insulated dual-glazed vinyl windows
- Sectional roll-up garage door
- Fiberglass entry door

COLOR SCHEME 4

Exterior Materials:
- Concretre tile roofing
- Stucco-smooth finish
- Fiber cement siding
- Thin brick
- High density foam potshelf
- Composite shutters
- Insulated dual-glazed vinyl windows
- Sectional roll-up garage door
- Fiberglass entry door



Plan 2 (R) Traditional

Plan 1 Bungalow

COLOR SCHEME 2

Exterior Materials:
- Concretre tile roofing
- Stucco-smooth finish
- Board and batten
- Manufactured stone veneer
- Thin brick
- High density foam potshelf
- Insulated dual-glazed vinyl windows
- Sectional roll-up garage door
- Fiberglass entry door

DUET
Front Elevations

NOTE:
Renderings are for conceptual purposes only. Final color & material application to be determined.

BRIGHT HOMES

SOUTHGATE / LOT A

TRACY, CA

A-28

0 2 4 8

© 2019 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA. | 2017265 | 03-19-19

ARCHITECTS . PLANNERS . DESIGNERS

WHA.

ORANGE COUNTY . LOS ANGELES . BAY AREA



COLOR SCHEME 3

Exterior Materials:
- Concretre tile roofing
- Stucco-smooth finish
- Fiber cement siding
- Board and batten
- High density foam potshelf
- Insulated dual-glazed vinyl windows
- Sectional roll-up garage door
- Fiberglass entry door

Plan 2 (R) Craftsman

COLOR SCHEME 1

Exterior Materials:
- Concretre tile roofing
- Stucco-smooth finish
- Board and batten
- Manufactured stone veneer
- Thin brick
- High density foam potshelf
- Insulated dual-glazed vinyl windows
- Sectional roll-up garage door
- Fiberglass entry door

Plan 1 Bungalow

DUET

Front Elevations

NOTE:
Renderings are for conceptual purposes only. Final color & material application to be determined.

BRIGHT HOMES

SOUTHGATE / LOT A

TRACY, CA

A-29

0 2 4 8

© 2019 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA. | 2017265 | 03-19-19

ARCHITECTS . PLANNERS . DESIGNERS

WHA.

ORANGE COUNTY . LOS ANGELES . BAY AREA



Right



Rear



Left



COLOR SCHEME 6

COLOR SCHEME 5

Front

DUET

Elevation C - Traditional

BRIGHT HOMES

SOUTHGATE / LOT A

TRACY, CA

A-30

0 2 4 8

© 2019 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA. | 2017265 | 03-19-19

ARCHITECTS . PLANNERS . DESIGNERS
WHA.
ORANGE COUNTY . LOS ANGELES . BAY AREA



Right



Rear



Left



COLOR SCHEME 4

COLOR SCHEME 2

Front

DUET

Elevation C - Traditional / B - Bungalow

BRIGHT HOMES

SOUTHGATE / LOT A

TRACY, CA

A-31

0 2 4 8

© 2019 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA. | 2017265 | 03-19-19

ARCHITECTS . PLANNERS . DESIGNERS

WHA.

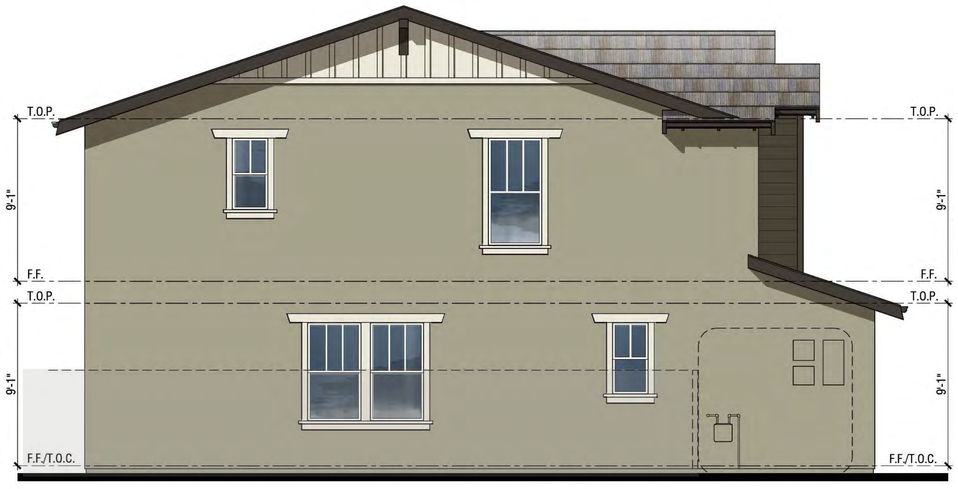
ORANGE COUNTY . LOS ANGELES . BAY AREA



Right



Rear



Left



COLOR SCHEME 3

COLOR SCHEME 1

Front

DUET

Elevation A - Craftsman / B - Bungalow

BRIGHT HOMES

SOUTHGATE / LOT A

TRACY, CA

A-32

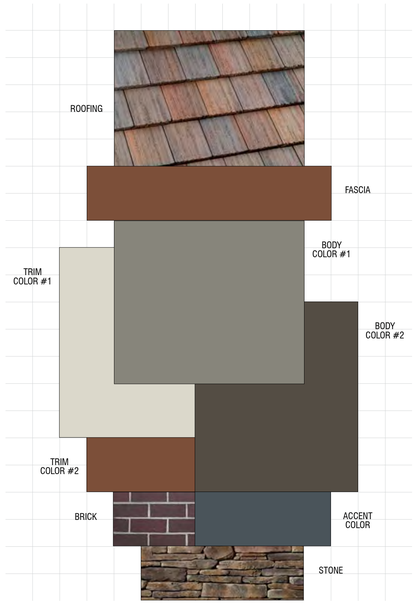
0 2 4 8

© 2019 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA. | 2017265 | 03-19-19

ARCHITECTS . PLANNERS . DESIGNERS

WHA.

ORANGE COUNTY . LOS ANGELES . BAY AREA



SOUTHGATE

Tracy, California
BRIGHT HOMES
October 18, 2018 | 2017265

SCHEME 1
Bungalow & Craftsman
Elevations Only

For exact color refer to manufacturer actual samples.
© 2018 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA.

Exterior Color & Materials

SCHEME 1 OF 9 — BUNGALOW & CRAFTSMAN ELEVATIONS ONLY

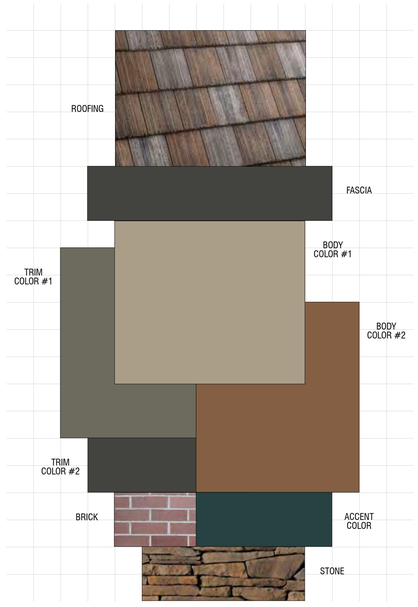
Material	Color	Manufacturer
Roofing: Concrete Shake	[1]SCP 8802 Nantucket Blend	Eagle
Vinyl Windows *(factory finish)*	White	TBD
Thin Brick	Ebony Wire Cut	H.C. Muddox
Manufactured Stone *(standard raked joints)*	Wolf Creek Southern Ledgestone	Cultured by Boral
Mortar	Grey	Orco
Gutters & Downspouts	Match Adjacent Color	Kelly Moore
[1]Body Color #1 *(applied to)*: Stucco	KM 4943 Subway	Kelly Moore
[1]Body Color #2 *(applied to)*: Bungalow: Gable Siding, Garage Doors; Craftsman: Corner Boards, Lap Siding	KM A72 Barnwood	Kelly Moore
[1]Trim Color #1 *(applied to)*: Bungalow: [1]Bay Windows, Columns, [2]Panels, [2]Pot Shelves, [3]Secondary Doors, Trim; Craftsman: Braces, [1]Gable Siding, Posts, [2]Pot Shelves, [3]Railing, [3]Secondary Doors, Trim	[1]KM 4737 Sassafras Tea	Kelly Moore
[1]Trim Color #2 *(applied to)*: Bungalow: [1]Corbels, Eaves, Fascia, Rafter Tails; Craftsman: Eaves, Fascia, Garage Doors, Outlookers, Rafter Tails	KM A68 Leather Satchel	Kelly Moore
[1]Accent Color *(applied to)*: Front Door	[1]KM A78 Country Sky	Kelly Moore
Garage Door Weatherstrip *(factory finish)*	Match Garage Door Color	TBD

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Lily Martinez (925) 463-1700

© 2018 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA.

REVISIONS:

Number	Date	Description
1	10/18/18	Updates for revised elevations & client review.
2	11/20/18	Various updates for revised elevations.



SOUTHGATE

Tracy, California
BRIGHT HOMES
October 18, 2018 | 2017265

SCHEME 2
Bungalow & Craftsman
Elevations Only

For exact color refer to manufacturer actual samples.
© 2018 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA.

Exterior Color & Materials

SCHEME 2 OF 9 — BUNGALOW & CRAFTSMAN ELEVATIONS ONLY

Material	Color	Manufacturer
Roofing: Concrete Shake	5810 Avondale Blend	Eagle
Vinyl Windows *(factory finish)*	White	TBD
Brick Caps	Iron Mountain Wire Cut	H.C. Muddox
Manufactured Stone *(standard raked joints)*	Hudson Bay Southern Ledgestone	Cultured by Boral
Mortar	Grey	Orco
Gutters & Downspouts	Match Adjacent Color	Kelly Moore
[1]Body Color #1 *(applied to)*: Stucco	KM 4705 Kiss The Blarney Stone	Kelly Moore
[1]Body Color #2 *(applied to)*: Bungalow: Gable Siding, Garage Doors; Craftsman: Corner Boards, Lap Siding	KM 4540 Vaquero Boots	Kelly Moore
[1]Trim Color #1 *(applied to)*: Bungalow: [1]Bay Window, Columns, [2]Panels, [2]Pot Shelves, [3]Secondary Doors, Trim; Craftsman: Braces, [1]Gable Siding, Posts, [2]Pot Shelves, [3]Railing, [3]Secondary Doors, Trim	KM 4818 Knit Cardigan	Kelly Moore
[1]Trim Color #2 *(applied to)*: Bungalow: Eaves, [1]Corbels, Fascia, Rafter Tails; Craftsman: Eaves, Fascia, Garage Doors, Outlookers, Rafter Tails	KM 4904 Balsamic Reduction	Kelly Moore
[1]Accent Color *(applied to)*: Front Door	KM 4841 Theatre Dress	Kelly Moore
Garage Door Weatherstrip *(factory finish)*	Match Garage Door Color	TBD

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Lily Martinez (925) 463-1700

© 2018 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA.

REVISIONS:

Number	Date	Description
1	10/18/18	Updates for revised elevations & client review.
2	11/20/18	Various updates for revised elevations.



SOUTHGATE

Tracy, California
BRIGHT HOMES
October 18, 2018 | 2017265

SCHEME 3
Bungalow & Craftsman
Elevations Only

For exact color refer to manufacturer actual samples.
© 2018 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA.

Exterior Color & Materials

SCHEME 3 OF 9 — BUNGALOW & CRAFTSMAN ELEVATIONS ONLY

Material	Color	Manufacturer
Roofing: Concrete Shake	5699 Charcoal Range	Eagle
Vinyl Windows *(factory finish)*	White	TBD
Brick Caps	Ebony Wire Cut	H.C. Muddox
Manufactured Stone *(standard raked joints)*	Bucks County Southern Ledgestone	Cultured by Boral
Mortar	Grey	Orco
Gutters & Downspouts	Match Adjacent Color	Kelly Moore
[1]Body Color #1 *(applied to)*: Stucco	KM 4740 Lodgepole Pines	Kelly Moore
[1]Body Color #2 *(applied to)*: Bungalow: Gable Siding, Garage Doors; Craftsman: Corner Boards, Lap Siding	[1]KM 5750 Mount Tam	Kelly Moore
[1]Trim Color #1 *(applied to)*: Bungalow: [1]Bay Windows, Columns, [2]Panels, [2]Pot Shelves, [3]Secondary Doors, Trim; Craftsman: Braces, [1]Gable Siding, Posts, [2]Pot Shelves, [3]Railing, [3]Secondary Doors, Trim	KM 4724 Wedded Bliss	Kelly Moore
[1]Trim Color #2 *(applied to)*: Bungalow: [1]Corbels, Eaves, Fascia, Rafter Tails; Craftsman: Eaves, Fascia, Garage Doors, Outlookers, Rafter Tails	KM 4512 Americano	Kelly Moore
[1]Accent Color *(applied to)*: Front Door	KM 5534 Vintage Wine	Kelly Moore
Garage Door Weatherstrip *(factory finish)*	Match Garage Door Color	TBD

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Lily Martinez (925) 463-1700

© 2018 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA.

REVISIONS:

Number	Date	Description
1	10/18/18	Updates for revised elevations & client review.
2	11/20/18	Various updates for revised elevations.

© 2019 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA. | 2017265 | 03-19-19



SOUTHGATE

Tracy, California
BRIGHT HOMES
October 18, 2018 | 2017265

SCHEME 4
Traditional
Elevations Only

For exact color refer to manufacturer actual samples.
© 2018 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA.

Exterior Color & Materials

SCHEME 4 OF 9 — TRADITIONAL ELEVATIONS ONLY

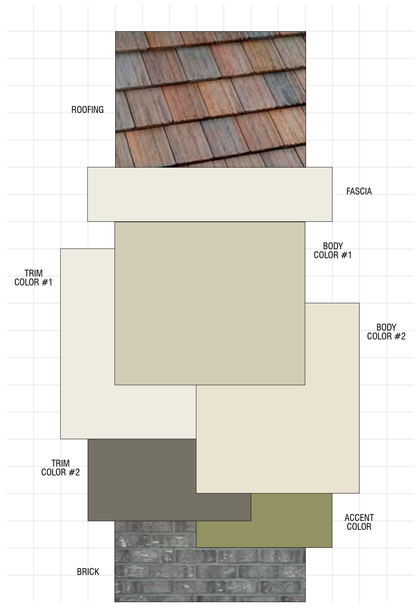
Material	Color	Manufacturer
Roofing: [1]Concrete Shake	[1]5810 Avondale	Eagle
Vinyl Windows *(factory finish)*	White	TBD
Thin Brick	Mendocino	H.C. Muddox
Mortar	Grey	Orco
Gutters & Downspouts	Match Adjacent Color	Kelly Moore
[1]**Body Color #1** *(applied to)*: Stucco	KM 5820 Aluminum Sky	Kelly Moore
[1]**Body Color #2** *(applied to)*: Corner Boards, Lap Siding	KM 5821 Sandpiper Cove	Kelly Moore
[1]**Trim Color #1** *(applied to)*: Braces, Posts, Pot Shelves, [2]Secondary Doors, Trim, Vents	KM 46 Acoustic White	Kelly Moore
[1]**Trim Color #2** *(applied to)*: Garage Doors	KM A72 Barnwood	Kelly Moore
[1]**Accent Color** *(applied to)*: Front Door, Shutters	HLS 4284 Seville Scarlet	Kelly Moore
Garage Door Weatherstrip *(factory finish)*	Match Garage Door Color	TBD

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Lily Martinez (925) 463-1700

© 2018 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA.

REVISIONS:

Number	Date	Description
1	10/16/18	Updates for revised elevations & client review.
2	11/20/18	Various updates for revised elevations.



SOUTHGATE

Tracy, California
BRIGHT HOMES
October 18, 2018 | 2017265

SCHEME 5
Traditional
Elevations Only

For exact color refer to manufacturer actual samples.
© 2018 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA.

Exterior Color & Materials

SCHEME 5 OF 9 — TRADITIONAL ELEVATIONS ONLY

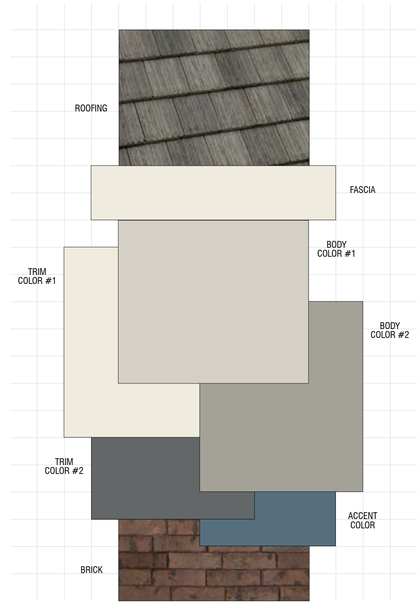
Material	Color	Manufacturer
Roofing: [1]Concrete Shake	[1]SCP 8802 Nantucket Blend	Eagle
Vinyl Windows *(factory finish)*	White	TBD
Thin Brick	Constellation Sanded	H.C. Muddox
Mortar	Grey	Orco
Gutters & Downspouts	Match Adjacent Color	Kelly Moore
[1]**Body Color #1** *(applied to)*: Stucco	KM 4745 Steamboat Geyser	Kelly Moore
[1]**Body Color #2** *(applied to)*: Corner Boards, Lap Siding	KM 4744 Alabaster Beauty	Kelly Moore
[1]**Trim Color #1** *(applied to)*: Braces, Posts, Pot Shelves, [2]Secondary Doors, Trim, Vents	KM 46 Acoustic White	Kelly Moore
[1]**Trim Color #2** *(applied to)*: Garage Doors	KM 4944 Viking Castle	Kelly Moore
[1]**Accent Color** *(applied to)*: Front Door, Shutters	KM 4777 Hula Girl	Kelly Moore
Garage Door Weatherstrip *(factory finish)*	Match Garage Door Color	TBD

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Lily Martinez (925) 463-1700

© 2018 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA.

REVISIONS:

Number	Date	Description
1	10/16/18	Updates for revised elevations & client review.
2	11/20/18	Various updates for revised elevations.



SOUTHGATE

Tracy, California
BRIGHT HOMES
October 18, 2018 | 2017265

SCHEME 6
Traditional
Elevations Only

For exact color refer to manufacturer actual samples.
© 2018 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA.

Exterior Color & Materials

SCHEME 6 OF 9 — TRADITIONAL ELEVATIONS ONLY

Material	Color	Manufacturer
Roofing: [1]Concrete Shake	[1]5699 Charcoal Range	Eagle
Vinyl Windows *(factory finish)*	White	TBD
Thin Brick	Midnight Smoke	H.C. Muddox
Mortar	Grey	Orco
Gutters & Downspouts	Match Adjacent Color	Kelly Moore
[1]**Body Color #1** *(applied to)*: Stucco	KM 4940 Greybeard	Kelly Moore
[1]**Body Color #2** *(applied to)*: Corner Boards, Lap Siding	KM 4942 Tin Man	Kelly Moore
[1]**Trim Color #1** *(applied to)*: Braces, Posts, Pot Shelves, [2]Secondary Doors, Trim, Vents	KM 4926 Ivory Mist	Kelly Moore
[1]**Trim Color #2** *(applied to)*: Garage Doors	KM 4896 Stone Hearth	Kelly Moore
[1]**Accent Color** *(applied to)*: Front Door, Shutters	KM 5001 Lily Pond Blue	Kelly Moore
Garage Door Weatherstrip *(factory finish)*	Match Garage Door Color	TBD

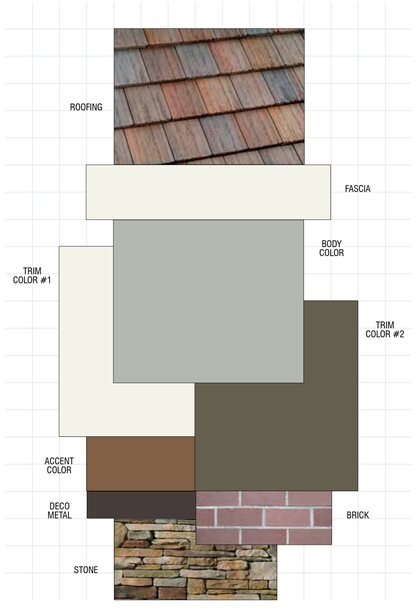
NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Lily Martinez (925) 463-1700

© 2018 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA.

REVISIONS:

Number	Date	Description
1	10/16/18	Updates for revised elevations & client review.
2	11/20/18	Various updates for revised elevations.

© 2019 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA. | 2017265 | 03-19-19



SOUTHGATE

Tracy, California
BRIGHT HOMES
October 18, 2018 | 2017265

SCHEME 7
Cottage
Elevations Only

WHA.
ORANGE COUNTY . LOS ANGELES . BAY AREA

For exact color refer to manufacturer actual samples.
© 2018 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA.

Exterior Color & Materials

SCHEME 7 OF 9 — COTTAGE ELEVATIONS ONLY

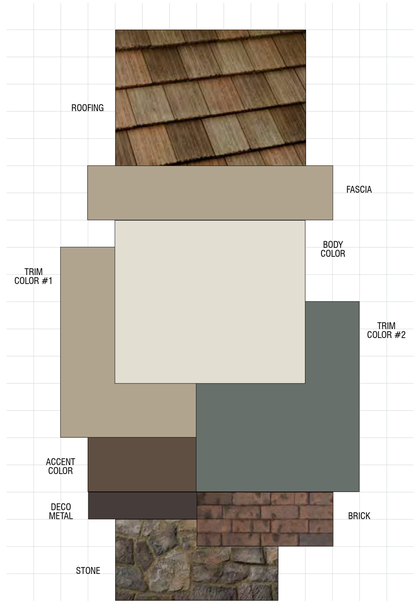
Material	Color	Manufacturer
Roofing: Concrete Shake	SCP 8802 Nantucket Blend	Eagle
Vinyl Windows *(factory finish)*	White	Milgard
Thin Brick Caps	Iron Mountain	H.C. Muddox
Manufactured Stone *(standard raked joints)*	Palisades Ancient Villa Ledgestone	Cultured by Boral
Mortar	Grey	Orco
Gutters & Downspouts	Match Adjacent Color	Kelly Moore
[1]**Body Color** *(applied to):* Louvered Vent Stucco	KM 4949 Old Grey Mare	Kelly Moore
[1]**Trim Color #1** *(applied to):* Eaves Fascia [2]Secondary Doors Trim	[1]KM W48 Whipped Cream	Kelly Moore
[1]**Trim Color #2** *(applied to):* Garage Doors	[1]KM A71 Twisted Vine	Kelly Moore
[1]**Accent Color** *(applied to):* Front Doors	[1]KM 5720 Man Cave	Kelly Moore
[1]**Decorative Metal**	KM A70 Zn Cluster	Kelly Moore
Garage Door Weatherstrip *(factory finish)*	Match Garage Door Color	TBD

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Lily Martinez (925) 453-1700

© 2018 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA.

REVISIONS:

Number	Date	Description
1	10/16/18	Updates for revised elevations & client review.
2	11/20/18	Various updates for revised elevations.



SOUTHGATE

Tracy, California
BRIGHT HOMES
October 18, 2018 | 2017265

SCHEME 8
Cottage
Elevations Only

WHA.
ORANGE COUNTY . LOS ANGELES . BAY AREA

For exact color refer to manufacturer actual samples.
© 2018 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA.

Exterior Color & Materials

SCHEME 8 OF 9 — COTTAGE ELEVATIONS ONLY

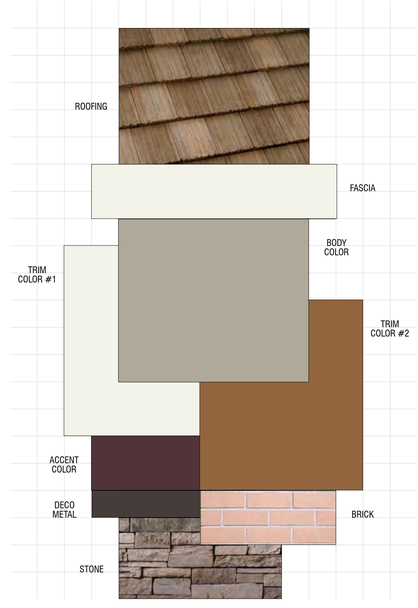
Material	Color	Manufacturer
Roofing: Concrete Shake	SCP 8804 Hershey Blend	Eagle
Vinyl Windows *(factory finish)*	White	Milgard
Thin Brick Caps	Midnight Smoke	H.C. Muddox
Manufactured Stone *(standard raked joints)*	Umber Creek Ancient Villa Ledgestone	Cultured by Boral
Mortar	Grey	Orco
Gutters & Downspouts	Match Adjacent Color	Kelly Moore
[1]**Body Color** *(applied to):* Louvered Vent Stucco	KM 4597 Texan Angel	Kelly Moore
[1]**Trim Color #1** *(applied to):* Eaves Fascia [2]Secondary Doors Trim	KM 4594 Bay Area	Kelly Moore
[1]**Trim Color #2** *(applied to):* Garage Doors	KM 4847 Mississippi River	Kelly Moore
[1]**Accent Color** *(applied to):* Front Doors	KM A74 Stagecoach	Kelly Moore
[1]**Decorative Metal**	KM A70 Zn Cluster	Kelly Moore
Garage Door Weatherstrip *(factory finish)*	Match Garage Door Color	TBD

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Lily Martinez (925) 453-1700

© 2018 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA.

REVISIONS:

Number	Date	Description
1	10/16/18	Updates for revised elevations & client review.
2	11/20/18	Various updates for revised elevations.



SOUTHGATE

Tracy, California
BRIGHT HOMES
October 18, 2018 | 2017265

SCHEME 9
Cottage
Elevations Only

WHA.
ORANGE COUNTY . LOS ANGELES . BAY AREA

For exact color refer to manufacturer actual samples.
© 2018 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA.

Exterior Color & Materials

SCHEME 9 OF 9 — COTTAGE ELEVATIONS ONLY

Material	Color	Manufacturer
Roofing: Concrete Shake	[1]SCP 8803 Arlington Blend	Eagle
Vinyl Windows *(factory finish)*	White	Milgard
Thin Brick Caps	Tule Fog	H.C. Muddox
Manufactured Stone *(standard raked joints)*	Ashfall Country Ledgestone	Cultured by Boral
Mortar	Grey	Orco
Gutters & Downspouts	Match Adjacent Color	Kelly Moore
[1]**Body Color** *(applied to):* Louvered Vent Stucco	KM 5767 Greige	Kelly Moore
[1]**Trim Color #1** *(applied to):* Eaves Fascia [2]Secondary Doors Trim	KM W48 Whipped Cream	Kelly Moore
[1]**Trim Color #2** *(applied to):* Garage Doors	KM A54 Topaz Mountain	Kelly Moore
[1]**Accent Color** *(applied to):* Front Doors	KM A48 Nectar Of The Gods	Kelly Moore
[1]**Decorative Metal**	KM A70 Zn Cluster	Kelly Moore
Garage Door Weatherstrip *(factory finish)*	Match Garage Door Color	TBD

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Lily Martinez (925) 453-1700

© 2018 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA.

REVISIONS:

Number	Date	Description
1	10/16/18	Updates for revised elevations & client review.
2	11/20/18	Various updates for revised elevations.

© 2019 WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA. | 2017265 | 03-19-19

RESOLUTION 2019-_____

APPROVING REVISED CITY OF TRACY DESIGN GOALS AND STANDARDS

WHEREAS, On October 15, 2002, the City Council adopted the City of Tracy Design Goals and Standards that contain standards and guidelines for development citywide, and

WHEREAS, The Design Goals and Standards were amended in 2008 and in 2017 with additional and revised language to provide clarity of the City's design expectations for development applicants, property owners and the community as well as streamline the development process, and

WHEREAS, Included among these standards is a requirement that garages of homes shall be designed so that garage doors do not dominate the streetscape, specifying that garage façades must be placed back at least five feet from the front façade of the house, and

WHEREAS, On September 21, 2018, the City received a development application for a high-density, small-lot, single-family residential project which includes innovative architectural floor plans that have split staggered one-car garages, where one garage door is at the same plane as the front façade of the house and the other garage door is set back ten feet from the front of the house; however, the house is otherwise designed to de-emphasize the presence of garages on the street by placing one of the two garage façades a substantial distance behind the rest of the house, providing horizontal relief above the forward garage door through use of tiled roof-like projections above the garage door and large second story pot shelves, and recessing the garage door at least twelve inches behind the garage façade, and

WHEREAS, The Design Goals and Standards would need to be revised to allow the proposed house design, and

WHEREAS, The proposed revision is consistent with the City's General Plan goals, policies and actions, and

WHEREAS, The Planning Commission held a public hearing to review the proposed revision on March 27, 2019 and recommended City Council approval of the revision, and

WHEREAS, The City Council held a public hearing to review the proposed revision on April 16, 2019;

NOW, THEREFORE BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the revision to the Design Goals and Standards for residential design, as stated in Exhibit 1, attached and made part hereof.

* * * * * * * * * * * * * * * * * *

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

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

- The garages of homes shall be designed so that garage doors do not dominate the streetscape. Enhanced visual appeal, perception of "eyes on the street" and neighborhood interaction is encouraged by reducing the prominence of garages. Rear or alley-loaded garages are encouraged whenever possible to completely eliminate garage views from the street. The garage façade on front-loaded houses shall be placed back at least 5 feet behind the front façade of the house, with a garage setback of 20 feet or greater (measured from the front façade of the house) being preferred for a portion of the project.

- For homes located in project of at least 10 units per gross acre, the 5-foot setback may be waived provided that 1) the garage door is split into two single-car garage doors, 2) the two garage doors are set back behind the front façade of the house at an average of 5 feet, and 3) the house is designed to de-emphasize the presence of the garage doors. In no case shall a garage door be closer to the front lot line than the front façade of the house.

- The width of garage doors visible from the street shall not exceed a total of 22 feet. "Side swing" three car garages may be permitted on a limited basis, as they tend to create front yards comprised almost entirely of pavement, but "split" garages are otherwise discouraged.

- Driveways should not exceed a width of 20 feet with an 18 foot wide curb cut.

- Front yards are encouraged to be landscaped by the builder prior to occupancy with trees of at least 24" box size and other planting materials and irrigation methods which conform to the MWELO, further discussed in section 4.5.1 below.

- Developers are encouraged to create usable side yard areas when placing houses on lots. A side yard should not be narrower than 3 feet (including pop-outs, such as chimneys) at any point to allow access. It is desirable to have at least one wide side yard to provide recreational and storage areas.

- Alternative sources of energy should be considered and is strongly encouraged that it be integrated into project design, including the utilization of sustainably-sourced and/or salvaged building materials, solar panels and solar shingles (compatible with the design of the house), passive solar house design, energy efficient, and other energy efficient and water conserving house design and site layout measures.





- To promote a well-balanced streetscape in terms of variation, there should be a range in the size and height of houses built. In low density subdivisions, there shall be at least one single-story floor plan designed within each subdivision used on approximately 25% of the lots.
- A clear sense of entry and design interest to a home is encouraged through the inclusion of porches, verandas, porte cocheres, trellises and other architectural elements that contribute to a sense of place and activity. Shutters, if used, should be of design where they appear to be functional and would completely cover a window when shut. Shutters should never be used in conjunction with corner windows. Where shutters are used, but not used on all windows, there should be a design reason why shutters are used on some windows and not others.
- Architectural detailing, including, but not limited to windows, shutters, window sills and trims, potshelves, decorative trim, belly bands, accent materials, window grids, and room pop-outs should be carried around to all sides of each house rather than used only on the fronts of houses.
- Any rich accent material, including, but not limited to, stone, brick, and wood siding which is used on the front elevation, should be incorporated in some fashion on the sides rear of the house. For example, if brick is used as a wainscot material or in an entry feature, it may also be used on the fireplace.
- All material transition points should carry around corners to an architectural stopping point, such as a popout or recess in the building.
- Color in residential design should be used to add more interest and variation to homes than the architectural elements can alone. Color should be used wisely to bring out architectural features without creating a garish look.
- The use of low cost, non-durable building materials, such as aluminum framed windows and T-111 siding, is strongly discouraged. Materials such as high quality windows, genuine wood siding, and masonry are better alternatives.





ORDINANCE _____

AN ORDINANCE OF THE CITY OF TRACY AMENDING THE CORRAL HOLLOW WEST PLANNED UNIT DEVELOPMENT TO PERMIT HIGH DENSITY SINGLE-FAMILY RESIDENTIAL USES AND ESTABLISH DEVELOPMENT STANDARDS ON AN APPROXIMATELY 3.5-ACRE LOT LOCATED AT 2483 W SCHULTE ROAD, ASSESSOR'S PARCEL NUMBER 240-660-37.
THE APPLICANT IS BRIGHT DEVELOPMENT AND OWNER IS POND CREEK, LLC.
APPLICATION NUMBER PUD18-0003

The City Council of the City of Tracy does ordain as follows:

SECTION 1: The land use designation of the approximately 3.5-acre lot located at 2483 W Schulte Road, Assessor's Parcel Number 240-660-37 (Southgate Lot A), located within the Corral Hollow West Planned Unit Development is amended to permit high density single-family uses and multi-family uses.

SECTION 2: The development standards for single-family residential development on Southgate Lot A shall be as follows:

Minimum Interior Lot Width - 35'
Minimum Interior Lot Depth - 55'
Minimum Interior Lot Size - 2,000 sq. ft.
Minimum Corner Lot Width - 40'
Minimum Corner Lot Depth - 55'
Minimum Corner Lot Size - 2,300 sq. ft.

Front Yard Setback - 5' Minimum with 8' minimum to garage door
Interior Side Yard Setback for single-family detached - 3' Minimum
Interior Side Yard Setback for single-family attached - 0' on one side, 3' Minimum on the other
Street Side Yard Setback - 3' Minimum
Rear Yard Setback - 4' Minimum
Rear Yard Open Space – 150 sq. ft.
Maximum Lot Coverage - 70%
Maximum Building Height - 30'
Off Street Parking – 2 spaces, non-tandem and enclosed in a garage, per dwelling unit in accordance with the Tracy Municipal Code

Accessory buildings, shade structures, projections into yards and courts shall be developed in accordance the development standards of this PUD.

All standards for fence, wall and hedge heights shall be consistent with Tracy Municipal Code Section 10.08.3250, specifically the HDR zone.

Parking of boats or recreation vehicles and motor homes within driveways or on the private street is prohibited within the PUD.

SECTION 3: This Ordinance shall take effect thirty (30) days after its final passage and adoption.

SECTION 4: This Ordinance shall either (1) be published once in a newspaper of general circulation, within 15 days after its final adoption, or (2) be published in summary form and posted in the City Clerk's office at least five days before the ordinance is adopted and within 15 days after adoption, with the names of the Council Members voting for and against the ordinance. (Gov't. Code §36933.)

* * * * * * * * * * * * * *

The foregoing Ordinance _____ was introduced at a regular meeting of the Tracy City Council on the 16th day of April, 2019, adopted on the ____ day of _____, 2019, and became effective on the _____ day of _____, 2019, by the following vote:

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

RESOLUTION 2019-_____

APPROVING A 42-LOT VESTING TENTATIVE SUBDIVISION MAP AND A DEVELOPMENT REVIEW PERMIT ON AN APPROXIMATELY 3.5-ACRE LOT LOCATED AT 2483 W SCHULTE ROAD, ASSESSOR'S PARCEL NUMBER 240-660-37

WHEREAS, The subject property was annexed to the City of Tracy in 1995 and is a part of the Corral Hollow West Planned Unit Development (PUD), with a zoning of Planned Unit Development and a General Plan land use designation of Residential High. On January 3, 2006, The City Council approved an amendment to the PUD for approximately 81 acres of the Corral Hollow West PUD located to the south of the western terminus of Schulte Road and north of the Gabriel Estates subdivision for a project area known as Southgate (3-99-D), and

WHEREAS, An approximately 3.5 acre site (also known as Lot A) was designated in the PUD multi-family uses, but no development standards were established for development of the site, and

WHEREAS, On September 21, 2018, the applicant submitted an application for amendment to the Corral Hollow West PUD permitting high density single-family uses and establish development standards (PUD18-0003), a vesting tentative subdivision map to divide the subject site into 42 lots (TSM18-0004), and a development review permit application for a development plan and architecture of 18 detached single-family dwellings and 24 attached single-family dwellings (D18-0029) for a total proposed density of 12.24 units per acre, and

WHEREAS, The proposed project is consistent with the General Plan Land Use Designation of Residential High in which it is located regarding land use and density, and

WHEREAS, The proposed project increases the quality of the project site and enhances the property in a manner that therefore improves the property in relation to the surrounding area and the citizens of Tracy, because the development will improve an existing undeveloped lot with high quality residential development that facilitates and encourages innovative housing development and pedestrian connectivity, and

WHEREAS, The proposed architecture is in compliance with Tracy's Design Goals and Standards and complement the surrounding neighborhoods, because it provides for a mix of housing types to the community that is compatible with the neighboring detached single-family subdivisions. There is architectural variation between floor plans and elevations, design features are used on all four sides of each house with attention to design details and materials specific to each architectural style, and there is substantial variation in building planes which break up the front, rear and side facades, and the presence of garages is de-emphasized to reduce the effect of a monotonous streetscape, and

WHEREAS, The project is consistent with Title 10, the Planning and Zoning Ordinance, and Title 12, the Subdivision Ordinance, of the Tracy Municipal Code, and

WHEREAS, The site is physically suitable for the type of development, as the site is virtually flat, and

WHEREAS, Traffic circulation is designed to ensure adequate circulation is provided to serve the residential development, and

WHEREAS, All the public facilities necessary to serve the subdivision will be in place prior to the issuance of building permits. All the public facilities necessary to serve the subdivision or mitigate the impacts created by the subdivision will be assured through a subdivision improvement agreement prior to the approval of a final map, and

WHEREAS, The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat, and

WHEREAS, The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision, and

WHEREAS, The project is exempt from the California Environmental Quality Act per Section 15162 pertaining to projects with a certified Environmental Impact Report (EIR) where the project does not propose substantial changes that will result in a major revision of the previous EIR. On February 1, 2011, the City of Tracy adopted the General Plan. The associated EIR (SCH# 1992 122 069) was certified February 1, 2011. Additionally, the project is consistent with the Mitigated Negative Declaration adopted for the Corral Hollow West Planned Unit Development in 1995. The project does not propose new significant changes to the environment that were not analyzed in the General Plan EIR, including the areas of traffic, air quality, land use, and aesthetics, and, therefore, no further documentation is needed, and

WHEREAS, The Planning Commission conducted a public hearing to review and consider the project applications on March 27, 2019 and recommended approval of the project, and

WHEREAS, The City Council conducted a public hearing to review and consider the project applications on April 16, 2019;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves a 42-lot vesting tentative subdivision map and a development review permit (Application Numbers TSM18-0004 & D18-0029) on an approximately 3.5-acre lot located at 2483 W Schulte Road, Assessor's Parcel Number 240-660-37, subject to conditions stated in Exhibit 1, attached and made part hereof, to take effect following the effective date of the amendment to the Corral Hollow West PUD permitting high density single-family uses and establishing development standards (PUD18-0003).

* * * * * * * * * * * * * * * * * *

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

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

City of Tracy
Conditions of Approval
Southgate Lot A
Application Numbers TSM18-0004 & D18-0029
April 16, 2019

A. General Provisions and Definitions.

A.1. General. These Conditions of Approval apply to:

The Project: Southgate High Density Subdivision Map and Architecture

The Property: An approximately 3.5-acre lot located at 2483 W Schulte Road, Assessor's Parcel Number 240-660-37 (Southgate Lot A)

A.2. Definitions.

a. "Applicant" means any person, or other legal entity, defined as a "Developer."

b. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed Engineer designated by the City Manager, or the Development Services Director, or the City Engineer to perform the duties set forth herein.

c. "City Regulations" means all written laws, rules and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Municipal Code, ordinances, resolutions, policies, procedures, and the City's Design documents (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).

d. "Development Services Director" means the Development Services Department Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.

e. "Conditions of Approval" shall mean the conditions of approval applicable to the Project. The Conditions of Approval shall specifically include all Development Services Department conditions set forth herein.

f. "Developer" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries or who applies to the City to develop or improve any portion of the real property within the Project boundaries. The Developer may be the property owner or the leasee, where responsibilities for improvements are distributed among each party. The term "Developer" shall include all successors in interest.

A.3. Compliance with submitted plans. Except as otherwise modified herein, the project shall be constructed in substantial compliance with the plans received by the Development Services Department on March 20, 2019, which includes the vesting tentative subdivision map, development plan, floor and roof plans, architectural elevations, and colors and materials.

A.4. Payment of applicable fees. The applicant shall pay all applicable fees for the project, including, but not limited to, development impact fees, building permit fees, plan check fees, grading permit fees, encroachment permit fees, inspection fees, school fees, or any other City or other agency fees or deposits that may be applicable to the project.

A.5. Compliance with laws. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to:

- the Planning and Zoning Law (Government Code sections 65000, et seq.)
- the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and
- the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 1500, et seq., "CEQA Guidelines").
- the 2016 CBC, 2016 CRC, 2016 CPC, 2016 CMC, 2016 CEC, 2016 CFC, 2016 CEnC, and 2016 CA Green Building Standards Code

A.6. Compliance with City regulations. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all City regulations, including, but not limited to, the Tracy Municipal Code (TMC), Standard Plans, and the City's Design Goals and Standards.

A.7. Protest of fees, dedications, reservations, or other exactions. Pursuant to Government Code section 66020, including section 66020(d)(1), the City HEREBY NOTIFIES the Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) has begun on the date of the conditional approval of this Project. If the Developer fails to file a protest within this 90-day period, complying with all of the requirements of Government Code section 66020, the Developer will be legally barred from later challenging any such fees, dedications, reservations or other exactions.

B. Planning Division Conditions

Contact: Kimberly Matlock (209) 831-6430 kimberly.matlock@cityoftracy.org

B.1. Unless specifically modified by these Conditions of Approval, the Applicant shall comply with all applicable mitigation measures identified in the General Plan Environmental Impact Report, dated February 11, 2011, and the Corral Hollow West Planned Unit Development Mitigation Monitoring Program, dated October 26, 1994.

B.2. Except as proposed in the Planned Unit Development for and as modified by these conditions of approval, the project shall comply in all respects with the development standards that would apply to the High Density Residential Zone of the Tracy Municipal Code.

B.3. The Development Services Director may approve changes to the Development Plan and approve building permits in compliance with the modified Development Plan provided that the following criteria are met to ensure house plans are generally dispersed throughout the subdivision:

a. No same floor plan may occur on two consecutive side-by-side lots or two lots across directly the street from each other, unless they are constructed with substantially different elevations as determined by the Development Services Director. The same floor plan and elevation may be used on two back-to-back lots provided that different color schemes are used.
b. No same floor plan shall be used on three consecutive side-by-side lots.

B.4. In no case shall two of the same elevation style be paired together as a duet.

B.5. The subdivision shall not be gated or otherwise prevent access to public infrastructure, to pedestrian access, or for emergency services, with exception of the emergency vehicle access drive that may be obstructed with removable bollards as shown in the plans dated March 20, 2019.

B.6. Prior to issuance of any permits for ground disturbance, the Applicant shall comply with the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) and a signed copy of the Incidental Take Minimization Measures shall be submitted to the City as verification of compliance.

B.7. Prior to the issuance of building permits, the Applicant shall document compliance with all applicable school mitigation requirements consistent with City Council standards and obtain certificate of compliance from the Tracy Unified School District for each new residential building permit.

C. Engineering Division Conditions

Contact: Al Gali (209) 831-6436 al.gali@cityoftracy.org

C.1. General Conditions

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

1) NONE

C.2 Vesting Tentative Subdivision Map

Prior to signature of the Vesting Tentative Subdivision Map by the City Engineer, Developer shall comply with the requirements set forth in this section, to the satisfaction of the City Engineer.

C.2.1 Vesting Tentative Subdivision Map shall contain all the appropriate signature blocks.

C.2.2 Prior to the Final Subdivision Map show restricted access (relinquish abutter's rights) to prevent future homeowners from accessing nearby public streets. In addition, Developer shall maintain the same access restriction as recorded by Tract 2946 –Southgate Unit 1 (Subdivision Maps Book 40, page 94). The restrictions are summarized below:

C.2.2.a. Restrict access to Mabel Josephine Drive through Lot B along the western property line of Lots 1, 2, 3, 4, and 5;

C.2.2.b. Restrict access to Patrick McCaffrey Senior Avenue through Lot C and Lot D along the southern edge of Lots 6, 7, 8, 9, 10, 11, 12, 13, and 14; and

C.2.2.c. Restrict access to West Schulte Road along the northern edge for Lot A.

C.2.3 On-site storm drain lines and the treatment system will be privately owned and maintained.

C.2.4 Developer shall obtain approval of all street names in accordance with TMC Chapter 9.40.

C.2.5 Submit one (1) mylar copy of the approved tentative subdivision map for the Project within ten (10) days after Developer's receipt of a notification of approval of the Tentative Subdivision Map. The owner of the Property must consent to the preparation of the Vesting Tentative Subdivision Map, and the proposed subdivision of the Property.

C.2.6 PCC valley gutters in the right-of-way are prohibited per Section 5.17 of the 2008 Design Standards.

C.2.7 Public Utility Easements (PUE) must be ten (10) feet wide minimum as per Section 3.02(c) pg. 17 of the 2008 Design Standards. Considering the streets are private, Developer shall also label the private streets as a PUE.

C.2.8 The underlying lot for the private on-site streets shall be its own lot(s).

C.3 Final Subdivision Map

No final subdivision map within the Project boundaries will be approved by the City Council until Developer demonstrates, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, the following:

C.3.1 Developer has completed all the requirements set forth in this section, and Condition C.2, above.

C.3.2 The Final Subdivision Map prepared in accordance with the applicable requirements of the Tracy Municipal Code (TMC), the City Design Standards, and in substantial conformance with the Tentative Subdivision Map for the

Project. Said Final Subdivision Map shall be in substantial conformance with the City Council approved Vesting Tentative Subdivision Map.

C.3.3 The Final Subdivision Map shall include dedications or offers of dedication of all right(s)-of-way, if applicable; Public Access Easements; and/or Public Utility Easements (PUE) required to serve the Project described by the Final Subdivision Map submittal, in accordance with State Laws, City Regulations, and these Conditions of Approval. Said PUE shall be ten (10) feet wide minimum as measured from the edge of the PUE to edge of PUE on the opposite side of the private street. PUE shall be continuous along each lot's frontage along every right-of-way. Considering the streets are private, Developer shall also label the private streets as a PUE.

C.3.4 Developer shall provide access and maintenance easements benefitting the City to allow access, maintenance, repair, reconstruction, of the public utilities within the private streets.

C.3.5 Horizontal and vertical control for the Project shall be based upon the City of Tracy coordinate system and at least three (3) second (2^{nd}) 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 (2) separate points adjacent to or within the Property described by the Final Map.

C.3.6 A construction cost estimate of subdivision improvements and for all required public facilities, prepared in accordance with City Regulations to be used for calculating engineering review fees and for bonding purposes. In determining the total construction cost, add ten percent (10%) for construction contingencies.

C.3.7 All the required improvement agreements are executed, improvement security is submitted and documentation of insurance are provided, as required by these Conditions of Approval. The amounts of improvement security shall be approved by the City and the type and form of improvement security shall be in accordance with the TMC.

C.3.8 Developer will include slope easement with the final map submittal to address slopes among the lots to address grade differentials.

C.3.9 Payment of final map checking fees and all fees required by these Conditions of Approval and City Regulations.

C.3.10 At the conclusion of the City's review, Developer shall submit one (1) mylar copy of the approved Final Subdivision Map for signature.

C.3.11 Developer has submitted a signed and notarized Subdivision Improvement Agreement (SIA) and Improvement Security, for the completion of improvements that are required to serve the Project as shown on the

Improvement Plans. The form and amount of Improvement Security shall be in accordance with the Applicable Law and the SIA.

C.3.12 Developer shall provide an emergency access easement to police, fire, and other emergency services.

C.4. Grading Permit

All grading work (on-site and off-site) shall require a Grading Plan. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Registered Geotechnical Engineer. The City will not accept a Grading Permit application for the Project until Developer provides all documents related to said Grading Permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

C.4.1 Developer has completed all requirements set forth in this section.

C.4.2 Developer has obtained the approval (i.e. recorded easements for slopes, drainage, utilities, access, parking, etc.) of all other public agencies and/or private entities with jurisdiction over the required public and/or private facilities and/or property. Written permission from affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit.

C.4.3 Developer has obtained a demolition permit to remove any existing structure located within the project's limits.

C.4.4 All existing on-site water well(s), septic system(s), and leech field(s), if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. Developer shall be responsible for all costs associated with the abandonment or removal of the existing well(s), septic system(s), and leech field(s) including the cost of permit(s) and inspection. Developer shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit.

C.4.5 The Improvement Plans for all improvements to serve the Project (on-site and off-site) including the Grading and Drainage Plans shall be prepared in accordance with the City's Subdivision Ordinance (TMC Chapter 12.36), City Design Documents as defined in Title 12 of the TMC, and these Conditions of Approval.

C.4.6 On-site Grading/Drainage Plans and Improvement Plans shall be prepared on a twenty-four (24) inch x thirty-six (36) inch size four (4) millimeter thick polyester film (mylar). These plans shall use the City's Title Block. Improvement Plans shall be prepared under the supervision of, stamped and signed by a Registered Civil Engineer and Registered Geotechnical Engineer. Developer shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including

signatures by the Fire Marshal prior to submitting the mylars to Engineering Division for City Engineer's signature. Erosion control measures shall be implemented in accordance with the Improvement Plans approved by the City Engineer for all grading work. All grading work not completed before October 15 may be subject to additional requirements as applicable. Improvement Plans shall specify all proposed erosion control methods and construction details to be employed and specify materials to be used during and after the construction.

C.4.7 Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

C.4.8 For Projects on property larger than one (1) acre: Prior to the issuance of the Grading Permit, Developer shall submit to the Utilities Department (stephanie.hiestand@cityoftracy.org) one (1) electronic copy and one (1) hard copy of the Storm Water Pollution Prevention Plan (SWPPP) as submitted in Stormwater Multiple Applications and Reporting Tracker System (SMARTS) along with either a copy of the Notice of Intent (NOI) with the state-issued Wastewater Discharge Identification number (WDID) or a copy of the receipt for the NOI. After the completion of the Project, the Developer is responsible for filing the Notice of Termination (NOT) required by SWQCB, and shall provide the City, a copy of the completed Notice of Termination. Cost of preparing the SWPPP, NOI and NOT including the annual storm drainage fees and the filing fees of the NOI and NOT shall be paid by the Developer. Developer shall comply with all the requirements of the SWPPP, applicable Best Management Practices (BMPs) and the Stormwater Post-Construction Standards adopted by the City in 2015 and any subsequent amendment(s).

For Projects on property smaller than one (1) acre: Prior to the issuance of the Grading Permit, the Developer shall submit to the Utilities Department (stephanie.hiestand@cityoftracy.org) one (1) electronic copy and 1 hard copy of the City of Tracy Erosion and Sediment Control Plan (ESCP) for approval. Cost of preparing the ESCP including any annual storm drainage fees shall be paid by the Developer. Developer shall comply with all the requirements of the ESCP, applicable BMPs and the Post-Construction Stormwater Standards adopted by the City in 2015 and any subsequent amendment(s).

C.4.9 Developer shall provide a PDF copy of the Project's Geotechnical Report signed and stamped by a Registered Geotechnical Engineer. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, compaction recommendations, retaining wall recommendations, if necessary, paving recommendations, paving calculations such as gravel factors, gravel equivalence, etc., slope recommendations, and elevation of the highest observed groundwater level.

C.4.10 In-tract Minor Retaining – Developer shall use reinforced or engineered masonry blocks for retaining soil at property lines when the grade differential among the in-tract lots exceeds twelve (12) inches. Developer will include construction details of these minor retaining walls with the on-site Grading and Drainage Plan. Developer may use slopes among the lots to address the grade differential but said slope shall not exceed a slope gradient of 3 (horizontal) to 1 (vertical) unless a California licensed geotechnical engineer signs and stamps a geotechnical report letter that supports a steeper slope gradient. Slope easements may be required and will be subject to approval by the City Engineer.

Minor Retaining along Project Perimeter – Developer shall use reinforced or engineered masonry blocks for retaining soil along the Project boundary and adjacent property(s) when the grade differential exceeds 12-inches. Developer will include construction details for these minor retaining walls with the on-site Grading and Drainage Plan. Developer may use slopes to address the grade differential but said slope shall not exceed a slope gradient of 3 (horizontal) to 1 (vertical). Slope easements may be subject to approval by the City Engineer and if adjacent and affected property(s) owner(s) grants said easements.

Slopes are an acceptable option as a substitute to engineered retaining walls, where cuts or fills do not match existing ground or final grade with the adjacent property or public right of way, up to a maximum grade differential of two (2) feet, subject to approval by the City Engineer.

Slope easements will be recorded, prior to the issuance of the Grading Permit. The Developer shall be responsible to obtain and record slope easement(s) on private properties, where it is needed to protect private improvements constructed within and outside the Project, and a copy of the recorded easement document must be provided to the City, prior to the issuance of the Grading Permit.

Walls - Developer shall show proposed retaining walls and masonry walls on the on-site Grading and Drainage Plan. The Developer is required to submit improvement plans, construction details, and structural calculations for retaining walls and masonry walls to Building and Safety. Retaining wall and masonry wall design parameters will be included in the geotechnical report.

C.4.11 Developer shall provide a copy of the approved Incidental Take Minimization Measures (ITMM) habitat survey [San Joaquin County Multi-Species Habitat Conservation & Open Space Plan (SJMSCP)] from San Joaquin Council of Governments (SJCOG).

C.4.12 Developer shall provide a copy of the approved Air Impact Assessment (AIA) with an Indirect Source Review (ISR) from San Joaquin Valley Air Pollution Control District (SJVAPCD).

C.4.13 Developer shall abandon or remove all existing irrigation structures, channels and pipes, if any, as directed by the City after coordination with the irrigation district, if the facilities are no longer required for irrigation purposes. If irrigation facilities including tile drains, if any, are required to remain to serve existing adjacent agricultural uses, the Developer will design, coordinate and construct required modifications to the facilities to the satisfaction of the affected agency and the City. Written permission from irrigation district or affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Developer.

C.4.14 If the Project contains overhead utilities, the Developer shall underground existing overhead utilities such as electric, TV cable, telephone, and others. Each dry utility shall be installed at the location approved by the respective owner(s) of dry utility and the Developer shall coordinate such activities with each utility owner. All costs associated with the undergrounding shall be the sole responsibility of the Developer and no reimbursement will be due from the City. Developer shall submit undergrounding plans. Exempt from this condition is the high voltage power lines along the Project's northerly property line.

C.4.15 If at any point during grading that the Developer, its contractor, its engineers, and their respective officials, employees, subcontractor, and/or subconsultant exposes/encounters/uncovers any archeological, historical, or other paleontological findings, the Developer shall address the findings as required per the General Plan Cultural Resource Policy and General Plan EIR; and subsequent Cultural Resource Policy or mitigation in any applicable environmental document.

C.4.16 Per the approved Tract 2946 Improvement Plans for Southgate Unit 1 as prepared by Stantec Consulting Inc., Developer shall remove the existing field inlets, storm drain lines, and cap the storm drain line at the catch basin structure at the curb and gutter.

C.5. Improvement Agreement(s)

All construction activity involving public improvements will require a fully executed improvement agreement (Off-site, Subdivision, and/or Inspection). Any construction activity involving public improvements without a fully executed improvement agreement is prohibited. All public improvements shall be performed and completed in accordance with the recommendation(s) of the Project's Registered Civil Engineer. The City will not start writing any improvement agreement or schedule any improvement agreement to be approved by City Council for the Project until the Developer provides all documents related to said improvements required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

C.5.1. On-site, Private, and/or Public Infrastructure Improvement Plans prepared on a twenty-four (24) inch x thirty-six (36) inch size four (4) millimeter thick

mylar that incorporate all requirements described in the documents described in these Conditions of Approval, the City's Design Documents as defined in Title 12 of the Tracy Municipal Code. Developer shall use the latest title block and, if necessary, contain a signature block for the Fire Marshal. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work. Developer shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Fire Marshal to submitting the mylars to Engineering Division for City Engineer's signature. The improvement plans shall be prepared to specifically include, but not be limited to, the following items:

C.5.1.a. All existing and proposed utilities such as domestic water line, irrigation service, fire service line, storm drain, and sanitary sewer, including the size and location of the pipes.

C.5.1.b. All supporting engineering calculations, materials information or technical specifications, cost estimate, and technical reports. All improvement plans shall contain a note stating that the Developer (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers such as benchmarks.

C.5.1.c. A PDF copy of the Project's approved Geotechnical/Soils Report that was prepared for the grading permit submittal.

C.5.1.d. Private Storm Water - The Project's on-site storm water drainage connection to the City's storm water system shall be approved by the City Engineer. Drainage calculations for the sizing of the on-site storm drainage system. Improvement Plans to be submitted with the hydrology and storm water.

Storm drainage release point is a location at the boundary of the Project adjacent public right-of-way where storm water leaves the Property, in a storm event and that the Property's on-site storm drainage system fails to function or it is clogged. Site grading shall be designed such that the Project's storm drainage overland release point will be directly to an adjacent public street with a functional storm drainage system and the existing storm drainage line has adequate capacity to drain storm water from the Property. The storm drainage release point is recommended to be at least 0.70-feet lower than the building finish floor elevation and shall be designed and improved to the satisfaction of the City Engineer.

The Project's permanent storm drainage connection(s) shall be designed and constructed in accordance with City Regulations. The design of the permanent storm drainage connection shall be shown on the Grading and Drainage Plans with calculations for the sizing

of the storm drain pipe(s), and shall comply with the applicable requirements of the City's storm water regulations adopted by the City Council in 2012 and any subsequent amendments.

The storm water treatment system shall be located on private property and shall be at least off-set from the right-of-way by one (1) foot.

C.5.1.e. Public Sanitary Sewer - It is the Developer's responsibility to design and construct the Project's permanent on-site sanitary sewer (sewer) improvements including the Project's sewer connection in accordance with the City's Design Standards, City Regulations and Standard Specifications. Sewer improvements shall include but not limited to, replacing asphalt concrete pavement, reconstructing curb, gutter and sidewalk, restoring pavement marking and striping, and other improvements that are disturbed as a result of installing the Project's permanent sewer connection. Developer shall submit improvement plans that include the design of the sewer line from the Property to the point of connection.

Developer is hereby notified that the City will not provide maintenance of the sewer lateral within the public right-of-way unless the sewer cleanout is located and constructed in conformance with Standard Plans. The City's responsibility to maintain on the sewer lateral is from the wye/onsite sewer manhole at the right-of-way line/property line/wye fitting to the point of connection with the sewer main.
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 four thousand two hundred (4200) EDU's within its wastewater treatment plant available to new development within the City on a first come-first served basis via building permit issuances. 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. Only the issuance of building permits will guarantee sewer capacity.

C.5.1.g. Public Water Distribution - Developer shall design and construct domestic and irrigation water service that comply with the City Regulations. Water line sizing, layout and looping requirements for this Project shall comply with City Regulations. During the construction of the Project, the Developer is responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the Fire Marshal.

Interruption to the water supply to the existing businesses and other users will not be allowed to facilitate construction of improvements related to the Project. Developer shall be responsible for notifying business owner(s) and users, regarding construction work. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business owner(s) at least seventy-two (72) hours before start of work. Prior to starting the work described in this section, the Developer shall submit a Work Plan acceptable to the City that demonstrates no interruptions to the water supply, and Traffic Control Plan to be used during the installation of the off-site water mains and connections.

The Project's water service connections shall use a remote-read (radio-read) master water meter (the water meter to be located within City's right-of-way) and a Reduced Pressure Type back-flow protection device in accordance with City Regulations. The domestic and irrigation water service connection(s) must be completed before the inspection of the building. The location of the meters shall be approved by the City Engineer.

After improvement acceptance, repair and maintenance of the water service from the water meter to the point of connection with the water distribution main in the street shall be the responsibility of the City. Water service repairs after the water meter is the responsibility of the Developer or individual lot owner(s).

Prior to improvement acceptance, repair and maintenance of all on-site water lines, laterals, sub-water meters, valves, fittings, fire hydrant and appurtenances shall be the responsibility of the Developer or the individual lot owner(s).

All costs associated with the installation of the Project's water connection(s) including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings on existing street or parking area(s) that may be disturbed with the installation of the permanent water connection(s), or domestic water service, and other improvements shall be paid by the Developer.

C.5.1.h. Private Hydrants – Location and construction details of fire service line including the private fire hydrant(s) that are to serve the Project shall be approved by the Fire Marshal. Prior to the approval of the Improvement Plans by the City Engineer, the Developer shall obtain written approval from the Fire Marshal, for the design, location and construction details of the fire service connection to the Project, and for the location and spacing of fire hydrants that are to be installed or planned to serve the Project.

Hydrants shall be privately owned and maintained and shall be painted red.

C.5.1.i. Private Streets – All streets and utilities improvements within City right-of-way shall be designed and constructed in accordance with City Regulations, and City's Design Standards including the City's Facilities Master Plan for storm drainage, roadways, wastewater, and water as adopted, amended, and updated by the City, or as otherwise specifically approved by the City. On-site streets shall be privately owned and maintained.

All proposed private residential street widths and cross sections shall conform to the City Council approved VTSM. The sidewalk shall be located as per said VTSM. For the twenty-six (26) feet wide private street, the rear of the sidewalk will be placed ten (10) feet from the rear of the curb. The minimum landscape parkway width will be five (5) feet.

The Emergency Vehicle Access (EVA) shall be a commercial driveway per Standard Detail 133. The proposed storm drain manhole lid will be a traffic rated lid. Developer shall submit a Final Map that will remove the access restriction for the width of this EVA.

The Project's utility connections, Developer shall use existing utility stubs on Patrick McCaffrey Senior Avenue. If the stubs are not present or additional utility connections are required, the pavement restoration shall conform to C.8.1 of these Conditions.

Developer shall remove all existing driveways not proposed to be used by the project.

C.5.2. Joint Trench Plans and Composite Utility Plans, prepared on a twenty-four (24) inch x thirty-six (36) inch size four (4) millimeter thick mylar for the installation of dry utilities such as electric, gas, TV cable, telephone, and others that will be located within the twenty-four (24) feet wide to forty-six (46) feet wide [the width varies) PUE to be installed to serve the Project. All private utility services to serve Project must be installed underground or relocated to be underground, and to be installed at the location approved by the respective owner(s) of the utilities from the street or an existing or proposed utility easement to the building(s). If necessary, the Developer shall dedicate ten (10) feet wide PUE for access to these new utilities for re-installation, replacement, repair, and maintenance work to be performed by the respective utility owner(s) in the future.

C.5.3. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans. The cost estimate shall show the cost of designing the public improvements.

Payment of applicable fees required by these Conditions of Approval and City Regulations, including but not limited to, plan checking, grading and encroachment permits and agreement processing, construction inspection, and testing fees. The engineering review fees will be calculated based on the fee rate adopted by the City Council on September 2, 2014, per Resolution 2014-141 and on May 16, 2017, per Resolution 2017-098. Developer shall submit payment in the form of a check for the aforementioned fees.

C.5.5. Traffic Control Plan - Prior to starting the work for any work within City's right-of-way, the Developer shall submit a Traffic Control Plan (TCP). TCP can be split among the different construction phases. TCP will show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. TCP shall conform to the Manual on Uniform Traffic Control Devices as amended by the State of California, latest edition (MUTCD-CA). TCP shall be prepared under the supervision of, signed and stamped by a Registered Civil Engineer or Registered Traffic Engineer.

Access and Traffic Circulation to Existing Businesses/Residents - Developer shall take all steps necessary to plan and construct site improvements such that construction operations do not impact safety and access (including emergency vehicles) to the existing businesses and residents throughout the duration of construction. Developer shall coordinate with the owners and cooperate to minimize impacts on existing businesses. All costs of measures needed to provide safe and functional access shall be borne by the Developer.

C.5.6. No street trench shall be left open, uncovered, and/or unprotected during night hours and when the Developer's contractor is not performing construction activities. Appropriate signs and barricades shall be installed on the street and on all trenches during such times. If the Developer or its contractor elects to use steel plates to cover street trenches, said steel plates will be skid-resistance, and shall be ramped on all sides. Ramps will be a minimum two-foot wide and will run the entire length of each side.

C.5.7. If at any point during utility installation or construction in general that the Developer, its contractor, its engineers, and their respective officials, employees, subcontractor, and/or subconsultant exposes/encounters/uncovers any archeological, historical, or other paleontological findings, the Developer shall address the findings as required per the General Plan Cultural Resource Policy and General Plan EIR; and subsequent Cultural Resource Policy or mitigation in any applicable environmental document.

C.5.8 On-site, in-tract Public and Private Improvements - Prior to the City's approval of the Final Subdivision Map, and prior to the Developer commencing construction of on-site, in-tract public and private improvements, Developer shall possess a fully executed Subdivision Improvement Agreement (SIA). Developer shall also complete all of the following requirements to the satisfaction of the City Engineer:

Developer has received City signed improvement plans.

Developer has submitted a complete application for a Final Subdivision Map which is served by the required public improvements, and the Final Subdivision Map has been approved by the City Engineer.

Developer has paid all required processing fees including plan check and inspection fees.

Improvement Security - Developer shall provide improvement security for all public facilities, as required by the Improvement Agreement. The form of the improvement security may be a bond, or other form in accordance with the Government Code, and the TMC. The amount of the improvement security shall be in accordance with Title 12 of the TMC. Monumentation Bonds shall be seven hundred fifty ($750.00) dollars multiplied by the total number of street centerline monuments plus one hundred twenty-five ($125) dollars multiplied by the total number of legal lots that are shown on the Final Map.

Insurance –Developer shall provide written evidence of insurance coverage that meets the terms of the Improvement Agreement.

C.5.9 Off-site Public Improvements - Prior to the Developer commencing construction of off-site public improvements, Developer, if required, shall possess a fully executed Off-site Improvement Agreement (OIA). Developer shall also complete all of the following requirements to the satisfaction of the City Engineer:

Developer has received City signed improvement plans.

Developer has paid all required processing fees including plan check and inspection fees.

Improvement Security - Developer shall provide improvement security for all public facilities, as required by the Improvement Agreement. The form of the improvement security may be a bond, or other form in accordance with the Government Code, and the TMC. The amount of the improvement security shall be in accordance with Title 12 of the TMC.

Insurance – Developer shall provide written evidence of insurance coverage that meets the terms of the Improvement Agreement.

C.6. Building Permit

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

C.6.1 Developer has completed all requirements set forth in Condition C.1, through C.5, above.

C.6.2 Developer pays the applicable development impact fees as required in the TMC, these Conditions of Approval, and City Regulations.

C.6.3 Developer shall provide documentation to demonstrate that the Developer and its successor(s) or assign(s) will participate which include payment of the Project's share towards the use, repair and maintenance of the storm drainage retention basin that serves this Property. The Homeowner's association shall be formed prior to the issuance of the first building permit.

C.7 Acceptance of Public Improvements

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

C.7.1 Developer has satisfied all the requirements set forth in these Conditions of Approval.

C.7.2 Developer submitted the Storm water Treatment Facilities Maintenance Agreement (STFMA) to the Utilities Department.

C.7.3 Developer has satisfactory completed construction of all required/conditioned improvements. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Developer shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to serve the Project, and the Developer shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.7.4 Certified "As-Built" Improvement Plans (or Record Drawings). Upon completion of the construction by the Developer, the City, at its sole discretion, temporarily release the original mylars of the Improvement Plans to the Developer so that the Developer will be able to document revisions to show the "As-Built" configuration of all improvements.

C.7.5 Developer shall be responsible for any repairs or reconstruction of street pavement, curb, gutter and sidewalk and other public improvements along the frontage of the Project, if determined by the City Engineer to be in poor condition or damaged by construction activities related to the Project.

C.7.6 Developer has completed the ninety (90) day public landscaping maintenance period.

C.7.7 Per Section 21107.5 of the California Vehicle Code, Developer shall install signs at all entrance(s) of the Project stating that the streets are privately

owned and maintained and are not subject to the public traffic regulations or control. Said signs must be conspicuously placed, plainly visible, and legible during daylight hours from a distance of one hundred (100) feet. Should the Developer or its heir desire public traffic regulations or control, Developer or its heirs shall follow the procedures in Section 21107.5.

C.7.8 Release of Improvement Security – Release of improvement security shall be in accordance with the requirements of Title 12 of the TMC. Monumentation Bond will be released to the Developer after City Council's acceptance of the public improvements and if the Developer meets the terms set in Section 66497(c) of the Subdivision Map Act. All survey monuments shown on the Final Map must be installed. Any altered, damaged, or destroyed survey monuments and/or benchmarks shall be re-established. Developer shall submit centerline tie sheets or a record of survey for the following: new public streets; re-established survey monuments, and/or benchmarks. If the Developer destroyed, altered, and/or reconstructed any existing curb returns, Developer shall also submit corner records. Any survey document will be submitted the City and to the San Joaquin County Surveyor to comply with California Business and Professions Code Section 8771(c). Said work shall be executed by a California licensed Land Surveyor at the Developer's sole expense.

C.8 Special Conditions

C.8.1 When street cuts are made for the installation of utilities, the Developer shall conform to Section 3.14 of the 2008 Design Standards and is required install a two (2) inch thick asphalt concrete (AC) overlay with reinforcing fabric at least twenty-five (25) feet from all sides of each utility trench. A two (2) inch deep grind on the existing AC pavement will be required where the AC overlay will be applied and shall be uniform thickness in order to maintain current pavement grades, cross and longitudinal slopes. This pavement repair requirement is when cuts/trenches are perpendicular and parallel to the street's direction.

C.8.2 Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or other public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the improvement plans, prior to the City Engineer's signature on the improvement plans, and prior to issuance of Grading Permit, Encroachment Permit, Building Permit, if the City Engineer finds it necessary due to public health and safety reasons, and it is in the best interest of the City. The Developer shall bear all the cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

C.8.3 If water is required for the project, the Developer shall obtain an account for the water service and register the water meter with the Finance Department.

Developer shall pay all fees associated with obtaining the account number for the water service.

C.8.4 Developer shall obtain an account for the water service to the Project and register the water meter with the Finance Department. Developer shall prepare and submit a map depicting the location of the water meter on a 8.5-inch X 11-inch sheet to Finance Department.

C.8.5 Project Entrance As stipulated by Section 5.17 of the 2008 Design Standards, a PCC valley gutter is prohibited in the City's right-of-way.

C.8.6 Developer shall form/create a Homeowners Association (HOA). A Property Owners Association is not permitted to be formed/created. Said HOA must conform to the requirements of other California State laws and/or other California Agencies such as Bureau of Real Estate to be its heirs. Developer and its heirs (i.e. HOA) shall be responsible for repairing and maintaining the on-site private storm water lines and storm water treatment device and their appurtenances; on-site streets, curb, gutter, sidewalk, landscaping, irrigation, streetscape, and their appurtenances; on-site fencing and their appurtenances; on-site fire-hydrants and their appurtenances at the Developer's (and heirs') sole cost and expense. If requested by the City, Developer's heir will enter into a binding agreement that guarantees Developer's heir will maintain the privately owned infrastructure. This agreement will be recorded with San Joaquin County.

C.8.7 Developer shall repair/construct additional landscaping and irrigation and their appurtenances on the east side of Mabel Josephine Drive fronting the Project. Developer shall satisfy this condition per City's design documents and to the satisfaction of the City. Developer will prepare landscape and irrigation plans per condition C.5.1. Developer shall install landscaping including but not limited to street trees, shrubs, ground cover, streetscape, hardscape, trash enclosures, benches, bus shelters, other landscaping as required, and their appurtenances. The landscaping and irrigation shall conform to City standards and MWELO standards. If recommended, Developer shall use structural soil if the street trees' well is narrower than five (5) feet wide. Prior to building permit release of the first dwelling unit, Developer will enter into an agreement with the City as per C.5.9.

C.8.8 Developer shall design or purchase and then construct or install a storm water treatment device in a manner that does not impose any additional maintenance or reconstruction burdens to the City, should the HOA cease to exist and the City be required to maintain the storm water treatment device. Said design and construction methods shall be to the satisfaction of the City Engineer.

C.8.9 In conjunction with the first submittal of the improvement plans, Developer shall submit a letter requesting a minor deviation due to Developer's request to construct street cross-sections, utilities off-set, and other items that are not in alignment with the City's design documents.

C.8.10 Developer shall also repair/construct additional landscaping and irrigation and their appurtenances on the east side of Mabel Josephine Drive fronting the Project per City standards and to the satisfaction of the City.

C.8.11 Developer shall continue to maintain and if needed repair the temporary storm drain basin located north of West Schulte Road.

C.8.12 The Developer will install and maintain City approved decorative street lights including the decorative light pole, ballasts including all accessories, electric service lines, conduits, junction boxes along both sides of the paved streets next to the sidewalks starting from the PG&E point of connection in accordance with the City's specification and City Design Documents. The maintenance of street lights and the associated infrastructure listed above will be the responsibility of the HOA and funded through a City approved community Facility District (CFD) or other funding mechanism. The monthly payment of energy consumption by these street lights to PG&E will also be the responsibility of the HOA. The City approved funding mechanism must be in place prior to the approval of the first final map or as agreed by the City.

C.8.13 Sidewalks to Right-of-Way Developer shall construct sidewalks that connect the private in-tract sidewalks to the sidewalks in the right-of-way. These sidewalks' grade, alignment, etc. shall be in a way that does not create excessively narrow areas that prevent the survival of plants. This condition shall be performed to City standards and to the satisfaction of the City.

D. Building Division Conditions

Contact: Chrystle Takehara (209) 831-6486 chrystle.takehara@cityoftracy.org

D.1. Prior to approval a building permit, the applicant shall demonstrate that exterior walls on zero lot line single family dwellings comply with the requirements of fire-resistant construction as per CRC R302.1 and Table R302.1(2), including walls, projections, openings, and penetrations. Plans shall demonstrate the continuity of the fire-resistance-rating. Plans shall also demonstrate roof drainage as per CRC R903.

D.2. Prior to approval a building permit, the applicant shall demonstrate that the projections meet the appropriate fire-resistance rating based on minimum fire separation distance per CRC Table R302.1(2).

D.3. Prior to approval of grading and improvement plans, the applicant shall submit an exhibit to the Building Division to verify the installation requirements for backflow prevention devices in accordance with CPC Section 710.1. The exhibit shall include the finished floor elevation of each lot and the rim elevation of the closest sanitary sewer manhole upstream from each lot submitted.

D.4. Prior to approval of improvement plans, applicant to detail the various types of curb ramps proposed around the development to meet accessibility requirements of

CBC 11B-406.

E. South San Joaquin County Fire Authority (SSJCFA) Conditions

Contact: Amy Ray (209) 831-6706 amy.ray@cityoftracy.org

E.1. All roadways shall maintain a minimum of 20 foot unobstructed width. The entry roadway shall not have parking.

E.2. Red curbing and signage shall be provided and maintained in all areas where parking is not allowed. Signs shall be in accordance with CFC Section D103.6. Parking shall only be allowed in section F on the north side.

E.3. The HOA guidelines shall state any vehicle parked in a designated fire lane shall be towed at the owner's expense. Prior to the signing of final map, draft of HOA guidelines shall be provided to the Fire Department for review, comment and approval for items including fire lanes, weed abatement and other fire prevention requirements.

F. Utilities Department Conditions

Contact: Stephanie Hiestand (209) 831-6333 stephanie.hiestand@cityoftracy.org

F.6. Prior to issuance of a construction or building permit, the applicant shall demonstrate compliance with the 2015 Post-Construction Stormwater Standards (PCSWS) Manual and obtain approval through the following:

F.6.5. Develop a Project Stormwater Plan (PSP) that identifies the methods to be employed to reduce or eliminate stormwater pollutant discharges through the construction, operation and maintenance of source control measures, low impact development design, site design measures, stormwater treatment control measures and hydromodification control measures.

F.6.5.a. Design and sizing requirements shall comply with PCSWS Manual.

F.6.5.b. Demand Management Areas must be clearly designated along with identification of pollutants of concern.

F.6.5.c. Calculations of the Stormwater Design Volume and/or Design Flow with results from the Post-Construction Stormwater Runoff Calculator must be submitted in the PSP for approval.

F.6.5.d. Per the PCSWS Manual, include a hydromodification management plan ensuring the post-project runoff flow rate shall not exceed estimated pre-project flow rate for the 2-year, 24 hour storm.

F.6.5.e. Submit one (1) hard copy of the PSP and an electronic copy to the Utilities Department (WaterResources@cityoftracy.org), include the project name, address and Project # and/or Permit # in the title or subject line.

F.6.6. A separate plan sheet(s) designated SW shall be submitted in the plan set that includes the identified methods for pollution prevention outlined in the

submitted PSP. You must include all standards, cross sections and design specifications such as landscape requirement in treatment areas including type of irrigation installation and/or height of drain inlet above the flow line, etc. in these SW plan sheets along with legend.

F.6.7. Develop and electronically submit to the Utilities Department for approval (WaterResources@cityoftracy.org) a preliminary Operations and Maintenance (O & M) Plan that identifies the operation, maintenance, and inspection requirements for all stormwater treatment and baseline hydromodification control measures identified in the approved PSP.

F.6.8. No later than two (2) months after approval notification of the submitted PSP, the applicant shall electronically submit the following information to the Utilities Department (WaterResources@cityoftracy.org) for development of a draft stormwater maintenance access agreement, in accordance with the MAPCSWS:

1. Property Owner(s) name and title report; or Corporate name(s) and binding documents (resolutions, etc) designating ability to sign agreement
2. Property Address
3. Exhibit A – legal property description
4. Exhibit B – approved O & M Plan

F.2. Prior to issuance of a grading permit, the applicant shall provide proof of permit coverage under the Construction General Permit and submittal of an electronic Stormwater Pollution Prevention Plan (SWPPP), to be submitted to WaterResources@cityoftracy.org.

F.3. Prior to Certificate of Occupancy, the applicant shall complete the following to the satisfaction of the Utilities Director:

a. Return to the City Clerk, a legally signed and notarized copy of the final maintenance access agreement including all exhibits and approved O & M plan received from the Utilities Department.

b. Obtain final approval by the Utilities Department of the constructed and installed Stormwater pollution prevention methods outlined in the PSP. Frequent inspections of the Post-Construction treatment measures should occur during the construction phase by calling 209-831-6333.

c. The project shall be in full compliance with Construction General Permit including 70% stabilization of the project with Notice of Termination approval.

F.4. Before the approval of a construction, grading or building permit, the applicant shall demonstrate compliance with Tracy Municipal Code Chapters 11.28 and

11.34 and Chapter 4 of the California Green Building Standards Code to the satisfaction of the Utilities Director.

F.5. Prior to issuance of a construction or building permit, applicant shall demonstrate compliance with the 2015 Model Water Efficient Landscape Ordinance and obtain approval by the Utilities Department through the following:

a. Develop and submit electronically and by hard copy, a Landscape Document Package (LDP) that identifies the methods to be employed to reduce water usage through proper landscape design, installation and maintenance. This LDP shall consist of:
   1. A project information sheet that includes the checklist of all documents in the LDP;
   2. The Water Efficient Landscape Worksheets that include a hydrozone information table and the water budget calculations – Maximum Applied Water Allowance and Estimate Total Water Use;
   3. A soil management report, after compaction and from various locations throughout the project;
   4. A landscape design plan that includes the statement, "I agree to comply with the requirements of the 2015 water efficient landscape ordinance and shall submit for approval a complete Landscape Document Package:
   5. An irrigation design plan with schedule; and
   6. A grading design plan.

b. A Certificate of Completion must be completed, signed, and submitted to the Utilities Department prior to Final approval for Occupancy.

G. Finance Department Conditions

Contact: Karin Schnaider (209) 831-6841 karin.schnaider@cityoftracy.org

G.1. Prior to recording the Final Map, the applicant shall do one of the following, subject to the approval of the Finance Director:

a. CFD or other funding mechanism. The applicant shall enter into an agreement with the City, to be signed by the Finance Director, which shall be recorded against the property, which stipulates that prior to the issuance of the first building permit, the applicant will form or annex into a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for funding the on-going operational costs of providing Police services, Public Works services and other City services to serve the Project area. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. The applicant shall be responsible for all costs associated with the formation or annexation proceedings. Upon successful formation, the parcels will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment.

Or

b. Direct funding. The applicant shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that prior to the issuance of the first building permit, the applicant will fund a fiscal impact study to be conducted and approved by the City to determine the long term on-going operational costs of providing Police services, Public Works services and other City services to serve the Project area, and deposit with the City an amount necessary, as reasonably determined by the City, to fund the full costs in perpetuity as identified by the approved study.

If the provisions for adequate funding of the on-going operational costs of providing Police services, Public Works services and other City services are met prior to issuance of the first building permit for the project, subject to the Finance Director's review and approval, the terms of this condition shall be considered to have been met and this condition shall become null and void.

H. Parks and Recreation Department Conditions

Contact: Richard Joaquin (209) 831-6235 richard.joaquin@cityoftracy.org

H.1. Prior to the issuance of building permits, the applicant shall pay all park in-lieu fees required for the project.

April 16, 2019

AGENDA ITEM 3.B

REQUEST

DISCUSS HOMELESSNESS IN TRACY; FORM A CITY HOMELESSNESS COMMITTEE TO DEVELOP A HOMELESSNESS STRATEGIC PLAN AND APPOINT CITY COUNCIL MEMBERS TO THE COMMITTEE; AND PROVIDE DIRECTION TO STAFF

EXECUTIVE SUMMARY

Council Member Arriola, seconded by Council Member Ransom, requested to place an item on the agenda regarding the formation of a City Homelessness committee to develop a homelessness strategic plan for Tracy for Council discussion and action. Separately, Mayor Rickman, seconded by, Council Member Vargas requested to add an item to the agenda regarding homelessness for Council discussion.

DISCUSSION

At the March 19, 2019 City Council meeting, Council Member Arriola requested to place on the Council agenda an item for the formation of an official City of Tracy Homelessness committee to develop a homelessness strategic plan for the City. Following the April 2, 2019 Council meeting, Mayor Rickman requested to add to the Council meeting agenda an item on the topic of homelessness for Council discussion. This item is responsive to both requests.

The City Council may form a Council "standing" committee or "temporary" committee (often referred to as "ad hoc committee") on any matter within its jurisdiction. For purposes of the Brown Act, a standing committee is typically a permanent committee that is charged with continuing jurisdiction over a topic and is comprised of a quorum of a legislative body's members and therefore subject to the Brown Act noticing and agenda requirements. Three members constitute a quorum for the Tracy City Council. An ad hoc committee is comprised of less than a quorum of a legislative body's members and is typically convened for a limited time for a specific purpose and not subject to the Brown Act.

FISCAL IMPACT

None.

STRATEGIC PLAN

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

RECOMMENDATION

That the City Council:

1. Discuss homelessness in the City of Tracy;
2. By motion, form a City of Tracy Homelessness Committee to develop a strategic homelessness plan and appoint Council Members to the Committee**;** and
3. Provide direction to staff as needed.

Prepared by: Midori Lichtwardt, Interim City Manager

Approved by: Midori Lichtwardt, Interim City Manager

April 16, 2019

AGENDA ITEM 3.C

REQUEST

APPROVE THE PRELIMINARY FY2019-20 FIRE DEPARTMENT BUDGET FOR THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY

EXECUTIVE SUMMARY

This meeting is to request the city council approve the preliminary FY2019-20 fire department budget. The City of Tracy (City) and the Tracy Rural Fire Protection District (District) are the two member agencies comprising the South San Joaquin County Fire Authority (Authority). Operating funds from both member agencies comprise the budget for the Authority.

Per the joint powers agreement of the Authority, staff is to bring a preliminary budget to each member agency for approval prior to May 15 of each year. The Authority must also approve of a preliminary budget on or before May 15 of each year. It is the policy of the Authority to adopt a final budget on or before September 1, of each fiscal year.

DISCUSSION

The Authority operating budget is comprised of revenue from both member agencies. Each agency contributes their proportional share of the operating budget to the Authority.

The preliminary budget estimates incorporate projections for the operating expenses of the Authority. The department worked to keep budgeted expenditures for services and supplies flat while primarily adjusting for uncontrollable increases in personnel related expenses. Projected increases in personnel expenses reflect CalPERS adjustments, increasing health insurance costs, and salary increases as approved in existing labor contracts. In total, personnel related expenses are projected to increase by 6.5%. The department has identified four specific augmentations for services and supplies that are in addition to FY2018-19.

FY2019-20 Augmentations/Equipment Requests

The fire department included four augmentations for consideration in the FY2019-20 budget. The on-going augmentation request includes added costs for emergency dispatching services due to increased call volume. The other requests are one-time funds needed to conduct a communications system study, purchase necessary emergency medical services training aids, and firefighter protective clothing washing equipment (extractor) to comply with industry safety standards.

FY2019-20 Augmentations/Equipment	
Communications System Study	$108,000
Dispatch Services Increase (ongoing)	$29,000
EMS Training Equipment	$20,200
Personal Protective Equipment Extractor	$25,000
Total	**$182,200**

In the FY2018-19 budget, the department had over projected revenues recovered through the Community Risk Reduction program. It was projected that approximately $1M of revenue would be collected as a result of providing fire prevention services. The anticipated revenue for FY2018-19 is trending toward $400,000. The FY2018-19 assumption was based upon adoption of an updated fee schedule and the hiring of more staff to perform fee driven services. The fire department has now hired nearly all the staff approved in the FY2018-19 budget and an updated fee schedule is anticipated for FY2019-20. With an updated fee schedule that includes fire specific fees that are not blended with building fees, it is anticipated revenues will increase dramatically. The projected FY2019-20 projected revenue of $1,023,985 reflects an adjusted assumption based upon 70% cost recovery.

The following table illustrates projected expenditures by program area:

Program	FY2018-19	FY2019-20
Administration	$ 727,133	$ 816,150
Suppression	$17,671,480	$18,840,220
Community Risk Reduction (Prevention)	$ 1,405,228	$ 1,462,836
Training	$ 408,956	$ 427,924
Total projected expenses	$20,212,797	$21,547,130
Less Projected CCR Revenue	$ 1,043,000	$ 1,023,985
Total	$19,169,797	**$20,523,145**

FISCAL IMPACT

The cost sharing of the Authority budget between member agencies is determined in accordance with the *Section 5.4 Responsibility for Maintenance and Operations Costs* of the joint powers agreement. The cost split is determined as follows:

Divide the total number of daily-staffed positions within each member agency by the total number of daily-staffed positions within the Authority.

Member Agency	Daily Staffed Positions	% of Total
City of Tracy	15	72
Tracy Rural Fire District	6	28
Total	21	100

Operating Costs Less Revenues	FY2018-19	FY2019-20
Total Operating Expense	$20,212,797	$21,547,130
Estimated CCR Revenue	$ 1,043,000	$ 1,023,985
Total Operating Expenses less Revenue	$19,169,797	**$20,523,145**

If the preliminary budget is adopted as stated, the cost sharing by agency will be as follows:

Funding Source	% Cost Split	JPA Payment 2018-19	JPA Payment 2019-20
City of Tracy	72	$13,802,253	$14,776,664
Tracy Rural Fire District	28	$ 5,367,543	$5,746,481
	Total	$19,169,797	**$20,523,145**

Per the JPA Agreement, each member agency is required to fund forward 120 days' worth of operating expenses. This funding requirement would result in the City of Tracy funding approximately $4.9M million per installment, and the Tracy Rural Fire District funding approximately $1.9M per installment. After operating the inaugural year of the JPA, staff recommends that the JPA Agreement be amended to require each member agency to fund forward 180 days or 6-months' worth of funding. Funding 6-months' worth of funding would ensure the Authority does not run short of cash during peak times of year (e.g. mutual aid/fire season) when expenses may be greater.

RECOMMENDATION

It is recommended the City Council approve the preliminary fire department budget for FY2019-20.

Prepared by: David A. Bramell, Fire Division Chief

Reviewed by: Randall Bradley, Fire Chief
Karin Schnaider, Controller/Treasurer

Approved by: Midori Lichtwardt, Interim City Manager

RESOLUTION _____

APPROVING THE FY2019-20 PRELIMINARY BUDGET FOR THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY

WHEREAS, The City of Tracy and the Tracy Rural Fire Protection District formed the South San Joaquin County Fire Authority in order to provide fire services to both jurisdictions, and

WHEREAS, The Authority operating budget is comprised of revenue provided from its member agencies in accordance with the cost sharing formula within the Joint Powers Agreement, and

WHEREAS, The Joint Powers Agreement requires the preliminary budget to be approved by each member agency prior to May 15 of each year, and

WHEREAS, The Joint Powers Agreement requires the Authority to adopt a final budget on or before September 1 of each fiscal year, and

WHEREAS, The City of Tracy's proportionate share of Authority costs will be incorporated into the City's FY2019-20 budget once adopted, and

WHEREAS, The FY2019-20 Budget for the South County Fire Authority with budget expenses are broken down into programs as follows:

Fire Administration	$ 816,150
Fire Suppression	18,840,220
Community Risk Reduction	1,462,836
Fire Training	427,924
Total Fire Department Budget	**$21,547,130**

WHEREAS, Funding for the Authority budget is as follows:

City General Fund	$14,776,664
Fee Revenue	1,023,985
Tracy Rural Fire Protection District	5,746,481
Total	**$21,547,130**

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves the South San Joaquin County Fire Authority preliminary budget for FY2019-20 as detailed above.

* * * * * * * * * * * * * * * * *

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

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

April 16, 2019

AGENDA ITEM 6.A

REQUEST

APPOINT A NEW MEMBER TO SERVE ON THE PARKS AND COMMUNITY SERVICES COMMISSION

EXECUTIVE SUMMARY

There is currently one vacancy on the Parks and Community Services Commission. A recruitment was conducted and an appointment needs to be made.

DISCUSSION

There is currently one vacancy on the Parks and Community Services Commission. To fill the vacancy, the City Clerk's office conducted a recruitment from January 28, 2019, to February 19, 2019, during which time two applications were received. As stated in Resolution No. 2004-152, in the event there are not two or more applicants than the amount of vacancies, the filing deadline will be extended. The recruitment was extended beginning February 20, 2019, and ending on March 13, 2019. The City Clerk's office received six additional applications during the extended recruitment period.

On April 10, 2019, a Council subcommittee consisting of Mayor Pro Tem Young and Council Member Ransom interviewed the eight applicants. In accordance with Resolution No. 2004-152, the Council subcommittee will recommend one applicant for appointment to fill the remainder of a vacated term, which will begin on April 17, 2019, and end on January 30, 2020.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

That Council approve the subcommittee's recommendations and appoint Rajdeep Singh to the Parks and Community Services Commission to fill the remainder of a vacated term, which will begin on April 17, 2019, and end on January 30, 2020.

Prepared by: Adrianne Richardson, City Clerk

Reviewed by: Andrew Malik, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

April 16, 2019

AGENDA ITEM 6.B

REQUEST

APPOINT NEW MEMBERS TO SERVE ON THE TRANSPORTATION ADVISORY COMMISSION

EXECUTIVE SUMMARY

There is currently one vacancy and one upcoming term expiration on the Transportation Advisory Commission. A recruitment was conducted and appointments need to be made.

DISCUSSION

There is currently one vacancy on the Transportation Advisory Commission, and effective April 30, 2019, one commission member's term will expire. To fill the vacancies, the City Clerk's office conducted a recruitment from February 4, 2019, to February 25, 2019 during which time two applications were received. As stated in Resolution No. 2004-152, in the event there are not two or more applicants than the amount of vacancies, the filing deadline will be extended. The recruitment was extended beginning February 26, 2019, and ending on March 28, 2019. The City Clerk's office received five additional applications during the extended recruitment period.

On April 8, 2019, a Council subcommittee consisting of Mayor Pro Tem Young and Council Member Arriola interviewed the seven applicants. In accordance with Resolution No. 2004-152, the Council subcommittee will recommend one applicant for appointment to serve a four year term, which will begin on May 1, 2019, and end on April 30, 2023, and one applicant to fill the remainder of a vacated term, which will begin on April 17, 2019, and end on April 30, 2021.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

That Council approve the subcommittee's recommendations and appoint Jacob Hunter to the Transportation Advisory Commission to serve a four year term beginning May 1, 2019, and ending on April 30, 2023, and appoint Gary Cooper to fill the remainder of a vacated term, which will begin on April 17, 2019, and end on April 30, 2021.

Prepared by: Adrianne Richardson, City Clerk

Reviewed by: Andrew Malik, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager