

**AMENDED AGENDA
(Consent Item 1.G Removed
Consent Item 1.K Added)**

TRACY CITY COUNCIL

REGULAR MEETING AGENDA

Tuesday, April 7, 2020, 7:00 P.M.

City Council Chambers, 333 Civic Center Plaza, Tracy

Web Site: www.cityoftracy.org

**THIS REGULAR MEETING WILL BE CONDUCTED PURSUANT TO THE
PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDER N-35-20
WHICH SUSPENDS CERTAIN REQUIREMENTS OF THE RALPH M.
BROWN ACT**

**RESIDENTS ARE STRONGLY ENCOURAGED TO PARTICIPATE
REMOTELY AT THE APRIL 7, 2020 MEETING**

Remote Access to City of Tracy Council Meeting:

In accordance with the guidelines provided in Executive Order N-35-20 on social distancing measures, the City of Tracy will allow for remote participation at the upcoming City Council meeting on Tuesday, April 7, 2020.

As always, the public may view the City Council meetings live on the City of Tracy's website at www.CityofTracy.org or on Channel 26. To view from the website, select "Watch Live Council Meetings" from the drop down menu "Select an Online Service" at the top of the City's homepage. You will be directed to the "Council Meeting Videos" page where you may select the video for the appropriate date under "Upcoming Events."

Remote Public Comment:

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

- *Send comments via:*
 - *Email to publiccomment@cityoftracy.org, or*
 - *By phone by dialing (209) 831-6105, or*
 - *[Comment on City of Tracy's Facebook Live Broadcast.](#)*
- *Protocols for submitting comments by email:*
 - *If you wish to discuss an item on the "Consent Calendar" identify the item in your email's subject line. All requests to discuss an item on the "Consent Calendar" must be submitted before the Mayor announces that the time to submit such a request has expired.*
 - *Identify the item you wish to comment on in your email's subject line. Emailed comments will be accepted for the "Items from the Audience/Public Comment" and "Regular Items" portions of the agenda.*
 - *Emailed comments for the "Items from the Audience/Public Comment" portion of the agenda must be received by the time the Mayor opens that portion of the agenda for discussion.*
 - *Emailed comments on each "Regular Item" will be accepted until the Mayor announces that public comment for that item is closed.*
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- *Protocols for submitting comments by **phone**:*
 - *If you wish to discuss an item on the “Consent Calendar” identify the item when calling in. All requests to discuss an item on the “Consent Calendar” must be submitted before the Mayor announces that the time to submit such a request has expired.*
 - *Identify the item you wish to comment on to staff when calling in. Comments received by phone will be accepted for the “Items from the Audience/Public Comment” and “Regular Items” portions of the agenda.*
 - *Comments received by phone for the “Items from the Audience/Public Comment” portion of the agenda must be received by the time the Mayor opens that portion of the agenda for discussion.*
 - *Comments received by phone on each “Regular Item” will be accepted until the Mayor announces that public comment for that item is closed.*
- *Protocols for submitting comments **via City of Tracy Facebook Live Broadcast**:*
 - *Post your comment when the Mayor announces that members of the audience can request to discuss an item on the “Consent Calendar.” Requests will be accepted until the Mayor announces that the period to request an item from the “Consent Calendar” is closed.*
 - *Post your comment when the Mayor opens the portion of the agenda for “Items from the Audience/Public Comment.” Comments will be accepted until the Mayor announces that public comment for that item is closed.*
 - *Post your comment when the Mayor opens the portion of the agenda for “Regular Items.” Comments will be accepted until the Mayor announces that public comment for that item is closed.*
- *Each comment whether received by email, phone, or on Facebook Live, will be read aloud by a City staff member for up to five minutes, and up to the maximum time allotted for public comment.*
- *The total allotted time for public comment to be read aloud by a City staff member will be as follows:*
 - *Consent Calendar: **10 minutes***
 - *Items from the Audience: **15 minutes***
 - *Regular Items: **10 minutes***

Comments received by publiccomment@cityoftracy.org, phone call, or on Facebook Live outside of the comment periods outlined above will not be included in the record.

Americans With Disabilities Act - The City of Tracy complies with the Americans with Disabilities Act and makes all reasonable accommodations for the disabled to participate in Council meetings. Persons requiring assistance or auxiliary aids should call City Hall (209/831-6105) 24 hours prior to the meeting.

Addressing the Council on Items on the Agenda - The Brown Act provides that every regular Council meeting shall provide an opportunity for the public to address the Council on any item within its jurisdiction before or during the Council's consideration of the item, provided no action shall be taken on any item not on the agenda. To facilitate the orderly process of public comment and to assist the Council to conduct its business as efficiently as possible, members of the public wishing to address the Council are requested to, but not required to, hand a speaker card, which includes the speaker's name or other identifying designation and address to the City Clerk prior to the agenda item being called. Generally, once the City Council begins its consideration of an item, no more speaker cards will be accepted. An individual's failure to present a speaker card or state their name shall not preclude the individual from

addressing the Council. Each citizen will be allowed a maximum of five minutes for input or testimony. In the event there are 15 or more individuals wishing to speak regarding any agenda item including the "Items from the Audience/Public Comment" portion of the agenda and regular items, the maximum amount of time allowed per speaker will be three minutes. When speaking under a specific agenda item, each speaker should avoid repetition of the remarks of the prior speakers. To promote time efficiency and an orderly meeting, the Presiding Officer may request that a spokesperson be designated to represent similar views. A designated spokesperson shall have 10 minutes to speak. At the Presiding Officer's discretion, additional time may be granted. The City Clerk shall be the timekeeper.

Consent Calendar - All items listed on the Consent Calendar are considered routine and/or consistent with previous City Council direction. One motion, a second, and a roll call vote may enact the items listed on the Consent Calendar. No separate discussion of Consent Calendar items shall take place unless a member of the City Council, City staff or the public request discussion on a specific item.

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

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

Full copies of the agenda are available 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
ROLL CALL

1. CONSENT CALENDAR

- 1.A. ADOPTION OF MARCH 10 AND MARCH 17, AND MARCH 30, 2020 SPECIAL MEETING MINUTES, MARCH 17, 2020 CLOSED SESSION MINUTES, MARCH 18, 2020 EMERGENCY MEETING MINUTES
- 1.B. APPROVE A FOURTH EXTENSION TO 1998-1 AMENDMENT TO THE WASTEWATER TREATMENT DISCHARGE AGREEMENT WITH LEPRINO FOODS

- 1.C. APPROVE REAL PROPERTY PURCHASE AGREEMENTS BETWEEN THE CITY OF TRACY AND THREE PROPERTY OWNERS FOR ACQUISITION OF RIGHT-OF-WAY AND EASEMENTS REQUIRED FOR THE WIDENING OF CORRAL HOLLOW ROAD BETWEEN SCHULTE ROAD AND LINNE ROAD, CIP 73144
 - 1.D. WAIVE SECOND READING AND ADOPT ORDINANCE 1284, AN ORDINANCE OF THE CITY OF TRACY AMENDING CHAPTER 2.20 OF THE TRACY MUNICIPAL CODE TO INCLUDE ELECTRONIC RECORDS AND SIGNATURES, DELEGATE AUTHORITY VIA RESOLUTION TO CITY OFFICERS TO SIGN CONTRACTS, AND EXPAND THE USE OF COOPERATIVE PURCHASING AGREEMENTS
 - 1.E. APPROVE AMENDMENT NO. 1 TO THE GENERAL SERVICES AGREEMENT WITH DILLARD ENVIRONMENTAL SERVICES FOR LOADING, HAULING AND DISPOSAL OF WASTEWATER TREATMENT PLANT BIOSOLIDS
 - 1.F. APPROVE TASK ORDER NO. 9 WITH R. W. BRANDLEY, CONSULTING AIRPORT ENGINEERS, TO UPDATE THE AIRPORT LAYOUT PLAN AS REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION UNDER AIP #3-06-0259-021-2019, UNDER CIP 77583
 - 1.G. APPROVE GRANTING ACCESS AND UTILITY EASEMENTS TO GARY L. PATTERSON, et al., FOR MAGNON COMPANIES, ON THE NORTH SIDE OF EAST PESCADERO AVENUE, AND APPROVE AN OFFSITE IMPROVEMENT AGREEMENT WITH MAGNON COMPANIES (Item Removed)
 - 1.H. APPROVE THE FINAL SUBDIVISION MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 3996 SOUTHGATE LOT A, AND AUTHORIZE THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH THE SAN JOAQUIN COUNTY RECORDER
 - 1.I. ADOPT THE LIST OF PROPOSED PROJECTS FOR FISCAL YEAR 2020-2021 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017
 - 1.J. ADOPT RESOLUTION AUTHORIZING THE SUBMITTAL OF A PROJECT NOMINATION AND ALLOCATION REQUEST FOR THE LOW CARBON TRANSIT OPERATION PROGRAM (LCTOP), EXECUTION OF CERTIFICATIONS AND ASSURANCES, AND AUTHORIZING THE PARKS & RECREATION DIRECTOR TO EXECUTE FUNDING DOCUMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR ALLOCATION OF THE FY 2019-20 LCTOP FUNDS (\$51,691)
 - 1.K. DESIGNATE THE CITY MANAGER AS THE CITY'S AGENT FOR PURPOSES OF OBTAINING FEDERAL EMERGENCY FINANCIAL ASSISTANCE AND AUTHORIZE THE CITY MANAGER TO EXECUTE ALL FEDERAL, STATE, AND COUNTY DOCUMENTS RELATED TO COVID-19 EMERGENCY FORMS AND RELATED DOCUMENTS
2. ITEMS FROM THE AUDIENCE

3. REGULAR AGENDA

- 3.A. APPOINT ONE APPLICANT TO SERVE ON THE PLANNING COMMISSION AND THREE APPLICANTS TO SERVE ON THE MEASURE V RESIDENTS' OVERSIGHT COMMITTEE
- 3.B. DISCUSS 10-YEAR GENERAL FUND FORECAST AND CONSIDER FORMING A BUDGET COUNCIL STANDING OR AD HOC COMMITTEE TO GUIDE THE DEVELOPMENT OF A FISCAL SUSTAINABILITY PLAN
- 3.C. DISCUSS CITY'S RESPONSE TO COVID-19 (VERBAL REPORT)

4. ITEMS FROM THE AUDIENCE

5. STAFF ITEMS

6. COUNCIL ITEMS

7. ADJOURNMENT

March 10, 2020, 6:00 p.m.

Council Chambers, 333 Civic Center Plaza, Tracy

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

1. The meeting was called to order at 6:00 p.m.
2. Roll call found Council Members Arriola, Ransom, Vargas, Mayor Pro Tem Young, and Mayor Rickman present.
3. Items from the Audience - Conrad Levoit thanked Jenny Haruyama, City Manager for the publication of the new City newsletter.
4. CONSENT CALENDAR – Following the removal of consent items 4.I and 4.P by Council Member Vargas, 4.C, 4.D, 4.F, and 4.L by Mayor Pro Tem Young, motion was made by Council Member Vargas and seconded by Mayor Pro Tem Young to adopt the Consent Calendar. Roll call vote found all in favor; passed and so ordered.
 - 4.A. APPROVAL OF DECEMBER 19, 2019, AND FEBRUARY 25, 2020 SPECIAL MEETING MINUTES, AND FEBRUARY 18, 2020, REGULAR MEETING MINUTES – Minutes were approved
 - 4.B. ACCEPT THE CORRAL HOLLOW ROAD FRONTAGE IMPROVEMENTS FOR THE TRACY HILLS PHASE 1A PROJECT, CONSTRUCTED BY TRACY PHASE I, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ASSUME RESPONSIBILITY FOR THE FUTURE MAINTENANCE AND REPAIR, AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION, AND AUTHORIZE THE CITY ENGINEER TO RELEASE BONDS – Resolution 2020-034 accepted the Corral Hollow Road Frontage Improvements for the Tracy Hills Phase 1A project.
 - 4.E. ACCEPT THE CONSTRUCTION OF THE POLICE COMMUNICATIONS TOWER EQUIPMENT SHELTER CIP 71050A, COMPLETED BY RADCO CONSTRUCTION, OF CARSON CITY, NEVADA, AUTHORIZE THE CITY CLERK TO FILE 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 – Resolution 2020-035 accepted the construction of the Police Communications Tower Equipment Shelter.
 - 4.G. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH THE KPA GROUP, OF PLEASANTON, CALIFORNIA FOR AN UPDATE TO THE PUBLIC FACILITIES MASTER PLAN (CIP 71107) FOR A NOT-TO-EXCEED AMOUNT OF \$380,280 – Resolution 2020-036 approved the agreement with the KPA Group.
 - 4.H. ACCEPT OFFSITE IMPROVEMENTS FOR THE INDUSTRIAL PROPERTIES TRUST BUILDING 2 LOCATED AT 1207 EAST GRANT LINE ROAD, CONSTRUCTED BY IPT TRACY DC IV LLC, A DELAWARE LIMITED LIABILITY COMPANY, ASSUME RESPONSIBILITY FOR THEIR FUTURE MAINTENANCE AND REPAIR, ACCEPT ALL OFFERS OF DEDICATION OF PUBLIC RIGHTS OF WAY, AUTHORIZE THE CITY CLERK

TO FILE NOTICE OF COMPLETION, AND AUTHORIZE THE CITY ENGINEER TO RELEASE BONDS – Resolution 2020-037 accepted the improvements for the Industrial Properties Trust Building 2.

- 4.J. AUTHORIZE THE SUBMISSION OF A UNITED STATES DEPARTMENT OF JUSTICE (DOJ) COMMUNITY ORIENTED POLICING SERVICES (COPS) GRANT APPLICATION FOR A PROJECTED AMOUNT OF \$1,607,287 FOR THE HIRING OF THREE POLICE OFFICERS, WITH THE PROJECTED CITY MATCH FUNDS OF \$1,232,287, APPROVE AN ADDITIONAL \$90,000 FOR PROJECTED OVERTIME AND OTHER COSTS NOT COVERED BY THE GRANT FUNDS; AND AUTHORIZE THE CITY MANAGER TO ACCEPT THE \$375,000 GRANT, IF AWARDED – Resolution 2020-038 authorized the submission of a United States Department of Justice Community Oriented Policing Services Grant Application.
- 4.K. APPROVE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF TRACY AND NBS GOVERNMENT FINANCE GROUP FOR THE ANALYSES OF FINANCE PROCESS INCREASING THE NOT TO EXCEED AMOUNT BY \$20,000 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$140,500 – Resolution 2020-039 approved Amendment No. 2 to the Professional Services Agreement with NBS Government Finance Group.
- 4.M. AUTHORIZE A LEAVE OF ABSENCE FOR TRACY TRANSPORTATION ADVISORY COMMISSIONER JACOB HUNTER – Resolution 2020-040 authorized the leave of absence.
- 4.N. ACCEPT THE CONSTRUCTION OF A PARTIAL DEMOLITION OF THE EXISTING WESTSIDE MARKET LOCATED AT 729/741 N. CENTRAL AVENUE FOR THE DOWNTOWN RESTAURANT/BREW PUB PROJECT, CIP 79364, COMPLETED BY CENTRAL VALLEY ENVIRONMENTAL OF FRESNO, CALIFORNIA, AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION, AND AUTHORIZE THE CITY ENGINEER TO RELEASE THE BONDS AND RETENTION PAYMENT – Resolution 2020-041 accepted the construction of a partial demolition of the existing Westside Market completed by Central Valley Environmental.
- 4.O. ACCEPT THE STREET LIGHT INSTALLATION AND CONDUIT REPAIR PROJECT, CIP 72112, COMPLETED BY PACIFIC EXCAVATION, INC., OF ELK GROVE, CALIFORNIA, AUTHORIZE THE CITY CLERK TO FILE 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 – Resolution 2020-042 accepted the Street Light Installation and Conduit Repair Project completed by Pacific Excavation, Inc.
- 4.Q. APPROVE THE PLACEMENT OF A PLAQUE COMMEMORATING THE THIRTY YEAR ANNIVERSARY OF THE PARTNERSHIP BETWEEN SISTER CITY ASSOCIATION OF TRACY AND MEMURO, JAPAN IN KEN YASUI PARK PER CITY STANDARD POLICY AND PROCEDURES – Resolution 2020-043 approved the placement of a plaque.

- 4.C. ACCEPT THE CONSTRUCTION OF THE SIDEWALK, CURB & GUTTER REPAIRS FY 16-17 PROJECT – CIP 73157, COMPLETED BY SUNRISE GRADING & PAVING OF BRENTWOOD, 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

Mayor Pro Tem Young pulled the item to ask about the City's liability if billed, since the organization is no longer in existence, and the \$32,938 amount for expenses.

Leticia Ramirez, City Attorney, and Karin Schnaider, Finance Director responded to Mayor Pro Tem Young's questions.

No one from the public wished to speak.

City Council questions and comments followed.

ACTION: Motion was made by Mayor Pro Tem Young and seconded by Council Member Vargas to adopt a **Resolution 2020-044** accepting the construction of the sidewalk, curb & gutter repairs FY 16-17 Project CIP 73157 completed by Sunrise Grading & Paving of Brentwood, 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. Roll call found all in favor, passed and so ordered.

- 4.D. ACCEPT THE SENIOR CENTER ENTRANCE DOORS REPLACEMENT PROJECT, CIP 71093 (PHASE 1), COMPLETED BY CAPITOL DOOR SERVICE, INC., OF SACRAMENTO, 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

Mayor Pro Tem Young pulled the item for clarification regarding the budget remaining line item (\$4,000) for Phase 1 – Entrance door replacement at the Senior Center, stating it is unclear that the funds transferred from item 4.D. to item 4.F., and requested consistency.

Council Member Ransom clarified with Mayor Pro Tem Young, that she is requesting an amendment to item 4.D. to show how much money was left and identify that it will be allocated to Phase 2 of project.

No one from the public wished to speak.

City Council questions and comments followed.

ACTION: Motion was made by Mayor Pro Tem Young to amend item 4.D. to reflect the balance of \$4,000 be returned from Phase 1 to Phase 2 of CIP 71093.

Council Member Ransom made a friendly amendment to the motion to correct the CIP as 78155. Mayor Pro Tem Young accepted the friendly amendment.

ACTION: Motion was made by Mayor Pro Tem Young and seconded by Council Member Ransom to adopt **Resolution 2020-045** accepting the Senior Center entrance door replacement project CIP 71093 (Phase 1) completed by Capitol Door Service Inc., of Sacramento, 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, and amend the item to reflect the balance of \$4,000 be moved from Phase 1 to Phase 2 of CIP 78155. Roll Call found all in favor; passed and so ordered.

(Item 4.D. was reopened following Consent Item 4.P.)

- 4.F. ACCEPT THE CONSTRUCTION OF THE SENIOR CENTER UPGRADE/EXPANSION CIP 71093 (PHASE 2) AND CIP 78155, COMPLETED BY DIEDE CONSTRUCTION, 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

Mayor Pro Tem Young pulled the item to ask for clarification as to where the unused funds will be utilized, considering that the funds came from four different sources.

Karin Schnaider, Finance Director responded to Mayor Pro Tem Young's questions.

No one from the public wished to speak.

City Council questions and comments followed.

ACTION: Motion was made by Council Member Vargas and seconded by Mayor Pro Tem Young to adopt a **Resolution 2020-046** accepting the construction of the Senior Center Upgrade/Expansion Project CIP 71093 (Phase2) and CIP 78155, completed by Diede Construction of Lodi, California, authorizing the City Clerk to file the Notice of Completion, authorizing the finance department to close the project. Roll call found all in favor, passed and so ordered.

- 4.I. RECEIVE AND AUTHORIZE STAFF TO SUBMIT THE ANNUAL PROGRESS REPORT FOR 2019 AND ANNUAL ELEMENT PROGRESS REPORT FOR 2019 TO THE OFFICE OF PLANNING AND RESEARCH, AND STATE HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT REGARDING THE IMPLEMENTATION OF THE GENERAL PLAN AND THE HOUSING ELEMENT

Council Member Vargas pulled the item to ask how the City is doing with RHNA numbers, building permits, are there more needs for development, and are there more needs than supply.

Kimberly Matlock, Associate Planner provided the staff report.

No one from the public wished to speak.

City Council questions and comments followed.

ACTION: Motion was made by Council Member Vargas and seconded by Council Member Arriola to adopt a **Resolution 2020-047** authorizing staff to submit the annual progress report and the annual element progress report for calendar year 2019 to the Office of Planning and Research and State Housing and Community Development Department regarding the implementation of the general plan and housing element. Roll call found all in favor, passed and so ordered.

- 4.L. APPROVE AN APPROPRIATION OF \$150,000 FROM THE TRANSPORTATION DEVELOPMENT ACT FUND 241; AUTHORIZE AN INCREASE OF THE CONTINGENCY AMOUNT TO \$974,528 FOR THE MACARTHUR DRIVE WIDENING AND RECONSTRUCTION PROJECT, CIPs 73126 AND 72073, FEDERAL PROJECT NUMBER STPL-5192(033); AND AUTHORIZE THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE APPROVED AMOUNT

Mayor Pro Tem Young pulled the item to ask if the striping is causing additional time.

Robert Armijo, City Engineer responded to Mayor Pro Tem Young's questions.

No one from the public wished to speak.

There were no comments from City Council.

ACTION: Motion was made by Council Member Vargas and seconded by Council Member Arriola to adopt **Resolution 2020-048** approving an appropriation of \$150,000 from the Transportation Development Act Fund 241; authorizing an increase of the contingency amount \$974,528 for MacArthur Drive Widening and Reconstruction Project, CIP 73126 and 72073, Federal Project Number STPL 5192(033); and authorizing the City Manager to approve change orders up to the approved amount. Roll call vote found all in favor, passed and so ordered.

- 4.P. APPROVE A THIRD EXTENSION TO THE AGREEMENT FOR PROPERTY TAX ALLOCATION UPON ANNEXATION BETWEEN THE COUNTY OF SAN JOAQUIN AND THE CITY OF TRACY

Council Member Vargas pulled the item to confirm that the tax sharing extension would last for the next seven years.

Karin Schnaider, Finance Director responded to questions.

Robert Tanner asked if the City was going to renegotiate the tax allocation annexation or wait seven years.

City Council questions and comments followed.

ACTION: Motion was made by Council Member Vargas and seconded by Mayor Pro Tem Young to adopt a **Resolution 2020-049** approving a third extension to the

Agreement for Property Tax Allocation Upon Annexation Between the County of San Joaquin and the City of Tracy. Roll call vote found all in favor, passed and so ordered.

Mayor Pro Tem Young requested to revisit Consent Item 4.D. to amend the CIP which should be 71093 Phase 2, and striking the friendly amendment.

Karin Schnaider, Finance Director clarified that both Phase 1 and Phase 2 are CIP 71093, and the funds are not moving to CIP 78155.

ACTION: Motion was made by Council Member Vargas and seconded by Council Member Arriola to reopen Consent Item 4.D. Roll call found all in favor; passed and so ordered.

No one from the public wished to speak

ACTION: Motion was made by Mayor Pro Tem Young and seconded by Council Member Ransom to amend the resolution for Item 4.D. to include budget remaining in CIP 71093 Phase 1 (\$4,000) to transfer to CIP 71093 Phase 2. Roll call found all in favor; passed and so ordered.

5. PUBLIC HEARING TO CONSIDER CITY'S RECOMMENDATION FOR AWARD OF LOCAL PRIORITY FUNDING ALLOCATIONS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS FOR FISCAL YEAR 2020-2021 AND AUTHORIZE THE ASSISTANT CITY MANAGER TO EXECUTE THE FUNDING AGREEMENTS FOR THE PROGRAM

Vanessa Carrera, Economic Development Management Analyst provided the staff report and presentation.

Mayor Rickman opened the public hearing.

Barbara Pombo spoke about transitional housing services and some of the benefits that have been provided to individuals by Tracy Community Connections.

Clara Stiles commended commissioners on reading and scoring of all the applications and being fair and equitable. Ms. Stiles requested an explanation on why left over funding was sent to McHenry House.

Conrad Levoit stated the scoring sheet used in the past was different from the current one and referred to Attachment A of the staff report. Mr. Levoit commended staff and commissioners on their professionalism.

Mayor Rickman closed the public hearing.

City Council questions and comments followed.

ACTION: Motion made by Council Member Vargas and seconded by Council Member Ransom to adopt a **Resolution 2020-050** recommending the award of Local Priority Funding Allocations for Community Development Block Grant (CDBG) and Home Investment

Partnerships Program (HOME) funds for fiscal year 2020-2021. Roll call vote found all in favor; passed and so ordered.

6. ACCEPT THE CITY OF TRACY POLICE DEPARTMENT'S ANNUAL REPORT FOR 2019

Alex Neicu, Police Captain presented the staff report.

Robert Tanner asked about the following: DUI breakdown by age, narcotic destruction and if that includes the containers inside the Police Department; unsafe building demolition; and status of the Great Plate.

City Council questions and comments followed.

Council Member Ransom requested a memo clarifying youth and DUI correlation. Council Member Vargas seconded the request.

Council Member Vargas requested adding to the memo what the Police Department or City can do to increase the prosecution rate. Mayor Rickman seconded the request.

Mayor Rickman requested adding to the memo a breakdown of prosecution rates by type of crime going back five years. Mayor Pro Tem Young seconded the request.

ACTION: Motion made by Council Member Arriola and seconded by Council Member Vargas to adopt **Resolution 2020-051** accepting the City of Tracy Police Department's Annual Report for 2019. Roll call vote found all in favor; passed and so ordered.

7. CONSIDER DECLARING A SHELTER CRISIS PURSUANT TO GOVERNMENT CODE 8698 ET SEQ. TO FACILITATE THE ESTABLISHMENT OF A TEMPORARY WARMING CENTER FOR THE HOMELESS AND RECEIVE UPDATE ON REQUESTS FOR PROPOSALS FOR WARMING CENTER AND SAFE PARKING SERVICES

Midori Lichtwardt, Assistant City Manager presented the staff report.

Robert Tanner asked the City to take time to develop a long range plan for a warming center for the coming winter.

Arch Bakerink requested City Council adopt a resolution declaring a shelter crisis.

Mary Mitracos requested City Council adopt a resolution declaring a shelter crisis.

Wayne Templeton requested City Council adopt a resolution declaring a shelter crisis.

City Council questions and comments followed.

ACTION: Motion made by Mayor Pro Tem Young and seconded by Council Member Arriola to adopt **Resolution 2020-052** declaring a shelter crisis pursuant to Government Code Section 8698 ET SEQ. to facilitate the establishment of a temporary warming center to provide shelter to the homeless. Roll call vote found Council Members Arriola,

Ransom, Vargas and Mayor Pro Tem Young in favor; passed and so ordered. Mayor Rickman abstained from voting on the item.

8. ADJOURNMENT – Time: 8:37 p.m.

ACTION: Motion was made by Council Member Ransom and seconded by Mayor Pro Tem Young 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 5, 2020. The above are action minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

March 17, 2020, 5:00 p.m.

Council Chambers, 333 Civic Center Plaza, Tracy

1. CALL TO ORDER – Mayor Rickman called the meeting to order at 5:00 p.m. for the purpose of a closed session to discuss the items outlined below.
2. ROLL CALL – Roll call found Council Members Arriola, Vargas and Mayor Rickman present. Council Member Ransom and Mayor Pro Tem Young absent.
3. ITEMS FROM THE AUDIENCE – None
4. CLOSED SESSION
 - a. Threat to Public Services or Facilities (Gov. Code § 54957)
 - i. Consultation with Tracy Police Department Chief of Police and South San Joaquin County Fire Authority Fire Chief
5. RECESS TO CLOSED SESSION - Motion was made by Council Member Vargas and seconded by Council Member Arriola to recess the meeting to closed session at 5:01 p.m. Roll call vote found Council Members Arriola, Vargas and Mayor Rickman in favor; passed and so ordered. Council Member Ransom and Mayor Pro Tem Young absent.

Council Member Ransom arrived at 5:05 p.m.

Mayor Pro Tem Young arrived at 5:08 p.m.
6. RECONVENE TO OPEN SESSION – The meeting reconvened to open session at 6:30 p.m.
7. REPORT OF FINAL ACTION – There was no report of final action.
8. ADJOURNMENT – Time: 6:31 p.m.

ACTION: Motion was made by Council Member Vargas and seconded by Council Member Arriola to adjourn. Roll call found Council Members Arriola, Ransom, Vargas and Mayor Rickman in favor; passed and so ordered. Mayor Pro Tem Young absent.

The agenda was posted at City Hall on March 16, 2020. The above are action minutes.

Mayor

ATTEST:

City Clerk

March 17, 2020, 6:30 p.m.

Council Chambers, 333 Civic Center Plaza, Tracy

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

1. The meeting was called to order at 6:31 p.m.
2. Roll call found Council Members Arriola, Ransom, Vargas, Mayor Pro Tem Young, and Mayor Rickman present.
3. Items from the Audience – There were no comments from the audience.
4. CONSENT CALENDAR – Motion was made by Mayor Pro Tem Young and seconded by Council Member Arriola to adopt the consent calendar. Roll call found all in favor; passed and so ordered.
 - 4.A. ADOPTION OF THE CITY OF TRACY LOCAL HAZARD MITIGATION PLAN – Resolution 2020-053 adopted the Local Hazard Mitigation Plan.
5. APPROVE A PROCLAMATION CONFIRMING THE EXISTENCE OF A LOCAL EMERGENCY RELATING TO THE NOVEL CORONAVIRUS (COVID-19) AND DISCUSS CITY EFFORTS TO RESPOND TO THIS EMERGENCY

Jenny Haruyama, City Manager provided the staff report and presentation.

Bianca Rodriguez, Deputy City Attorney read a comment received by email from Martha Villarreal into the record. Ms. Villarreal urged City Council to implement a shelter in place order to contain and mitigate the virus for the health and safety of the residents of Tracy.

City Council questions and comments followed.

Ms. Haruyama summarized the following City Council consensus:

- Bring back information on a moratorium on evictions for duration of 60 days.
- Convene Council through conference call to provide more information on the multi-agency coordination meeting that will help determine whether to move forward with the shelter-in-place decision.
- Reach out to Sutter and Kaiser Hospitals and health care providers to determine if they have child care needs or other needs that the City could collaborate with that would not be a conflict.
- Pursue application for potential trailers to house homeless individuals.
- Bring back a policy for retailers that could set aside hours for the vulnerable population.
- Strong messaging through social media and press releases to encourage the community to practice social distancing, good hygiene, home isolation, remote working and align with the Centers for Disease Control and Prevention's (CDC) recommendation for 15 days.
- Research retailers implementing limits on purchase of essential items during the emergency period.

ACTION: Motion was made by Council Member Vargas and seconded by Council Member Arriola to approve Proclamation 2020 confirming the existence of a local emergency relating to the Novel Coronavirus (COVID-19) and the City of Tracy's response to this emergency. Roll call vote found all in favor; passed and so ordered.

6. ADJOURNMENT – Time: 7:28 p.m.

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

The above agenda was posted at the Tracy City Hall on March 16, 2020. The above are action minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

March 18, 2020, 7:00 p.m.

Council Chambers, 333 Civic Center Plaza, Tracy

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

1. The meeting was called to order at 7:05 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. CONSIDER A DIRECTIVE PURSUANT TO CHAPTER 3.24 OF THE TRACY MUNICIPAL CODE DIRECTING ALL INDIVIDUALS LIVING IN THE CITY OF TRACY TO SHELTER AT THEIR PLACE OF RESIDENCE EXCEPT TO PROVIDE OR RECEIVE CERTAIN ESSENTIAL SERVICES OR ENGAGE IN CERTAIN ESSENTIAL ACTIVITIES AND WORK FOR ESSENTIAL BUSINESSES AND GOVERNMENT SERVICES; DIRECTING ALL BUSINESSES AND GOVERNMENTAL AGENCIES TO CEASE NON-ESSENTIAL OPERATIONS AT PHYSICAL LOCATIONS IN THE CITY; PROHIBITING ALL NON-ESSENTIAL GATHERINGS OF ANY NUMBER OF INDIVIDUALS

Jenny Haruyama, City Manager provided the staff report.

Leticia Ramirez, City Attorney explained the proposed directive to shelter in place.

Bianca Rodriguez, Deputy City Attorney read the comments submitted by Barbara Lawson who shared her concerns regarding the directive to shelter in place.

Council Member Arriola requested a five minute recess to allow Council to review the directive. City Council agreed and recessed at 7:16 p.m. to review the document.

Mayor Rickman reconvened the meeting at 7:34 p.m.

City Council questions and discussion followed.

City Council provided the following revisions to the directive:

Section 4 – add language: *in their home or residence*

Section 10 (c) – add language: *the construction and development of any housing, and the construction or development of commercial and industrial facilities*

Section 10 (f) (iii) – add language: *food processing*

The word 'orders' should be replaced with 'directive' in the Now Therefore language before Section 1.

Section 4 – replace prohibited with discouraged

Section 5 – replace prohibited with discouraged

Section 5 – add skateboarding

Section 10 (a) (iii) – add skateboarding and biking

Section 10 (f) (xxi) – add language: *or individuals engaging in essential activities*

Section 10 (d) (i) – Following language ‘Group of more than ten individuals are discouraged from gathering at parks’, was moved to Section 10 (a) (iii)

ACTION: Motion was made by Council Member Vargas and seconded by Council Member Arriola to adopt a Directive of the Director of Emergency Services and City Council of the City of Tracy directing all individuals in the City to shelter at their place of residence except to provide or receive certain essential services or engage in certain essential activities and work for essential businesses and government services; directing all businesses and governmental agencies to cease non-essential operations at physical locations in the City; prohibiting all non-essential gatherings of any number of individuals. Directive to include amendments listed above as requested by City Council. Roll call vote found all in favor; passed and so ordered.

5. ADJOURNMENT – Time: 8:31 p.m.

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

The above agenda was posted at the Tracy City Hall on March 18, 2020. The above are action minutes. A recording is available at the office of the City Clerk.

ATTEST:

Mayor

City Clerk

March 30, 2020, 6:00 p.m.

Council Chambers, 333 Civic Center Plaza, Tracy

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

1. The meeting was called to order at 6:00 p.m.
2. Roll call found Council Members Arriola, Vargas, Mayor Pro Tem Young, and Mayor Rickman present. Council Member Ransom absent.

Council Member Ransom arrived at 6:03 p.m.

3. Items from the Audience – Mayor Rickman called for a five minute break to allow for members of the public to submit their comments remotely.

Gina Peace read the following public comments received by email into the record:

Arch Bakerink regarding homeless warming center.

Jacob Hunter encouraged City leadership to work with the Tracy Unified School District on addressing the COVID-19 issue proactively versus reactively.

Geoff Faulkner stated the audio was really loud.

Linda Payang shared her concerns regarding measures against the spread of the Coronavirus in Tracy and the County, and provided preventive actions to fight the virus.

Bianca Rodriguez, Deputy City Attorney read public comments received by Facebook Live into the record.

Don Atkinson asked if high schools will have graduations.

Patrick Hamilton stated he should read the agenda now.

Thomas Aguilar asked if social distancing has worked in the City of Tracy.

Joe Masquelier asked of the COVID cases reported in San Joaquin County what are the specific cases coming out of Tracy both in confirmed case numbers and mortality, and is the City performing any contact tracing for COVID cases in San Joaquin.

4. CONSENT CALENDAR – Mayor Rickman announced he will provide one minute for members of the public to pull the consent item remotely for discussion. No one from the public or City Council pulled the consent item for discussion.

- 4.A. FIND THAT IT IS IN THE BEST INTEREST OF THE CITY TO FORGO THE FORMAL REQUEST FOR PROPOSAL PROCESS AND APPROVE LEGAL SERVICES AGREEMENT WITH PRICE, POSTEL, & PARMA LLP FOR LEGAL SERVICES RELATED TO THE ACQUISITION OF PROPERTY, INCLUDING EMINENT DOMAIN LITIGATION - **Resolution 2020-054**

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

5. DISCUSSION ITEM

- 5.A ADOPT AN URGENCY ORDINANCE EXTENDING CERTAIN DEVELOPMENT RELATED DEADLINES AND AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS REGARDING PUBLIC IMPROVEMENT AGREEMENTS, GRANT APPLICATIONS AND PROFESSIONAL AND GENERAL SERVICES AGREEMENTS AND ACCEPTING IMPROVEMENTS DURING THIS LOCAL EMERGENCY

Leticia Ramirez, City Attorney provided the staff report.

Mayor Rickman called for a five minute break to allow for members of the public to submit their comments remotely.

Bianca Rodriguez, Deputy City Attorney read a comment received by Cathy Doucette Robertson via Facebook Live who supported infrastructure improvements specifically Corral Hollow Road improvements.

City Council questions and comments followed.

Jenny Haruyama, City Manager summarized the following Council consensus:

- A weekly memo advising Council of actions to be taken and also include a pipeline list of what is to be expected over the duration of the ordinance.
- If there is an issue two Council members can ask for an item to be on the agenda.
- Create something on the web for the community to see what is happening over the next 30-60 days.

Mayor Rickman requested the City Clerk read the title of the proposed Urgency Ordinance.

Adrianne Richardson, City Clerk read the title of the proposed Urgency Ordinance.

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Arriola to waive the reading of the full text and adopt Urgency Ordinance 1285 of the City of Tracy extending certain deadlines and authorizing the City Manager to take certain actions regarding Public Improvement Agreements, Grant Applications and Professional and General Services Agreements and

accepting improvements during this local emergency. Roll call vote found all in favor; passed and so ordered.

Council Member Vargas requested a friendly amendment to include 60 calendar days in the title of the Urgency Ordinance. Council Member Ransom and Council Member Arriola agreed to the friendly amendment.

6. STAFF ITEMS – Jenny Haruyama, City Manager provided an update on National, State and Regional levels including City actions related to COVID-19 pandemic, and responded to City Council's questions.
7. ADJOURNMENT – Time: 7:10 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 27, 2020. The above are action minutes. A recording is available at the office of the City Clerk.

ATTEST:

Mayor

City Clerk

April 7, 2020

AGENDA ITEM 1.B

REQUEST

APPROVE A FOURTH EXTENSION TO 1998-1 AMENDMENT TO THE WASTEWATER TREATMENT DISCHARGE AGREEMENT WITH LEPRINO FOODS

EXECUTIVE SUMMARY

Leprino Foods (Leprino) is one of the oldest manufacturing facilities in the City of Tracy specializing in various type of cheese and other edible items. Leprino has operated pretreatment facilities on City property under an agreement at the Wastewater Treatment Plant (WWTP) for over 40 years to reduce the strength of their wastewater effluent. The initial agreement from 1977 had a term of 20 years and was renewed in 1998 with an agreement referred to as the "1998-1 Amendment." The term of the 1998-1 Amendment was to expire on June 30, 2018, and both staff and Leprino started negotiating the terms of a new agreement. A total of three extensions to the agreement were approved by City Council to facilitate negotiations. The last extension expires on March 31, 2020. However, negotiations for the new agreement are still in the last phases and have not concluded. Therefore, staff recommends approval of an extension of the term of the existing agreement up to July 31, 2020. All other terms of the existing agreement remain unchanged.

DISCUSSION

In 1977, the City and California Cooperative Creamery entered into an agreement for pretreatment of food process wastewater in the City's WWTP. In 1977, this agreement was assigned to Leprino. This agreement allows Leprino to bring their food process wastewater through a privately owned and maintained pipe to their pretreatment facility located in the City's Wastewater Treatment Plant. Aerated lagoons are used to reduce strength of Leprino's wastewater resulting in reduced billing to Leprino for wastewater treatment. In 1998, the agreement was modified by amendment to extend the term of the agreement until 2018 (20 years). The 1998-1 Amendment also updated other terms of the agreement.

Prior to the expiration of the agreement, both the City and Leprino started negotiations for extension of this agreement. Leprino Foods is the largest discharger to the City's WWTP. Since 1998, a number of regulatory requirements have changed and the City's WWTP has undergone various improvements. The City Council authorized three extensions to the existing agreement until March 31, 2020, to facilitate completion of the negotiations. Another extension to the agreement is requested until July 31, 2020 to finalize terms of the agreement. The City and Leprino will continue working diligently to finalize the agreement prior to bringing it for Council's consideration.

STRATEGIC PLAN

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

FISCAL IMPACT

The term of the new agreement will address the new rent and responsibilities of both the City and Leprino.

RECOMMENDATION

That the City Council, by resolution, approve the Fourth Extension to the 1998-1 Amendment to the Wastewater Treatment Discharge Agreement with Leprino Foods until July 31, 2020.

Prepared by: Steve Bayley, Project Specialist

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

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A: Fourth Extension to the 1998-1 Amendment to Wastewater Treatment Discharge Agreement

**FOURTH EXTENSION TO
1998-1 AMENDMENT TO WASTEWATER TREATMENT
DISCHARGE AGREEMENT**

This Fourth Extension to 1998-1 Amendment to Wastewater Treatment Discharge Agreement (“Fourth Extension”), effective as of the 1st day of April, 2020 (the “Effective Date”), is entered into by and between the City of Tracy, a municipal corporation (“City”) and Leprino Foods Company, a Colorado corporation (“Leprino”). The City and Leprino may be referred to herein collectively as the “Parties,” or individually as a “Party,” as the case may be.

RECITALS

A. On or about April 27, 1977, the City entered into a Wastewater Treatment Discharge Agreement with California Cooperative Creamery (the “1977 Agreement”) by which, among other things, California Cooperative Creamery agreed to construct a Water Pollution Control Pretreatment Facility (“Pretreatment Facility”) on City property, and an 8 inch line from the Pretreatment Facility to the City’s wastewater treatment facility (the “Treatment Facility”). In return for this and other consideration, the City agreed, among other things, to lease the City property to California Cooperative Creamery, and to allow California Cooperative Creamery to discharge specified amounts and strengths of wastewater from the Pretreatment Facility to the Treatment Facility.

B. On or about June 1, 1977, California Cooperative Creamery assigned all rights and delegated all duties under the 1977 Agreement to Leprino.

C. On or about June 1, 1998, the Parties entered into the City of Tracy 1998-1 Amendment to Wastewater Treatment Discharge Agreement (the “Amendment”), which amended the 1977 Agreement. Among other things, the Amendment allowed Leprino to use additional City property to construct a supplemental pretreatment facility and discharge additional amounts of wastewater to the Treatment Facility. In exchange therefore, Leprino agreed to pay an additional lease payment to the City and agreed to construct, operate, and maintain the supplemental pretreatment facility.


D. Pursuant to Section 2 of the Amendment, the term thereof was to expire on June 30, 2018. On or about June 19, 2018 the Parties entered into the Extension to the 1998-1 Amendment to Wastewater Treatment Discharge Agreement which modified the term to June 30, 2019. On June 18, 2019 the Parties entered into the Second Extension to the 1998-1 Amendment to the Wastewater Treatment Discharge Agreement which modified the term to December 30, 2019. On December 17, 2019 the Parties entered into the Third Extension to the 1998-1 Amendment to the Wastewater Treatment Discharge Agreement which modified the term to March 31, 2020. Accordingly, so that the Parties may negotiate in good faith to reach a new agreement (“New Agreement”) regarding Leprino’s pretreatment and discharge of wastewater, as well as Leprino’s use of City-owned land, the Parties desire to extend the Amendment.

EXTENSION

NOW, THEREFORE, For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties, and further in consideration of the mutual promises and covenants herein, it is agreed by and between the Parties as follows:

1. Accuracy of Recitals. The Recitals are hereby incorporated into this Fourth Extension as express terms and conditions.
2. Extension of Term. The term set out in the Amendment shall be extended until July 31, 2020.
3. New Agreement. During the time by which this Fourth Extension modifies the Amendment, the parties agree to negotiate, in good faith, to develop and execute the New Agreement.
4. Legal effect. Except as expressly modified by this Fourth Extension, all of the terms and conditions of the Amendment shall remain unchanged and in full force and effect.
5. Counterparts. This Extension may be executed in one or more counterparts. All counterparts so executed shall constitute one Amendment, binding on all Parties, even though all Parties are not signatory to the same counterpart. Facsimiles (including PDFs) of counterparts shall be binding as originals.

IN WITNESS WHEREOF, The Parties execute this Fourth Extension to 1998-1 Amendment to Wastewater Treatment Discharge Agreement.

City of Tracy	Leprino Foods Company
By: _____ Robert Rickman, Mayor	By:  _____ Print Name: <u>Joel N. Krein</u>
Date: _____	Print Title: <u>Vice President - Technical Services Operations</u>
ATTEST	Date: <u>3-10-20</u>
By: _____ Adrianne Richardson, City Clerk	
APPROVED AS TO FORM	
By: _____ City Attorney	

RESOLUTION 2020-_____

APPROVING A FOURTH EXTENSION TO 1998-1 AMENDMENT TO THE
WASTEWATER TREATMENT DISCHARGE AGREEMENT WITH LEPRINO FOODS

WHEREAS, Leprino Foods (Leprino) has operated pretreatment facilities on City property at the Wastewater Treatment Plant (WWTP) for over 40 years, and

WHEREAS, In 1977, the City and California Cooperative Creamery entered into an agreement for pretreatment of food process wastewater in the City's WWTP, and

WHEREAS, In 1977, this agreement was assigned to Leprino, and

WHEREAS, In 1998, the agreement was modified by amendment to extend the term of the agreement until 2018 (20 years), and

WHEREAS, On June 19, 2018, City Council authorized extension of this agreement until June 30, 2019 (Resolution No. 2018-112), and

WHEREAS, On June 18, 2019, City Council authorized a second extension of this agreement until December 31, 2019 (Resolution No. 2019-119), and

WHEREAS, On December 17, 2019, City Council authorized a third extension of this agreement until March 31, 2020 (Resolution 2019-242), and

WHEREAS, Leprino and the City have been negotiating to enter into an updated agreement, however, more time is needed so that the City and Leprino can continue to work diligently to finalize the agreement, and

WHEREAS, A fourth extension extending the term of the Agreement until July 31, 2020 is needed, and

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves a Fourth Extension to the 1998-1 Amendment to Wastewater Treatment Discharge Agreement with Leprino Foods until July 31, 2020.

* * * * *

The foregoing Resolution 2020-_____ was adopted by Tracy City Council on the 7th day of April, 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

April 7, 2020

AGENDA ITEM 1.C

REQUEST

APPROVE REAL PROPERTY PURCHASE AGREEMENTS BETWEEN THE CITY OF TRACY AND THREE PROPERTY OWNERS FOR ACQUISITION OF RIGHT-OF-WAY AND EASEMENTS REQUIRED FOR THE WIDENING OF CORRAL HOLLOW ROAD BETWEEN SCHULTE ROAD AND LINNE ROAD, CIP 73144

EXECUTIVE SUMMARY

The Corral Hollow Road Widening Project from Old (West) Schulte Road to Linne Road requires acquisition of portions of real properties for right-of-way (ROW) and construction easements from fifty-five (55) properties fronting the roadway. The City and its consultant, Associated Right of Way, Inc. (Consultant), have been working with various property owners for acquisitions of required properties for more than a year. The City has acquired right-of-way and temporary construction easements from forty (40) properties. Negotiations for the purchase of four real properties have been concluded and staff is requesting City Council's approval for the purchase of real property including temporary construction easements. The City has started eminent domain process for eight properties and negotiations for three remaining properties are in the final stages.

DISCUSSION

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

The widening of Corral Hollow Road requires the acquisition of fifty-five (55) real properties and construction easements for ROW purposes from fifty-two (52) adjacent property owners. The City acquired the services of Consultant for assistance with acquisition of ROW for this project. The City, in coordination with the Consultant, has successfully negotiated and acquired ROW and necessary easements from forty (40) properties. The City has reached impasse and is proceeding with the eminent domain process for acquisition of eight (8) properties. The City is in the final stages of negotiations of settlement with another three (3) properties.

Negotiations for acquisition of the remaining four properties from three property owners have been concluded and staff is recommending entering into agreements for the purchase of ROW and temporary construction easements. Since the settlement amounts for each of these properties exceeds \$50,000, City Council's approval is necessary in accordance with Tracy Municipal Code Section 2.20.290.

<u>Property Owner</u>	<u>Assessor's Parcel #</u>	<u>Purchase Amount</u>
1. Sarvey	240-100-100	\$ 90,000
2. Ramchandani	240-140-10 & 240-140-29	\$ 157,000
3. Valley Community Baptist Church	240-100-010	\$ 708,392

STRATEGIC PLAN

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

FISCAL IMPACT

The widening of Corral Hollow Road between Old (West) Schulte and Linne Road, CIP 73144, is an approved Capital Improvement Project with sufficient funds available for the acquisition of real property and temporary construction easements totaling \$955,352. The current project budget status is as follows:

Fund Name	Expenses to Date	Budget Available
242 - Transp Sales Tax	\$ 2,007,505	\$ 992,495
245 - Gas Tax	\$ 82,735	\$ -
363 - TIMP traffic	\$ 1,191,728	\$ 1,679,859
808- Reg Transport Impact	\$ 157,616	\$ -
Total	\$ 3,439,584	\$ 2,672,354

RECOMMENDATION

That City Council, by resolution, approve the real property purchase agreements between the City of Tracy and three property owners for acquisition of right-of-way and easements required from four properties for the Widening of Corral Hollow Drive between Schulte Road to Linne Road, CIP 73144.

Prepared by: Ripon Bhatia, Senior Civil Engineer

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

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

- A. Sarvey Agreement
- B. Ramchandani Agreement
- C. Valley Baptist Church Agreement

GRANTOR: SARVEY
PROJECT: CORRAL HOLLOW ROAD WIDENING

APN: 240-100-100

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

This Agreement is based on the following facts:

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

Now, therefore, the Parties agree:

1. Definitions. In this Agreement:

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

Project means the CITY'S Corral Hollow Road Widening.

Grantor, or *Property Owner*, means **ROBERT MURRAY SARVEY AND SUSAN MARIE SARVEY, HUSBAND AND WIFE, AS JOINT TENANT.**

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

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

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

Escrow or *Escrow Account* means the escrow account established by the CITY at First American Title Company, 4637 Chabot Drive, Suite 105, Pleasanton, CA 94588, Order No.01110-5411008.

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

3. Purchase.

A. Consideration. CITY shall pay the sum of Ninety Thousand and no/100 Dollars (\$90,000.00) to the Escrow Account as consideration for the Fee and TCE.

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

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

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

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

F. Improvements. The consideration in Section 3.A includes payment for the following improvements: 7 large trees, 4 small trees, 4 large bushes, 2 medium bushes, 5 small bushes, 2 solar lights, 196 feet of 4-rail wood fencing with mesh, 2 stock corral gate, 12 feet of chain-link fencing with screening – affixed to the Fee and TCE areas, unless other disposition of these improvements have been made.

G. Cost to Cure Damages. The consideration 3.A includes payment in full for the GRANTOR to perform the following work: install 2 solar lights, 196 feet of four rail wood fencing with mesh, 2 stock corral gates, 12 feet of chain-link fencing with screening, 1 septic system and 1 mailbox.

4. Temporary Construction Easement

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

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

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

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

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

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

5. Permission to Enter GRANTOR'S Land for Construction Purposes. Permission is hereby granted to CITY or its authorized agent to enter GRANTOR'S land, where necessary, to relocate a mailbox and install a new driveway approach, all of which will be impacted by the CITY'S acquisition. Portions of the mailbox and driveway will require repair. GRANTOR understands and agrees that after completion of the work described herein, said facilities will be considered GRANTOR'S sole property and GRANTOR will be responsible for its maintenance and repair.

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

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

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

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

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

10. Hazardous Wastes. The acquisition price of the Fee and TCE being acquired in this transaction reflects the fair market value of the property without the presence of contamination. The CITY agrees to hold harmless the GRANTOR if the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law any and all claims, costs and liability, including reasonable attorney's fees, for any damage, injury or death to persons or property arising directly or indirectly from or connected with the existence of toxic or hazardous material on the property.

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

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

already appeared or developed or may now be latent or may in the future appear or develop. The parties acknowledge that they each have been informed of and are familiar with the provisions of California Civil Code Section 1542 which provides:

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

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

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

14. Miscellaneous.

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

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

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

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

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

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

[Signatures on the following page]

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

CITY OF TRACY:

By: _____

Title: _____

Date: _____

GRANTOR/PROPERTY OWNER(S):

By: Robert Murray Sarvey
Robert Murray Sarvey

Date: 1-17-2020

By: Susan Marie Sarvey
Susan Marie Sarvey

Date: 1-17-2020

Approved as to Form:

By: _____

Title: _____

Attachments:

- 1 Property Legal Description
- 2 Form of Grant Deed, including Exhibit A (Legal Description) B (Plat Map)
- 3 Form of Temporary Construction Easement, including Exhibit A (Aerial Map)
- 4 Approval of variance to the existing zoning requirements for certain properties along Corral Hollow Road within San Joaquin County jurisdiction.

GRANTOR: RAMCHANDANI
PROJECT: CORRAL HOLLOW ROAD WIDENING

APN: 240-140-480 & -290

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

This Agreement is based on the following facts:

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

Now, therefore, the Parties agree:

1. **Definitions.** In this Agreement:

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

Project means the CITY'S Corral Hollow Road Widening.

Grantor, or Property Owner (APN: 240-140-480 & -290), means:

**ASHOK K.P. RAMCHANDANI AND VIMLESH RAMCHANDANI, TRUSTEES OF THE
VIMLESH RAMCHANDANI TRUST DATED 1/25/2002, as Grantee, recorded January
18, 2011**

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

Fee means fee simple portions (Fee Area #1 and #2) of the Property, as described in Attachment 2, Exhibit A and B and Attachment 3, Exhibit A and B

TCE or the TCE Area means the Temporary Construction Easement, described in Attachment 4 including its Exhibit A.

Escrow or Escrow Account means the escrow account established by the CITY at First American Title Company, 4637 Chabot Drive, Suite 105, Pleasanton, CA 94588, Order No.0110-5413186.

2. Grant Deeds and Grant of TCE. In consideration of the terms in this Agreement, GRANTOR shall deposit in Escrow two *Grant Deeds and Grant of TCE* suitable for recordation and conveying from GRANTOR to CITY Fee (Grant Deeds) and temporary construction easement (Grant of TCE). The Fee must be free and clear of all liens, leases, encumbrances, recorded or unrecorded, assessments and taxes, except for any exceptions to title identified in the title report which are acceptable to CITY. (It is GRANTOR'S responsibility to clear any title exceptions not acceptable to CITY.) The form of the Grant Deeds and Grant of TCE shall be substantially as set forth in Attachment 2 and 3, with Exhibits A (Legal Description) and B (Plat Map) and Attachment 4 including its Exhibit A (Aerial Map).

3. **Purchase.**

- A. Consideration. CITY shall pay the sum of One Hundred Fifty-Seven Thousand, Five Hundred and no/100 Dollars (\$157,500.00) to the Escrow Account as consideration for the Fee and TCE.

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

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

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

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

F. Improvements. The consideration in Section 3.A includes payment for the following improvements: 216 almond trees (including irrigation) and 1 pipe gate.

G. Cost to Cure Damages. The consideration in Section 3.A includes payment in full for the GRANTOR to perform the following work: Install one VFD pump.

4. Temporary Construction Easement

A. Grant of TCE. GRANTOR shall deposit in the Escrow Account a *Grant of Temporary Construction Easement*, suitable for recordation and conveying from GRANTOR to CITY, in substantially the form set forth in Attachment 4 including its Exhibit A.

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

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

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

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

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

5. Permission to Enter GRANTOR'S Land for Construction Purposes. Permission is hereby granted to CITY or its authorized agent to enter GRANTOR'S land, where necessary, to install new driveway approaches which will be impacted by the CITY'S acquisition. Portions of the driveway will require repair. GRANTOR understands and agrees that after completion of the work described herein, said facilities will be considered GRANTOR'S sole property and GRANTOR will be responsible for its maintenance and repair.

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

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

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

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

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

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

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

12. Release of All Claims. This is intended as a full and complete release of all or any claims that either party has against the other and is in full settlement of any and all such claims and intends to and does hereby release all of said persons, firms, associations and corporations of and from any and all liability of any nature whatsoever for all claims or causes of action including those

for all consequences, effects and results of any loss, injury or damage, whether the same are now known or unknown to the undersigned, expected or unexpected by the undersigned, or have already appeared or developed or may now be latent or may in the future appear or develop. The parties acknowledge that they each have been informed of and are familiar with the provisions of California Civil Code Section 1542 which provides:

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

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

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

14. Miscellaneous.

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

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

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

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

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

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

[Signatures on the following page]

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

CITY OF TRACY:

By: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

**GRANTOR/PROPERTY OWNER(S) APN:
240-140-480 AND 240-140-290**

By: Ashok K.P. Ramchandani
Ashok K.P. Ramchandani, Trustee

Date: 2.1.20

By: Vimlesh Ramchandani
Vimlesh Ramchandani, Trustee

Date: 2.1.20

Attachments:

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

GRANTOR: VALLEY COMMUNITY BAPTIST CHURCH
PROJECT: CORRAL HOLLOW ROAD WIDENING

APN: 240-100-010

CITY OF TRACY AGREEMENT FOR PURCHASE OF PARTIAL FEE SIMPLE AND PERMANENT EASEMENT

This Agreement is based on the following facts:

- A. Owner owns Property located in the City of Tracy;
- B. City wishes to construct a Project on the Owner's Property and will require that the City acquire a portion of that Property in fee simple and permanent storm drain easement.

Now, therefore, the Parties agree:

1. **Definitions.** In this Agreement:

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

Project means the CITY'S Corral Hollow Road Widening Project - CIP 73144.

Grantor, or Property Owner, means **VALLEY COMMUNITY BAPTIST CHURCH OF TRACY, CALIFORNIA, INC., A CALIFORNIA NON-PROFIT RELIGIOUS CORPORATION.**

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

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

Easement means the permanent storm drain easement on the Property, as described in Attachment 3, Exhibits A and B.

Escrow or Escrow Account means the escrow account established by the CITY at First American Title Company, 4637 Chabot Drive, Suite 105, Pleasanton, CA 94588, escrow account number 5026900-563283.

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

3. Easement Deed. In consideration of the terms in this Agreement, GRANTOR shall deposit in Escrow an *Easement Deed* suitable for recordation and conveying from GRANTOR to CITY a Storm Drain Easement. The Easement must be free and clear of all liens, leases, encumbrances, recorded or unrecorded, assessments and taxes, except for any exceptions to title identified in the title report which are acceptable to CITY (It is GRANTOR's responsibility to clear any title exceptions not acceptable to CITY.) The form of the Easement Deed shall be substantially as set forth in Attachment 3, with Exhibits A and B attached.

4. Purchase.

A. Consideration. CITY shall pay the sum of Seven Hundred Eight Thousand, Three Hundred Ninety-Two and no/100 Dollars (\$708,392.00) to the Escrow Account as consideration for the Fee and Easement.

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

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

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

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

F. Deferred Improvement Agreement. The amount in clause 4.A includes an Eight Thousand, Two Hundred and no/100 Dollars (\$8,200.00) credit to CITY referenced in the "Deferred Improvement Agreement – 903 South Corral Hollow Road", San Joaquin County Recorder's document number 2007-097332, recorded May 23, 2007, as improvements outlined in the referenced agreement are now being completed as part of the Project.

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

6. Right of Possession and Use. CITY'S right of possession and use of the Fee and Easement, including the right to remove and dispose of improvements, and install and connect utilities, shall commence on the date the amount of funds as specified in Section 4.A herein are deposited into the escrow controlling this transaction. The consideration shown in Section 4.A includes, but is not limited to, full payment for the possession and use from that date, including interest and damages if any.

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

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

9. Hazardous Wastes. The acquisition price of the Fee and Easement being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the CITY may elect to recover its clean-up costs from those who caused or contributed to the contamination. GRANTOR shall further

indemnify, defend, save and hold harmless the CITY from any and all claims, costs and liability, including reasonable attorney's fees, for any damage, injury or death to persons or property arising directly or indirectly from or connected with the existence of toxic or hazardous material on the property, save and except claims, costs or litigation arising through the sole willful misconduct of the CITY.

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

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

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

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

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

13. Miscellaneous.

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

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

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

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

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

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

[Signatures on the following page]

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

CITY OF TRACY:

By: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

Title: _____

GRANTOR/PROPERTY OWNER(S):

By: 

Title: John Muniz

Date: 11-26-19

By: 

Title: CHAIRMAN - BRIAN FURTADO II

Date: 11/26/19

Attachments:

- 1 Property Legal Description
- 2 Form of Grant Deed, including Exhibits A and B
- 3 Form of Easement Deed, including Exhibits A and B

RESOLUTION 2020-_____

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

WHEREAS, The Corral Hollow Road Widening Project (Project) from Old (West) Schulte Road to Linne Road requires acquisition of portions of real properties for right-of-way (ROW) and easements from fifty-five (55) properties fronting the roadway, and

WHEREAS, The City and its consultant, Associated Right of Way, Inc., have been working with various property owners for acquisitions of required properties for more than a year, and

WHEREAS, The City, in coordination with the Consultant, has successfully negotiated and acquired ROW and necessary construction easements from forty (40) properties, and

WHEREAS, There are three (3) property owners with whom staff recommends entering into agreements for the purchase of ROW and temporary construction easements for four properties:

<u>Property Owner</u>	<u>Assessor's Parcel #</u>	<u>Purchase Amount</u>
1. Sarvey	240-100-100	\$ 90,000
2. Ramchandani	240-140-10 & 240-140-29	\$ 157,000
3. Valley Community Baptist Church	240-100-10	\$ 708,392

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

WHEREAS, The widening of Corral Hollow Road between Old (West) Schulte and Linne Road, CIP 73144, is an approved Capital Improvement Project with sufficient funds available for the acquisition of real property and temporary construction easements totaling \$955,392.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the real property purchase agreements between the City of Tracy and three property owners for acquisition of right-of-way and construction easements of four properties required for the Widening of Corral Hollow Drive between Old (West) Schulte Road to Linne Road, CIP 73144.

* * * * *

The foregoing Resolution 2020-_____ was adopted by Tracy City Council on the 7th day of April, 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.D

REQUEST

WAIVE SECOND READING AND ADOPT ORDINANCE 1284, AN ORDINANCE OF THE CITY OF TRACY AMENDING CHAPTER 2.20 OF THE TRACY MUNICIPAL CODE TO INCLUDE ELECTRONIC RECORDS AND SIGNATURES, DELEGATE AUTHORITY VIA RESOLUTION TO CITY OFFICERS TO SIGN CONTRACTS, AND EXPAND THE USE OF COOPERATIVE PURCHASING AGREEMENTS

EXECUTIVE SUMMARY

Ordinance 1284 was introduced at the regular Council meeting held on February 18, 2020. Ordinance 1284 is before Council for adoption.

DISCUSSION

Proposed ordinance 1284 was introduced at the February 18, 2020, regular Council meeting to amend sections and add a new section to Chapter 2.20 of the Tracy Municipal Code ("TMC") regarding contracts and purchasing. The use of electronic records and electronic signatures to execute legally-binding documents has become an increasingly common method to collect and preserve documents and signatures to improve efficiency of service delivery and records management. The ordinance would add a new Section 2.20.065 to and amend Section 2.20.060 of the TMC to allow for the use of electronic records and signatures, in accordance with state law, in the execution of City business.

In addition, the proposed ordinance further streamlines the City's business transactions by amending TMC Section 2.20.080 regarding City Council approval to sign contracts and TMC Section 2.20.220 regarding cooperative purchasing agreements with other agencies. This amendment would clarify that Council may delegate authority, by resolution, to City officers to sign contracts it has approved, and clean up provisions pertaining to cooperative purchasing agreements.

These amendments seek to align the Tracy Municipal Code with the best practices and clarify language to provide the City with flexibility to conduct the public's business in an efficient manner.

Ordinance 1284 is now before City Council for adoption.

STRATEGIC PLAN

This agenda item is not related to the City Council's Strategic Plans.

FISCAL IMPACT

There is no fiscal impact associated with this agenda item.

RECOMMENDATION

That City Council waive the full reading and adopt Ordinance 1284.

Agenda Item 1.D

April 7, 2020

Page 2

Prepared by: Adrienne Richardson, City Clerk

Reviewed by: Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

Attachment A – Ordinance 1284

ORDINANCE 1284

AN ORDINANCE OF THE CITY OF TRACY AMENDING CHAPTER 2.20 OF THE TRACY MUNICIPAL CODE TO INCLUDE ELECTRONIC RECORDS AND SIGNATURES, DELEGATE AUTHORITY VIA RESOLUTION TO CITY OFFICERS TO SIGN CONTRACTS, AND EXPAND THE USE OF COOPERATIVE PURCHASING AGREEMENTS

WHEREAS, Chapter 2.20 of the Tracy Municipal Code ("TMC") regulates the administration of contracts, provides authority of City officers to enter into certain contracts, and sets forth the procedural requirements for the various type of contracts, and

WHEREAS, California Government Code Section 16.5 and the Uniform Electronic Transactions Act ("UETA") in California Civil Code Section 1633.1 et seq. enable government agencies to conduct transactions using electronic transmission of documents and signatures and give electronic signatures the same legally-binding effect as manual or "wet" signatures, and

WHEREAS, The use of electronic records and signatures to execute legally-binding documents has become an increasingly common method to carry out transactions, and

WHEREAS, The benefits of electronic records and signatures include a reduction in the use of paper, efficiency in transmitting and approving documents, and can offer information regarding the delivery and signing process for the documents, and

WHEREAS, The City desires to incorporate the benefits of using electronic records and signatures into its transactions to enhance its business processes and service delivery, and

WHEREAS, Section 2.20.060 requires a "signed original" of each contract to be filed with the City Clerk and the City of Tracy ("City") desires to amend this section to allow the City Clerk to accept contracts transmitted and executed electronically for those transactions done in accordance with the TMC and state law and/or scanned or copied originals, except for documents presented for recording, which require original signatures, and

WHEREAS, Government Code Section 40602 requires the Mayor to sign "all written contracts and conveyances made or entered into by the city," but also authorizes the City Council to provide by ordinance that City officers other than the Mayor may sign contracts and conveyances, and

WHEREAS, Section 2.20.080 of the TMC requires City Council approval for each contract regulated by Chapter 2.20, unless the authority has been granted to another City officer, and TMC Sections 2.20.090 through 2.20.100 grant authority to other City officers such as the City Manager and Department Heads to enter into and sign certain contracts, and

WHEREAS, To further enhance the City's business processes and service delivery, the proposed Ordinance would also amend Section 2.20.080 of the TMC to clarify that the Council may also delegate authority, by resolution, to City officers to sign contracts that it has approved, and

WHEREAS, Section 2.20.220 of the TMC allows the City to enter cooperative purchasing agreements with public agencies within the State of California for equipment and supplies, and

WHEREAS, Government Code Sections 6500 and 6502 authorize the City to enter cooperative purchasing agreements with public agencies such as federal agencies, California and other states' agencies, or counties or municipalities in California or other states, and

WHEREAS, The proposed Ordinance would allow the City to enter cooperative purchasing agreements with any federal, state, and local public agency including those outside of California and for general services, in addition to supplies and equipment;

NOW THEREFORE, The City Council of the City of Tracy does ordain as follows:

SECTION 1. Added Section. Section 2.20.065 is hereby added to Article 1 of Chapter 2.20 of the Tracy Municipal Code to read as follows:

"2.20.065 – Electronic Records and Signatures.

(a) The following definitions apply to this section:

(1) "Electronic record" has the same meaning as in Section 1633.2 of the California Civil Code.

(2) "Electronic signature" has the same meaning as in Section 1633.2 of the California Civil Code.

(3) "Digital signature" has the same meaning as in Section 16.5 of the California Government Code.

(4) "UETA" means the Uniform Electronic Transactions Act, commencing at Section 1633.1 of the California Civil Code.

(b) In any transaction or communication with the City for which the parties have agreed to conduct the transaction or communication by electronic means, the following provisions apply:

(1) When a record is required to be in writing, an electronic record satisfies that requirement, if it is in accordance with the UETA.

(2) When a signature is required, the parties may agree that either:

(i) An electronic signature satisfies that requirement, if it is in accordance with the UETA; or

(ii) A digital signature satisfies that requirement, if it is in accordance with Section 16.5 of the California Government Code.

(c) This section is intended to enable the City to use electronic records, electronic signatures, and digital signatures to the fullest extent allowed by law, and does not limit the City's ability to use electronic records, electronic signatures, or digital signatures in any way."

SECTION 2. Amended Sections. Section 2.20.060 of Article 1 of Chapter 2.20, Section 2.20.080 of Article 2 of Chapter 2.20, and Section 2.20.220 of Article 4 of Chapter 2.20 of the Tracy Municipal Code are hereby amended to read as follows:

“2.20.060 - Filing with City Clerk.

Each contract entered into under this chapter shall be filed with the City Clerk's Office, except for a contract for purchase of commodities, equipment or general services documented with a purchase order, which is filed with the Finance Department. Contracts that will be presented for recording shall contain an original signature or signatures and shall be filed with the City Clerk's Office. Records shall be retained in accordance with the City Council adopted retention schedule.

2.20.080 - City Council authority.

City Council approval is required for each contract regulated by this chapter unless authority to sign the contract is granted to another City officer under this Article 2 or by City Council resolution. Such authority shall be exercised consistent with this chapter 2.20 and/or as provided under City Council resolution.

2.20.220 - Cooperative purchasing agreements with other public agencies.

Nothing in this article prohibits the voluntary participation by the City in any cooperative purchasing agreement(s) or programs entered into between the City and another public agency. The City Manager is authorized to act under the provisions of this article to procure for the City general services, supplies or equipment in conjunction with such voluntary cooperative purchasing agreement(s) or programs as may be entered into by the City. All formal contract and bidding procedures to be followed in such cases shall be those specifically enumerated in the voluntary cooperative purchasing agreement or program.”

SECTION 3. Except as herein added or changed, the remaining sections of the Tracy Municipal Code not set forth above, shall remain in full force.

SECTION 4. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. This Ordinance takes effect 30 days after its final passage and adoption.

SECTION 6. 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 1284 was introduced at a regular meeting of the Tracy City Council on the 18th day of February, 2020, and finally adopted on the 7th day of April, 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Mayor

City Clerk

April 7, 2020

AGENDA ITEM 1.E

REQUEST

APPROVE AMENDMENT NO. 1 TO THE GENERAL SERVICES AGREEMENT WITH DILLARD ENVIRONMENTAL SERVICES FOR LOADING, HAULING AND DISPOSAL OF WASTEWATER TREATMENT PLANT BIOSOLIDS

EXECUTIVE SUMMARY

The City entered into a General Services Agreement (GSA) with Dillard Environmental Services (Dillard) to load, haul, and dispose of biosolids, a bi-product of treatment of wastewater, with a billing rate of \$65.53 per ton. There was a significant reduction in the density of biosolids due to the natural drying process that occurred between the RFP and actual work. This resulted in an increase in the number of hauling loads than originally estimated. The proposed amendment to the GSA allows for the payment of an additional \$7,665.10 to cover costs incurred by Dillard Environmental Services.

DISCUSSION

On September 3, 2019, City Council approved a GSA with Dillard to load, haul and dispose of biosolids, which is a bi-product of treatment of wastewater. Dillard's services were acquired after going through the City's standard RFP process. The cost of loading, hauling and disposal was based on a per ton load, assuming the maximum capacity of 20 ton trucks being used to haul hazardous waste. However, between the timing of the RFP and actual disposal, the density of the biosolids changed due to drying by the sun and wind in the Wastewater Treatment Plant drying beds.

The reduction in density of bulk biosolids was not in proportion of the mass reduction of the biosolids, resulting in a decrease in volume due to pockets of air in the molecules of biosolids flakes. As a result, more truck loads were needed to haul and dispose of the biosolids even though the weight of the biosolids was reduced due to the loss of moisture. An amendment to the original GSA is needed to pay the additional cost incurred by Dillard.

STRATEGIC PLAN

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

FISCAL IMPACT

The loading, hauling and disposal of biosolids is included in the Wastewater Treatment Plant's operational budget. There are sufficient funds for this amendment.

RECOMMENDATION

That City Council, by resolution, approve Amendment No. 1 to the General Services Agreement with Dillard Environmental Services for loading, hauling and disposal of Wastewater Treatment Plant Biosolids.

Prepared by: Kul Sharma, Utilities Director

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

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

A. Amendment No. 1 to General Services Agreement

**CITY OF TRACY
AMENDMENT NO. 1 TO
GENERAL SERVICES AGREEMENT – DILLARD ENVIRONMENTAL SERVICES**

This Amendment No. 1 (**Amendment**) to the General Services Agreement is entered into between the City of Tracy, a municipal corporation (**City**), and Dillard Environmental Services, a California Corporation City and Consultant are referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

- A. The City and Contractor entered into a General Services Agreement (**Agreement**) for the Loading, hauling and disposing of Wastewater Treatment Plant Biosolids, which was approved by the City Council on September 3, 2019, under Resolution No. 2019-181
- B. Due to density difference in the product removed, the load acceptance facility limited the amount of biosolids in each load resulting in additional loading and trips. Therefore, contractor had to limit the tonnage in each trip
- C. After negotiations between the City and the Contractor, the parties have reached an agreement for additional compensation based on actual costs.
- C. This Amendment is being executed pursuant to Resolution No. 2020-____ approved by Tracy City Council on March 18, 2020.

Now therefore, the Parties mutually agree as follows:

- 1. **Incorporation by Reference.** This Amendment incorporates by reference all terms set forth in the Agreement, unless specifically modified by this Amendment. The terms which are not specifically modified by this Amendment will remain in effect.
- 2. **Terms of Amendment.**

Section 3.1 is hereby amended to read as follows

Contractor's total compensation under this agreement shall not exceed the \$65.53 per ton for loading, hauling and disposal of biosolids plus a lump sum amount of \$7,665.10 for additional costs of loading, hauling and disposal of biosolids resulting from the decrease in biosolids density. This compensation is the final settlement amount for all work completed by the Contractor under this Agreement. Contractor's billing rates shall cover all costs and expenses for Contractor's performance under this agreement. No work shall be performed by the Contractor in excess of the total compensation amount provided in this section without the City's written approval.

- 3. **Modifications.** This Amendment may not be modified orally or in any manner other than by an agreement in writing signed by both parties, in accordance with the requirements of the Agreement.

4. **Severability.** If any term of this Amendment is held invalid by a court of competent jurisdiction, the Amendment shall be construed as not containing that term, and the remainder of this Amendment shall remain in effect.

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

The Parties agree to the full performance of the terms set forth here.

City of Tracy

By: _____

Title: Mayor

Date: _____

Attest:

By: _____
Adrianne Richardson, City Clerk

Contractor

Dillard Trucking Inc. dba Dillard Environmental

By:  _____

Patricia Dillard

Title: Chief Executive Officer

Date: 2/27/20

By:  _____
Melissa Roach

Title: Chief Financial Officer

Date: 2/27/20

Approved as to form

By: _____
Leticia Ramirez, City Attorney

RESOLUTION 2020-_____

APPROVING AMENDMENT NO. 1 TO THE GENERAL SERVICES AGREEMENT
WITH DILLARD ENVIRONMENTAL SERVICES FOR LOADING, HAULING AND
DISPOSAL OF WASTEWATER TREATMENT PLANT BIOSOLIDS

WHEREAS, On September 3, 2019, City Council approved a General Services Agreement (GSA) with Dillard Environmental Services to load, haul and dispose of biosolids which is a bi-product of treatment of wastewater, and

WHEREAS, The cost of loading, hauling and disposal was based on per ton load assuming the maximum capacity of 20 ton trucks used to haul hazardous waste, and

WHEREAS, Between the timing of the RFP and actual disposal, the density of the biosolids changed due to drying by the sun and wind in the Wastewater Treatment Plant drying beds, and

WHEREAS, The reduction in density of bulk biosolids was not in proportion of the mass reduction of the biosolids resulting in a decrease in volume due to pockets of air in the molecules of biosolids flakes, and

WHEREAS, As a result, more truck loads were needed to haul and dispose of the biosolids even though the weight of the biosolids was reduced due to the loss of moisture, and

WHEREAS, The City seeks to amend the GSA to compensate Dillard for unforeseen additional costs in the amount of \$7,665.10.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves Amendment No. 1 To The General Services Agreement with Dillard Environmental Services for Loading, Hauling and Disposal of Wastewater Treatment Plant Biosolids.

* * * * *

The foregoing Resolution 2020-____ was adopted by Tracy City Council on the 7th day of April, 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.F

REQUEST

APPROVE TASK ORDER NO. 9 WITH R. W. BRANDLEY, CONSULTING AIRPORT ENGINEERS, TO UPDATE THE AIRPORT LAYOUT PLAN AS REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION UNDER AIP #3-06-0259-021-2019, UNDER CIP 77583

EXECUTIVE SUMMARY

The City has received a grant from Federal Aviation Administration (FAA) to update the Tracy Airport Layout Plan and Airport Geospatial Information System with obstruction mitigation. Therefore, staff requests approval of Task Order No. 9 with R. W. Brandley, Consulting Airport Engineers to complete these tasks for the City.

DISCUSSION

The FAA Airport Improvement Handbook, 49 USC § 47107(a)(16), requires that the City must maintain a current Airport Layout Plan (ALP) for the Tracy Municipal Airport. Without it, the airport will not receive any grant funding for projects. The Airport Layout Plan shows in detail all proposed changes to the airport over the next ten years. All airports conducting ALP projects this year are being required to also complete an Airport Geospatial Information System with Obstruction Mitigation Plan by the FAA. The Airport Geospatial Information System with Obstruction Mitigation Plan will consist of aerial and land surveys around the airport to identify any possible obstructions and a plan that explains how the airport will alleviate those obstructions.

Under the 2012 Master Professional Services Agreement between the City of Tracy and Reinard W. Brandley, the airport engineering consultant, a proposal with a lump sum cost of \$241,200 has been submitted to complete the Project. The FAA will pay for 90% of the total cost spent on this Project. The City and the State of California Division of Aeronautics will commit the remaining 10% match for this Project, estimated at \$24,120. The total Project cost is \$241,200.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Quality of Life Strategic Priority, which is to provide an outstanding quality of life by enhancing the City's amenities, business mix and services and cultivating connections to promote positive change and progress in our community.

FISCAL IMPACT

The Airport Layout Plan/Airport Geospatial Information System with Obstruction Mitigation Plan at the Tracy Municipal Airport is an approved Capital Improvement Project with an available budget of \$241,200.

RECOMMENDATION

Staff recommends that the City Council approve, by resolution, Task Order No. 9 with R. W. Brandley, Consulting Airport Engineers, for an updated Airport Layout Plan and Airport Geospatial Information System with Obstructive Mitigation Plan at the Tracy Airport as required by the Federal Aviation Administration under AIP #3-06-0259-021-2019, under CIP 77583.

Prepared by: Zabih Zaca, PE, Senior Civil Engineer
Paula Jessup, Airport Manager

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

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – Task Order No. 9 with R. W. Brandley Consulting

**CITY OF TRACY TASK ORDER NO. 9 TO MASTER PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE CITY OF TRACY AND R. W. BRANDLEY
DATED OCTOBER 2, 2012**

THIS Task Order is made and entered into by and between the CITY OF TRACY, a municipal corporation ("CITY"), and R.W. Brandley ("CONSULTANT").

RECITALS

- A. CONSULTANT's services are needed for Engineering Design Services for an update of the Airport Layout Plan and an Aeronautical Study and Obstruction Mitigation Plan for the Tracy Municipal Airport.
- B. The CITY, as an Airport Sponsor, followed FAA requirements for the Airport Consultant selection process in accordance with FAA Advisory Circular # AC-150/1500-14C.
- C. CITY and CONSULTANT, after negotiation, have reached an agreement for the performance of services in accordance with the terms set forth in this Task Order.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. **INCORPORATION OF MASTER AGREEMENT.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Master Agreement for this project, unless specifically modified by this Task Order.
- 2. **SCOPE OF SERVICES.** CONSULTANT shall perform the services described in Exhibit "A", Exhibit "B", and Exhibit "C" attached hereto and incorporated herein by reference.
- 3. **TIME OF PERFORMANCE.** CONSULTANT shall commence performance, and shall complete all required services no later than the dates set forth in Exhibit "A."
- 4. **COMPENSATION.** For services performed by CONSULTANT in accordance with this Task Order, CITY shall pay CONSULTANT, on a lump sum basis, a Not to Exceed amount of \$220,000 as set forth in Tables 1, 2, and 3 of Exhibit "A".
- 5. **SIGNATURES.** The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the CONSULTANT and the CITY. This Task Order shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

CITY OF TRACY

By: Robert Rickman
Title: Mayor

Date: _____

Reinard W. Brandley



By: Reinard W. Brandley
Title: Owner

Date: 3-11-20

Attest:

By: Adrienne Richardson
Title: City Clerk

Approved As To Form:

By: Leticia Ramirez
Title: City Attorney

Attachments:

- Exhibit A – Scope of Services and (Tables No. 1 – 3)
- Exhibit B - Scope of Services – Aeronautical Survey Technical Approach For Survey at Tracy
Municipal Airport (TCY)
- Exhibit C - Contract Provisions for Obligated Sponsors and Airport Improvement Projects

Exhibit “A”

A. SCOPE OF WORK.

CONSULTANT shall perform the following work:

1. Airport Layout Plan Update:

- a. **Project Scoping** – CONSULTANT shall meet with City staff to review the current and future goals and needs of the airport with input from the community and resident pilots. This item will include determination of limitations and restrictions to development and the requirements for development of the airport over the next 20 years. It is anticipated that two meetings will be required for this purpose.
- b. **Airport Requirements:**
 - (1) *Inventory of Existing Facilities* – CONSULTANT shall prepare an inventory of all existing airport facilities for the purpose of evaluating needs for the alternate development plans for the airport.
 - (2) *Forecasts of Aviation Demands:* CONSULTANT shall prepare forecasts of aviation demands for the long-term and near-term period (20 year and 10 year). These will include based aircraft, commercial charter type aircraft, recreational aircraft, and business aircraft. CONSULTANT will also prepare aviation activity forecasts as well as storage and aircraft tie down forecasts.
 - (3) *Demand/Capacity Analysis* – CONSULTANT shall prepare a demand/capacity analysis to determine the facilities required to meet forecast demands.
- c. **Narrative Report:** CONSULTANT shall provide a detailed Airport Layout Plan Narrative, which will summarize all of the data acquired and developed, together with recommendations for development of the airport. CONSULTANT shall prepare estimates of probable construction costs of each development and develop a preliminary financial plan. This report will include all elements as set forth in FAA Standard Operating Procedure 2.0, *Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs)*, Item A.1, Narrative Report, including:
 - (1) Aeronautical forecasts (0-5, 6-10, & 11-20 years) to determine the need for new or expanded facilities.
 - (2) Alternatives/Proposed Development including an explanation of proposed development items, near-term and future approach procedure requirements or effects, navigation aids or other equipment needs, and wind coverage. This section will provide a preliminary engineers' estimate of development and financial analysis
 - (3) Modification to Standards to indicate all items that do not conform to FAA standards for which FAA approval is being requested.
 - (4) Obstruction Surfaces
 - (5) Runway Protection Zone (RPZ) including a description of any incompatible land uses inside the RPZ.

- (6) A Development Summary including projects completed since the last ALP, projects proposed for the next 5 years, projects proposed for the 6-10 year period, and projects proposed for the 11-20 year period.
 - (7) Letters of Coordination with all levels of government, as needed.
 - (8) Wildlife Hazard Management Issues Review
 - (9) Preliminary Identification of Environmental Features
 - d. **ALP Updated Plans** – CONSULTANT shall provide a detailed set of Airport Layout Plans. This set of plans shall include all elements as set forth in FAA Standard Operating Procedure 2.0, Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs), Items A.2 through A.10, including:
 - (1) Cover Sheet
 - (2) Airport Layout Plan
 - (3) Data Tables
 - (4) Facilities Layout Plan
 - (5) Terminal Area Layout Plan
 - (6) Airport Airspace Drawing
 - (7) Inner Portion of Approach Surface Drawing
 - (8) Airport Land Use Drawing
 - (9) Airport Property Map
 - e. **Exhibit A, Property Map Update** – CONSULTANT shall prepare a property map as part of this project that includes all elements as set forth in FAA Standard Operating Procedure 3.0, Standard Operating Procedure (SOP) for FAA Review of Exhibit 'A' Airport Property Inventory Maps. This task will be quite involved and will include a title search, research of assessment records, and preparing the property map.
 - f. **Coordination and Responding to FAA Reviews** – During the development of the Airport Layout Plan Narrative and ALP Updated Plans, CONSULTANT shall coordinate with the City and FAA on a frequent basis. CONSULTANT shall submit preliminary copies of the ALP Updated Plans and Narrative to the FAA for review, and shall address all review comments in the preparation of the final narrative and plans.
2. **Aeronautical Study and Obstruction Mitigation Plan:**
- a. **Aeronautical Survey** – CONSULTANT shall complete the Aeronautical Survey. The detailed scope of services and plan of action is included as Exhibit B to this Task Order.
 - b. **Obstruction Mitigation Plan** – CONSULTANT shall prepare an Obstruction Mitigation Plan that lays out planned mitigation for all identified obstructions.

B. TIME OF PERFORMANCE.

CONSULTANT shall complete the above listed work by no later than two (2) years from the date of the fully executed agreement, dependent on FAA review times.

C. COMPENSATION.

CONSULTANT will be compensated for conducting the above listed work as shown on Tables 1, 2, and 3, attached, for a total not to exceed \$220,000.

D. FEDERAL CONTRACT PROVISIONS.

The Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects must be included as part of a contract for any project funded by the F.A.A. These provisions are attached as Exhibit C.

**TRACY MUNICIPAL AIRPORT
TRACY, SAN JOAQUIN COUNTY, CALIFORNIA**

TASK ORDER NO. 9

BREAKDOWN OF ENGINEERING FEES

Airport Layout Plan Narrative with Updated ALP Drawings

Project Scoping

Principal Engineer	10 Hrs. @ \$250	\$ 2,500.00
Senior Engineer	10 Hrs. @ \$150	1,500.00
Project Administrator	8 Hrs. @ \$90	720.00
Mileage	470 Miles @ \$0.54	<u>253.80</u>

Total Project Scoping \$ 4,973.80

Use \$ 5,000.00

Airport Requirements - Includes Inventory and Facility Requirements Determination

Principal Engineer	18 Hrs. @ \$250	\$ 4,500.00
Senior Engineer	25 Hrs. @ \$150	3,750.00
Project Administrator	20 Hrs. @ \$90	<u>1,800.00</u>

Total Airport Requirements \$ 10,050.00

Use 10,000.00

Narrative Report

Principal Engineer	38 Hrs. @ \$250	\$ 9,500.00
Senior Engineer	20 Hrs. @ \$150	3,000.00
Senior Drafter	40 Hrs. @ \$100	4,000.00
Project Administrator	80 Hrs. @ \$90	7,200.00
Clerical	20 Hrs. @ \$70	<u>1,400.00</u>

Total Reports and Engineering \$ 25,100.00

Use 25,000.00

ALP Updated Plans

Principal Engineer	25 Hrs. @ \$250	\$ 6,250.00
Senior Engineer	120 Hrs. @ \$150	18,000.00
Senior Drafter	40 Hrs. @ \$100	4,000.00
Project Administrator	12 Hrs. @ \$90	1,080.00
Clerical	12 Hrs. @ \$70	<u>840.00</u>

Total ALP Updated Plans \$ 30,170.00

Use 30,000.00

Exhibit A, Property Map, Update

Principal Engineer	20 Hrs. @ \$250	\$ 5,000.00
Senior Engineer	76 Hrs. @ \$150	11,400.00
Senior Drafter	20 Hrs. @ \$100	2,000.00
Project Administrator	10 Hrs. @ \$90	900.00
Clerical	10 Hrs. @ \$70	<u>700.00</u>

Total ALP Updated Plans 20,000.00

**TRACY MUNICIPAL AIRPORT
TRACY, SAN JOAQUIN COUNTY, CALIFORNIA**

TASK ORDER NO. 9

BREAKDOWN OF ENGINEERING FEES

Airport Layout Plan Narrative with Updated ALP Drawings

FAA Coordination

Principal Engineer	16 Hrs. @ \$250	\$ 4,000.00
Senior Engineer	20 Hrs. @ \$150	3,000.00
Senior Drafter	16 Hrs. @ \$100	1,600.00
Project Administrator	12 Hrs. @ \$90	1,080.00
Clerical	4 Hrs. @ \$70	<u>280.00</u>

Total Project Scoping \$ 9,960.00

Use \$ 10,000.00

Total Engineering Costs \$ 100,000.00

**TRACY MUNICIPAL AIRPORT
TASK ORDER NO. 9
BREAKDOWN OF SURVEY FEES
AIRPORT GEOSPATIAL INFORMATION SYSTEM SURVEY AND
OBSTRUCTION MITIGATION PLAN**

	<u>Rate</u>	<u>Hours</u>	<u>Total</u>	
<i>Preparation/General</i>				
Initial Plan - Senior Project Manager	\$176	10	\$ 1,760.00	
Project Plan - Project Manager	\$176	10	1,760.00	
Kick-off Meetings - Project Manager	\$176	2	352.00	
Kick-off Meetings - Staff	\$124	6	<u>744.00</u>	
				\$ 4,616.00
<i>Aerial Acquisition - Flight Planning</i>				
Phase Manager	\$124	8	<u>\$ 992.00</u>	
				992.00
<i>Aeronautical Survey</i>				
Project Manager	\$176	13	\$ 2,288.00	
Project Manager	\$150	3	450.00	
Senior Crew Chief	\$109	94	10,246.00	
Field Surveyor	\$77	86	<u>6,622.00</u>	
				19,606.00
<i>Scanning and Aerial Triangulation</i>				
Technician	\$98	24	<u>\$ 2,352.00</u>	
				2,352.00
<i>Obstruction Analysis</i>				
18B Analysis - Technician	\$98	75	\$ 7,350.00	
Part 77 Analysis - Technician	\$98	15	<u>1,470.00</u>	
				8,820.00
<i>Planimetric Compilation</i>				
Senior Technician	\$98	76	<u>\$ 7,448.00</u>	
				7,448.00
<i>Cartography</i>				
Senior Technician	\$98	15	<u>\$ 1,470.00</u>	
				1,470.00
<i>Digital Elevation Model</i>				
Technician	\$98	70	<u>\$ 6,860.00</u>	
				6,860.00
<i>Orthophotography</i>				
Technician	\$98	40	<u>\$ 3,920.00</u>	
				3,920.00
<i>Reports/AGIS Deliverable</i>				
Project Manager	\$176	1	\$ 176.00	
Project Surveyor	\$130	64	8,320.00	
Project Surveyor	\$176	24	4,224.00	
Clerical	\$67	7	<u>469.00</u>	
				13,189.00
<i>QMP</i>				
Technician	\$98	8	\$ 784.00	
Project Surveyor	\$130	24	<u>3,120.00</u>	
				3,904.00
<i>Subconsultants/Miscellaneous</i>				
Local NM			<u>\$ 4,414.00</u>	
				4,414.00
<i>Project Management</i>				
Project Manager	\$176	45	<u>\$ 7,920.00</u>	
				7,920.00
<i>Reimbursables</i>				
Per Diem (Ground Survey)	\$150	16	\$ 2,400.00	
Equipment Charges (Survey)	\$7.50	188	1,410.00	
Vehicle Charges (Survey)	\$70.00	8	560.00	
Portable Hard Drive	\$125	1	<u>125.00</u>	
				4,495.00
<i>Engineering Support/Obstruction Mitigation Plan</i>				
Senior Engineer	\$150	50	\$ 7,500.00	
Senior Drafter	\$100	220	22,000.00	
Project Administrator	\$90	5	<u>450.00</u>	
				29,950.00
<i>Total AGIS Surveys/Obstruction Surveys</i>				\$ 119,956.00
				Use <u>\$ 120,000.00</u>

**TRACY MUNICIPAL AIRPORT
TRACY, SAN JOAQUIN COUNTY, CALIFORNIA**

TASK ORDER NO. 9

**AIRPORT LAYOUT PLAN NARRATIVE WITH UPDATED ALP DRAWINGS
AERONAUTICAL STUDY AND OBSTRUCTION MITIGATION PLAN**

SUMMARY OF ENGINEERING FEES

Description	Engineering Fee
Airport Layout Plan Narrative with Updated ALP Drawings	\$ 100,000
Aeronautical Study and Obstruction Mitigation Plan	120,000
<i>Total Engineering Fee - ALP Update & Aeronautical Study</i>	\$ 220,000

SCOPE OF SERVICES – AERONAUTICAL SURVEY TECHNICAL APPROACH FOR SURVEY AT TRACY MUNICIPAL AIRPORT (TCY) IN TRACY, CALIFORNIA, USA

Woolpert has been providing professional surveying services since 1911 and GPS services since 1987 and is considered an innovator in geospatial related technologies such as aerial photography/feature extraction, Information Technology (IT), Geographic Information Systems (GIS), and Surveying/Global Positioning Systems (GPS). Woolpert is a pacesetter in these fields that is well recognized as a company that can perform and respond to the needs of their clients. With a pool of over 700 professional and technical personnel, Woolpert will provide the necessary resources to complete the tasks for successful airport procedure development.

Woolpert will bring added value to your Aviation project efforts. Whereas we will meet all Federal Aviation Administration (FAA) and advisory circular(s) requirements for your airports GIS (AGIS) needs, our understanding and additional experience with architectural, civil, design, planning, and geospatial in house makes us exceptionally qualified. We will utilize our knowledge base to deliver you services and data that fits your unique needs. Existing obstacle data will be requested from the FAA and will be additionally verified to assure existing data is relevant by deletion and addition of out of date existing legacy data from the FAA UDDF database. Woolpert is aware and capable of delivering data that meets FAA standard operating procedure (SOP), FAA Engineering Briefs (EB), AC circulars, and much more.

The survey information collected during this project will be utilized to assist in the development of runway vertically guided (RVG) approach and departure procedures for runway 12/30 and 8/26 at the Tracy Municipal Airport. For this process to be completed, Woolpert understands the necessity for completing a survey that meets the current specifications and accuracy requirements outlined in the reference materials.

Woolpert understands that TCY is requesting data to support an Airspace Analysis for instrument approach and departure procedures into runway approaches future design as built locations for 12/30 and 8/26. The airspace analysis will be done to include future conditions for instrument procedures, with a return survey trip to confirm as built conditions. The FAA requires aeronautical survey and mapping services that meets the standards outlined in the **FAA Advisory Circulars 150/5300-16A, -17C and -18B**, with further guidance from the FAA Western Pacific Region (AWP), and the Office of Airports Safety and Standards (AAS) in Washington, D.C. The survey requirements will be completed for:

- Instrument Procedure Development – RVG approach for runway 12/30 and 8/26 at TCY
- Part 77 analysis
- ALP data

Woolpert will provide the deliverables required as identified in Table 2-1 of AC-18B. See Appendix A for the required tasks for the survey type.

Survey Specifications and Standards

The FAA requires the use of the survey specifications and standards published as Advisory Circulars for all survey and relevant airport safety critical data. The specifications define the geodetic control, aerial

imagery, survey, and data delivery requirements to the FAA for successful procedure development. The following Advisory Circulars (AC) will be used throughout the survey process:

- ➔ Federal Aviation Administration. *Advisory Circular: General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey*. AC No. 150/5300-16A. Washington: February 13, 2006. **Herein referred to as AC-16A.**
- ➔ Federal Aviation Administration. *Advisory Circular: Standards for Using Remote Sensing Technologies in Airport Surveys*. AC No. 150/5300-17C. Washington: September 30, 2011. **Herein referred to as AC-17C.**
- ➔ Federal Aviation Administration. *Advisory Circular: AC 150/5300-18B - General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards*. Washington, DC: February 24, 2014. **Herein referred to as AC-18B Change 1 or -18B.**

Project Specifications and Deliverables

Table 1 defines the survey specifications required for this survey. The type of obstruction identification surfaces are outlined for each runway approach.

Table 1: Survey Specification Breakdown		
Survey Locations	Survey Specifications Required	Comments
Runway 12/30 and 8/26	Vertically Guided Approach Surface (VGAS)	Approach surface extending 20,000 feet from end of the VGRPS.
Additional Surfaces	Vertically Guided Runway Primary Surface (VGRPS)	1,000-foot-wide rectangular surface longitudinally centered on the runway centerline.
	Vertically Guided Primary Connection Surface (VGPCS)	Connection between the VGRPS and the VGATS.
	Vertically Guided Protection Surface (VGPS)	A trapezoidal surface sloping at 62.5:1 beginning at the threshold extending outward 6,000 feet.
	Vertically Guided Approach Transitional Surface (VGATS)	Surface aligned with VGPCS and sloping upward toward the VGHS.
	Vertically Guided Horizontal Surface (VGHS)	Horizontal plane established 150 feet above the airport elevation for a distance of 10,000 feet.
	Vertically Guided Conical Surface (VGCS)	Sloping surface extending upward and outward from the VGHS for a distance of 7,000 feet.

Table 2 provides a breakdown of the deliverable requirements defined in the Advisory Circulars and the scope of this project. The National Geodetic Survey (NGS) will receive copies of deliverables for validation of the survey. Due to the staggered deliveries required they have been placed in order and the triggers for each are identified.

Table 2: Required Deliverables		
Deliverable	Initiation Information	Comments
Statement of Work	Describes what work is to be performed for AGIS	Delivered to the FAA GIS system via the web portal.
Survey Work and Quality Control Plan	Official Notice to Proceed, or Execution of contract	Defines survey and project operation details and quality control practices. Delivered to the FAA GIS system via the web portal.
Imagery Acquisition Plan	Official Notice to Proceed, or Execution of contract	Defines technical aspects for acquisition of the stereo aerial photography. Delivered to the FAA GIS system via the web portal.
Aerial Photograph Report	Completion of Aerial Triangulation	Required for the NGS to use during the validation of the survey data submitted to the FAA via external hard drive.
Airport Survey Digital Data File	Completion of Airside Survey and Imagery Analysis	AutoCAD data file delivered to TCY for review.
Final Surveyors Report	TCY approval of digital data file contents.	The report is a compilation of project summary and digital data collected during the survey project. Delivered to FAA GIS system via the web portal.
Digital Data Delivery	TCY approval of digital data file contents.	The survey data collected during the survey project will be formatted to allow the data to be digested directly into the FAA's Airport GIS system via the web portal. Submitted simultaneous to Final Surveyor Report.

Survey Requirements

Datum Reference

The surveys will be based on the North American Datum of 1983, 2011 adjustment at epoch 2010.0 (NAD83(2011)). Elevations are referenced to the North American Vertical Datum of 1988 (NAVD88). Geoid heights will come from the NGS GEOID12B model. Grid coordinates will be reported in CA-3 zone (403) in units of U.S. Survey Foot.

Preparations and Communications

Prior to and throughout the survey project, the Woolpert team will effectively communicate with appropriate airport officials to establish safety, communication, airside restrictions and future airfield construction activity considerations. Woolpert will conduct interviews with key airport staff at the start of the field activities to solidify items to be considered throughout the survey project. Interviews with the airport manager, engineering staff, and maintenance personnel will be conducted.

Safety Considerations

Woolpert anticipates that additional site safety and coordination training may take place prior to the start of field activities. We will also use clearly identified company vehicles with integrated safety lighting to move safely about the airfield. All survey vehicles located on the airfield will be outfitted with two-way, air-band radios because communication with the air traffic is critical to guarantee safety.

Summary of Survey Activities

- ➔ **Geodetic Control:** The necessary geodetic control stations will be defined on the airport to be used for the duration of the project. The control used will be directly tied to the National Spatial Reference System (NSRS) by use of the Continually Operating Reference System (CORS) and local vertical benchmarks.
- ➔ **Aerial Photography:** Aerial imagery is required by both the NGS specifications and internally within Woolpert for both Quality Control (QC) purposes and efficient obstruction analysis. The Woolpert photogrammetry team will develop a flight plan, coordinate the acquisition of the photography, process and analyze the imagery.
- ➔ **Aeronautical Survey:** Obstruction and airside surveys will be completed that encompass surfaces and procedures defined by the FAA in AC-18B. The survey will be completed utilizing multiple types of survey techniques for performing runway, NAVAID, control and obstruction observations. Once complete, the deliverable items listed above will be produced and delivered to the client.

Survey Task A: Geodetic Control Survey

As part of our initial research for Primary and/or Secondary Airport Control Stations (PACS/SACS), we reviewed the National Spatial Reference System (NSRS) database for evidence of existing geodetic control on the airfields. TCY does not possess geodetic control marks published as PACS and SACS. Woolpert will create Temporary Survey Marks (TSM) in accordance with AC-16A to provide a temporary tie to the NSRS only if the existing PACS/SACS are missing or disturbed.

Survey Task B: Aerial Photography Control and Acquisition

Photogrammetric Control Surveys

All ground control shall be determined for optimum location, quality, and accuracy for controlling the aero-triangulation solution. Woolpert will determine the horizontal and vertical positions of each photo control point using Static and/or RTK GPS techniques. The control positions will be determined with

direct ties to the TSM's at TCY. After reviewing and identifying the required approach and obstruction surfaces for TCY, Woolpert photogrammetrists will build a flight layout based on the specifications outlined in the source materials.

Aerial Photography Acquisition and Geo-Referencing

The capture of aerial photography will be completed once the ground control stations are set, or the decision is made to utilize photo identifiable (PID) locations, and the tree canopies are in full bloom, providing full 'leaf-on' conditions. The photography flight crew will collect the imagery as defined in the flight layout, encompassing the critical areas of the obstruction identification surfaces. Woolpert will collect imagery that will meet the specifications outlined in AC-17C. Woolpert will use a large format digital sensor to ensure quality high-resolution imagery, producing high contrast output. The imagery collected will be at a 6-inch GSD and will be edited and tested to ensure it meets the specifications in AC-17C before being geo-referenced. Extents of the 6" GSD extents are defined by the 18-B airport airspace analysis surfaces see Exhibit A.

After the acquisition and post processing of the aforementioned aerial photography, the images will be checked for completeness, cleanliness, and image quality at the workstation and will conform to Intel TIFF (continuous tone raster graphics/non-compressed) file format. The resulting ground resolution of the images will be 6" in size. The digital images will be geo-referenced (aerialtriangulated) in digital format to fix the imagery to real-world coordinates by utilizing the previously established ground control features or targets. Once the imagery is geo-referenced, the stereo models produced will be utilized for obstruction analysis. In the instance the imagery does not meet the standards required in AC-17C, Woolpert will propose a plan for collection of new imagery that does meet the standards.

Task C: Runway Surveys

Profile Surveys

Woolpert will perform an RTK GPS survey measuring the center profile survey and reduced to provided points every 10 feet along the centerline of the runway. This is not a Certified Part 139 airfield; therefore, additional profiles will not be collected at 10-foot offsets right and left at 10-foot intervals per AC-18B. The RTK base station will be set-up on the TSM's for conducting the profile survey. As a measure of quality control, the field team will make periodic RTK observation checks into either of the other two airport control stations. The profile survey will be conducted by performing two independent RTK GPS surveys, and then combined to produce the final alignment. The profile survey and deliverables will be conducted as accordance to AC-18B.

Critical Point Surveys

If an existing runway endpoint monument does not already exist at each runway end, displaced threshold, and stop-way point, a survey nail and washer, pre-stamped with the letters 'WOOLPERT 2019' will be set to aid in future identification. A field recovery sketch and five digital photographs as required by AC-18B will be developed for each runway end, displaced threshold, and stop-way.

Woolpert will determine runway lengths from the positions of the runway end points using NGS' INVERSE3D software. Runway lengths will be computed while at the airport and will also be compared to the lengths published in the airport facility directory. If the computed length, rounded to the nearest

foot, differs from the published length by more than a foot, Woolpert will contact the airport for further information on the reasons for the difference. If the lengths are consistent with the published length, no additional information will be required.

Task D: Obstruction Survey and Analysis

Woolpert will utilize a combination of photogrammetric and ground survey measurements to concisely compile the obstruction information. The surfaces that will be analyzed and reported against are found in Table 1 of this proposal.

Photogrammetric Surveys

Woolpert will utilize the ClearFlite software developed by BAE for dual purposes. One, to measure and record obstructions, and two, to quality control any obstruction analysis completed via ground survey. The triangulated stereo models generated from the imagery are inspected for features (points, lines and polygons) that penetrate the required surfaces. ClearFlite software is designed specifically for obstruction surface analysis and measurement, with the accuracy of measurements dependent on scale of photography and ground control measurements.

Ground Surveys

Woolpert will utilize a variety of survey techniques for acquisition of features that are suspected of penetrating the obstruction identification surfaces. Direct measurement (angle and distance), triangulation (angles from multiple locations) or RTK-GPS survey operations are among the most commonly used. Field measurements will be tied directly to the PACS/SACS at TCY. The field surveyors will be armed with a digital terrain model of the obstruction surfaces loaded in the data collection system that will allow for real-time analysis of features.

Obstruction Data Analysis

The obstruction data collected from the ground and photogrammetric surveys will be analyzed simultaneously in a 3D AutoCAD environment. The surfaces, points, lines and polygons collected will be inserted into AutoCAD and inspected to calculate and attribute the penetrations of the OIS. The obstructions will be inserted in the final deliverable to the FAA. Obstructions will be analyzed and delivered based on the as-built runway positions.

Surfaces to Analyzed: 18B VGA -All; part77 08 A(V), 26 12/30 A(NP)

Task E: Navigation Aids (NAVAIDS) Inventory

Woolpert will identify and survey all electronic and visual NAVAIDS associated to the airport that are required in AC-18B. Woolpert will utilize airport officials for assistance in identifying specific information about TCY's NAVAID systems. Assistance from the Airport and FAA will be vital in identifying any additional NAVAIDS that have been recently constructed, planned to be built or relocated. This assistance will be particularly important in identifying NAVAIDS located off the airport property or somehow unique to the airport.

Woolpert will determine the horizontal and/or vertical positions of each NAVAID using conventional total station surveys, RTK GPS, Static GPS, or a combination thereof. The type of survey technique will be determined by multiple considerations. These considerations are if particular NAVAIDs radio waves interfere with the GPS frequencies, location of NAVAID, and physical attributes of NAVAID structure.

Task F: Progress Reporting and Final Project Completion Report

Progress Reporting

The Woolpert project manager will be responsible for providing the airport a monthly progress report via email to effectively convey the team's progress throughout the project. Each progress report will contain progress updates and significant issues with the project including any deviations from the planned schedule.

Survey Reports

Woolpert will deliver the data files and reports defined in AC 150/5300-16A, 17C, and 18B. The AC's require that a geodetic control report is to be sent to the NGS if new control is to be published, an aerial imagery report is to be sent to the NGS for use in validation, and a final project completion report.

The final project completion report is an integral portion of the airport survey. The report is designed to convey all necessary survey information for the successful completion of approach/departure procedure development. The report will include a complete synopsis of each of the survey tasks listed above, the surveyor summary, runway/stopway specific surveys, NAVAIDs survey, obstruction survey, and control information.

Digital Survey Data File Delivery

Woolpert will develop a digital file deliverable in the appropriate format to be uploaded to the Airports GIS (<https://airports-gis.faa.gov/airportsgis/>). AC-18B outlines the requirements the FAA Feature Dictionary digital deliverable must follow. The data packet delivered will be in AutoCAD delivery file format. The digital deliverable will be delivered through the FAA Airports GIS web portal and will also be provided to the airport. The data file will contain the critical items identified in Table 2-1 in AC-18B.

Task G: Development of Ortho Photography

Requirements and Options

AC-17C requires the delivery of orthophotography for the area that stereo aerial photography is collected for completion of the airport airspace analysis. The pixel resolution of the orthos will be a minimum of 1-foot, dependent on the source. Woolpert is prepared to develop new orthophotography from the aerial photography collected in accordance with AC-17C; however, alternative sources may be available through the State-wide Ortho Photography Program, or recently acquired County-wide projects. Woolpert will attempt to retrieve existing orthoimagery that meets the specifications defined in AC-17C. A cost estimate option has been provided as a 'worst case' scenario where a new Digital Elevation Model (DEM) is not available from an existing source (State-wide, County-wide, United States Geological Survey, etc.)

and new orthophotography will need to be developed. If Woolpert is required to develop new orthophotography, the pixel resolution will be 1/2-foot for the area defined in Exhibit A.

Image Rectification. The DTM will be used in conjunction with a digital photogrammetric workstation. ImageStation Ortho Pro (ISOP) software enables the technician to use an input image and a terrain modeler grid file to create a digital orthophoto. Woolpert will use the center portion of each image to minimize the effects of relief displacement (building lean).

Interactive Image Mosaicing. All images will be merged to help eliminate mismatches between tiles in brightness and tonal quality and to ensure that radically displaced features, such as buildings, are not distorted when ortho tiles are edge-matched. Care will be taken to ensure tonal matching and featuring between images at technician-defined positions. Tiles will then be clipped from the mosaiced image.

Final Image Quality Check. Each digital orthophoto image will be checked to ensure proper and consistent tone, density, contrast, and brightness. Also, each image will be checked on the screen at the appropriate output scale for image defects such as scratches or other blemishes.

Sheet Layout. The orthophoto tiling format will follow a modular layout, covering by orthophotography the defined mapping limits. The tiles will be clipped to eliminate overlap between adjacent tiles.

Data Delivery. The final digital orthophoto image tiles will be furnished in 24-bit, color, in TIFF. The data will include appropriate information for geo-referencing. Sample digital image files will be provided for review and approval before delivery.

MrSID Data Sets

The MrSID Image will be Compression 20:1 and will be made and delivered after approval of final delivery of the Orthophotography.

Table 2-1. Survey Requirements Matrix

Intended End Use of the Data ➤	AC Reference	Airport Layout Plan (ALP)	Instrument Procedure Development
Required Tasks ▼			
Provide a Survey and Quality Control Plan	150/5300-16/17/18	•	•
Establish or validate Airport Geodetic Control	150/5300-16	•	•
Perform, document and report the tie to National Spatial Reference System (NSRS)	150/5300-16	•	•
Survey runway end(s)/threshold(s)	150/5300-18	•	•
Monument runway end(s)/threshold(s)	150/5300-18	•	•
Document runway end(s)/threshold location(s)	150/5300-18	•	• ¹
Identify and survey any displaced threshold(s)	150/5300-18	•	•
Monument displaced threshold(s)	150/5300-18	• ¹	•
Document displaced threshold(s) location	150/5300-18	•	•
Determine or validate runway length	150/5300-18	•	•
Determine or validate runway width	150/5300-18	•	•
Determine runway profile using 50 foot stations	150/5300-18	• ²	•
Determine runway profile using 10 foot stations	150/5300-18	• ²	•
Determine the touchdown zone elevation (TDZE)	150/5300-18	•	•
Determine and document the intersection point of all specially prepared hard surface (SPHS) runways	150/5300-18	•	
Determine and document the horizontal extents of any Stopways	150/5300-18	•	•
Determine any Stopway profiles	150/5300-18	•	•
Determine if the runway has an associated clearway	150/5300-18	•	
Survey clearway to determine objects penetrating the slope	150/5300-18	•	•
Determine and document the taxiway intersection to threshold distance	150/5300-18	•	
Determine runway true azimuth	150/5300-18	•	•
Determine or validate and document the position of navigational aids	150/5300-18	•	•
Determine or validate and document the position of runway abeam points of navigational aids	150/5300-18		•
Determine potential navigational aid screening objects	150/5300-18		
Collect and document VOR receiver checkpoint location and associated data	150/5300-18		
Perform or validate and document an airport airspace analysis	150/5300-18	•	•
Collect and document helicopter touchdown lift off area (TLOF)	150/5300-18	•	•
Collect and document helicopter final approach and takeoff area (FATO)	150/5300-18	•	•
Collect or validate and document airport planimetric data	150/5300-18	•	
Determine or validate the elevation of the Air Traffic Control Tower Cab Floor (if one is on the airport)	150/5300-18	•	

¹ Only when runway construction is involved.² All 14 CFR Part 139 airports require 10 foot stations. At all other airports the distance between stations is between 10 and 50 feet to meet local requirements

Intended End Use of the Data ➤	AC Reference	Airport Layout Plan (ALP)	Instrument Procedure
Required Tasks ▼			
Perform or validate a topographic survey	150/5300-18	•	• ⁴
Collect and document runway and taxiway lighting	150/5300-18	•	
Collect and document parking stand coordinates	150/5300-18		
Collect cultural and natural features of landmark value	150/5300-18	•	
Determine elevation of roadways at the intersecting point of the Runway Protection Zone (RPZ) or the runway centerline extended	150/5300-18	•	
Determine all Land Use to 65 DNL contour	150/5300-18	•	
Document features requiring digital photographs	150/5300-18	•	•
Document features requiring sketches	150/5300-18	•	•
Collect position and type of runway markings	150/5300-18	•	
Collect position and type taxiway markings	150/5300-18		
Locate, collect, and document photo ID points	150/5300-17		
Identify collect, and document wetlands or environmentally sensitive areas	150/5300-18	•	
Collect imagery	150/5300-17	•	•
Provide a final Project Report	150/5300-16/18	•	

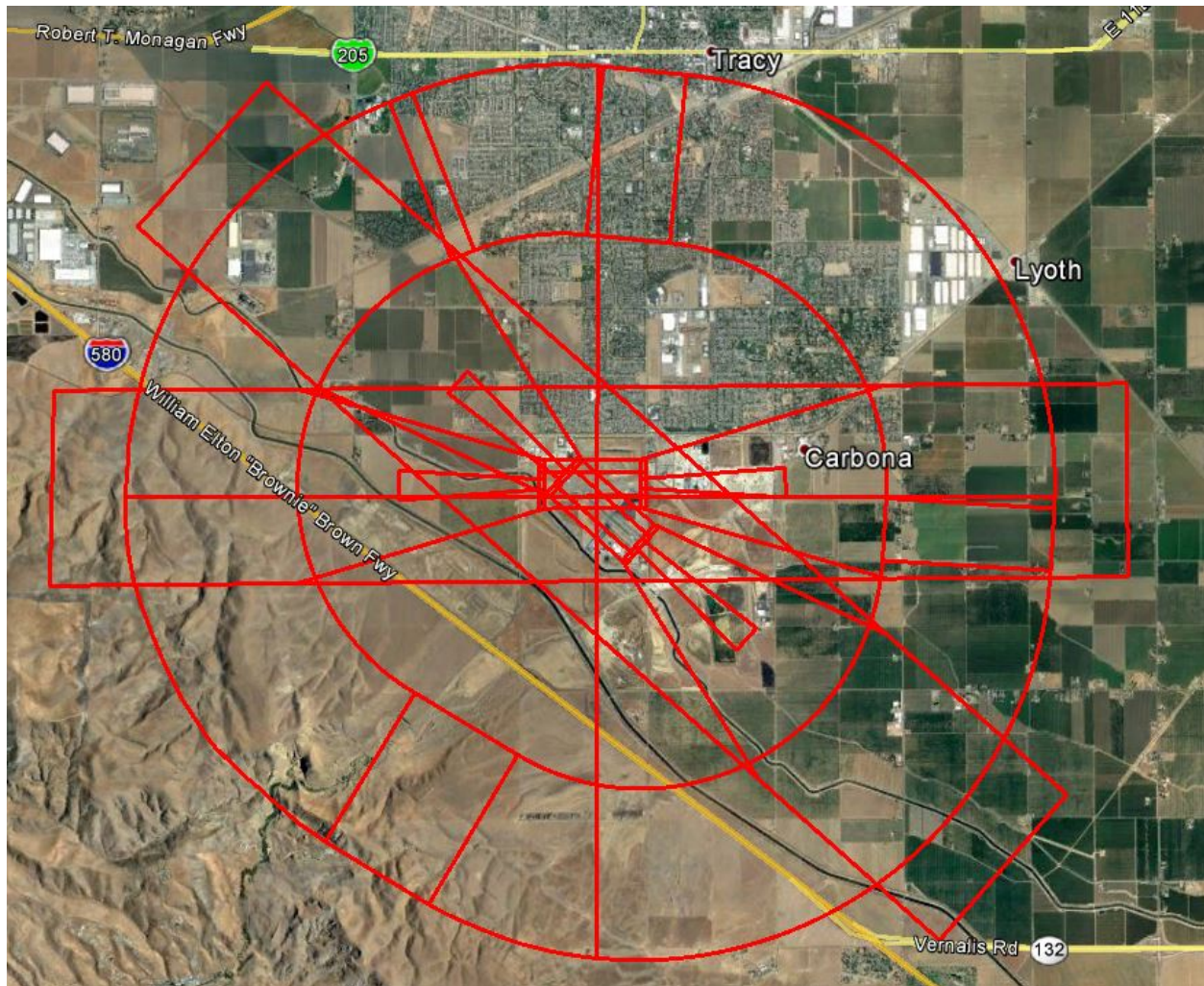
³ Only required for the identified Category II and III special topographic survey

⁴ For Cat II and III radar altimeter area or if specifically requested

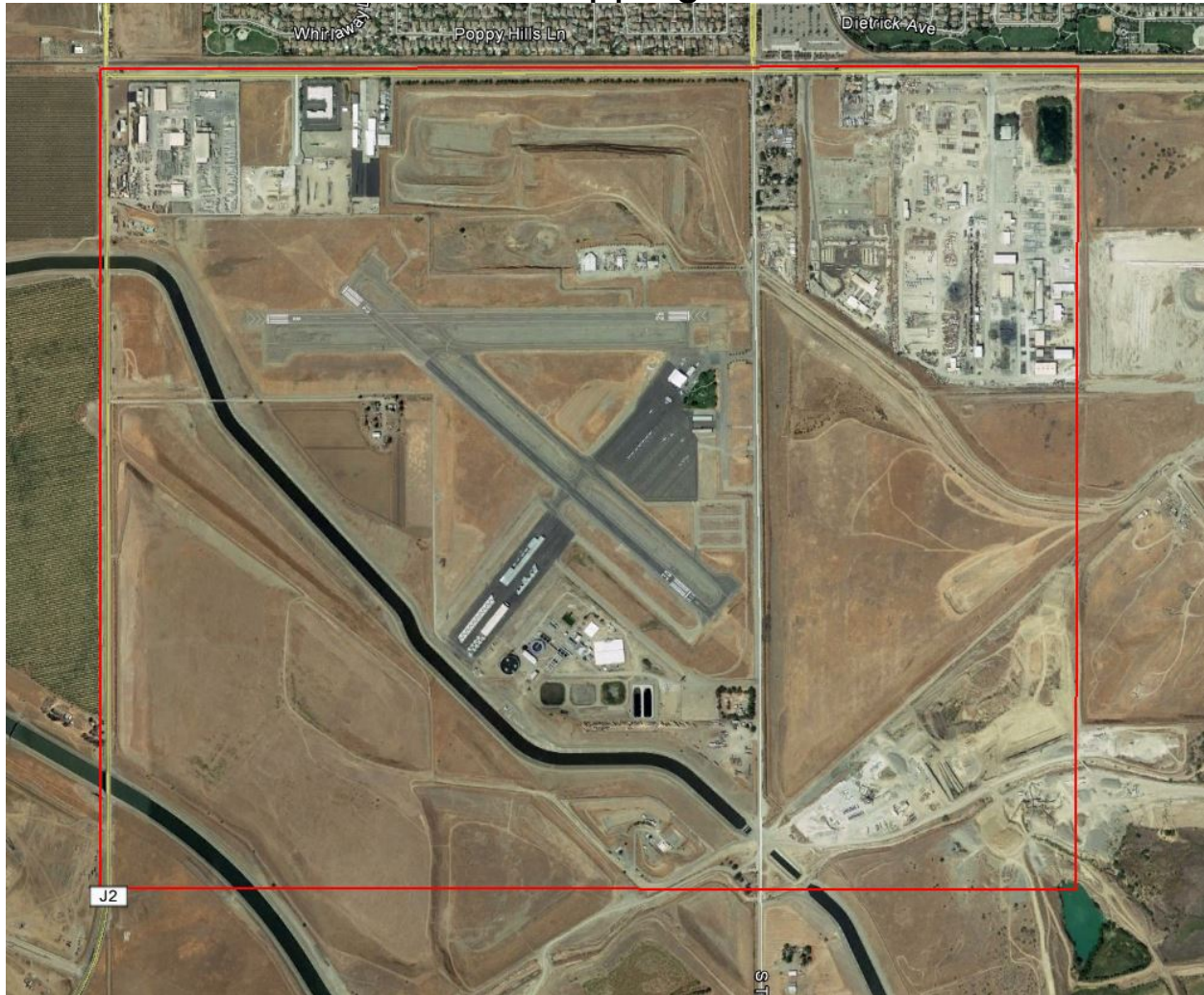
APPENDIX B – ADDITIONAL REFERENCES UTILIZED

- ➔ **AC 150/5300-16A** “General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey.”
- ➔ **AC 150/5300-17C** “Standards for Using Remote Sensing Technologies in Airport Surveys.”
- ➔ **AC 150-5300-18B** “General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards.”
- ➔ National Geodetic Survey. *Runway End, Stopway End, and Displaced Threshold Identification for Surveyors*. 1st ed. Washington: January 1998.
- ➔ Federal Aviation Administration. *Advisory Circular: Standards for Airport Markings* (Change 1 to Advisory Circular 150/5340-1H). AC # 150/5340-1H. Washington: December 2000.
- ➔ Federal Aviation Administration. *Advisory Circular: Ground Vehicle Operations on Airports*. AC # 150/5210-20. Washington: June 2002
- ➔ Federal Aviation Administration. *Advisory Circular: Standards for Airport Sign Systems*. AC # 150/5340-18C. Washington: July 1991.
- ➔ *Directory of Common Aviation Acronyms*. Carter & Burgess, 2003.
- ➔ Woolpert LLP. *Navigational Aids: Images of ILS Facilities and Other Surveyed Features* by NGS. June 2003.
- ➔ National Geodetic Survey. *Requirements for Digital Photographs of Survey Control*. Version 10. Washington: January 2002. Herein referred to as Digital Photo Requirements.

Tracy Municipal Airport (TCY) Exhibit A – Limits of AC-18B RVG Survey and Ortho



Tracy Municipal Airport (TCY) Exhibit B – Limits of ALP Mapping and 2 foot contours



Tracy Municipal Airport (TCY)

Exhibit D – 18b Mapping Layers

Safety Critical				
	Ac 150/5300- 18b Section Number	Features	On Airport	Off Airport
1	5.8.	AirportControlPoints	X	X
2	5.8.9.	CoordinateGridArea	X	X
3	5.4.19.	MarkingArea (Runway only)	X	
4	5.4.20.	MarkingLine (Runway only)	X	
5	5.10.	Navaidequipment	X	X
6	5.5.2.	Obstacle	X	X
7	5.5.3.	ObstructionArea	X	X
8	5.5.4.	ObstructionIDSurface	X	X
9	5.4.22.	Runway	X	
10	5.4.25.	RunwayBlastPad	X	
11	5.4.8.	RunwayCenterline	X	
12	5.4.12.	RunwayElement	X	
13	5.4.26.	RunwayEnd	X	
14	5.4.9.	RunwayHelipadDesignSurfaces	X	X
15	5.4.10.	RunwayIntersection	X	
16	5.4.27.	RunwayLabel	X	
17	5.4.11.	RunwayLAHSO	X	
18	5.4.18.	TouchDownLiftOff	X	

Non-Safety Critical				
	Ac 150/5300-18b Section Number	Features	On Airport	Off Airport
1	5.4.4.	AirfieldLight	X	
2	5.4.15.	AirportSign	X	
3	5.4.1.	AircraftGateStand	X	
4	5.4.2.	AircraftNonMovementArea	X	
5	5.4.16.	Apron	X	
6	5.4.5.	ArrestingGear	X	
7	5.13.1.	Bridge	X	X
8	5.9.1.	Building	X	X
9	5.13.2.	DrivewayArea	X	
10	5.13.3.	DrivewayCenterline	X	
11	5.8.10.	ElevationContour	X	X
12	5.9.4.	Fence	X	
13	5.9.5.	Gate	X	
14	5.8.11.	ImageArea	X	X
15	5.5.1.	LandmarkSegment	X	X
16	5.4.19.	MarkingArea (Off Runway)	X	
17	5.4.20.	MarkingLine (Off Runway)	X	
18	5.4.21.	MovementArea	X	
19	5.13.4.	ParkingLot	X	X
20	5.4.7.	PassengerLoadingBridge	X	
21	5.13.5.	RailroadCenterline	X	X
22	5.13.6.	RailroadYard	X	X
23	5.13.7.	RoadCenterline	X	X
24	5.13.8.	RoadPoint	X	X
25	5.13.9.	RoadSegment	X	X
26	5.4.24.	RunwayArrestingArea	X	
27	5.7.11.	Shoreline	X	X
28	5.4.29.	Shoulder	X	
29	5.6.10.	State	X	X
30	5.14.1.	TankSite	X	
31	5.4.31.	TaxiwayElement	X	
32	5.4.14.	Taxiwayholdingposition	X	
33	5.4.30.	TaxiwayIntersection	X	
34	5.9.6.	Tower	X	X
35	5.7.12.	Wetland (no official delineation)	X	
36	5.7.5.	Forest Stand Area	X	X

EXHIBIT C – CONTRACT PROVISIONS FOR OBLIGATED SPONSORS AND AIRPORT IMPROVEMENT PROJECTS

C1 ACCESS TO RECORDS AND REPORTS

2 CFR § 200.333

2 CFR § 200.336

FAA Order 5100.38

The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

C2 BREACH OF CONTRACT TERMS

2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Consultant or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

C3 CIVIL RIGHTS - GENERAL

49 USC § 47123

GENERAL CIVIL RIGHTS PROVISIONS

The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Consultant and subconsultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

C4 CIVIL RIGHTS – TITLE VI ASSURANCE

49 USC § 47123

FAA Order 1400.11

The City of Tracy in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”), agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the Consultant’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant’s noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it

or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by

discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

C5 CLEAN AIR AND WATER POLLUTION CONTROL

2 CFR § 200, Appendix II(G)

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Consultant must include this requirement in all subcontracts that exceeds \$150,000.

C6 DEBARMENT AND SUSPENSION

2 CFR part 180 (Subpart C)

2 CFR part 1200

DOT Order 4200.5

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

C7 DISADVANTAGED BUSINESS ENTERPRISE

49 CFR part 26

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Tracy to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Contract Assurance (§ 26.13) –

The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Consultant from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime Consultant agrees to pay each subconsultant under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime Consultant receives from City of Tracy. The prime Consultant agrees further to return retainage payments to each subconsultant within 7 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Tracy. This clause applies to both DBE and non-DBE subconsultants.

C8 DISTRACTED DRIVING

Executive Order 13513

DOT Order 3902.10

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the

project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

C9 ENERGY CONSERVATION REQUIREMENTS

2 CFR § 200, Appendix II(H)

Consultant and Subconsultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq.*).

C10 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

2 CFR 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Consultant, or any subconsultant at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Consultant is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Consultants shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Consultant or subconsultant participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Consultants or subconsultants toward a goal in an approved Plan does not excuse any covered Consultant's or subconsultant's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Consultant shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Consultant should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Consultants performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Consultant is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Consultant has a collective bargaining agreement to refer either minorities or women shall excuse the Consultant's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Consultant during the training period and the Consultant shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Consultant shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Consultant's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Consultant shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Consultant's employees are assigned to work. The Consultant, where possible, will assign two or more women to each construction project. The Consultant shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Consultant's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the

Consultant or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Consultant by the union or, if referred, not employed by the Consultant, this shall be documented in the file with the reason therefore along with whatever additional actions the Consultant may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Consultant has a collective bargaining agreement has not referred to the Consultant a minority person or female sent by the Consultant, or when the Consultant has other information that the union referral process has impeded the Consultant's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Consultant's employment needs, especially those programs funded or approved by the Department of Labor. The Consultant shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Consultant's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Consultant in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Consultant's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Consultant's EEO policy with other consultants and subconsultants with whom the Consultant does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Consultant's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Consultant shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Consultant's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Consultant's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction consultants and suppliers, including circulation of solicitations to minority and female consultant associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Consultant's EEO policies and affirmative action obligations.
8. Consultants are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Consultant is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Consultant actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Consultant's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Consultant. The obligation to comply, however, is the Consultant's and failure of such a group to fulfill an obligation shall not be a defense for the Consultant's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Consultant, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Consultant has achieved its goals for women generally), the Consultant may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The Consultant shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Consultant shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Consultant shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any consultant who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Consultant, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Consultant fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Consultant shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Consultants shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C11 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

29 USC § 201, et seq

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

C12 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR part 200, Appendix II(J)

49 CFR part 20, Appendix A

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C13 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

29 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

C14 TAX DELINQUENCY AND FELONY CONVICTIONS

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is (✓) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (✓) is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

C15 TERMINATION OF CONTRACT

2 CFR § 200 Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

C16 TRADE RESTRICTION CERTIFICATION

49 USC § 50104

49 CFR part 30

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Consultant must provide immediate written notice to the Owner if the Offeror/Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subconsultants provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subconsultant:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

RESOLUTION 2020-_____

APPROVING TASK ORDER NO. 9 TO THE R. W. BRANDLEY MASTER PROFESSIONAL SERVICES AGREEMENT, TO UPDATE THE TRACY AIRPORT LAYOUT PLAN, AS REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION UNDER AIP #3-06-0259-021-2019, UNDER CIP 77583

WHEREAS, The City has received a grant from the Federal Aviation Administration (FAA) for the Tracy Airport Layout update, and

WHEREAS, The City is under obligation, based on the FAA Airport Improvement Handbook, 49 USC Section 47107 (a)(16), to update the Airport Layout Plan, and

WHEREAS, The City has a Master Professional Services Agreement (MPSA) with R. W. Brandley (Consultant) for engineering, planning and environmental aspects of all City of Tracy Airport Improvements, and

WHEREAS, The Airport Consultant, R. W. Brandley, submitted a proposal to provide required engineering services, and

WHEREAS, The City and Consultant have negotiated the cost for the subject improvements, and

WHEREAS, The total fee for the Consultant is \$241,200, and 90% of the total cost will be paid by the FAA, and 10% will be paid by the California Division of Aeronautics;

NOW, THEREFORE BE IT RESOLVED, That the City Council of the City of Tracy hereby approves Task Order No. 9 to the R.W. Brandley Master Professional Services Agreement, to update the Tracy Airport Layout Plan, as required by the Federal Aviation Administration under AIP #3-06-0259-021-2019, under CIP 77583.

The following Resolution 2020-_____ was adopted by the Tracy City Council on the 7th day of April 7 2020, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.H

REQUEST

APPROVE THE FINAL SUBDIVISION MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 3996 SOUTHGATE LOT A, AND AUTHORIZE THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH THE SAN JOAQUIN COUNTY RECORDER

EXECUTIVE SUMMARY

Approval of the Final Subdivision Map (FSM) will facilitate the recordation of the Final Subdivision Map, to construct residential houses in the Southgate subdivision, which is located on the south side of Schulte Road, east of Mabel Josephine Drive. This subdivision consists of forty-two (42) lots. Bright Homes, Inc. a California corporation (Subdivider) has signed the Subdivision Improvement Agreement (SIA) for the construction of the subdivision's improvements.

DISCUSSION

On April 16, 2019, City Council approved the Vesting Tentative Subdivision Map, for a residential development known as Southgate Lot A, located on the south side of Schulte Road east of Mabel Josephine, via Resolution No. 2019-084. Southgate Lot A Subdivision will be composed of forty-two (42) residential single-family dwelling units.

Subdivider submitted a FSM to the City and this agenda item is to approve the filing of the FSM for Tract 3996, and authorize the City to execute the SIA for the same tract. The SIA along with the bonds will guarantee that the Subdivider will construct the public improvements required to serve the subdivision.

The FSM of Tract 3996 Southgate Lot A was reviewed and has been found to be in substantial compliance with the approved Vesting Tentative Subdivision Map.

The Engineering Division has reviewed the Improvement Plans. The SIA, FSM, and Improvement Plans are on file with the City Engineer and are available for review upon request.

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

FISCAL IMPACT

The Subdivider has paid the applicable engineering review fees, which include the cost of processing the FSM and SIA.

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 City Council of the City of Tracy, via resolution, approve the Final Subdivision Map and Subdivision Improvement Agreement for Tract 3996 Southgate Lot A, and authorize the City Clerk to file the Agreement with the San Joaquin County Recorder.

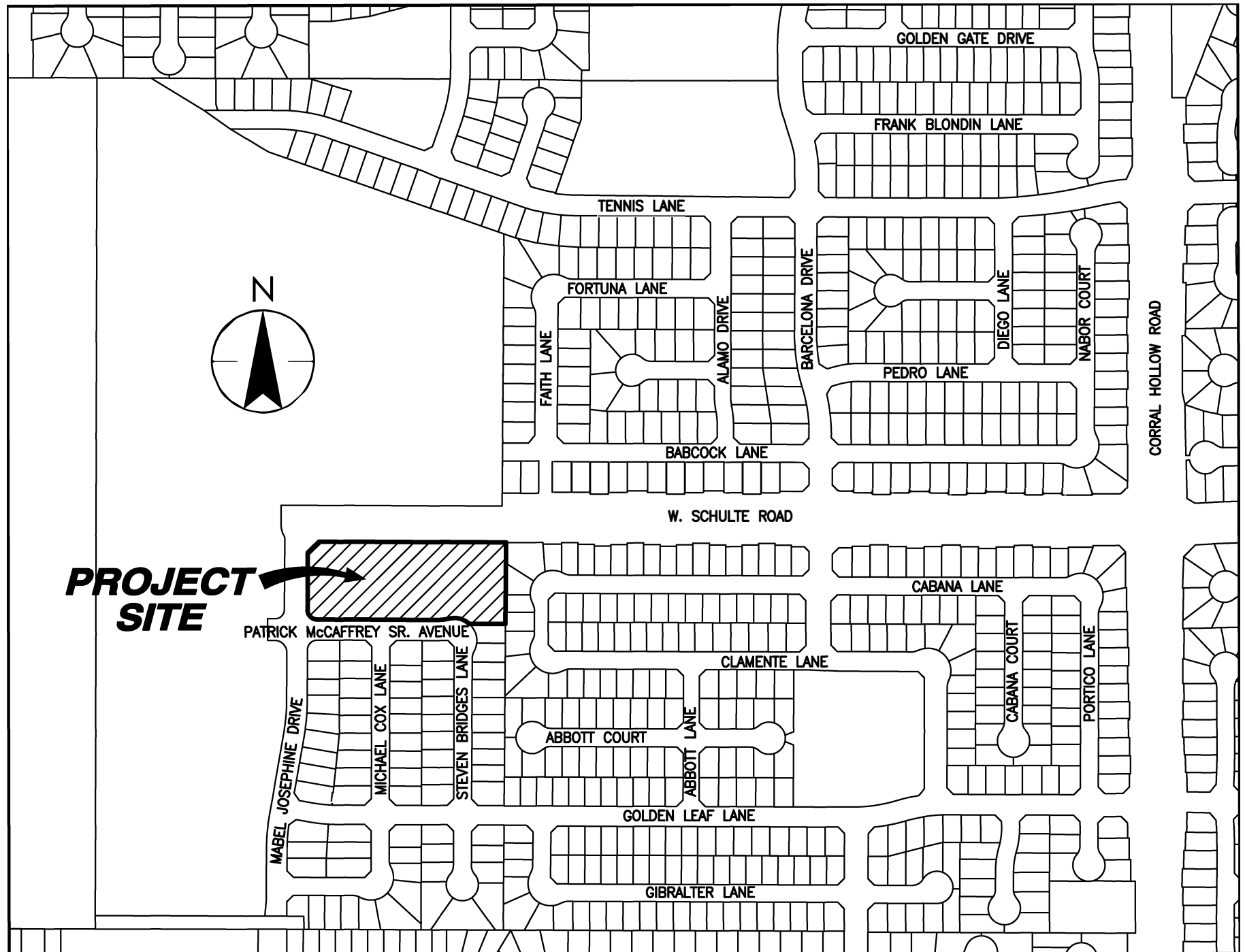
Prepared by: Al Gali, Associate Civil Engineer

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

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

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



LOCATION MAP

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. 3996, SUBDIVISIONS OF SAN JOAQUIN COUNTY, SOUTHGATE LOT A", 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.

WE ALSO OFFER THE REAL PROPERTY DESCRIBED BELOW, DEDICATED AS AN EASEMENT FOR PUBLIC ACCESS (PAE), AND/OR PUBLIC UTILITY EASEMENTS (PUE), FOR PUBLIC PURPOSES FOR ALL PRIVATE STREETS DESIGNATED AS LOT E. WE ALSO RELINQUISH TO THE CITY OF TRACY ALL ACCESS RIGHTS OF LOTS 1, 2, 3, 4 AND 5 TO AND FROM MABEL JOSEPHINE DRIVE THROUGH LOT B ALONG THE WESTERN PROPERTY LINE OF SAID LOTS, LOTS 6, 7, 8, 9, 10, 11, 12, 13 AND 14 THROUGH LOT C AND LOT D ALONG SOUTHERN EDGE OF SAID LOTS TO AND FROM PATRICK McCAFFREY SENIOR AVENUE, LOTS A, B, C AND D ARE FOR LANDSCAPING PURPOSES, THEY WILL BE OWNED AND MAINTAINED BY A MANDATORY HOMEOWNER'S ASSOCIATION, ALL AS SHOWN ON THIS FINAL MAP.

OWNER: BRIGHT DEVELOPMENT, A CALIFORNIA CORPORATION.

BY: MB COO DATE: 12/19/19
NAME: TITLE:

NOTARY 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 } S.S.
COUNTY OF Stanislaus
ON December 19, 2019, BEFORE ME, Georgie Price,
A NOTARY PUBLIC, PERSONALLY APPEARED Mark Beisswanger

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

SIGNATURE: Georgie Price NAME (PRINT): Georgie Price
PRINCIPAL COUNTY OF BUSINESS: Stanislaus
COMMISSION NUMBER: 2146396 MY COMMISSION EXPIRES: April 12, 2020

OMITTED SIGNATURES:

PURSUANT TO SECTION 66436 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

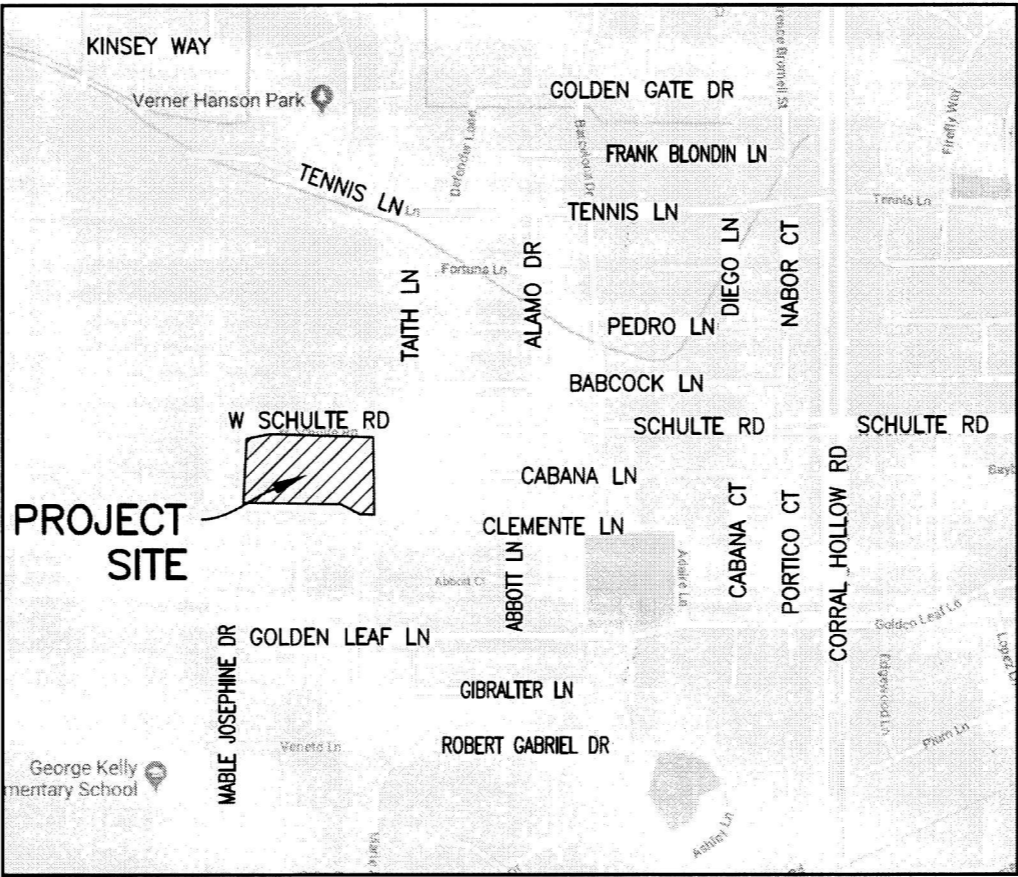
1. GRANTED TO: ALFRED C. AITKEN AND WIFE
DOCUMENT: BOOK 907 OF OFFICIAL RECORDS, PAGES 111 AND 113, S.J.C.R.
PURPOSE: WASTE IRRIGATION RUN-OFF WATER.
2. GRANTED TO: GABRIEL P. MOITOSO
DOCUMENT: BOOK 907 OF OFFICIAL RECORDS, PAGE 112, S.J.C.R.
PURPOSE: RIGHT OF WAY.
3. GRANTED TO: GABRIEL P. MOITOSO, FRANK CASTRO AND ANTHONY G. VIERRA
DOCUMENT: BOOK 1352 OF OFFICIAL RECORDS, PAGE 33, S.J.C.R.
PURPOSE: RIGHT OF WAY DEED AND AGREEMENT

TRACT NO. 3996
SUBDIVISIONS OF SAN JOAQUIN COUNTY
SOUTHGATE LOT A

BEING A SUBDIVISION OF LOT "A" AS SHOWN ON THE MAP OF "SOUTHGATE, UNIT NO. 1" FILED IN BOOK 40 OF MAPS AND PLATS, AT PAGE 94, SAN JOAQUIN COUNTY RECORDS, IN A PORTION OF THE SOUTH HAIF OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

DECEMBER, 2019

WVH
CONSULTING ENGINEERS
430 10th Street
Modesto, CA 95354
Tel: 209.568.4477 Fax: 209.568.4478



VICINITY MAP
NOT TO SCALE

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. 3996, SUBDIVISIONS OF SAN JOAQUIN COUNTY, SOUTHGATE LOT A", CITY OF TRACY, CALIFORNIA, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION AS AN EASEMENT FOR PUBLIC ACCESS, AND OR/ PUBLIC UTILITY EASEMENTS (PUE), FOR PUBLIC PURPOSES FOR ALL PRIVATE STREETS DESIGNATED AS LOT E. WE ALSO RELINQUISH TO THE CITY OF TRACY ALL ACCESS RIGHTS OF LOTS 1, 2, 3, 4 AND 5 TO AND FROM MABEL JOSEPHINE DRIVE THROUGH LOT B ALONG THE WESTERN PROPERTY LINE OF SAID LOTS, LOTS 6, 7, 8, 9, 10, 11, 12, 13 AND 14 THROUGH LOT C AND LOT D ALONG SOUTHERN EDGE OF SAID LOTS TO AND FROM PATRICK McCAFFREY SENIOR AVENUE, ALL AS SHOWN ON THIS FINAL MAP, SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON OF SAID PRIVATE STREETS 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.

DATED THIS ____ DAY OF _____, 20____.

ADRIANNE RICHARDSON, CITY CLERK
AND CLERK OF THE CITY COUNCIL

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 BRIGHT DEVELOPMENT, A CALIFORNIA CORPORATION, ON MAY 7, 2018. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER, 2020, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED THIS 19 DAY OF DECEMBER, 2019.

Ryan Vance
RYAN VANCE, L.S. 8225
LICENSE EXPIRATION DATE: 06/30/21



SURVEYOR FOR THE CITY STATEMENT:

I, DAVID W. ENKE, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 3996, SUBDIVISIONS OF SAN JOAQUIN COUNTY, SOUTHGATE LOT A", 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 _____, 20____.

DAVID W. ENKE, L.S. 4071
SURVEYOR FOR THE CITY

CITY ENGINEER'S STATEMENT:

I, ROBERT ARMUJO, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF TRACY, CALIFORNIA, AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 3996, SUBDIVISIONS OF SAN JOAQUIN COUNTY, SOUTHGATE LOT A", 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 TITLE 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 _____, 20____.

ROBERT ARMUJO, R.C.E. 63173
CITY ENGINEER

COUNTY RECORDER'S STATEMENT:

FILED THIS ____ DAY OF _____, 20____, AT ____ .M.

IN BOOK ____ OF MAPS AND PLATS, AT PAGE _____, AT THE REQUEST OF

WVH CONSULTING ENGINEERS.

FEES \$ ____ PAID

STEVE J. BESTOLARIDES
ASSESSOR-RECORDER-COUNTY CLERK

BY: _____
ASSISTANT/DEPUTY RECORDER

T. 2 S.
R. 4 E.
M.D.M.

T. 2 S.
R. 5 E.
M.D.M.

19

30

FD RAILROAD SPIKE
BOLT (R1)

24

25

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 $0^{\circ}16'06''$ 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 BEARINGS SHOWN HEREON. ALL DISTANCES SHOWN ARE GROUND DISTANCES.

REFERENCES:

- (R1) SOUTHGATE, UNIT NO. 1, BOOK 40-M&P-94, S.J.C.R.
(R2) CERTIFICATE OF CORRECTION D.N. 2006-206543, S.J.C.R.
(R3) RECORD OF SURVEY, BOOK 36-RS-118, S.J.C.R.

SECTION CORNER
FD. 2-1/2" BRASS DISK STAMPED L.S. 5956
(CITY OF TRACY CONTROL MON. GPS-17) PER CR-92-005
N=2093176.04
E=6286070.19

NOTE:

COORDINATES ARE BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83, EPOCH 2004.0

EAST 1/4 SECTION CORNER
FD. 2-1/2" BRASS DISK
STAMPED L.S. 5956
CR-92-004

(BASIS OF BEARINGS)
 $N0^{\circ}16'06''E$ 4001.32'(M)(R1)
 $N0^{\circ}16'03''E$ 4000.98'(R3)

FD. 2-1/2" BRASS DISK STAMPED L.S. 3532 IN
MONUMENT WELL AT CENTERLINE OF SCHULTE
ROAD (CITY OF TRACY CONTROL MON GPS-16)
PER 36-RS-118
N=2089175.10
E=6286051.51

SCHULTE ROAD

LEGEND:

- FOUND 3/4" IRON PIPE TAGGED L.S. 6953, UNLESS OTHERWISE NOTED.
- SET 3/4" x 30" LONG IRON PIPE TAGGED L.S. 8225 AT THE SUBDIVISION BOUNDARY LINES.
- FOUND AND ACCEPTED MONUMENT IN WELL AS NOTED.
- SET 3/4" x 30" LONG IRON PIPE TAGGED L.S. 8225 IN MONUMENT WELL.
- SET NAIL/TAG L.S. 8225 IN CONCRETE WALK AT ALL FRONT LOT CORNERS, ANGLE POINTS AND CURVES.
- SET 1/2" x 24" LONG IRON PIPE TAGGED L.S. 8225 AT OFFSET NOTED.
- EXISTING RESTRICTED ACCESS. ACCESS RIGHTS RELINQUISHED TO THE CITY OF TRACY ON (R1)
- ACCESS RIGHTS RELINQUISHED TO THE CITY OF TRACY
- S.J.C.R. SAN JOAQUIN COUNTY RECORDS
- RS RECORD OF SURVEY
- PM PARCEL MAP
- M&P. MAPS AND PLATS
- (M) MEASURED ON THIS SURVEY
- PUE PUBLIC UTILITY EASEMENT
- C1 CURVE DATA TABLE REFERENCE
- L1 LINE DATA TABLE REFERENCE
- (R) RADIAL BEARING
- WC WITNESS CORNER
- D.N. DOCUMENT NUMBER
- FD. FOUND

TRACT NO. 3996

SUBDIVISIONS OF SAN JOAQUIN COUNTY SOUTHGATE LOT A

BEING A SUBDIVISION OF LOT "A" AS SHOWN ON THE MAP OF "SOUTHGATE, UNIT NO. 1" FILED IN BOOK 40 OF MAPS AND PLATS, AT PAGE 94, SAN JOAQUIN COUNTY RECORDS, IN A PORTION OF THE SOUTH HALF OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA DECEMBER, 2019



430 10th Street
Modesto, CA 95354
Tel: 209.568.4477 Fax: 209.568.4478

SUBDIVISION SUMMARY:

42 LOTS = 106,411 S.F. = 2.44 AC
LOTS A, B, C AND D (LANDSCAPE) = 9,187 S.F. = 0.21 AC
LOT E (PRIVATE STREETS) = 33,738 S.F. = 0.78 AC
TOTAL = 149,336 S.F. = 3.43 AC

40-M&P.-94

NOTES:

- ALL DISTANCES ARE GROUND AND IN US FEET. TO GET GRID DISTANCES MULTIPLY GROUND DISTANCES BY 0.999915028.
- THIS MAP REFERS TO APPROVED TENTATIVE MAP TSM18-0004.
- ALL REFERENCES ARE TO SAN JOAQUIN COUNTY RECORDS AND BOOK OR VOLUME PRECEDES PAGE.
- LOTS A, B, C AND D ARE FOR LANDSCAPING PURPOSES, WILL BE OWNED AND MAINTAINED BY A MANDATORY HOMEOWNER'S ASSOCIATION PER THIS MAP. LOTS B, C AND D ARE COVERED ENTIRELY BY A PUBLIC UTILITY EASEMENT PER BOOK 40 OF MAPS AND PLATS, PAGE 94, ALSO LOT A PER THIS MAP.
- SEE SHEETS 3 FOR THE EXISTING AND PROPOSED RESTRICTED ACCESS.
- PORTION OF THE EXISTING RESTRICTED ACCESS PER (R1) ABANDONED PER THIS MAP
- SEE SHEET 4 FOR CURVE DATA.
- PRIVATE STREETS DESIGNATED AS SWEETBAY CIRCLE AND ALBA WAY, ALSO KNOWN AS LOT E, ARE PUBLIC UTILITY EASEMENT (PUE) AND PUBLIC ACCESS EASEMENT (PAE).



SCALE: 1" = 50'

SECTION CORNER
FD. 2-1/2" BRASS DISK
STAMPED L.S. 5956 IN
MONUMENT WELL PER CR-92-006

CORRAL HOLLOW ROAD

SAN MARCO, UNIT NO. 13
35-M&P.-63

W. SCHULTE ROAD

FABIAN ROAD

MABEL JOSEPHINE DRIVE

SWEETBAY CIRCLE

SHEET 3

SWEETBAY CIRCLE

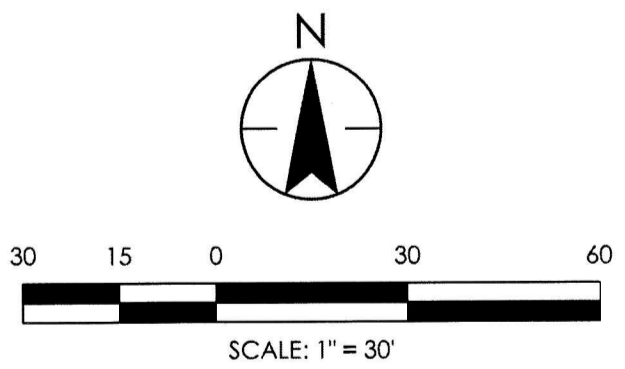
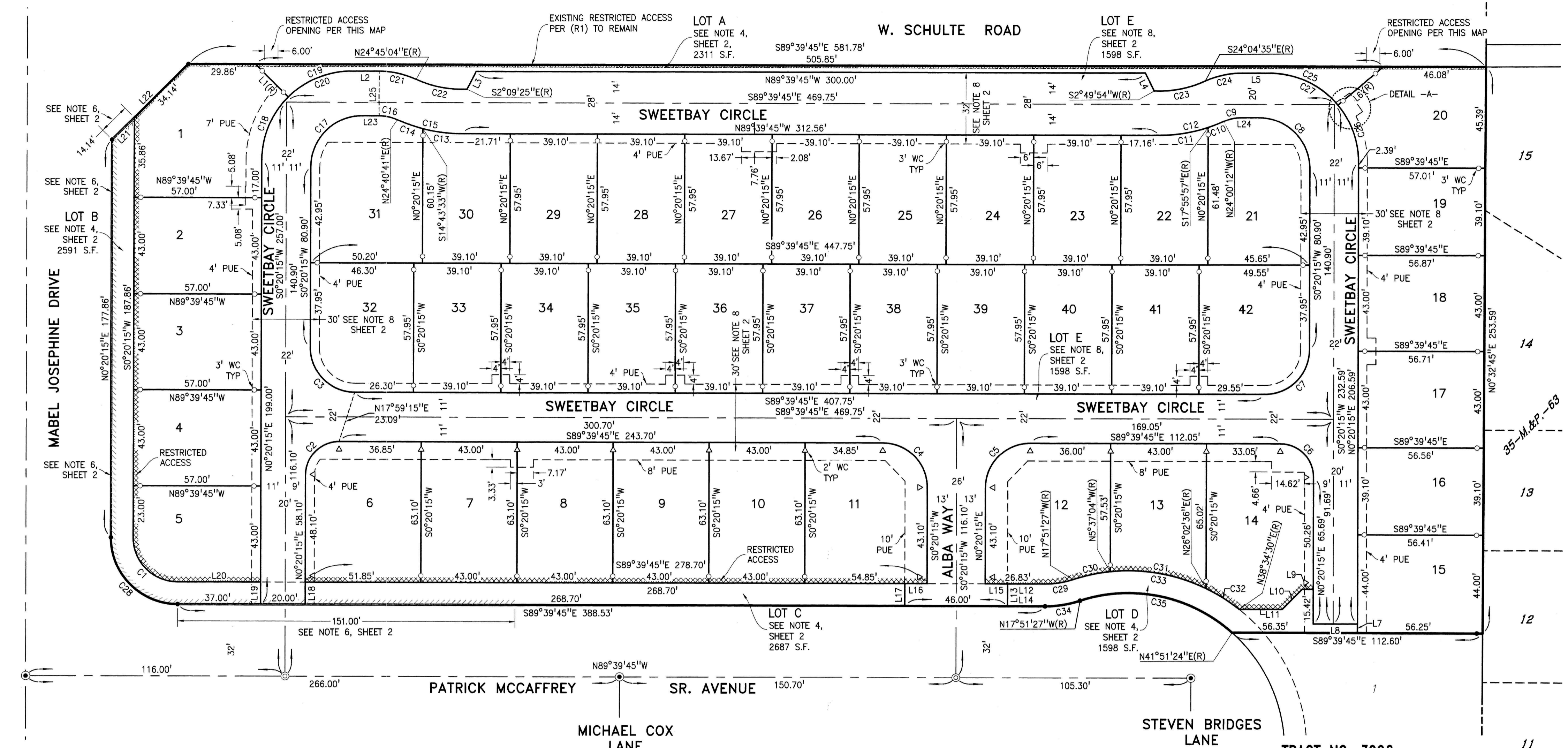
ALBA WAY

PATRICK MCCAFFREY

SR. AVENUE

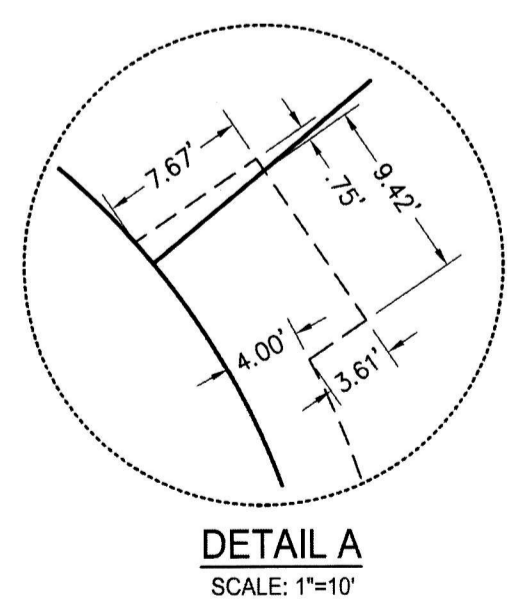
MICHAEL COX LANE

STEVEN BRIDGES LANE



NOTES:
 1. SEE SHEET 4 OF 4 FOR CURVES, LINES AND LOTS AREA TABLES.

ABBREVIATION:
 S.J.C.R. SAN JOAQUIN COUNTY RECORDS
 RS RECORD OF SURVEY
 PM PARCEL MAP
 M.&P. MAPS AND PLATS
 (M) MEASURED ON THIS SURVEY
 PUE PUBLIC UTILITY EASEMENT
 C1 CURVE DATA TABLE REFERENCE
 L1 LINE DATA TABLE REFERENCE
 (R) RADIAL BEARING
 WC WITNESS CORNER
 D.N. DOCUMENT NUMBER
 FD. FOUND



- LEGEND:**
- FOUND 3/4" IRON PIPE TAGGED L.S. 6953, UNLESS OTHERWISE NOTED.
 - SET 3/4" x 30" LONG IRON PIPE TAGGED L.S. 8225 AT THE SUBDIVISION BOUNDARY LINES.
 - FOUND AND ACCEPTED MONUMENT IN WELL AS NOTED.
 - SET 3/4" x 30" LONG IRON PIPE TAGGED L.S. 8225 IN MONUMENT WELL.
 - SET NAIL/TAG L.S. 8225 IN CONCRETE WALK AT ALL FRONT LOT CORNERS, ANGLE POINTS AND CURVES.
 - SET 1/2" x 24" LONG IRON PIPE TAGGED L.S. 8225 AT OFFSET NOTED.
 - EXISTING RESTRICTED ACCESS. ACCESS RIGHTS RELINQUISHED TO THE CITY OF TRACY ON (R1)
 - ACCESS RIGHTS RELINQUISHED TO THE CITY OF TRACY

TRACT NO. 3996
 SUBDIVISIONS OF SAN JOAQUIN COUNTY
SOUTHGATE LOT A

BEING A SUBDIVISION OF LOT "A" AS SHOWN ON THE MAP OF "SOUTHGATE, UNIT NO. 1" FILED IN BOOK 40 OF MAPS AND PLATS, AT PAGE 94, SAN JOAQUIN COUNTY RECORDS, IN A PORTION OF THE SOUTH HALF OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
 DECEMBER, 2019

W&H CONSULTING ENGINEERS
 430 10th Street
 Modesto, CA 95354
 Tel: 209.568.4477 Fax: 209.568.4478

CURVE DATA TABLE					
CURVE	DELTA	RADIUS	LENGTH	CH.BEARING	CHORD
C1	90°00'00"	20.00'	31.42'	N44°39'45"W	28.28'
C2	90°00'00"	15.00'	23.56'	N45°20'15"E	21.21'
C3	90°00'00"	20.00'	31.42'	N44°39'45"W	28.28'
C4	90°00'00"	20.00'	31.42'	S44°39'45"E	28.28'
C5	90°00'00"	20.00'	31.42'	N45°20'15"E	28.28'
C6	90°00'00"	15.00'	23.56'	S44°39'45"E	21.21'
C7	90°00'00"	20.00'	31.42'	S45°20'15"W	28.28'
C8	90°00'00"	23.00'	36.13'	S44°39'45"E	32.53'
C9	24°20'26"	20.00'	8.50'	N78°10'02"E	8.43'
C10	6°04'15"	70.00'	7.42'	N69°01'56"E	7.41'
C11	18°16'11"	70.00'	22.32'	N81°12'09"E	22.23'
C12	24°20'26"	70.00'	29.74'	N78°10'02"E	29.51'
C13	14°23'18"	70.00'	17.58'	S82°28'06"E	17.53'
C14	9°57'08"	70.00'	12.16'	S70°17'53"E	12.14'
C15	24°20'26"	70.00'	29.74'	S77°29'32"E	29.51'
C16	24°20'26"	20.00'	8.50'	S77°29'32"E	8.43'
C17	90°00'00"	23.00'	36.13'	N45°20'15"E	32.53'
C18	45°00'00"	40.00'	31.42'	S22°50'15"W	30.61'
C19	45°00'00"	40.00'	31.42'	S67°50'15"W	30.61'
C20	90°00'00"	40.00'	62.84'	S45°20'15"W	56.57'

CURVE DATA TABLE					
CURVE	DELTA	RADIUS	LENGTH	CH.BEARING	CHORD
C21	24°24'49"	40.00'	17.04'	N77°27'20"W	16.92'
C22	26°54'29"	50.00'	23.48'	N78°42'10"W	23.27'
C23	26°54'29"	50.00'	23.48'	S79°22'40"W	23.27'
C24	24°24'49"	40.00'	17.04'	S78°07'50"W	16.92'
C25	49°55'04"	40.00'	34.85'	N64°42'13"W	33.76'
C26	40°04'56"	40.00'	27.98'	N19°42'13"W	27.42'
C27	90°00'00"	40.00'	62.83'	N44°39'45"W	56.57'
C28	90°00'00"	30.00'	47.12'	N44°39'45"W	42.43'
C29	18°11'42"	40.00'	12.70'	S81°14'24"W	12.65'
C30	12°14'23"	80.00'	17.09'	S78°15'45"W	17.06'
C31	31°39'39"	80.00'	44.20'	N79°47'14"W	43.65'
C32	12°31'55"	80.00'	17.50'	N57°41'27"W	17.46'
C33	56°25'57"	80.00'	78.79'	S79°38'28"E	75.65'
C34	18°11'42"	50.00'	15.88'	S81°14'24"W	15.81'
C35	59°42'51"	70.00'	72.95'	N78°00'01"W	69.70'

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S44°39'45"E	20.81'
L2	N89°39'45"W	12.50'
L3	S26°54'09"W	8.94'
L4	N26°13'39"W	8.94'
L5	N89°39'45"W	12.50'
L6	N50°15'19"E	26.78'
L7	S0°20'15"W	4.00'
L8	S89°39'45"E	20.00'
L9	N89°39'45"W	5.00'
L10	S45°20'15"W	12.73'
L11	N89°39'45"W	19.24'
L12	S89°39'45"E	16.83'
L13	N0°20'15"E	10.00'
L14	N89°39'45"W	16.83'
L15	N89°39'45"W	10.00'
L16	N89°39'45"W	10.00'
L17	S0°20'15"W	10.00'
L18	N0°20'15"E	10.00'
L19	S0°20'15"W	10.00'
L20	N89°39'45"W	37.00'

(R)

(R)

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L21	N45°20'15"E	14.14'
L22	N45°20'15"E	48.28'
L23	N89°39'45"W	7.50'
L24	N89°39'45"W	7.50'
L25	N0°20'15"E	20.00'

LOT AREA TABLE	
LOT	SF
1	3296
2	2451
3	2451
4	2451
5	2365
6	3223
7	2713
8	2713
9	2713
10	2713
11	3375
12	3371
13	2546
14	3361
15	2479
16	2209
17	2435
18	2442
19	2226
20	2653
21	2870
22	2291
23	2266

LOT AREA TABLE	
LOT	SF
24	2266
25	2266
26	2266
27	2266
28	2266
29	2266
30	2278
31	3147
32	2597
33	2266
34	2266
35	2266
36	2266
37	2266
38	2266
39	2266
40	2266
41	2266
42	2786
A	2311
B	2591
C	2687
D	1598
E	33738

TRACT NO. 3996
SUBDIVISIONS OF SAN JOAQUIN COUNTY
SOUTHGATE LOT A

BEING A SUBDIVISION OF LOT "A" AS SHOWN ON THE MAP OF "SOUTHGATE, UNIT NO. 1" FILED IN BOOK 40 OF MAPS AND PLATS, AT PAGE 94, SAN JOAQUIN COUNTY RECORDS, IN A PORTION OF THE SOUTH HAIF OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
DECEMBER, 2019



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
TRACT 3996, SOUTHGATE LOT A

This Subdivision Improvement Agreement (Agreement or SIA) is entered into between the City of Tracy, a municipal corporation (City), and Bright Development, Inc. a California Corporation, (Subdivider).

Recitals

- A.** 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 Tract 3996, Southgate Lot A (the "Project"). The Final Map, was approved by the City Council on _____, by Resolution No. 2019-_____, is on file with the City Clerk, and is incorporated here by reference.
- B.** The Project is geographically located within the boundaries of the Vesting Tentative Map known as Tract 3996, Southgate Lot A (Vesting Tentative Map). The Tentative Map was approved by the City Council on _____, by Resolution No. _____, is on file with the City Clerk, and is incorporated here by reference.
- C.** The Tentative Map approval was subject to certain conditions of approval (Conditions). The Conditions are attached here as Exhibit "A" and incorporated by reference.
- D.** 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.
- E.** 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: 1) Tract 3996, Southgate Lot A Improvement Plans.
- F.** 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 \$718,606 to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as complete) under Government Code sections 66499.1, 66499.4, and 66499.9.

3.2 Labor and Material security in the amount of \$718,606 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 \$71,860.60 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 \$6,000 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 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; "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 any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

The provisions of this section survive completion of the services or the termination of this 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 \$1,000,000 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.

5.5.3 The Subdivider shall require its subcontractors to name it and the City as Additional Insureds.

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 are the property of the City, and 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 Subdivider's execution of this Agreement and before the beginning of any Work, the Subdivider shall pay the City Inspection Fees in the amount of 3½ % of the estimated Project costs (as approved by the City Engineer). If the City determines that the City's actual costs of inspecting the Work (including all costs and expenses of inspection, reviewing maps and plans, field checking, testing, and administrative and overhead costs of 15 %) exceeds the amount of inspection fees paid by the Subdivider, the Subdivider shall pay the City the actual costs of inspecting the Work less the inspection fees previously paid. If the City requires an independent inspection, the Subdivider shall pay all such costs and provide a report to the City.

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
Development Services Dept.
333 Civic Center Plaza
Tracy, CA 95376

To Subdivider:
Bright Development, Inc.
Mark L. Beisswanger
1620 N. Carpenter Rd. Bldg. B
Modesto, CA 95351

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 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.

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: Leticia Ramirez, City Attorney


Subdivider

Bright Development, Inc.


By: Mark L. Beisswanger

Title: Chief Operating Officer

Date: 12/13/2019


By: John M. Dunn

Title: Vice President

Date: 12/13/2019

Federal Employer Tax ID No. 94-1741340

Exhibit A: Conditions of Approval (Recital C.)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Stanislaus)

On December 13, 2019 before me, Georgie Price, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Mark L. Beisswanger and John M. Dunn
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Georgie Price
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agmt. Southgate Lot A

Document Date: Dec. 13, 2019 Number of Pages: Seven

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RESOLUTION 2020-_____

APPROVING THE FINAL SUBDIVISION MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 3996 SOUTHGATE LOT A, AND AUTHORIZING THE CITY CLERK TO FILE THE AGREEMENT WITH THE SAN JOAQUIN COUNTY RECORDER

WHEREAS, The Concept, Preliminary and Final Development Plan, and the Vesting Tentative Subdivision Map for Southgate Lot A Subdivision ("Southgate Lot A VTM"), a single-family residential development with a total of forty-two (42) single family dwelling lots, was approved by City Council on April 16, 2019, pursuant to Resolution No. 2019-084, and

WHEREAS, Subdivider submitted a Final Subdivision Map to subdivide the parcel(s) into forty-two (42) residential lots and is further described as Tract 3996 Southgate Lot A, and

WHEREAS, The Subdivider has executed the Subdivision Improvement Agreement and posted improvement security which will guarantee the construction of the public utilities improvements required to serve Tract 3996 Southgate Lot A, and

WHEREAS, The Engineering Division has reviewed the Improvement Plans. The Subdivision Improvement Agreement, Final Subdivision Map, and Improvement Plans are on file with the City Engineer and are available for review upon request, and

WHEREAS, Upon completion of all the public improvements, the City will accept the public improvements for maintenance and will accept all offers of dedication of public easements, and

WHEREAS, The Developer has paid the applicable engineering review fees which include the cost of processing the Final Subdivision Map, Improvement Plans, and Subdivision Improvement 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 3996 Southgate Lot A, and authorizes the City Clerk to file the Agreement with the Office of the San Joaquin County Recorder.

The foregoing Resolution 2020-_____ was adopted by the City Council on the 7th day of April 2020, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.I

REQUEST

**ADOPT THE LIST OF PROPOSED PROJECTS FOR FISCAL YEAR 2020-2021
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 2020-2021 funded by Senate Bill 1 (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 \$1,752,699. This amount is based on revenues that the City anticipates receiving from the Road Maintenance and Rehabilitation Account (RMRA) as part of SB 1.

DISCUSSION

The Road Repair and Accountability Act of 2017 (Act) 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 \$1,752,699 for FY 2020-2021 from the RMRA (Attachment A).

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.

The project locations were selected based on the City's Pavement Management System, coordination with the Public Works Division of Streets, Engineering Staff's visual inspection, planned transportation projects, public comment review, and available funds.

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.

This list of projects includes newly proposed projects as well as previously proposed and adopted projects that may utilize fiscal year 2020-2021 RMRA revenues in their delivery (Attachment C). Attachment B shows the list of RMRA payments by the State Controller's Office to the City of Tracy for FY 2018-19.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Quality of Life Strategic Priority and specifically implements the following goal:

Goal 2: Advance Infrastructure Projects to Improve Citywide Traffic Conditions.

FISCAL IMPACT

The approved CIP projects for this effort are CIP 73166, CIP 73176, and CIP 73178. A city can carryover unexpended SB 1 RMRA funds to subsequent fiscal years. The expected funding is summarized in the following table:

Project	F242 – Transportation Sales Tax	F245 – Gas Tax	Funding Sources		
			Regional Surface Transportation Program (RSTP)	SB 1 RMRA	Total
CIP 73178 Street Patch & Overlay FY 2020-2021	\$540,000	\$135,000	\$1,284,163	\$1,752,699	\$3,711,862
CIP 73176 Street Patch & Overlay FY 2019-2020	\$540,000	\$135,000	\$0	\$1,500,000	\$2,175,000
CIP 73166 Street Patch & Overlay FY 2018-2019 Phases 1 and 2	\$431,576	\$135,000	\$1,190,000	\$1,467,614	\$3,224,190

RECOMMENDATION

Staff recommends that City Council, by resolution, adopt the proposed list of projects for Fiscal Year 2020-2021 funded by SB 1: The Road Repair and Accountability Act of 2017.

Prepared by: Zabih Zaca, PE, Senior Civil Engineer
Mark Bretz, Junior Engineer (Civil)

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

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – CaliforniaCityFinance.com RMRA Projections for FY 2019-20 and FY 2020-21
Attachment B – State Controller's Office RMRA City FY 2018-19 Payments
Attachment C – Proposed Project List for FY 2020-2021 to be funded by SB 1
Attachment D – Location Map

Local Streets and Roads - Projected Revenues

Estimated January 2020

	2019-20			
	Hwy Users Tax Account	TCRF Loan Repayment	Road Mntnc Rehab Acct	TOTAL
SAN DIEGO COUNTY				
CARLSBAD	2,806,325	129,556	2,123,096	5,058,977
CHULA VISTA	6,589,289	305,126	5,000,230	11,894,645
CORONADO	608,045	27,765	454,995	1,090,805
DEL MAR	113,618	5,004	82,001	200,623
EL CAJON	2,571,795	118,671	1,944,723	4,635,189
ENCINITAS	1,547,819	71,264	1,167,840	2,786,924
ESCONDIDO	3,714,653	171,712	2,813,925	6,700,290
IMPERIAL BEACH	675,683	30,858	505,677	1,212,218
LA MESA	1,485,565	68,375	1,120,493	2,674,433
LEMON GROVE	669,869	30,588	501,256	1,201,713
NATIONAL CITY	1,521,585	70,047	1,147,888	2,739,520
OCEANSIDE	4,327,068	200,135	3,279,698	7,806,901
POWAY	1,231,220	56,571	927,050	2,214,841
SAN DIEGO	34,435,839	1,597,035	26,171,332	62,204,205
SAN MARCOS	2,395,129	110,588	1,812,261	4,317,978
SANTEE	1,427,138	65,663	1,076,056	2,568,858
SOLANA BEACH	345,304	15,664	256,689	617,657
VISTA	2,485,269	114,656	1,878,916	4,478,841
County of San Diego	1,909,033	60,095,666	2,691,083	64,695,782
Total Cities & County: San Diego	70,860,246	63,284,943	54,955,209	189,100,398
SAN FRANCISCO COUNTY				
SAN FRANCISCO - City Allocation	20,257,431	993,663	16,283,602	37,534,696
SAN FRANCISCO - County Allocation	11,491,951	534,407	7,495,751	19,522,109
Total San Francisco	31,749,383	1,528,070	23,779,353	57,056,805
SAN JOAQUIN COUNTY				
ESCALON	192,103	8,730	143,055	343,888
LATHROP	604,870	28,034	459,398	1,092,302
LODI	1,641,536	76,753	1,257,781	2,976,071
MANTECA	2,011,642	94,188	1,543,505	3,649,335
RIPON	405,251	18,677	306,063	729,991
STOCKTON	7,565,578	355,714	5,829,251	13,750,543
TRACY	2,226,870	104,328	1,709,663	4,040,861
County of San Joaquin	856,890	18,150,371	794,360	19,801,621
Total Cities & County: San Joaquin	15,504,741	18,836,794	12,043,078	46,384,612

	2020-21		
	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
SAN DIEGO COUNTY			
CARLSBAD	2,902,038	2,176,539	5,078,576
CHULA VISTA	6,814,707	5,126,097	11,940,804
CORONADO	628,556	466,448	1,095,005
DEL MAR	117,315	84,065	201,380
EL CAJON	2,659,466	1,993,676	4,653,142
ENCINITAS	1,600,467	1,197,237	2,797,704
ESCONDIDO	3,841,509	2,884,757	6,726,267
IMPERIAL BEACH	698,480	518,406	1,216,886
LA MESA	1,536,079	1,148,698	2,684,777
LEMON GROVE	692,467	513,873	1,206,340
NATIONAL CITY	1,573,334	1,176,782	2,750,117
OCEANSIDE	4,474,922	3,362,255	7,837,177
POWAY	1,273,013	950,386	2,223,399
SAN DIEGO	35,615,685	26,830,119	62,445,805
SAN MARCOS	2,476,828	1,857,880	4,334,708
SANTEE	1,475,649	1,103,143	2,578,792
SOLANA BEACH	356,876	263,150	620,027
VISTA	2,569,973	1,926,212	4,496,186
County of San Diego	2,003,789	39,219,164	41,222,953
Total Cities & County: San Diego	73,311,155	92,798,888	166,110,043
SAN FRANCISCO COUNTY			
SAN FRANCISCO - City Allocation	20,991,523	16,693,494	37,685,017
SAN FRANCISCO - County Allocation	12,127,249	7,788,307	19,915,556
Total San Francisco	33,118,772	24,481,801	57,600,573
SAN JOAQUIN COUNTY			
ESCALON	198,552	146,656	345,209
LATHROP	625,581	470,962	1,096,543
LODI	1,698,239	1,289,442	2,987,682
MANTECA	2,081,226	1,582,359	3,663,584
RIPON	419,049	313,767	732,816
STOCKTON	7,828,370	5,975,986	13,804,356
TRACY	2,303,945	1,752,699	4,056,644
County of San Joaquin	899,159	11,576,804	12,475,963
Total Cities & County: San Joaquin	16,054,120	23,108,675	39,162,796

ATTACHMENT B

State Controller's Office													
Road Maintenance and Rehabilitation Account - Cities													
Fiscal Year 2018-19 Year-to-Date Payments													
As of 8/22/19													
City	September	October	November	December	January	February	March	April	May	June	July	August	Total
SANTA MARIA	171,410.80	167,663.94	165,979.50	159,450.80	154,601.94	184,732.99	137,259.36	201,044.26	141,943.61	150,053.49	186,482.05	168,521.43	1,989,144.17
SANTA MONICA	146,041.31	142,849.00	141,413.86	135,851.43	131,720.23	157,391.75	116,944.42	171,288.89	120,935.38	127,844.96	158,881.95	143,579.57	1,694,742.75
SANTA PAULA	49,206.14	48,130.54	47,647.00	45,772.83	44,380.89	53,030.48	39,402.43	57,712.88	40,747.12	43,075.19	53,532.57	48,376.70	571,014.77
SANTA ROSA	282,057.44	275,891.97	273,120.22	262,377.19	254,398.37	303,979.18	225,861.06	330,819.47	233,569.01	246,913.86	306,857.27	277,302.96	3,273,148.00
SANTEE	90,065.34	88,096.61	87,211.54	83,781.13	81,233.36	97,065.29	72,120.96	105,635.81	74,582.23	78,843.44	97,984.31	88,547.16	1,045,167.18
SARATOGA	49,675.47	48,589.62	48,101.46	46,209.42	44,804.20	53,536.29	39,778.26	58,263.36	41,135.77	43,486.05	54,043.18	48,838.12	576,461.20
SAUSALITO	11,418.96	11,169.35	11,057.14	10,622.21	10,299.19	12,306.45	9,143.88	13,393.07	9,455.93	9,996.19	12,422.97	11,226.48	132,511.82
SCOTTS VALLEY	19,271.27	18,850.02	18,660.64	17,926.64	17,381.49	20,769.05	15,431.71	22,602.88	15,958.35	16,870.12	20,965.69	18,946.43	223,634.29
SEAL BEACH	41,061.48	40,163.92	39,760.41	38,196.46	37,034.91	44,252.81	32,880.50	48,160.17	34,002.61	35,945.33	44,671.79	40,369.33	476,499.72
SEASIDE	54,155.51	52,971.73	52,439.55	50,376.87	48,844.92	58,364.52	43,365.71	63,517.90	44,845.65	47,407.88	58,917.12	53,242.64	628,450.00
SEBASTOPOL	12,303.90	12,034.95	11,914.04	11,445.41	11,097.36	13,260.17	9,852.51	14,431.00	10,188.74	10,770.87	13,385.72	12,096.50	142,781.17
SELMA	39,098.79	38,244.13	37,859.91	36,370.72	35,264.69	42,137.58	31,308.85	45,858.18	32,377.33	34,227.19	42,536.54	38,439.73	453,723.64
SHAFTER	30,453.19	29,787.52	29,488.26	28,328.35	27,466.89	32,820.04	24,385.78	35,717.93	25,217.99	26,658.81	33,130.78	29,939.86	353,395.40
SHASTA LAKE	16,061.76	15,710.67	15,552.83	14,941.07	14,486.72	17,310.10	12,861.66	18,838.52	13,300.59	14,060.51	17,473.99	15,791.02	186,389.44
SIERRA MADRE	17,360.74	16,981.25	16,810.65	16,149.41	15,658.31	18,710.03	13,901.83	20,362.06	14,376.26	15,197.64	18,887.17	17,068.10	201,463.45
SIGNAL HILL	18,566.47	18,160.63	17,978.18	17,271.02	16,745.81	20,009.48	14,867.34	21,776.24	15,374.72	16,253.14	20,198.93	18,253.51	215,455.47
SIMI VALLEY	203,474.27	199,026.55	197,027.02	189,277.08	183,521.21	219,288.46	162,934.60	238,650.86	168,495.06	178,121.94	221,364.70	200,044.43	2,361,226.18
SOLANA BEACH	22,025.66	21,544.21	21,327.76	20,488.85	19,865.79	23,737.52	17,637.33	25,833.45	18,239.24	19,281.33	23,962.26	21,654.39	255,597.79
SOLEDAD	41,475.50	40,568.89	40,161.32	38,581.59	37,408.34	44,699.01	33,212.03	48,645.78	34,345.46	36,307.77	45,122.23	40,776.37	481,304.29
SOLVANG	9,119.68	8,920.33	8,830.72	8,483.36	8,225.39	9,828.47	7,302.70	10,696.29	7,551.92	7,983.39	9,921.53	8,965.96	105,829.74
SONOMA	17,999.16	17,605.72	17,428.84	16,743.29	16,234.13	19,398.07	14,413.06	21,110.85	14,904.93	15,756.52	19,581.73	17,695.76	208,872.06
SONORA	7,748.01	7,578.65	7,502.51	7,207.41	6,988.23	8,350.20	6,204.32	9,087.49	6,416.06	6,782.63	8,429.26	7,617.41	89,912.18
SOUTH EL MONTE	32,998.99	32,277.67	31,953.39	30,696.52	29,763.05	35,563.70	26,424.36	38,703.85	27,326.14	28,887.41	35,900.42	32,442.74	382,938.24
SOUTH GATE	155,075.65	151,685.87	150,161.95	144,255.42	139,868.65	167,128.26	124,178.79	181,885.09	128,416.63	135,753.65	168,710.64	152,461.63	1,799,582.23
SOUTH LAKE TAHOE	34,595.05	33,838.84	33,498.88	32,181.22	31,202.60	37,283.81	27,702.42	40,575.84	28,647.82	30,284.60	37,636.81	34,011.90	401,459.79
SOUTH PASADENA	41,161.03	40,261.30	39,856.81	38,289.07	37,124.70	44,360.10	32,960.22	48,276.94	34,085.05	36,032.48	44,780.10	40,467.20	477,655.00
SOUTH SAN FRANCISCO	106,007.00	103,689.80	102,648.08	98,610.48	95,611.76	114,245.95	84,886.44	124,333.46	87,783.36	92,798.82	115,327.64	104,220.10	1,230,162.89
ST HELENA	9,668.03	9,456.70	9,361.69	8,993.45	8,719.97	10,419.44	7,741.80	11,339.44	8,006.00	8,463.42	10,518.09	9,505.06	112,193.09
STANTON	62,372.86	61,009.46	60,396.52	58,020.86	56,256.46	67,220.53	49,945.86	73,155.87	51,650.36	54,601.37	67,856.98	61,321.48	723,808.61
STOCKTON	497,944.66	487,060.13	482,166.86	463,201.11	449,115.29	536,645.32	398,735.48	584,029.21	412,343.11	435,902.12	541,726.31	489,551.10	5,778,420.70
SUISUN CITY	46,130.95	45,122.58	44,669.25	42,912.21	41,607.26	49,716.28	36,939.94	54,106.06	38,200.59	40,383.16	50,187.00	45,353.35	535,328.63
SUNNYVALE	242,394.50	237,096.01	234,714.02	225,481.68	218,624.85	261,233.59	194,100.46	284,299.60	200,724.52	212,192.81	263,706.97	238,308.59	2,812,877.60
SUSANVILLE	28,360.93	27,740.99	27,462.29	26,382.07	25,579.80	30,565.16	22,710.37	33,263.96	23,485.41	24,827.23	30,854.55	27,882.86	329,115.62
SUTTER CREEK	3,952.23	3,865.84	3,827.00	3,676.47	3,564.67	4,259.40	3,164.80	4,635.49	3,272.80	3,459.79	4,299.73	3,885.61	45,863.83
TAFT	14,984.03	14,656.49	14,509.24	13,938.53	13,514.66	16,148.60	11,998.65	17,574.46	12,408.12	13,117.06	16,301.49	14,731.45	173,882.78
TEHACHAPI	22,777.87	22,279.97	22,056.13	21,188.57	20,544.23	24,548.18	18,239.67	26,715.70	18,862.13	19,939.81	24,780.61	22,393.91	264,326.78
TEHAMA	679.51	664.66	657.98	632.10	612.88	732.32	544.13	796.99	562.70	594.85	739.26	668.06	7,885.44
TEMECULA	178,855.40	174,945.82	173,188.22	166,375.96	161,316.51	192,756.19	143,220.72	209,775.88	148,108.41	156,570.51	194,581.22	175,840.54	2,075,535.38
TEMPLE CITY	57,538.85	56,281.11	55,715.68	53,524.14	51,896.48	62,010.81	46,074.96	67,486.15	47,647.36	50,369.66	62,597.93	56,568.95	667,712.08
THOUSAND OAKS	205,743.53	201,246.20	199,224.37	191,388.00	185,567.94	221,734.08	164,751.73	241,312.42	170,374.21	180,108.45	223,833.47	202,275.43	2,387,559.83
TIBURON	15,246.35	14,913.08	14,763.25	14,182.55	13,751.26	16,431.31	12,208.71	17,882.13	12,625.35	13,346.70	16,586.88	14,989.35	176,296.92
TORRANCE	235,845.90	230,690.56	228,372.92	219,390.01	212,718.42	254,176.03	188,856.58	276,618.88	195,301.69	206,460.15	256,582.59	231,870.38	2,736,884.11
TOWN OF TRUCKEE	26,360.32	25,784.11	25,525.07	24,521.05	23,775.38	28,409.06	21,108.36	30,917.48	21,828.72	23,075.89	28,678.04	25,915.98	305,899.46
TRACY	146,257.80	143,060.76	141,623.50	136,052.82	131,915.49	157,625.08	117,117.78	171,542.82	121,114.66	128,034.48	159,117.48	143,792.42	1,697,255.09
TRINIDAD	579.96	567.28	561.58	539.49	523.08	625.03	464.41	680.22	480.26	507.69	630.95	570.18	6,730.13
TULARE	104,268.71	101,989.51	100,964.87	96,993.48	94,043.93	112,372.56	83,494.49	122,294.66	86,343.90	91,277.12	113,436.51	102,511.12	1,209,990.86
TULELAKE	1,596.06	1,561.17	1,545.49	1,484.70	1,439.55	1,720.11	1,278.07	1,871.99	1,321.68	1,397.20	1,736.40	1,569.16	18,521.58
TURLOCK	118,092.83	115,511.45	114,350.96	109,853.03	106,512.43	127,271.10	94,564.32	138,508.69	97,791.52	103,378.79	128,476.11	116,102.21	1,370,413.44
TUSTIN	130,124.93	127,280.54	126,001.81	121,045.60	117,364.64	140,238.34	104,199.18	152,620.89	107,755.18	113,911.72	141,566.13	127,931.49	1,510,040.45
TWENTYNINE PALMS	42,739.71	41,805.47	41,385.47	39,757.59	38,548.58	46,061.48	34,224.36	50,128.54	35,392.34	37,414.46	46,497.59	42,019.27	495,974.86
UKIAH	25,641.30	25,080.81	24,828.83	23,852.20	23,126.87	27,634.16	20,532.59	30,074.16	21,233.31	22,446.46	27,895.80	25,209.08	297,555.57
UNION CITY	115,344.76	112,823.44	111,689.96	107,296.70	104,033.84	124,309.44	92,363.77	135,285.53	95,515.87	100,973.12	125,486.41	113,400.46	1,338,523.30
UPLAND	121,706.88	119,046.50	117,850.50	113,214.92	109,772.08	131,166.04	97,458.32	142,747.54	100,784.28	106,542.54	132,407.93	119,655.34	1,412,352.87
VACAVILLE	156,409.39	152,990.45	151,453.										

ATTACHMENT C

Proposed Project List for FY 2020-2021 to be Funded by SB 1

Newly Proposed Project:

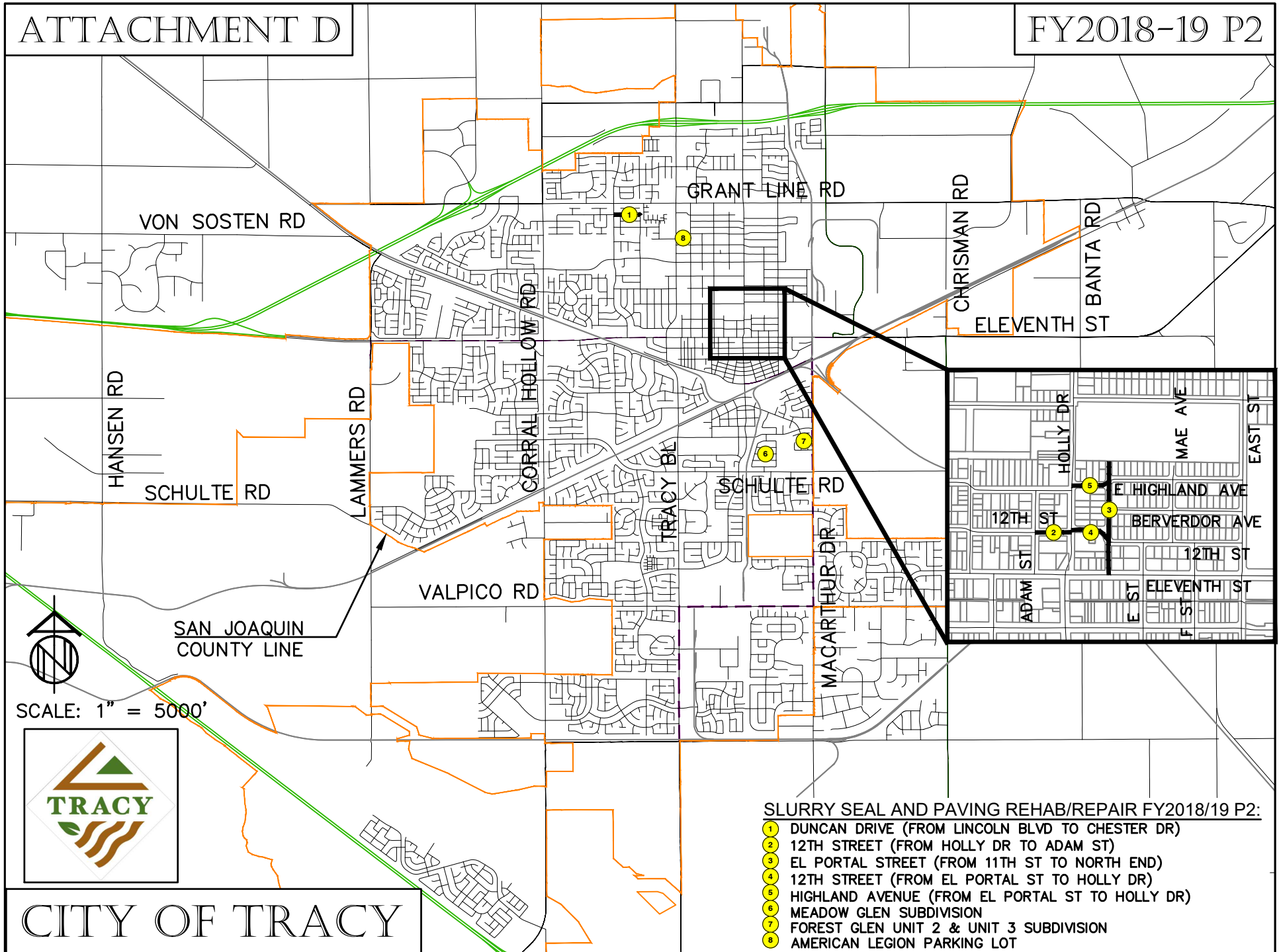
Project Title	Project Description	Project Location	Estimated Project Useful Life	Estimated Project Start Date	Estimated Project Completion Date
Street Patch & Overlay Project FY 2020-2021	<p>Slurry seal and paving rehab/repair of about 39.40 lane miles of streets.</p> <p>Slurry seal and paving rehab/repair of about 2.58 bicycle lane miles of streets.</p> <p>The Project includes Pre-Construction and Construction.</p> <p>SB 1 Funds will be used for Pre-Construction and Construction.</p>	<p>Lowell Avenue (between Orchard Parkway and Tracy Boulevard)</p> <p>Subdivisions of:</p> <p>Sienna Park (Units 1 and 2);</p> <p>Hearthstone (Units 1, 2, and 3);</p> <p>Parkside Estates (Units 1, 2, and 3);</p> <p>Regency Square (Unit 1);</p> <p>Ironwood;</p> <p>Muirfield (Units 1 and 3);</p> <p>Harvest Glen (Units 1 and 2);</p> <p>Victoria Greens (Units 1, 2, and 3);</p> <p>Warmington Homes at Glencreek (Units 1 and 2).</p> <p>All locations are estimates.</p>	10-15 years	July 2020 (Pre-Construction); May 2021 (Construction)	April 2021 (Pre-Construction); January 2022 (Construction)

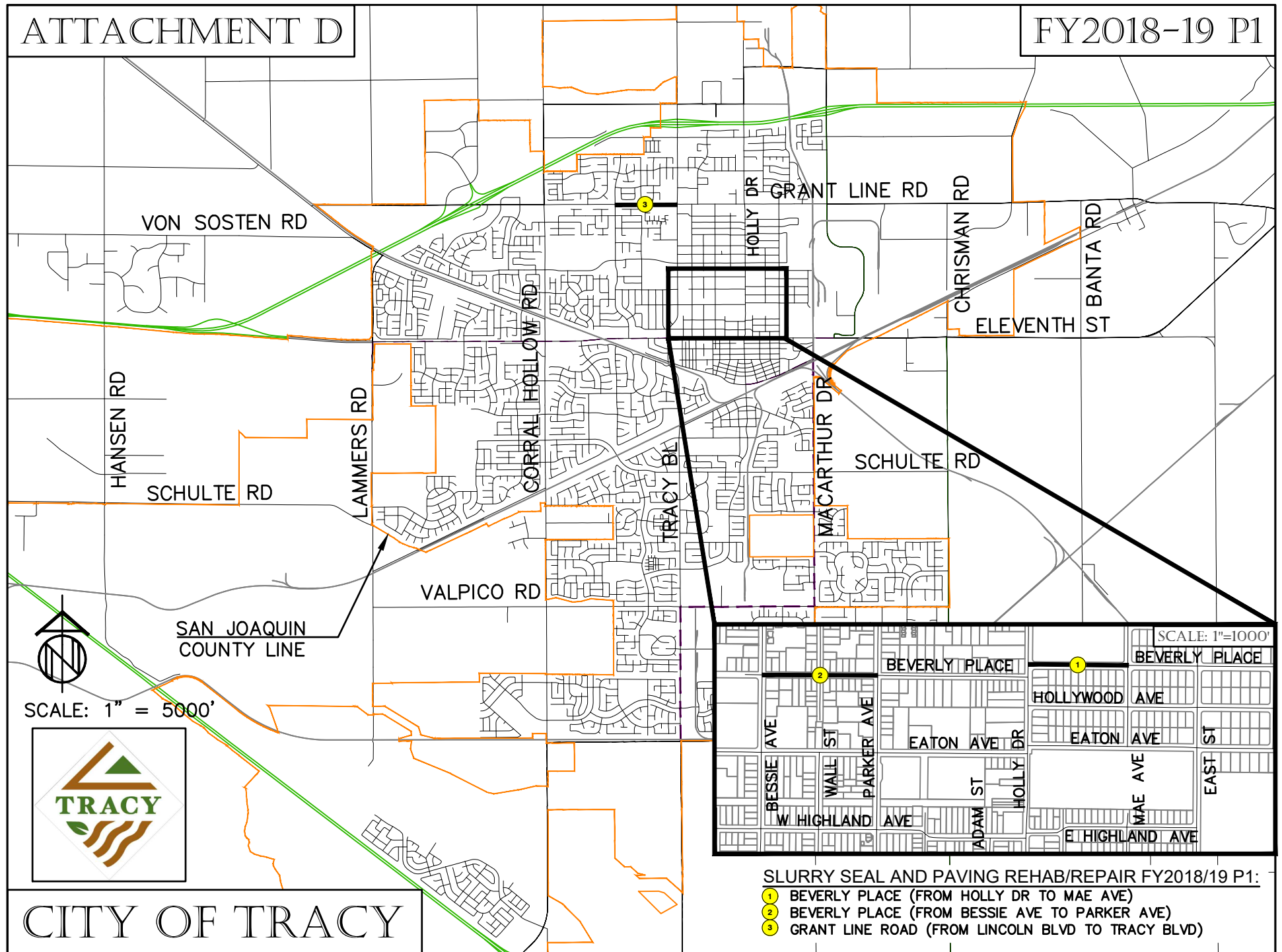
ATTACHMENT C

Previously Proposed Projects that May Utilize Fiscal Year 2020-2021 Road Maintenance and Rehabilitation Account Revenues in Their Delivery:

Project Title	Project Description	Project Location	Estimated Project Useful Life	Estimated Project Start Date	Estimated Project Completion Date
Street Patch & Overlay Project FY 2019-2020	<p>Slurry seal and paving rehab/repair of about 2.78 lane miles of streets. Slurry seal and paving rehab/repair of about 1.01 bicycle lane miles of streets.</p> <p>The Project includes Pre-Construction and Construction.</p> <p>SB 1 Funds will be used for Construction only.</p>	<p>Naglee Road (from Grant Line Road to Pavillion Parkway);</p> <p>Naglee Road (from Larch Road to 331 feet south of Larch Road);</p> <p>Hollywood Avenue (from Holly Drive to Mae Avenue);</p> <p>Mt. Diablo Avenue (from Tracy Boulevard to C Street);</p> <p>All locations are estimates.</p>	10-15 years	November 2019 (Pre-Construction); July 2020 (Construction)	June 2020 (Pre-Construction); January 2021 (Construction)
Street Patch & Overlay Project (FY 2018/19) Phase 1	<p>Slurry seal and paving rehab/repair of about 2.93 lane miles of streets. Slurry seal and paving rehab/repair of about 0.93 bicycle lane miles of streets.</p> <p>The Project includes Pre-Construction and Construction.</p> <p>SB 1 Funds will be used for Construction only.</p>	<p>Beverly Place (from Holly Drive to Mae Avenue);</p> <p>Beverly Place (from Bessie Avenue to Parker Avenue);</p> <p>Grant Line Road (from Lincoln Boulevard to Tracy Boulevard);</p> <p>All locations are estimates.</p>	10-15 years	November 2018 (Pre-Construction); July 2020 (Construction)	June 2020 (Pre-Construction); December 2020 (Construction)

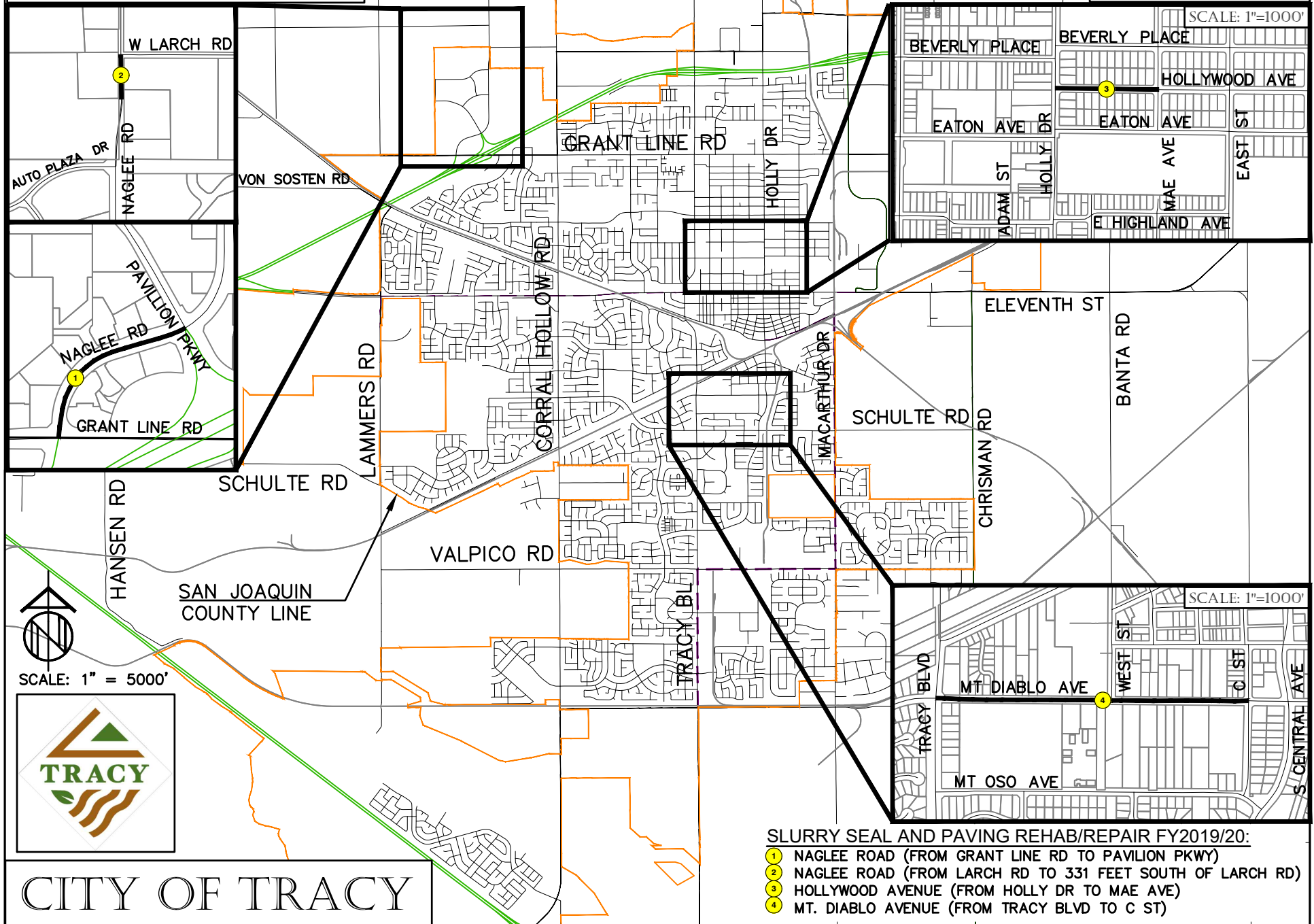
Project Title	Project Description	Project Location	Estimated Project Useful Life	Estimated Project Start Date	Estimated Project Completion Date
Street Patch & Overlay Project (FY 2018/19) Phase 2	<p>Slurry seal and paving rehab/repair of about 7.35 lane miles of streets.</p> <p>The Project includes Pre-Construction and Construction.</p> <p>SB 1 Funds will be used for Construction only.</p>	<p>Duncan Drive (from Lincoln Boulevard to Chester Drive)</p> <p>12th Street (from Holly Drive to Adam Street);</p> <p>El Portal Street (from 11th Street to North End);</p> <p>12th Street (from El Portal Street to Holly Drive);</p> <p>Highland Avenue (from El Portal Street to Holly Drive);</p> <p>Meadow Glen subdivision;</p> <p>Forest Glen Units 2 and 3 subdivisions;</p> <p>American Legion Parking Lot;</p> <p>All locations are estimates.</p>	10-15 years	November 2018 (Pre-Construction); July 2020 (Construction)	February 2020 (Pre-Construction); December 2020 (Construction)



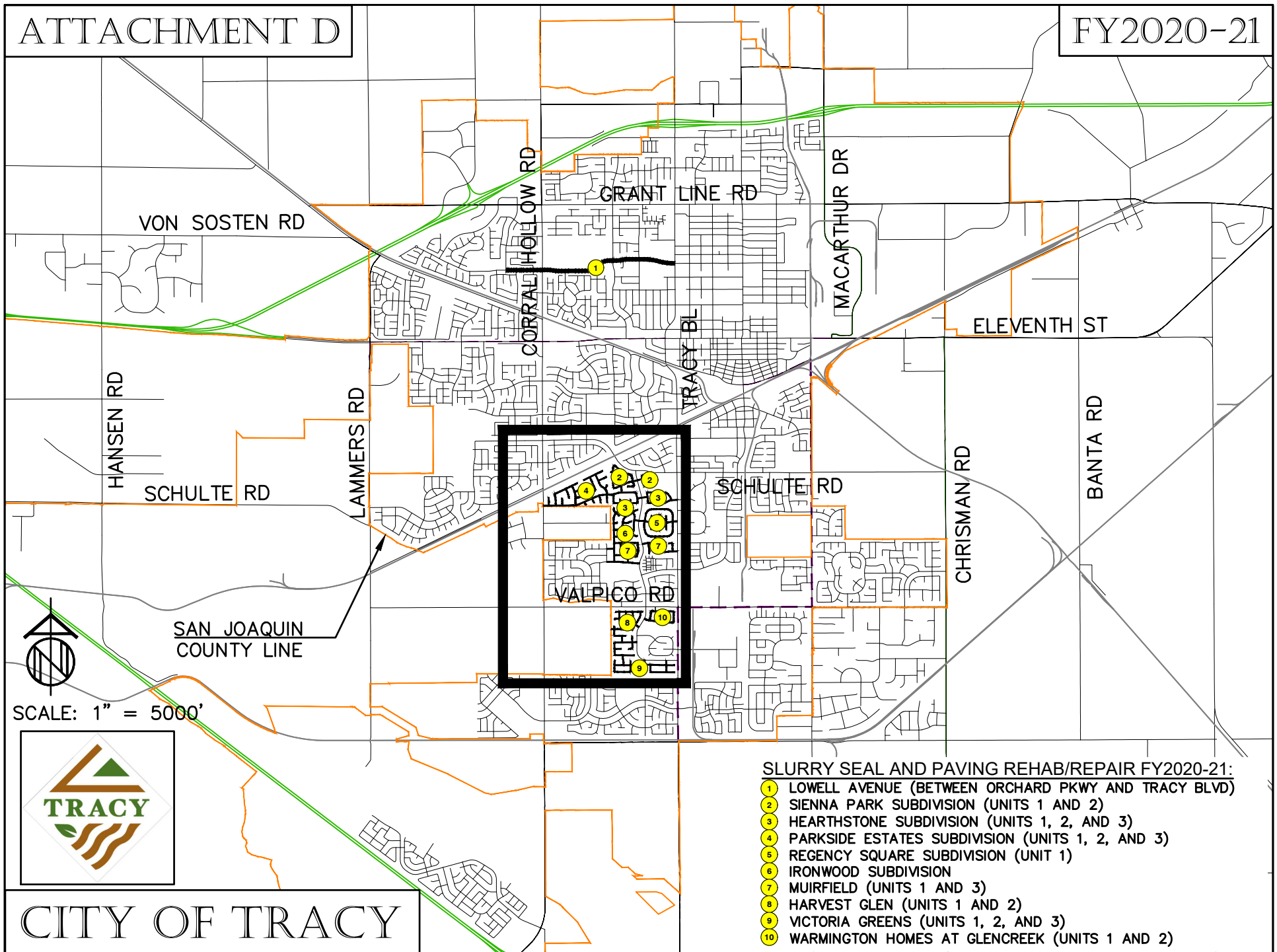


ATTACHMENT D

FY2019-20



CITY OF TRACY



RESOLUTION 2020-_____

ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2020-21 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 \$1,752,699 in RMRA funding in Fiscal Year 2020-21 from SB 1, and

WHEREAS, This is the fourth year in which the City of Tracy is receiving SB 1 funding that 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, coordination with the Public Works Division of Streets, public comments, 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 162 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, State of California, hereby declares the following:

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2020-21 Road Maintenance and Rehabilitation Account revenues:

Project Title	Project Description	Project Location	Estimated Project Useful Life	Estimated Project Start Date	Estimated Project Completion Date
Street Patch & Overlay Project FY 2020-2021	Slurry seal and paving rehab/repair of about 39.40 lane miles of streets. Slurry seal and paving rehab/repair of about 2.58 bicycle lane miles of streets. The Project includes Pre-Construction and Construction. SB 1 Funds will be used for Pre-Construction and Construction.	Lowell Avenue (between Orchard Parkway and Tracy Boulevard) Subdivisions of: Sienna Park (Units 1 and 2); Hearthstone (Units 1, 2, and 3); Parkside Estates (Units 1, 2, and 3); Regency Square (Unit 1); Ironwood; Muirfield (Units 1 and 3);	10-15 years	July 2020 (Pre-Construction); May 2021 (Construction)	April 2021 (Pre-Construction); January 2022 (Construction)

		Harvest Glen (Units 1 and 2); Victoria Greens (Units 1, 2, and 3); Warmington Homes at Glencreek (Units 1 and 2). All locations are estimates.			
--	--	--	--	--	--

3. The following previously proposed and adopted projects may also utilize Fiscal Year 2020-21 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City of Tracy is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Project Title	Project Description	Project Location	Estimated Project Useful Life	Estimated Project Start Date	Estimated Project Completion Date
Street Patch & Overlay Project FY 2019-2020	Slurry seal and paving rehab/repair of about 2.78 lane miles of streets. Slurry seal and paving rehab/repair of about 1.01 bicycle lane miles of streets. The Project includes Pre-Construction and Construction. SB 1 Funds will be used for	Naglee Road (from Grant Line Road to Pavillion Parkway); Naglee Road (from Larch Road to 331 feet south of Larch Road); Hollywood Avenue (from Holly Drive to Mae Avenue); Mt. Diablo Avenue (from	10-15 years	November 2019 (Pre-Construction); July 2020 (Construction)	June 2020 (Pre-Construction); January 2021 (Construction)

	Construction only.	Tracy Boulevard to C Street); All locations are estimates.			
Street Patch & Overlay Project (FY 2018/19) Phase 1	Slurry seal and paving rehab/repair of about 2.93 lane miles of streets. Slurry seal and paving rehab/repair of about 0.93 bicycle lane miles of streets. The Project includes Pre-Construction and Construction. SB 1 Funds will be used for Construction only.	Beverly Place (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.	10-15 years	November 2018 (Pre-Construction); July 2020 (Construction)	June 2020 (Pre-Construction); December 2020 (Construction)
Street Patch & Overlay Project (FY 2018/19) Phase 2	Slurry seal and paving rehab/repair of about 7.35 lane miles of streets. The Project includes Pre-Construction and Construction. SB 1 Funds will be used for Construction only.	Duncan Drive (from Lincoln Boulevard to Chester Drive) 12 th Street (from Holly Drive to Adam Street); El Portal Street (from 11 th Street to North End); 12 th Street (from El Portal Street to Holly Drive); Highland Avenue (from El Portal Street to Holly Drive);	10-15 years	November 2018 (Pre-Construction); July 2020 (Construction)	February 2020 (Pre-Construction); December 2020 (Construction)

		Meadow Glen subdivision; Forest Glen Units 2 and 3 subdivisions; American Legion Parking Lot; All locations are estimates.			
--	--	--	--	--	--

The foregoing Resolution 2020-_____ was passed and adopted by the Tracy City Council on the 7th day of April 2020, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.J

REQUEST

ADOPT RESOLUTION AUTHORIZING THE SUBMITTAL OF A PROJECT NOMINATION AND ALLOCATION REQUEST FOR THE LOW CARBON TRANSIT OPERATION PROGRAM (LCTOP), EXECUTION OF CERTIFICATIONS AND ASSURANCES, AND AUTHORIZING THE PARKS & RECREATION DIRECTOR TO EXECUTE FUNDING DOCUMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR ALLOCATION OF THE FY 2019-20 LCTOP FUNDS (\$51,691)

EXECUTIVE SUMMARY

The Low Carbon Transit Operations Program (LCTOP) is one of several State funding programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by the California Legislature in 2014. The City of Tracy is eligible to receive \$51,691 from the program. Staff would like to use these funds as a pilot program to provide free rides to students for the 2020-21 school year.

DISCUSSION

The Low Carbon Transit Operations Program (LCTOP) is one of several State funding programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by the California Legislature in 2014. The LCTOP was created to provide operating and capital assistance for transit agencies to reduce greenhouse gas emissions and improve mobility, with a priority on serving designated Disadvantaged Communities (DAC).

The LCTOP program is administered by Caltrans in coordination with the California Air Resource Board (CARB) and the State Controller's Office (SCO). Funds are distributed based on prior use of State Transit Assistance (STA) funds with 50% to the regional agencies, and the other 50% to local transit operators. The San Joaquin Council of Governments (SJCOG) receives the regional apportionment for San Joaquin County. For the FY 2019-20 LCTOP funding cycle, the City of Tracy is eligible to receive \$2,253 in a direct allocation as a transit operator. In addition, SJCOG's regional allocation of \$1.4 million will be allocated among the transit providers with the City of Tracy receiving \$49,438. This provides a total LCTOP allocation of \$51,691.

Because the LCTOP administration and reporting requirements are disproportionately onerous in relation to the relatively small direct allocations to transit operators, LCTOP funds were pooled to benefit larger, regional projects undertaken by San Joaquin RTD and the San Joaquin Regional Rail Commission. This LCTOP funding cycle, however, provides a larger allocation for transit operators and, therefore, a larger project and greater benefit to the community with the same reporting requirements.

Staff proposes to utilize the City's FY 2019-20 allocation of \$51,691 in LCTOP funds for a fare subsidy pilot program. The fare subsidies will provide free transit fares to students for a one-year period beginning July 1, 2020 and ending June 30, 2021. An on-going marketing program will promote the project, with a focus on disadvantaged communities in the City. If successful, it is anticipated that student ridership will increase by 40% during the one-year period.

To complete the application process and receive LCTOP funds, the City is required to submit several supporting documents approved by the City Council, (Attachment A):

1. An "Authorized Agent" form to designate the Parks & Recreation Director, and/or designee, as signatory on any documents associated with obtaining and managing LCTOP funds.
2. The "Certification and Assurances" which contain general conditions of the LCTOP program as well as some additional cost principles and record retention requirements that are standard for other State-funded projects.
3. Project Allocation form acknowledging the City of Tracy as the Lead Agency and SJCOG as the Contributing Sponsor of LCTOP funds.
4. A Resolution adopted by Council approving all of the submittals on behalf of the LCTOP program.

STRATEGIC PLAN

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

FISCAL IMPACT

A total \$51,691 in LCTOP funds will be used as additional revenue to offset fares in the Transit Fund. There is no matching requirement and there is no impact to the General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing the submittal of a project nomination and allocation request for the Low Carbon Transit Operation Program (LCTOP), execution of certifications and assurances, and authorizing the Parks & Recreation Director to execute funding documents with Caltrans for allocation of the FY 2019-20 LCTOP funds in the amount of \$51,691.

Prepared by: Ed Lovell, Management Analyst II

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

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – FY19-20 LCTOP Allocation Request Signature Pages



**FY 2019-2020 LCTOP
Authorized Agent**

AS THE Mayor

(Chief Executive Officer/Director/President/Secretary)

OF THE City of Tracy

(Name of County/City/Transit Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named Regional Entity/Transit Operator, any actions necessary for the purpose of obtaining Low Carbon Transit Operations Program (LCTOP) funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. I understand that if there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself. I understand the Board must provide a resolution approving the Authorized Agent. The Board Resolution appointing the Authorized Agent is attached.

Brian MacDonald, Parks & Recreation Director

OR

(Name and Title of Authorized Agent)

OR

(Name and Title of Authorized Agent)

OR

(Name and Title of Authorized Agent)

OR

(Name and Title of Authorized Agent)

(Print Name)

(Title)

(Signature)

Approved this 7 day of April, 2020



FY 2019-2020 LCTOP Certifications and Assurances

Lead Agency: City of Tracy

Project Title: Free Student Fares

Prepared by: Ed Lovell, Management Analyst II

The California Department of Transportation (Caltrans) has adopted the following Certifications and Assurances for the Low Carbon Transit Operations Program (LCTOP). As a condition of the receipt of LCTOP funds, Lead Agency must comply with these terms and conditions.

A. General

1. The Lead Agency agrees to abide by the current LCTOP Guidelines and applicable legal requirements.
2. The Lead Agency must submit to Caltrans a signed Authorized Agent form designating the representative who can submit documents on behalf of the project sponsor and a copy of the board resolution appointing the Authorized Agent.

B. Project Administration

1. The Lead Agency certifies that required environmental documentation is complete before requesting an allocation of LCTOP funds. The Lead Agency assures that projects approved for LCTOP funding comply with Public Resources Code § 21100 and § 21150.
2. The Lead Agency certifies that a dedicated bank account for LCTOP funds only will be established within 30 days of receipt of LCTOP funds.
3. The Lead Agency certifies that when LCTOP funds are used for a transit capital project, that the project will be completed and remain in operation for its useful life.
4. The Lead Agency certifies that it has the legal, financial, and technical capacity to carry out the project, including the safety and security aspects of that project.
5. The Lead Agency certifies that they will notify Caltrans of pending litigation, dispute, or negative audit findings related to the project, before receiving an allocation of funds.
6. The Lead Agency must maintain satisfactory continuing control over the use of project equipment and facilities and will adequately maintain project equipment and facilities for the useful life of the project.
7. Any interest the Lead Agency earns on LCTOP funds must be used only on approved LCTOP projects.
8. The Lead Agency must notify Caltrans of any changes to the approved project with a Corrective Action Plan (CAP).



FY 2019-2020 LCTOP

9. Under extraordinary circumstances, a Lead Agency may terminate a project prior to completion. In the event the Lead Agency terminates a project prior to completion, the Lead Agency must (1) contact Caltrans in writing and follow-up with a phone call verifying receipt of such notice; (2) pursuant to verification, submit a final report indicating the reason for the termination and demonstrating the expended funds were used on the intended purpose; (3) submit a request to reassign the funds to a new project within 180 days of termination.

C. Reporting

1. The Lead Agency must submit the following LCTOP reports:
 - a. Semi-Annual Progress Reports by May 15th and November 15th each year.
 - b. A Close Out Report within six months of project completion.
 - c. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of LCTOP funds. A copy of the audit report must be submitted to Caltrans within six months of the close of the year (December 31) each year in which LCTOP funds have been received or expended.
 - d. Project Outcome Reporting as defined by CARB Funding Guidelines.
 - e. Jobs Reporting as defined by CARB Funding Guidelines.
2. Other Reporting Requirements: CARB develops and revises Funding Guidelines that will include reporting requirements for all State agencies that receive appropriations from the Greenhouse Gas Reduction Fund. Caltrans and project sponsors will need to submit reporting information in accordance with CARB's Funding Guidelines, including reporting on greenhouse gas reductions and benefits to disadvantaged communities.

D. Cost Principles

1. The Lead Agency agrees to comply with Title 2 of the Code of Federal Regulations 225 (2 CFR 225), Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
2. The Lead Agency agrees, and will assure that its contractors and subcontractors will be obligated to agree, that:
 - a. Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allow ability of individual project cost items and
 - b. Those parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving LCTOP funds as a contractor or sub-contractor shall comply with



FY 2019-2020 LCTOP

Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

3. Any project cost for which the Lead Agency has received funds that are determined by subsequent audit to be unallowable under 2 CFR 225, 48 CFR, Chapter 1, Part 31 or 2 CFR, Part 200, are subject to repayment by the Lead Agency to the State of California (State). All projects must reduce greenhouse gas emissions, as required under Public Resources Code section 75230, and any project that fails to reduce greenhouse gases shall also have its project costs submit to repayment by the Lead Agency to the State. Should the Lead Agency fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the Lead Agency from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

A. Record Retention

1. The Lead Agency agrees and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the Lead Agency, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP) and enable the determination of incurred costs at interim points of completion. All accounting records and other supporting papers of the Lead Agency, its contractors and subcontractors connected with LCTOP funding shall be maintained for a minimum of three (3) years after the "Project Closeout" report or final Phase 2 report is submitted (per ARB Funding Guidelines, Vol. 3, page 3.A-16), and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the Lead Agency, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the Lead Agency pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the Lead Agency's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the Lead Agency's contracts with third parties pursuant to Government Code § 8546.7, the project sponsor, its contractors and subcontractors and the State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times



FY 2019-2020 LCTOP

during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the Lead Agency shall furnish copies thereof if requested.

3. The Lead Agency, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

Caltrans may perform an audit and/or request detailed project information of the project sponsor's LCTOP funded projects at Caltrans' discretion at any time prior to the completion of the LCTOP.

I certify all of these conditions will be met.

Brian MacDonald

(Print Authorized Agent)

Parks & Recreation Director

(Title)

(Signature)

(Date)



FY 2019-2020 LCTOP Allocation

Lead Agency:	City of Tracy
Project Title:	Free Student Fares
Regional Entity:	San Joaquin Council of Governments
County:	San Joaquin

Lead Agency: I certify the scope, cost, schedule, and benefits as identified in the attached Allocation Request (Request) and attachments are true and accurate and demonstrate a fully funded operable project. I understand the Request is subject to any additional restrictions, limitations or conditions that may be enacted by the State Legislature, including the State's budgetary process and/or auction receipts. In the event the project cannot be completed as originally scoped, scheduled and estimated, or the project is terminated prior to completion, Lead Agency shall, at its own expense, ensure that the project is in a safe and operable condition for the public. I understand this project will be monitored by the California Department of Transportation - Division of Rail and Mass Transportation.

Authorized Agent:	Brian MacDonald
Title:	Parks & Recreation Director
Lead Agency:	City of Tracy
Signature:	
PUC Funds Type:	99313 \$
PUC Funds Type:	99314 \$ 2,253

Contributing Sponsor(s): The contributing sponsor is an entity that passes funds to the Lead Agency to support a project. The contributing sponsor could be the regional entity (PUC 99313) passing their funds to a recipient agency within their region or a recipient agency (PUC 99314) passing their funds through to either a regional entity or a recipient agency within their region. The contributing sponsor(s) must also sign and state the amount and type of LCTOP funds (PUC Sections 99313 and 99314) they are contributing the project. Sign below or attach a separate officially signed letter providing that information. If there is more than one contributing sponsor, please submit additional page, or a letter from the additional Contributing Sponsors.

Authorized Agent:	Ryan Niblock
Title:	Senior Regional Planner
Lead Agency:	San Joaquin Council of Governments
Signature:	
PUC Funds Type:	99313 \$ 49,438
PUC Funds Type:	99314 \$

RESOLUTION 2020-_____

AUTHORIZING THE SUBMITTAL OF A PROJECT NOMINATION AND ALLOCATION REQUEST FOR THE LOW CARBON TRANSIT OPERATION PROGRAM (LCTOP), THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS FOR LCTOP FOR THE FOLLOWING PROJECT: FREE STUDENT FARES, \$51,691

WHEREAS, The City of Tracy is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects, and

WHEREAS, The statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations, and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP, and

WHEREAS, The Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies), and

WHEREAS, The City of Tracy wishes to delegate authorization to execute these documents and any amendments thereto to the City of Tracy Parks & Recreation Director, and

WHEREAS, The City of Tracy wishes to implement the following LCTOP project(s) listed above;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Tracy that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

BE IT FURTHER RESOLVED, that the City Council of the City of Tracy authorizes the Parks & Recreation Director to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

BE IT FURTHER RESOLVED, that the City Council of the City of Tracy authorizes the submittal of the following project nomination(s) and allocation request(s) to the Department in FY19-2020 LCTOP funds:

Project Name:	Free Student Fares
Amount of LCTOP funds requested:	\$51,691
Short description of project:	Fare subsidy for students K-12 attending schools in the City of Tracy
Benefit to a Priority Populations:	Free fares for students to encourage ridership on the fixed-route bus system.
Contributing Sponsors (if applicable):	San Joaquin Council of Governments

* * * * *

Resolution _____
Page 2

The foregoing Resolution 2020-_____ was adopted by the Tracy City Council on the 7th
day of April, 2020, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

April 7, 2020

AGENDA ITEM 1.K

REQUEST

DESIGNATE THE CITY MANAGER AS THE CITY'S AGENT FOR PURPOSES OF OBTAINING FEDERAL EMERGENCY FINANCIAL ASSISTANCE AND AUTHORIZE THE CITY MANAGER TO EXECUTE ALL FEDERAL, STATE, AND COUNTY DOCUMENTS RELATED TO COVID-19 EMERGENCY FORMS AND RELATED DOCUMENTS

EXECUTIVE SUMMARY

City staff is requesting that the City Council approve a resolution provided by the State of California Office of Emergency Services that designates the City Manager as the City's agent to execute documents on behalf of the City of Tracy for purposes of obtaining federal emergency financial assistance and further authorizes the City Manager to execute federal, state, and county forms and documents related to COVID-19 emergency financial assistances and related documents.

DISCUSSION

During declared Federal, State and local emergencies, cities have the opportunity to submit reimbursements or obtain federal assistance to fund costs associated with an emergency. The attached documents are examples of the types of documents the City Manager would be authorized to execute on behalf of the City (Attachments A and B).

FISCAL IMPACT

Authorizing the City Manager to sign these forms will help ensure the City is eligible to receive financial assistance to cover emergency related costs.

RECOMMENDATION

Staff recommends that City Council designate, via resolution, the City Manager as the City's agent for purposes of obtaining federal emergency financial assistance and authorize the City Manager to execute all federal, state, and county documents related to COVID-19 emergency financial assistance forms and related documents.

Prepared by: Leticia Ramirez, City Attorney

Reviewed by: Karin Schnaider, Finance Director

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A - California Office of Emergency Services Resolution

Attachment B - California Office of Emergency Services Project Assurances for Federal Assistance

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE _____ OF THE _____
(Governing Body) (Name of Applicant)

THAT _____, OR
(Title of Authorized Agent)

_____, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the _____, a public entity
(Name of Applicant)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the _____, a public entity established under the laws of the State of California,
(Name of Applicant)

hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

☐ This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

☐ This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this _____ day of _____, 20____

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and _____ of
(Name) (Title)

_____, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the _____ of the _____
(Governing Body) (Name of Applicant)

on the _____ day of _____, 20____.

(Signature)

(Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification."

STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Cal OES 89

Disaster No: _____

Cal OES ID No: 077-80238

DUNS No: 074640111

PROJECT ASSURANCES FOR FEDERAL ASSISTANCE

SUBRECIPIENT'S NAME: City of Tracy
(Name of Organization)

ADDRESS: 333 Civic Center Plaza

CITY: Tracy STATE: CA ZIP CODE: 95376

TELEPHONE: 209-831-6841 FAX NUMBER: 209-831-6848

AUTHORIZED AGENT: Karin Schnaider TITLE: Finance Director

EMAIL ADDRESS: Karin.Schnaider@cityoftracy.org

ASSURANCES – CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to all of your projects. If you have questions, please contact the California Governor's Office of Emergency Services. Further, certain federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the subrecipient named above:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, Federal Office of Inspector General 2 CFR 200.336, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance-awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gains.
8. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.), which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

9. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibit discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) which may apply to the application.
10. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
11. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$5,000 or more.
12. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.O. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.O. 93-205).
13. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
14. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
15. Will comply with Standardized Emergency Management (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447, and 2448.
16. Subrecipients expending \$750,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Uniform Guidance 2 CFR Part 200, Subpart F. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996.
17. Will disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with §200.112.
18. Will comply with all applicable requirements of all other federal laws, Executive Orders, regulations and policies governing this program.
19. Has requested through the State of California, federal financial assistance to be used to perform eligible work approved in the subrecipient application for federal assistance. Will, after the receipt of federal financial assistance, through the State of California, agree to the following:
 - a. The state warrant covering federal financial assistance will be deposited in a special and separate account, and will be used to pay only eligible costs for projects described above;
 - b. To return to the State of California such part of the funds so reimbursed pursuant to the above numbered application, which are excess to the approved actual expenditures as accepted by final audit of the federal or state government.
 - c. In the event the approved amount of the above numbered project application is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.

20. The non-Federal entity for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award §200.113. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment.
21. Will not make any award or permit any award (subaward or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."

"I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized by the above named subrecipient to enter into this agreement for and on behalf of the said subrecipient, and by my signature do bind the subrecipient to the terms thereof."

Karin Schnaider

PRINTED NAME

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TITLE

DATE

RESOLUTION 2020-_____

DESIGNATING THE CITY MANAGER AS THE CITY OF TRACY'S AGENT FOR PURPOSES
OF OBTAINING FEDERAL EMERGENCY FINANCIAL ASSISTANCE AND AUTHORIZING
THE CITY MANAGER TO EXECUTE ALL FEDERAL, STATE, AND COUNTY DOCUMENTS
RELATED TO COVID-19 EMERGENCY FINANCIAL ASSISTANCE FORMS AND RELATED
DOCUMENTS

WHEREAS, During declared Federal, State and local emergencies, cities have the opportunity to submit reimbursements or obtain federal assistance to fund costs associated with an emergency, and

WHEREAS, Federal, State and County processes for obtaining emergency financial assistance to cover costs associated with the COVID-19 emergency require the execution of forms, agreements, and other related documents, and

WHEREAS, Council wishes to designate the City Manager, the City's Director of Emergency Services, as the City of Tracy's agent to execute all documents and forms related to emergency financial assistance, and

NOW, THEREFORE BE IT RESOLVED, That the City Council of the City of Tracy, State of California, hereby designates the City Manager as the City's agent for purposes of obtaining federal emergency financial assistance and authorizes the City Manager to execute all Federal, State, and County documents related to COVID-19 emergency financial assistance forms and related documents.

* * * * *

The foregoing Resolution 2020-_____ was passed and adopted by the Tracy City Council on the 7th day of April 2020, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 3.A

REQUEST

APPOINT ONE APPLICANT TO SERVE ON THE PLANNING COMMISSION AND THREE APPLICANTS TO SERVE ON THE MEASURE V RESIDENTS' OVERSIGHT COMMITTEE

EXECUTIVE SUMMARY

On March 30, 2020, the term of one Planning Commissioner expired, and the terms of three Measure V Residents' Oversight Committee Members expired on March 1, 2020. A recruitment was conducted and appointments need to be made to fill those positions.

DISCUSSION

On March 30, 2020, the term for one Planning Commission Member expired. To fill the vacancy, the City Clerk's office conducted a recruitment beginning on February 6, 2020, and ending on February 27, 2020 during which time three applications were received.

On March 1, 2020, terms for three Measure V Residents' Oversight Committee Members expired. To fill the vacancies, the City Clerk's office conducted a recruitment beginning on January 7, 2020, and ending on January 28, 2020 during which time two applications were received. As stated in the Council's Policy Establishing the Council Selection Process, and Defining Residency Requirements for Appointee Bodies (Resolution No. 2020-009; Attachment A), in the event there are not two or more applicants than vacancies, the filing deadline will be extended. The recruitment was extended beginning on January 29, 2020, and ended on February 19, 2020. The City Clerk's office received three additional applications during the extended recruitment period.

On March 11, 2020, a Council subcommittee consisting of the Mayor Pro Tem Young and Council Member Ransom interviewed three applicants for Planning Commission and three applicants for the Measure V Residents' Oversight Committee (two applicants withdrew their application). In accordance with Resolution No. 2020-009, the Council subcommittee will recommend candidates for appointment to the Planning Commission and the Measure V Residents' Oversight Committee to Council.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

That Council, by motion, approve the subcommittee's recommendations and reappoint Albert Hudson to the Planning Commission to serve a 4 year term beginning April 8, 2020 and ending March 31, 2024 and place James Caling on the 12 month eligibility list.

That Council, by motion, approve the subcommittee's recommendations and reappoint Ameni Alexander, Hector Jaimes, and appoint Karen Parker-Moore to the Measure V Residents' Oversight Committee to serve 3 year terms beginning April 8, 2020, and ending February 28, 2023.

Prepared by: Necy Lopez, Deputy City Clerk
Reviewed by: Midori Lichtwardt, Assistant City Manager
Approved by: Jenny Haruyama, City Manager

Attachment A: Resolution 2020-009

RESOLUTION 2020-009

ADOPTING A COUNCIL POLICY ESTABLISHING A SELECTION PROCESS FOR
APPOINTMENTS TO CITY ADVISORY BODIES AND REPEALING RESOLUTION NO.
2004-089 AND RESOLUTION NO. 2004-152

WHEREAS, In March 2004, the Tracy City Council adopted Resolution No. 2004-089 establishing a policy for the selection process and defining residency requirements for appointee bodies ("Policy") in accordance with Government Code sections 54970 et seq. that was last amended in May 2004, via Resolution No. 2004-152;

WHEREAS, The current policy states that the Mayor (or designee) and a selected Council member shall serve on a selection subcommittee to review applications to serve on an advisory body, interview applicants, and make a recommendation to the full Council on a candidate for appointment to an advisory body,

WHEREAS, In practice, Council appoints any two Council members to a subcommittee to review applications and interview applicants for an appointment to an advisory body, and

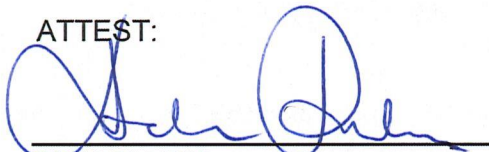
WHEREAS, Council wishes to amend the policy to accurately reflect its current practice.

NOW, THEREFORE, the City Council of the City of Tracy hereby adopts the Council Policy Establishing a Selection Process for Appointments to City Advisory Bodies, attached as Exhibit A, and thereby repeals and supersedes Resolution No. 2004-089, and Resolution No. 2004-152.

The foregoing Resolution 2020-009 was passed and adopted by the Tracy City Council on the 21st day of January, 2020, by the following vote:

AYES: COUNCIL MEMBERS: ARRIOLA, RANSOM, VARGAS, YOUNG, RICKMAN
NOES: COUNCIL MEMBERS: NONE
ABSENT: COUNCIL MEMBERS: NONE
ABSTAIN: COUNCIL MEMBERS: NONE


MAYOR

ATTEST:

CITY CLERK

**COUNCIL POLICY ESTABLISHING A SELECTION PROCESS FOR APPOINTMENTS TO
CITY ADVISORY BODIES
(Exhibit "A" to Resolution No. 2020-009)**

SECTION 1: PURPOSE

To establish a selection process for appointments to City advisory bodies including defining residency requirements, in accordance with Government Code sections 54970 et seq.

SECTION 2: SELECTION PROCESS FOR APPOINTEE BODIES

- A. On or before December 31st of each year, the City Clerk shall prepare an appointment list of all regular and ongoing boards, commissions and committees that are appointed by the City Council of the City of Tracy. The list shall contain the following information:
1. A list of all appointee terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of the appointment, the date the term expires and the necessary qualifications for the position.
 2. A list of all boards, commissions and committees whose members serve at the pleasure of the Council and the necessary qualifications of each position.
 3. The list of appointments shall be made available to the public for a reasonable fee that shall not exceed actual cost of production. The Tracy Public Library shall receive a copy of the list.
- B. Whenever a vacancy occurs in any board, commission or committee, whether due to expiration of an appointee's term, resignation, death, termination or other causes, a special notice shall be posted in the office of the City Clerk, The Tracy Public Library, the City website, and in other places as directed within twenty (20) days after the vacancy occurs. Final appointment to the board, commission or committee shall not be made by the City Council for at least ten (10) working days after the posting of the notice in the Clerk's office. If Council finds an emergency exists, the Council may fill the unscheduled vacancy immediately.
- C. Appointments shall be made for the remainder of the term created by the vacancy except as follows:
1. If appointee will fill an un-expired term with six months or less remaining, the appointment shall be deemed to be for the new term.
 2. If the vacancy is filled by an emergency appointment the appointee shall serve only on an acting basis until the final appointment is made pursuant to section 2.
- D. The Council shall use the following selection process to provide an equal opportunity for appointment to a board, commission or committee:

1. Council shall appoint two Council members to serve on a subcommittee to review applications, interview applicants and recommend a candidate for appointment to the board, commission or committee.
 2. If the Council subcommittee determines there are multiple qualified candidates, the subcommittee can recommend the Council establish an eligibility list that can be used to fill vacancies that occur in the following twelve (12) months.
 3. At the Council subcommittee's discretion, the chair (or designee) of the board, committee or commission for which a member will be appointed, can participate in the interviews.
- E. In the event there are not two or more applicants than vacancies on any board, commission or committee, the filing deadline may be extended by the City Clerk.
- F. An individual already serving on a City of Tracy board, committee or commission may not be appointed to serve on an additional City of Tracy board, committee, or commission concurrently.

SECTION 3: DEFINITION OF RESIDENCY REQUIREMENTS

- A. The following definitions shall be used to determine whether residency requirements are met for boards and commissions to which the Tracy City Council appoints members:
1. Tracy Planning Area means the geographical area defined in the City of Tracy General Plan and any amendments thereto.
 2. City of Tracy means within the city limits of the City of Tracy.
 3. Citizen means a resident of the City of Tracy.
 4. Tracy School District means the geographical area served by the Tracy Unified School District.
 5. Sphere of Influence shall be the geographical area approved by the Local Agency Formation Commission (LAFCo) of San Joaquin County and any amendments thereto.
- B. Residency, as defined above and as set forth in the applicable bylaws for each board or commission, shall be verified annually by the City Clerk. The residency must be verifiable by any of the following means:
1. Voter registration,
 2. Current California Driver's License or Identification,

3. Utility bill information (phone, water, cable, etc.),
 4. Federal or State tax returns.
- C. Members of boards or commissions shall notify the City Clerk in writing within thirty (30) days of any change in residency. If the change in residency results in the board member or commissioner no longer meeting the residency requirements, the member shall tender their resignation to the City Clerk who shall forward it to the City Council.

AGENDA ITEM 3.B

REQUEST

DISCUSS 10-YEAR GENERAL FUND FORECAST AND CONSIDER FORMING A BUDGET COUNCIL STANDING OR AD HOC COMMITTEE TO GUIDE THE DEVELOPMENT OF A FISCAL SUSTAINABILITY PLAN

EXECUTIVE SUMMARY

The purpose of a long-term forecast is to create a sustainable financial vision for the City. A budget forecast does not remain static; it is a dynamic tool that allows for consideration of the most reasonable outcomes. To that end, the forecast will continue to be updated at least annually. This will allow the City to better anticipate future challenges and opportunities, thereby creating a solid foundation to make strategic decisions about the City's financial position. Further, the forecast is reflective of economic estimations and assumptions based upon what is known today, providing guidance on anticipated impacts associated with COVID-19.

DISCUSSION

On February 18, 2020, staff presented the City Council with a mid-year report updating the General Fund projections for FY 2019-20 and the FY 2020-21, with no change in service levels. Table 1 below shows the forecast based on the revenue prior five-year trends. The revenue trends were projected to continue over the short-term (3-5 years) of the forecast revenues; 3% in Sales Tax and 5% Property Tax. The forecast did not consider significant changes in the economy that might impact revenue sources.

The General Fund forecast table reflects a structural deficit ranging from \$4.7M in FY 2020/21 to \$10M over the next decade (Table 1). Expenses and inflation continue to outpace revenues causing an ongoing structural budget gap that could be addressed through a combination of revenue enhancements and service adjustments. Key drivers of cost include health care benefits, PERS, existing labor agreement cost of living adjustments, and growing operating expenses due to increased service demands.

PROJECTED STRUCTURAL DEFICIT

A structural deficit occurs when operating expenses exceed the operational revenues over a period of time. As shown in Table 1, the City's projected structural deficit continues year-over-year; revenue growth is not sufficient to cover expenses and inflation. Chart 1 reflects a trend line over time that reflects the growing gap between revenues and expenditures.

The City's projected FY 2020/21 deficit is approximately \$4.7 million or 6% of operating expenses. While the budget gap narrows slightly in the short-term, it grows significantly starting in FY 2024/25 and beyond. During this timeframe, the City's revenue

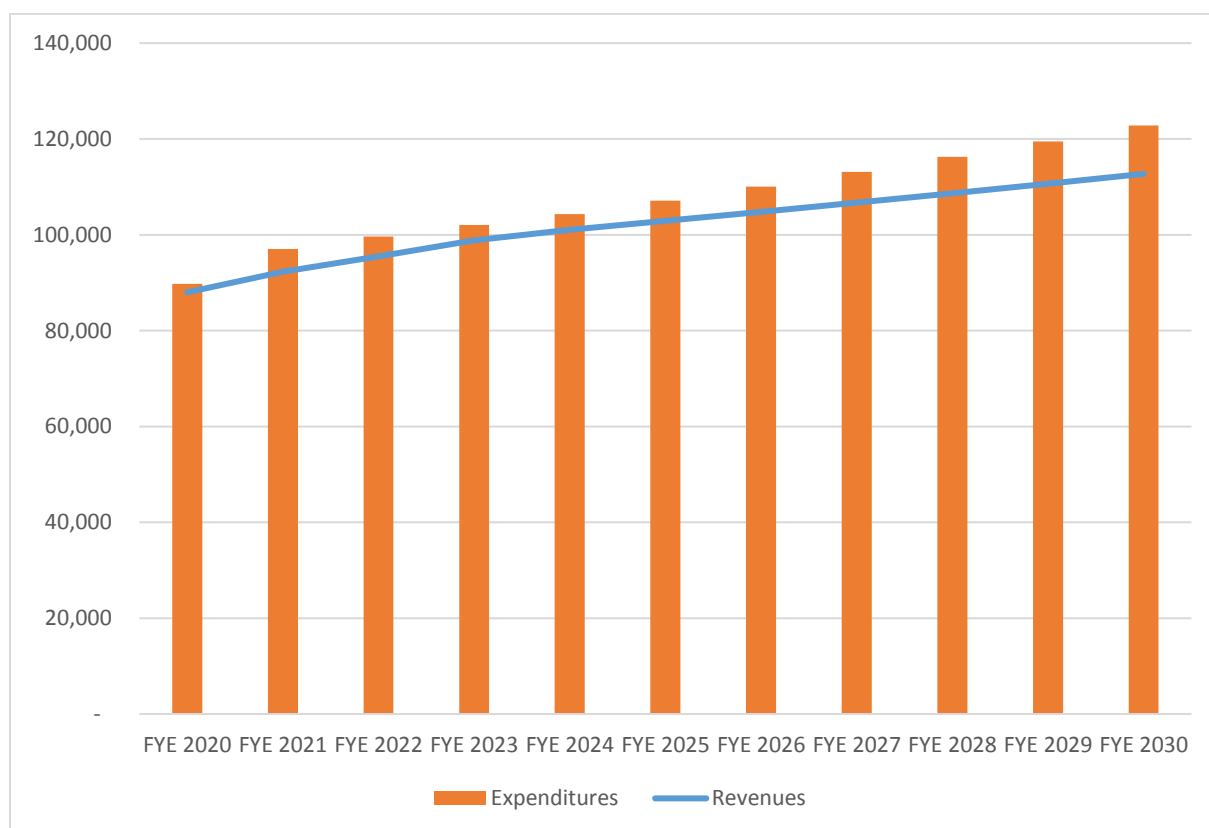
assumptions reflect limited economic growth in the areas of sales tax and property tax (due to Proposition 13) and positive, yet modest growth in the housing and commercial sectors during FY 2020/21 through FY 2023/24.

It should be noted that the 10-year forecast as shown in Table 1 and Chart 1 do not reflect the anticipated fiscal impacts related to COVID-19. Potential COVID-19 economic impacts on the General Fund are discussed later in this report.

Table 1: 10-Year General Fund Forecast

	<u>FYE</u> <u>2020</u>	<u>FYE</u> <u>2021</u>	<u>FYE</u> <u>2022</u>	<u>FYE</u> <u>2023</u>	<u>FYE</u> <u>2024</u>	<u>FYE</u> <u>2025</u>	<u>FYE</u> <u>2026</u>	<u>FYE</u> <u>2027</u>	<u>FYE</u> <u>2028</u>	<u>FYE</u> <u>2029</u>	<u>FYE</u> <u>2030</u>
Revenues	87,997	92,299	95,516	98,844	101,059	102,906	104,790	106,713	108,676	110,678	112,722
Expenditures	89,785	97,052	99,629	102,060	104,349	107,114	110,071	113,119	116,260	119,498	122,837
Surplus/ (Deficit)	(1,788)	(4,753)	(4,113)	(3,216)	(3,290)	(4,208)	(5,281)	(6,406)	(7,584)	(8,820)	(10,115)

Chart 1: 10-Year Revenue and Expenditure Projections



COVID-19: DECLARATION OF EMERGENCY AND SHELTER IN PLACE ORDER

On March 4, 2020, Governor Newsom declared a state of emergency for California associated with the outbreak of COVID-19, a highly contagious virus resulting in serious illness and death on a global scale. In response to the growing health crisis, the City Manager, in her authority as the Director of Emergency Services, proclaimed a local emergency in Tracy on March 12, 2020 due to COVID-19. The City Council ratified that emergency declaration on March 17, 2020.

To slow the spread of the disease, the Governor of California issued Executive Order N-33-20 (Stay at Home Order) on March 19, 2020 ordering all individuals within the State of California to stay home or at their place of residence, except as needed to maintain continuity of operation of federal critical infrastructure sectors, critical government services, schools, childcare, and construction, and to facilitate authorized necessary activities. The Executive Order is in place until further notice. However, the assumptions are likely to continue through June 2020; lasting more than 90 days.

COVID-19 ECONOMIC IMPACTS

A 10-year budget forecast was scheduled to be presented to the City Council on March 17, 2020, but was delayed due to the COVID-19 emergency. Prior to this emergency, national, state, and local economies were expected to maintain growth, with no indication of slowing. Housing stock was also increasing and unemployment was extremely low. However, within one week of the emergency declaration, unemployment grew to double digits with no other economic cause other than the shelter in place order. This experience is considered unprecedented as many businesses were forced to furlough employees and temporarily close their doors.

While the future fiscal impacts of COVID-19 are unclear, there are some likely short-term outcomes. First, sales tax is very responsive to market change and is usually measured within the first six months. Also, transient occupancy tax (TOT or hotel tax) is very sensitive to market volatility. These revenues are considered very elastic and can quickly change without much cause.

The closest market comparison to the COVID-19 emergency are events related to 9-11 and the economic impacts that followed. These included a slow-down of tourism and commercial micro-economies, which took two years for recovery. However, the events of 9-11 did not impact housing or the global economy.

Another comparison could include the Great Recession of 2007-2012. While this event has somewhat different characteristics than the current market volatility, housing was not completely resistant to impacts. In fact, housing was slower to respond in terms of losing value and regaining it. One positive is that because the typical impact on property tax does not materialize until 18-24 months, cities have some extra time to plan and respond to an anticipated revenue loss. In a COVID-19 environment, the City's property tax would not see impacts in the immediate short term, but may by year three and beyond. Commercial property tax, however, may be impacted as early as two years.

POTENTIAL COVID-19 IMPACTS ON GENERAL FUND REVENUES

While it is difficult to forecast the actual economic impacts of COVID-19, staff has developed some financial models that show how the General Fund forecast may be affected. The models will allow staff to adapt to new information as it becomes available. In addition, staff is consulting with other experts on similar models to benchmark the City's results with those being discussed in the region.

Some initial estimates suggest that the City may see a 15-20% decrease in sales tax and TOT revenues over the prior year in the current fiscal year (FY 2019-20). Order of magnitude can potentially be anywhere between \$3 to \$5 million over the next 3 to 5 months. This would be above and beyond the forecasted deficits reflected in Table 1.

If the COVID-19 emergency remains active and the Stay at Home Order is extended, the City's revenue growth will be severely impacted as will its ability to recover. At a minimum, the growth projected in sales tax, TOT, and property tax will not materialize in FY 2021-2025; the City's deficit will double to \$10 to \$15 million over the short-term forecast.

FY 2020/21 BUDGET DEVELOPMENT APPROACH

The City has two major levers as part of the budget development process – revenues and expenses; revenue can be enhanced, expenses reduced, or both can be adjusted. Given the current change in market conditions, revenue enhancements may be less viable, but not without some merit for consideration. On the other side of the spectrum are expenditure reductions, which will likely impact service levels.

The recommended FY 2020/21 budget development approach is one that slows the net flow of cash out the door and seeks ways to rebalance the budget. Closing the City's \$4.7 million budget gap can be done by reducing expenditures, delaying expenditures, and/or finding new resources. Good retrenchment techniques include those that have a short time-to-benefit, are not complex, and are reversible. Some of these approaches may include but are not limited to:

- Implementing a short term hiring freeze;
- Eliminating vacant positions;
- Reassessing personnel equipment needs;
- Making acceptable reductions in service levels ("nice to have" vs "essential");
- Reducing scope of capital project spending;
- Deferring capital purchases;
- Reexamining maintenance and replacement schedules; and
- Reassessing internal service fund cost and allocation formulas

While these budget strategies are temporary in nature and one-time, they will allow the City time to better understand the long-term fiscal impacts of the COVID-19 emergency and develop a multi-year fiscal sustainability plan that includes more permanent solutions. Given the importance of this discussion, the City will also have time to create robust community engagement process that elicits a higher level of public involvement.

That being said, the City Council may want to consider forming a Council standing or temporary advisory committee (“ad hoc”) to provide the City Manager policy guidance and feedback regarding the development of a short and long term fiscal sustainability plan that identifies cost containment and revenue enhancement strategies.

A standing committee, irrespective of whether it is made up of less than a quorum of the City Council, has continuing subject matter jurisdiction or a meeting schedule fixed by formal action of the City Council and is subject to the Brown Act, including agenda and public noticing requirements. An ad hoc committee on the other hand, is composed solely of less than a quorum of the City Council, is temporary in nature, serves a limited or single purpose, and will be dissolved once its specific task is completed. Ad hoc committees are not subject to the Brown Act.

BUDGET DISCUSSION SCHEDULE

May 19: Return with preliminary budget for consideration and resolutions to form the Ad-hoc (representative, term, and scope)

June 2: Return with final budget for adoption

Late June: Begin ad-hoc or standing committee meetings: budget and fiscal policy orientation; create calendar for future meetings

STRATEGIC PLAN

This agenda item supports Governance Strategic Goal 3: Ensure Short and Long-term Financial Sustainability.

FISCAL IMPACT

There is no fiscal impact associated with this item. However, the ten-year forecast is critical in establishing financial policy, understanding that projected outcomes could improve or worsen. Possible outcomes that could improve the forecast include: higher employee vacancy rates (more vacant positions or vacancies for longer periods of time), delayed or weaker recessions, PERS investment gains, and/or stronger economic development activity, beyond what is included in the forecast.

Outcomes that could worsen the forecast include: PERS investment losses (or additional discount rate cuts), weaker revenue growth, fewer new hotel rooms, increased recession losses, and/or adjustment in labor COLAs and staffing beyond current levels assumed in the forecast and unplanned, one-time expenditures.

RECOMMENDATION

It is recommended that the City Council:

1. Discuss the 10-Year General Fund forecast a provide feedback
2. Provide direction about FY 2020/21 budget development approach

3. Provide direction about forming a Standing or Ad Hoc Budget Committee to provide the City Manager policy guidance and feedback regarding the development of a short and long term fiscal sustainability plan, identifying cost containment and revenue enhancement strategies

Prepared by: Karin Schnaider, Finance Director

Reviewed by: Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager