

Tuesday, March 16, 2021, 7:00 P.M.

Tracy City Hall, 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-29-20
WHICH SUSPENDS CERTAIN REQUIREMENTS OF THE RALPH M.
BROWN ACT**

**RESIDENTS ARE STRONGLY ENCOURAGED TO PARTICIPATE
REMOTELY AT THE MARCH 16, 2021 MEETING**

Remote Access to City of Tracy Council Meeting:

In accordance with the guidelines provided in Executive Order N-29-20 on social distancing measures, the City of Tracy will allow for remote participation at the upcoming City Council meeting on Tuesday, March 16, 2021.

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 City's 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."

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

Remote Public Comment:

*Public comment, limited to 250 words or less, submitted via email **will be accepted for agenda items before the start of the Council meeting at 7:00 p.m.** Please send an email to publiccomment@cityoftracy.org and identify the item you wish to comment on in your email's subject line.*

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

- *Comments via:*
 - o **Phone** by dialing (209) 831-6010, or
 - o **Online by visiting** <https://cityoftracyevents.webex.com> and using the following **Event Number:** 182 092 4227 and **Event Password:** TracyCC
 - o ***If you would like to participate in the public comment anonymously***, you may submit your comment via phone or in WebEx by typing "Anonymous" when prompted to provide a First and Last Name and inserting Anonymous@example.com when prompted to provide an email address.

- *Protocols for submitting comments by **phone**:*
 - o *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.*
 - o *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.*
 - o *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.*
 - o *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 commenting via WebEx:*
 - o *If you wish to comment on the “Consent Calendar”, “Items from the Audience/Public Comment” or “Regular Agenda” portions of the agenda:*
 - *Listen for the Mayor to open that portion of the agenda for discussion, then raise your hand to speak by clicking on the Hand icon on the Participants panel to the right of your screen.*
 - *If you no longer wish to comment, you may lower your hand by clicking on the Hand icon again.*
 - o *Comments for the “Consent Calendar” “Items from the Agenda/Public Comment” or “Regular Agenda” portions of the agenda will be accepted until the public comment for that item is closed.*
- *The total allotted time for public comment will be as follows:*
 - o *Consent Calendar: **10 minutes***
 - o *Items from the Audience: **15 minutes***
 - o *Regular Items: **10 minutes***

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

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

Addressing the Council on Items on the Agenda - The Brown Act provides that every regular Council meeting shall provide an opportunity for the public to address the Council on any item within its jurisdiction before or during the Council's consideration of the item, provided no action shall be taken on any item not on the agenda. To facilitate the orderly process of public comment and to assist the Council to conduct its business as efficiently as possible, members of the public wishing to address the Council are requested to, but not required to, hand a speaker card, which includes the speaker's name or other identifying designation and address to the City Clerk prior to the agenda item being called. Generally, once the City Council begins its consideration of an item, no more speaker cards will be accepted. An individual's failure to present a speaker card or state their name shall not preclude the individual from addressing the Council. Each citizen will be allowed a maximum of five minutes for input or testimony. In the event there are 15 or more individuals wishing to speak regarding any agenda item including the “Items from the Audience/Public Comment” portion of the agenda and regular items, the maximum amount of time allowed per speaker will be three minutes. When speaking under a specific agenda item, each speaker should avoid repetition of the remarks of the prior speakers. To promote time efficiency and an orderly meeting, the Presiding Officer may request that a spokesperson be designated to represent similar views. A designated spokesperson shall have 10 minutes to speak. At the Presiding Officer's discretion, additional time may be granted. The City Clerk shall be the timekeeper.

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

Addressing the Council on Items not on the Agenda – The Brown Act prohibits discussion or action on items not on the posted agenda. The City Council's Meeting Protocols and Rules of Procedure provide that in the interest of allowing Council to have adequate time to address the 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-agenda items, Council Members may briefly respond to statements made or questions posed by individuals during public comment; ask questions for clarification; direct the individual to the appropriate staff member; or request that the matter be placed on a future agenda or that staff provide additional information to Council. When members of the public address the Council, they should be as specific as possible about their concerns. If several members of the public comment on the same issue an effort should be made to avoid repetition of views already expressed.

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

Full copies of the agenda are available on the City's website: www.ci.tracy.ca.us

CALL TO ORDER
PLEDGE OF ALLEGIANCE
INVOCATION
ROLL CALL
ANNOUNCEMENTS

1. CONSENT CALENDAR

- 1.A. APPROVAL OF MARCH 2, 2021 CLOSED SESSION AND REGULAR MEETING MINUTES, AND MARCH 9, 2021 CLOSED SESSION MINUTES
- 1.B. RECEIVE AND AUTHORIZE STAFF TO SUBMIT THE ANNUAL PROGRESS REPORT FOR 2020 AND ANNUAL ELEMENT PROGRESS REPORT FOR 2020 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
- 1.C. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH CSG CONSULTANTS, INC., OF PLEASANTON, CALIFORNIA FOR A NOT-TO-EXCEED AMOUNT OF \$206,615 TO PROVIDE PROFESSIONAL ENGINEERING DESIGN SERVICES, THAT INCLUDES THE PREPARATION OF CONSTRUCTION DOCUMENTS SUCH AS PLANS, SPECIFICATIONS AND COST ESTIMATES FOR THE PAVEMENT REHABILITATION PROJECT FY 20-21, CIP 73178

- 1.D. DECLARE CERTAIN VEHICLES, EQUIPMENT AND COMMODITIES AS SURPLUS AND APPROVE THEIR SALE
- 1.E. ADOPT A RESOLUTION UPDATING THE MASTER SALARY SCHEDULE AND AMENDING THE CITY'S POSITION CONTROL ROSTER
- 1.F. APPROVE MASTER PROFESSIONAL SERVICES AGREEMENTS WITH KIMLEY HORN & ASSOCIATES, INC., MARK THOMAS & COMPANY, INC., AND ADVANCED MOBILITY GROUP, TO PROVIDE ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR TRANSPORTATION PROJECTS, AND AUTHORIZE THE DEVELOPMENT SERVICES DIRECTOR TO EXECUTE NOTICES TO PROCEED RELATED TO THE AGREEMENTS, FOR A NOT-TO-EXCEED AMOUNT OF \$600,000 FOR EACH CONSULTANT PER CALENDAR YEAR
- 1.G. APPROVE (1) A RESOLUTION TO SUMMARILY VACATE A SEGMENT OF PARADISE ROAD FROM ITS INTERSECTION WITH SKYLARK WAY EASTWARD FOR APPROXIMATELY 2,200 FEET; AND (2) A RESOLUTION TO TERMINATE A TEMPORARY ACCESS EASEMENT AND TWO UTILITY EASEMENTS AND APPROVE A FIRST AMENDMENT TO THE DEFERRED IMPROVEMENT AGREEMENT FOR NORTHEAST INDUSTRIAL AREA (NEI), PHASE 2, PARCEL 28, PROLOGIS PARK OLIVERA (PROLOGIS – II), PROLOGIS PROPERTY
- 1.H. APPROVE THE PARK IMPROVEMENT AND REFUND AGREEMENT FOR ELLIS DOG PARK, AND AUTHORIZE THE CITY CLERK TO FILE THE AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

2. ITEMS FROM THE AUDIENCE

3. REGULAR AGENDA

- 3.A. DISCUSS CITY'S RESPONSE TO COVID-19 (VERBAL REPORT)
- 3.B. PUBLIC HEARING TO CONSIDER 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 2021-2022 AND AUTHORIZE THE ASSISTANT CITY MANAGER TO EXECUTE THE FUNDING AGREEMENTS FOR THE PROGRAM
- 3.C. RECEIVE UPDATE ON HOMELESSNESS AND PROVIDE DIRECTION ON TEMPORARY EMERGENCY HOUSING FACILITY PROJECT, INCLUDING FUNDING STRATEGIES
- 3.D. APPROVE 2021-2023 MULTI-YEAR AND SHORT-TERM STRATEGIC PRIORITIES, AND WORKPLAN, AND PROVIDE DIRECTION TO STAFF, AND ACCEPT CITY COUNCIL WORKSHOP REPORT AS JANUARY 5, 12, AND 14, 2021 SPECIAL MEETING MINUTES

- 3.E. AUTHORIZE STAFF TO NEGOTIATE AN AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF TRACY AND SURLAND COMMUNITIES, LLC FOR THE 321 ACRE ELLIS SPECIFIC PLAN PROPERTY LOCATED AT THE NORTHWEST CORNER OF CORRAL HOLLOW ROAD AND LINNE ROAD, AND PROVIDE NEGOTIATING PARAMETERS
- 3.F. FORM COUNCIL HOMELESSNESS ADVISORY COMMITTEE; APPOINT TWO COUNCIL MEMBERS TO SERVE ON THE COMMITTEE, AND PROVIDE DIRECTION TO STAFF

- 4. ITEMS FROM THE AUDIENCE
- 5. STAFF ITEMS
- 6. COUNCIL ITEMS AND COMMENTS
- 7. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

March 2, 2021, 4:30 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy

1. CALL TO ORDER – Mayor Young called the meeting to order at 4:30 p.m. for the purpose of a closed session to discuss the items outlined below.
2. ROLL CALL – Roll call found Council Members Bedolla, Davis, Mayor Pro Tem Vargas, and Mayor Young present.

Council Member Arriola arrived at 4:34 p.m.

3. ITEMS FROM THE AUDIENCE – There was no public comment.
4. CLOSED SESSION

a. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

- City Negotiators:
Jenny Haruyama, City Manager
Kimberly Murdaugh, Human Resources Director
Karin Schnaider, Finance Director
Leticia Ramirez, City Attorney
Tim Davis, Special Counsel
- Employee Organizations:
General Teamsters Local No. 439, IBT
South County Fire Chief Officer's Association
Tracy Fire Fighters Association
Tracy Mid Managers Bargaining Unit
Tracy Police Management Association
Tracy Police Officers' Association
Tracy Technical and Support Services Employee Association

b. Conference with Legal Counsel – Existing Litigation (Gov. Code § 54956.9(d)(1))

- i. *South San Joaquin County Fire Authority, City of Tracy, et al. v. San Joaquin County Emergency Medical Services Agency* (San Joaquin County Superior Court Case No. STK-CV-UCC-2020-0004468)

c. Conference with Legal Counsel – Anticipated Litigation (Gov. Code § 54956.9)

- i. Significant exposure to litigation pursuant to § 54956.9(d)(2). (One case).

There was no public comment.

5. RECESS TO CLOSED SESSION - Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Davis to recess the meeting to closed session at 4:38 p.m. Roll call vote found all in favor; passed and so ordered.
6. RECONVENE TO OPEN SESSION – The meeting reconvened to open session at 7:06 p.m.
7. REPORT OF FINAL ACTION – None
8. COUNCIL ITEMS AND COMMENTS - None
9. ADJOURNMENT – Time: 7:07 p.m.

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

The agenda was posted at City Hall on February 25, 2021. The above are action minutes.

Mayor

ATTEST:

City Clerk

March 2, 2021, 7:00 p.m.

City Hall, 333 Civic Center Plaza, Tracy

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

Due to the COVID-19 emergency, the regular meeting was conducted pursuant to the provisions of the Governor's Executive Order N-29-20, which suspends certain requirements of the Ralph M. Brown Act. Residents participated remotely via email, phone and WebEx during the meeting.

Mayor Young called the meeting to order at 7:16 p.m.

Mayor Young led the Pledge of Allegiance.

Imaam Sheikh Lateef ur Rahman, Islamic Society of Tracy offered the invocation.

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

1. CONSENT CALENDAR – Following the removal of items 1.D and 1.E by Mayor Young and Alice English, motion was made by Council Member Arriola and seconded by Council Member Davis to adopt the Consent Calendar. Roll call vote found all in favor; passed and so ordered.
 - 1.A APPROVAL OF FEBRUARY 16, 2021, REGULAR MEETING MINUTES – Minutes were adopted
 - 1.B APPROVE A GENERAL SERVICES AGREEMENT, NOT TO EXCEED \$150,000 ANNUALLY, WITH HORIZON DISTRIBUTORS, INC., FOR NON-AGRICULTURE IRRIGATION SUPPLIES, AND AUTHORIZE THE CITY MANAGER TO AMEND THE AGREEMENT TO EXECUTE ANY EXTENSIONS AND TO MAKE MINOR AMENDMENTS TO THE AGREEMENT – Resolution 2021-018 approved the General Services Agreement with Horizon Distributors, Inc.
 - 1.C APPROVE A MITIGATION AGREEMENT BETWEEN THE CITY OF TRACY AND HARVEST IN TRACY, LLC (FKA LTMT TRACY, LLC), A DELAWARE LIMITED LIABILITY COMPANY, TO ENSURE EASEMENT ACCESS TO PUBLIC UTILITIES LOCATED AT APN 23863001 THROUGH HARVEST IN TRACY PURCHASING AND CONVEY A PIPEHUNTER SIDE-KICK EASEMENT MACHINE WITH TRANSPORT TRAILER TO THE CITY OF TRACY – Resolution 2021-019 approved the Mitigation Agreement with Harvest in Tracy, LLC.
 - 1.F APPROVE THE CITY OF TRACY 2021 REGIONAL TRANSPORTATION AND LOCAL PROJECT SUBMITTAL FOR CONGRESSIONAL APPROPRIATION REQUESTS DURING SAN JOAQUIN COUNCIL OF GOVERNMENTS' ONE VOICE TRIP TO WASHINGTON D.C. – Resolution 2021-020 approved the

2021 Regional Transportation and Local Project submittal for congressional appropriation during SJCOG One Voice Trip to Washington D.C.

1.D APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH DENOVO PLANNING GROUP FOR PREPARATION OF THE DOWNTOWN TRANSIT-ORIENTED DEVELOPMENT SPECIFIC PLAN AND ENVIRONMENTAL IMPACT REPORT FOR A NOT-TO-EXCEED AMOUNT OF \$499,942

Andrew Malik, Assistant City Manager provided the staff report and responded to Council questions.

Robert Tanner stated an amendment was voted on and it lost, residents did not want to have unlimited housing, land is contaminated, and encouraged Council not to spend \$500,000 until a later date.

Ubbo Coty stated the citizens voted no on Measure Y and we still have a Council that does not wish to represent the will of the people and insists on its own special interest.

Mayor Pro Tem Vargas disagreed with the comments made by the previous caller.

Chris Overheul stated he was disappointed that Council continues to pursue the TOD after Measure Y was defeated. It was clear people did not want it.

Neil Prescott stated he was surprised Council is continuing to pursue the TOD after the citizens gave a negative vote on Measure Y. Mayor Pro Tem Vargas cannot stay away from the issue and people need to know why.

Mayor Pro Tem Vargas responded Measure Y was a City Council measure voted 4:1 in favor of the measure, being singled out, but it was a measure by the City of Tracy.

Alice English spoke about the following: The item being on the consent calendar, Mayor Pro Tem Vargas spearheading the item and trying to go around Measure A to get the TOD here, residents should have input, concerns regarding Valley Link being committed to the downtown, residents voted no on Measure Y, Mayor Pro Tem Vargas and Council Arriola pushed it, and encouraged Council to vote no on consent items 1.D and 1.E.

Council Member Arriola objected to the characterization that he colluded to bring Valley Link to Tracy.

Mayor Pro Tem Vargas disagreed with the comments from Ms. English. Ms. English is creating a narrative that is not true.

Shawn Cannon shared her concerns regarding Council continuing to pursue the TOD after citizens of Tracy voted strongly against Measure Y, and did not want traffic and high-density housing in our historic downtown.

Sharon Gardner-Losch spoke in support of the TOD stating without TOD Valley Link will not stop here and we will not get the benefits, do not see historic downtown but do see potential, open to opportunities for growth, jobs, and affordable housing, and recommended Council approve the item.

Dan Evans spoke about the historic downtown being worth preserving, Measure Y losing on the ballot, high density downtown housing not the will of Tracy citizens, Mayor Pro Tem Vargas continuing to discuss the TOD at Council meetings, contaminated soil not being addressed in Measure Y, and members of Council putting special interests ahead of what the citizens of Tracy want.

Mayor Pro Tem Vargas responded the item was brought up by the entire Council, and instructed the City Manager to put on the agenda, and disagreed with the characterization on being represented by a special group that has a special interest.

Alex stated citizens voted down Measure Y and it is disheartening to see Council keep wanting to push the expansion of the TOD.

Chrystena Rockett suggested tabling consent items 1.D and 1.E for further discussion and clarification. Item 1.D goes against the will of the voters, and item 1.E looks for changing the General Plan Guidelines and amending the GMO and neither of the items seem to be routine.

Richard English urged Council to not make any decisions on consent items 1.D and 1.E and shared concerns regarding Valley Link, using GMO to go around Measure A, and Measure Y voted down.

J.T. Rodgers commented about Mayor Pro Tem Vargas pushing the City to take the lead on the TOD plan, asked about the Sandhu brothers involvement with the TOD and Measure Y, and stated the public deserves full transparency on the matter and additional hearings need to be scheduled.

Geri Featherston shared concerns regarding Council trying to circumvent the people of Tracy's no vote on Measure Y and going around Measure A in item 1.E, stating it is unethical and irresponsible.

William Muetzenberg supported the Council's consideration to build up the TOD to prepare for the arrival of Valley Link and ensure that affordable housing, thriving commerce, and easy connectivity are the key cornerstone of our historic downtown.

Jim Bozeman asked if Mayor Pro Tem Vargas was currently employed by Mike Sandhu, or any other of Mr. Sandhu's businesses or affiliations, or any of his relatives.

Ramona Confer shared concerns regarding the historic downtown and the Southside Community being forgotten and developers and city officials trying to get rid of the core of the city, lack of transparency and communication for the agenda item.

Ally Arroyo requested item 1.D be moved to the regular agenda and commented about Measure Y failing, Tracy voters rejected the proposal of circumventing Measure A, and spending money during budget shortfalls on something that is not guaranteed.

Jim Freeman commented with the November vote on Measure Y, the people of Tracy have stated their unambiguous opposition to trains running through the center of town, and transit oriented development downtown, and shared his concerns regarding Valley Link.

Robert Smith commented there are too many questions and too little transparency surrounding this service agreement extension with DeNovo, and the item needs to be rescheduled as a regular agenda item at a later date with more information.

Adrianne Richardson, City Clerk announced a letter, which exceeded the word limit was received from Downtown Tracy City Center Association in support of the TOD, and was provided to City Council.

City Council questions and comments followed.

Bill Dean, Assistant Development Services Director responded to Council questions.

Council Member Bedolla wanted it in the record that he supported moving forward with the Specific Plan process without UR1 at this time.

ACTION: Motion was made by Council Member Arriola and seconded by Mayor Pro Tem Vargas to adopt **Resolution 2021-021** approving Amendment No. 1 to the Professional Services Agreement with Denovo Planning Group for preparation of the downtown transit oriented development specific plan and environmental impact report for a not-to-exceed amount of \$499,942. Roll call found Council Members Arriola, Bedolla, Mayor Pro Tem Vargas and Mayor Young in favor; passed and so ordered. Council Member Davis opposed.

1.E APPROVE SCOPE OF WORK FOR PLACEWORKS, INC. REGARDING WORKFORCE AND AFFORDABLE HOUSING POLICY AND ZONING ORDINANCE AMENDMENTS, AND GROWTH MANAGEMENT ORDINANCE INITIATIVE, USING STATE GRANT FUNDS FROM SB 2 AND LEAP GRANT PROGRAMS

Andrew Malik, Assistant City Manager provided the staff report.

Robert Tanner stated the item should have been on a regular agenda and responded to Council Member Arriola's comment regarding 65,000 who didn't vote, and suggested holding off.

Alice English spoke about the following: Mayor Pro Tem Vargas misleading candidates to endorse for Measure Y, item should be tabled for public input and involvement, disagreed with #12 on page 2 of the staff report to go on a ballot, people voted against it and how much more money are you spending.

Sharon Gardner-Losch asked about redirecting the grants. It is misleading, we cannot use money for putting food on the table, waste to leave money and not use for housing crisis. Would be happy to hear City has a comprehensive plan to address the housing needs and make it more affordable. Would support this.

Dan Evans spoke about some Council Members doing whatever special interests they want, Council not hearing the will of the people and implied Council Member Arriola said a majority vote doesn't matter.

Council Member Arriola objected to some of the characterizations made by Mr. Evans.

William Muetzenberg supported any effort by the Council to improve how housing permits are allocated so that we can build housing that is affordable for all. We need to build Tracy up if we hope to move it forward.

Jessica Weaving stated the voters have already spoken, repeatedly, demanding slow growth, but Council continues to spend taxpayer monies in an attempt to circumvent what the voters want. Focus on slow growth and build a quality community, with focus on good paying jobs that can support the housing prices and infrastructure that is severely lacking.

Grace Gualco shared concerns regarding Council not listening to the constituents and trying to go around Measure A.

Mayor Pro Tem Vargas disagreed with comments from Ms. Gualco.

Denece Vincent commented the majority of Tracy voters have repeatedly confirmed that they prefer slow growth, and what they want is for infrastructure to catch up with the needs of current residents.

Catherine Espitia stated Tracyites want Slow Growth and requested Council not tamper with Measure A, which was implemented for a reason - slow growth.

Debbie Shenk requested slowing down the building. No new growth.

Jim Freeman stated the voters have spoken, repeatedly, demanding slow growth, but Council spends taxpayer money frivolously attempting to circumvent the will of the voters. Maintain slow growth and build a quality community, and focus on jobs and infrastructure.

Peg Abell requested Council stop the growth, no more housing, and bring in more business.

Shannon Vargas asked why Council is considering another proposal for low income housing, and stated she is not ok with tax dollars being spent on this.

Wendy Tocchini stated several years ago a group got together and fought off developers wanting to bypass Measure A, and Measure M was shot down by the voters. We don't want an increase of homes to be built.

Adrienne Richardson, City Clerk announced emails were received from Michael Gonzalez and Melissa Simpson, which exceeded the word limit and were provided to Council by email and on the dais.

Council Member Arriola motioned to approve a scope of work prepared by PlaceWorks, Inc. regarding workforce and affordable housing policy and zoning, ordinance amendments, and Growth Management Ordinance initiative, using Senate Bill 2 and local early action planning grants funds. Mayor Pro Tem Vargas seconded the motion.

City Council questions and comments followed.

Council Member Bedolla motioned to amend the motion on the floor to remove item #12 of PlaceWork's scope of work. There was no second to the motion.

City Council comments continued.

Council Member Bedolla requested to go on record in opposition of item #12 in list of recommendations and once again asked for support for motion to amend the motion on the floor to remove #12. Motion was not seconded.

City Council comments continued.

ACTION: Motion was made by Council Member Arriola and seconded by Mayor Pro Tem Vargas to adopt **Resolution 2021-022** approving a scope of work prepared by PlaceWorks, Inc. regarding workforce and affordable housing policy and zoning, ordinance amendments, and Growth Management Ordinance initiative, using Senate Bill 2 and local early action planning grants funds. Roll call found Council Members Arriola, Bedolla, Mayor Pro Tem Vargas and Mayor Young in favor; passed and so ordered. Council Member Davis opposed.

2. ITEMS FROM THE AUDIENCE – Anonymous caller requested the City of Tracy look into Tracy Police Departments investigation policies and procedures and spoke about her experience in 2019 relating to an alleged assault by Police Officers.

Robert Tanner stated four Council Members did not listen to people regarding the previous items. Council Member Davis stuck to her guns and voted no on both issues. Hoped when we come to CIP issues and amenities that Council votes to complete Legacy Fields first. Mr. Tanner asked about an update on the Aquatic Park.

Michaela Toscas spoke about a letter received from the City stating she did not meet the eligibility criteria for phase 1 and 2 and was ineligible to move on further in the application process for a cannabis storefront and delivery retail in Tracy. Ms. Toscas added that was not correct, shared her qualifications and experience, and requested the City take a second look at applications.

Tim Silva spoke about Council pulling the wool over citizen's eyes, shared concerns regarding affordable housing, Ellis Development and Les Serpa getting RGA's, and

asked about Legacy Fields. Mr. Silva suggested Council not argue or debate with the public, and listen to their constituents.

Ubbo Coty stated he was shocked and disturbed regarding what Council Member Arriola is saying, social programs not going to work, suggested putting in new dog parks, and would like to see something positive happen from all of this. Listen to constituents.

Council Member Arriola responded he objected to that characterization.

Dan Evans agreed with Bob Tanner that there is one principal person on dais, the rest appeared to be beholding to some other interest, and spoke about a comment he interpreted during Item 1.D from Council Member Arriola regarding not listening to the will of the people and their votes did not count.

Council Member Arriola responded he objected to commentary made by previous caller.

Raza Lawrence represented multiple applicants for cannabis business permits, which had local Tracy ownership and was disappointed clients were not accepted. Mr. Lawrence shared his concerns regarding cutoff percentage and the application process, and requested releasing all scoring info to the applicants so there can be transparency and see if there is any need to revise the system.

Leticia Ramirez, City Attorney stated her office will craft a response to the applicants.

Arabella McCreary shared her frustrations with cannabis scoring process, and suggested reconsidering deadlines, scoring process and give opportunity to appeal much sooner than three months.

Alex stated without sharing scores how do we know what we are appealing. Most licenses people were denied were non-competitive licenses, and was told we did not meet the 80% threshold for non-competitive licenses doesn't benefit us, City or increase tax revenues for the City.

Adrienne Richardson, City Clerk announced an email was received from Spencer Sitnik that exceeded the word limit regarding concerns with the cannabis application process, and was provided to Council by email and on the dais.

3. REGULAR AGENDA

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Davis to table agenda items 3.D and 3.E. Roll call found all in favor; passed and so ordered.

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

Jenny Haruyama, City Manager provided an update and presentation on the City's response to COVID-19.

Alice English stated since schools and other businesses are opening, she felt the Council chambers needs to open to the public.

Ubbo Coty agreed with Ms. English stating that if we are in the red tier he did not see why the public cannot be back in Council chambers for meetings.

Robert Tanner spoke about COVID testing locations, and requested a slide in the report or in the newsletter information about the testing locations. Mr. Tanner supported having the public back in Chambers.

Karen Moore asked for clarification on when and how often should the community be utilizing the testing.

City Council comments and questions followed.

City Council accepted the report.

3.B ACCEPT CITY OF TRACY FISCAL IMPACT ANALYSIS REPORT OF SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY (SSJCFA) PERSONNEL TRANSITION AND PROVIDE DIRECTION TO STAFF

Mayor Pro Tem Vargas stated the FPPC has not yet finalized a letter of advice determining if she can participate on fire contract items, and in an abundance of caution recused herself from the item. Mayor Pro Tem Vargas left the dais.

Jenny Haruyama, City Manager, David Bramell, Fire Division Chief, and Leticia Ramirez, City Attorney provided historical background information and presentation of the South San Joaquin County Fire Authority Phase 2 Personnel Transition Fiscal Impact Analysis.

Mike Oliver, President of Municipal Resource Group (MRG) introduced Dana Shigley and Brian Kelly, MRG Consultants and provided a brief overview of the Fiscal Impact Analysis Report presentation.

Dana Shigley, and Brian Kelly, MRG Consultants provided a presentation regarding potential fiscal impacts for the City resulting from the transition of the City fire employees to the Authority, and responded to questions.

Stan Parker thanked Fire Chief Bradley for his leadership and moving the consolidation of the City's Fire District and the Rural County Fire District forward. Mr. Parker encouraged Council to approve the Fiscal Impact Analysis Report.

Ubbo Coty encouraged Council to table the item and explore it and make a better educated decision. Calpers is something you want to learn more about as you go forward. Mr. Coty added he was happy that Mayor Pro Tem Vargas recused herself from the item.

Mary Mitracos stated this is the most comprehensive report she has seen in public for the JPA, and shared her concerns regarding projection for revenue stating the City has a right to know about the Rural Fire Districts revenue, income

and fiscal sustainability over the long term if we are going to be entering into this kind of partnership.

Alice English urged Council to accept this concept and go forward. This has to do with safety and quality of life. If we do not go with the JPA we will be in jeopardy, looking at \$20 million if we partner with a rural authority board versus \$103,000 every year for the next 50 years.

Jeff Ramsey spoke on behalf of Tracy Rural Fire District (TRFD) and provided information regarding TRFD and the JPA. Mr. Ramsey reaffirmed TRFD commitment to move into phase 2 of the agreement that the City of Tracy and TRFD entered into in 2018. The consultant's report highlights some areas that may be of some concern for the Council. The JPA to address these concerns and come to agreeable solution for all parties. Rural request reasonable time line on completing the transition to the JPA.

John Paxton encouraged Council to accept the fiscal report for the South San Joaquin County Fire Authority stating the issue has been vetted, and need to stop spending additional taxpayer money on something that is working.

Juan supported the partnership with the Rural Board and the Tracy Fire Department and requested Council accept the status to the fire employee transition plan to stand alone with the South San Joaquin County Fire Authority.

Tracy First suggested having staff analyze the many unknown costs and contracting back for services to avoid duplication of staff salaries. Consider a cost effective solution.

Richard English stated the plan to stand alone is a good concept for Tracy's safety and future. If Council chooses not to allow this it will be detrimental financially and affect the safety, quality of life to the residents and our city for years to come.

Fire Chief Randall Bradley responded to Council questions.

Council Member Arriola moved to accept the Fiscal Impact Analysis Report of the South San Joaquin County Fire Authority and direct staff for additional analysis in the areas of 1) Calpers unfunded liability, 2) Health insurance benefits for employees, and 3) Administrative and support services. Council Member Davis seconded the motion.

Ms. Haruyama suggested one additional thing the consultant had stated a refinement of the future apparatus and equipment funding.

Council Member Arriola stated he would accept the friendly amendment to the apparatus and equipment funding. Council Member Davis accepted the friendly amendment.

Council Member Davis requested the City and Rural bring back information to Council for review regarding what those numbers would be. Council Member Arriola accepted the amendment.

Ms. Haruyama clarified Council Member Davis's request: Interested in understanding the revenue projections, and if there could be a split what the order of magnitude would be for both agencies involved and what that could look like. Cautioned Council that while we can give ranges and estimates, at the end of the day if a trigger is pulled there will be negotiations and that could look very different, but we probably have enough information to give you an order of magnitude and identify what some of those issues might be.

City Council questions and comments continued.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Davis to accept City of Tracy Fiscal Impact Analysis Report of South San Joaquin County Fire Authority (SSJCFA) and provide direction to staff to conduct additional analysis on 1) Calpers unfunded liability, 2) Health insurance benefits for employees, 3) Administrative and support services, 4) Operations and apparatus equipment funding, 5) Revenue projections and scope of order of magnitude between the City and Fire Authority, and 6) Policy ramifications related to governance. Roll call found Council Members Arriola, Bedolla, Davis, and Mayor Young in favor; passed and so ordered. Mayor Pro Tem Vargas recused herself from the item.

3.C RECEIVE UPDATE ON HOMELESSNESS AND PROVIDE DIRECTION ON TEMPORARY EMERGENCY HOUSING FACILITY PROJECT, INCLUDING FUNDING STRATEGIES – **Agenda item tabled to March 16, 2021.**

ACTION: Council Member Arriola motioned to table Item 3.C until March 16, 2021. Council Member Davis seconded the motion

3.D APPROVE 2021-2023 MULTI-YEAR AND SHORT-TERM STRATEGIC PRIORITIES AND WORKPLAN, AND PROVIDE DIRECTION TO STAFF, AND ACCEPT CITY COUNCIL WORKSHOP REPORT AS JANUARY 5, 12, AND 14, 2021 SPECIAL MEETING MINUTES – **Agenda item tabled.**

3.E DISCUSS ROLE, MAKEUP, AND NECESSITY OF CITY BOARDS AND COMMISSIONS AND PROVIDE DIRECTION TO STAFF – **Agenda item tabled.**

4. ITEMS FROM THE AUDIENCE – None

Leticia Ramirez, City Attorney confirmed that the full Council agreed to table agenda Item 3.C.

5. STAFF ITEMS – Jenny Haruyama, City Manager provided an update on the following actions taken by the City Manager during the COVID emergency:

- Award Construction Contract to Tracy Grading and Paving for 6th Street Reconstruction (West of Tracy Blvd) – CIP 73168

Ms. Haruyama presented Mayor Young with a Congressional Record from Congressman Josh Harder recognizing Mayor Young as the first elected at large female African American Mayor. Congressman Harder provided a video congratulating Mayor Young.

6. COUNCIL ITEMS – Council Member Arriola wished everyone a happy Women’s History Month.

Council Member Bedolla requested when Measure V discussion comes to Council include options for project reprioritization and information or discussion on the pros and cons of the formal allocation model. In order to utilize any funding from Measure V for any other projects we are going to have a discussion on project reprioritization. Mayor Pro Tem Vargas seconded the request.

Council Member Davis wished everyone a happy Women’s History Month and thanked Council Member Arriola.

7. ADJOURNMENT – Time: 1:11 a.m. Date: Wednesday, March 3, 2021

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

The above agenda was posted at the Tracy City Hall on February 25, 2021. 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 9, 2021, 5:30 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy

1. CALL TO ORDER – Mayor Young called the meeting to order at 5:30 p.m. for the purpose of a closed session to discuss the items outlined below.
2. ROLL CALL – Roll call found Council Members Bedolla, Davis, Mayor Pro Tem Vargas, and Mayor Young present.

Council Member Arriola arrived at 5:31 p.m.

3. ITEMS FROM THE AUDIENCE – There was no public comment.
4. CLOSED SESSION

a. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

- City Negotiators:
Jenny Haruyama, City Manager
Kimberly Murdaugh, Human Resources Director
Karin Schnaider, Finance Director
Leticia Ramirez, City Attorney
- Employee Organizations:
General Teamsters Local No. 439, IBT
South County Fire Chief Officer's Association
Tracy Fire Fighters Association
Tracy Mid Managers Bargaining Unit
Tracy Police Management Association
Tracy Police Officers' Association
Tracy Technical and Support Services Employee Association

There was no public comment.

5. RECESS TO CLOSED SESSION - Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Davis to recess the meeting to closed session at 5:38 p.m. Roll call vote found all in favor; passed and so ordered.
6. RECONVENE TO OPEN SESSION – The meeting reconvened to open session at 6:03 p.m.
7. REPORT OF FINAL ACTION – None
8. COUNCIL ITEMS AND COMMENTS - None
9. ADJOURNMENT – Time: 6:04 p.m.

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

The agenda was posted at City Hall on March 4, 2021. The above are action minutes.

Mayor

ATTEST:

City Clerk

AGENDA ITEM 1.B

REQUEST

RECEIVE AND AUTHORIZE STAFF TO SUBMIT THE ANNUAL PROGRESS REPORT FOR 2020 AND ANNUAL ELEMENT PROGRESS REPORT FOR 2020 TO THE OFFICE OF PLANNING AND RESEARCH, AND STATE HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT REGARDING THE IMPLEMENTATION OF THE GENERAL PLAN AND THE HOUSING ELEMENT

EXECUTIVE SUMMARY

State law requires cities to submit an Annual Progress Report and an Annual Element Progress Report (APR) about the implementation of the General Plan and the Housing Element respectively during the previous calendar year to the Office of Planning and Research (OPR) and California Department of Housing and Community Development (HCD) by April 1st of each year. Legislation adopted in 2017 has expanded the scope of the APR and makes cities who fail to submit an APR for two consecutive years subject to streamlined approvals for certain infill affordable housing projects qualifying under the new legislation. State law further requires that the APRs be considered at a public meeting during which the public is given the opportunity to provide written and oral comments.

This item asks Council to receive the APR for 2020 and authorize staff to submit the report to OPR and HCD.

DISCUSSION

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

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

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

- The status of the General Plan and the progress of its implementation, and
- The local agency's progress in meeting its share of regional housing needs,

which is commonly referred to as the Housing Element portion of the APR or Annual Element Progress Report, including the agency's "efforts to remove governmental constraints to the maintenance, improvement, and development of housing" under the Housing Element, and

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

The Planning Division of the Development Services Department compiled information provided by all City departments to prepare the City's General Plan portion of the APR for 2020 (Attachment A) in accordance with the APR Guidelines issued by the OPR (Attachment B), where jurisdictions have the ability to report the required information in any form. The City's General Plan portion of the APR is in a table format organized by General Plan Element, the objectives and corresponding action items within each Element, and a description of the implementation status for each action item. A number of these action items have been completed or currently in process, whereas a majority are continuously ongoing as further described in Attachment A. For example, 21 action items relating to improvements to City roadways, utility, parks, and other infrastructure are in process now as the City is undergoing its Master Plan updates. An example of a completed action item is the publication of local businesses success stories in the City Newsletter, which was done with the launch of the Economic Development newsletter in Fall 2020. The City's progress in meeting its regional housing needs allocation (RHNA) is contained in the Housing Element portion of the APR (Annual Element Progress Report) for 2020 (Attachment A). Table B of this APR shows that during the current Housing Element cycle, the City has issued permits for all of its allocated share of the above-moderate category and 62 permits of the moderate income category, with 766 units remaining in the moderate-income category, 705 units in the low income category, and 980 in the very-low income category. This report also contains data on housing activity applied for, approved, issued, and constructed in the reporting year, in accordance with the reporting instructions prepared by HCD (Attachment C). In December 2020, HCD updated the Annual Element Progress Report form and instructions for additional information now required to be reported for the reporting calendar year:

- Updates related to AB 1255 (Chapter 661, Statutes of 2019), which requires cities to make a central inventory of specified surplus land and excess land identified pursuant to law on or before December 31 of each year.
- Updates related to AB 101 (Chapter 159, Statutes of 2019), relating to Local Early Action Planning (LEAP) grant reporting.
- Updates related to AB 83 (Chapter 15, Statutes of 2020), requiring reporting of hotel/motel conversions to residential units and adding mobilehome park preservation as an eligible activities in the optional reporting table for rehabilitated, converted, and preserved units.

State regulations require that the Annual Element Progress Report be prepared using HCD's instructions, definitions, and form. The form is created by HCD and cannot be altered. Jurisdictions are instructed to enter data in certain required cells, with optional cells marked with an asterisk. Where no such entry exists, the cell is to remain blank. Due to the significant amount of data requested and the requirement that the APRs be heard at a public meeting prior to submission to the state, staff had limited time to

compile and enter all the required and requested optional data before the due date of April 1. Due to these time constraints, staff has only provided data that is required. One of the City's efforts related to housing activity described in the APR is City Council's direction to implement strategies to encourage and increase workforce/affordable housing as described in the staff report and scope of work approved by the City Council on March 3, 2020.

STRATEGIC PLAN

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

FISCAL IMPACT

Staff resources used to prepare these reports are included in the Development Services Department's operating budget for FY 2020-2021.

RECOMMENDATION

Staff recommends that City Council receive the Annual Progress Report for 2020 and Annual Element Progress Report for 2020, and, by resolution, authorize staff to submit the reports to OPR and HCD.

Prepared by: Kimberly Matlock, Associate Planner

Reviewed by: Bill Dean, Assistant Development Services Director
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – City of Tracy Annual Progress Report for Reporting Year 2020 and Annual Element Progress Report for 2020

Attachment B – Excerpt from OPR's 2017 General Plan Guidelines

Attachment C – Housing Element Annual Progress Report Instructions, December 2020

Attachment A

City of Tracy Annual Progress Report



Reporting Year 2020

Introduction

The purpose of this report is to give an update on the progress in implementing the City of Tracy General Plan for the reporting year of 2020.

The City of Tracy General Plan was adopted on February 1, 2011 and provides the City with direction through the year 2025. The General Plan contains the Land Use Element, the Community Character Element, the Economic Development Element, the Circulation Element, the Open Space and Conservation Element, the Public Facilities and Service Element, the Safety Element, the Noise Element, and the Air Quality Element. Each element contains goals, objectives, policies, and action items to guide development within city limits and growth within the sphere of influence as properties in the sphere annex into the City. These elements address all the required contents of a General Plan as mandated by Government Code section 65302(a) that were applicable at the time of its adoption.

Adopted at the same Council meeting as the General Plan and published in a separate document is the City's Sustainability Action Plan, a comprehensive strategy to achieve communitywide sustainability in the sectors of greenhouse gas emissions, energy, transportation and land use, solid waste, water, agriculture and open space, biological resources, air quality, public health, and economic development. The goals and measures in the Sustainability Action Plan further the environmental goals identified in the General Plan.

The City of Tracy Housing Element was published under separate cover and was adopted on March 15, 2016 for the beginning January 1, 2015 through December 31, 2023 and subsequently certified by the Department of Housing and Community Development. A copy of the 2020 progress report on the City's implementation of the Housing Element is attached to this report in the format required by California Department of Housing and Community Development (HCD).

This report is presented to the Tracy City Council for review and acceptance at a public meeting held on March 16, 2021. A copy of the City Council resolution that directs staff to submit the report to Office of Planning and Research (OPR) and HCD will be provided to OPR and HCD with the submission of the report.

General Plan Action Items Report

General Plan Element	Objective	Action Item	Notes
Land Use	LU-1.1 Establish a clearly defined urban form and city structure.	A1. Amend the zoning code and map for overall consistency with the General Plan.	Rezoning is occurring site-by-site for conformity with the land use designation established by the General Plan. In 2020, the zoning code was amended to permit high density residential uses in the CBD zone and to implement location restrictions on tobacco retailers.
		A.2 Initiate process to adjust Sphere of Influence proposed in this General Plan with the Local Agency Formation Commission (LAFCo) and with the community members in the affected areas.	Completed prior to the reporting year.
		A.3 Conduct a formal review the General Plan every five years, or more frequently if necessary. In particular, the Land Use Designation Map should be reviewed to ensure that the amount and location of land designated in various categories meets community goals.	The General Plan is amended as needed. On May 19, October 20, and November 10, 2020, the General Plan was amended to address land use changes in the Tracy Hills Specific Plan area. In 2020, three areas within the Sphere of Influence were annexed into City limits: the Tracy Village project area, the Alvarez-owned area, and the Avenues project area.
		A.4 Take actions necessary to ensure that Specific Plans are in conformance with the General Plan.	In 2020, several Specific Plan amendments took place, including updates to the Northeast Industrial Specific Plan regarding maximum building heights, updates to the I-205 Corridor Specific Plan to allow breweries, and updates to the Tracy Hills Specific Plan to revise the land use plan of the development area.
	LU-1.4 Promote efficient residential development patterns and orderly expansion of residential areas to maximize the use of existing public services and infrastructure.	A1. Develop criteria or amended criteria for inclusion in the GMO Guidelines or other implementation tools, to guide the issuance of RGA's. Such criteria may include assigning new or modified priorities to development projects or areas based on location, mix of housing types, use of "green" building features and practices, and other factors.	In February 2020, the City Council identified a 16-point action plan to address affordable/workforce housing, which will be funded by grants obtained by the City the (Local Early Action Planning grant (LEAP) and SB2 Planning grant). Work to begin in 2021.
	LU-5.1 Target new uses for the Downtown to reinforce its role as the heart of the City.	A1. Prepare a Downtown Urban Design and Specific Plan.	A draft completed and presented to the City Council, but it was not adopted due to community opposition. Work is now shifted to developing a transit-oriented development plan to support downtown revitalization and the Valley Link project.
		A2. Continue the Central Business District (CBD) Downtown in-lieu parking fee and the Downtown Incentive Area.	The CBD Zone Parking In-Lieu Fee Pilot Program is active through October 26, 2025.
		A3. Develop short- and long-term parking strategies to address parking issues, including the evaluation of a parking garage to serve the Downtown.	The Tracy City Center Association (TCCA) conducted a survey to assess availability of parking during the summer months and school year in 2019. On July 16, 2019, TCCA presented short, medium, and long-term parking recommendations to the City Council. The Council directed staff to work with TCCA to explore these concepts further, and no changes to downtown parking policies occurred in 2020.
	LU-6.4 Ensure that development conforms to flood safety requirements.	A1. Conduct a review as necessary of areas that are subject to flooding, as identified in flood plain maps prepared by the Federal Emergency Management Agency (FEMA) (Figure 8-1 in the Safety Element) or the Department of Water Resources (DWR).	Will be done as necessary.
		A2. Amend the Land Use Element as necessary to reflect any new flood plain maps when provided by FEMA or DWR.	Will be done as necessary.
	LU-8.1 Participate proactively in land use decision making within Tracy's Planning Area in pursuit of the above-stated goal.	A1. Provide written comments to San Joaquin County on all proposed significant development projects in the Planning Area in accordance with the above-stated policies.	The City regularly communicates with the County.
		A2. Testify in opposition to development proposals that are not consistent with the policies stated herein at all San Joaquin County public hearings.	On-going as necessary. In 2020, the City had discussion with San Joaquin County regarding industrial developments on Schulte Rd and the necessity to meet City standards. The City responded to multiple development requests in the City's sphere, including a potential large place of worship to the north of City limits.
		A3. Pursue an intergovernmental agreement with San Joaquin County to the extent legally permissible to implement the above-stated goals.	The City regularly communicates with the County.
	LU-9.1 Undertake measures to reduce greenhouse gas emissions and improve the sustainability of actions by City government, residents, and businesses in Tracy.	A1. Implement the Sustainability Action Plan and monitor its effectiveness as funding allows, ideally every five years, by conducting a greenhouse gas emissions inventory. Adjust the Sustainability Action Plan as needed every five years and as funding allows based on these calculations to ensure that the City is on track to meet its greenhouse gas emissions reduction target.	The City's first greenhouse gas (GHG) emission inventory was done for baseline year 2006 and updated for year 2010. In 2019, the City began working on updating the GHG inventory using year 2018, but it has not yet been completed due to lack of data and resources.
Community Character	CC-1.3 Enhance the unique quality of the city through the use of art and entryway treatments.	A1. Implement the entry monument recommendations of the City's Civic Art Plan.	On-going.
	CC-1.5 Provide underground utilities throughout Tracy.	A1. Use of funding available through the Public Utilities Commission to underground utilities in parts of the City that have above-ground utilities shall be continued.	The City has over \$3 million in Rule 20A funding through PG&E. The City has initiated an Undergrounding District for Valpico Rd between Tracy Blvd and Corral Hollow Rd. The City has othertentative projects in the pre-planning stage, including undergrounding utilities on Mt. Oso Ave and on Valpico Rd between Tracy Blvd and MacArthur Dr.
	CC-3.1 Identify and preserve cultural and historic resources.	A1. Update, expand and maintain inventories of Tracy's historic resources, using criteria and methods that are consistent with State and federal guidelines.	On-going as feasible.
	CC-5.2 Size and design Neighborhoods to be walkable.	A1. Conduct a study to modify and narrow residential street standards from the current width requirements. The goal will be to reduce vehicle speeds, improve visual character and increase pedestrian safety in neighborhoods while also maintaining traffic flow.	Completed prior to the reporting year.
	CC-6.2 Design neighborhoods to foster interactions among residents and to be responsive to the human scale.	A1. Develop design guidelines or pattern book(s) that ensure that overall neighborhood and housing design promotes the urban design principles set forth in the Community Character Element and enhances Tracy's "hometown feel."	Completed prior to the reporting year. The Design Goals and Standards was revised in 2019 to include residential front yard landscape standards.
		A1. Continue proactive code enforcement and nuisance abatement programs to ensure that Tracy's neighborhoods remain attractive and free of public nuisances.	On-going. The City's Code Enforcement Division merged with the Police Department in 2019 to provide Code Enforcement with additional resources and authority. Code Enforcement opened/investigated 2,096 cases and closed 2,220 cases during 1/1/2020 through 12/31/2020. Of these total cases, 32 of these were call-outs and emergencies associated with encampments.

General Plan Element	Objective	Action Item	Notes
	CC-6.3 Preserve and enhance the character of existing residential neighborhoods.	A2. Work collaboratively with homeowners associations and other community groups to address nuisances, eliminate blight and ensure that community aesthetic standards are maintained.	Homelessness was a primary focus of the City in 2020. A total of 137 reported encampments were investigated in which one Code Enforcement Officer spends approximately 70-85% of his work schedule dedicated to addressing encampments. Fifteen outreach efforts to the transient community via Operation Helping Hands were conducted, allowing City staff to reach 15-25 people per visit. No Orders to Vacate were issued for dangerous and substandard buildings, no unsafe buildings were demolished, 180 Notice and Orders/Orders to Abate or Show Cause were issued for nuisances on private property, and 325 Administrative Citations were issued for non-compliant properties with fees ranging from \$100 to \$500 each, totaling \$278,000. Received and heard one appeal involving building code violations, heard by the Building Board of Appeals. Conducted fifteen inspections associated with marijuana grow operations; nine inspections of substandard buildings related to structure fires; and two inspections of vehicles into buildings.

General Plan Element	Objective	Action Item	Notes
Community Character	CC-8.2 Preserve the historic character of the Downtown.	A1. Continue to implement streetscape improvements in the Downtown.	Completed in 2019, the City installed the Downtown decorative street lighting program. The City continues to work with private organizations to implement other improvements downtown, such as installation of a clock and benches donated by the Sunrise Rotary Club.
	CC-8.3 Revitalize the Downtown by strengthening its urban design character.	A1. Prepare a Downtown Urban Design and Specific Plan that incorporates the <i>Downtown Urban Design and Implementation Plan (August 2000)</i> .	A draft completed and presented to the City Council, but it was not adopted due to community opposition.
		A2. Continue to implement the <i>Downtown Urban Design and Implementation Plan</i> , Grand Theater project, Civic Center project, Downtown Infrastructure and Streetscape project and the Multi-Modal Station project.	Aside from the Downtown Plan, all were completed prior to the reporting year.
Economic Development	ED-1.1 Attract emerging growth industries in order to increase employment opportunities for a wide range of skill levels and salaries to meet the current and future employment needs of residents.	A1. Create a marketing and communications program to promote Tracy to the region, the Bay Area, and the nation, based upon the recommendations in the City's Economic Development Strategy.	On-going. The Economic Development Division regularly attends trade shows, meets with businesses, puts out articles and advertisement in industry publications, and works with brokers to market Tracy.
		A2. Evaluate the Strategic Plan, including "targets" on the periodic basis.	On-going. The Strategic Priorities for Fiscal Years 19/20 and 20/21 are Economic Development, Governance, Quality of Life and Public Safety. New Strategic Priorities are forthcoming.
		A3. The City shall explore ways to provide incentives to attract higher-wage jobs to the City.	Completed prior to reporting year. City staff continues to monitor business attraction efforts, competitiveness, and effectiveness of incentives.
	ED-2.1 Assist and encourage existing businesses to expand within the City.	A1. Continue to provide business assistance services, including visitation to existing businesses.	On-going. The Economic Development Division frequently meets with existing businesses to provide business expansion, hiring, workforce training, market trends, and financing incentives to local businesses. During COVID, this effort largely focused on small business retention and financial relief assistance.
		A2. Publicize local businesses success stories in the City Newsletter.	The City publishes an Economic Development newsletter that shares business success stories, business resources, community news, and trends. The newsletter launched in the Fall of 2020.
	ED-3.1 Continue to foster a supportive business environment by providing clear and consistent development standards, procedures, and information on available City services for businesses.	A1. Publish and distribute a document that effectively outlines permitting and licensing procedures and fees.	Completed prior to reporting year.
		A2. Maintain a centralized economic development and land information system.	Completed prior to reporting year.
		A3. Monitor "cost of doing business" in Tracy relative to the Bay Area and the Central Valley to keep apprised of Tracy's competitive position.	On-going.
		A4. Investigate the use of incentives to assist in attracting key higher-end office and industrial users.	On-going. The Economic Development Division markets the City's advantages, including incentives, to businesses in target industries. Staff continues to track local incentive packages relative to those in comparable cities and States to make sure Tracy remains competitive.
	ED-4.1 Ensure an adequate, balanced supply of all land uses for future economic development.	A1. Monitor current and future land supply needs for industrial, office and retail growth.	On-going. The City executed a contracted with CoStar, a leading provider of commercial real estate information & analytics to monitor local property availability and lease activity. It also continues to utilize services from GIS.
	ED-6.1 Support and expand Tracy's Downtown for a wide range of uses.	A1. Expand the Downtown Revitalization Task Force.	On-going in collaboration with the Tracy City Center Association.
		A2. Monitor and evaluate parking and pedestrian improvements.	On-going as feasible.
		A3. Develop benchmark statistics on the Downtown to identify opportunities for expansion. Examples of benchmark statistics include vacancy rates, rental rates, merchant mix and sales tax revenues.	On-going. City staff attends all Tracy City Center Association board and committee meetings from which opportunity sites, vacancy and rental rates, and merchant mix topics are frequently discussed. Additionally, the City calculates and provides current and trending sales tax data for inclusion in the district's annual State of the District presentation.
	ED-6.7 Develop higher-end office and office-flex uses, particularly along entryways to the City along I-205 and I-580.	A1. Work with developers to identify and implement various State incentives that may be available to qualified employers.	On-going. The City partners with the San Joaquin County Economic Development Department to conduct business visits to provide state, regional, and local incentive information that focuses on job creation, workforce training, and tax credit incentives available to qualified employers.
	ED-7.1 Identify and improve workforce training to support business expansion and attraction.	A1. Survey businesses to identify additional workforce preparedness needs.	On-going. The City surveys businesses through business retention efforts as well as through our Chamber of Commerce's Business Visitation program. City staff meets with businesses directly so that the City can provide specific resources and discuss their needs more directly.
		A2. Consult with institutions of higher learning, regional partnerships, and state agencies dedicated to workforce issues (e.g., California Employment Development Department).	On-going. The City is currently working with Delta College, the Adult Schools and School Districts of Manteca, Tracy, Lathrop, Lodi, and Stockton, Prologis, San Joaquin County Economic Development Department, San Joaquin County WorkNet, the University of the Pacific, and the Delta Sierra Educational Alliance to develop and create a certification pathway for adults and recent high school graduates to enter the Transportation, Logistics, Manufacturing, and Distribution industry.
	ED-8.1 Create and implement an ongoing monitoring system to track economic vitality, identify changing conditions, and respond to rapidly new economic development opportunities.	A1. Create database of economic conditions and indicators such as job growth by sector (North American Industry Standard Classification), skill sets of employed residents (Labor Market Survey), employment by industry, lease rates, land costs, operating expenses and relevant legislation.	On-going. Economic Development division staff continues to track various citywide and regional data sources and publish key performance indices in various marketing, newsletter, and other communications.
		A2. Publish annual reports of recent economic trend (e.g., "State of the City").	On-going.
		A3. Conduct surveys on the economic climate and conditions in Tracy.	On-going. The City released its third retail survey on December 19, 2019 and collected data on types of retailers and restaurants most desired. A new survey is planned in the next 18 months to capture consumer changes and preferences induced by COVID.
		A4. Continue to expand network of research tools to assist with identifying industry trend to include site selectors, interviews with businesses in target industries, brokers, investors, developers, as well as industry associations.	On-going.
	ED-9.1 Maintain and enhance the financial viability of the City.	A1. Maintain impact fees for new development to cover costs of providing public facilities and services.	On-going. Every new development is responsible for funding their impact fees for their projects.

General Plan Element	Objective	Action Item	Notes
Circulation	CIR-1.1 Implement a hierarchical street system in which each street serves a specific, primary function and is sensitive to the context of the land uses served.	A1. Update the Roadway Master Plan upon adoption of the General Plan. The Roadway Master Plan should contain the following information: -Improvement needs and ultimate right-of-way for 50 years, based on development anticipated by the General Plan and foreseeable development based on proposed projects, current absorption rates for nonresidential properties and historical population growth rates. -Appropriate street classifications for arterial and collector roadways as well as innovative concepts such as boulevards and other roadway types not currently employed in the City of Tracy. These roadway designs should reflect context-based design principles. - Detailed connectivity standards for arterials, collectors, and local streets. These connectivity standards should further refine minimum and maximum spacing of facilities and traffic control devices identified in the Roadway Classification Standards in Section B of this Element.	The Roadway Master Plan was well underway throughout 2020 and a draft is currently under review my staff. City staff expects to present the draft plan to the City Council in summer or fall 2021.
		A2. Prepare Precise Plan Lines studies for major new roads and widenings, and consult with Caltrans for new interchanges identified in the Roadway Master Plan in order to define the rights-of-way needed to construct further facilities.	These were completed pursuant to the current Roadway Master Plan, and it's expected these will be updated based on the updated Master Plan when it is complete.
		A3. Consult with San Joaquin and the City of Lathrop to ensure the adequate rights-of-way are preserved in the City's Sphere of Influence.	On-going.
	CIR-1.3 Adopt and enforce LOS standards that provide a high level of mobility and accessibility for all modes for residents and workers.	A1. Evaluate the performance of the roadway system or portion of the roadway system on an as-needed basis based on existing traffic volumes, LOS and other traffic operational issues, and accident locations.	On-going.
		A2. Maintain an up-to-date record of intersections exempted from the City's LOS standards.	None of the streets are exempted from City LOS.
	CIR-1.4 Protect residential areas from commercial truck traffic.	A1. Update the truck route designations periodically as needed.	On-going as needed.
		A2. Maintain a map of truck routes in the City.	Completed prior to reporting year.
	CIR-1.6 Maximize traffic safety for automobile, transit, bicycle users, and pedestrians.	A1. Monitor and record accident locations and prepare a regular summary of accident locations.	On-going. Reports are prepared for collision data by intersection on a quarterly basis.
		A2. Explore traffic calming techniques for existing areas of the city.	On-going as needed.
	CIR-2.1 Support regional planning and implementation efforts to improve interregional highways and interregional travel efficiency.	A1. Prepare a plan line study that identifies and preserves necessary right-of-way north of I-205 within the City of Tracy that allows the future construction of a route parallel to I-205.	This correlates with a regional effort that did not result in any activity in 2020.
	CIR-2.2 Discourage interregional travel from diverting from freeways onto Tracy streets.	A1. Conduct a study to quantify the level of traffic diverting from I-205 onto Tracy roadways.	Underway as part of the traffic model being done for the Roadway Master Plan update.
	CIR-3.1 Achieve a comprehensive system of citywide bikeways and pedestrian facilities.	A1. Update the City of Tracy Bikeways Master Plan on an as-needed basis.	The Bikeways Master Plan update began in mid-2019. It will be under the umbrella of the Roadways Master Plan.
		A2. Update the City of Tracy Roadway Master Plan to include bicycle routes.	The Roadway Master Plan update was in process throughout 2020.
		A3. Maintain a map of existing bicycle facilities in the city.	Completed prior to reporting year.
		A4. Incorporate bicycle and pedestrian facilities into the roadway design standards of the Roadway Master Plan.	The Roadway Master Plan update was in process throughout 2020.
		A5. Seek local, State and federal funding for bicycle improvements identified in updates to the Bikeways Master Plan.	On-going as available.
		A6. Improve city-wide pedestrian access as funding becomes available.	On-going as feasible.
	CIR-4.1 Promote public transit as an alternative to the automobile.	A1. Maintain transit facility design guidelines that clearly specify expectations for all types of development.	On-going. Every development application received is reviewed by the Transit Division for transit system improvement needs. These improvements are communicated to project applicants and implemented as part of the project or as conditions of approval.
		A2. Maintain a map of existing transit facilities in this city.	Completed prior to reporting year.
	CIR-4.2 Work to achieve connectivity between all modes of transportation.	A1. Create a Multi-Modal Transportation Master Plan that addresses the movement of people, goods and services within the City and from the City to the surrounding region. Modes of travel that should be included in this Master Plan include: automobile, transit, freight, air, bicycle, and pedestrian transportation. The plan shall consider short-term and long-term actions to preserve rights-of-way for future transportation options, such as light-rail.	These concepts, including the Valley Link rail plan, are folded into the Roadway Master Plan, which was in process throughout 2020.
Open Space and Conservation	OSC-4 Provision of parks, open space, and recreation facilities and services that maintain and improve the quality of life for Tracy residents.	A1. Update the Parks Master Plan on a regular basis.	The Parks Master Plan is typically updated every five years. The Plan began its update process in 2019 and was well underway throughout 2020, expected to be presented to the City Council in summer or fall 2021.
		A2. Expand partnerships with the school districts that operate within the Planning Area to enhance and create new joint use facilities.	On-going. The City regularly coordinates its parks and open space near schools for joint use opportunities.
		A3. Explore the development and funding of a regional park, possibly 60 to 100 acres in size, that includes both passive and active recreational amenities.	The Nature Park Master Plan and associated environmental review was adopted by the City Council in February 2021.
	OSC-4.2 Ensure that new development is responsible for providing parks and recreation facilities throughout the City of Tracy.	A1. Conduct the required studies to implement the increased parks standard.	The Parks Master Plan (PMP) is the governing document that establishes goals related to level of service in our park system. The City is currently undergoing an update to the PMP which will include modernizing the standards for level of service based on existing conditions in our community. That would include setting standards and goals for things such as walking distances to neighborhood and community parks.
	OSC-4.3 Establish a regional linear parkway system that meets recreational, open space and transportation needs.	A1. Work with San Joaquin County to explore creating a large recreational area between the City and Mountain House which can serve as a community separator as well as provide valuable needed recreational facilities to both communities.	The City worked with San Joaquin County to explore this opportunity during a previous reporting year, but the County did not have the available capital funds.

General Plan Element	Objective	Action Item	Notes
Open Space and Conservation	OSC-4.4 To the extent possible, prevent undeveloped lands within the Planning Area but outside of the Sphere of Influence from developing.	A1. Prepare a comprehensive plan for areas outside of the City that identifies important areas for non-urban uses, analyzes appropriate methods of preserving agricultural and non-urbanized land, develops funding mechanisms for the purchase of land or agricultural easements and identifies methods of administration. This study should include, but is not limited to, the following: -An analysis of the impact that open space programs would have on the cost of housing. -The feasibility and advisability of the Holly Sugar property forming the base for an open space program and/ or be part of such a program. -The identification of alternate funding tools for open space. -An evaluation of alternate methods of preserving open space, such as the purchase of property or development rights, buying the first rights of refusal in the event of a potential sale or developer dedication. -Development of specific policies guiding the purchase of undeveloped lands including only purchasing land from willing land owners, respecting the rights of property owners when seeking to purchase open spaces for the public good and paying fair market value based on third-party appraisals of land. -A survey to determine the public's interest in open space programs and preferred methods for paying for the purchase and maintenance of open space. Specific information on the public's desire to increase sales, property and parcel taxes or issue General Obligation bonds to pay for the acquisition and maintenance of open space lands should be included in the study. -An analysis of an open space dedication requirement for all new residential development projects.	This is being done as part of the Parks Master Plan update, which includes identifying the 1000-plus acres of open space near the Legacy Fields Sports Complex.
		A2. Partner with non-profit organizations, such as the Central Valley Farmland Trust, to identify and purchase land and easements within the Planning Area.	On-going. Project applicants are required to participate in the City's agricultural mitigation fee program by paying the established fees to the City on a per-acre basis for the loss of important farmland. Fees paid toward the City's program are collected and distributed to the Central Valley Farmland Trust, which are used to fund conservation easements on comparable or better agricultural lands to provide compensatory mitigation.
		A3. Pursue a cooperative effort with the City of Lathrop and San Joaquin County to implement an open space community separator program.	Not yet begun.
	OSC-5.2 Ensure that development is designed for maximum energy efficiency.	A1. Study programs that encourage "green" building, such as the LEED (Leadership in Energy & Environmental Design) program developed by the US Green Building Council, and consider code amendments that encourage "green" construction.	The California Building Standards Commission mandates that all jurisdictions within the state enforce the California Code of Regulations Title 24 part 6 and part 11 (specifically the California Energy Code and the California Green Building Standards Code). The City of Tracy locally adopts and enforces these codes.
		A2. Develop a program to educate the public about energy efficiency technologies and practices for homes and businesses, such as solar panels and low-energy appliances.	The City regularly educates property owners and developers through its typical development and plan check review processes for new construction and all remodel work.
		A3. Partner with public utilities to establish and promote a program for home weatherization and solar retrofit.	The City has partnered with various agencies in the past in relation to particular energy-saving/green programs.
		A4. Develop design guidelines for residential construction to address the placement of solar panels.	Title 24 does have some requirements that regulate the location of solar panels. Staff regularly works with design professionals on panel locations to ensure that the greatest efficiency can be gained by avoiding shadowing by structures/trees/objects as well as taking into consideration building orientation.
	OSC-5.3 Promote sustainability and energy efficiency and conservation through the City's direct actions.	A1. Develop emergency contingency energy plans, in cooperation with other local agencies and regional suppliers, to assure needed energy supplies and significant reduction in non-essential consumption during periods of abrupt energy shortage.	Completed prior to reporting year in coordination with PG&E.
		A2. Develop or otherwise make available information to developers and citizens on energy efficient and conserving building design and technologies, including enhanced wall and ceiling insulation, thermally efficient glazing, and efficient heating and cooling equipment and household appliances.	The City frequently has conversations with interested homeowners, contractors, building owners, business owners or designers at the front counter, during the plan check or inspection process. Primarily, however, the plans examiner is enforcing the state requirements as it relates to such energy saving during the plan review process with the project applicant or designer.
		A3. Review, and revise if necessary, the zoning ordinance and building codes, to allow for a variety of energy efficiency technologies so long as the revisions do not adversely impact human health or safety or conflict with other goals in this General Plan.	On-going. The building codes allow for a variety of energy efficient technology as long as such does not adversely affect the intent of the mandated codes.
		A4. The City shall consider requiring green building standards, such as obtaining LEED or similar certification, as a requirement for new or substantial renovations to public buildings.	The City explored this but ultimately did not implement requirements for specific certifications. Additionally, the new 2019 California Energy Code that went into effect January 1, 2020 requires that all new residential homes have photovoltaic panels to completely offset any electrical load in the use of the home.
Public Facilities and Services	PF-1.2 Promote coordination between land use planning and fire protection.	A1. Maintain an on-going fire and life safety inspection program for all commercial and industrial buildings.	On-going and maintained by the South San Joaquin County Fire Authority (SSJCFA).
	PF-2.1 Plan for on-going management and development of law enforcement activities.	A1. Annually update the capital improvement plan to indicate the specific use of fee revenues for facilities to accommodate growth.	The FY 2020-21 capital improvement plan was adopted by the City Council on June 16, 2020.
	PF-2.3 Maintain and improve law enforcement services to keep up with Tracy's changing population.	A1. Provide neighborhood security and crime prevention information and training to neighborhood groups and homeowners' associations.	Due to COVID-19 and the Governor's Order to Shelter in Place, City staff was not able to present any presentations for the year on the current trends in Code Enforcement and neighborhood preservation.
		A2. Establish Neighborhood Watch programs that promote mutual assistance and crime prevention techniques among residents.	City staff was unable to attend any neighborhood watch meetings and none were held in 2020 due to COVID-19 and the Governor's Order to Shelter in Place.
		A3. Monitor Tracy's crime rates and types of crime to determine the most appropriate methods to reduce crime in the city.	On-going.
		A4. Disseminate information on crime and crime prevention techniques to the community.	On-going.
	PF-4.2 Provide sufficient library service to meet the informational, cultural and educational needs of the City of Tracy.	A1. Work cooperatively with San Joaquin County to continue to fund the City of Tracy Library.	On-going.
		A2. Study the feasibility of a Library Impact Fee.	Not yet begun.
		A3. Identify locations for additional library branches in Tracy.	A Needs Assessment has identified a library/tech space as a desired program element within the Multi-Generational Recreation Center currently listed on the City's Capital Improvement Program project list. This project is in the planning phase and no site has been identified at this time.

General Plan Element	Objective	Action Item	Notes
Public Facilities and Services	PF-5.1 Reduce volumes of solid waste generated in Tracy through recycling and resource conservation.	A1. Continue the bi-weekly, city-wide collection program to compost leaf and yard waste.	On-going by Tracy Delta Disposal.
		A2. Continue "grass-cycling" at City parks, public facilities and open spaces.	On-going.
		A3. Continue residential single-stream curbside recycling.	On-going by Tracy Delta Disposal.
		A4. Continue the recycling program for electronics waste and tires.	On-going.
		A5. Develop and maintain a recycling and diversion plan.	On-going. The City has a plan for both residential and commercial recycling.
		A6. Continue to develop new specialized recycling programs for residential, commercial, office, educational, and retail sectors.	On-going. The City continues to adjust its programs and requirements based on State mandates and customers' needs.
	PF-5.2 Ensure adequate solid waste collection and disposal.	A1. Continue weekly curbside trash collection service.	On-going by Tracy Delta Disposal.
		A2. Continue operation of the Tracy Material Recovery Facility and Transfer Station.	On-going.
		A3. Partner with San Joaquin County to ensure that there is adequate landfill space to meet projected growth.	On-going.
	PF-6.1 Ensure that reliable water supply can be provided within the City's service area, even during drought conditions, while protecting the natural environment.	A1. Update the Water Master Plan upon adoption of the General Plan and on a regular basis.	The Water Master Plan update was in process throughout 2020.
		A2. Revise the water use projections in the Urban Water Management Plan based on development projections contained in the General Plan and the Growth Management Ordinance (GMO).	This is being updated in the draft Water Master Plan currently in progress. The Urban Water Management Plan update also began in 2020.
		A3. Implement an Aquifer Storage and Recovery Program to improve water quality for customers.	On-going.
	PF-6.2 Provide adequate water infrastructure facilities to meet current and future populations.	A1. Review the current water system maintenance program and coordinate planned water main replacements with the Urban Water Management Plan.	On-going as needed.
		A2. Update the existing System Control and Data Acquisition (SCADA) system to optimize operational efficiency and ensure coordination of existing and proposed water system facilities.	The SCADA update was completed in a prior reporting year, and optimizing operation efficiencies is an on-going effort.
	PF-6.5 Use recycled water to reduce non-potable water demands whenever practicable and feasible.	A1. Explore incentives for businesses and industries to use recycled water for irrigation.	On-going discussions with new developments are occurring on a regular basis.
		A2. Develop a program to supply recycled water to all new parks and schools.	On-going. This is included in the Water Master Plan update.
		A3. Update the Water Master Plan to include a recycled water plan.	The Water Master Plan update was in process throughout 2020.
		A4. Develop a plan to irrigate agricultural land with recycled water, both inside and outside of the City's service area, where feasible.	Recycled water is currently contemplated for watering parks, streetscapes, and open spaces. Other recycled water uses are also being contemplated in accordance with this policy in the Water Master Plan update.
	PF-7.1 Collect, transmit, treat and dispose of wastewater in ways that are safe, sanitary, and environmentally acceptable.	A1. Prepare a comprehensive update to the Wastewater Master Plan upon adoption of the General Plan and update on a regular basis. The Wastewater Master Plan shall identify the expected number of additional wastewater facilities, potential locations for those facilities and locations for the land application of treated effluent.	The Wastewater Master Plan update was in process in 2020 and a draft has been completed and is currently under staff and public review.
	PF-8.1 Collect, convey, store, and dispose of stormwater in ways that provide an appropriate level of protection against flooding, account for future development, and address applicable environmental concerns.	A1. Prepare a comprehensive update to the Storm Drainage Master Plan upon adoption of the General Plan.	Completed prior to reporting year.
		A2. Update the Storm Drainage Master Plan on a periodic basis and at least every five years.	The Stormwater Master Plan update was in process in 2020 and a draft has been completed and is currently under staff and public review.
	PF-8.2 Provide effective storm drainage facilities for development projects.	A1. Revise the Tracy Municipal Code to limit the amount of impervious surfaces in private yards.	Completed prior to reporting year.
Safety	SA-2.1 Minimize flood risks to development.	A1. Continue to participate in the National Flood Insurance Program.	On-going.
		A2. Continue to implement the City's existing Storm Drainage Master Plan which provides storm drainage conveyance capacity sufficient to contain 100-year flood flows in the rights-of-way of the major public streets and 10-year flood flows within the top of the street curbs.	On-going.
		A3. Continue to implement floodplain overlay zones provided by FEMA, control the types of structures and land uses permitted in areas deemed high risk and require these structures be built in a manner that minimizes flood losses.	On-going.
		A4. Maintain historical data on flooding.	On-going.
	SA-2.2 Maintain a high level of preparedness in the event of flooding.	A1. Update the General Plan within 24 months of the adoption of the Central Valley Flood Protection Plan (CVFPP) to appropriately reflect the CVFPP and to identify State and local flood management facilities and flood hazard zones.	On-going.
	SA-3.1 Evaluate the potential for wildland fire hazards when considering new development.	A1. Maintain a current map of areas subject to wildland fires.	The South San Joaquin County Fire Authority (SSJCFA) references a map produced by San Joaquin County GIS.
	SA-4.1 Minimize exposure to harmful hazardous materials and waste by Tracy residents.	A1. Continue to implement processing procedures and local siting criteria in order to implement relevant and applicable provisions consistent with the hazardous materials and waste management plans for San Joaquin County.	On-going.
		A2. Consult with San Joaquin County Office of Emergency Services to maintain an inventory of businesses or facilities involved in the transportation, use and storage of hazardous materials.	On-going through the SSJCFA Community Risk Reduction Division. This division is responsible for annual inspections of businesses to ensure that the use and storage of hazardous materials (HM) has not modified since its original approval. Fire personnel responding to emergencies will connect with the CUPA (SJCO) to ensure they have knowledge of the HM risk at each particular site as it may relate/interfere/create caution/require different approaches to their emergency response.
		A3. Hold at least one hazardous materials collection event per year.	The household hazardous wastes event was cancelled in 2020 due to COVID. The event is anticipated to be resumed on May 8, 2021.
		A4. Continue public education programs on the safe disposal of household hazardous waste at designated locations in San Joaquin County.	On-going. The City mails out brochures each year and publishes information on www.RecycleInsideTheTriangle.com with recycling information on various programs. City staff also provides information at various events throughout the year.
	SA-5.1 Ensure that land uses within the vicinity of the Tracy Municipal Airport are compatible with airport restrictions and operations.	A1. Develop an emergency plan to respond to aviation incidents in the City.	In 2020, an emergency response plan for incidents on the airport was submitted to the State of California and was approved. For incidents off airport, there is a mandatory procedure in place set by the National Transportation Safety Board that must be followed.

General Plan Element	Objective	Action Item	Notes
Safety	SA-6.1 Prepare and update City emergency procedures in the event of natural or man-made disasters.	A1. Maintain, periodically update and test the effectiveness of an Emergency Preparedness Plan. As part of the update, the City shall review County and State emergency response plans and procedures to ensure coordination with the City's plan.	The City in cooperation withSSJCFA entered into an agreement with a consultant to facilitate the development of an Emergency Operations Plan. The project will commence in January 2021 and is expected to be completed in late 2021. Once the Emergency Operations Plan is complete, staff will be trained to the plan and will conduct periodic drills and exercises to test the effectiveness of the plan. The City recently completed a Local Hazard Mitigation Plan as the first phase in updating our emergency preparedness efforts. Currently, Fire staff works with County resources on emergency preparedness and ensure that State and County emergency response plans are coordinated with our City efforts. Additionally, City staff is working with the SSJCFA to update the Emergency Evacuation Plans for all City facilities. This review will be completed in 2021 and will also include updated emergency procedures, documents, maps, and drills for all City facilities.
		A2. Identify and regularly update emergency access routes.	The City of Tracy has identified major arterials to serve as evacuation routes to Interstate 580 in the event of flooding or dam failure. The following north/south arterials will serve as evacuation routes: MacArthur Drive, Tracy Boulevard, Corral Hollow Road, Lammers Road, and Chrisman Road. The following east/west arterials will serve as evacuation routes: 11th Street, Schulte Road and Linne Road. In a non-flood emergency The City of Tracy has identified major arterials to Highways 5, 205 and 580. The following north/south arterials will serve as evacuation routes: MacArthur Drive, Tracy Boulevard, Corral Hollow Road, Lammers Road, and Chrisman Road. The following east/west arterials will serve as evacuation routes: 11th Street, Schulte Road and Linne Road.
		A3. Identify alternative water sources for firefighting purposes, as recommended by the City's Water Master Plan.	The City has a portfolio of water sources that it uses for its water system. These sources include groundwater, state water contract sources, water banking, and sources from neighboring water purveyors (e.g. SSJID). All of these potable water sources are supplied into the City's water network and hydrants receive water through that network.
		A4. Conduct periodic drills using emergency response systems to test the effectiveness of City procedures.	The City in cooperation with SSJCFA entered into an agreement with a consultant to facilitate the development of an Emergency Operations Plan. The project will commence in January 2021 and is expected to be completed in late 2021. Once the Emergency Operations Plan is complete, staff will be trained to the plan and will conduct periodic drills and exercises to test the effectiveness of the plan. The City recently completed a Local Hazard Mitigation Plan as the first phase in updating our emergency preparedness efforts. Currently, Fire staff works with County resources on emergency preparedness and ensure that State and County emergency response plans are coordinated with our City efforts. Additionally, City staff is working with the SSJCFA to update the Emergency Evacuation Plans for all City facilities. This review will be completed in 2021 and will also include updated emergency procedures, documents, maps, and drills for all City facilities.
		A5. Provide community awareness and education programs for citizens that describe procedures and evacuation routes to be followed in the event of a disaster.	The City will educate the community on where to find specific emergency information and directions in the event of a disaster. During a disaster, the City will use mass notification systems available within the County such as Everbridge/Nixle, and available social media mediums to communicate disaster specific information including evacuation routes for citizens to follow.
Noise	N-1.2 Control sources of excessive noise.	A1. Enforce Section 27007 of the California Motor Vehicle Code that prohibits amplified sound that can be heard 50 or more feet from a vehicle.	On-going.
		A2. Enforce Section 27150 of the California Motor Vehicle Code that addresses excessive exhaust noise.	On-going.
		A3. Develop noise abatement flight procedures for large aircraft accessing Tracy Municipal Airport.	Noise abatement will be completed in the second year of the Airport Master plan update.
Air Quality	AQ-1.2 Promote development that minimizes air pollutant and greenhouse gas emissions and their impact on sensitive receptors as a result of indirect and stationary sources.	A1. Review standards for the design and use of new drive through businesses with the aim of reducing adverse impacts on air quality.	Not yet begun.
		A2. Research and include where feasible in the Roadway Master Plan update, requirements to use materials that minimize particulate emissions and that are appropriate to the scale and intensity of use.	Design details such as materials are not part of the Roadway Master Plan, but rather, are found in the City Standard Plans. The City has used rubberized asphalt in previous year projects, but no such project occurred in 2020.
		A3. Investigate the feasibility of new development fees to be used on coordination with local air pollution reduction efforts, such as clean air transit projects (e.g. ACE, Park & Ride, TRACER, BART and school buses).	The City does not collect impact fees specifically for local transit, but does collect the Regional Transportation Impact Fee which is sent to and managed by San Joaquin County. The City's development impact fee includes funding for Park and Ride. The master plans update is likely to expand on that funding.
		A4. Develop a green building standard for new development.	The City follows and enforces the California Green Building Code.
		A5. The City shall evaluate the installation of light emitting diodes (LEDs) or similar technology for traffic, street and other outdoor lighting where feasible.	On-going.
	AQ-1.3 Provide a diverse and efficient transportation system that minimizes air pollutant and greenhouse gas emissions.	A1. Pursue funding sources for the planning and development of local and regional transit services.	The City is actively working with Valley Link to establish a regional rail line that will extend from Lathrop to the Dublin BART station (Phase 1) with a possible future extension to Stockton (Phase 2). In support of the Valley Link effort, the City Council directed staff to prepare a Downtown Transit Oriented Development Specific Plan in July 2020. The City was awarded the LEAP and SB2 Planning Grants in 2020 and is planning on using approximately \$350,000 total from these grants toward this project.
		A2. Consider measures to increase the capacity of the existing road network prior to constructing additional capacity (e.g. additional lanes, etc.).	On-going.
	AQ-1.4 Support local and regional air quality improvement efforts.	A1. Notify local and regional jurisdictions of proposed projects that may affect regional air quality.	On-going. Every development application received is routed to SJCOG and APCD for review and comment. Their requirements are communicated to project applicants and implemented as conditions of approval.
		A2. Utilize the City's website, billboards, or newsletter to promote information regarding air quality, recycling, use of efficient energy devices and renewable energy.	The City regularly promotes information on the City's website and social media platforms. Events and programs are advertised in the printed press.
		A3. Develop a citywide sustainability strategy that would include a baseline inventory of greenhouse gas emissions from all sources within the City; greenhouse gas emissions reduction targets; and enforceable greenhouse gas emissions reduction measures.	Completed prior to the reporting year.

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A																				
Housing Development Applications Submitted																				
Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Notes	
1					2	3	4	5							6	7	8	9	10	
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Notes*	
Summary Row: Start Data Entry Below								0	0	0	0	0	0	16	797	813	789	0	0	
	23805020	2480 BYRON	SANSUB Apartments	D20-0021	2 to 4	R	6/22/2020							4	4				No	
	23805020	2480 BYRON	SANSUB Apartments	D20-0021	5+	R	6/22/2020							5	5				No	
	24633050	n/a	Larkspur Basin SFDs	D20-0005, TSM19-0003	SFD	O	1/27/2020							13	13	13			No	
	25310015 & 25310023	n/a	Tracy Hills KT Project	D20-0028, TSM19-0005	SFD	O	10/20/2020							214	214	214			No	
	25337013	n/a	Tracy Hills Phase 1A, Village 7C	D20-0023, TSM20-0001	SFD	O	7/14/2020							132	132	132			No	
	25349001	6138 GRANVILLE	Tracy Hills Phase 1A, Village 6A (Shea Homes)	D20-0011	SFD	O	3/16/2020							70	70	70			No	
	24210008	1650 SMOKEY LN	563SQFT ADU & ADDING 126SQFT LAUNDRY ROOM	RES20-0301	ADU	O	3/4/2020						1		1	1			No	
	24208004	1831 SUMMERTIME DR	391 SQ FT DETACHED ADU	RES20-0324	ADU	O	3/4/2020						1		1	1			No	
	24869002	416 DARLENE LN	NEW 3,370SFOT SINGLE FAMILY DWELLING	RES20-0329	SFD	O	3/5/2020							1	1	1			No	Assumption was made about tenure due to lack of response from permit applicant.
	23344040	310 E TWENTIETH ST	59 SQ' ADDITION OF 1/2 BATH & GARAGE W/493 SQ'ADU ABOVE	RES20-0339	ADU	O	3/6/2020						1		1	1			No	
	23543027	2 E SOUTH ST	3,326 SQ FT SFD AND 1,198 SQ FT ADU	RES20-0382	SFD	O	3/18/2020							1	1				No	
	23543027	2 E SOUTH ST	3,326 SQ FT SFD AND 1,198 SQ FT ADU	RES20-0382	ADU	O	3/18/2020						1		1				No	
	21439021	2712 HOLLY UNIT E	REPLACE EXISTING UNIT WITH 800 SQ FT MODULAR UNIT	RES20-0480	SFD	R	4/2/2020						1		1	1			No	
	24604008	1245 CONSTITUTION WY	NEW ADU 640SQFT & 667SQFT GARGAE	RES20-0507	ADU	O	4/9/2020						1		1				No	
	24032060	1318 HAMLET	SPLIT (E) RESIDENCE INTO 651 SQ FT ADU	RES20-0686	ADU	O	6/2/2020						1		1	1			No	
	23308321	1425 N PARKER AV	1,187 DQ FT ADU AND 651 SQ FT DETAHED GARAGE	RES20-0718	ADU	O	6/9/2020						1		1				No	
	25227005	1557 ALDACOURROU ST	490SQFT ADU MOTHER IN LAW UNIT	RES20-1006	ADU	O	7/29/2020						1		1				No	Applicant has changed their mind as of 2021 and will no longer be building an ADU.
	23306410	1655 WALL ST	NEW DETACHED 495SQFT ADU	RES20-1162	ADU	R	8/31/2020						1		1				No	
	23305219	553 W EMERSON AV	CODE CASE - 449 SQ FT ADU	RES20-1169	ADU	O	9/1/2020						1		1				No	
	23221029	1411 MCDERMOTT CT	CONVERT EXIST 2-CAR GARAGE TO ADU & REMODEL LAUNDRY TO BATH	RES20-2208	ADU	O	12/22/2020						1		1				No	
	23331201	1904 N HOLLY DR	CODE CASE: CONVERT GARAGE TO ADU (APPROX 400SQ')	RES20-2246	ADU	O	12/31/2020						1		1				No	Assumption was made about tenure due to lack of response from permit applicant.
	24027015	1336 PERRY CT	CONVERT GARAGE TO 341SQFT ADU	RES20-1197	ADU	O	9/3/2020						1		1				No	Assumption was made about tenure due to lack of response from permit applicant.

	24041034	949 MASON CT	441SQFT GARAGECONVERSION TO ADU	RES20-1288	ADU	R	9/16/2020						1		1			No	
	23429045	100 HICKORY AV	ADDITION OF 363SQ' 2- STORY ADU ATTACHED TO EXISTING SFD	RES20-1998	ADU	O	11/24/2020						1		1			No	
	n/a	4205 BONSAI AV	BROOKVIEW WEST PLAN 5A, 2476SQFT- 2016 CBC	RES20-0541	SFD	O	4/23/2020						1		1			No	
	n/a	4285 BONSAI AV	BROOKVIEW WEST PLAN 3A, 2202SQFT- 2016 CBC	RES20-0542	SFD	O	4/23/2020						1		1	1		No	
	n/a	1183 DAVID SENFT LANE	ELISSAGARAY/PLAN4D/3531 SQ/LOT 16	RES20-0960	SFD	O	7/27/2020						1		1	1		No	
	n/a	2689 NORTINGTON DRIVE LOT 171	ZEPHYR/PLAN 4D/2594 SQ FT	RES20-0983	SFD	O	7/27/2020						1		1	1		No	
	n/a	2700 RIO GRANDE DRIVE LOT 209	ZEPHYR/PLAN 3C/2510 SQ FT	RES20-0984	SFD	O	7/27/2020						1		1	1		No	
	n/a	2710 RIO GRANDE DRIVE LOT 210	ZEPHYR/PLAN 2D/2197 SQ FT	RES20-0986	SFD	O	7/27/2020						1		1	1		No	
	n/a	2630 ELLIS TOWN DRIVE	STANFORD/PLAN 2C/2727 SQ FT	RES20-0988	SFD	O	7/27/2020						1		1	1		No	
	n/a	2619 CORDELIA LANE	STANFORD/PLAN 3B/2945 SQ FT	RES20-0990	SFD	O	7/27/2020						1		1	1		No	
	n/a	1173 DAVID SENFT LANE LOT 17	ELISSAGARAY/PLAN4B/3528 SQ/LOT 17	RES20-1174	SFD	O	9/2/2020						1		1	1		No	
	n/a	1163 DAVID SENFT LANE LOT 18	ELISSAGARAY/PLAN2C/2654 SQ/LOT 18	RES20-1175	SFD	O	9/2/2020						1		1	1		No	
	n/a	1153 DAVID SENFT LANE LOT 19	ELISSAGARAY/PLAN1A/2405 SQ/LOT 19	RES20-1176	SFD	O	9/2/2020						1		1	1		No	
	n/a	1143 DAVID SENFT LANE LOT 20	ELISSAGARAY/PLAN2A/2662 SQ/LOT 20	RES20-1181	SFD	O	9/2/2020						1		1	1		No	
	n/a	1133 DAVID SENFT LANE LOT 21	ELISSAGARAY/PLAN4D/3530 SQ/LOT 21	RES20-1182	SFD	O	9/2/2020						1		1	1		No	
	n/a	1123 DAVID SENFT LANE LOT 22	ELISSAGARAY/PLAN2D/2662 SQ/LOT 22	RES20-1183	SFD	O	9/2/2020						1		1	1		No	
	n/a	1113 DAVID SENFT LANE LOT 23	ELISSAGARAY/PLAN2C/2662 SQ/LOT 23	RES20-1184	SFD	O	9/2/2020						1		1	1		No	
	n/a	1103 DAVID SENFT LANE LOT 24	ELISSAGARAY/PLAN4C/3531 SQ/LOT 24	RES20-1185	SFD	O	9/2/2020						1		1	1		No	
	n/a	1102 DAVID SENFT LANE LOT 25	ELISSAGARAY/PLAN2A/2662 SQ/LOT 25	RES20-1186	SFD	O	9/2/2020						1		1	1		No	
	n/a	1112 DAVID SENFT LANE LOT 26	ELISSAGARAY/PLAN4B/3531 SQ/LOT 26	RES20-1187	SFD	O	9/2/2020						1		1	1		No	
	n/a	1122 DAVID SENFT LANE LOT 27	ELISSAGARAY/PLAN3C/3524 SQ/LOT 27	RES20-1188	SFD	O	9/2/2020						1		1	1		No	
	n/a	1132 DAVID SENFT LANE LOT 28	ELISSAGARAY/PLAN1B/2405 SQ/LOT 28	RES20-1189	SFD	O	9/2/2020						1		1	1		No	
	n/a	1142 DAVID SENFT LANE LOT 29	ELISSAGARAY/PLAN1C/2405 SQ/LOT 29	RES20-1190	SFD	O	9/2/2020						1		1	1		No	
	n/a	1152 DAVID SENFT LANE LOT 30	ELISSAGARAY/PLAN3A/3524 SQ/LOT 30	RES20-1191	SFD	O	9/2/2020						1		1	1		No	
	n/a	1162 DAVID SENFT LANE LOT 31	ELISSAGARAY/PLAN4C/3531 SQ/LOT 31	RES20-1192	SFD	O	9/2/2020						1		1	1		No	
	n/a	1172 DAVID SENFT LANE LOT 32	ELISSAGARAY/PLAN1B/2405 SQ/LOT 32	RES20-1193	SFD	O	9/2/2020						1		1	1		No	
	n/a	1151 DOMINIQUE DRIVE LOT 42	ELISSAGARAY/PLAN4D/3530 SQ/LOT 42	RES20-1194	SFD	O	9/2/2020						1		1	1		No	
	n/a	1141 DOMINIQUE DRIVE LOT 43	ELISSAGARAY/PLAN1C/2405 SQ/LOT 43	RES20-1195	SFD	O	9/2/2020						1		1	1		No	
	n/a	1131 DOMINIQUE DRIVE LOT 44	ELISSAGARAY/PLAN1A/2405 SQ/LOT 44	RES20-1196	SFD	O	9/2/2020						1		1	1		No	
	n/a	2679 NORTINGTON DRIVE LOT 172	ZEPHYR/PLAN 2A/2197 SQ FT	RES20-1218	SFD	O	8/31/2020						1		1	1		No	
	n/a	2680 RIO GRANDE DRIVE LOT 207	ZEPHYR/PLAN 4D/2594 SQ FT	RES20-1219	SFD	O	8/31/2020						1		1	1		No	
	n/a	2610 ELLIS TOWN DRIVE LOT 8	STANFORD/PLAN 2B/3194 SQ FT	RES20-1221	SFD	O	8/31/2020						1		1	1		No	
	25303713	n/a	VILLAGE 7C LOT 6- PLAN 3- PARTIAL PLUMBING	RES20-1685	SFD	O	11/3/2020						1		1	1		No	address not yet assigned for homes in Village 7C project area.
	25303713	n/a	VILLAGE 7C LOT 7- PLAN 2R- PARTIAL PLUMBING FEE	RES20-1692	SFD	O	11/3/2020						1		1	1		No	
	25303713	n/a	VILLAGE 7C LOT 9- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1693	SFD	O	11/3/2020						1		1	1		No	
	25303713	n/a	VILLAGE 7C LOT 8- PLAN 3- PARTIAL PLUMBING FEE	RES20-1694	SFD	O	11/3/2020						1		1	1		No	
	25303713	n/a	VILLAGE 7C LOT 10- PLAN 2- PARTIAL PLUMBING FEE	RES20-1695	SFD	O	11/3/2020						1		1	1		No	
	25303713	n/a	VILLAGE 7C LOT 11- PLAN 3- PARTIAL PLUMBING FEE	RES20-1696	SFD	O	11/3/2020						1		1	1		No	
	25303713	n/a	VILLAGE 7C LOT 12- PLAN 2R- PARTIAL PLUMBING FEE	RES20-1697	SFD	O	11/3/2020						1		1	1		No	

	25303713	n/a	VILLAGE 7C LOT 13- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1698	SFD	O	11/3/2020								1	1	1		No	
	25303713	n/a	VILLAGE 7C LOT 14- PLAN 2- PARTIAL PLUMBING FEE	RES20-1699	SFD	O	11/3/2020								1	1	1		No	
	25303713	n/a	VILLAGE 7C LOT 17- PLAN 2R- PARTIAL PLUMBING FEE	RES20-1700	SFD	O	11/3/2020								1	1	1		No	
	25303713	n/a	VILLAGE 7C LOT 18- PLAN 3- PARTIAL PLUMBING FEE	RES20-1701	SFD	O	11/3/2020								1	1	1		No	
	25303713	n/a	VILLAGE 7C LOT 19- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1702	SFD	O	11/3/2020								1	1	1		No	
	25303713	n/a	VILLAGE 7C LOT 20- PLAN 2- PARTIAL PLUMBING FEE	RES20-1703	SFD	O	11/3/2020								1	1	1		No	
	25303713	n/a	VILLAGE 7C LOT 21- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1704	SFD	O	11/3/2020								1	1	1		No	
	25303713	n/a	VILLAGE 7C LOT 22- PLAN 3- PARTIAL PLUMBING FEE	RES20-1705	SFD	O	11/3/2020								1	1	1		No	
	25303713	n/a	VILLAGE 7C LOT 23- PLAN 2R- PARTIAL PLUMBING FEE	RES20-1706	SFD	O	11/3/2020								1	1	1		No	
	25303713	n/a	VILLAGE 7C LOT 24- PLAN 3- PARTIAL PLUMBING FEE	RES20-1707	SFD	O	11/3/2020								1	1	1		No	
	25303713	n/a	VILLAGE 7C LOT 25- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1708	SFD	O	11/3/2020								1	1	1		No	
	25303713	n/a	VILLAGE 7C LOT 26- PLAN 2- PARTIAL PLUMBING FEE	RES20-1709	SFD	O	11/3/2020								1	1	1		No	
	25303713	n/a	VILLAGE 7C LOT 27- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1710	SFD	O	11/3/2020								1	1	1		No	
	25303713	n/a	VILLAGE 7C LOT 28- PLAN 3- PARTIAL PLUMBING FEE	RES20-1711	SFD	O	11/3/2020								1	1	1		No	
	25303713	n/a	VILLAGE 7C LOT 29- PLAN 3- PARTIAL PLUMBING FEE	RES20-1712	SFD	O	11/3/2020								1	1	1		No	
	25303713	n/a	VILLAGE 7C LOT 30- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1713	SFD	O	11/3/2020								1	1	1		No	
	25303713	n/a	VILLAGE 7C LOT 31- PLAN 3- PARTIAL PLUMBING FEE	RES20-1714	SFD	O	11/3/2020								1	1	1		No	
	25303713	n/a	VILLAGE 7C LOT 32- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1715	SFD	O	11/3/2020								1	1	1		No	
	25303713	n/a	VILLAGE 7C LOT 33- PLAN 2- PARTIAL PLUMBING FEE	RES20-1716	SFD	O	11/3/2020								1	1	1		No	
	25303713	n/a	VILLAGE 7C LOT 34- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1717	SFD	O	11/3/2020								1	1	1		No	
	25303713	n/a	VILLAGE 7C LOT 35- PLAN 3- PARTIAL PLUMBING FEE	RES20-1718	SFD	O	11/3/2020								1	1	1		No	
	25303713	n/a	VILLAGE 7C LOT 36- PLAN 2R- PARTIAL PLUMBING FEE	RES20-1719	SFD	O	11/3/2020								1	1	1		No	
	25303713	n/a	VILLAGE 7C LOT 37- PLAN 3- PARTIAL PLUMBING FEE	RES20-1720	SFD	O	11/3/2020								1	1	1		No	
	25303713	n/a	VILLAGE 7C LOT 38- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1721	SFD	O	11/3/2020								1	1	1		No	
	25303713	n/a	VILLAGE 7C LOT 39- PLAN 2- PARTIAL PLUMBING FEE	RES20-1722	SFD	O	11/3/2020								1	1	1		No	
	25303713	n/a	VILLAGE 7C LOT 40- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1723	SFD	O	11/3/2020								1	1	1		No	
	25303713	n/a	VILLAGE 7C LOT 41- PLAN 3- PARTIAL PLUMBING FEE	RES20-1724	SFD	O	11/3/2020								1	1	1		No	
	25303713	n/a	VILLAGE 7C LOT 42- PLAN 2R- PARTIAL PLUMBING FEE	RES20-1725	SFD	O	11/3/2020								1	1	1		No	
	25303713	n/a	VILLAGE 7C LOT 43- PLAN 3- PARTIAL PLUMBING FEE	RES20-1726	SFD	O	11/3/2020								1	1	1		No	
	25303713	n/a	VILLAGE 7C LOT44- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1727	SFD	O	11/3/2020								1	1	1		No	
	25303713	n/a	VILLAGE 7C LOT 45- PLAN 3- PARTIAL PLUMBING FEE	RES20-1728	SFD	O	11/3/2020								1	1	1		No	
	25303713	n/a	VILLAGE 7C LOT 46- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1729	SFD	O	11/3/2020								1	1	1		No	
	25303713	n/a	VILLAGE 7C LOT 47- PLAN 2- PARTIAL PLUMBING FEE	RES20-1730	SFD	O	11/3/2020								1	1	1		No	
	25303713	n/a	VILLAGE 7C LOT 48- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1731	SFD	O	11/3/2020								1	1	1		No	
	25303713	n/a	VILLAGE 7C LOT 49- PLAN 3- PARTIAL PLUMBING FEE	RES20-1732	SFD	O	11/3/2020								1	1	1		No	

	25303713	n/a	VILLAGE 7C LOT 50- PLAN 2R- PARTIAL PLUMBING FEE	RES20-1733	SFD	O	11/3/2020								1	1	1		No	
	25303713	n/a	VILLAGE 7C LOT 51- PLAN 2- PARTIAL PLUMBING FEE	RES20-1734	SFD	O	11/3/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 128 PLAN 1- PARTIAL PLUMBING FEE	RES20-1741	SFD	O	11/4/2020								1	1	1		No	address not yet assigned for homes in KT project area.
	25310023	n/a	KT PROJECT LOT 126 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1742	SFD	O	11/4/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 127 PLAN 3R- PARTIAL PLUMBING FEE	RES20-1743	SFD	O	11/4/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 136 PLAN 4- PARTIAL PLUMBING FEE	RES20-1745	SFD	O	11/4/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 129 PLAN 1- PARTIAL PLUMBING FEE	RES20-1746	SFD	O	11/4/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 130 PLAN 3R- PARTIAL PLUMBING FEE	RES20-1747	SFD	O	11/4/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 131 PLAN 1- PARTIAL PLUMBING FEE	RES20-1748	SFD	O	11/4/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 132 PLAN 2- PARTIAL PLUMBING FEE	RES20-1749	SFD	O	11/4/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 133 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1750	SFD	O	11/4/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 134 PLAN 3R- PARTIAL PLUMBING FEE	RES20-1751	SFD	O	11/4/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 135 PLAN 1- PARTIAL PLUMBING FEE	RES20-1752	SFD	O	11/4/2020								1	1	1		No	
	25310015	n/a	KT PROJECT LOT 137 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1753	SFD	O	11/4/2020								1	1	1		No	
	25310015	n/a	KT PROJECT LOT 138 PLAN 4- PARTIAL PLUMBING FEE	RES20-1754	SFD	O	11/4/2020								1	1	1		No	
	25310015	n/a	KT PROJECT LOT 139 PLAN 4R- PARTIAL PLUMBING FEE	RES20-1755	SFD	O	11/4/2020								1	1	1		No	
	25310015	n/a	KT PROJECT LOT 140 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1756	SFD	O	11/4/2020								1	1	1		No	
	25310015	n/a	KT PROJECT LOT 141 PLAN 4- PARTIAL PLUMBING FEE	RES20-1757	SFD	O	11/4/2020								1	1	1		No	
	25310015	n/a	KT PROJECT LOT 142 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1758	SFD	O	11/4/2020								1	1	1		No	
	25310015	n/a	KT PROJECT LOT 143 PLAN 4- PARTIAL PLUMBING FEE	RES20-1759	SFD	O	11/4/2020								1	1	1		No	
	25310015	n/a	KT PROJECT LOT 144 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1760	SFD	O	11/4/2020								1	1	1		No	
	25310015	n/a	KT PROJECT LOT 145 PLAN 4- PARTIAL PLUMBING FEE	RES20-1761	SFD	O	11/4/2020								1	1	1		No	
	25310015	n/a	KT PROJECT LOT 146 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1763	SFD	O	11/4/2020								1	1	1		No	
	25310015	n/a	KT PROJECT LOT 147 PLAN 3R- PARTIAL PLUMBING FEE	RES20-1764	SFD	O	11/4/2020								1	1	1		No	
	25310015	n/a	KT PROJECT LOT 148 PLAN 1- PARTIAL PLUMBING FEE	RES20-1765	SFD	O	11/4/2020								1	1	1		No	
	25310015	n/a	KT PROJECT LOT 149 PLAN 1- PARTIAL PLUMBING FEE	RES20-1766	SFD	O	11/4/2020								1	1	1		No	
	25310015	n/a	KT PROJECT LOT 150 PLAN 3R- PARTIAL PLUMBING FEE	RES20-1767	SFD	O	11/4/2020								1	1	1		No	
	25310015	n/a	KT PROJECT LOT 151 PLAN 1- PARTIAL PLUMBING FEE	RES20-1768	SFD	O	11/4/2020								1	1	1		No	
	25310015	n/a	KT PROJECT LOT 152 PLAN 2- PARTIAL PLUMBING FEE	RES20-1769	SFD	O	11/4/2020								1	1	1		No	

	25310015	n/a	KT PROJECT LOT 153 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1770	SFD	O	11/4/2020							1	1	1		No	
	25310015	n/a	KT PROJECT LOT 154 PLAN 3R- PARTIAL PLUMBING FEE	RES20-1771	SFD	O	11/4/2020							1	1	1		No	
	25310015	n/a	KT PROJECT LOT 155 PLAN 1- PARTIAL PLUMBING FEE	RES20-1772	SFD	O	11/4/2020							1	1	1		No	
	25310015	n/a	KT PROJECT LOT 156 PLAN 4- PARTIAL PLUMBING FEE	RES20-1773	SFD	O	11/4/2020							1	1	1		No	
	25310015	n/a	KT PROJECT LOT 157 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1774	SFD	O	11/4/2020							1	1	1		No	
	25310015	n/a	KT PROJECT LOT 158 PLAN 4- PARTIAL PLUMBING FEE	RES20-1775	SFD	O	11/4/2020							1	1	1		No	
	25310015	n/a	KT PROJECT LOT 159 PLAN 4R- PARTIAL PLUMBING FEE	RES20-1776	SFD	O	11/4/2020							1	1	1		No	
	25310015	n/a	KT PROJECT LOT 160 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1777	SFD	O	11/4/2020							1	1	1		No	
	25310015	n/a	KT PROJECT LOT 161 PLAN 4R- PARTIAL PLUMBING FEE	RES20-1778	SFD	O	11/4/2020							1	1	1		No	
	25310015	n/a	KT PROJECT LOT 162 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1779	SFD	O	11/4/2020							1	1	1		No	
	25310015	n/a	KT PROJECT LOT 163 PLAN 4- PARTIAL PLUMBING FEE	RES20-1780	SFD	O	11/4/2020							1	1	1		No	
	25310015	n/a	KT PROJECT LOT 164 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1781	SFD	O	11/4/2020							1	1	1		No	
	25310015	n/a	KT PROJECT LOT 165 PLAN 4- PARTIAL PLUMBING FEE	RES20-1782	SFD	O	11/4/2020							1	1	1		No	
	25310015	n/a	KT PROJECT LOT 184 PLAN 2- PARTIAL PLUMBING FEE	RES20-1783	SFD	O	11/4/2020							1	1	1		No	
	25310015	n/a	KT PROJECT LOT 185 PLAN 1- PARTIAL PLUMBING FEE	RES20-1784	SFD	O	11/4/2020							1	1	1		No	
	25310015	n/a	KT PROJECT LOT 186 PLAN 3R- PARTIAL PLUMBING FEE	RES20-1785	SFD	O	11/4/2020							1	1	1		No	
	25310015	n/a	KT PROJECT LOT 189 PLAN 4R- PARTIAL PLUMBING FEE	RES20-1786	SFD	O	11/4/2020							1	1	1		No	
	n/a	6416 CALLAWAY DRIVE	MODEL ELAN LOT 27 PLAN 3C	RES20-1787	SFD	O	11/4/2020							1	1	1		No	
	n/a	6406 CALLAWAY DRIVE	MODEL ELAN LOT 28 PLAN 2B	RES20-1788	SFD	O	11/4/2020							1	1	1		No	
	n/a	6396 CALLAWAY DRIVE	MODEL ELAN LOT 29 PLAN 1A	RES20-1789	SFD	O	11/4/2020							1	1	1		No	
	n/a	6188 GRANVILLE STREET	ELAN LOT 6 PLAN 1A-R- PARTIAL PLUMBING FEE	RES20-1793	SFD	O	11/4/2020							1	1	1		No	
	n/a	6198 GRANVILLE STREET	ELAN LOT 7 PLAN 2B- PARTIAL PLUMBING FEE	RES20-1794	SFD	O	11/4/2020							1	1	1		No	
	n/a	6208 GRANVILLE STREET	ELAN LOT 8 PLAN 3A- PARTIAL PLUMBING FEE	RES20-1795	SFD	O	11/4/2020							1	1	1		No	
	n/a	6218 GRANVILLE STREET	ELAN LOT 9 PLAN 1B-R- PARTIAL PLUMBING FEE	RES20-1796	SFD	O	11/4/2020							1	1	1		No	
	n/a	6228 GRANVILLE STREET	ELAN LOT 10 PLAN 2A- PARTIAL PLUMBING FEE	RES20-1797	SFD	O	11/4/2020							1	1	1		No	
	n/a	6238 GRANVILLE STREET	ELAN LOT 11 PLAN 1C- PARTIAL PLUMBING FEE	RES20-1798	SFD	O	11/4/2020							1	1	1		No	
	n/a	6248 GRANVILLE STREET	ELAN LOT 12 PLAN 3A-R- PARTIAL PLUMBING FEE	RES20-1799	SFD	O	11/4/2020							1	1	1		No	
	n/a	6258 GRANVILLE STREET	ELAN LOT 13 PLAN 2C-R- PARTIAL PLUMBING FEE	RES20-1800	SFD	O	11/4/2020							1	1	1		No	
	n/a	6325 CALLAWAY DRIVE	ELAN LOT 43 PLAN 1A- PARTIAL PLUMBING FEE	RES20-1807	SFD	O	11/4/2020							1	1	1		No	
	n/a	6315 CALLAWAY DRIVE	ELAN LOT 44 PLAN 3A- PARTIAL PLUMBING FEE	RES20-1808	SFD	O	11/4/2020							1	1	1		No	
	n/a	6305 CALLAWAY DRIVE	ELAN LOT 45 PLAN 2C-R- PARTIAL PLUMBING FEE	RES20-1809	SFD	O	11/4/2020							1	1	1		No	
	n/a	6295 CALLAWAY DRIVE	ELAN LOT 46 PLAN 1B-R- PARTIAL PLUMBING FEE	RES20-1810	SFD	O	11/4/2020							1	1	1		No	
	n/a	2808 SASSER PLACE	ELAN LOT 58 PLAN 1A PARTIAL PLUMBING FEE-19-2877	RES20-1812	SFD	O	11/4/2020							1	1	1		No	
	n/a	2777 TEAGARDEN PLACE	ELAN LOT 61 PLAN 1C PARTIAL PLUMBING FEE	RES20-1815	SFD	O	11/4/2020							1	1			No	

		n/a	2787 TEAGARDEN PLACE	ELAN LOT 62 PLAN 3A-PARTIAL PLUMBING FEE	RES20-1816	SFD	O	11/4/2020							1	1	1		No	
		n/a	2797 SASSER PLACE	ELAN LOT 63 PLAN 2B-R-PARTIAL PLUMBING FEE	RES20-1817	SFD	O	11/4/2020							1	1	1		No	
		n/a	6375 CALLAWAY DRIVE	ELAN LOT 38 PLAN 3C-R-PARTIAL PLUMBING FEE	RES20-1818	SFD	O	11/4/2020							1	1	1		No	
		n/a	6365 CALLAWAY DRIVE	ELAN LOT 39 PLAN 2B-PARTIAL PLUMBING FEE	RES20-1819	SFD	O	11/4/2020							1	1	1		No	
		n/a	6355 CALLAWAY DRIVE	ELAN LOT 40 PLAN 1C-R-PARTIAL PLUMBING FEE	RES20-1820	SFD	O	11/4/2020							1	1	1		No	
		n/a	6345 CALLAWAY STREET	ELAN LOT 41 PLAN 3B-PARTIAL PLUMBING FEE	RES20-1821	SFD	O	11/4/2020							1	1	1		No	
		n/a	6335 CALLAWAY DRIVE	ELAN LOT 42 PLAN B-2R-PARTIAL PLUMBING FEE	RES20-1822	SFD	O	11/4/2020							1	1	1		No	
		n/a	2796 TEAGARDEN PLACE	ELAN LOT 64 PLAN 1C-R-PARTIAL PLUMBING FEE	RES20-1823	SFD	O	11/4/2020							1	1	1		No	
		n/a	2786 TEAGARDEN PLACE	ELAN LOT 65 PLAN 2A-R-PARTIAL PLUMBING FEE	RES20-1824	SFD	O	11/4/2020							1	1	1		No	
		n/a	2776 TEAGARDEN PLACE	ELAN LOT 66 PLAN 3B-R-PARTIAL PLUMBING FEE	RES20-1825	SFD	O	11/4/2020							1	1	1		No	
		n/a	2765 DUNSMUIR PLACE	ELAN LOT 67 PLAN 1B-PARTIAL PLUMBING FEE	RES20-1826	SFD	O	11/4/2020							1	1	1		No	
		n/a	2775 DUNSMUIR PLACE	ELAN LOT 68 PLAN 2C-PARTIAL PLUMBING FEE	RES20-1827	SFD	O	11/4/2020							1	1	1		No	
		n/a	2785 DUNSMUIR PLACE	ELAN LOT 69 PLAN 1A-PARTIAL PLUMBING FEE	RES20-1828	SFD	O	11/4/2020							1	1	1		No	
		n/a	2795 DUNSMUIR PLACE	ELAN LOT 70 PLAN 3A-R-PARTIAL PLUMBING FEE	RES20-1829	SFD	O	11/4/2020							1	1	1		No	
		n/a	6268 GRANVILLE STREET	ELAN LOT 14 PLAN 1B-PARTIAL PLUMBING FEE	RES20-1830	SFD	O	11/4/2020							1	1	1		No	
		n/a	6278 GRANVILLE STREET	ELAN LOT 15 PLAN 2A-R-PARTIAL PLUMBING FEE	RES20-1831	SFD	O	11/4/2020							1	1	1		No	
		n/a	6288 GRANVILLE STREET	ELAN LOT 16 PLAN 3C-PARTIAL PLUMBING FEE	RES20-1832	SFD	O	11/4/2020							1	1	1		No	
		n/a	6298 GRANVILLE STREET	ELAN LOT 17 PLAN 2B-R-PARTIAL PLUMBING FEE	RES20-1833	SFD	O	11/4/2020							1	1	1		No	
		n/a	2623 CALLAWAY COURT	ELAN LOT 18 PLAN 1C-R-PARTIAL PLUMBING FEE	RES20-1834	SFD	O	11/4/2020							1	1	1		No	
		n/a	2603 CALLAWAY COURT	ELAN LOT 19 PLAN 3B-PARTIAL PLUMBING FEE	RES20-1835	SFD	O	11/4/2020							1	1	1		No	
		n/a	2562 CALLAWAY COURT	ELAN LOT 20 PLAN 3A-R-PARTIAL PLUMBING FEE	RES20-1836	SFD	O	11/4/2020							1	1	1		No	
		n/a	2582 CALLAWAY COURT	ELAN LOT 21 PLAN 1A-R-PARTIAL PLUMBING FEE	RES20-1837	SFD	O	11/4/2020							1	1	1		No	
		n/a	2602 CALLAWAY COURT	ELAN LOT 22 PLAN 2C-PARTIAL PLUMBING FEE	RES20-1838	SFD	O	11/4/2020							1	1	1		No	
		n/a	2622 CALLAWAY COURT	ELAN LOT 23 PLAN 1B-R-PARTIAL PLUMBING FEE	RES20-1839	SFD	O	11/4/2020							1	1	1		No	
		n/a	6386 CALLAWAY DRIVE	ELAN LOT 30 PLAN 3B-R-PARTIAL PLUMBING FEE	RES20-1840	SFD	O	11/4/2020							1	1	1		No	
		n/a	2794 DUNSMUIR PLACE	ELAN LOT 31 PLAN 3C-PARTIAL PLUMBING FEE	RES20-1841	SFD	O	11/4/2020							1	1	1		No	
		n/a	2784 DUNSMUIR COURT	ELAN LOT 32 PLAN 1B-R-PARTIAL PLUMBING FEE	RES20-1842	SFD	O	11/4/2020							1	1	1		No	
		n/a	6257 GRANVILLE STREET	ELAN LOT 33 PLAN 1A-PARTIAL PLUMBING FEE	RES20-1843	SFD	O	11/4/2020							1	1	1		No	
		n/a	6267 GRANVILLE STREET	ELAN LOT 34 PLAN 3B-R-PARTIAL PLUMBING FEE	RES20-1844	SFD	O	11/4/2020							1	1	1		No	
		n/a	6277 GRANVILLE STREET	ELAN LOT 35 PLAN 2C-R-PARTIAL PLUMBING FEE	RES20-1845	SFD	O	11/4/2020							1	1	1		No	
		n/a	6425 CALLAWAY DRIVE	ELAN LOT 24 PLAN 3B-R-PARTIAL PLUMBING FEE	RES20-1846	SFD	O	11/4/2020							1	1	1		No	
		n/a	6415 CALLAWAY DRIVE	ELAN LOT 25 PLAN 2B-R-PARTIAL PLUMBING FEE	RES20-1847	SFD	O	11/4/2020							1	1	1		No	
		n/a	6405 CALLAWAY DRIVE	ELAN LOT 26 PLAN 1B-PARTIAL PLUMBING FEE	RES20-1848	SFD	O	11/4/2020							1	1	1		No	
		n/a	6395 CALLAWAY DRIVE	ELAN LOT 36 PLAN 1C-R-PARTIAL PLUMBING FEE	RES20-1849	SFD	O	11/4/2020							1	1	1		No	
		n/a	6385 CALLAWAY DRIVE	ELAN LOT 37 PLAN 2A-PARTIAL PLUMBING FEE	RES20-1850	SFD	O	11/4/2020							1	1	1		No	
		n/a	2629 NORTHINGTON DRIVE LOT 177	ZEPHYR/PLAN 2A/2197 SQ FT	RES20-1862	SFD	O	11/5/2020							1	1	1		No	
	25310023	n/a	KT PROJECT LOT 1 PLAN 1-PARTIAL PLUMBING FEE		RES20-2140	SFD	O	12/17/2020							1	1	1		No	address not yet assigned for homes in KT project area.
	25310023	n/a	KT PROJECT LOT 5 PLAN 1-PARTIAL PLUMBING FEE		RES20-2141	SFD	O	12/17/2020							1	1	1		No	
	25310023	n/a	KT PROJECT LOT 9 PLAN 1-PARTIAL PLUMBING FEE		RES20-2142	SFD	O	12/17/2020							1	1	1		No	
	25310023	n/a	KT PROJECT LOT 120 PLAN 1-PARTIAL PLUMBING FEE		RES20-2143	SFD	O	12/17/2020							1	1	1		No	
	25310023	n/a	KT PROJECT LOT 124 PLAN 1-PARTIAL PLUMBING FEE		RES20-2144	SFD	O	12/17/2020							1	1	1		No	

	25310023	n/a	KT PROJECT LOT 191 PLAN 1- PARTIAL PLUMBING FEE	RES20-2145	SFD	O	12/17/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 196 PLAN 1- PARTIAL PLUMBING FEE	RES20-2146	SFD	O	12/17/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 202 PLAN 1- PARTIAL PLUMBING FEE	RES20-2147	SFD	O	12/17/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 208 PLAN 1- PARTIAL PLUMBING FEE	RES20-2148	SFD	O	12/17/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 209 PLAN 2R- PARTIAL PLUMBING FEE	RES20-2149	SFD	O	12/17/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 209 PLAN 2- PARTIAL PLUMBING FEE	RES20-2150	SFD	O	12/17/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 205 PLAN 2R- PARTIAL PLUMBING FEE	RES20-2151	SFD	O	12/17/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 203 PLAN 2- PARTIAL PLUMBING FEE	RES20-2152	SFD	O	12/17/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 201 PLAN 2R- PARTIAL PLUMBING FEE	RES20-2153	SFD	O	12/17/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 199 PLAN 2R- PARTIAL PLUMBING FEE	RES20-2154	SFD	O	12/17/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 197PLAN 2- PARTIAL PLUMBING FEE	RES20-2155	SFD	O	12/17/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 195 PLAN 2R- PARTIAL PLUMBING FEE	RES20-2156	SFD	O	12/17/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 193 PLAN 2R- PARTIAL PLUMBING FEE	RES20-2157	SFD	O	12/17/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 121 PLAN 2R- PARTIAL PLUMBING FEE	RES20-2158	SFD	O	12/17/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 6 PLAN 2R- PARTIAL PLUMBING FEE	RES20-2159	SFD	O	12/17/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 2 PLAN 2R- PARTIAL PLUMBING FEE	RES20-2160	SFD	O	12/17/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 4 PLAN 3R- PARTIAL PLUMBING FEE	RES20-2162	SFD	O	12/17/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 8 PLAN 3R- PARTIAL PLUMBING FEE	RES20-2163	SFD	O	12/17/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 10 PLAN 3R- PARTIAL PLUMBING FEE	RES20-2164	SFD	O	12/17/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 123 PLAN 3R- PARTIAL PLUMBING FEE	RES20-2165	SFD	O	12/17/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 190PLAN 3R- PARTIAL PLUMBING FEE	RES20-2166	SFD	O	12/17/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 3 PLAN 4- PARTIAL PLUMBING FEE	RES20-2167	SFD	O	12/17/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 7 PLAN 4- PARTIAL PLUMBING FEE	RES20-2168	SFD	O	12/17/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 122 PLAN 4- PARTIAL PLUMBING FEE	RES20-2169	SFD	O	12/17/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 125 PLAN 4- PARTIAL PLUMBING FEE	RES20-2170	SFD	O	12/17/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 192 PLAN 4R- PARTIAL PLUMBING FEE	RES20-2171	SFD	O	12/17/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 194 PLAN 4- PARTIAL PLUMBING FEE	RES20-2172	SFD	O	12/17/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 198 PLAN 4R- PARTIAL PLUMBING FEE	RES20-2173	SFD	O	12/17/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 200 PLAN 4- PARTIAL PLUMBING FEE	RES20-2174	SFD	O	12/17/2020								1	1	1		No	

	25310023	n/a	KT PROJECT LOT 204 PLAN 4R- PARTIAL PLUMBING FEE	RES20-2175	SFD	O	12/17/2020								1	1	1		No	
	25310023	n/a	KT PROJECT LOT 206 PLAN 4- PARTIAL PLUMBING FEE	RES20-2176	SFD	O	12/17/2020								1	1	1		No	
	n/a	2752 BREWER STREET LOT 108	BERKSHIRE/PLAN 3D/3129 SQ FT	RES20-1379	SFD	O	9/30/2020								1	1	1		No	
	n/a	2742 BREWER STREET LOT 109	BERKSHIRE/PLAN 2A/2979 SQ FT	RES20-1380	SFD	O	9/30/2020								1	1	1		No	
	n/a	2732 BREWER STREET LOT 110	BERKSHIRE/PLAN 3B/3129 SQ FT	RES20-1381	SFD	O	9/30/2020								1	1	1		No	
	n/a	2703 BREWER STREET LOT 117	BERKSHIRE/PLAN 3B/3129 SQ FT	RES20-1873	SFD	O	11/5/2020								1	1	1		No	
	n/a	2682 BREWER STREET LOT 114	BERKSHIRE/PLAN 3D/3129 SQ FT	RES20-2183	SFD	O	12/21/2020								1	1	1		No	
	n/a	2722 BREWER STREET LOT 111	BERKSHIRE/PLAN 4A/3613 SQ FT	RES20-1382	SFD	O	9/30/2020								1	1	1		No	
	n/a	2723 BREWER STREET LOT 116	BERKSHIRE/PLAN 2C/2979 SQ FT	RES20-1383	SFD	O	9/30/2020								1	1	1		No	
	n/a	2733 BREWER STREET LOT 119	BERKSHIRE/PLAN 1D/2865 SQ FT	RES20-1384	SFD	O	9/30/2020								1	1	1		No	
	n/a	2743 BREWER STREET LOT 120	BERKSHIRE/PLAN 3A/3129 SQ FT	RES20-1385	SFD	O	9/30/2020								1	1	1		No	
	n/a	2702 BREWER STREET LOT 112	BERKSHIRE/PLAN 1D/2865 SQ FT	RES20-1869	SFD	O	11/5/2020								1	1	1		No	
	n/a	2692 BREWER STREET LOT 113	BERKSHIRE/PLAN 2C/2979 SQ FT	RES20-1870	SFD	O	11/5/2020								1	1	1		No	
	n/a	2683 BREWER STREET LOT 115	BERKSHIRE/PLAN 1A/2865 SQ FT	RES20-1871	SFD	O	11/5/2020								1	1	1		No	
	n/a	2693 BREWER STREET LOT 116	BERKSHIRE/PLAN 4D/3613 SQ FT	RES20-1872	SFD	O	11/5/2020								1	1	1		No	
	n/a	2708 CORDELIA LANE LOT 140	BERKSHIRE/PLAN 2D/3613 SQ FT	RES20-1874	SFD	O	11/5/2020								1	1	1		No	
	n/a	2698 CORDELIA LANE LOT 141	BERKSHIRE/PLAN 1A/2865 SQ FT	RES20-1875	SFD	O	11/5/2020								1	1	1		No	
	n/a	2688 CORDELIA LANE LOT 142	BERKSHIRE/PLAN 4C/2979 SQ FT	RES20-1876	SFD	O	11/5/2020								1	1	1		No	
	n/a	2761 RIO GRANDE DRIVE LOT 101	BERKSHIRE/PLAN 2C/2979 SQ FT	RES20-2180	SFD	O	12/21/2020								1	1	1		No	
	n/a	2771 RIO GRANDE DRVE LOT 102	BERKSHIRE/PLAN 4D/3613 SQ FT	RES20-2181	SFD	O	12/21/2020								1	1	1		No	
	n/a	2781 RIO GRANDE DRIVE LOT 103	BERKSHIRE/PLAN 2A/2979 SQ FT	RES20-2182	SFD	O	12/21/2020								1	1	1		No	
	n/a	1193 DAVID SENFT LANE	ELISSAGARAY/PLAN2/2662SQ	RES20-0959	SFD	O	7/21/2020								1	1	1		No	
	n/a	2609 CORDELIA LANE LOT 44	STANFORD/PLAN 1A/2377 SQ FT	RES20-1223	SFD	O	8/31/2020								1	1	1		No	
	n/a	2690 RIO GRANDE DRIVE LOT 208	ZEPHYR/PLAN 1A/2002 SQ FT	RES20-1220	SFD	O	8/31/2020								1	1	1		No	
	n/a	2649 NORTHINGTON DRIVE LOT 175	ZEPHYR/PLAN 4B/2594 SQ FT	RES20-1402	SFD	O	9/30/2020								1	1	1		No	
	n/a	2670 RIO GRANDE DRIVE LOT 206	ZEPHYR/PLAN 3B/2510 SQ FT	RES20-1404	SFD	O	9/30/2020								1	1	1		No	
	n/a	2650 RIO GRANDE DRIVE LOT 204	ZEPHYR/PLAN 1C/2002 SQ FT	RES20-1865	SFD	O	11/5/2020								1	1	1		No	
	n/a	2609 NORTHINGTON DRIVE LOT 179	ZEPHYR/PLAN 1D/2002 SQ FT	RES20-2185	SFD	O	12/21/2020								1	1	1		No	
	n/a	2620 ELLIS TOWN DRIVE LOT 9	STANFORD/PLAN 3A/3412 SQ FT	RES20-1222	SFD	O	8/31/2020								1	1	1		No	
	24249047	2486 MITS WY LOT 108	SUNGOLD/PLAN 3D/2643SQ' W/CA ROOM	RES20-0281	SFD	O	2/26/2020								1	1	1		No	
	24249048	2496 MITS WY LOT 109	SUNGOLD/PLAN 1A/2190SQ' W/CA ROOM	RES20-0282	SFD	O	2/26/2020								1	1	1		No	
	24249007	1607 BUTTERCUP LN LOT 68	SUNGOLD/PLAN 1C/2190SQ'	RES20-0418	SFD	O	3/31/2020								1	1	1		No	
	24249008	1597 BUTTERCUP LN LOT 69	SUNGOLD/PLAN 4B/2888SQ' W/CA ROOM	RES20-0419	SFD	O	3/31/2020								1	1	1		No	
	24249009	2428 SUNFLOWER LN LOT 70	SUNGOLD/PLAN 3A/2643SQ' W/CA ROOM	RES20-0420	SFD	O	3/31/2020								1	1	1		No	
	24249010	2448 SUNFLOWER LN LOT 71	SUNGOLD/PLAN 2D/2342SQ' W/CA ROOM	RES20-0421	SFD	O	3/31/2020								1	1	1		No	
	24249011	2468 SUNFLOWER LN LOT 72	SUNGOLD/PLAN 1C/2190SQ' W/CA ROOM	RES20-0422	SFD	O	3/31/2020								1	1	1		No	
	24249012	2488 SUNFLOWER LN LOT 73	SUNGOLD/PLAN 4B/2888SQ' W/CA ROOM	RES20-0423	SFD	O	3/31/2020								1	1	1		No	
	24249013	2498 SUNFLOWER LN LOT 74	SUNGOLD/PLAN 1A/2190SQ' W/CA ROOM	RES20-0424	SFD	O	3/31/2020								1	1	1		No	
	24249014	2528 SUNFLOWER LN LOT 75	SUNGOLD/PLAN 3C/2643SQ' W/CA ROOM	RES20-0426	SFD	O	3/31/2020								1	1	1		No	
	24249015	2538 SUNFLOWER LN LOT 76	SUNGOLD/PLAN 4D/2888SQ' W/CA ROOM	RES20-0427	SFD	O	3/31/2020								1	1	1		No	
	24249016	2548 SUNFLOWER LN LOT 77	SUNGOLD/PLAN 3B/2643SQ' W/CA ROOM	RES20-0428	SFD	O	3/31/2020								1	1	1		No	
	24249017	2588 SUNFLOWER LN LOT 78	SUNGOLD/PLAN 4C/2888SQ' W/CA ROOM	RES20-0430	SFD	O	3/31/2020								1	1	1		No	

	24249018	2598 SUNFLOWER LN LOT 79	SUNGOLD/PLAN 1A/2190SQ W/CA ROOM	RES20-0431	SFD	O	3/31/2020								1	1	1		No
	24249019	1582 IVY LN LOT 80	SUNGOLD/PLAN 3B/2643SQ W/CA ROOM	RES20-0432	SFD	O	3/31/2020								1	1	1		No
	24249023	1622 IVY LN LOT 84	SUNGOLD/PLAN 3C/2643SQ W/CA ROOM	RES20-0433	SFD	O	3/31/2020								1	1	1		No
	24249020	1592 IVY LN LOT 81	SUNGOLD/PLAN 1E/2190SQ	RES20-0434	SFD	O	3/31/2020								1	1	1		No
	24249021	1602 IVY LN LOT 82	SUNGOLD/PLAN 2A/2342SQ W/CA ROOM	RES20-0435	SFD	O	3/31/2020								1	1	1		No
	24249022	1612 IVY LN LOT 83	SUNGOLD/PLAN 4B/2888SQ W/CA ROOM	RES20-0436	SFD	O	3/31/2020								1	1	1		No
	24249024	1632 IVY LN LOT 85	SUNGOLD/PLAN 4A/2888SQ W/CA ROOM	RES20-0438	SFD	O	3/31/2020								1	1	1		No
	24249025	1642 IVY LN LOT 86	SUNGOLD/PLAN 1E/2190SQ W/CA ROOM	RES20-0439	SFD	O	3/31/2020								1	1	1		No
	24249026	1652 IVY LN LOT 87	SUNGOLD/PLAN 2A/2342SQ W/CA ROOM	RES20-0440	SFD	O	3/31/2020								1	1	1		No
	24249027	1662 IVY LN LOT 88	SUNGOLD/PLAN 3D/2643SQ W/CA ROOM	RES20-0441	SFD	O	3/31/2020								1	1	1		No
	24249028	1672 IVY LN LOT 89	SUNGOLD/PLAN 4B/2888SQ W/CA ROOM	RES20-0442	SFD	O	3/31/2020								1	1	1		No
	24249029	1671 IVY LN LOT 90	SUNGOLD/PLAN 3A/2643SQ W/CA ROOM	RES20-0443	SFD	O	3/31/2020								1	1	1		No
	24249030	1661 IVY LN LOT 91	SUNGOLD/PLAN 4C/2888SQ W/CA ROOM	RES20-0444	SFD	O	3/31/2020								1	1	1		No
	24249031	1651 IVY LN LOT 92	SUNGOLD/PLAN 1B/2190SQ W/CA ROOM	RES20-0445	SFD	O	3/31/2020								1	1	1		No
	24249032	1641 IVY LN LOT 93	SUNGOLD/PLAN 2C/2342SQ W/CA ROOM	RES20-0446	SFD	O	3/31/2020								1	1	1		No
	24249033	1640 FLORA WY LOT 94	SUNGOLD/PLAN 2A/2342SQ W/CA ROOM	RES20-0447	SFD	O	3/31/2020								1	1	1		No
	24249034	1650 FLORA WY LOT 95	SUNGOLD/PLAN 3B/2643SQ W/CA ROOM	RES20-0448	SFD	O	3/31/2020								1	1	1		No
	24249035	1660 FLORA WY LOT 96	SUNGOLD/PLAN 4A/2888SQ W/CA ROOM	RES20-0449	SFD	O	3/31/2020								1	1	1		No
	24249038	1669 FLORA WY LOT 99	SUNGOLD/PLAN 4D/2888SQ W/CA ROOM	RES20-0450	SFD	O	3/31/2020								1	1	1		No
	24249036	1670 FLORA WY LOT 97	SUNGOLD/PLAN 1C/2190SQ W/CA ROOM	RES20-0451	SFD	O	3/31/2020								1	1	1		No
	24249037	1679 FLORA WY LOT 98	SUNGOLD/PLAN 3A/2643SQ W/CA ROOM	RES20-0452	SFD	O	3/31/2020								1	1	1		No
	24249039	1659 FLORA WY LOT 100	SUNGOLD/PLAN 1E/2190SQ W/CA ROOM	RES20-0453	SFD	O	3/31/2020								1	1	1		No
	24249040	1649 FLORA WY LOT 101	SUNGOLD/PLAN 4C/2888SQ W/CA ROOM	RES20-0455	SFD	O	3/31/2020								1	1	1		No
	24249049	2526 MITS WY LOT 110	SUNGOLD/PLAN 2B/2342SQ W/CA ROOM	RES20-0456	SFD	O	3/31/2020								1	1	1		No
	24249050	2536 MITS WY LOT 111	SUNGOLD/PLAN 3D/2643SQ W/CA ROOM	RES20-0457	SFD	O	3/31/2020								1	1	1		No
	24249051	2546 MITS WY LOT 112	SUNGOLD/PLAN 2C/2342SQ W/CA ROOM	RES20-0458	SFD	O	3/31/2020								1	1	1		No
	24249052	2566 MITS WY LOT 113	SUNGOLD/PLAN 1B/2190SQ W/CA ROOM	RES20-0459	SFD	O	3/31/2020								1	1	1		No
	24249053	2586 MITS WY LOT 114	SUNGOLD/PLAN 2D/2342SQ W/CA ROOM	RES20-0460	SFD	O	3/31/2020								1	1	1		No
	24249054	2587 SUNFLOWER LN LOT 115	SUNGOLD/PLAN 2B/2342SQ W/CA ROOM	RES20-0461	SFD	O	3/31/2020								1	1	1		No
	24249055	2567 SUNFLOWER LN LOT 116	SUNGOLD/PLAN 2C/2342SQ W/CA ROOM	RES20-0462	SFD	O	3/31/2020								1	1	1		No
	24249056	2547 SUNFLOWER LN LOT 117	SUNGOLD/PLAN 3A/2643SQ W/CA ROOM	RES20-0463	SFD	O	3/31/2020								1	1	1		No
	24249057	2537 SUNFLOWER LN LOT 118	SUNGOLD/PLAN 1E/2190SQ W/CA ROOM	RES20-0464	SFD	O	3/31/2020								1	1	1		No
	24249058	2527 SUNFLOWER LN LOT 119	SUNGOLD/PLAN 4D/2888SQ W/CA ROOM	RES20-0465	SFD	O	3/31/2020								1	1	1		No
	24249059	2497 SUNFLOWER LN LOT 120	SUNGOLD/PLAN 2C/2342SQ W/CA ROOM	RES20-0466	SFD	O	3/31/2020								1	1	1		No
	24249060	2487 SUNFLOWER LN LOT 121	SUNGOLD/PLAN 1B/2190SQ W/CA ROOM	RES20-0467	SFD	O	3/31/2020								1	1	1		No
	24249061	2467 SUNFLOWER LN LOT 122	SUNGOLD/PLAN 3C/2643SQ W/CA ROOM	RES20-0468	SFD	O	3/31/2020								1	1	1		No
	24249062	2447 SUNFLOWER LN LOT 123	SUNGOLD/PLAN 2B/2342SQ W/CA ROOM	RES20-0469	SFD	O	3/31/2020								1	1	1		No
	n/a	2550 ELLIS TOWN DRIVE LOT 4	STANFORD/PLAN 3B/2945 SQ FT	RES20-1389	SFD	O	9/30/2020								1	1	1		No
	n/a	2569 CORDELIA LANE LOT 47	STANFORD/PLAN 3B/2945 SQ FT	RES20-1395	SFD	O	9/30/2020								1	1	1		No
	n/a	2560 ELLIS TOWN DRIVE LOT 5	STANFORD/PLAN 1C/2377 SQ FT	RES20-1390	SFD	O	9/30/2020								1	1	1		No
	n/a	2530 ELLIS TOWN DRIVE LOT 2	STANFORD/PLAN 3A/3412 SQ FT	RES20-1387	SFD	O	9/30/2020								1	1	1		No
	n/a	2540 ELLIS TOWN DRIVE LOT 3	STANFORD/PLAN 2A/2727 SQ FT	RES20-1388	SFD	O	9/30/2020								1	1	1		No
	n/a	2570 ELLIS TOWN DRIVE LOT 6	STANFORD/PLAN 2B/3194 SQ FT	RES20-1391	SFD	O	9/30/2020								1	1	1		No

	n/a	2600 ELLIS TOWN DRIVE LOT 7	STANFORD/PLAN 3A/2945 SQ FT	RES20-1392	SFD	O	9/30/2020								1	1	1		No	
	n/a	2599 CORDELIA LANE LOT 45	STANFORD/PLAN 3C/3412 SQ FT	RES20-1393	SFD	O	9/30/2020								1	1	1		No	
	n/a	2579 CORDELIA LANE LOT 46	STANFORD/PLAN 2A/2727 SQ FT	RES20-1394	SFD	O	9/30/2020								1	1	1		No	
	n/a	2549 CORDELIA LANE LOT 49	STANFORD/PLAN 3A/2945 SQ FT	RES20-1397	SFD	O	9/30/2020								1	1	1		No	
	n/a	2529 CORDELIA LANE LOT 51	STANFORD/PLAN 2B/2727 SQ FT	RES20-1399	SFD	O	9/30/2020								1	1	1		No	
	n/a	2280 ELLIS TOWN DRIVE LOT 19	STANFORD/PLAN 3C/2945 SQ FT	RES20-1866	SFD	O	11/5/2020								1	1	1		No	
	n/a	2299 JESSICA WAY LOT 23	STANFORD/PLAN 2B/3194 SQ FT	RES20-1867	SFD	O	11/5/2020								1	1	1		No	
	n/a	2289 JESSICA WAY LOT 24	STANFORD/PLAN 3A/2945 SQ FT	RES20-1868	SFD	O	11/5/2020								1	1	1		No	
	n/a	2520 ELLIS TOWN DRIVE LOT 1	STANFORD/PLAN 1B/2377 SQ FT	RES20-1386	SFD	O	9/30/2020								1	1	1		No	
	n/a	2559 CORDELIA LANE LOT 48	STANFORD/PLAN 1B/2377 SQ FT	RES20-1396	SFD	O	9/30/2020								1	1	1		No	
	n/a	2629 CORDELIA LANE	STANFORD/PLAN 2C/2727 SQ FT	RES20-0989	SFD	O	7/27/2020								1	1	1		No	
	n/a	2539 CORDELIA LANE LOT 50	STANFORD/PLAN 2C/3194 SQ FT	RES20-1398	SFD	O	9/30/2020								1	1	1		No	
	n/a	2788 TOSTALINDA DRIVE LOT 2	FDN ONLY - VANTAGE/PLAN 5B-R/1729 SQ FT	RES20-0399	SFD	O	3/23/2020								1	1	1		No	
	n/a	2798 TOSTALINDA DRIVE LOT 1	FDN ONLY -VANTAGE/PLAN 1C/2155SQ FT	RES20-1237	SFD	O	9/11/2020								1	1	1		No	
	n/a	2748 TOSTALINDA DRIVE LOT 6	FDN ONLY - VANTAGE/PLAN 5A-R/1729 SQ FT	RES20-1238	SFD	O	9/11/2020								1	1	1		No	
	n/a	2728 TOSTALINDA DRIVE LOT 8	FDN ONLY - VANTAGE/PLAN 5C-R/1729 SQ FT	RES20-1240	SFD	O	9/11/2020								1	1	1		No	
	n/a	2718 TOSTALINDA DRIVE LOT 9	FDN ONLY -VANTAGE/PLAN 1A/2155SQ FT	RES20-1241	SFD	O	9/11/2020								1	1	1		No	
	n/a	2708 TOSTALINDA DRIVE LOT 10	FDN ONLY - VANTAGE/PLAN 4B-R/2648SQ FT	RES20-1242	SFD	O	9/11/2020								1	1	1		No	
	n/a	2688 TOSTALINDA DRIVE LOT 12	FDN ONLY - VANTAGE/PLAN 4A/2648SQ FT	RES20-1244	SFD	O	9/11/2020								1	1	1		No	
	n/a	6716 KILN PLACE LOT 13	FDN ONLY - VANTAGE/PLAN 4B/2648SQ FT	RES20-1245	SFD	O	9/11/2020								1	1	1		No	
	n/a	6652 STARCROSS DRIVE LOT 33	FDN ONLY - VANTAGE/PLAN 2A/2340SQ FT	RES20-1246	SFD	O	9/11/2020								1	1	1		No	
	n/a	6653 KITTINGER LANE LOT34	FDN ONLY - VANTAGE/PLAN 5B-R/1729 SQ FT	RES20-1247	SFD	O	9/11/2020								1	1	1		No	
	n/a	6654 KITTINGER LANE LOT 45	FDN ONLY - VANTAGE/PLAN 2A/2340SQ FT	RES20-1249	SFD	O	9/11/2020								1	1	1		No	
	n/a	2739 TOSTALINDA DRIVE LOT 46	FDN ONLY - VANTAGE/PLAN 5B/1729 SQ FT	RES20-1250	SFD	O	9/13/2020								1	1	1		No	
	n/a	2819 TOSTALINDA DRIVE LOT 138	FDN ONLY - VANTAGE/PLAN 2C/2340SQ FT	RES20-1251	SFD	O	9/13/2020								1	1	1		No	
	n/a	2829 TOSTALINDA DRIVE LOT 139	FDN ONLY -VANTAGE/PLAN 1B-R/2155SQ FT	RES20-1252	SFD	O	9/13/2020								1	1	1		No	
	n/a	2839 TOSTALINDA DRIVE LOT 140	FDN ONLY - VANTAGE/PLAN 2C/2340SQ FT	RES20-1253	SFD	O	9/13/2020								1	1	1		No	
	n/a	2859 TOSTALINDA PLACE LOT 142	FDN ONLY - VANTAGE/PLAN 4B/2648SQ FT	RES20-1255	SFD	O	9/13/2020								1	1	1		No	
	n/a	2869 TOSTALINDA DRIVE LOT 143	FDN ONLY -VANTAGE/PLAN 1C-R/2155SQ FT	RES20-1256	SFD	O	9/13/2020								1	1	1		No	
	n/a	2879 TOSTALINDA DRIVE LOT 144	FDN ONLY - VANTAGE/PLAN 4A/2648SQ FT	RES20-1257	SFD	O	9/13/2020								1	1	1		No	
	n/a	2889 TOSTALINDA DRIVE LOT 145	FDN ONLY - VANTAGE/PLAN 3B-R/2565SQ FT	RES20-1258	SFD	O	9/13/2020								1	1	1		No	
	n/a	2899 TOSTALINDA DRIVE LOT 146	FDN ONLY - VANTAGE/PLAN 4C/2648SQ FT	RES20-1259	SFD	O	9/13/2020								1	1	1		No	
	n/a	2929 TOSTALINDA DRIVE LOT 147	FDN ONLY -VANTAGE/PLAN 1A-R/2155SQ FT	RES20-1260	SFD	O	9/13/2020								1	1	1		No	

	n/a	2939 TOSTALINDA DRIVE LOT 148	FDN ONLY - VANTAGE/PLAN 2B/2340SQ FT	RES20-1304	SFD	O	9/21/2020								1	1	1		No	
	n/a	2949 TOSTALINDA DRIVE LOT 149	FDN ONLY - VANTAGE/PLAN 3C-R/2565SQ FT	RES20-1305	SFD	O	9/21/2020								1	1	1		No	
	n/a	2959 TOSTALINDA DRIVE LOT 150	FDN ONLY - VANTAGE/PLAN 4A/2648SQ FT	RES20-1306	SFD	O	9/21/2020								1	1	1		No	
	n/a	2979 TOSTALINDA DRIVE LOT 151	FDN ONLY -VANTAGE/PLAN 1B-R/2155SQ FT	RES20-1307	SFD	O	9/21/2020								1	1	1		No	
	n/a	2999 TOSTALINDA DRIVE LOT 152	FDN ONLY - VANTAGE/PLAN 2C/2340SQ FT	RES20-1308	SFD	O	9/21/2020								1	1	1		No	
	n/a	2998 TOSTALINDA DRIVE LOT 164	FDN ONLY - VANTAGE/PLAN 5C-R/1729 SQ FT	RES20-1326	SFD	O	9/24/2020								1	1	1		No	
	n/a	2988 TOSTALINDA DRIVE LOT 165	FDN ONLY - VANTAGE/PLAN 2A/2340SQ FT	RES20-1327	SFD	O	9/24/2020								1	1	1		No	
	n/a	2978 TOSTALINDA DRIVE LOT 166	FDN ONLY - VANTAGE/PLAN 3B-R/2565SQ FT	RES20-1328	SFD	O	9/24/2020								1	1	1		No	
	n/a	2968 TOSTALINDA DRIVE LOT 167	FDN ONLY - VANTAGE/PLAN 5C/1729 SQ FT	RES20-1329	SFD	O	9/24/2020								1	1	1		No	
	n/a	2958 TOSTALINDA DRIVE LOT 168	FDN ONLY - VANTAGE/PLAN 4B-R/2648SQ FT	RES20-1330	SFD	O	9/24/2020								1	1	1		No	
	n/a	2948 TOSTALINDA DRIVE LOT 169	FDN ONLY - VANTAGE/PLAN 5A/1729 SQ FT	RES20-1331	SFD	O	9/24/2020								1	1	1		No	
	n/a	2938 TOSTALINDA DRIVE LOT 170	FDN ONLY - VANTAGE/PLAN 2C-R/2340SQ FT	RES20-1332	SFD	O	9/24/2020								1	1	1		No	
	n/a	2928 TOSTALINDA DRIVE LOT 171	FDN ONLY - VANTAGE/PLAN 3A/2565SQ FT	RES20-1333	SFD	O	9/24/2020								1	1	1		No	
	n/a	2918 TOSTALINDA DRIVE LOT 172	FDN ONLY - VANTAGE/PLAN 5B-R/1729 SQ FT	RES20-1334	SFD	O	9/24/2020								1	1	1		No	
	n/a	2908 TOSTALINDA DRIVE LOT 173	FDN ONLY - VANTAGE/PLAN 1C/2155SQ FT	RES20-1336	SFD	O	9/24/2020								1	1	1		No	
	n/a	2898 TOSTALINDA DRIVE LOT 174	FDN ONLY - VANTAGE/PLAN 5A-R/1729 SQ FT	RES20-1338	SFD	O	9/24/2020								1	1	1		No	
	n/a	2888 TOSTALINDA DRIVE LOT 175	FDN ONLY - VANTAGE/PLAN 3C/2565SQ FT	RES20-1340	SFD	O	9/24/2020								1	1	1		No	
	n/a	2878 TOSTALINDA DRIVE LOT 176	FDN ONLY - VANTAGE/PLAN 5B-R/1729 SQ FT	RES20-1341	SFD	O	9/24/2020								1	1	1		No	
	n/a	2868 TOSTALINDA DRIVE LOT 177	FDN ONLY - VANTAGE/PLAN 2A/2340SQ FT	RES20-1342	SFD	O	9/24/2020								1	1	1		No	
	n/a	2858 TOSTALINDA DRIVE LOT 178	FDN ONLY - VANTAGE/PLAN 3B-R/2565SQ FT	RES20-1343	SFD	O	9/24/2020								1	1	1		No	
	n/a	2848 TOSTALINDA DRIVE LOT 179	FDN ONLY - VANTAGE/PLAN 5C/1729 SQ FT	RES20-1345	SFD	O	9/24/2020								1	1	1		No	
	n/a	2838 TOSTALINDA DRIVE LOT 180	FDN ONLY -VANTAGE/PLAN 1A-R/2155SQ FT	RES20-1346	SFD	O	9/24/2020								1	1	1		No	
	n/a	2828 TOSTALINDA DRIVE LOT 181	FDN ONLY - VANTAGE/PLAN 2B/2340SQ FT	RES20-1347	SFD	O	9/24/2020								1	1	1		No	
	n/a	2818 TOSTALINDA DRIVE LOT 182	FDN ONLY -VANTAGE/PLAN 1A-R/2155SQ FT	RES20-1348	SFD	O	9/24/2020								1	1	1		No	
	n/a	2660 RIO GRANDE DRIVE LOT 205	ZEPHYR/PLAN 4A/2594 SQ FT	RES20-1403	SFD	O	9/30/2020								1	1	1		No	
	n/a	2619 NORTHINGTON DRIVE LOT 178	ZEPHYR/PLAN 4C/2594 SQ FT	RES20-2184	SFD	O	12/21/2020								1	1	1		No	
	n/a	2620 RIO GRANDE DRIVE LOT 201	ZEPHYR/PLAN 4C/2594 SQ FT	RES20-2188	SFD	O	12/21/2020								1	1	1		No	
	n/a	2639 NORTHINGTON DRIVE LOT 176	ZEPHYR/PLAN 3D/2510 SQ FT	RES20-1861	SFD	O	11/5/2020								1	1	1		No	
	n/a	2630 RIO GRANDE DRIVE LOT 202	ZEPHYR/PLAN 3D/2510 SQ FT	RES20-1863	SFD	O	11/5/2020								1	1	1		No	
	n/a	2640 RIO GRANDE DRIVE LOT 203	ZEPHYR/PLAN 2B/2197 SQ FT	RES20-1864	SFD	O	11/5/2020								1	1	1		No	
	n/a	2669 NORTHINGTON LOT 173	ZEPHYR/PLAN 3C/2510 SQ FT	RES20-1400	SFD	O	9/30/2020								1	1	1		No	

	n/a	2659 NORTHINGTON DRIVE LOT 174	ZEPHYR/PLAN 1A/2002 SQ FT	RES20-1401	SFD	O	9/30/2020							1	1	1		No	
	n/a	2599 NORTHINGTON DRIVE LOT 180	ZEPHYR/PLAN 3B/2510 SQ FT	RES20-2186	SFD	O	12/21/2020							1	1	1		No	
	n/a	2610 RIO GRANDE DRIVE LOT 200	ZEPHYR/PLAN 3A/2510 SQ FT	RES20-2187	SFD	O	12/21/2020							1	1	1		No	

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A2																							
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units																							
Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement										Affordability by Household Incomes - Building Permits						
1					2	3	4								5	6	7						
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Entitlement Date Approved	# of Units issued Entitlements	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted		
Summary Row: Start Data Entry Below							0	0	0	0	0	0	905		905	0	0	0	0	0	10		
	25105007	28301 S LAMMERS RD	Tracy Hills Phase 1B	TSM18-0006, TSM18-0007	SFD	O							434	11/10/2020	434								
	24633050	n/a	Larkspur Estates	TSM19-0003, D20-0005	SFD	O							13	9/1/2020	13								
	21443046	n/a	Clover Estates	TSM19-0008	SFD	O							9	10/28/2020	9								
	25337013	n/a	Tracy Hills Phase 1A, Village 7C	TSM20-0001, D20-0023	SFD	O							132	10/20/2020	132								
	25310016	n/a	Tracy Hills KT Project	TSM20-0002, D20-0028	SFD	O							214	11/10/2020	214								
	25349001	6138 GRANVILLE	Tracy Hills Phase 1A, Village 6A	D20-0011	SFD	O							70	9/15/2020	70								
	21452024	178 W COLLIN AV	Collin Avenue Apartments	D18-0015	2 to 4	R							5	5/12/2020	5								
	23303009	522 W GRANT LINE RD	Rod-Singh Apts	D18-0028	5+	R							24	6/24/2020	24								
	23507064	n/a	Two Duplexes on Diaz Property	D19-0028	2 to 4	R							4	12/1/2020	4								
	24856049	4387 MATTHEW WAY	BROOKVIEW PLAN 1 ELEV. A LOT 21	16-3360	SFD	O									0								
	24856050	4367 MATTHEW WAY	BROOKVIEW PLAN 2 ELEV. B LOT 22	16-3361	SFD	O									0								
	24856051	4347 MATTHEW WAY	BROOKVIEW PLAN 1 ELEV. B LOT 23	16-3362	SFD	O									0								
	24870032	4304 LENNOX LN	BROOKVIEW PLAN 2 ELEV. B LOT 55	16-3394	SFD	O									0								
	24856055	4303 LENNOX LN	BROOKVIEW PLAN 1 ELEV. A LOT 58	16-3397	SFD	O									0								
	24856056	4313 LENNOX LN	BROOKVIEW PLAN 2 ELEV. B LOT 59	16-3398	SFD	O									0								
	24856058	4333 LENNOX LN	BROOKVIEW PLAN 2 ELEV. A LOT 61	16-3400	SFD	O									0								
	24069041	3961 COMSTOCK PL	LEGACY PLAN2C/3128SQFT/ LOT 41	17-0833	SFD	O									0								
	24069046	3968 SANTA FE LN LOT 46	LEGEND PLAN5A/3395SQFT	17-0859	SFD	O									0								
	20927034	3600 W GRANT LINE RD	GATEWAY APARTMENTS PHASE II MASTER PERMIT	17-2994	5+	R									0								
	24829051	2841 PEBBLEBROOKE CT	NEW 3176 SF SFD W/GARAGE & REAR PATIO - COSE RESIDENCE	18-0800	SFD	O									0								

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

	24829053	2861 PEBBLEBROOKE COURT	2510 SQ FT NEW SFD	18-1677	SFD	O										0						
	24829058	342 GLENBRIAR CIRCLE	2880 SQ FT NEW SFD	18-1681	SFD	O										0						
	24829054	2871 PEBBLEBROOKE COURT	2551 SQ FT NEW SFD	18-1682	SFD	O										0						
	24614020	576 VENTANA AVENUE	NEW 2411 SQ FT SFD	18-2120	SFD	O										0						
	n/a	2367 OSTERA ST LOT 11	VILLAGE 1/PLAN 4E/2654SF	18-2167	SFD	O										0						
	n/a	2357 OSTERA ST LOT 12	VILLAGE 1/PLAN 1A/2173SF	18-2168	SFD	O										0						
	n/a	7000 PROVINCIAL ST LOT 35	VILLAGE 1/PLAN 3F/2421SF	18-2198	SFD	O										0						
	n/a	7010 PROVINCIAL ST LOT 36	VILLAGE 1/PLAN 1B/2173SF	18-2199	SFD	O										0						
	n/a	7009 PROVINCIAL ST LOT 48	VILLAGE 1/PLAN 4E/2654SF	18-2211	SFD	O										0						
	n/a	6999 PROVINCIAL ST LOT 49	VILLAGE 1/PLAN 1A/2173SF	18-2212	SFD	O										0						
	n/a	6989 PROVINCIAL ST LOT 50	VILLAGE 1/PLAN 2D/2278SF	18-2213	SFD	O										0						
	n/a	2360 IVERSTONE ST LOT 64	VILLAGE 1/PLAN 3C/2421SF	18-2239	SFD	O										0						
	n/a	2370 IVERSTONE ST LOT 65	VILLAGE 1/PLAN 4D/2278SF	18-2240	SFD	O										0						
	n/a	2361 IVERSTONE ST LOT 68	VILLAGE 1/PLAN 4B/2654SF	18-2243	SFD	O										0						
	n/a	2371 IVERSTONE ST LOT 69	VILLAGE 1/PLAN 1F/2173SF	18-2244	SFD	O										0						
	n/a	2381 IVERSTONE ST LOT 70	VILLAGE 1/PLAN 3B/2421SF	18-2245	SFD	O										0						
	n/a	7058 PALMER ST LOT 71	VILLAGE 1/PLAN 2A/2278SF	18-2253	SFD	O										0						
	n/a	7048 PALMER ST LOT 72	VILLAGE 1/PLAN 1E/2173SF	18-2254	SFD	O										0						
	n/a	7028 PALMER ST LOT 74	VILLAGE 1/PLAN 3A/2421SF	18-2256	SFD	O										0						
	n/a	7057 PALMER ST LOT 113	VILLAGE 1/PLAN 1C/2173SF	18-2284	SFD	O										0						
	n/a	7067 PALMER ST LOT 114	VILLAGE 1/PLAN 4E/2654SF	18-2285	SFD	O										0						
	n/a	7077 PALMER ST LOT 115	VILLAGE 1/PLAN 3D/2421SF	18-2286	SFD	O										0						
	n/a	6860 CELADON LN LOT 54	VILLAGE 3/PLAN 4B-R/3505SF	18-2357	SFD	O										0						
	n/a	6870 CELADON LN LOT 55	VILLAGE 3/PLAN 2A/3122SF W/CA ROOM	18-2358	SFD	O										0						
	n/a	6880 CELADON LN LOT 56	VILLAGE 3/PLAN 3F/3266SF W/CA ROOM	18-2359	SFD	O										0						
	n/a	6877 VERBENA ST LOT 57	VILLAGE 3/PLAN 4D/3505SF W/CA ROOM	18-2360	SFD	O										0						
	n/a	6857 VERBENA ST LOT 58	VILLAGE 3/PLAN 1C-R/2502SF	18-2361	SFD	O										0						
	n/a	6837 VERBENA ST LOT 59	VILLAGE 3/PLAN 4A/3505SF	18-2362	SFD	O										0						
	n/a	6827 VERBENA ST LOT 60	VILLAGE 3/PLAN 3E-R/3266SF	18-2363	SFD	O										0						
	n/a	6817 VERBENA ST LOT 61	VILLAGE 3/PLAN 2B/3122SF W/CA ROOM	18-2364	SFD	O										0						
	n/a	6807 VERBENA ST LOT 62	VILLAGE 3/PLAN 4C-R/3505SF W/CA ROOM	18-2365	SFD	O										0						
	n/a	6797 VERBENA ST LOT 63	VILLAGE 3/PLAN 1B/2502SF	18-2366	SFD	O										0						
	n/a	6787 VERBENA ST LOT 64	VILLAGE 3/PLAN 3D-R/3266SF W/CA ROOM	18-2367	SFD	O										0						
	n/a	6777 VERBENA ST LOT 65	VILLAGE 3/PLAN 2A/3122SF W/CA ROOM	18-2368	SFD	O										0						

Jurisdiction	Tracy
Reporting Year	2020 (Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

[illegible]

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

	23860039	2655 HENLEY PARKWAY BLDG# 43	HARVEST DUPLEX BLDG TYPE B-IE 2408SQ'	19-1717	2 to 4	R										0						
	23860039	2655 HENLEY PARKWAY BLDG# 48	HARVEST DUPLEX BLDG TYPE B-IE 2408SQ'	19-1718	2 to 4	R										0						
	23860039	2655 HENLEY PARKWAY BLDG# 55	HARVEST DUPLEX BLDG TYPE B-IE 2408SQ'	19-1719	2 to 4	R										0						
	23860039	2655 HENLEY PARKWAY BLDG# 58	HARVEST DUPLEX BLDG TYPE B-IE 2408SQ'	19-1720	2 to 4	R										0						
	23860039	2655 HENLEY PARKWAY BLDG# 25	HARVEST DUPLEX BLDG TYPE B-IE 2408SQ'	19-1721	2 to 4	R										0						
	23860039	2655 HENLEY PARKWAY BLDG# 24	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1723	2 to 4	R										0						
	23860039	2655 HENLEY PARKWAY BLDG# 30	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1724	2 to 4	R										0						
	23860039	2655 HENLEY PARKWAY BLDG# 33	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1725	2 to 4	R										0						
	23860039	2655 HENLEY PARKWAY BLDG# 34	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1726	2 to 4	R										0						
	23860039	2655 HENLEY PARKWAY BLDG# 39	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1727	2 to 4	R										0						
	23860039	2655 HENLEY PARKWAY BLDG# 40	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1728	2 to 4	R										0						
	23860039	2655 HENLEY PARKWAY BLDG# 42	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1729	2 to 4	R										0						
	23860039	2655 HENLEY PARKWAY BLDG# 45	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1730	2 to 4	R										0						
	23860039	2655 HENLEY PARKWAY BLDG# 46	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1731	2 to 4	R										0						
	23860039	2655 HENLEY PARKWAY BLDG# 47	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1732	2 to 4	R										0						
	23860039	2655 HENLEY PARKWAY BLDG# 52	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1733	2 to 4	R										0						
	23860039	2655 HENLEY PARKWAY BLDG# 54	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1734	2 to 4	R										0						
	23860039	2655 HENLEY PARKWAY BLDG# 57	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1735	2 to 4	R										0						
	23860039	2655 HENLEY PARKWAY BLDG# 61	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1736	2 to 4	R										0						
	23860039	2655 HENLEY PARKWAY BLDG# 82	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1737	2 to 4	R										0						
	23860039	2655 HENLEY PARKWAY BLDG# 22	HARVEST DUPLEX BLDG TYPE B-SE 3008SQ'	19-1740	2 to 4	R										0						
	23860039	2655 HENLEY PARKWAY BLDG# 31	HARVEST DUPLEX BLDG TYPE B-SE 3008SQ'	19-1741	2 to 4	R										0						
	23860039	2655 HENLEY PARKWAY BLDG# 56	HARVEST DUPLEX BLDG TYPE B-SE 3008SQ'	19-1742	2 to 4	R										0						
	23860039	2655 HENLEY PARKWAY BLDG# 63	HARVEST DUPLEX BLDG TYPE B-SE 3008SQ'	19-1743	2 to 4	R										0						
	23860039	2655 HENLEY PARKWAY BLDG# 65	HARVEST DUPLEX BLDG TYPE B-SE 3008SQ'	19-1744	2 to 4	R										0						
	23860039	2655 HENLEY PARKWAY BLDG# 28	HARVEST DUPLEX BLDG TYPE B-SE ALT 3053SQ'	19-1745	2 to 4	R										0						

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

	n/a	2759 CORDELIA LANE LOT 29	STANFORD/PLAN 2B/2727 SQ FT W/ OPT OUTDOOR LIVING	19-2998	SFD	O										0						
	n/a	2769 CORDELIA LANE LOT 28	STANFORD/PLAN 3A/2945 SQ FT W/ 3 CAR GARAGE	19-3000	SFD	O										0						
	n/a	2770 ELLIS TOWN DRIVE LOT 24	STANFORD/PLAN 3C/2945 SQ FT W/ 467 CARRIAGE UNIT	19-3001	SFD	O										0						
	n/a	2770 ELLIS TOWN DRIVE LOT 24	STANFORD/PLAN 3C/2945 SQ FT W/ 467 CARRIAGE UNIT	19-3001	ADU	O										0						
	n/a	2760 ELLIS TOWN DRIVE LOT 23	STANFORD/PLAN 2A/2727 SQ FT W/ OPT OUTDOOR LIVING	19-3003	SFD	O										0						
	n/a	2760 ELLIS TOWN DRIVE LOT 23	STANFORD/PLAN 2A/2727 SQ FT W/ OPT OUTDOOR LIVING	19-3003	ADU	O										0						
	n/a	2779 CORDELIA LANE LOT 27	STANFORD/PLAN 2C/2727 SQ FT W/ 3 CAR GARAGE	19-3004	SFD	O										0						
	n/a	2779 CORDELIA LANE LOT 27	STANFORD/PLAN 2C/2727 SQ FT W/ 3 CAR GARAGE	19-3004	ADU	O										0						
	n/a	2750 ELLIS TOWN DRIVE LOT 22	STANFORD/PLAN 1B/2377 SQ FT/OPT OUTDOOR LIVING	19-3005	SFD	O										0						
	n/a	2789 CORDELIA LANE LOT 26	STANFORD/PLAN 3B/2945 W/ 3 CAR GARAGE	19-3006	SFD	O										0						
	n/a	2780 ELLIS TOWN DRIVE LOT 25	STANFORD/PLAN 1A/2377 SQ FT/OPT OUTDOOR LIVING	19-3007	SFD	O										0						
	24069051	2261 AUGUSTA AVENUE LOT 51	BERKSHIRE/PLAN 4D/3613 SQ FT	19-3025	SFD	O										0						
	n/a	2768 CORDELIA LANE LOT 134	BERKSHIRE/PLAN 3A/3129 SQ FT	19-3028	SFD	O										0						
	n/a	2778 CORDELIA LANE LOT 133	BERKSHIRE/PLAN 1B/2865 SQ FT	19-3029	SFD	O										0						
	n/a	4538 MARGARET ADELE LANE LOT 132	BERKSHIRE/PLAN 4A/3613 SQ FT	19-3030	SFD	O										0						
	n/a	4548 MARGARET ADELE LANE 131	BERKSHIRE/PLAN 3B/3129 SQ FT	19-3031	SFD	O										0						
	n/a	4558 MARGARET ADELE LANE LOT 130	BERKSHIRE/PLAN 2C/2979 SQ FT	19-3032	SFD	O										0						
	n/a	4568 MARGARET ADELE LANE LOT 129	BERKSHIRE/PLAN 4D/3613 SQ FT	19-3033	SFD	O										0						
	n/a	4549 MARGARET ADELE LANE LOT 147	BERKSHIRE/PLAN 2D/2979 SQ FT	19-3034	SFD	O										0						
	n/a	4539 MARGARET ADELE LANE LOT 146	BERKSHIRE/PLAN 4B/3613 SQ FT	19-3035	SFD	O										0						
	n/a	4529 MARGARET ADELE LANE LOT 145	BERKSHIRE/PLAN 3D/3129 SQ FT	19-3036	SFD	O										0						
	n/a	4519 MARGARET ADELE LANE LOT 144	BERKSHIRE/PLAN 1C/2865 SQ FT	19-3037	SFD	O										0						
	n/a	4509 MARGARET ADELE LANE LOT 143	BERKSHIRE/PLAN 2A/2979 SQ FT	19-3038	SFD	O										0						

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

	n/a	2670 ELLIS TOWN DRIVE LOT 14	STANFORD/PLAN 2A/3194 SQ FT	19-4019	SFD	O															
	n/a	2670 ELLIS TOWN DRIVE LOT 14	STANFORD/PLAN 2A/3194 SQ FT	19-4019	ADU	O										0					1
	n/a	2660 ELLIS TOWN DRIVE LOT 13	STANFORD/PLAN 3C/2945 SQ FT	19-4020	SFD	O										0					
	n/a	2650 ELLIS TOWN DRIVE LOT 12	STANFORD/PLAN 1B/2377 SQ FT	19-4021	SFD	O										0					
	n/a	2640 ELLIS TOWN DRIVE LOT 11	STANFORD/PLAN 3B/2945 SQ FT	19-4022	SFD	O										0					
	n/a	2669 CORDELIA LANE LOT 38	STANFORD/PLAN 1C/2377 SQ FT	19-4026	SFD	O										0					
	n/a	2679 CORDELIA LANE LOT 37	STANFORD/PLAN 3B/2945 SQ FT	19-4027	SFD	O										0					
	n/a	2690 ELLIS TOWN DRIVE LOT 16	STANFORD/PLAN 3C/2945 SQ FT	19-4028	SFD	O										0					
	n/a	2680 ELLIS TOWN DRIVE LOT 15	STANFORD/PLAN 1A/2377 SQ FT	19-4029	SFD	O										0					
	n/a	2689 CORDELIA LANE LOT 36	STANFORD/PLAN 2A/2727 SQ FT	19-4030	SFD	O										0					
	n/a	2699 CORDELIA LANE LOT 35	STANFORD/PLAN 1B/2377 SQ FT	19-4031	SFD	O										0					
	n/a	2709 CORDELIA LANE LOT 34	STANFORD/PLAN 2C/2727 SQ FT	19-4032	SFD	O										0					
	n/a	2700 ELLIS TOWN DRIVE LOT 17	STANFORD/PLAN 2B/2727 SQ FT	19-4033	SFD	O										0					
	n/a	2710 ELLIS TOWN DRIVE LOT 18	STANFORD/PLAN 1C/2377 SQ FT	19-4034	SFD	O										0					
	n/a	2850 RIO GRANDE DRIVE LOT 218	ZEPHYR/PLAN 3B/2510 SQ FT	19-4035	SFD	O										0					
	n/a	2840 RIO GRANDE DRIVE LOT 217	ZEPHYR/PLAN 2D/2197 SQ FT	19-4036	SFD	O										0					
	n/a	2820 RIO GRANDE DRIVE LOT 215	ZEPHYR/PLAN 4A/2594 SQ FT	19-4037	SFD	O										0					
	n/a	2750 RIO GRANDE DRIVE LOT 214	ZEPHYR/PLAN 1C/2002 SQ FT	19-4038	SFD	O										0					
	n/a	2740 RIO GRANDE DRIVE LOT 213	ZEPHYR/PLAN 4C/2594 SQ FT	19-4039	SFD	O										0					
	n/a	2730 RIO GRANDE DRIVE LOT 212	ZEPHYR/PLAN 3A/2510 SQ FT	19-4040	SFD	O										0					
	n/a	2720 RIO GRANDE DRIVE LOT 211	ZEPHYR/PLAN 4B/2594 SQ FT	19-4041	SFD	O										0					
	n/a	2699 NORTHINGTON DRIVE LOT 170	ZEPHYR/PLAN 3B/2510 SQ FT	19-4042	SFD	O										0					
	n/a	2709 NORTHINGTON DRIVE LOT 169	ZEPHYR/PLAN 1A/2002 SQ FT	19-4047	SFD	O										0					
	n/a	2719 NORTHINGTON DRIVE LOT 168	ZEPHYR/PLAN 2D/2197 SQ FT	19-4048	SFD	O										0					
	n/a	2789 GOLD RUN STREET LOT 166	ZEPHYR/PLAN 1D/2002 SQ FT	19-4049	SFD	O										0					
	n/a	2799 GOLD RUN STREET LOT 165	ZEPHYR/PLAN 2B/2197 SQ FT	19-4050	SFD	O										0					
	n/a	2809 GOLD RUN STREET LOT 164	ZEPHYR/PLAN 4A/2594 SQ FT	19-4051	SFD	O										0					
	n/a	2819 GOLD RUN STREET LOT 163	ZEPHYR/PLAN 1C/2002 SQ FT	19-4052	SFD	O										0					

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

	n/a	2829 GOLD RUN STREET LOT 162	ZEPHYR/PLAN 4D/2594 SQ FT	19-4053	SFD	O										0					
	n/a	2830 RIO GRANDE DRIVE LOT 216	ZEPHYR/PLAN 2B/2197 SQ FT	19-4054	SFD	O										0					
	24066037	2497 SWEETBAY CIRCLE LOT 8	SOUTHGATE LOT A 1943SQFT PLAN 2 ELEV. D	19-4061	SFD	O										0					
	n/a	2779 GOLD RUN STREET LOT 167	ZEPHYR/PLAN 3C/2510 SQ FT	19-4062	SFD	O										0					
	24066037	125 ALBA WAY LOT 11	SOUTHGATE LOT A 2144 SQFT PLAN 4 ELEV. H	19-4066	SFD	O										0					
	24066037	124 ALBA WAY LOT 12	SOUTHGATE LOT A 2144 SQFT PLAN 4 ELEV. I	19-4067	SFD	O										0					
	24066037	2469 SWEETBAY CIRCLE LOT 13	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV. H	19-4068	SFD	O										0					
	24066037	2463 SWEETBAY CIRCLE LOT 14	SOUTHGATE LOT A 2144 SQFT PLAN 4 ELEV. I	19-4069	SFD	O										0					
	24066037	2408 SWEETBAY CIRCLE LOT 29	SOUTHGATE LOT A 1943SQFT PLAN 2 ELEV. D	19-4070	SFD	O										0					
	24066037	2404 SWEETBAY CIRCLE LOT 30	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV. H	19-4071	SFD	O										0					
	24066037	2520 SWEETBAY CIRCLE LOT 31	SOUTHGATE LOT A 2144 SQFT PLAN 4 ELEV. I	19-4072	SFD	O										0					
	24066037	2504 SWEETBAY CIRCLE LOT 32	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV. H	19-4073	SFD	O										0					
	24066037	2500 SWEETBAY CIRCLE LOT 33	SOUTHGATE LOT A 1943SQFT PLAN 2 ELEV. D	19-4074	SFD	O										0					
	24066037	2496 SWEETBAY CIRCLE LOT 34	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV. H	19-4075	SFD	O										0					
	24066037	2492 SWEETBAY CIRCLE LOT 35	SOUTHGATE LOT A 1943SQFT PLAN 2 ELEV. D	19-4076	SFD	O										0					
	24066037	2488 SWEETBAY CIRCLE LOT 36	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV. H	19-4077	SFD	O										0					
	24066037	2484 SWEETBAY CIRCLE LOT 37	SOUTHGATE LOT A 1943SQFT PLAN 2 ELEV. D	19-4078	SFD	O										0					
	24066037	2480 SWEETBAY CIRCLE LOT 38	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV. H	19-4079	SFD	O										0					
	24066037	2476 SWEETBAY CIRCLE LOT 39	SOUTHGATE LOT A 1943SQFT PLAN 2 ELEV. D	19-4080	SFD	O										0					
	24066037	2472 SWEETBAY CIRCLE LOT 40	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV. H	19-4081	SFD	O										0					
	24066037	2468 SWEETBAY CIRCLE LOT 41	SOUTHGATE LOT A 1943SQFT PLAN 2 ELEV. D	19-4082	SFD	O										0					
	24066037	2464 SWEETBAY CIRCLE LOT 42	SOUTHGATE LOT A 2078SQFT PLAN 3 ELEV. D	19-4083	SFD	O										0					
	21452012	2482 N ALTOGA AV	1867 SQ FT NEW SFD	19-4095	SFD	O										0					
	21446003	501 W HINTZ AV	NEW TWO STORY FOUR UNIT APARTMENT BLDG	19-4136	2 to 4	R										0					
	24066037	2461 SWEETBAY CIRCLE LOT 15	SOUTHGATE LOT A 2086SQFT PLAN 3 ELEV. D	19-4166	SFD	O										0					
	24066037	2449 SWEETBAY CIRCLE LOT 18	SOUTHGATE LOT A 2078SQFT PLAN 3 ELEV. D	19-4167	SFD	O										0					

Jurisdiction	Tracy
Reporting Year	2020 (Jan. 1 - Dec. 31)

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

	24249007	1607 BUTTERCUP LN LOT 68	SUNGOLD/PLAN 1C/2190SQ'	RES20-0418	SFD	O									0						
	24249008	1597 BUTTERCUP LN LOT 69	SUNGOLD/PLAN 4B/2888SQ' W/CA ROOM	RES20-0419	SFD	O									0						
	24249009	2428 SUNFLOWER LN LOT 70	SUNGOLD/PLAN 3A/2643SQ' W/CA ROOM	RES20-0420	SFD	O									0						
	24249010	2448 SUNFLOWER LN LOT 71	SUNGOLD/PLAN 2D/2342SQ' W/CA ROOM	RES20-0421	SFD	O									0						
	24249011	2468 SUNFLOWER LN LOT 72	SUNGOLD/PLAN 1C/2190SQ' W/CA ROOM	RES20-0422	SFD	O									0						
	24249012	2488 SUNFLOWER LN LOT 73	SUNGOLD/PLAN 4B/2888SQ' W/CA ROOM	RES20-0423	SFD	O									0						
	24249013	2498 SUNFLOWER LN LOT 74	SUNGOLD/PLAN 1A/2190SQ' W/CA ROOM	RES20-0424	SFD	O									0						
	24249014	2528 SUNFLOWER LN LOT 75	SUNGOLD/PLAN 3C/2643SQ' W/CA ROOM	RES20-0426	SFD	O									0						
	24249015	2538 SUNFLOWER LN LOT 76	SUNGOLD/PLAN 4D/2888SQ' W/CA ROOM	RES20-0427	SFD	O									0						
	24249016	2548 SUNFLOWER LN LOT 77	SUNGOLD/PLAN 3B/2643SQ' W/CA ROOM	RES20-0428	SFD	O									0						
	24249017	2588 SUNFLOWER LN LOT 78	SUNGOLD/PLAN 4C/2888SQ' W/CA ROOM	RES20-0430	SFD	O									0						
	24249018	2598 SUNFLOWER LN LOT 79	SUNGOLD/PLAN 1A/2190SQ' W/CA ROOM	RES20-0431	SFD	O									0						
	24249019	1582 IVY LN LOT 80	SUNGOLD/PLAN 3B/2643SQ' W/CA ROOM	RES20-0432	SFD	O									0						
	24249023	1622 IVY LN LOT 84	SUNGOLD/PLAN 3C/2643SQ' W/CA ROOM	RES20-0433	SFD	O									0						
	24249020	1592 IVY LN LOT 81	SUNGOLD/PLAN 1E/2190SQ'	RES20-0434	SFD	O									0						
	24249021	1602 IVY LN LOT 82	SUNGOLD/PLAN 2A/2342SQ' W/CA ROOM	RES20-0435	SFD	O									0						
	24249022	1612 IVY LN LOT 83	SUNGOLD/PLAN 4B/2888SQ' W/CA ROOM	RES20-0436	SFD	O									0						
	24249024	1632 IVY LN LOT 85	SUNGOLD/PLAN 4A/2888SQ' W/CA ROOM	RES20-0438	SFD	O									0						
	24249025	1642 IVY LN LOT 86	SUNGOLD/PLAN 1E/2190SQ' W/CA ROOM	RES20-0439	SFD	O									0						
	24249026	1652 IVY LN LOT 87	SUNGOLD/PLAN 2A/2342SQ' W/CA ROOM	RES20-0440	SFD	O									0						
	24249027	1662 IVY LN LOT 88	SUNGOLD/PLAN 3D/2643SQ' W/CA ROOM	RES20-0441	SFD	O									0						
	24249028	1672 IVY LN LOT 89	SUNGOLD/PLAN 4B/2888SQ' W/CA ROOM	RES20-0442	SFD	O									0						
	24249029	1671 IVY LN LOT 90	SUNGOLD/PLAN 3A/2643SQ' W/CA ROOM	RES20-0443	SFD	O									0						
	24249030	1661 IVY LN LOT 91	SUNGOLD/PLAN 4C/2888SQ' W/CA ROOM	RES20-0444	SFD	O									0						
	24249031	1651 IVY LN LOT 92	SUNGOLD/PLAN 1B/2190SQ' W/CA ROOM	RES20-0445	SFD	O									0						
	24249032	1641 IVY LN LOT 93	SUNGOLD/PLAN 2C/2342SQ' W/CA ROOM	RES20-0446	SFD	O									0						

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

	n/a	1141 DOMINIQUE DRIVE LOT 43	ELISSAGARAY/PLA N1C/2405 SQ/LOT 43	RES20-1195	SFD	O									0					
	n/a	1131 DOMINIQUE DRIVE LOT 44	ELISSAGARAY/PLA N1A/2405 SQ/LOT 44	RES20-1196	SFD	O									0					
	n/a	2679 NORTHINGTON DRIVE LOT 172	ZEPHYR/PLAN 2A/2197 SQ FT	RES20-1218	SFD	O									0					
	n/a	2680 RIO GRANDE DRIVE LOT 207	ZEPHYR/PLAN 4D/2594 SQ FT	RES20-1219	SFD	O									0					
	n/a	2690 RIO GRANDE DRIVE LOT 208	ZEPHYR/PLAN 1A/2002 SQ FT	RES20-1220	SFD	O									0					
	n/a	2610 ELLIS TOWN DRIVE LOT 8	STANFORD/PLAN 2B/3194 SQ FT	RES20-1221	SFD	O									0					
	n/a	2620 ELLIS TOWN DRIVE LOT 9	STANFORD/PLAN 3A/3412 SQ FT	RES20-1222	SFD	O									0					
	n/a	2609 CORDELIA LANE LOT 44	STANFORD/PLAN 1A/2377 SQ FT	RES20-1223	SFD	O									0					
	n/a	2798 TOSTALINDA DRIVE LOT 1	FDN ONLY - VANTAGE/PLAN 1C/2155SQ FT	RES20-1237	SFD	O									0					
	n/a	2748 TOSTALINDA DRIVE LOT 6	FDN ONLY - VANTAGE/PLAN 5A-R/1729 SQ FT	RES20-1238	SFD	O									0					
	n/a	2728 TOSTALINDA DRIVE LOT 8	FDN ONLY - VANTAGE/PLAN 5C-R/1729 SQ FT	RES20-1240	SFD	O									0					
	n/a	2718 TOSTALINDA DRIVE LOT 9	FDN ONLY - VANTAGE/PLAN 1A/2155SQ FT	RES20-1241	SFD	O									0					
	n/a	2708 TOSTALINDA DRIVE LOT 10	FDN ONLY - VANTAGE/PLAN 4B-R/2648SQ FT	RES20-1242	SFD	O									0					
	n/a	2688 TOSTALINDA DRIVE LOT 12	FDN ONLY - VANTAGE/PLAN 4A/2648SQ FT	RES20-1244	SFD	O									0					
	n/a	6716 KILN PLACE LOT 13	FDN ONLY - VANTAGE/PLAN 4B/2648SQ FT	RES20-1245	SFD	O									0					
	n/a	6652 STARCROSS DRIVE LOT 33	FDN ONLY - VANTAGE/PLAN 2A/2340SQ FT	RES20-1246	SFD	O									0					
	n/a	6653 KITTINGER LANE LOT34	FDN ONLY - VANTAGE/PLAN 5B-R/1729 SQ FT	RES20-1247	SFD	O									0					
	n/a	6654 KITTINGER LANE LOT 45	FDN ONLY - VANTAGE/PLAN 2A/2340SQ FT	RES20-1249	SFD	O									0					
	n/a	2739 TOSTALINDA DRIVE LOT 46	FDN ONLY - VANTAGE/PLAN 5B/1729 SQ FT	RES20-1250	SFD	O									0					
	n/a	2819 TOSTALINDA DRIVE LOT 138	FDN ONLY - VANTAGE/PLAN 2C/2340SQ FT	RES20-1251	SFD	O									0					
	n/a	2829 TOSTALINDA DRIVE LOT 139	FDN ONLY - VANTAGE/PLAN 1B-R/2155SQ FT	RES20-1252	SFD	O									0					
	n/a	2839 TOSTALINDA DRIVE LOT 140	FDN ONLY - VANTAGE/PLAN 2C/2340SQ FT	RES20-1253	SFD	O									0					
	n/a	2859 TOSTALINDA PLACE LOT 142	FDN ONLY - VANTAGE/PLAN 4B/2648SQ FT	RES20-1255	SFD	O									0					
	n/a	2869 TOSTALINDA DRIVE LOT 143	FDN ONLY - VANTAGE/PLAN 1C-R/2155SQ FT	RES20-1256	SFD	O									0					
	n/a	2879 TOSTALINDA DRIVE LOT 144	FDN ONLY - VANTAGE/PLAN 4A/2648SQ FT	RES20-1257	SFD	O									0					
	n/a	2889 TOSTALINDA DRIVE LOT 145	FDN ONLY - VANTAGE/PLAN 3B-R/2565SQ FT	RES20-1258	SFD	O									0					

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

	n/a	2899 TOSTALINDA DRIVE LOT 146	FDN ONLY - VANTAGE/PLAN 4C/2648SQ FT	RES20-1259	SFD	O																
	n/a	2929 TOSTALINDA DRIVE LOT 147	FDN ONLY - VANTAGE/PLAN 1A-R/2155SQ FT	RES20-1260	SFD	O										0						
	n/a	2939 TOSTALINDA DRIVE LOT 148	FDN ONLY - VANTAGE/PLAN 2B/2340SQ FT	RES20-1304	SFD	O										0						
	n/a	2949 TOSTALINDA DRIVE LOT 149	FDN ONLY - VANTAGE/PLAN 3C-R/2565SQ FT	RES20-1305	SFD	O										0						
	n/a	2959 TOSTALINDA DRIVE LOT 150	FDN ONLY - VANTAGE/PLAN 4A/2648SQ FT	RES20-1306	SFD	O										0						
	n/a	2979 TOSTALINDA DRIVE LOT 151	FDN ONLY - VANTAGE/PLAN 1B-R/2155SQ FT	RES20-1307	SFD	O										0						
	n/a	2999 TOSTALINDA DRIVE LOT 152	FDN ONLY - VANTAGE/PLAN 2C/2340SQ FT	RES20-1308	SFD	O										0						
	n/a	2998 TOSTALINDA DRIVE LOT 164	FDN ONLY - VANTAGE/PLAN 5C-R/1729 SQ FT	RES20-1326	SFD	O										0						
	n/a	2988 TOSTALINDA DRIVE LOT 165	FDN ONLY - VANTAGE/PLAN 2A/2340SQ FT	RES20-1327	SFD	O										0						
	n/a	2978 TOSTALINDA DRIVE LOT 166	FDN ONLY - VANTAGE/PLAN 3B-R/2565SQ FT	RES20-1328	SFD	O										0						
	n/a	2968 TOSTALINDA DRIVE LOT 167	FDN ONLY - VANTAGE/PLAN 5C/1729 SQ FT	RES20-1329	SFD	O										0						
	n/a	2958 TOSTALINDA DRIVE LOT 168	FDN ONLY - VANTAGE/PLAN 4B-R/2648SQ FT	RES20-1330	SFD	O										0						
	n/a	2948 TOSTALINDA DRIVE LOT 169	FDN ONLY - VANTAGE/PLAN 5A/1729 SQ FT	RES20-1331	SFD	O										0						
	n/a	2938 TOSTALINDA DRIVE LOT 170	FDN ONLY - VANTAGE/PLAN 2C-R/2340SQ FT	RES20-1332	SFD	O										0						
	n/a	2928 TOSTALINDA DRIVE LOT 171	FDN ONLY - VANTAGE/PLAN 3A/2565SQ FT	RES20-1333	SFD	O										0						
	n/a	2918 TOSTALINDA DRIVE LOT 172	FDN ONLY - VANTAGE/PLAN 5B-R/1729 SQ FT	RES20-1334	SFD	O										0						
	n/a	2908 TOSTALINDA DRIVE LOT 173	FDN ONLY - VANTAGE/PLAN 1C/2155SQ FT	RES20-1336	SFD	O										0						
	n/a	2898 TOSTALINDA DRIVE LOT 174	FDN ONLY - VANTAGE/PLAN 5A-R/1729 SQ FT	RES20-1338	SFD	O										0						
	n/a	2888 TOSTALINDA DRIVE LOT 175	FDN ONLY - VANTAGE/PLAN 3C/2565SQ FT	RES20-1340	SFD	O										0						
	n/a	2878 TOSTALINDA DRIVE LOT 176	FDN ONLY - VANTAGE/PLAN 5B-R/1729 SQ FT	RES20-1341	SFD	O										0						
	n/a	2868 TOSTALINDA DRIVE LOT 177	FDN ONLY - VANTAGE/PLAN 2A/2340SQ FT	RES20-1342	SFD	O										0						
	n/a	2858 TOSTALINDA DRIVE LOT 178	FDN ONLY - VANTAGE/PLAN 3B-R/2565SQ FT	RES20-1343	SFD	O										0						
	n/a	2848 TOSTALINDA DRIVE LOT 179	FDN ONLY - VANTAGE/PLAN 5C/1729 SQ FT	RES20-1345	SFD	O										0						
	n/a	2838 TOSTALINDA DRIVE LOT 180	FDN ONLY - VANTAGE/PLAN 1A-R/2155SQ FT	RES20-1346	SFD	O										0						
	n/a	2828 TOSTALINDA DRIVE LOT 181	FDN ONLY - VANTAGE/PLAN 2B/2340SQ FT	RES20-1347	SFD	O										0						
	n/a	2818 TOSTALINDA DRIVE LOT 182	FDN ONLY - VANTAGE/PLAN 1A-R/2155SQ FT	RES20-1348	SFD	O										0						

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

	n/a	2752 BREWER STREET LOT 108	BERKSHIRE/PLAN 3D/3129 SQ FT	RES20-1379	SFD	O									0						
	n/a	2742 BREWER STREET LOT 109	BERKSHIRE/PLAN 2A/2979 SQ FT	RES20-1380	SFD	O									0						
	n/a	2732 BREWER STREET LOT 110	BERKSHIRE/PLAN 3B/3129 SQ FT	RES20-1381	SFD	O									0						
	n/a	2722 BREWER STREET LOT 111	BERKSHIRE/PLAN 4A/3613 SQ FT	RES20-1382	SFD	O									0						
	n/a	2723 BREWER STREET LOT 118	BERKSHIRE/PLAN 2C/2979 SQ FT	RES20-1383	SFD	O									0						
	n/a	2733 BREWER STREET LOT 119	BERKSHIRE/PLAN 1D/2865 SQ FT	RES20-1384	SFD	O									0						
	n/a	2743 BREWER STREET LOT 120	BERKSHIRE/PLAN 3A/3129 SQ FT	RES20-1385	SFD	O									0						
	n/a	2520 ELLIS TOWN DRIVE LOT 1	STANFORD/PLAN 1B/2377 SQ FT	RES20-1386	SFD	O									0						
	n/a	2530 ELLIS TOWN DRIVE LOT 2	STANFORD/PLAN 3A/3412 SQ FT	RES20-1387	SFD	O									0						
	n/a	2540 ELLIS TOWN DRIVE LOT 3	STANFORD/PLAN 2A/2727 SQ FT	RES20-1388	SFD	O									0						
	n/a	2550 ELLIS TOWN DRIVE LOT 4	STANFORD/PLAN 3B/2945 SQ FT	RES20-1389	SFD	O									0						
	n/a	2560 ELLIS TOWN DRIVE LOT 5	STANFORD/PLAN 1C/2377 SQ FT	RES20-1390	SFD	O									0						
	n/a	2570 ELLIS TOWN DRIVE LOT 6	STANFORD/PLAN 2B/3194 SQ FT	RES20-1391	SFD	O									0						
	n/a	2600 ELLIS TOWN DRIVE LOT 7	STANFORD/PLAN 3A/2945 SQ FT	RES20-1392	SFD	O									0						
	n/a	2599 CORDELIA LANE LOT 45	STANFORD/PLAN 3C/3412 SQ FT	RES20-1393	SFD	O									0						
	n/a	2579 CORDELIA LANE LOT 46	STANFORD/PLAN 2A/2727 SQ FT	RES20-1394	SFD	O									0						
	n/a	2569 CORDELIA LANE LOT 47	STANFORD/PLAN 3B/2945 SQ FT	RES20-1395	SFD	O									0						
	n/a	2559 CORDELIA LANE LOT 48	STANFORD/PLAN 1B/2377 SQ FT	RES20-1396	SFD	O									0						
	n/a	2549 CORDELIA LANE LOT 49	STANFORD/PLAN 3A/2945 SQ FT	RES20-1397	SFD	O									0						
	n/a	2539 CORDELIA LANE LOT 50	STANFORD/PLAN 2C/3194 SQ FT	RES20-1398	SFD	O									0						
	n/a	2529 CORDELIA LANE LOT 51	STANFORD/PLAN 2B/2727 SQ FT	RES20-1399	SFD	O									0						
	n/a	2669 NORTHINGTON LOT 173	ZEPHYR/PLAN 3C/2510 SQ FT	RES20-1400	SFD	O									0						
	n/a	2659 NORTHINGTON DRIVE LOT 174	ZEPHYR/PLAN 1A/2002 SQ FT	RES20-1401	SFD	O									0						
	n/a	2649 NORTHINGTON DRIVE LOT 175	ZEPHYR/PLAN 4B/2594 SQ FT	RES20-1402	SFD	O									0						
	n/a	2660 RIO GRANDE DRIVE LOT 205	ZEPHYR/PLAN 4A/2594 SQ FT	RES20-1403	SFD	O									0						
	n/a	2670 RIO GRANDE DRIVE LOT 206	ZEPHYR/PLAN 3B/2510 SQ FT	RES20-1404	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 6- PLAN 3- PARTIAL PLUMBING	RES20-1685	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 7- PLAN 2R- PARTIAL PLUMBING FEE	RES20-1692	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 9- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1693	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 8- PLAN 3- PARTIAL PLUMBING FEE	RES20-1694	SFD	O									0						

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

	25303713	n/a	VILLAGE 7C LOT 10- PLAN 2- PARTIAL PLUMBING FEE	RES20-1695	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 11- PLAN 3- PARTIAL PLUMBING FEE	RES20-1696	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 12- PLAN 2R- PARTIAL PLUMBING FEE	RES20-1697	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 13- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1698	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 14- PLAN 2- PARTIAL PLUMBING FEE	RES20-1699	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 17- PLAN 2R- PARTIAL PLUMBING FEE	RES20-1700	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 18- PLAN 3- PARTIAL PLUMBING FEE	RES20-1701	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 19- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1702	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 20- PLAN 2- PARTIAL PLUMBING FEE	RES20-1703	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 21- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1704	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 22- PLAN 3- PARTIAL PLUMBING FEE	RES20-1705	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 23- PLAN 2R- PARTIAL PLUMBING FEE	RES20-1706	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 24- PLAN 3- PARTIAL PLUMBING FEE	RES20-1707	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 25- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1708	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 26- PLAN 2- PARTIAL PLUMBING FEE	RES20-1709	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 27- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1710	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 28- PLAN 3- PARTIAL PLUMBING FEE	RES20-1711	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 29- PLAN 3- PARTIAL PLUMBING FEE	RES20-1712	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 30- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1713	SFD	O									0						

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

	25303713	n/a	VILLAGE 7C LOT 31- PLAN 3- PARTIAL PLUMBING FEE	RES20-1714	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 32- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1715	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 33- PLAN 2- PARTIAL PLUMBING FEE	RES20-1716	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 34- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1717	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 35- PLAN 3- PARTIAL PLUMBING FEE	RES20-1718	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 36- PLAN 2R- PARTIAL PLUMBING FEE	RES20-1719	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 37- PLAN 3- PARTIAL PLUMBING FEE	RES20-1720	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 38- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1721	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 39- PLAN 2- PARTIAL PLUMBING FEE	RES20-1722	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 40- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1723	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 41- PLAN 3- PARTIAL PLUMBING FEE	RES20-1724	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 42- PLAN 2R- PARTIAL PLUMBING FEE	RES20-1725	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 43- PLAN 3- PARTIAL PLUMBING FEE	RES20-1726	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT44- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1727	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 45- PLAN 3- PARTIAL PLUMBING FEE	RES20-1728	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 46- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1729	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 47- PLAN 2- PARTIAL PLUMBING FEE	RES20-1730	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 48- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1731	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 49- PLAN 3- PARTIAL PLUMBING FEE	RES20-1732	SFD	O									0						

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

	25303713	n/a	VILLAGE 7C LOT 50- PLAN 2R- PARTIAL PLUMBING FEE	RES20-1733	SFD	O									0						
	25303713	n/a	VILLAGE 7C LOT 51- PLAN 2- PARTIAL PLUMBING FEE	RES20-1734	SFD	O									0						
	25310023	n/a	KT PROJECT LOT 128 PLAN 1- PARTIAL PLUMBING FEE	RES20-1741	SFD	O									0						
	25310023	n/a	KT PROJECT LOT 126 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1742	SFD	O									0						
	25310023	n/a	KT PROJECT LOT 127 PLAN 3R- PARTIAL PLUMBING FEE	RES20-1743	SFD	O									0						
	25310023	n/a	KT PROJECT LOT 136 PLAN 4- PARTIAL PLUMBING FEE	RES20-1745	SFD	O									0						
	25310023	n/a	KT PROJECT LOT 129 PLAN 1- PARTIAL PLUMBING FEE	RES20-1746	SFD	O									0						
	25310023	n/a	KT PROJECT LOT 130 PLAN 3R- PARTIAL PLUMBING FEE	RES20-1747	SFD	O									0						
	25310023	n/a	KT PROJECT LOT 131 PLAN 1- PARTIAL PLUMBING FEE	RES20-1748	SFD	O									0						
	25310023	n/a	KT PROJECT LOT 132 PLAN 2- PARTIAL PLUMBING FEE	RES20-1749	SFD	O									0						
	25310023	n/a	KT PROJECT LOT 133 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1750	SFD	O									0						
	25310023	n/a	KT PROJECT LOT 134 PLAN 3R- PARTIAL PLUMBING FEE	RES20-1751	SFD	O									0						
	25310023	n/a	KT PROJECT LOT 135 PLAN 1- PARTIAL PLUMBING FEE	RES20-1752	SFD	O									0						
	25310015	n/a	KT PROJECT LOT 137 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1753	SFD	O									0						
	25310015	n/a	KT PROJECT LOT 138 PLAN 4- PARTIAL PLUMBING FEE	RES20-1754	SFD	O									0						
	25310015	n/a	KT PROJECT LOT 139 PLAN 4R- PARTIAL PLUMBING FEE	RES20-1755	SFD	O									0						
	25310015	n/a	KT PROJECT LOT 140 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1756	SFD	O									0						
	25310015	n/a	KT PROJECT LOT 141 PLAN 4- PARTIAL PLUMBING FEE	RES20-1757	SFD	O									0						
	25310015	n/a	KT PROJECT LOT 142 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1758	SFD	O									0						

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

	25310015	n/a	KT PROJECT LOT 162 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1779	SFD	O										0					
	25310015	n/a	KT PROJECT LOT 163 PLAN 4- PARTIAL PLUMBING FEE	RES20-1780	SFD	O										0					
	25310015	n/a	KT PROJECT LOT 164 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1781	SFD	O										0					
	25310015	n/a	KT PROJECT LOT 165 PLAN 4- PARTIAL PLUMBING FEE	RES20-1782	SFD	O										0					
	25310015	n/a	KT PROJECT LOT 184 PLAN 2- PARTIAL PLUMBING FEE	RES20-1783	SFD	O										0					
	25310015	n/a	KT PROJECT LOT 185 PLAN 1- PARTIAL PLUMBING FEE	RES20-1784	SFD	O										0					
	25310015	n/a	KT PROJECT LOT 186 PLAN 3R- PARTIAL PLUMBING FEE	RES20-1785	SFD	O										0					
	25310015	n/a	KT PROJECT LOT 189 PLAN 4R- PARTIAL PLUMBING FEE	RES20-1786	SFD	O										0					
	n/a	6416 CALLAWAY DRIVE	MODEL ELAN LOT 27 PLAN 3C	RES20-1787	SFD	O										0					
	n/a	6406 CALLAWAY DRIVE	MODEL ELAN LOT 28 PLAN 2B	RES20-1788	SFD	O										0					
	n/a	6396 CALLAWAY DRIVE	MODEL ELAN LOT 29 PLAN 1A	RES20-1789	SFD	O										0					
	n/a	6188 GRANVILLE STREET	ELAN LOT 6 PLAN 1A-R- PARTIAL PLUMBING FEE	RES20-1793	SFD	O										0					
	n/a	6198 GRANVILLE STREET	ELAN LOT 7 PLAN 2B- PARTIAL PLUMBING FEE	RES20-1794	SFD	O										0					
	n/a	6208 GRANVILLE STREET	ELAN LOT 8 PLAN 3A- PARTIAL PLUMBING FEE	RES20-1795	SFD	O										0					
	n/a	6218 GRANVILLE STREET	ELAN LOT 9 PLAN 1B-R- PARTIAL PLUMBING FEE	RES20-1796	SFD	O										0					
	n/a	6228 GRANVILLE STREET	ELAN LOT 10 PLAN 2A- PARTIAL PLUMBING FEE	RES20-1797	SFD	O										0					
	n/a	6238 GRANVILLE STREET	ELAN LOT 11 PLAN 1C- PARTIAL PLUMBING FEE	RES20-1798	SFD	O										0					
	n/a	6248 GRANVILLE STREET	ELAN LOT 12 PLAN 3A-R- PARTIAL PLUMBING FEE	RES20-1799	SFD	O										0					
	n/a	6258 GRANVILLE STREET	ELAN LOT 13 PLAN 2C-R- PARTIAL PLUMBING FEE	RES20-1800	SFD	O										0					
	n/a	6325 CALLAWAY DRIVE	ELAN LOT 43 PLAN 1A- PARTIAL PLUMBING FEE	RES20-1807	SFD	O										0					
	n/a	6315 CALLAWAY DRIVE	ELAN LOT 44 PLAN 3A- PARTIAL PLUMBING FEE	RES20-1808	SFD	O										0					
	n/a	6305 CALLAWAY DRIVE	ELAN LOT 45 PLAN 2C-R- PARTIAL PLUMBING FEE	RES20-1809	SFD	O										0					
	n/a	6295 CALLAWAY DRIVE	ELAN LOT 46 PLAN 1B-R PARTIAL PLUMBING FEE	RES20-1810	SFD	O										0					

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

	n/a	2777 TEAGARDEN PLACE	ELAN LOT 61 PLAN 1C PARTIAL PLUMBING FEE	RES20-1815	SFD	O									0						
	n/a	2787 TEAGARDEN PLACE	ELAN LOT 62 PLAN 3A- PARTIAL PLUMBING FEE	RES20-1816	SFD	O									0						
	n/a	2797 SASSER PLACE	ELAN LOT 63 PLAN 2B-R- PARTIAL PLUMBING FEE	RES20-1817	SFD	O									0						
	n/a	6375 CALLAWAY DRIVE	ELAN LOT 38 PLAN 3C-R- PARTIAL PLUMBING FEE	RES20-1818	SFD	O									0						
	n/a	6365 CALLAWAY DRIVE	ELAN LOT 39 PLAN 2B- PARTIAL PLUMBING FEE	RES20-1819	SFD	O									0						
	n/a	6355 CALLAWAY DRIVE	ELAN LOT 40 PLAN 1C-R- PARTIAL PLUMBING FEE	RES20-1820	SFD	O									0						
	n/a	6345 CALLAWAY STREET	ELAN LOT41 PLAN 3B- PARTIAL PLUMBING FEE	RES20-1821	SFD	O									0						
	n/a	6335 CALLAWAY DRIVE	ELAN LOT42 PLANB 2R PARTIAL PLUMBING FEE	RES20-1822	SFD	O									0						
	n/a	2796 TEAGARDEN PLACE	ELAN LOT 64 PLAN 1C-R- PARTIAL PLUMBING FEE	RES20-1823	SFD	O									0						
	n/a	2786 TEAGARDEN PLACE	ELAN LOT 65 PLAN 2A-R- PARTIAL PLUMBING FEE	RES20-1824	SFD	O									0						
	n/a	2776 TEAGARDEN PLACE	ELAN LOT 66 PLAN 3B-R- PARTIAL PLUMBING FEE	RES20-1825	SFD	O									0						
	n/a	2765 DUNSMUIR PLACE	ELAN LOT 67 PLAN 1B- PARTIAL PLUMBING FEE	RES20-1826	SFD	O									0						
	n/a	2775 DUNSMUIR PLACE	ELAN LOT 68 PLAN 2C- PARTIAL PLUMBING FEE	RES20-1827	SFD	O									0						
	n/a	2785 DUNSMUIR PLACE	ELAN LOT 69 PLAN 1A- PARTIAL PLUMBING FEE	RES20-1828	SFD	O									0						
	n/a	2795 DUNSMUIR PLACE	ELAN LOT 70 PLAN 3A-R- PARTIAL PLUMBING FEE	RES20-1829	SFD	O									0						
	n/a	6268 GRANVILLE STREET	ELAN LOT 14 PLAN 1B- PARTIAL PLUMBING FEE	RES20-1830	SFD	O									0						
	n/a	6278 GRANVILLE STREET	ELAN LOT 15 PLAN 2A-R PARTIAL PLUMBING FEE	RES20-1831	SFD	O									0						
	n/a	6288 GRANVILLE STREET	ELAN LOT 16 PLAN 3C- PARTIAL PLUMBING FEE	RES20-1832	SFD	O									0						
	n/a	6298 GRANVILLE STREET	ELAN LOT 17 PLAN 2B-R- PARTIAL PLUMBING FEE	RES20-1833	SFD	O									0						
	n/a	2623 CALLAWAY COURT	ELAN LOT 18 PLAN 1C-R- PARTIAL PLUMBING FEE	RES20-1834	SFD	O									0						
	n/a	2603 CALLAWAY COURT	ELAN LOT 19 PLAN 3B- PARTIAL PLUMBING FEE	RES20-1835	SFD	O									0						
	n/a	2562 CALLAWAY COURT	ELAN LOT 20 PLAN 3A-R- PARTIAL PLUMBING FEE	RES20-1836	SFD	O									0						

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

	n/a	2582 CALLAWAY COURT	ELAN LOT 21 PLAN 1A-R- PARTIAL PLUMBING FEE	RES20-1837	SFD	O									0					
	n/a	2602 CALLAWAY COURT	ELAN LOT 22 PLAN 2C- PARTIAL PLUMBING FEE	RES20-1838	SFD	O									0					
	n/a	2622 CALLAWAY COURT	ELAN LOT 23 PLAN 1B-R- PARTIAL PLUMBING FEE	RES20-1839	SFD	O									0					
	n/a	6386 CALLAWAY DRIVE	ELAN LOT 30 PLAN 3B-R- PARTIAL PLUMBING FEE	RES20-1840	SFD	O									0					
	n/a	2794 DUNSMUIR PLACE	ELAN LOT 31 PLAN 3C- PARTIAL PLUMBING FEE	RES20-1841	SFD	O									0					
	n/a	2784 DUNSMUIR COURT	ELAN LOT 32 PLAN 1B-R- PARTIAL PLUMBING FEE	RES20-1842	SFD	O									0					
	n/a	6257 GRANVILLE STREET	ELAN LOT 33 PLAN 1A- PARTIAL PLUMBING FEE	RES20-1843	SFD	O									0					
	n/a	6267 GRANVILLE STREET	ELAN LOT 34 PLAN 3B-R- PARTIAL PLUMBING FEE	RES20-1844	SFD	O									0					
	n/a	6277 GRANVILLE STREET	ELAN LOT 35 PLAN 2C-R PARTIAL PLUMBING FEE	RES20-1845	SFD	O									0					
	n/a	6425 CALLAWAY DRIVE	ELAN LOT 24 PLAN 3B-R- PARTIAL PLUMBING FEE	RES20-1846	SFD	O									0					
	n/a	6415 CALLAWAY DRIVE	ELAN LOT 25 PLAN 2B-R - PARTIAL PLUMBING FEE	RES20-1847	SFD	O									0					
	n/a	6405 CALLAWAY DRIVE	ELAN LOT 26 PLAN 1B- PARTIAL PLUMBING FEE	RES20-1848	SFD	O									0					
	n/a	6395 CALLAWAY DRIVE	ELAN LOT 36 PLAN 1C-R- PARTIAL PLUMBING FEE	RES20-1849	SFD	O									0					
	n/a	6385 CALLAWAY DRIVE	ELAN LOT 37 PLAN 2A - PARTIAL PLUMBING FEE	RES20-1850	SFD	O									0					
	n/a	2639 NORTHINGTON DRIVE LOT 176	ZEPHYR/PLAN 3D/2510 SQ FT	RES20-1861	SFD	O									0					
	n/a	2629 NORTHINGTON DRIVE LOT 177	ZEPHYR/PLAN 2A/2197 SQ FT	RES20-1862	SFD	O									0					
	n/a	2630 RIO GRANDE DRIVE LOT 202	ZEPHYR/PLAN 3D/2510 SQ FT	RES20-1863	SFD	O									0					
	n/a	2640 RIO GRANDE DRIVE LOT 203	ZEPHYR/PLAN 2B/2197 SQ FT	RES20-1864	SFD	O									0					
	n/a	2650 RIO GRANDE DRIVE LOT 204	ZEPHYR/PLAN 1C/2002 SQ FT	RES20-1865	SFD	O									0					
	n/a	2280 ELLIS TOWN DRIVE LOT 19	STANFORD/PLAN 3C/2945 SQ FT	RES20-1866	SFD	O									0					
	n/a	2299 JESSICA WAY LOT 23	STANFORD/PLAN 2B/3194 SQ FT	RES20-1867	SFD	O									0					
	n/a	2289 JESSICA WAY LOT 24	STANFORD/PLAN 3A/2945 SQ FT	RES20-1868	SFD	O									0					
	n/a	2702 BREWER STREET LOT 112	BERKSHIRE/PLAN 1D/2865 SQ FT	RES20-1869	SFD	O									0					
	n/a	2692 BREWER STREET LOT 113	BERKSHIRE/PLAN 2C/2979 SQ FT	RES20-1870	SFD	O									0					

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

	n/a	2683 BREWER STREET LOT 115	BERKSHIRE/PLAN 1A/2865 SQ FT	RES20-1871	SFD	O									0						
	n/a	2693 BREWER STREET LOT 116	BERKSHIRE/PLAN 4D/3613 SQ FT	RES20-1872	SFD	O									0						
	n/a	2703 BREWER STREET LOT 117	BERKSHIRE/PLAN 3B/3129 SQ FT	RES20-1873	SFD	O									0						
	n/a	2708 CORDELIA LANE LOT 140	BERKSHIRE/PLAN 2D/3613 SQ FT	RES20-1874	SFD	O									0						
	n/a	2698 CORDELIA LANE LOT 141	BERKSHIRE/PLAN 1A/2865 SQ FT	RES20-1875	SFD	O									0						
	n/a	2688 CORDELIA LANE LOT 142	BERKSHIRE/PLAN 4C/2979 SQ FT	RES20-1876	SFD	O									0						
	25310023	n/a	KT PROJECT LOT 1 PLAN 1- PARTIAL PLUMBING FEE	RES20-2140	SFD	O									0						
	25310023	n/a	KT PROJECT LOT 5 PLAN 1- PARTIAL PLUMBING FEE	RES20-2141	SFD	O									0						
	25310023	n/a	KT PROJECT LOT 9 PLAN 1- PARTIAL PLUMBING FEE	RES20-2142	SFD	O									0						
	25310023	n/a	KT PROJECT LOT 120 PLAN 1- PARTIAL PLUMBING FEE	RES20-2143	SFD	O									0						
	25310023	n/a	KT PROJECT LOT 124 PLAN 1- PARTIAL PLUMBING FEE	RES20-2144	SFD	O									0						
	25310023	n/a	KT PROJECT LOT 191 PLAN 1- PARTIAL PLUMBING FEE	RES20-2145	SFD	O									0						
	25310023	n/a	KT PROJECT LOT 196 PLAN 1- PARTIAL PLUMBING FEE	RES20-2146	SFD	O									0						
	25310023	n/a	KT PROJECT LOT 202 PLAN 1- PARTIAL PLUMBING FEE	RES20-2147	SFD	O									0						
	25310023	n/a	KT PROJECT LOT 208 PLAN 1- PARTIAL PLUMBING FEE	RES20-2148	SFD	O									0						
	25310023	n/a	KT PROJECT LOT 209 PLAN 2R- PARTIAL PLUMBING FEE	RES20-2149	SFD	O									0						
	25310023	n/a	KT PROJECT LOT 209 PLAN 2- PARTIAL PLUMBING FEE	RES20-2150	SFD	O									0						
	25310023	n/a	KT PROJECT LOT 205 PLAN 2R- PARTIAL PLUMBING FEE	RES20-2151	SFD	O									0						
	25310023	n/a	KT PROJECT LOT 203 PLAN 2- PARTIAL PLUMBING FEE	RES20-2152	SFD	O									0						
	25310023	n/a	KT PROJECT LOT 201 PLAN 2R- PARTIAL PLUMBING FEE	RES20-2153	SFD	O									0						
	25310023	n/a	KT PROJECT LOT 199 PLAN 2R- PARTIAL PLUMBING FEE	RES20-2154	SFD	O									0						
	25310023	n/a	KT PROJECT LOT 197PLAN 2- PARTIAL PLUMBING FEE	RES20-2155	SFD	O									0						
	25310023	n/a	KT PROJECT LOT 195 PLAN 2R- PARTIAL PLUMBING FEE	RES20-2156	SFD	O									0						

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

	25310023	n/a	KT PROJECT LOT 193 PLAN 2R- PARTIAL PLUMBING FEE	RES20-2157	SFD	O										0						
	25310023	n/a	KT PROJECT LOT 121 PLAN 2R- PARTIAL PLUMBING FEE	RES20-2158	SFD	O										0						
	25310023	n/a	KT PROJECT LOT 6 PLAN 2R- PARTIAL PLUMBING FEE	RES20-2159	SFD	O										0						
	25310023	n/a	KT PROJECT LOT 2 PLAN 2R- PARTIAL PLUMBING FEE	RES20-2160	SFD	O										0						
	25310023	n/a	KT PROJECT LOT 4 PLAN 3R- PARTIAL PLUMBING FEE	RES20-2162	SFD	O										0						
	25310023	n/a	KT PROJECT LOT 8 PLAN 3R- PARTIAL PLUMBING FEE	RES20-2163	SFD	O										0						
	25310023	n/a	KT PROJECT LOT 10 PLAN 3R- PARTIAL PLUMBING FEE	RES20-2164	SFD	O										0						
	25310023	n/a	KT PROJECT LOT 123 PLAN 3R- PARTIAL PLUMBING FEE	RES20-2165	SFD	O										0						
	25310023	n/a	KT PROJECT LOT 190PLAN 3R- PARTIAL PLUMBING FEE	RES20-2166	SFD	O										0						
	25310023	n/a	KT PROJECT LOT 3 PLAN 4- PARTIAL PLUMBING FEE	RES20-2167	SFD	O										0						
	25310023	n/a	KT PROJECT LOT 7 PLAN 4- PARTIAL PLUMBING FEE	RES20-2168	SFD	O										0						
	25310023	n/a	KT PROJECT LOT 122 PLAN 4- PARTIAL PLUMBING FEE	RES20-2169	SFD	O										0						
	25310023	n/a	KT PROJECT LOT 125 PLAN 4- PARTIAL PLUMBING FEE	RES20-2170	SFD	O										0						
	25310023	n/a	KT PROJECT LOT 192 PLAN 4R- PARTIAL PLUMBING FEE	RES20-2171	SFD	O										0						
	25310023	n/a	KT PROJECT LOT 194 PLAN 4- PARTIAL PLUMBING FEE	RES20-2172	SFD	O										0						
	25310023	n/a	KT PROJECT LOT 198 PLAN 4R- PARTIAL PLUMBING FEE	RES20-2173	SFD	O										0						
	25310023	n/a	KT PROJECT LOT 200 PLAN 4- PARTIAL PLUMBING FEE	RES20-2174	SFD	O										0						
	25310023	n/a	KT PROJECT LOT 204 PLAN 4R- PARTIAL PLUMBING FEE	RES20-2175	SFD	O										0						
	25310023	n/a	KT PROJECT LOT 206 PLAN 4- PARTIAL PLUMBING FEE	RES20-2176	SFD	O										0						

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

Project Identifier								Affordability by Household Incomes - Certificates of Occupancy									Streamlining	Infill	
1						8	9	10							11	12	13	14	15
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?*	Was Project APPROVED using GC 65913.4(b)? (SB 35 Streamlining) Y/N	Infill Units? Y/N*
Summary Row: Start Data Entry Below					460		470	0	0	0	0	0	9	662		671	0	0	
	25105007	28301 S LAMMERS RD	Tracy Hills Phase 1B	TSM18-0006, TSM18-0007			0									0		N	
	24633050	n/a	Larkspur Estates	TSM19-0003, D20-0005			0									0		N	
	21443046	n/a	Clover Estates	TSM19-0008			0									0		N	
	25337013	n/a	Tracy Hills Phase 1A, Village 7C	TSM20-0001, D20-0023			0									0		N	
	25310016	n/a	Tracy Hills KT Project	TSM20-0002, D20-0028			0									0		N	
	25349001	6138 GRANVILLE	Tracy Hills Phase 1A, Village 6A	D20-0011			0									0		N	
	21452024	178 W COLLIN AV	Collin Avenue Apartments	D18-0015			0									0		N	
	23303009	522 W GRANT LINE RD	Rod-Singh Apts	D18-0028			0									0		N	
	23507064	n/a	Two Duplexes on Diaz Property	D19-0028			0									0		N	
	24856049	4387 MATTHEW WAY	BROOKVIEW PLAN 1 ELEV. A LOT 21	16-3360			0							1	2/18/2020	1		N	
	24856050	4367 MATTHEW WAY	BROOKVIEW PLAN 2 ELEV. B LOT 22	16-3361			0							1	2/18/2020	1		N	
	24856051	4347 MATTHEW WAY	BROOKVIEW PLAN 1 ELEV. B LOT 23	16-3362			0							1	2/18/2020	1		N	
	24870032	4304 LENNOX LN	BROOKVIEW PLAN 2 ELEV. B LOT 55	16-3394			0							1	2/24/2020	1		N	
	24856055	4303 LENNOX LN	BROOKVIEW PLAN 1 ELEV. A LOT 58	16-3397			0							1	2/24/2020	1		N	
	24856056	4313 LENNOX LN	BROOKVIEW PLAN 2 ELEV. B LOT 59	16-3398			0							1	3/5/2020	1		N	
	24856058	4333 LENNOX LN	BROOKVIEW PLAN 2 ELEV. A LOT 61	16-3400			0							1	2/24/2020	1		N	
	24069041	3961 COMSTOCK PL	LEGACY PLAN2C/3128SQFT/ LOT 41	17-0833			0							1	5/11/2020	1		N	
	24069046	3968 SANTA FE LN LOT 46	LEGEND PLAN5A/3395SQFT	17-0859			0							1	4/28/2020	1		N	
	20927034	3600 W GRANT LINE RD	GATEWAY APARTMENTS PHASE II MASTER PERMIT	17-2994			0							210	3/6/2020	210		N	
	24829051	2841 PEBBLEBROOKE CT	NEW 3176 SF SFD W/GARAGE & REAR PATIO - COSE RESIDENCE	18-0800			0							1	3/4/2020	1		N	

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	24829053	2881 PEBBLEBROOKE COURT	2510 SQ FT NEW SFD	18-1677				0						1	6/18/2020	1		N	
	24829058	342 GLENBRIAR CIRCLE	2880 SQ FT NEW SFD	18-1681				0						1	12/10/2020	1		N	
	24829054	2871 PEBBLEBROOKE COURT	2551 SQ FT NEW SFD	18-1682				0						1	8/27/2020	1		N	
	24614020	576 VENTANA AVENUE	NEW 2411 SQ FT SFD	18-2120				0						1	1/10/2020	1		N	
	n/a	2367 OSTERA ST LOT 11	VILLAGE 1/PLAN 4E/2654SF	18-2167				0						1	12/23/2020	1		N	
	n/a	2357 OSTERA ST LOT 12	VILLAGE 1/PLAN 1A/2173SF	18-2168				0						1	12/23/2020	1		N	
	n/a	7000 PROVINCIAL ST LOT 35	VILLAGE 1/PLAN 3F/2421SF	18-2198				0						1	1/13/2020	1		N	
	n/a	7010 PROVINCIAL ST LOT 36	VILLAGE 1/PLAN 1B/2173SF	18-2199				0						1	1/28/2020	1		N	
	n/a	7009 PROVINCIAL ST LOT 48	VILLAGE 1/PLAN 4E/2654SF	18-2211				0						1	1/28/2020	1		N	
	n/a	6999 PROVINCIAL ST LOT 49	VILLAGE 1/PLAN 1A/2173SF	18-2212				0						1	1/21/2020	1		N	
	n/a	6989 PROVINCIAL ST LOT 50	VILLAGE 1/PLAN 2D/2278SF	18-2213				0						1	2/12/2020	1		N	
	n/a	2360 IVERSTONE ST LOT 64	VILLAGE 1/PLAN 3C/2421SF	18-2239				0						1	8/17/2020	1		N	
	n/a	2370 IVERSTONE ST LOT 65	VILLAGE 1/PLAN 4D/2278SF	18-2240				0						1	9/3/2020	1		N	
	n/a	2361 IVERSTONE ST LOT 68	VILLAGE 1/PLAN 4B/2654SF	18-2243				0						1	8/4/2020	1		N	
	n/a	2371 IVERSTONE ST LOT 69	VILLAGE 1/PLAN 1F/2173SF	18-2244				0						1	8/7/2020	1		N	
	n/a	2381 IVERSTONE ST LOT 70	VILLAGE 1/PLAN 3B/2421SF	18-2245				0						1	8/19/2020	1		N	
	n/a	7058 PALMER ST LOT 71	VILLAGE 1/PLAN 2A/2278SF	18-2253				0						1	11/19/2020	1		N	
	n/a	7048 PALMER ST LOT 72	VILLAGE 1/PLAN 1E/2173SF	18-2254				0						1	12/29/2020	1		N	
	n/a	7028 PALMER ST LOT 74	VILLAGE 1/PLAN 3A/2421SF	18-2256				0						1	12/30/2020	1		N	
	n/a	7057 PALMER ST LOT 113	VILLAGE 1/PLAN 1C/2173SF	18-2284				0							11/25/2020	0		N	
	n/a	7067 PALMER ST LOT 114	VILLAGE 1/PLAN 4E/2654SF	18-2285				0							11/12/2020	0		N	
	n/a	7077 PALMER ST LOT 115	VILLAGE 1/PLAN 3D/2421SF	18-2286				0							11/10/2020	0		N	
	n/a	6860 CELADON LN LOT 54	VILLAGE 3/PLAN 4B-R/3505SF	18-2357				0						1	1/2/2020	1		N	
	n/a	6870 CELADON LN LOT 55	VILLAGE 3/PLAN 2A/3122SF W/CA ROOM	18-2358				0						1	1/14/2020	1		N	
	n/a	6880 CELADON LN LOT 56	VILLAGE 3/PLAN 3F/3266SF W/CA ROOM	18-2359				0						1	2/19/2020	1		N	
	n/a	6877 VERBENA ST LOT 57	VILLAGE 3/PLAN 4D/3505SF W/CA ROOM	18-2360				0						1	2/6/2020	1		N	
	n/a	6857 VERBENA ST LOT 58	VILLAGE 3/PLAN 1C-R/2502SF	18-2361				0						1	2/6/2020	1		N	
	n/a	6837 VERBENA ST LOT 59	VILLAGE 3/PLAN 4A/3505SF	18-2362				0						1	2/27/2020	1		N	
	n/a	6827 VERBENA ST LOT 60	VILLAGE 3/PLAN 3E-R/3266SF	18-2363				0						1	3/2/2020	1		N	
	n/a	6817 VERBENA ST LOT 61	VILLAGE 3/PLAN 2B/3122SF W/CA ROOM	18-2364				0						1	7/29/2020	1		N	
	n/a	6807 VERBENA ST LOT 62	VILLAGE 3/PLAN 4C-R/3505SF W/CA ROOM	18-2365				0						1	8/3/2020	1		N	
	n/a	6797 VERBENA ST LOT 63	VILLAGE 3/PLAN 1B/2502SF	18-2366				0						1	8/13/2020	1		N	
	n/a	6787 VERBENA ST LOT 64	VILLAGE 3/PLAN 3D-R/3266SF W/CA ROOM	18-2367				0						1	8/20/2020	1		N	
	n/a	6777 VERBENA ST LOT 65	VILLAGE 3/PLAN 2A/3122SF W/CA ROOM	18-2368				0						1	8/21/2020	1		N	

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	n/a	6767 VERBENA ST LOT 66	VILLAGE 3/PLAN 4E-R/3505SF W/CA ROOM	18-2369				0					1	12/15/2020	1		N	
	n/a	6757 VERBENA ST LOT 67	VILLAGE 3/PLAN 3B/3266SF W/CA ROOM	18-2370				0					1	12/22/2020	1		N	
	n/a	6747 VERBENA ST LOT 68	VILLAGE 3/PLAN 1E-R/2502SF	18-2371				0					1	12/30/2020	1		N	
	n/a	6808 VERBENA ST LOT 86	VILLAGE 3/PLAN 1A/2502SF	18-2389				0					1	7/9/2020	1		N	
	n/a	6798 VERBENA ST LOT 87	VILLAGE 3/PLAN 3F-R/3266SF W/CA ROOM	18-2390				0					1	7/9/2020	1		N	
	n/a	6788 VERBENA ST LOT 88	VILLAGE 3/PLAN 4D/3505SF W/CA ROOM	18-2391				0					1	7/24/2020	1		N	
	n/a	6778 VERBENA ST LOT 89	VILLAGE 3/PLAN 1C-R/2502SF	18-2392				0					1	7/24/2020	1		N	
	n/a	6768 VERBENA ST LOT 90	VILLAGE 3/PLAN 2A/3122SF W/CA ROOM	18-2393				0					1	11/24/2020	1		N	
	n/a	6758 VERBENA ST LOT 91	VILLAGE 3/PLAN 1E-R/2502SF	18-2394				0					1	12/2/2020	1		N	
	n/a	6748 VERBENA ST LOT 92	VILLAGE 3/PLAN 4F/3505SF W/CA ROOM	18-2395				0					1	12/8/2020	1		N	
	n/a	6849 CELADON LN LOT 103	VILLAGE 3/PLAN 2D-R/3122SF W/CA ROOM	18-2406				0					1	1/2/2020	1		N	
25341006		2493 GREGSON AVE LOT 6	VILLAGE 4/PLAN 1E/2257SF	18-2407				0					1	3/11/2020	1		N	
25341007		2503 GREGSON AVE LOT 7	VILLAGE 4/PLAN 3A/2749SF	18-2408				0					1	2/28/2020	1		N	
25341008		2513 GREGSON AVE LOT 8	VILLAGE 4/PLAN 2B/2563SF	18-2409				0					1	2/28/2020	1		N	
25341009		2523 GREGSON AVE LOT 9	VILLAGE 4/PLAN 4A/2977SF	18-2410				0					1	3/2/2020	1		N	
	n/a	2522 GREGSON AVE LOT 25	VILLAGE 4/PLAN 3B/2749SF	18-2500				0					1	2/25/2020	1		N	
	n/a	2512 GREGSON AVE LOT 26	VILLAGE 4/PLAN 1C/2257SF	18-2501				0					1	2/25/2020	1		N	
	n/a	2502 GREGSON AVE LOT 27	VILLAGE 4/PLAN 4D/2977SF	18-2502				0					1	2/25/2020	1		N	
	n/a	7104 SACRAMENTO DR LOT 60	VILLAGE 4/PLAN 3D/2749SF	18-2529				0					1	5/5/2020	1		N	
	n/a	7094 SACRAMENTO DR LOT 61	VILLAGE 4/PLAN 1B/2257SF	18-2530				0					1	4/27/2020	1		N	
	n/a	7084 SACRAMENTO DR LOT 62	VILLAGE 4/PLAN 2A/2563SF	18-2531				0					1	3/27/2020	1		N	
	n/a	7074 SACRAMENTO DR LOT 63	VILLAGE 4/PLAN 4B-R/2977SF	18-2532				0					1	3/27/2020	1		N	
	n/a	7054 SACRAMENTO DR LOT 64	VILLAGE 4/PLAN 4A/2977SF	18-2533				0					1	3/25/2020	1		N	
	n/a	7053 SACRAMENTO DR LOT 101	VILLAGE 4/PLAN 2C/2563SF	18-2571				0					1	3/25/2020	1		N	
	n/a	7063 SACRAMENTO DR LOT 102	VILLAGE 4/PLAN 1D/2257SF	18-2572				0					1	3/25/2020	1		N	
	n/a	7083 SACRAMENTO DRIVE LOT 104	VILLAGE 4/PLAN 4C/2977SF	18-2574				0					1	4/1/2020	1		N	
25354001		2400 IVERSTONE ST LOT 116	VILLAGE 1/PLAN 2F-R/2278SF	18-2583				0					1	10/26/2020	1		N	
25354002		2410 IVERSTONE ST LOT 117	VILLAGE 1/PLAN 4D/2654SF	18-2584				0					1	10/26/2020	1		N	
24829052		2851 PEBBLEBROOKE CT	2894 SQFT NEW SFD	18-3015				0					1	4/23/2020	1		N	
	n/a	849 CHERRY BLOSSOM LANE	BROOKVIEW WEST PLAN 4A, 2348SQFT	18-3131				0					1	6/9/2020	1		N	

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	n/a	839 CHERRY BLOSSOM LANE	BROOKVIEW WEST PLAN 6C, 2685SQFT	18-3132			0						1	3/23/2020	1		N	
	n/a	829 CHERRY BLOSSOM LANE	BROOKVIEW WEST PLAN 3B, 2202SQFT	18-3133			0						1	3/11/2020	1		N	
	n/a	819 CHERRY BLOSSOM LANE	BROOKVIEW WEST PLAN 5C, 2476SQFT	18-3134			0						1	3/17/2020	1		N	
	n/a	809 CHERRY BLOSSOM LANE	BROOKVIEW WEST PLAN 6B, 2685SQFT	18-3185			0						1	6/12/2020	1		N	
	n/a	3940 CREPE MYRTLE LANE	BROOKVIEW WEST PLAN 5C, 2476SQFT	18-3186			0						1	2/27/2020	1		N	
	n/a	3960 CREPE MYRTLE LANE	BROOKVIEW WEST PLAN 3B, 2202SQFT	18-3187			0						1	3/16/2020	1		N	
	n/a	3980 CREPE MYRTLE LANE	BROOKVIEW WEST PLAN 6A, 2685SQFT	18-3188			0						1	4/27/2020	1		N	
	n/a	4000 CREPE MYRTLE LANE	BROOKVIEW WEST PLAN 3C, 2202SQFT	18-3189			0						1	9/8/2020	1		N	
	n/a	4020 CREPE MYRTLE LANE	BROOKVIEW WEST PLAN 6A, 2685SQFT	18-3190			0						1	9/8/2020	1		N	
	n/a	4040 CREPE MYRTLE LANE	BROOKVIEW WEST PLAN 5B, 2476SQFT	18-3191			0						1	9/15/2020	1		N	
	n/a	4060 CREPE MYRTLE LANE	BROOKVIEW WEST PLAN 3A, 2202SQFT	18-3192			0						1	9/14/2020	1		N	
	n/a	4080 CREPE MYRTLE LANE	BROOKVIEW WEST PLAN 6C, 2685SQFT	18-3193			0						1	9/21/2020	1		N	
	n/a	702 CREPE MYRTLE COURT	BROOKVIEW WEST PLAN 6B, 2685SQFT	18-3194			0						1	8/17/2020	1		N	
	n/a	722 CREPE MYRTLE COURT	BROOKVIEW WEST PLAN 5C, 2476SQFT	18-3195			0						1	8/17/2020	1		N	
	n/a	761 CREPE MYRTLE COURT	BROOKVIEW WEST PLAN 4B, 2348SQFT	18-3196			0						1	8/20/2020	1		N	
	n/a	741 CREPE MYRTLE COURT	BROOKVIEW WEST PLAN 6A, 2685SQFT	18-3197			0						1	8/20/2020	1		N	
	n/a	721 CREPE MYRTLE COURT	BROOKVIEW WEST PLAN 5C, 2476SQFT	18-3198			0						1	8/31/2020	1		N	
	n/a	701 CREPE MYRTLE COURT	BROOKVIEW WEST PLAN 4B, 2348SQFT	18-3199			0						1	8/31/2020	1		N	
	n/a	820 CHERRY BLOSSOM LANE	BROOKVIEW WEST PLAN 4C, 2348SQFT	18-3200			0						1	3/11/2020	1		N	
	n/a	830 CHERRY BLOSSOM LANE	BROOKVIEW WEST PLAN 5A, 2476SQFT	18-3201			0						1	2/11/2020	1		N	
	n/a	840 CHERRY BLOSSOM LANE	BROOKVIEW WEST PLAN 6B, 2685SQFT	18-3202			0						1	3/16/2020	1		N	
	n/a	850 CHERRY BLOSSOM LANE	BROOKVIEW WEST PLAN 5C, 2476SQFT	18-3203			0						1	4/2/2020	1		N	
	23313001	145 W HIGHLAND AV	983 SQ FT ADU	18-3540		3/31/2020	1								0		N	
	23310306	428 W TWELFTH ST	1140SQFT ACCESSORY DWELLING	19-0331			0					1		7/30/2020	1		N	
	24869004	409 COSE LANE LOT 4	3383 NEW SFD	19-0397	1	9/30/2020	1								0		N	

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	24869007	408 COSE LANE	3383 NEW SFD	19-0398				0						1	9/29/2020	1		N	
	21428047	2941 BALBOA DR	CONVERT GARAGE TO IN-LAW UNIT W/KITCHEN. RELOCATE WH & FURN	19-0475				0						1	3/25/2020	1		N	
	n/a	3044 PROSPECT DR LOT 53	VILLAGE 8/PLAN 3E/3919SF	19-0527				0						1	2/28/2020	1		N	
	25355068	6246 CAMEO WY LOT 62	VILLAGE 8/PLAN 4D/4100SF/964 SF NEXT GEN & CA ROOM	19-0528				0						1	1/28/2020	1		N	
	n/a	6256 CAMEO WAY LOT 63	VILLAGE 8/PLAN 3A/3919SF	19-0529				0						1	2/14/2020	1		N	
	25355071	6266 CAMEO WY	VILLAGE 8/PLAN 1E/2914SF WITH CA ROOM	19-0530				0						1	2/14/2020	1		N	
	25355072	6276 CAMEO WY LOT 65	VILLAGE 8/PLAN 2A/3773SF W/CA ROOM	19-0531				0						1	1/30/2020	1		N	
	25355073	6286 CAMEO WY LOT 66	VILLAGE 8/PLAN 4E/4100SF/964 SF NEXT GEN & CA ROOM	19-0532				0						1	1/17/2020	1		N	
	25355074	6234 CAROUSEL AVE LOT 67	VILLAGE 8/PLAN 4D/4100SF/964 SF NEXT GEN & CA ROOM	19-0533				0						1	1/30/2020	1		N	
	23305313	1924 BESSIE AV	CONVERSION OF SHOP TO 3-BED IN-LAW ADU	19-0554		8/12/2020		1								0		N	
	24231055	1235 PICKFORD CT	CONVERT DEN TO BEDROOM & GARAGE CONVERSION TO ADU	19-0772				0					1		9/18/2020	1		N	
	24246006	2441 COLOMA LN LOT 6	PRIMROSE I 3855SQFT/PLAN 5XC/ LOT 6	19-1172				0						1	4/17/2020	1		N	
	24246007	2461 COLOMA LN	PRIMROSE I 3677SQFT/PLAN 4D/ LOT 7	19-1173				0						1	4/16/2020	1		N	
	24246071	2462 COLOMA LN	PRIMROSE I 3235SQFT/PLAN 3XC/ LOT 71	19-1174				0						1	4/16/2020	1		N	
	25356001	2638 SANBELLE WY LOT 105	VILLAGE 4/PLAN 1E/2257SF	19-1263				0						1	6/16/2020	1		N	
	25356002	2648 SANBELLE WY LOT 106	VILLAGE 4/PLAN 2D/2563SF	19-1264				0						1	6/16/2020	1		N	
	25355059	3054 PROSPECT DR LOT 54	VILLAGE 8/PLAN 2D/3773SF W- CA ROOM	19-1396				0						1	4/13/2020	1		N	
	25355061	3064 PROSPECT DR LOT 55	VILLAGE 8/PLAN 1E- R/2914SF W- CA ROOM	19-1399				0						1	4/21/2020	1		N	
	25355062	3074 PROSPECT DR LOT 56	VILLAGE 8/PLAN 3C/3919SF W-CA ROOM	19-1403				0						1	4/23/2020	1		N	
	25355063	3084 PROSPECT DR LOT 57	VILLAGE 8/PLAN 1D/2914SF W- CA ROOM	19-1409				0						1	4/24/2020	1		N	
	25355064	3075 PROSPECT DR LOT 58	VILLAGE 8/PLAN 4B- R/4100SF/964 SF NEXT GEN & CA ROOM	19-1410				0						1	3/27/2020	1		N	
	25355065	3065 PROSPECT DR LOT 59	VILLAGE 8/PLAN 2C/3773SF W- CA ROOM/LOFT & RETREAT	19-1412				0						1	3/27/2020	1		N	
	25355066	3055 PROSPECT DR LOT 60	VILLAGE 8/PLAN 4E/4100SF/964 / SF NEXT GEN & CA ROOM	19-1413				0						1	3/13/2020	1		N	

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	25355067	3045 PROSPECT DR LOT 61	VILLAGE 8/PLAN 1C/2914SF W- CA ROOM	19-1414										1	3/13/2020	1		N	
	25342033	2666 LYNRIDGE AVE LOT 33	TRACY HILLS VILLAGE 5 1B/2683SQ' W/CA ROOM	19-1594										1	2/4/2020	1		N	
	25342042	6865 PASEO ST	TRACY HILLS VILLAGE 5 PEARL 3A/3533SQ' W/CA ROOM	19-1595										1	2/4/2020	1		N	
	25342043	6855 PASEO ST LOT 43	TRACY HILLS VILLAGE 5 4C/3599SQFT	19-1597										1	2/12/2020	1		N	
	25342044	6845 PASEO ST LOT 44	TRACY HILLS VILLAGE 5 PEARL 2B/3372SQFT	19-1598										1	2/12/2020	1		N	
	25346001	6835 PASEO ST LOT 45	TRACY HILLS VILLAGE 5 PEARL3E/3533SQFT	19-1599										1	2/12/2020	1		N	
	25346002	6825 PASEO ST LOT 46	TRACY HILLS VILLAGE 5 PEARL 1C/2683SQFT	19-1600										1	2/19/2020	1		N	
	25346025	2667 LYNRIDGE AVE LOT 25	TRACY HILLS VILLAGE 5 PEARL 3D/3533SQ' W/CA ROOM	19-1601										1	2/19/2020	1		N	
	23860039	2655 HENLEY PARKWAY BLDG# 20	HARVEST SFD BLDG TYPE A-S 1598SQ'	19-1699										1	10/8/2020	1		N	
	23860039	2655 HENLEY PARKWAY BLDG# 64	HARVEST SFD BLDG TYPE A-S 1598SQ'	19-1700										1	9/14/2020	1		N	
	23860039	2655 HENLEY PARKWAY BLDG# 36	HARVEST SFD BLDG TYPE A-SE 1598SQ'	19-1702										1	10/8/2020	1		N	
	23860039	2655 HENLEY PARKWAY BLDG# 81	HARVEST SFD BLDG TYPE A-SE 1598SQ'	19-1703										1	10/22/2020	1		N	
	23860039	2655 HENLEY PARKWAY BLDG# 59	HARVEST SFD BLDG TYPE A-SE R 1598SQ'	19-1704										1	9/14/2020	1		N	
	23860039	2655 HENLEY PARKWAY BLDG# 80	HARVEST SFD BLDG TYPE A-SE R 1598SQ'	19-1705										1	10/22/2020	1		N	
	23860039	2655 HENLEY PARKWAY BLDG# 21	HARVEST DUPLEX BLDG TYPE B-I 3002SQ'	19-1707										2	10/8/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 23	HARVEST DUPLEX BLDG TYPE B-I 3002SQ'	19-1708										2	10/8/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 29	HARVEST DUPLEX BLDG TYPE B-I 3002SQ'	19-1709										2	10/8/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 35	HARVEST DUPLEX BLDG TYPE B-I 3002SQ'	19-1710										2	10/8/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 41	HARVEST DUPLEX BLDG TYPE B-I 3002SQ'	19-1711										2	10/8/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 53	HARVEST DUPLEX BLDG TYPE B-I 3002SQ'	19-1712										2	9/14/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 60	HARVEST DUPLEX BLDG TYPE B-I 3002SQ'	19-1713										2	9/14/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 62	HARVEST DUPLEX BLDG TYPE B-I 3002SQ'	19-1714										2	9/14/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 79	HARVEST DUPLEX BLDG TYPE B-I 3002SQ'	19-1715										2	10/22/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 84	HARVEST DUPLEX BLDG TYPE B-I R 3002SQ'	19-1716										2	10/22/2020	2		N	

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	23860039	2655 HENLEY PARKWAY BLDG# 43	HARVEST DUPLEX BLDG TYPE B-IE 2408SQ'	19-1717				0						2	10/8/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 48	HARVEST DUPLEX BLDG TYPE B-IE 2408SQ'	19-1718				0						2	9/14/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 55	HARVEST DUPLEX BLDG TYPE B-IE 2408SQ'	19-1719				0						2	9/14/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 58	HARVEST DUPLEX BLDG TYPE B-IE 2408SQ'	19-1720				0						2	9/14/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 25	HARVEST DUPLEX BLDG TYPE B-IE 2408SQ'	19-1721				0						2	10/8/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 24	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1723				0						2	10/8/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 30	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1724				0						2	10/8/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 33	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1725				0						2	10/8/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 34	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1726				0						2	10/8/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 39	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1727				0						2	10/8/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 40	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1728				0						2	10/8/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 42	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1729				0						2	10/8/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 45	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1730				0						2	9/14/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 46	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1731				0						2	9/14/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 47	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1732				0						2	9/14/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 52	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1733				0						2	9/14/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 54	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1734				0						2	9/14/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 57	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1735				0						2	9/14/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 61	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1736				0						2	9/14/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 82	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1737				0						2	10/22/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 22	HARVEST DUPLEX BLDG TYPE B-SE 3008SQ'	19-1740				0						2	10/8/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 31	HARVEST DUPLEX BLDG TYPE B-SE 3008SQ'	19-1741				0						2	10/14/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 56	HARVEST DUPLEX BLDG TYPE B-SE 3008SQ'	19-1742				0						2	9/14/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 63	HARVEST DUPLEX BLDG TYPE B-SE 3008SQ'	19-1743				0						2	9/14/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 65	HARVEST DUPLEX BLDG TYPE B-SE 3008SQ'	19-1744				0						2	9/14/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 28	HARVEST DUPLEX BLDG TYPE B-SE ALT 3053SQ'	19-1745				0						2	10/8/2020	2		N	

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	23860039	2655 HENLEY PARKWAY BLDG# 32	HARVEST DUPLEX BLDG TYPE B-SE ALT 3053SQ'	19-1746			0						2	10/14/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 44	HARVEST DUPLEX BLDG TYPE B-SE ALT 3053SQ'	19-1747			0						2	9/14/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 51	HARVEST DUPLEX BLDG TYPE B-SE ALT 3053SQ'	19-1748			0						2	9/14/2020	2		N	
	23860039	2655 HENLEY PARKWAY BLDG# 50	HARVEST APTS BLDG TYPE C-I 4770SQ'	19-1749			0						6	11/19/2020	6		N	
	23860039	2655 HENLEY PARKWAY BLDG# 37	HARVEST APTS BLDG TYPE C-I R 4770SQ'	19-1752			0						6	11/18/2020	6		N	
	23860039	2655 HENLEY PARKWAY BLDG# 66	HARVEST APTS BLDG TYPE C-I R 4770SQ'	19-1753			0						6	8/10/2020	6		N	
	23860039	2655 HENLEY PARKWAY BLDG# 38	HARVEST APTS BLDG TYPE C-S 4712SQ'	19-1754			0						6	11/18/2020	6		N	
	23860039	2655 HENLEY PARKWAY BLDG# 67	HARVEST APTS BLDG TYPE C-S 4712SQ'	19-1755			0						6	8/10/2020	6		N	
	23860039	2655 HENLEY PARKWAY BLDG# 10	HARVEST APTS BLDG TYPE C-S R 4712SQ'	19-1757			0						6	12/23/2020	6		N	
	23860039	2655 HENLEY PARKWAY BLDG# 49	HARVEST APTS BLDG TYPE C-S R 4712SQ'	19-1758			0						6	11/18/2020	6		N	
	23860039	2655 HENLEY PARKWAY BLDG# 85	HARVEST APTS BLDG TYPE C-S R 4712SQ'	19-1759			0						6	10/22/2020	6		N	
	23860039	2655 HENLEY PARKWAY BLDG# 8	HARVEST APTS BLDG TYPE D-I 5403SQ'	19-1760			0						6	12/21/2020	6		N	
	23860039	2655 HENLEY PARKWAY BLDG# 18	HARVEST APTS BLDG TYPE D-I 5403SQ'	19-1761			0						6	12/29/2020	6		N	
	23860039	2655 HENLEY PARKWAY BLDG# 27	HARVEST APTS BLDG TYPE D-I 5403SQ'	19-1762			0						6	11/18/2020	6		N	
	23860039	2655 HENLEY PARKWAY BLDG# 17	HARVEST APTS BLDG TYPE D-I R 5403SQ'	19-1764			0						6	12/23/2020	6		N	
	23860039	2655 HENLEY PARKWAY BLDG# 70	HARVEST APTS BLDG TYPE E-I 7247SQ'	19-1765			0						6	8/10/2020	6		N	
	23860039	2655 HENLEY PARKWAY BLDG# 73	HARVEST APTS BLDG TYPE E-I 7247SQ'	19-1766			0						6	6/18/2020	6		N	
	23860039	2655 HENLEY PARKWAY BLDG# 83	HARVEST APTS BLDG TYPE E-I 7247SQ'	19-1767			0						6	12/23/2020	6		N	
	23860039	2655 HENLEY PARKWAY BLDG# 69	HARVEST APTS BLDG TYPE E-I R 7247SQ'	19-1769			0						6	8/10/2020	6		N	
	23860039	2655 HENLEY PARKWAY BLDG# 68	HARVEST APTS BLDG TYPE E-S 7247SQ'	19-1772			0						6	8/10/2020	6		N	
	23860039	2655 HENLEY PARKWAY BLDG# 78	HARVEST APTS BLDG TYPE E-S 7247SQ'	19-1775			0						6	10/29/2020	6		N	
	23860039	2655 HENLEY PARKWAY BLDG# 9	HARVEST APTS BLDG TYPE E-S R 7247SQ'	19-1778			0						6	12/23/2020	6		N	
	23860039	2655 HENLEY PARKWAY BLDG# 26	HARVEST APTS BLDG TYPE D-S 5420SQ'	19-1780			0						6	11/18/2020	6		N	
	23860039	2655 HENLEY PARKWAY BLDG# 19	HARVEST APTS BLDG TYPE D-S R 5420SQ'	19-1782			0						6	12/23/2020	6		N	
	24856057	4323 LENNOX LN	BROOKVIEW PLAN 1 ELEV. B LOT 60	19-1935			0						1	2/26/2020	1		N	

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	25346003	6815 PASEO ST LOT 47	TRACY HILLS VILLAGE 5 4B/3599SQFT W/CA ROOM	19-2034				0						1	8/26/2020	1		N	
	25346004	6805 PASEO ST LOT 48	TRACY HILLS VILLAGE 5 3C-R/3533SQFT W/CA ROOM	19-2035				0						1	8/26/2020	1		N	
	25346005	6795 PASEO ST LOT 49	TRACY HILLS VILLAGE 5 2A/3372SQFT	19-2036				0						1	9/4/2020	1		N	
	25346023	2638 CATSPA W CT LOT 67	TRACY HILLS VILLAGE 5 2E-R/3372SQFT W/CA ROOM	19-2050				0						1	9/14/2020	1		N	
	25346024	2648 CATSPA W CT LOT 68	TRACY HILLS VILLAGE 5 1D/2683SQFT W/CA ROOM	19-2051				0						1	9/14/2020	1		N	
	25355076	6254 CAROUSEL AVE LOT 69	VILLAGE 8/PLAN 3D-R/3919SF W/CA ROOM	19-2137				0						1	7/7/2020	1		N	
	25355077	6264 CAROUSEL AVE LOT 70	VILLAGE 8/PLAN 1A-R/2914SF W/CA ROOM	19-2138				0						1	7/14/2020	1		N	
	25355078	6274 CAROUSEL AVE LOT 71	VILLAGE 8/PLAN 3C/3919SF W/CA ROOM	19-2139				0						1	7/15/2020	1		N	
	25355056	6263 CAROUSEL AVE LOT 52	VILLAGE 8/PLAN 4C/3136SF & 964 SF NEXT GEN & CA ROOM	19-2142				0						1	7/22/2020	1		N	
	25355056	6263 CAROUSEL AVE LOT 52	VILLAGE 8/PLAN 4C/3136SF & 964 SF NEXT GEN & CA ROOM	19-2142				0					1		7/22/2020	1		N	
	n/a	6273 CAROUSEL AVE LOT 51	VILLAGE 8/PLAN 2A/3773SF W/CA ROOM	19-2143				0						1	7/29/2020	1		N	
	n/a	6312 ZINK HOUSE DR LOT 77	VILLAGE 8/PLAN 2B/3773SF W/CA ROOM	19-2281	1	8/7/2020		1								0		N	
	n/a	6322 ZINK HOUSE DR LOT 78	VILLAGE 8/PLAN 4C/3136SF & 964 SF NEXT GEN & CA ROOM	19-2282	1	8/7/2020		1								0		N	
	n/a	6322 ZINK HOUSE DR LOT 78	VILLAGE 8/PLAN 4C/3136SF & 964 SF NEXT GEN & CA ROOM	19-2282		8/7/2020		1								0		N	
	n/a	6311 ZINK HOUSE DR LOT 80	VILLAGE 8/PLAN 3B-R/3919SF W/CA ROOM	19-2283	1	8/7/2020		1								0		N	
	n/a	6321 ZINK HOUSE DR LOT 79	VILLAGE 8/PLAN 1C-R/2914SF W/CA ROOM	19-2284	1	8/7/2020		1								0		N	
	n/a	3088 WILKINS LN LOT 15	VILLAGE 8/PLAN 3C/3919SF W/CA ROOM	19-2285	1	8/7/2020		1								0		N	
	n/a	6341 ZINK HOUSE DR LOT 45	VILLAGE 8/PLAN 2C/3773SF W/CA ROOM	19-2286	1	8/7/2020		1								0		N	
	25247008	2244 BLAKE	ELISSAGARAY/PLA N2AXL/2662 SQ/LOT 8	19-2704				0						1	6/11/2020	1		N	
	25247009	2224 BLAKE	ELISSAGARAY/PLA N1CWR/2405 SQ/LOT 9	19-2706				0						1	6/4/2020	1		N	
	25247010	2204 BLAKE	ELISSAGARAY/PLA N1BWR/2405 SQ/LOT10	19-2712				0						1	6/11/2020	1		N	
	25247011	2144 BLAKE DR	ELISSAGARAY/PLA N3CXR/3524 SQ/LOT 11	19-2716				0						1	6/4/2020	1		N	

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	25247012	2134 BLAKE	ELISSAGARAY/PLA N4DXR/3531 SQ/LOT 12	19-2717				0							1	6/10/2020	1		N	
	25247013	2124 BLAKE	ELISSAGARAY/PLA N1AXR/2405 SQ/LOT 13	19-2718				0							1	6/10/2020	1		N	
	25247014	1203 DAVID SENF	ELISSAGARAY/PLA N2CXR/2662 SQ/LOT 14	19-2721				0							1	6/10/2020	1		N	
	25353034	2950 REYVA DHILLON LN LOT 124	VANTAGE/PLAN 4C/2648SQ FT	19-2734				0							1	12/29/2020	1		N	
	25353028	2951 REYVA DHILLON LN LOT 118	VANTAGE/PLAN 4B/2648SQ FT	19-2787				0							1	12/7/2020	1		N	
	25353029	2961 REYVA DHILLON LN LOT 119	VANTAGE/PLAN 3C/2565 SQ FT	19-2788				0							1	12/3/2020	1		N	
	25353030	2971 REYVA DHILLON LN LOT 120	FDN ONLY - VANTAGE/PLAN 4A/2648SQ FT	19-2789				0							1	12/1/2020	1		N	
	n/a	4618 MARGARET ADELE LANE LOT 222	ZEPHYR/PLAN 1D/2002 SQ FT	19-2945				0							1	7/6/2020	1		N	
	n/a	2839 GOLD RUN STREET LOT 161	ZEPHYR/PLAN 3D/2510 SQ FT	19-2946				0							1	8/25/2020	1		N	
	n/a	2849 GOLD RUN STREET LOT 160	ZEPHYR/PLAN 1C/2002 SQ FT	19-2947				0							1	8/25/2020	1		N	
	n/a	2859 GOLD RUN STREET LOT 159	ZEPHYR/PLAN 2B/2197 SQ FT	19-2948				0							1	8/25/2020	1		N	
	n/a	2869 GOLD RUN STREET LOT 158	ZEPHYR/PLAN 3C/2510 SQ FT	19-2949				0							1	7/16/2020	1		N	
	n/a	2879 GOLD RUN STREET LOT 157	ZEPHYR/PLAN 2A/2197 SQ FT	19-2950				0							1	7/16/2020	1		N	
	n/a	2870 RIO GRANDE DRIVE LOT 220	ZEPHYR/PLAN 1A/2002 SQ FT	19-2952				0							1	5/26/2020	1		N	
	n/a	2860 RIO GRANDE DRIVE LOT 219	ZEPHYR/PLAN 2D/2197 SQ FT	19-2953				0							1	6/1/2020	1		N	
	n/a	4609 MARGARET ADELE LANE LOT 153	ZEPHYR/PLAN 4B/2594 SQ FT	19-2954				0							1	5/11/2020	1		N	
	n/a	4589 MARGARET ADELE LANE LOT 151	ZEPHYR/PLAN 2C/2197 SQ FT	19-2956				0							1	5/26/2020	1		N	
	n/a	4639 MARGARET ADELE LANE LOT 156	ZEPHYR/PLAN 4D/2594 SQ FT	19-2957				0							1	4/27/2020	1		N	
	n/a	4629 MARGARET ADELE LANE LOT 155	ZEPHYR/PLAN 3B/2510 SQ FT	19-2959				0							1	5/7/2020	1		N	
	n/a	4619 MARGARET ADELE LANE LOT 154	ZEPHYR/PLAN 2A/2197 SQ FT	19-2960				0							1	5/1/2020	1		N	
	n/a	2730 ELLIS TOWN DRIVE LOT 20	STANFORD/PLAN 2C/2727 SQ FT W/ OPT OUTDOOR LIVING	19-2993				0							1	8/18/2020	1		N	
	n/a	2730 ELLIS TOWN DRIVE LOT 20	STANFORD/PLAN 2C/2727 SQ FT W/ OPT OUTDOOR LIVING	19-2993				0						1		8/18/2020	1		N	
	n/a	2739 CORDELIA LANE LOT 31	STANFORD/PLAN 2B/2727 SQ FT W/ OPT OUTDOOR LIVING	19-2994				0							1	6/17/2020	1		N	
	n/a	2740 ELLIS TOWN DRIVE LOT 21	STANFORD/PLAN 1A/2377 SQ FT/OPT OUTDOOR LIVING	19-2995				0							1	8/18/2020	1		N	
	n/a	2720 ELLIS TOWN DRIVE LOT 19	STANFORD/PLAN 3B/2945 W/ 3 CAR GARAGE	19-2996				0							1	8/18/2020	1		N	
	n/a	2749 CORDELIA LANE LOT 30	STANFORD/PLAN 3C/2945 SQ FT	19-2997				0							1	6/17/2020	1		N	

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	n/a	2759 CORDELIA LANE LOT 29	STANFORD/PLAN 2B/2727 SQ FT W/ OPT OUTDOOR LIVING	19-2998				0						1	5/14/2020	1		N	
	n/a	2769 CORDELIA LANE LOT 28	STANFORD/PLAN 3A/2945 SQ FT W/ 3 CAR GARAGE	19-3000				0						1	5/14/2020	1		N	
	n/a	2770 ELLIS TOWN DRIVE LOT 24	STANFORD/PLAN 3C/2945 SQ FT W/ 467 CARRIAGE UNIT	19-3001				0						1	4/30/2020	1		N	
	n/a	2770 ELLIS TOWN DRIVE LOT 24	STANFORD/PLAN 3C/2945 SQ FT W/ 467 CARRIAGE UNIT	19-3001				0					1		4/30/2020	1		N	
	n/a	2760 ELLIS TOWN DRIVE LOT 23	STANFORD/PLAN 2A/2727 SQ FT W/ OPT OUTDOOR LIVING	19-3003				0						1	5/14/2020	1		N	
	n/a	2760 ELLIS TOWN DRIVE LOT 23	STANFORD/PLAN 2A/2727 SQ FT W/ OPT OUTDOOR LIVING	19-3003				0					1		5/14/2020	1		N	
	n/a	2779 CORDELIA LANE LOT 27	STANFORD/PLAN 2C/2727 SQ FT W/ 3 CAR GARAGE	19-3004				0						1	4/27/2020	1		N	
	n/a	2779 CORDELIA LANE LOT 27	STANFORD/PLAN 2C/2727 SQ FT W/ 3 CAR GARAGE	19-3004				0					1		4/27/2020	1		N	
	n/a	2750 ELLIS TOWN DRIVE LOT 22	STANFORD/PLAN 1B/2377 SQ FT/OPT OUTDOOR LIVING	19-3005				0						1	5/14/2020	1		N	
	n/a	2789 CORDELIA LANE LOT 26	STANFORD/PLAN 3B/2945 W/ 3 CAR GARAGE	19-3006				0						1	4/28/2020	1		N	
	n/a	2780 ELLIS TOWN DRIVE LOT 25	STANFORD/PLAN 1A/2377 SQ FT/OPT OUTDOOR LIVING	19-3007				0						1	4/27/2020	1		N	
	24069051	2261 AUGUSTA AVENUE LOT 51	BERKSHIRE/PLAN 4D/3613 SQ FT	19-3025				0						1	11/10/2020	1		N	
	n/a	2768 CORDELIA LANE LOT 134	BERKSHIRE/PLAN 3A/3129 SQ FT	19-3028				0						1	9/1/2020	1		N	
	n/a	2778 CORDELIA LANE LOT 133	BERKSHIRE/PLAN 1B/2865 SQ FT	19-3029				0						1	8/18/2020	1		N	
	n/a	4538 MARGARET ADELE LANE LOT 132	BERKSHIRE/PLAN 4A/3613 SQ FT	19-3030				0						1	8/18/2020	1		N	
	n/a	4548 MARGARET ADELE LANE 131	BERKSHIRE/PLAN 3B/3129 SQ FT	19-3031				0						1	6/11/2020	1		N	
	n/a	4558 MARGARET ADELE LANE LOT 130	BERKSHIRE/PLAN 2C/2979 SQ FT	19-3032				0						1	6/10/2020	1		N	
	n/a	4568 MARGARET ADELE LANE LOT 129	BERKSHIRE/PLAN 4D/3613 SQ FT	19-3033				0						1	6/10/2020	1		N	
	n/a	4549 MARGARET ADELE LANE LOT 147	BERKSHIRE/PLAN 2D/2979 SQ FT	19-3034				0						1	4/17/2020	1		N	
	n/a	4539 MARGARET ADELE LANE LOT 146	BERKSHIRE/PLAN 4B/3613 SQ FT	19-3035				0						1	5/5/2020	1		N	
	n/a	4529 MARGARET ADELE LANE LOT 145	BERKSHIRE/PLAN 3D/3129 SQ FT	19-3036				0						1	5/7/2020	1		N	
	n/a	4519 MARGARET ADELE LANE LOT 144	BERKSHIRE/PLAN 1C/2865 SQ FT	19-3037				0						1	5/7/2020	1		N	
	n/a	4509 MARGARET ADELE LANE LOT 143	BERKSHIRE/PLAN 2A/2979 SQ FT	19-3038				0						1	5/7/2020	1		N	

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	n/a	4578 MARGARET ADELE LANE LOT 128	BERKSHIRE/PLAN 2A/2979 SQ FT	19-3039			0							1	6/4/2020	1		N	
	n/a	4579 MARGARET ADELE LANE LOT 150	BERKSHIRE/PLAN 2C/2979 SQ FT	19-3040			0							1	4/17/2020	1		N	
	n/a	4569 MARGARET ADELE LANE LOT 149	BERKSHIRE/PLAN 2B/2979 SQ FT	19-3041			0							1	4/17/2020	1		N	
	n/a	4559 MARGARET ADELE LANE LOT 148	BERKSHIRE/PLAN 1A/2865 SQ FT	19-3042			0							1	4/16/2020	1		N	
	25246022	1636 PANORAMA CT	621 SQ FT ACCESSORY DWELLING UNIT CONVERTED FROM GARAGE	19-3081			1									0		N	
	n/a	2772 BREWER STREET LOT 106	BERKSHIRE/PLAN 1A/2865 SQ FT	19-3662	1	6/15/2020	1									0		N	
	n/a	6362 ZINK HOUSE DR LOT 16	VILLAGE 8/PLAN 4A-R/3136SF & 964 SF NEXT GEN & CA ROOM	19-3919	1	10/21/2020	1									0		N	
	n/a	6362 ZINK HOUSE DR LOT 16	VILLAGE 8/PLAN 4A-R/3136SF & 964 SF NEXT GEN & CA ROOM	19-3919		10/21/2020	1									0		N	
	n/a	6372 ZINK HOUSE DR LOT 17	VILLAGE 8/PLAN 2B-R/3773SF W/CA ROOM	19-3920	1	10/21/2020	1									0		N	
	n/a	6382 ZINK HOUSE DR LOT 18	VILLAGE 8/PLAN 4D/3136SF & 964 SF NEXT GEN & CA ROOM	19-3921	1	10/21/2020	1									0		N	
	n/a	6382 ZINK HOUSE DR LOT 18	VILLAGE 8/PLAN 4D/3136SF & 964 SF NEXT GEN & CA ROOM	19-3921		10/21/2020	1									0		N	
	n/a	6392 ZINK HOUSE DR LOT 19	VILLAGE 8/PLAN 1C-R/2914SF W/CA ROOM	19-3922	1	11/5/2020	1									0		N	
	n/a	6351 ZINK HOUSE DR LOT 44	VILLAGE 8/PLAN 1E-R/2914SF W/CA ROOM	19-3923	1	10/21/2020	1									0		N	
	n/a	6361 ZINK HOUSE DR LOT 43	VILLAGE 8/PLAN 2A/3773SF W/CA ROOM	19-3924	1	10/21/2020	1									0		N	
	n/a	6371 ZINK HOUSE DR LOT 42	VILLAGE 8/PLAN 3C/3919SF W/CA ROOM	19-3925	1	11/5/2020	1									0		N	
	n/a	6381 ZINK HOUSE DR LOT 41	VILLAGE 8/PLAN 1D/2914SF W/CA ROOM	19-3927	1	11/5/2020	1									0		N	
	n/a	6391 ZINK HOUSE DR LOT 40	VILLAGE 8/PLAN 2E-R/3773SF W/CA ROOM	19-3928	1	11/5/2020	1									0		N	
	n/a	6271 ZINK HOUSE DR LOT 84	VILLAGE 8/PLAN 2B-R/3773SF W/CA ROOM	19-3929	1	11/5/2020	1									0		N	
	n/a	6281 ZINK HOUSE DR LOT 83	VILLAGE 8/PLAN 1D/2914SF W/CA ROOM	19-3930	1	11/5/2020	1									0		N	
	n/a	6291 ZINK HOUSE DR LOT 82	VILLAGE 8/PLAN 3C-R/3919SF W/CA ROOM	19-3931	1	11/5/2020	1									0		N	
	n/a	6301 ZINK HOUSE DR LOT 81	VILLAGE 8/PLAN 2D/3773SF W/CA ROOM	19-3932	1	11/5/2020	1									0		N	
	n/a	6272 ZINK HOUSE DR LOT 73	VILLAGE 8/PLAN 1E/2914SF W/CA ROOM	19-3933	1	11/5/2020	1									0		N	
	n/a	6282 ZINK HOUSE DR LOT 74	VILLAGE 8/PLAN 2D-R/3773SF W/CA ROOM	19-3934	1	11/5/2020	1									0		N	

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	n/a	6292 ZINK HOUSE DR LOT 75	VILLAGE 8/PLAN 1C/2914SF W/CA ROOM	19-3935	1	11/5/2020	1									0		N	
	n/a	6302 ZINK HOUSE DR LOT 76	VILLAGE 8/PLAN 3A-R/3919SF W/CA ROOM	19-3936	1	11/5/2020	1									0		N	
	n/a	1677 BUTTERCUP LN LOT 62	SUNGOLD/PLAN 4C/2888SQ' W/CA ROOM	19-3961			0							1	7/23/2020	1		N	
	n/a	1667 BUTTERCUP LN LOT 63	SUNGOLD/PLAN 2B/2342SQ' W/CA ROOM	19-3962			0							1	7/27/2020	1		N	
	n/a	1657 BUTTERCUP LN LOT 64	SUNGOLD/PLAN 1A/2190SQ' W/CA ROOM	19-3963			0							1	7/22/2020	1		N	
	n/a	1648 BUTTERCUP LN LOT 102	SUNGOLD/PLAN 2D/2342SQ' W/CA ROOM	19-3968			0							1	8/3/2020	1		N	
	n/a	1658 BUTTERCUP LN LOT 103	SUNGOLD/PLAN 3C/2643SQ' W/CA ROOM	19-3969			0							1	7/29/2020	1		N	
	n/a	1668 BUTTERCUP LN LOT 104	SUNGOLD/PLAN 4A/2888SQ' W/CA ROOM	19-3971			0							1	7/22/2020	1		N	
	n/a	1678 BUTTERCUP LN LOT 105	SUNGOLD/PLAN 1B/2190SQ' W/CA ROOM	19-3972			0							1	7/30/2020	1		N	
	n/a	2446 MITS WY LOT 106	SUNGOLD/PLAN 2A/2342SQ' W/CA ROOM	19-3973			0							1	8/20/2020	1		N	
	n/a	2466 MITS WY LOT 107	SUNGOLD/PLAN 4B/2888SQ' W/CA ROOM	19-3974			0							1	8/20/2020	1		N	
	24066037	2525 SWEETBAY CIRCLE LOT 1	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV H	19-3978	1	10/19/2020	1									0		N	
	24066037	2521 SWEETBAY CIRCLE LOT 2	SOUTHGATE LOT A 2078SQFT PLAN 3 ELEV D	19-3979	1	10/19/2020	1									0		N	
	24066037	2517 SWEETBAY CIRCLE LOT 3	SOUTHGATE LOT A 1943SQFT PLAN 2 ELEV D	19-3980	1	10/19/2020	1									0		N	
	24066037	2513 SWEETBAY CIRCLE LOT 4	SOUTHGATE LOT A 2086SQFT PLAN 3	19-3982	1	10/19/2020	1									0		N	
	24066037	2509 SWEETBAY CIRCLE LOT 5	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV H	19-3983	1	10/19/2020	1									0		N	
	24066037	2505 SWEETBAY CIRCLE LOT 6	SOUTHGATE LOT A 2144 SQFT PLAN 4 ELEV H	19-3984	1	11/2/2020	1									0		N	
	24066037	2501 SWEETBAY CIRCLE LOT 7	SOUTHGATE LOT A 2078SQFT PLAN 3 ELEV D	19-3985	1	11/2/2020	1									0		N	
	n/a	2803 BREWER STREET LOT 126	BERKSHIRE/PLAN 1D/2865 SQ FT	19-3991	1	6/15/2020	1									0		N	
	n/a	2762 BREWER STREET LOT 107	BERKSHIRE/PLAN 2B/2979 SQ FT	19-3997	1	6/15/2020	1									0		N	
	n/a	2718 CORDELIA LANE LOT 139	BERKSHIRE/PLAN 3B/3129 SQ FT	19-4001	1	5/6/2020	1							1	10/26/2020	1		N	
	n/a	2728 CORDELIA LANE LOT 138	BERKSHIRE/PLAN 1C/2865 SQ FT	19-4003	1	5/6/2020	1									0		N	
	n/a	2738 CORDELIA LANE LOT 137	BERKSHIRE/PLAN 3D/3129 SQ FT	19-4006	1	5/6/2020	1							1	10/7/2020	1		N	
	n/a	2748 CORDELIA LANE LOT 136	BERKSHIRE/PLAN 2A/2979 SQ FT	19-4008	1	5/6/2020	1							1	10/2/2020	1		N	
	n/a	2758 CORDELIA LANE LOT 135	BERKSHIRE/PLAN 4B/3613 SQ FT	19-4009	1	5/6/2020	1							1	10/2/2020	1		N	
	n/a	2813 BREWER STREET LOT 127	BERKSHIRE/PLAN 3C/3129 SQ FT	19-4011	1	5/6/2020	1							1	10/30/2020	1		N	
	n/a	2639 CORDELIA LANE LOT 41	STANFORD/PLAN 3A/2945 SQ FT	19-4016	1	6/15/2020	1							1	12/17/2020	1		N	
	n/a	2649 CORDELIA LANE LOT 40	STANFORD/PLAN 2B/2727 SQ FT	19-4017	1	6/15/2020	1							1	12/16/2020	1		N	
	n/a	2659 CORDELIA LANE LOT 39	STANFORD/PLAN 3A/2945	19-4018	1	5/6/2020	1							1	10/22/2020	1		N	

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	n/a	2670 ELLIS TOWN DRIVE LOT 14	STANFORD/PLAN 2A/3194 SQ FT	19-4019	1	5/6/2020	1						1	10/28/2020	1		N	
	n/a	2670 ELLIS TOWN DRIVE LOT 14	STANFORD/PLAN 2A/3194 SQ FT	19-4019		5/6/2020	1						1	10/28/2020	1		N	
	n/a	2660 ELLIS TOWN DRIVE LOT 13	STANFORD/PLAN 3C/2945 SQ FT	19-4020	1	5/6/2020	1						1	10/27/2020	1		N	
	n/a	2650 ELLIS TOWN DRIVE LOT 12	STANFORD/PLAN 1B/2377 SQ FT	19-4021	1	6/15/2020	1						1	12/15/2020	1		N	
	n/a	2640 ELLIS TOWN DRIVE LOT 11	STANFORD/PLAN 3B/2945 SQ FT	19-4022	1	6/15/2020	1						1	12/16/2020	1		N	
	n/a	2669 CORDELIA LANE LOT 38	STANFORD/PLAN 1C/2377 SQ FT	19-4026	1	5/6/2020	1						1	10/20/2020	1		N	
	n/a	2679 CORDELIA LANE LOT 37	STANFORD/PLAN 3B/2945 SQ FT	19-4027	1	5/6/2020	1						1	10/7/2020	1		N	
	n/a	2690 ELLIS TOWN DRIVE LOT 16	STANFORD/PLAN 3C/2945 SQ FT	19-4028	1	5/6/2020	1						1	12/14/2020	1		N	
	n/a	2680 ELLIS TOWN DRIVE LOT 15	STANFORD/PLAN 1A/2377 SQ FT	19-4029	1	5/6/2020	1						1	10/20/2020	1		N	
	n/a	2689 CORDELIA LANE LOT 36	STANFORD/PLAN 2A/2727 SQ FT	19-4030	1	5/6/2020	1						1	10/7/2020	1		N	
	n/a	2699 CORDELIA LANE LOT 35	STANFORD/PLAN 1B/2377 SQ FT	19-4031	1	5/6/2020	1						1	10/6/2020	1		N	
	n/a	2709 CORDELIA LANE LOT 34	STANFORD/PLAN 2C/2727 SQ FT	19-4032	1	5/6/2020	1						1	10/6/2020	1		N	
	n/a	2700 ELLIS TOWN DRIVE LOT 17	STANFORD/PLAN 2B/2727 SQ FT	19-4033	1	5/6/2020	1						1	12/14/2020	1		N	
	n/a	2710 ELLIS TOWN DRIVE LOT 18	STANFORD/PLAN 1C/2377 SQ FT	19-4034	1	2/19/2020	1						1	8/24/2020	1		N	
	n/a	2850 RIO GRANDE DRIVE LOT 218	ZEPHYR/PLAN 3B/2510 SQ FT	19-4035	1	5/6/2020	1						1	11/3/2020	1		N	
	n/a	2840 RIO GRANDE DRIVE LOT 217	ZEPHYR/PLAN 2D/2197 SQ FT	19-4036	1	5/6/2020	1						1	11/3/2020	1		N	
	n/a	2820 RIO GRANDE DRIVE LOT 215	ZEPHYR/PLAN 4A/2594 SQ FT	19-4037	1	5/6/2020	1						1	11/10/2020	1		N	
	n/a	2750 RIO GRANDE DRIVE LOT 214	ZEPHYR/PLAN 1C/2002 SQ FT	19-4038	1	5/6/2020	1						1	11/10/2020	1		N	
	n/a	2740 RIO GRANDE DRIVE LOT 213	ZEPHYR/PLAN 4C/2594 SQ FT	19-4039	1	5/6/2020	1						1	11/12/2020	1		N	
	n/a	2730 RIO GRANDE DRIVE LOT 212	ZEPHYR/PLAN 3A/2510 SQ FT	19-4040	1	6/15/2020	1								0		N	
	n/a	2720 RIO GRANDE DRIVE LOT 211	ZEPHYR/PLAN 4B/2594 SQ FT	19-4041	1	6/15/2020	1								0		N	
	n/a	2699 NORTHINGTON DRIVE LOT 170	ZEPHYR/PLAN 3B/2510 SQ FT	19-4042	1	6/15/2020	1								0		N	
	n/a	2709 NORTHINGTON DRIVE LOT 169	ZEPHYR/PLAN 1A/2002 SQ FT	19-4047	1	6/15/2020	1								0		N	
	n/a	2719 NORTHINGTON DRIVE LOT 168	ZEPHYR/PLAN 2D/2197 SQ FT	19-4048	1	5/6/2020	1						1	10/13/2020	1		N	
	n/a	2789 GOLD RUN STREET LOT 166	ZEPHYR/PLAN 1D/2002 SQ FT	19-4049	1	5/6/2020	1								0		N	
	n/a	2799 GOLD RUN STREET LOT 165	ZEPHYR/PLAN 2B/2197 SQ FT	19-4050	1	5/6/2020	1						1	10/13/2020	1		N	
	n/a	2809 GOLD RUN STREET LOT 164	ZEPHYR/PLAN 4A/2594 SQ FT	19-4051	1	5/6/2020	1								0		N	
	n/a	2819 GOLD RUN STREET LOT 163	ZEPHYR/PLAN 1C/2002 SQ FT	19-4052	1	5/6/2020	1						1	10/8/2020	1		N	

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	n/a	2829 GOLD RUN STREET LOT 162	ZEPHYR/PLAN 4D/2594 SQ FT	19-4053	1	2/19/2020	1							1	8/25/2020	1		N	
	n/a	2830 RIO GRANDE DRIVE LOT 216	ZEPHYR/PLAN 2B/2197 SQ FT	19-4054	1	5/6/2020	1							1	11/3/2020	1		N	
	24066037	2497 SWEETBAY CIRCLE LOT 8	SOUTHGATE LOT A 1943SQFT PLAN 2 ELEV. D	19-4061	1	11/13/2020	1									0		N	
	n/a	2779 GOLD RUN STREET LOT 167	ZEPHYR/PLAN 3C/2510 SQ FT	19-4062	1	5/6/2020	1							1	10/13/2020	1		N	
	24066037	125 ALBA WAY LOT 11	SOUTHGATE LOT A 2144 SQFT PLAN 4 ELEV. H	19-4066	1	11/13/2020	1									0		N	
	24066037	124 ALBA WAY LOT 12	SOUTHGATE LOT A 2144 SQFT PLAN 4 ELEV. I	19-4067	1	6/2/2020	1							1	11/24/2020	1		N	
	24066037	2469 SWEETBAY CIRCLE LOT 13	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV. H	19-4068	1	6/2/2020	1							1	12/9/2020	1		N	
	24066037	2463 SWEETBAY CIRCLE LOT 14	SOUTHGATE LOT A 2144 SQFT PLAN 4 ELEV. I	19-4069	1	6/2/2020	1							1	11/25/2020	1		N	
	24066037	2408 SWEETBAY CIRCLE LOT 29	SOUTHGATE LOT A 1943SQFT PLAN 2 ELEV. D	19-4070	1	9/24/2020	1									0		N	
	24066037	2404 SWEETBAY CIRCLE LOT 30	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV. H	19-4071	1	9/24/2020	1									0		N	
	24066037	2520 SWEETBAY CIRCLE LOT 31	SOUTHGATE LOT A 2144 SQFT PLAN 4 ELEV. I	19-4072	1	9/24/2020	1									0		N	
	24066037	2504 SWEETBAY CIRCLE LOT 32	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV. H	19-4073	1	11/2/2020	1									0		N	
	24066037	2500 SWEETBAY CIRCLE LOT 33	SOUTHGATE LOT A 1943SQFT PLAN 2 ELEV. D	19-4074	1	11/2/2020	1									0		N	
	24066037	2496 SWEETBAY CIRCLE LOT 34	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV. H	19-4075	1	11/2/2020	1									0		N	
	24066037	2492 SWEETBAY CIRCLE LOT 35	SOUTHGATE LOT A 1943SQFT PLAN 2 ELEV. D	19-4076	1	11/2/2020	1									0		N	
	24066037	2488 SWEETBAY CIRCLE LOT 36	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV. H	19-4077	1	11/2/2020	1									0		N	
	24066037	2484 SWEETBAY CIRCLE LOT 37	SOUTHGATE LOT A 1943SQFT PLAN 2 ELEV. D	19-4078	1	11/2/2020	1									0		N	
	24066037	2480 SWEETBAY CIRCLE LOT 38	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV. H	19-4079	1	11/2/2020	1									0		N	
	24066037	2476 SWEETBAY CIRCLE LOT 39	SOUTHGATE LOT A 1943SQFT PLAN 2 ELEV. D	19-4080	1	11/2/2020	1									0		N	
	24066037	2472 SWEETBAY CIRCLE LOT 40	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV. H	19-4081	1	8/5/2020	1									0		N	
	24066037	2468 SWEETBAY CIRCLE LOT 41	SOUTHGATE LOT A 1943SQFT PLAN 2 ELEV. D	19-4082	1	8/21/2020	1									0		N	
	24066037	2464 SWEETBAY CIRCLE LOT 42	SOUTHGATE LOT A 2078SQFT PLAN 3 ELEV. D	19-4083	1	8/5/2020	1									0		N	
	21452012	2482 N ALTOGA AV	1867 SQ FT NEW SFD	19-4095	1	5/19/2020	1									0		N	
	21446003	501 W HINTZ AV	NEW TWO STORY FOUR UNIT APARTMENT BLDG	19-4136	4	10/12/2020	4									0		N	
	24066037	2461 SWEETBAY CIRCLE LOT 15	SOUTHGATE LOT A 2086SQFT PLAN 3 ELEV. D	19-4166	1	9/1/2020	1									0		N	
	24066037	2449 SWEETBAY CIRCLE LOT 18	SOUTHGATE LOT A 2078SQFT PLAN 3 ELEV. D	19-4167	1	9/1/2020	1									0		N	

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	24066037	2416 SWEETBAY CIRCLE LOT 27	SOUTHGATE LOT A 1943SQFT PLAN 2 ELEV. D	19-4168	1	9/24/2020	1									0		N	
	24066037	2424 SWEETBAY CIRCLE LOT 25	SOUTHGATE LOT A 1943SQFT PLAN 2 ELEV. D	19-4169	1	8/18/2020	1									0		N	
	24066037	2432 SWEETBAY CIRCLE LOT 23	SOUTHGATE LOT A 1943SQFT PLAN 2 ELEV. D	19-4170	1	8/18/2020	1									0		N	
	24066037	2440 SWEETBAY CIRCLE LOT 21	SOUTHGATE LOT A 1943SQFT PLAN 2 ELEV. D	19-4171	1	8/18/2020	1									0		N	
	24066037	2453 SWEETBAY CIRCLE LOT 17	SOUTHGATE LOT A 1943SQFT PLAN 2 ELEV. D	19-4172	1	9/1/2020	1									0		N	
	24066037	2441 SWEETBAY CIRCLE LOT 20	SOUTHGATE LOT A 1943SQFT PLAN 2 ELEV. D	19-4173	1	9/1/2020	1									0		N	
	24066037	2412 SWEETBAY CIRCLE LOT 28	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV. H	19-4174	1	9/24/2020	1									0		N	
	24066037	2420 SWEETBAY CIRCLE LOT 26	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV. H	19-4175	1	8/18/2020	1									0		N	
	24066037	2428 SWEETBAY CIRCLE LOT 24	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV. H	19-4176	1	8/18/2020	1									0		N	
	24066037	2436 SWEETBAY CIRCLE LOT 22	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV. H	19-4177	1	8/18/2020	1									0		N	
	24066037	2457 SWEETBAY CIRCLE LOT 16	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV. H	19-4178	1	9/1/2020	1									0		N	
	24066037	2445 SWEETBAY CIRCLE LOT 19	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV. H	19-4179	1	9/1/2020	1									0		N	
	25247036	1221 DOMINIQUE DR	ELISSAGARAY/PLA N2DXL/2662 SQ/LOT 036	RES19-0018			0							1	2/26/2020	1		N	
	25247037	1201 DOMINIQUE	ELISSAGARAY/PLA N2DCXR/2662 SQ/LOT 037	RES19-0019			0							1	3/2/2020	1		N	
	25247038	1191 DOMINIQUE	ELISSAGARAY/PLA N4BXL/3531 SQ/LOT 38	RES19-0020			0							1	3/5/2020	1		N	
	25247039	1181 DOMINIQUE	ELISSAGARAY/PLA N3CXR/3524 SQ/LOT 39	RES19-0021			0							1	3/5/2020	1		N	
	25247040	1171 DOMINIQUE	ELISSAGARAY/PLA N1BWL/2405 SQ/LOT 40	RES19-0022			0							1	3/16/2020	1		N	
	25247041	1161 DOMINIQUE	ELISSAGARAY/PLA N3AXR/3524 SQ/LOT 41	RES19-0023			0							1	3/16/2020	1		N	
	24249047	2486 MITS WY LOT 108	SUNGOLD/PLAN 3D/2643SQ' W/CA ROOM	RES20-0281	1	6/24/2020	1							1	11/24/2020	1		N	
	24249048	2496 MITS WY LOT 109	SUNGOLD/PLAN 1A/2190SQ' W/CA ROOM	RES20-0282	1	6/24/2020	1							1	12/22/2020	1		N	
	24210008	1650 SMOKEY LN	563SQFT ADU & ADDING 126SQFT LAUNDRY ROOM	RES20-0301		12/15/2020	1									0		N	
	24869002	416 DARLENE LN	NEW 3,370SFOT SINGLE FAMILY DWELLING	RES20-0329	1	11/9/2020	1									0		N	
	23344040	310 E TWENTIETH ST	59 SQ' ADDITION OF 1/2 BATH & GARAGE W/493 SQ'ADU ABOVE	RES20-0339		11/10/2020	1									0		N	
	25351002	2788 TOSTALINDA DRIVE LOT 2	FDN ONLY - VANTAGE/PLAN 5B-R/1729 SQ FT	RES20-0399	1	11/13/2020	1									0		N	

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	24249007	1607 BUTTERCUP LN LOT 68	SUNGOLD/PLAN 1C/2190SQ'	RES20-0418	1	11/13/2020		1									0		N	
	24249008	1597 BUTTERCUP LN LOT 69	SUNGOLD/PLAN 4B/2888SQ' W/CA ROOM	RES20-0419	1	11/12/2020		1									0		N	
	24249009	2428 SUNFLOWER LN LOT 70	SUNGOLD/PLAN 3A/2643SQ' W/CA ROOM	RES20-0420	1	11/12/2020		1									0		N	
	24249010	2448 SUNFLOWER LN LOT 71	SUNGOLD/PLAN 2D/2342SQ' W/CA ROOM	RES20-0421	1	11/12/2020		1									0		N	
	24249011	2468 SUNFLOWER LN LOT 72	SUNGOLD/PLAN 1C/2190SQ' W/CA ROOM	RES20-0422	1	11/12/2020		1									0		N	
	24249012	2488 SUNFLOWER LN LOT 73	SUNGOLD/PLAN 4B/2888SQ' W/CA ROOM	RES20-0423	1	11/12/2020		1									0		N	
	24249013	2498 SUNFLOWER LN LOT 74	SUNGOLD/PLAN 1A/2190SQ' W/CA ROOM	RES20-0424	1	11/12/2020		1									0		N	
	24249014	2528 SUNFLOWER LN LOT 75	SUNGOLD/PLAN 3C/2643SQ' W/CA ROOM	RES20-0426	1	11/12/2020		1									0		N	
	24249015	2538 SUNFLOWER LN LOT 76	SUNGOLD/PLAN 4D/2888SQ' W/CA ROOM	RES20-0427	1	11/12/2020		1									0		N	
	24249016	2548 SUNFLOWER LN LOT 77	SUNGOLD/PLAN 3B/2643SQ' W/CA ROOM	RES20-0428	1	11/12/2020		1									0		N	
	24249017	2588 SUNFLOWER LN LOT 78	SUNGOLD/PLAN 4C/2888SQ' W/CA ROOM	RES20-0430	1	10/8/2020		1									0		N	
	24249018	2598 SUNFLOWER LN LOT 79	SUNGOLD/PLAN 1A/2190SQ' W/CA ROOM	RES20-0431	1	10/8/2020		1									0		N	
	24249019	1582 IVY LN LOT 80	SUNGOLD/PLAN 3B/2643SQ' W/CA ROOM	RES20-0432	1	10/8/2020		1									0		N	
	24249023	1622 IVY LN LOT 84	SUNGOLD/PLAN 3C/2643SQ' W/CA ROOM	RES20-0433	1	10/8/2020		1									0		N	
	24249020	1592 IVY LN LOT 81	SUNGOLD/PLAN 1E/2190SQ'	RES20-0434	1	10/8/2020		1									0		N	
	24249021	1602 IVY LN LOT 82	SUNGOLD/PLAN 2A/2342SQ' W/CA ROOM	RES20-0435	1	10/8/2020		1									0		N	
	24249022	1612 IVY LN LOT 83	SUNGOLD/PLAN 4B/2888SQ' W/CA ROOM	RES20-0436	1	10/8/2020		1									0		N	
	24249024	1632 IVY LN LOT 85	SUNGOLD/PLAN 4A/2888SQ' W/CA ROOM	RES20-0438	1	10/8/2020		1									0		N	
	24249025	1642 IVY LN LOT 86	SUNGOLD/PLAN 1E/2190SQ' W/CA ROOM	RES20-0439	1	9/1/2020		1									0		N	
	24249026	1652 IVY LN LOT 87	SUNGOLD/PLAN 2A/2342SQ' W/CA ROOM	RES20-0440	1	9/1/2020		1									0		N	
	24249027	1662 IVY LN LOT 88	SUNGOLD/PLAN 3D/2643SQ' W/CA ROOM	RES20-0441	1	9/1/2020		1									0		N	
	24249028	1672 IVY LN LOT 89	SUNGOLD/PLAN 4B/2888SQ' W/CA ROOM	RES20-0442	1	9/1/2020		1									0		N	
	24249029	1671 IVY LN LOT 90	SUNGOLD/PLAN 3A/2643SQ' W/CA ROOM	RES20-0443	1	9/1/2020		1									0		N	
	24249030	1661 IVY LN LOT 91	SUNGOLD/PLAN 4C/2888SQ' W/CA ROOM	RES20-0444	1	9/1/2020		1									0		N	
	24249031	1651 IVY LN LOT 92	SUNGOLD/PLAN 1B/2190SQ' W/CA ROOM	RES20-0445	1	9/1/2020		1									0		N	
	24249032	1641 IVY LN LOT 93	SUNGOLD/PLAN 2C/2342SQ' W/CA ROOM	RES20-0446	1	9/1/2020		1									0		N	

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	24249033	1640 FLORA WY LOT 94	SUNGOLD/PLAN 2A/2342SQ' W/CA ROOM	RES20-0447	1	7/27/2020	1									0		N	
	24249034	1650 FLORA WY LOT 95	SUNGOLD/PLAN 3B/2643SQ' W/CA ROOM	RES20-0448	1	7/27/2020	1									0		N	
	24249035	1660 FLORA WY LOT 96	SUNGOLD/PLAN 4A/2888SQ' W/CA ROOM	RES20-0449	1	7/27/2020	1									0		N	
	24249038	1669 FLORA WY LOT 99	SUNGOLD/PLAN 4D/2888SQ' W/CA ROOM	RES20-0450	1	7/27/2020	1							1	12/16/2020	1		N	
	24249036	1670 FLORA WY LOT 97	SUNGOLD/PLAN 1C/2190SQ' W/CA ROOM	RES20-0451	1	7/27/2020	1									0		N	
	24249037	1679 FLORA WY LOT 98	SUNGOLD/PLAN 3A/2643SQ' W/CA ROOM	RES20-0452	1	7/27/2020	1							1	12/11/2020	1		N	
	24249039	1659 FLORA WY LOT 100	SUNGOLD/PLAN 1E/2190SQ' W/CA ROOM	RES20-0453	1	7/27/2020	1									0		N	
	24249040	1649 FLORA WY LOT 101	SUNGOLD/PLAN 4C/2888SQ' W/CA ROOM	RES20-0455	1	7/27/2020	1							1	12/17/2020	1		N	
	24249049	2526 MITS WY LOT 110	SUNGOLD/PLAN 2B/2342SQ' W/CA ROOM	RES20-0456	1	9/1/2020	1									0		N	
	24249050	2536 MITS WY LOT 111	SUNGOLD/PLAN 3D/2643SQ' W/CA ROOM	RES20-0457	1	9/1/2020	1									0		N	
	24249051	2546 MITS WY LOT 112	SUNGOLD/PLAN 2C/2342SQ' W/CA ROOM	RES20-0458	1	9/1/2020	1									0		N	
	24249052	2566 MITS WY LOT 113	SUNGOLD/PLAN 1B/2190SQ' W/CA ROOM	RES20-0459	1	9/1/2020	1									0		N	
	24249053	2586 MITS WY LOT 114	SUNGOLD/PLAN 2D/2342SQ' W/CA ROOM	RES20-0460	1	9/1/2020	1									0		N	
	24249054	2587 SUNFLOWER LN LOT 115	SUNGOLD/PLAN 2B/2342SQ' W/CA ROOM	RES20-0461	1	10/8/2020	1									0		N	
	24249055	2567 SUNFLOWER LN LOT 116	SUNGOLD/PLAN 2C/2342SQ' W/CA ROOM	RES20-0462	1	10/8/2020	1									0		N	
	24249056	2547 SUNFLOWER LN LOT 117	SUNGOLD/PLAN 3A/2643SQ' W/CA ROOM	RES20-0463	1	10/8/2020	1									0		N	
	24249057	2537 SUNFLOWER LN LOT 118	SUNGOLD/PLAN 1E/2190SQ' W/CA ROOM	RES20-0464	1	10/8/2020	1									0		N	
	24249058	2527 SUNFLOWER LN LOT 119	SUNGOLD/PLAN 4D/2888SQ' W/CA ROOM	RES20-0465	1	10/8/2020	1									0		N	
	24249059	2497 SUNFLOWER LN LOT 120	SUNGOLD/PLAN 2C/2342SQ' W/CA ROOM	RES20-0466	1	11/12/2020	1									0		N	
	24249060	2487 SUNFLOWER LN LOT 121	SUNGOLD/PLAN 1B/2190SQ' W/CA ROOM	RES20-0467	1	11/12/2020	1									0		N	
	24249061	2467 SUNFLOWER LN LOT 122	SUNGOLD/PLAN 3C/2643SQ' W/CA ROOM	RES20-0468	1	11/12/2020	1									0		N	
	24249062	2447 SUNFLOWER LN LOT 123	SUNGOLD/PLAN 2B/2342SQ' W/CA ROOM	RES20-0469	1	11/12/2020	1									0		N	
	21439021	2712 HOLLY UNIT E	REPLACE EXISTING UNIT WITH 800 SQ FT MODULAR UNIT	RES20-0480	1	9/11/2020	1									0		N	
	n/a	4205 BONSAI AV	BROOKVIEW WEST PLAN 5A, 2476SQFT-2016 CBC	RES20-0541	1	6/4/2020	1							1	10/5/2020	1		N	
	n/a	4285 BONSAI AV	BROOKVIEW WEST PLAN 3A, 2202SQFT-2016 CBC	RES20-0542	1	6/4/2020	1							1	9/28/2020	1		N	

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	24032060	1318 HAMLET	SPLIT (E) RESIDENCE INTO 651 SQ FT ADU	RES20-0686		10/8/2020	1								0		N	
	n/a	1193 DAVID SENFT LANE	ELISSAGARAY/PLA N2/2662SQ	RES20-0959	1	8/26/2020	1								0		N	
	n/a	1183 DAVID SENFT LANE	ELISSAGARAY/PLA N4D/3531 SQ/LOT 16	RES20-0960	1	8/26/2020	1								0		N	
	n/a	2689 NORTHINGTON DRIVE LOT 171	ZEPHYR/PLAN 4D/2594 SQ FT	RES20-0983	1	9/3/2020	1								0		N	
	n/a	2700 RIO GRANDE DRIVE LOT 209	ZEPHYR/PLAN 3C/2510 SQ FT	RES20-0984	1	9/3/2020	1								0		N	
	n/a	2710 RIO GRANDE DRIVE LOT 210	ZEPHYR/PLAN 2D/2197 SQ FT	RES20-0986	1	9/3/2020	1								0		N	
	n/a	2630 ELLIS TOWN DRIVE	STANFORD/PLAN 2C/2727 SQ FT	RES20-0988	1	8/26/2020	1								0		N	
	n/a	2629 CORDELIA LANE	STANFORD/PLAN 2C/2727 SQ FT	RES20-0989	1	8/26/2020	1								0		N	
	n/a	2619 CORDELIA LANE	STANFORD/PLAN 3B/2945 SQ FT	RES20-0990	1	8/26/2020	1								0		N	
	n/a	1173 DAVID SENFT LANE LOT 17	ELISSAGARAY/PLA N4B/3528 SQ/LOT 17	RES20-1174	1	10/9/2020	1								0		N	
	n/a	1163 DAVID SENFT LANE LOT 18	ELISSAGARAY/PLA N2C/2654 SQ/LOT 18	RES20-1175	1	10/9/2020	1								0		N	
	n/a	1153 DAVID SENFT LANE LOT 19	ELISSAGARAY/PLA N1A/2405 SQ/LOT 19	RES20-1176	1	10/9/2020	1								0		N	
	n/a	1143 DAVID SENFT LANE LOT 20	ELISSAGARAY/PLA N2A/2662 SQ/LOT 20	RES20-1181	1	10/9/2020	1								0		N	
	n/a	1133 DAVID SENFT LANE LOT 21	ELISSAGARAY/PLA N4D/3530 SQ/LOT 21	RES20-1182	1	10/9/2020	1								0		N	
	n/a	1123 DAVID SENFT LANE LOT 22	ELISSAGARAY/PLA N2D/2662 SQ/LOT 22	RES20-1183	1	10/9/2020	1								0		N	
	n/a	1113 DAVID SENFT LANE LOT 23	ELISSAGARAY/PLA N2C/2662 SQ/LOT 23	RES20-1184	1	10/9/2020	1								0		N	
	n/a	1103 DAVID SENFT LANE LOT 24	ELISSAGARAY/PLA N4C/3531 SQ/LOT 24	RES20-1185	1	10/9/2020	1								0		N	
	n/a	1102 DAVID SENFT LANE LOT 25	ELISSAGARAY/PLA N2A/2662 SQ/LOT 25	RES20-1186	1	10/9/2020	1								0		N	
	n/a	1112 DAVID SENFT LANE LOT 26	ELISSAGARAY/PLA N4B/3531 SQ/LOT 26	RES20-1187	1	10/9/2020	1								0		N	
	n/a	1122 DAVID SENFT LANE LOT 27	ELISSAGARAY/PLA N3C/3524 SQ/LOT 27	RES20-1188	1	10/9/2020	1								0		N	
	n/a	1132 DAVID SENFT LANE LOT 28	ELISSAGARAY/PLA N1B/2405 SQ/LOT 28	RES20-1189	1	10/9/2020	1								0		N	
	n/a	1142 DAVID SENFT LANE LOT 29	ELISSAGARAY/PLA N1C/2405 SQ/LOT 29	RES20-1190	1	10/9/2020	1								0		N	
	n/a	1152 DAVID SENFT LANE LOT 30	ELISSAGARAY/PLA N3A/3524 SQ/LOT 30	RES20-1191	1	10/9/2020	1								0		N	
	n/a	1162 DAVID SENFT LANE LOT 31	ELISSAGARAY/PLA N4C/3531 SQ/LOT 31	RES20-1192	1	10/9/2020	1								0		N	
	n/a	1172 DAVID SENFT LANE LOT 32	ELISSAGARAY/PLA N1B/2405 SQ/LOT 32	RES20-1193	1	10/9/2020	1								0		N	
	n/a	1151 DOMINIQUE DRIVE LOT 42	ELISSAGARAY/PLA N4D/3530 SQ/LOT 42	RES20-1194	1	10/9/2020	1								0		N	

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	n/a	1141 DOMINIQUE DRIVE LOT 43	ELISSAGARAY/PLA N1C/2405 SQ/LOT 43	RES20-1195	1	10/9/2020		1									0		N	
	n/a	1131 DOMINIQUE DRIVE LOT 44	ELISSAGARAY/PLA N1A/2405 SQ/LOT 44	RES20-1196	1	10/9/2020		1									0		N	
	n/a	2679 NORTHINGTON DRIVE LOT 172	ZEPHYR/PLAN 2A/2197 SQ FT	RES20-1218	1	9/23/2020		1									0		N	
	n/a	2680 RIO GRANDE DRIVE LOT 207	ZEPHYR/PLAN 4D/2594 SQ FT	RES20-1219	1	9/23/2020		1									0		N	
	n/a	2690 RIO GRANDE DRIVE LOT 208	ZEPHYR/PLAN 1A/2002 SQ FT	RES20-1220	1	9/23/2020		1									0		N	
	n/a	2610 ELLIS TOWN DRIVE LOT 8	STANFORD/PLAN 2B/3194 SQ FT	RES20-1221	1	9/23/2020		1									0		N	
	n/a	2620 ELLIS TOWN DRIVE LOT 9	STANFORD/PLAN 3A/3412 SQ FT	RES20-1222	1	9/23/2020		1									0		N	
	n/a	2609 CORDELIA LANE LOT 44	STANFORD/PLAN 1A/2377 SQ FT	RES20-1223	1	9/23/2020		1									0		N	
	n/a	2798 TOSTALINDA DRIVE LOT 1	FDN ONLY - VANTAGE/PLAN 1C/2155SQ FT	RES20-1237	1	11/13/2020		1									0		N	
	n/a	2748 TOSTALINDA DRIVE LOT 6	FDN ONLY - VANTAGE/PLAN 5A-R/1729 SQ FT	RES20-1238	1	11/13/2020		1									0		N	
	n/a	2728 TOSTALINDA DRIVE LOT 8	FDN ONLY - VANTAGE/PLAN 5C-R/1729 SQ FT	RES20-1240	1	11/13/2020		1									0		N	
	n/a	2718 TOSTALINDA DRIVE LOT 9	FDN ONLY - VANTAGE/PLAN 1A/2155SQ FT	RES20-1241	1	11/13/2020		1									0		N	
	n/a	2708 TOSTALINDA DRIVE LOT 10	FDN ONLY - VANTAGE/PLAN 4B-R/2648SQ FT	RES20-1242	1	11/13/2020		1									0		N	
	n/a	2688 TOSTALINDA DRIVE LOT 12	FDN ONLY - VANTAGE/PLAN 4A/2648SQ FT	RES20-1244	1	11/13/2020		1									0		N	
	n/a	6716 KILN PLACE LOT 13	FDN ONLY - VANTAGE/PLAN 4B/2648SQ FT	RES20-1245	1	11/13/2020		1									0		N	
	n/a	6652 STARCROSS DRIVE LOT 33	FDN ONLY - VANTAGE/PLAN 2A/2340SQ FT	RES20-1246	1	11/13/2020		1									0		N	
	n/a	6653 KITTINGER LANE LOT34	FDN ONLY - VANTAGE/PLAN 5B-R/1729 SQ FT	RES20-1247	1	11/13/2020		1									0		N	
	n/a	6654 KITTINGER LANE LOT 45	FDN ONLY - VANTAGE/PLAN 2A/2340SQ FT	RES20-1249	1	11/13/2020		1									0		N	
	n/a	2739 TOSTALINDA DRIVE LOT 46	FDN ONLY - VANTAGE/PLAN 5B/1729 SQ FT	RES20-1250	1	11/13/2020		1									0		N	
	n/a	2819 TOSTALINDA DRIVE LOT 138	FDN ONLY - VANTAGE/PLAN 2C/2340SQ FT	RES20-1251	1	11/13/2020		1									0		N	
	n/a	2829 TOSTALINDA DRIVE LOT 139	FDN ONLY - VANTAGE/PLAN 1B-R/2155SQ FT	RES20-1252	1	11/13/2020		1									0		N	
	n/a	2839 TOSTALINDA DRIVE LOT 140	FDN ONLY - VANTAGE/PLAN 2C/2340SQ FT	RES20-1253	1	11/13/2020		1									0		N	
	n/a	2859 TOSTALINDA PLACE LOT 142	FDN ONLY - VANTAGE/PLAN 4B/2648SQ FT	RES20-1255	1	11/13/2020		1									0		N	
	n/a	2869 TOSTALINDA DRIVE LOT 143	FDN ONLY - VANTAGE/PLAN 1C-R/2155SQ FT	RES20-1256	1	11/13/2020		1									0		N	
	n/a	2879 TOSTALINDA DRIVE LOT 144	FDN ONLY - VANTAGE/PLAN 4A/2648SQ FT	RES20-1257	1	11/13/2020		1									0		N	
	n/a	2889 TOSTALINDA DRIVE LOT 145	FDN ONLY - VANTAGE/PLAN 3B-R/2565SQ FT	RES20-1258	1	11/13/2020		1									0		N	

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	n/a	2899 TOSTALINDA DRIVE LOT 146	FDN ONLY - VANTAGE/PLAN 4C/2648SQ FT	RES20-1259	1	11/13/2020	1									0		N	
	n/a	2929 TOSTALINDA DRIVE LOT 147	FDN ONLY - VANTAGE/PLAN 1A-R/2155SQ FT	RES20-1260	1	11/13/2020	1									0		N	
	n/a	2939 TOSTALINDA DRIVE LOT 148	FDN ONLY - VANTAGE/PLAN 2B/2340SQ FT	RES20-1304	1	11/13/2020	1									0		N	
	n/a	2949 TOSTALINDA DRIVE LOT 149	FDN ONLY - VANTAGE/PLAN 3C-R/2565SQ FT	RES20-1305	1	11/13/2020	1									0		N	
	n/a	2959 TOSTALINDA DRIVE LOT 150	FDN ONLY - VANTAGE/PLAN 4A/2648SQ FT	RES20-1306	1	11/13/2020	1									0		N	
	n/a	2979 TOSTALINDA DRIVE LOT 151	FDN ONLY - VANTAGE/PLAN 1B-R/2155SQ FT	RES20-1307	1	11/13/2020	1									0		N	
	n/a	2999 TOSTALINDA DRIVE LOT 152	FDN ONLY - VANTAGE/PLAN 2C/2340SQ FT	RES20-1308	1	11/13/2020	1									0		N	
	n/a	2998 TOSTALINDA DRIVE LOT 164	FDN ONLY - VANTAGE/PLAN 5C-R/1729 SQ FT	RES20-1326	1	11/13/2020	1									0		N	
	n/a	2988 TOSTALINDA DRIVE LOT 165	FDN ONLY - VANTAGE/PLAN 2A/2340SQ FT	RES20-1327	1	11/13/2020	1									0		N	
	n/a	2978 TOSTALINDA DRIVE LOT 166	FDN ONLY - VANTAGE/PLAN 3B-R/2565SQ FT	RES20-1328	1	11/13/2020	1									0		N	
	n/a	2968 TOSTALINDA DRIVE LOT 167	FDN ONLY - VANTAGE/PLAN 5C/1729 SQ FT	RES20-1329	1	11/13/2020	1									0		N	
	n/a	2958 TOSTALINDA DRIVE LOT 168	FDN ONLY - VANTAGE/PLAN 4B-R/2648SQ FT	RES20-1330	1	11/13/2020	1									0		N	
	n/a	2948 TOSTALINDA DRIVE LOT 169	FDN ONLY - VANTAGE/PLAN 5A/1729 SQ FT	RES20-1331	1	11/13/2020	1									0		N	
	n/a	2938 TOSTALINDA DRIVE LOT 170	FDN ONLY - VANTAGE/PLAN 2C-R/2340SQ FT	RES20-1332	1	11/13/2020	1									0		N	
	n/a	2928 TOSTALINDA DRIVE LOT 171	FDN ONLY - VANTAGE/PLAN 3A/2565SQ FT	RES20-1333	1	11/13/2020	1									0		N	
	n/a	2918 TOSTALINDA DRIVE LOT 172	FDN ONLY - VANTAGE/PLAN 5B-R/1729 SQ FT	RES20-1334	1	11/13/2020	1									0		N	
	n/a	2908 TOSTALINDA DRIVE LOT 173	FDN ONLY - VANTAGE/PLAN 1C/2155SQ FT	RES20-1336	1	11/13/2020	1									0		N	
	n/a	2898 TOSTALINDA DRIVE LOT 174	FDN ONLY - VANTAGE/PLAN 5A-R/1729 SQ FT	RES20-1338	1	11/13/2020	1									0		N	
	n/a	2888 TOSTALINDA DRIVE LOT 175	FDN ONLY - VANTAGE/PLAN 3C/2565SQ FT	RES20-1340	1	11/13/2020	1									0		N	
	n/a	2878 TOSTALINDA DRIVE LOT 176	FDN ONLY - VANTAGE/PLAN 5B-R/1729 SQ FT	RES20-1341	1	11/13/2020	1									0		N	
	n/a	2868 TOSTALINDA DRIVE LOT 177	FDN ONLY - VANTAGE/PLAN 2A/2340SQ FT	RES20-1342	1	11/13/2020	1									0		N	
	n/a	2858 TOSTALINDA DRIVE LOT 178	FDN ONLY - VANTAGE/PLAN 3B-R/2565SQ FT	RES20-1343	1	11/13/2020	1									0		N	
	n/a	2848 TOSTALINDA DRIVE LOT 179	FDN ONLY - VANTAGE/PLAN 5C/1729 SQ FT	RES20-1345	1	11/13/2020	1									0		N	
	n/a	2838 TOSTALINDA DRIVE LOT 180	FDN ONLY - VANTAGE/PLAN 1A-R/2155SQ FT	RES20-1346	1	11/13/2020	1									0		N	
	n/a	2828 TOSTALINDA DRIVE LOT 181	FDN ONLY - VANTAGE/PLAN 2B/2340SQ FT	RES20-1347	1	11/13/2020	1									0		N	
	n/a	2818 TOSTALINDA DRIVE LOT 182	FDN ONLY - VANTAGE/PLAN 1A-R/2155SQ FT	RES20-1348	1	11/13/2020	1									0		N	

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	n/a	2752 BREWER STREET LOT 108	BERKSHIRE/PLAN 3D/3129 SQ FT	RES20-1379	1	10/19/2020	1									0		N	
	n/a	2742 BREWER STREET LOT 109	BERKSHIRE/PLAN 2A/2979 SQ FT	RES20-1380	1	10/19/2020	1									0		N	
	n/a	2732 BREWER STREET LOT 110	BERKSHIRE/PLAN 3B/3129 SQ FT	RES20-1381	1	10/28/2020	1									0		N	
	n/a	2722 BREWER STREET LOT 111	BERKSHIRE/PLAN 4A/3613 SQ FT	RES20-1382	1	10/28/2020	1									0		N	
	n/a	2723 BREWER STREET LOT 118	BERKSHIRE/PLAN 2C/2979 SQ FT	RES20-1383	1	10/28/2020	1									0		N	
	n/a	2733 BREWER STREET LOT 119	BERKSHIRE/PLAN 1D/2865 SQ FT	RES20-1384	1	10/19/2020	1									0		N	
	n/a	2743 BREWER STREET LOT 120	BERKSHIRE/PLAN 3A/3129 SQ FT	RES20-1385	1	10/19/2020	1									0		N	
	n/a	2520 ELLIS TOWN DRIVE LOT 1	STANFORD/PLAN 1B/2377 SQ FT	RES20-1386	1	10/28/2020	1									0		N	
	n/a	2530 ELLIS TOWN DRIVE LOT 2	STANFORD/PLAN 3A/3412 SQ FT	RES20-1387	1	10/28/2020	1									0		N	
	n/a	2540 ELLIS TOWN DRIVE LOT 3	STANFORD/PLAN 2A/2727 SQ FT	RES20-1388	1	10/28/2020	1									0		N	
	n/a	2550 ELLIS TOWN DRIVE LOT 4	STANFORD/PLAN 3B/2945 SQ FT	RES20-1389	1	10/28/2020	1									0		N	
	n/a	2560 ELLIS TOWN DRIVE LOT 5	STANFORD/PLAN 1C/2377 SQ FT	RES20-1390	1	10/19/2020	1									0		N	
	n/a	2570 ELLIS TOWN DRIVE LOT 6	STANFORD/PLAN 2B/3194 SQ FT	RES20-1391	1	10/19/2020	1									0		N	
	n/a	2600 ELLIS TOWN DRIVE LOT 7	STANFORD/PLAN 3A/2945 SQ FT	RES20-1392	1	10/8/2020	1									0		N	
	n/a	2589 CORDELIA LANE LOT 45	STANFORD/PLAN 3C/3412 SQ FT	RES20-1393	1	10/8/2020	1									0		N	
	n/a	2579 CORDELIA LANE LOT 46	STANFORD/PLAN 2A/2727 SQ FT	RES20-1394	1	10/19/2020	1									0		N	
	n/a	2569 CORDELIA LANE LOT 47	STANFORD/PLAN 3B/2945 SQ FT	RES20-1395	1	10/19/2020	1									0		N	
	n/a	2559 CORDELIA LANE LOT 48	STANFORD/PLAN 1B/2377 SQ FT	RES20-1396	1	10/19/2020	1									0		N	
	n/a	2549 CORDELIA LANE LOT 49	STANFORD/PLAN 3A/2945 SQ FT	RES20-1397	1	10/28/2020	1									0		N	
	n/a	2539 CORDELIA LANE LOT 50	STANFORD/PLAN 2C/3194 SQ FT	RES20-1398	1	10/28/2020	1									0		N	
	n/a	2529 CORDELIA LANE LOT 51	STANFORD/PLAN 2B/2727 SQ FT	RES20-1399	1	10/28/2020	1									0		N	
	n/a	2669 NORTHINGTON LOT 173	ZEPHYR/PLAN 3C/2510 SQ FT	RES20-1400	1	10/12/2020	1									0		N	
	n/a	2659 NORTHINGTON DRIVE LOT 174	ZEPHYR/PLAN 1A/2002 SQ FT	RES20-1401	1	10/19/2020	1									0		N	
	n/a	2649 NORTHINGTON DRIVE LOT 175	ZEPHYR/PLAN 4B/2594 SQ FT	RES20-1402	1	10/19/2020	1									0		N	
	n/a	2660 RIO GRANDE DRIVE LOT 205	ZEPHYR/PLAN 4A/2594 SQ FT	RES20-1403	1	10/19/2020	1									0		N	
	n/a	2670 RIO GRANDE DRIVE LOT 206	ZEPHYR/PLAN 3B/2510 SQ FT	RES20-1404	1	10/12/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 6-PLAN 3- PARTIAL PLUMBING	RES20-1685	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 7-PLAN 2R- PARTIAL PLUMBING FEE	RES20-1692	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 9-PLAN 1R- PARTIAL PLUMBING FEE	RES20-1693	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 8-PLAN 3- PARTIAL PLUMBING FEE	RES20-1694	1	11/13/2020	1									0		N	

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	25303713	n/a	VILLAGE 7C LOT 10- PLAN 2- PARTIAL PLUMBING FEE	RES20-1695	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 11- PLAN 3- PARTIAL PLUMBING FEE	RES20-1696	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 12- PLAN 2R- PARTIAL PLUMBING FEE	RES20-1697	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 13- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1698	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 14- PLAN 2- PARTIAL PLUMBING FEE	RES20-1699	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 17- PLAN 2R- PARTIAL PLUMBING FEE	RES20-1700	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 18- PLAN 3- PARTIAL PLUMBING FEE	RES20-1701	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 19- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1702	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 20- PLAN 2- PARTIAL PLUMBING FEE	RES20-1703	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 21- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1704	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 22- PLAN 3- PARTIAL PLUMBING FEE	RES20-1705	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 23- PLAN 2R- PARTIAL PLUMBING FEE	RES20-1706	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 24- PLAN 3- PARTIAL PLUMBING FEE	RES20-1707	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 25- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1708	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 26- PLAN 2- PARTIAL PLUMBING FEE	RES20-1709	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 27- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1710	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 28- PLAN 3- PARTIAL PLUMBING FEE	RES20-1711	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 29- PLAN 3- PARTIAL PLUMBING FEE	RES20-1712	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 30- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1713	1	11/13/2020	1									0		N	

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	25303713	n/a	VILLAGE 7C LOT 31- PLAN 3- PARTIAL PLUMBING FEE	RES20-1714	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 32- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1715	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 33- PLAN 2- PARTIAL PLUMBING FEE	RES20-1716	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 34- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1717	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 35- PLAN 3- PARTIAL PLUMBING FEE	RES20-1718	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 36- PLAN 2R- PARTIAL PLUMBING FEE	RES20-1719	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 37- PLAN 3- PARTIAL PLUMBING FEE	RES20-1720	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 38- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1721	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 39- PLAN 2- PARTIAL PLUMBING FEE	RES20-1722	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 40- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1723	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 41- PLAN 3- PARTIAL PLUMBING FEE	RES20-1724	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 42- PLAN 2R- PARTIAL PLUMBING FEE	RES20-1725	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 43- PLAN 3- PARTIAL PLUMBING FEE	RES20-1726	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT44- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1727	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 45- PLAN 3- PARTIAL PLUMBING FEE	RES20-1728	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 46- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1729	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 47- PLAN 2- PARTIAL PLUMBING FEE	RES20-1730	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 48- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1731	1	11/13/2020	1									0		N	
	25303713	n/a	VILLAGE 7C LOT 49- PLAN 3- PARTIAL PLUMBING FEE	RES20-1732	1	11/13/2020	1									0		N	

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	25310015	n/a	KT PROJECT LOT 143 PLAN 4- PARTIAL PLUMBING FEE	RES20-1759	1	11/13/2020	1									0		N	
	25310015	n/a	KT PROJECT LOT 144 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1760	1	11/13/2020	1									0		N	
	25310015	n/a	KT PROJECT LOT 145 PLAN 4- PARTIAL PLUMBING FEE	RES20-1761	1	11/13/2020	1									0		N	
	25310015	n/a	KT PROJECT LOT 146 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1763	1	11/13/2020	1									0		N	
	25310015	n/a	KT PROJECT LOT 147 PLAN 3R- PARTIAL PLUMBING FEE	RES20-1764	1	11/13/2020	1									0		N	
	25310015	n/a	KT PROJECT LOT 148 PLAN 1- PARTIAL PLUMBING FEE	RES20-1765	1	11/13/2020	1									0		N	
	25310015	n/a	KT PROJECT LOT 149 PLAN 1- PARTIAL PLUMBING FEE	RES20-1766	1	11/13/2020	1									0		N	
	25310015	n/a	KT PROJECT LOT 150 PLAN 3R- PARTIAL PLUMBING FEE	RES20-1767	1	11/13/2020	1									0		N	
	25310015	n/a	KT PROJECT LOT 151 PLAN 1- PARTIAL PLUMBING FEE	RES20-1768	1	11/13/2020	1									0		N	
	25310015	n/a	KT PROJECT LOT 152 PLAN 2- PARTIAL PLUMBING FEE	RES20-1769	1	11/13/2020	1									0		N	
	25310015	n/a	KT PROJECT LOT 153 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1770	1	11/13/2020	1									0		N	
	25310015	n/a	KT PROJECT LOT 154 PLAN 3R- PARTIAL PLUMBING FEE	RES20-1771	1	11/13/2020	1									0		N	
	25310015	n/a	KT PROJECT LOT 155 PLAN 1- PARTIAL PLUMBING FEE	RES20-1772	1	11/13/2020	1									0		N	
	25310015	n/a	KT PROJECT LOT 156 PLAN 4- PARTIAL PLUMBING FEE	RES20-1773	1	11/13/2020	1									0		N	
	25310015	n/a	KT PROJECT LOT 157 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1774	1	11/13/2020	1									0		N	
	25310015	n/a	KT PROJECT LOT 158 PLAN 4- PARTIAL PLUMBING FEE	RES20-1775	1	11/13/2020	1									0		N	
	25310015	n/a	KT PROJECT LOT 159 PLAN 4R- PARTIAL PLUMBING FEE	RES20-1776	1	11/13/2020	1									0		N	
	25310015	n/a	KT PROJECT LOT 160 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1777	1	11/13/2020	1									0		N	
	25310015	n/a	KT PROJECT LOT 161 PLAN 4R- PARTIAL PLUMBING FEE	RES20-1778	1	11/13/2020	1									0		N	

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	25310015	n/a	KT PROJECT LOT 162 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1779	1	11/13/2020	1									0		N	
	25310015	n/a	KT PROJECT LOT 163 PLAN 4- PARTIAL PLUMBING FEE	RES20-1780	1	11/13/2020	1									0		N	
	25310015	n/a	KT PROJECT LOT 164 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1781	1	11/13/2020	1									0		N	
	25310015	n/a	KT PROJECT LOT 165 PLAN 4- PARTIAL PLUMBING FEE	RES20-1782	1	11/13/2020	1									0		N	
	25310015	n/a	KT PROJECT LOT 184 PLAN 2- PARTIAL PLUMBING FEE	RES20-1783	1	11/13/2020	1									0		N	
	25310015	n/a	KT PROJECT LOT 185 PLAN 1- PARTIAL PLUMBING FEE	RES20-1784	1	11/13/2020	1									0		N	
	25310015	n/a	KT PROJECT LOT 186 PLAN 3R- PARTIAL PLUMBING FEE	RES20-1785	1	11/13/2020	1									0		N	
	25310015	n/a	KT PROJECT LOT 189 PLAN 4R- PARTIAL PLUMBING FEE	RES20-1786	1	11/13/2020	1									0		N	
	n/a	6416 CALLAWAY DRIVE	MODEL ELAN LOT 27 PLAN 3C	RES20-1787	1	11/12/2020	1									0		N	
	n/a	6406 CALLAWAY DRIVE	MODEL ELAN LOT 28 PLAN 2B	RES20-1788	1	11/12/2020	1									0		N	
	n/a	6396 CALLAWAY DRIVE	MODEL ELAN LOT 29 PLAN 1A	RES20-1789	1	11/12/2020	1									0		N	
	n/a	6188 GRANVILLE STREET	ELAN LOT 6 PLAN 1A-R- PARTIAL PLUMBING FEE	RES20-1793	1	11/12/2020	1									0		N	
	n/a	6198 GRANVILLE STREET	ELAN LOT 7 PLAN 2B- PARTIAL PLUMBING FEE	RES20-1794	1	11/12/2020	1									0		N	
	n/a	6208 GRANVILLE STREET	ELAN LOT 8 PLAN 3A- PARTIAL PLUMBING FEE	RES20-1795	1	11/12/2020	1									0		N	
	n/a	6218 GRANVILLE STREET	ELAN LOT 9 PLAN 1B-R- PARTIAL PLUMBING FEE	RES20-1796	1	11/12/2020	1									0		N	
	n/a	6228 GRANVILLE STREET	ELAN LOT 10 PLAN 2A- PARTIAL PLUMBING FEE	RES20-1797	1	11/12/2020	1									0		N	
	n/a	6238 GRANVILLE STREET	ELAN LOT 11 PLAN 1C- PARTIAL PLUMBING FEE	RES20-1798	1	11/12/2020	1									0		N	
	n/a	6248 GRANVILLE STREET	ELAN LOT 12 PLAN 3A-R- PARTIAL PLUMBING FEE	RES20-1799	1	11/12/2020	1									0		N	
	n/a	6258 GRANVILLE STREET	ELAN LOT 13 PLAN 2C-R- PARTIAL PLUMBING FEE	RES20-1800	1	11/12/2020	1									0		N	
	n/a	6325 CALLAWAY DRIVE	ELAN LOT 43 PLAN 1A- PARTIAL PLUMBING FEE	RES20-1807	1	11/12/2020	1									0		N	
	n/a	6315 CALLAWAY DRIVE	ELAN LOT 44 PLAN 3A- PARTIAL PLUMBING FEE	RES20-1808	1	11/12/2020	1									0		N	
	n/a	6305 CALLAWAY DRIVE	ELAN LOT 45 PLAN 2C-R- PARTIAL PLUMBING FEE	RES20-1809	1	11/12/2020	1									0		N	
	n/a	6295 CALLAWAY DRIVE	ELAN LOT 46 PLAN 1B-R PARTIAL PLUMBING FEE	RES20-1810	1	11/12/2020	1									0		N	

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	n/a	2777 TEAGARDEN PLACE	ELAN LOT 61 PLAN 1C PARTIAL PLUMBING FEE	RES20-1815	1	11/12/2020	1									0		N	
	n/a	2787 TEAGARDEN PLACE	ELAN LOT 62 PLAN 3A- PARTIAL PLUMBING FEE	RES20-1816	1	11/12/2020	1									0		N	
	n/a	2797 SASSER PLACE	ELAN LOT 63 PLAN 2B-R- PARTIAL PLUMBING FEE	RES20-1817	1	11/12/2020	1									0		N	
	n/a	6375 CALLAWAY DRIVE	ELAN LOT 38 PLAN 3C-R- PARTIAL PLUMBING FEE	RES20-1818	1	11/12/2020	1									0		N	
	n/a	6365 CALLAWAY DRIVE	ELAN LOT 39 PLAN 2B- PARTIAL PLUMBING FEE	RES20-1819	1	11/12/2020	1									0		N	
	n/a	6355 CALLAWAY DRIVE	ELAN LOT 40 PLAN 1C-R- PARTIAL PLUMBING FEE	RES20-1820	1	11/12/2020	1									0		N	
	n/a	6345 CALLAWAY STREET	ELAN LOT41 PLAN 3B- PARTIAL PLUMBING FEE	RES20-1821	1	11/12/2020	1									0		N	
	n/a	6335 CALLAWAY DRIVE	ELAN LOT42 PLANB 2R PARTIAL PLUMBING FEE	RES20-1822	1	11/12/2020	1									0		N	
	n/a	2796 TEAGARDEN PLACE	ELAN LOT 64 PLAN 1C-R- PARTIAL PLUMBING FEE	RES20-1823	1	11/12/2020	1									0		N	
	n/a	2786 TEAGARDEN PLACE	ELAN LOT 65 PLAN 2A-R- PARTIAL PLUMBING FEE	RES20-1824	1	11/12/2020	1									0		N	
	n/a	2776 TEAGARDEN PLACE	ELAN LOT 66 PLAN 3B-R- PARTIAL PLUMBING FEE	RES20-1825	1	11/12/2020	1									0		N	
	n/a	2765 DUNSMUIR PLACE	ELAN LOT 67 PLAN 1B- PARTIAL PLUMBING FEE	RES20-1826	1	11/12/2020	1									0		N	
	n/a	2775 DUNSMUIR PLACE	ELAN LOT 68 PLAN 2C- PARTIAL PLUMBING FEE	RES20-1827	1	11/12/2020	1									0		N	
	n/a	2785 DUNSMUIR PLACE	ELAN LOT 69 PLAN 1A- PARTIAL PLUMBING FEE	RES20-1828	1	11/12/2020	1									0		N	
	n/a	2795 DUNSMUIR PLACE	ELAN LOT 70 PLAN 3A-R- PARTIAL PLUMBING FEE	RES20-1829	1	11/12/2020	1									0		N	
	n/a	6268 GRANVILLE STREET	ELAN LOT 14 PLAN 1B- PARTIAL PLUMBING FEE	RES20-1830	1	11/12/2020	1									0		N	
	n/a	6278 GRANVILLE STREET	ELAN LOT 15 PLAN 2A-R PARTIAL PLUMBING FEE	RES20-1831	1	11/12/2020	1									0		N	
	n/a	6288 GRANVILLE STREET	ELAN LOT 16 PLAN 3C- PARTIAL PLUMBING FEE	RES20-1832	1	11/12/2020	1									0		N	
	n/a	6298 GRANVILLE STREET	ELAN LOT 17 PLAN 2B-R- PARTIAL PLUMBING FEE	RES20-1833	1	11/12/2020	1									0		N	
	n/a	2623 CALLAWAY COURT	ELAN LOT 18 PLAN 1C-R- PARTIAL PLUMBING FEE	RES20-1834	1	11/12/2020	1									0		N	
	n/a	2603 CALLAWAY COURT	ELAN LOT 19 PLAN 3B- PARTIAL PLUMBING FEE	RES20-1835	1	11/12/2020	1									0		N	
	n/a	2562 CALLAWAY COURT	ELAN LOT 20 PLAN 3A-R- PARTIAL PLUMBING FEE	RES20-1836	1	11/12/2020	1									0		N	

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	n/a	2582 CALLAWAY COURT	ELAN LOT 21 PLAN 1A-R- PARTIAL PLUMBING FEE	RES20-1837	1	11/12/2020	1									0		N	
	n/a	2602 CALLAWAY COURT	ELAN LOT 22 PLAN 2C- PARTIAL PLUMBING FEE	RES20-1838	1	11/12/2020	1									0		N	
	n/a	2622 CALLAWAY COURT	ELAN LOT 23 PLAN 1B-R- PARTIAL PLUMBING FEE	RES20-1839	1	11/12/2020	1									0		N	
	n/a	6386 CALLAWAY DRIVE	ELAN LOT 30 PLAN 3B-R- PARTIAL PLUMBING FEE	RES20-1840	1	11/12/2020	1									0		N	
	n/a	2794 DUNSMUIR PLACE	ELAN LOT 31 PLAN 3C- PARTIAL PLUMBING FEE	RES20-1841	1	11/12/2020	1									0		N	
	n/a	2784 DUNSMUIR COURT	ELAN LOT 32 PLAN 1B-R- PARTIAL PLUMBING FEE	RES20-1842	1	11/12/2020	1									0		N	
	n/a	6257 GRANVILLE STREET	ELAN LOT 33 PLAN 1A- PARTIAL PLUMBING FEE	RES20-1843	1	11/12/2020	1									0		N	
	n/a	6267 GRANVILLE STREET	ELAN LOT 34 PLAN 3B-R- PARTIAL PLUMBING FEE	RES20-1844	1	11/12/2020	1									0		N	
	n/a	6277 GRANVILLE STREET	ELAN LOT 35 PLAN 2C-R PARTIAL PLUMBING FEE	RES20-1845	1	11/12/2020	1									0		N	
	n/a	6425 CALLAWAY DRIVE	ELAN LOT 24 PLAN 3B-R- PARTIAL PLUMBING FEE	RES20-1846	1	11/12/2020	1									0		N	
	n/a	6415 CALLAWAY DRIVE	ELAN LOT 25 PLAN 2B-R - PARTIAL PLUMBING FEE	RES20-1847	1	11/12/2020	1									0		N	
	n/a	6405 CALLAWAY DRIVE	ELAN LOT 26 PLAN 1B- PARTIAL PLUMBING FEE	RES20-1848	1	11/12/2020	1									0		N	
	n/a	6395 CALLAWAY DRIVE	ELAN LOT 36 PLAN 1C-R- PARTIAL PLUMBING FEE	RES20-1849	1	11/12/2020	1									0		N	
	n/a	6385 CALLAWAY DRIVE	ELAN LOT 37 PLAN 2A - PARTIAL PLUMBING FEE	RES20-1850	1	11/12/2020	1									0		N	
	n/a	2639 NORTHINGTON DRIVE LOT 176	ZEPHYR/PLAN 3D/2510 SQ FT	RES20-1861	1	11/13/2020	1									0		N	
	n/a	2629 NORTHINGTON DRIVE LOT 177	ZEPHYR/PLAN 2A/2197 SQ FT	RES20-1862	1	11/13/2020	1									0		N	
	n/a	2630 RIO GRANDE DRIVE LOT 202	ZEPHYR/PLAN 3D/2510 SQ FT	RES20-1863	1	11/13/2020	1									0		N	
	n/a	2640 RIO GRANDE DRIVE LOT 203	ZEPHYR/PLAN 2B/2197 SQ FT	RES20-1864	1	11/13/2020	1									0		N	
	n/a	2650 RIO GRANDE DRIVE LOT 204	ZEPHYR/PLAN 1C/2002 SQ FT	RES20-1865	1	11/13/2020	1									0		N	
	n/a	2280 ELLIS TOWN DRIVE LOT 19	STANFORD/PLAN 3C/2945 SQ FT	RES20-1866	1	11/13/2020	1									0		N	
	n/a	2299 JESSICA WAY LOT 23	STANFORD/PLAN 2B/3194 SQ FT	RES20-1867	1	11/13/2020	1									0		N	
	n/a	2289 JESSICA WAY LOT 24	STANFORD/PLAN 3A/2945 SQ FT	RES20-1868	1	11/13/2020	1									0		N	
	n/a	2702 BREWER STREET LOT 112	BERKSHIRE/PLAN 1D/2865 SQ FT	RES20-1869	1	11/13/2020	1									0		N	
	n/a	2692 BREWER STREET LOT 113	BERKSHIRE/PLAN 2C/2979 SQ FT	RES20-1870	1	11/13/2020	1									0		N	

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	n/a	2683 BREWER STREET LOT 115	BERKSHIRE/PLAN 1A/2865 SQ FT	RES20-1871	1	11/13/2020	1									0		N	
	n/a	2693 BREWER STREET LOT 116	BERKSHIRE/PLAN 4D/3613 SQ FT	RES20-1872	1	11/13/2020	1									0		N	
	n/a	2703 BREWER STREET LOT 117	BERKSHIRE/PLAN 3B/3129 SQ FT	RES20-1873	1	11/13/2020	1									0		N	
	n/a	2708 CORDELIA LANE LOT 140	BERKSHIRE/PLAN 2D/3613 SQ FT	RES20-1874	1	11/13/2020	1									0		N	
	n/a	2698 CORDELIA LANE LOT 141	BERKSHIRE/PLAN 1A/2865 SQ FT	RES20-1875	1	11/13/2020	1									0		N	
	n/a	2688 CORDELIA LANE LOT 142	BERKSHIRE/PLAN 4C/2979 SQ FT	RES20-1876	1	11/13/2020	1									0		N	
	25310023	n/a	KT PROJECT LOT 1 PLAN 1- PARTIAL PLUMBING FEE	RES20-2140	1	12/29/2020	1									0		N	
	25310023	n/a	KT PROJECT LOT 5 PLAN 1- PARTIAL PLUMBING FEE	RES20-2141	1	12/29/2020	1									0		N	
	25310023	n/a	KT PROJECT LOT 9 PLAN 1- PARTIAL PLUMBING FEE	RES20-2142	1	12/29/2020	1									0		N	
	25310023	n/a	KT PROJECT LOT 120 PLAN 1- PARTIAL PLUMBING FEE	RES20-2143	1	12/29/2020	1									0		N	
	25310023	n/a	KT PROJECT LOT 124 PLAN 1- PARTIAL PLUMBING FEE	RES20-2144	1	12/29/2020	1									0		N	
	25310023	n/a	KT PROJECT LOT 191 PLAN 1- PARTIAL PLUMBING FEE	RES20-2145	1	12/29/2020	1									0		N	
	25310023	n/a	KT PROJECT LOT 196 PLAN 1- PARTIAL PLUMBING FEE	RES20-2146	1	12/29/2020	1									0		N	
	25310023	n/a	KT PROJECT LOT 202 PLAN 1- PARTIAL PLUMBING FEE	RES20-2147	1	12/29/2020	1									0		N	
	25310023	n/a	KT PROJECT LOT 208 PLAN 1- PARTIAL PLUMBING FEE	RES20-2148	1	12/29/2020	1									0		N	
	25310023	n/a	KT PROJECT LOT 209 PLAN 2R- PARTIAL PLUMBING FEE	RES20-2149	1	12/29/2020	1									0		N	
	25310023	n/a	KT PROJECT LOT 209 PLAN 2- PARTIAL PLUMBING FEE	RES20-2150	1	12/29/2020	1									0		N	
	25310023	n/a	KT PROJECT LOT 205 PLAN 2R- PARTIAL PLUMBING FEE	RES20-2151	1	12/29/2020	1									0		N	
	25310023	n/a	KT PROJECT LOT 203 PLAN 2- PARTIAL PLUMBING FEE	RES20-2152	1	12/29/2020	1									0		N	
	25310023	n/a	KT PROJECT LOT 201 PLAN 2R- PARTIAL PLUMBING FEE	RES20-2153	1	12/29/2020	1									0		N	
	25310023	n/a	KT PROJECT LOT 199 PLAN 2R- PARTIAL PLUMBING FEE	RES20-2154	1	12/29/2020	1									0		N	
	25310023	n/a	KT PROJECT LOT 197PLAN 2- PARTIAL PLUMBING FEE	RES20-2155	1	12/29/2020	1									0		N	
	25310023	n/a	KT PROJECT LOT 195 PLAN 2R- PARTIAL PLUMBING FEE	RES20-2156	1	12/29/2020	1									0		N	

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	25310023	n/a	KT PROJECT LOT 193 PLAN 2R- PARTIAL PLUMBING FEE	RES20-2157	1	12/29/2020	1									0		N	
	25310023	n/a	KT PROJECT LOT 121 PLAN 2R- PARTIAL PLUMBING FEE	RES20-2158	1	12/29/2020	1									0		N	
	25310023	n/a	KT PROJECT LOT 6 PLAN 2R- PARTIAL PLUMBING FEE	RES20-2159	1	12/29/2020	1									0		N	
	25310023	n/a	KT PROJECT LOT 2 PLAN 2R- PARTIAL PLUMBING FEE	RES20-2160	1	12/29/2020	1									0		N	
	25310023	n/a	KT PROJECT LOT 4 PLAN 3R- PARTIAL PLUMBING FEE	RES20-2162	1	12/29/2020	1									0		N	
	25310023	n/a	KT PROJECT LOT 8 PLAN 3R- PARTIAL PLUMBING FEE	RES20-2163	1	12/29/2020	1									0		N	
	25310023	n/a	KT PROJECT LOT 10 PLAN 3R- PARTIAL PLUMBING FEE	RES20-2164	1	12/29/2020	1									0		N	
	25310023	n/a	KT PROJECT LOT 123 PLAN 3R- PARTIAL PLUMBING FEE	RES20-2165	1	12/29/2020	1									0		N	
	25310023	n/a	KT PROJECT LOT 190PLAN 3R- PARTIAL PLUMBING FEE	RES20-2166	1	12/20/2020	1									0		N	
	25310023	n/a	KT PROJECT LOT 3 PLAN 4- PARTIAL PLUMBING FEE	RES20-2167	1	12/29/2020	1									0		N	
	25310023	n/a	KT PROJECT LOT 7 PLAN 4- PARTIAL PLUMBING FEE	RES20-2168	1	12/29/2020	1									0		N	
	25310023	n/a	KT PROJECT LOT 122 PLAN 4- PARTIAL PLUMBING FEE	RES20-2169	1	12/29/2020	1									0		N	
	25310023	n/a	KT PROJECT LOT 125 PLAN 4- PARTIAL PLUMBING FEE	RES20-2170	1	12/29/2020	1									0		N	
	25310023	n/a	KT PROJECT LOT 192 PLAN 4R- PARTIAL PLUMBING FEE	RES20-2171	1	12/29/2020	1									0		N	
	25310023	n/a	KT PROJECT LOT 194 PLAN 4- PARTIAL PLUMBING FEE	RES20-2172	1	12/29/2020	1									0		N	
	25310023	n/a	KT PROJECT LOT 198 PLAN 4R- PARTIAL PLUMBING FEE	RES20-2173	1	12/29/2020	1									0		N	
	25310023	n/a	KT PROJECT LOT 200 PLAN 4- PARTIAL PLUMBING FEE	RES20-2174	1	12/22/2020	1									0		N	
	25310023	n/a	KT PROJECT LOT 204 PLAN 4R- PARTIAL PLUMBING FEE	RES20-2175	1	12/29/2020	1									0		N	
	25310023	n/a	KT PROJECT LOT 206 PLAN 4- PARTIAL PLUMBING FEE	RES20-2176	1	12/29/2020	1									0		N	

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

Project Identifier					Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Notes
1					16	17	18	19	20			21
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Assistance Programs for Each Development (see instructions)	Deed Restriction Type (see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destr oyed Units*	Demolished or Destroyed Units*	Demolished/Des troyed Units Owner or Renter*	Notes*
Summary Row: Start Data Entry Below									1	0	0	
	25105007	28301 S LAMMERS RD	Tracy Hills Phase 1B	TSM18-0006, TSM18-0007								
	24633050	n/a	Larkspur Estates	TSM19-0003, D20-0005								
	21443046	n/a	Clover Estates	TSM19-0008								
	25337013	n/a	Tracy Hills Phase 1A, Village 7C	TSM20-0001, D20-0023								
	25310016	n/a	Tracy Hills KT Project	TSM20-0002, D20-0028								
	25349001	6138 GRANVILLE	Tracy Hills Phase 1A, Village 6A	D20-0011								
	21452024	178 W COLLIN AV	Collin Avenue Apartments	D18-0015								
	23303009	522 W GRANT LINE RD	Rod-Singh Apts	D18-0028								
	23507064	n/a	Two Duplexes on Diaz Property	D19-0028								
	24856049	4387 MATTHEW WAY	BROOKVIEW PLAN 1 ELEV. A LOT 21	16-3360								
	24856050	4367 MATTHEW WAY	BROOKVIEW PLAN 2 ELEV. B LOT 22	16-3361								
	24856051	4347 MATTHEW WAY	BROOKVIEW PLAN 1 ELEV. B LOT 23	16-3362								
	24870032	4304 LENNOX LN	BROOKVIEW PLAN 2 ELEV. B LOT 55	16-3394								
	24856055	4303 LENNOX LN	BROOKVIEW PLAN 1 ELEV. A LOT 58	16-3397								
	24856056	4313 LENNOX LN	BROOKVIEW PLAN 2 ELEV. B LOT 59	16-3398								
	24856058	4333 LENNOX LN	BROOKVIEW PLAN 2 ELEV. A LOT 61	16-3400								
	24069041	3961 COMSTOCK PL	LEGACY PLAN2C/3128SQFT/ LOT 41	17-0833								
	24069046	3968 SANTA FE LN LOT 46	LEGEND PLAN5A/3395SQFT	17-0859								
	20927034	3600 W GRANT LINE RD	GATEWAY APARTMENTS PHASE II MASTER PERMIT	17-2994								
	24829051	2841 PEBBLEBROOKE CT	NEW 3176 SF SFD W/GARAGE & REAR PATIO - COSE RESIDENCE	18-0800								

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	24829053	2861 PEBBLEBROOKE COURT	2510 SQ FT NEW SFD	18-1677								
	24829058	342 GLENBRIAR CIRCLE	2880 SQ FT NEW SFD	18-1681								
	24829054	2871 PEBBLEBROOKE COURT	2551 SQ FT NEW SFD	18-1682								
	24614020	576 VENTANA AVENUE	NEW 2411 SQ FT SFD	18-2120								
	n/a	2367 OSTERA ST LOT 11	VILLAGE 1/PLAN 4E/2654SF	18-2167								
	n/a	2357 OSTERA ST LOT 12	VILLAGE 1/PLAN 1A/2173SF	18-2168								
	n/a	7000 PROVINCIAL ST LOT 35	VILLAGE 1/PLAN 3F/2421SF	18-2198								
	n/a	7010 PROVINCIAL ST LOT 36	VILLAGE 1/PLAN 1B/2173SF	18-2199								
	n/a	7009 PROVINCIAL ST LOT 48	VILLAGE 1/PLAN 4E/2654SF	18-2211								
	n/a	6999 PROVINCIAL ST LOT 49	VILLAGE 1/PLAN 1A/2173SF	18-2212								
	n/a	6989 PROVINCIAL ST LOT 50	VILLAGE 1/PLAN 2D/2278SF	18-2213								
	n/a	2360 IVERSTONE ST LOT 64	VILLAGE 1/PLAN 3C/2421SF	18-2239								
	n/a	2370 IVERSTONE ST LOT 65	VILLAGE 1/PLAN 4D/2278SF	18-2240								
	n/a	2361 IVERSTONE ST LOT 68	VILLAGE 1/PLAN 4B/2654SF	18-2243								
	n/a	2371 IVERSTONE ST LOT 69	VILLAGE 1/PLAN 1F/2173SF	18-2244								
	n/a	2381 IVERSTONE ST LOT 70	VILLAGE 1/PLAN 3B/2421SF	18-2245								
	n/a	7058 PALMER ST LOT 71	VILLAGE 1/PLAN 2A/2278SF	18-2253								
	n/a	7048 PALMER ST LOT 72	VILLAGE 1/PLAN 1E/2173SF	18-2254								
	n/a	7028 PALMER ST LOT 74	VILLAGE 1/PLAN 3A/2421SF	18-2256								
	n/a	7057 PALMER ST LOT 113	VILLAGE 1/PLAN 1C/2173SF	18-2284								
	n/a	7067 PALMER ST LOT 114	VILLAGE 1/PLAN 4E/2654SF	18-2285								
	n/a	7077 PALMER ST LOT 115	VILLAGE 1/PLAN 3D/2421SF	18-2286								
	n/a	6860 CELADON LN LOT 54	VILLAGE 3/PLAN 4B-R/3505SF	18-2357								
	n/a	6870 CELADON LN LOT 55	VILLAGE 3/PLAN 2A/3122SF W/CA ROOM	18-2358								
	n/a	6880 CELADON LN LOT 56	VILLAGE 3/PLAN 3F/3266SF W/CA ROOM	18-2359								
	n/a	6877 VERBENA ST LOT 57	VILLAGE 3/PLAN 4D/3505SF W/CA ROOM	18-2360								
	n/a	6857 VERBENA ST LOT 58	VILLAGE 3/PLAN 1C-R/2502SF	18-2361								
	n/a	6837 VERBENA ST LOT 59	VILLAGE 3/PLAN 4A/3505SF	18-2362								
	n/a	6827 VERBENA ST LOT 60	VILLAGE 3/PLAN 3E-R/3266SF	18-2363								
	n/a	6817 VERBENA ST LOT 61	VILLAGE 3/PLAN 2B/3122SF W/CA ROOM	18-2364								
	n/a	6807 VERBENA ST LOT 62	VILLAGE 3/PLAN 4C-R/3505SF W/CA ROOM	18-2365								
	n/a	6797 VERBENA ST LOT 63	VILLAGE 3/PLAN 1B/2502SF	18-2366								
	n/a	6787 VERBENA ST LOT 64	VILLAGE 3/PLAN 3D-R/3266SF W/CA ROOM	18-2367								
	n/a	6777 VERBENA ST LOT 65	VILLAGE 3/PLAN 2A/3122SF W/CA ROOM	18-2368								

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	n/a	6767 VERBENA ST LOT 66	VILLAGE 3/PLAN 4E- R/3505SF W/CA ROOM	18-2369								
	n/a	6757 VERBENA ST LOT 67	VILLAGE 3/PLAN 3B/3266SF W/CA ROOM	18-2370								
	n/a	6747 VERBENA ST LOT 68	VILLAGE 3/PLAN 1E- R/2502SF	18-2371								
	n/a	6808 VERBENA ST LOT 86	VILLAGE 3/PLAN 1A/2502SF	18-2389								
	n/a	6798 VERBENA ST LOT 87	VILLAGE 3/PLAN 3F- R/3266SF W/CA ROOM	18-2390								
	n/a	6788 VERBENA ST LOT 88	VILLAGE 3/PLAN 4D/3505SF W/CA ROOM	18-2391								
	n/a	6778 VERBENA ST LOT 89	VILLAGE 3/PLAN 1C- R/2502SF	18-2392								
	n/a	6768 VERBENA ST LOT 90	VILLAGE 3/PLAN 2A/3122SF W/CA ROOM	18-2393								
	n/a	6758 VERBENA ST LOT 91	VILLAGE 3/PLAN 1E- R/2502SF	18-2394								
	n/a	6748 VERBENA ST LOT 92	VILLAGE 3/PLAN 4F/3506SF W/CA ROOM	18-2395								
	n/a	6849 CELADON LN LOT 103	VILLAGE 3/PLAN 2D- R/3122SF W/CA ROOM	18-2406								
25341006		2493 GREGSON AVE LOT 6	VILLAGE 4/PLAN 1E/2257SF	18-2407								
25341007		2503 GREGSON AVE LOT 7	VILLAGE 4/PLAN 3A/2749SF	18-2408								
25341008		2513 GREGSON AVE LOT 8	VILLAGE 4/PLAN 2B/2563SF	18-2409								
25341009		2523 GREGSON AVE LOT 9	VILLAGE 4/PLAN 4A/2977SF	18-2410								
	n/a	2522 GREGSON AVE LOT 25	VILLAGE 4/PLAN 3B/2749SF	18-2500								
	n/a	2512 GREGSON AVE LOT 26	VILLAGE 4/PLAN 1C/2257SF	18-2501								
	n/a	2502 GREGSON AVE LOT 27	VILLAGE 4/PLAN 4D/2977SF	18-2502								
	n/a	7104 SACRAMENTO DR LOT 60	VILLAGE 4/PLAN 3D/2749SF	18-2529								
	n/a	7094 SACRAMENTO DR LOT 61	VILLAGE 4/PLAN 1B/2257SF	18-2530								
	n/a	7084 SACRAMENTO DR LOT 62	VILLAGE 4/PLAN 2A/2563SF	18-2531								
	n/a	7074 SACRAMENTO DR LOT 63	VILLAGE 4/PLAN 4B- R/2977SF	18-2532								
	n/a	7054 SACRAMENTO DR LOT 64	VILLAGE 4/PLAN 4A/2977SF	18-2533								
	n/a	7053 SACRAMENTO DR LOT 101	VILLAGE 4/PLAN 2C/2563SF	18-2571								
	n/a	7063 SACRAMENTO DR LOT 102	VILLAGE 4/PLAN 1D/2257SF	18-2572								
	n/a	7083 SACRAMENTO DRIVE LOT 104	VILLAGE 4/PLAN 4C/2977SF	18-2574								
25354001		2400 IVERSTONE ST LOT 116	VILLAGE 1/PLAN 2F- R/2278SF	18-2583								
25354002		2410 IVERSTONE ST LOT 117	VILLAGE 1/PLAN 4D/2654SF	18-2584								
24829052		2851 PEBBLEBROOKE CT	2894 SQFT NEW SFD	18-3015								
	n/a	849 CHERRY BLOSSOM LANE	BROOKVIEW WEST PLAN 4A, 2348SQFT	18-3131								

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	n/a	839 CHERRY BLOSSOM LANE	BROOKVIEW WEST PLAN 6C, 2685SQFT	18-3132								
	n/a	829 CHERRY BLOSSOM LANE	BROOKVIEW WEST PLAN 3B, 2202SQFT	18-3133								
	n/a	819 CHERRY BLOSSOM LANE	BROOKVIEW WEST PLAN 5C, 2476SQFT	18-3134								
	n/a	809 CHERRY BLOSSOM LANE	BROOKVIEW WEST PLAN 6B, 2685SQFT	18-3185								
	n/a	3940 CREPE MYRTLE LANE	BROOKVIEW WEST PLAN 5C, 2476SQFT	18-3186								
	n/a	3960 CREPE MYRTLE LANE	BROOKVIEW WEST PLAN 3B, 2202SQFT	18-3187								
	n/a	3980 CREPE MYRTLE LANE	BROOKVIEW WEST PLAN 6A, 2685SQFT	18-3188								
	n/a	4000 CREPE MYRTLE LANE	BROOKVIEW WEST PLAN 3C, 2202SQFT	18-3189								
	n/a	4020 CREPE MYRTLE LANE	BROOKVIEW WEST PLAN 6A, 2685SQFT	18-3190								
	n/a	4040 CREPE MYRTLE LANE	BROOKVIEW WEST PLAN 5B, 2476SQFT	18-3191								
	n/a	4060 CREPE MYRTLE LANE	BROOKVIEW WEST PLAN 3A, 2202SQFT	18-3192								
	n/a	4080 CREPE MYRTLE LANE	BROOKVIEW WEST PLAN 6C, 2685SQFT	18-3193								
	n/a	702 CREPE MYRTLE COURT	BROOKVIEW WEST PLAN 6B, 2685SQFT	18-3194								
	n/a	722 CREPE MYRTLE COURT	BROOKVIEW WEST PLAN 5C, 2476SQFT	18-3195								
	n/a	761 CREPE MYRTLE COURT	BROOKVIEW WEST PLAN 4B, 2348SQFT	18-3196								
	n/a	741 CREPE MYRTLE COURT	BROOKVIEW WEST PLAN 6A, 2685SQFT	18-3197								
	n/a	721 CREPE MYRTLE COURT	BROOKVIEW WEST PLAN 5C, 2476SQFT	18-3198								
	n/a	701 CREPE MYRTLE COURT	BROOKVIEW WEST PLAN 4B, 2348SQFT	18-3199								
	n/a	820 CHERRY BLOSSOM LANE	BROOKVIEW WEST PLAN 4C, 2348SQFT	18-3200								
	n/a	830 CHERRY BLOSSOM LANE	BROOKVIEW WEST PLAN 5A, 2476SQFT	18-3201								
	n/a	840 CHERRY BLOSSOM LANE	BROOKVIEW WEST PLAN 6B, 2685SQFT	18-3202								
	n/a	850 CHERRY BLOSSOM LANE	BROOKVIEW WEST PLAN 5C, 2476SQFT	18-3203								
	23313001	145 W HIGHLAND AV	983 SQ FT ADU	18-3540			Made assumption based on other units of similar size that were verified by HCD's affordability calculator to fall into the Moderate income category.					
	23310306	428 W TWELFTH ST	1140SQFT ACCESSORY DWELLING	19-0331			Made assumption based on other units of similar size that were verified by HCD's affordability calculator to fall into the Moderate income category.					
	24869004	409 COSE LANE LOT 4	3383 NEW SFD	19-0397								

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	24869007	408 COSE LANE	3383 NEW SFD	19-0398								
	21428047	2941 BALBOA DR	CONVERT GARAGE TO IN-LAW UNIT W/KITCHEN. RELOCATE WH & FURN	19-0475			Made assumption based on other units of similar size that were verified by HCD's affordability calculator to fall into the Moderate income category.					Assumptions were made on tenure due to lack of response from permit applicant.
	n/a	3044 PROSPECT DR LOT 53	VILLAGE 8/PLAN 3E/3919SF	19-0527								
	25355068	6246 CAMEO WY LOT 62	VILLAGE 8/PLAN 4D/4100SF/964 SF NEXT GEN & CA ROOM	19-0528								
	n/a	6256 CAMEO WAY LOT 63	VILLAGE 8/PLAN 3A/3919SF	19-0529								
	25355071	6266 CAMEO WY	VILLAGE 8/PLAN 1E/2914SF WITH CA ROOM	19-0530								
	25355072	6276 CAMEO WY LOT 65	VILLAGE 8/PLAN 2A/3773SF W/CA ROOM	19-0531								
	25355073	6286 CAMEO WY LOT 66	VILLAGE 8/PLAN 4E/4100SF/964 SF NEXT GEN & CA ROOM	19-0532								
	25355074	6234 CAROUSEL AVE LOT 67	VILLAGE 8/PLAN 4D/4100SF/964 SF NEXT GEN & CA ROOM	19-0533								
	23305313	1924 BESSIE AV	CONVERSION OF SHOP TO 3-BED IN-LAW ADU	19-0554			Made assumption based on other units of similar size that were verified by HCD's affordability calculator to fall into the Moderate income category.					
	24231055	1235 PICKFORD CT	CONVERT DEN TO BEDROOM & GARAGE CONVERSION TO ADU	19-0772			Made assumption based on other units of similar size that were verified by HCD's affordability calculator to fall into the Moderate income category.					
	24246006	2441 COLOMA LN LOT 6	PRIMROSE I 3855SQFT/PLAN 5XC/ LOT 6	19-1172								
	24246007	2461 COLOMA LN	PRIMROSE I 3677SQFT/PLAN 4D/ LOT 7	19-1173								
	24246071	2462 COLOMA LN	PRIMROSE I 3235SQFT/PLAN 3XC/ LOT 71	19-1174								
	25356001	2638 SANBELLE WY LOT 105	VILLAGE 4/PLAN 1E/2257SF	19-1263								
	25356002	2648 SANBELLE WY LOT 106	VILLAGE 4/PLAN 2D/2563SF	19-1264								
	25355059	3054 PROSPECT DR LOT 54	VILLAGE 8/PLAN 2D/3773SF W- CA ROOM	19-1396								
	25355061	3064 PROSPECT DR LOT 55	VILLAGE 8/PLAN 1E-R/2914SF W- CA ROOM	19-1399								
	25355062	3074 PROSPECT DR LOT 56	VILLAGE 8/PLAN 3C/3919SF W-CA ROOM	19-1403								
	25355063	3084 PROSPECT DR LOT 57	VILLAGE 8/PLAN 1D/2914SF W- CA ROOM	19-1409								
	25355064	3075 PROSPECT DR LOT 58	VILLAGE 8/PLAN 4B-R/4100SF/964 SF NEXT GEN & CA ROOM	19-1410								
	25355065	3065 PROSPECT DR LOT 59	VILLAGE 8/PLAN 2C/3773SF W- CA ROOM/LOFT & RETREAT	19-1412								
	25355066	3055 PROSPECT DR LOT 60	VILLAGE 8/PLAN 4E/4100SF/964 / SF NEXT GEN & CA ROOM	19-1413								

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	25355067	3045 PROSPECT DR LOT 61	VILLAGE 8/PLAN 1C/2914SF W- CA ROOM	19-1414								
	25342033	2666 LYNRIDGE AVE LOT 33	TRACY HILLS VILLAGE 5 1B/2683SQ' W/CA ROOM	19-1594								
	25342042	6865 PASEO ST	TRACY HILLS VILLAGE 5 PEARL 3A/3533SQ' W/CA ROOM	19-1595								
	25342043	6855 PASEO ST LOT 43	TRACY HILLS VILLAGE 5 4C/3599SQFT	19-1597								
	25342044	6845 PASEO ST LOT 44	TRACY HILLS VILLAGE 5 PEARL 2B/3372SQFT	19-1598								
	25346001	6835 PASEO ST LOT 45	TRACY HILLS VILLAGE 5 PEARL3E/3533SQFT	19-1599								
	25346002	6825 PASEO ST LOT 46	TRACY HILLS VILLAGE 5 PEARL 1C/2683SQFT	19-1600								
	25346025	2667 LYNRIDGE AVE LOT 25	TRACY HILLS VILLAGE 5 PEARL 3D/3533SQ' W/CA ROOM	19-1601								
	23860039	2655 HENLEY PARKWAY BLDG# 20	HARVEST SFD BLDG TYPE A-S 1598SQ'	19-1699								
	23860039	2655 HENLEY PARKWAY BLDG# 64	HARVEST SFD BLDG TYPE A-S 1598SQ'	19-1700								
	23860039	2655 HENLEY PARKWAY BLDG# 36	HARVEST SFD BLDG TYPE A-SE 1598SQ'	19-1702								
	23860039	2655 HENLEY PARKWAY BLDG# 81	HARVEST SFD BLDG TYPE A-SE 1598SQ'	19-1703								
	23860039	2655 HENLEY PARKWAY BLDG# 59	HARVEST SFD BLDG TYPE A-SE R 1598SQ'	19-1704								
	23860039	2655 HENLEY PARKWAY BLDG# 80	HARVEST SFD BLDG TYPE A-SE R 1598SQ'	19-1705								
	23860039	2655 HENLEY PARKWAY BLDG# 21	HARVEST DUPLEX BLDG TYPE B-I 3002SQ'	19-1707								
	23860039	2655 HENLEY PARKWAY BLDG# 23	HARVEST DUPLEX BLDG TYPE B-I 3002SQ'	19-1708								
	23860039	2655 HENLEY PARKWAY BLDG# 29	HARVEST DUPLEX BLDG TYPE B-I 3002SQ'	19-1709								
	23860039	2655 HENLEY PARKWAY BLDG# 35	HARVEST DUPLEX BLDG TYPE B-I 3002SQ'	19-1710								
	23860039	2655 HENLEY PARKWAY BLDG# 41	HARVEST DUPLEX BLDG TYPE B-I 3002SQ'	19-1711								
	23860039	2655 HENLEY PARKWAY BLDG# 53	HARVEST DUPLEX BLDG TYPE B-I 3002SQ'	19-1712								
	23860039	2655 HENLEY PARKWAY BLDG# 60	HARVEST DUPLEX BLDG TYPE B-I 3002SQ'	19-1713								
	23860039	2655 HENLEY PARKWAY BLDG# 62	HARVEST DUPLEX BLDG TYPE B-I 3002SQ'	19-1714								
	23860039	2655 HENLEY PARKWAY BLDG# 79	HARVEST DUPLEX BLDG TYPE B-I 3002SQ'	19-1715								
	23860039	2655 HENLEY PARKWAY BLDG# 84	HARVEST DUPLEX BLDG TYPE B-I R 3002SQ'	19-1716								

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	23860039	2655 HENLEY PARKWAY BLDG# 43	HARVEST DUPLEX BLDG TYPE B-IE 2408SQ'	19-1717								
	23860039	2655 HENLEY PARKWAY BLDG# 48	HARVEST DUPLEX BLDG TYPE B-IE 2408SQ'	19-1718								
	23860039	2655 HENLEY PARKWAY BLDG# 55	HARVEST DUPLEX BLDG TYPE B-IE 2408SQ'	19-1719								
	23860039	2655 HENLEY PARKWAY BLDG# 58	HARVEST DUPLEX BLDG TYPE B-IE 2408SQ'	19-1720								
	23860039	2655 HENLEY PARKWAY BLDG# 25	HARVEST DUPLEX BLDG TYPE B-IE 2408SQ'	19-1721								
	23860039	2655 HENLEY PARKWAY BLDG# 24	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1723								
	23860039	2655 HENLEY PARKWAY BLDG# 30	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1724								
	23860039	2655 HENLEY PARKWAY BLDG# 33	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1725								
	23860039	2655 HENLEY PARKWAY BLDG# 34	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1726								
	23860039	2655 HENLEY PARKWAY BLDG# 39	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1727								
	23860039	2655 HENLEY PARKWAY BLDG# 40	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1728								
	23860039	2655 HENLEY PARKWAY BLDG# 42	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1729								
	23860039	2655 HENLEY PARKWAY BLDG# 45	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1730								
	23860039	2655 HENLEY PARKWAY BLDG# 46	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1731								
	23860039	2655 HENLEY PARKWAY BLDG# 47	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1732								
	23860039	2655 HENLEY PARKWAY BLDG# 52	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1733								
	23860039	2655 HENLEY PARKWAY BLDG# 54	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1734								
	23860039	2655 HENLEY PARKWAY BLDG# 57	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1735								
	23860039	2655 HENLEY PARKWAY BLDG# 61	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1736								
	23860039	2655 HENLEY PARKWAY BLDG# 82	HARVEST DUPLEX BLDG TYPE B-S 3002SQ'	19-1737								
	23860039	2655 HENLEY PARKWAY BLDG# 22	HARVEST DUPLEX BLDG TYPE B-SE 3008SQ'	19-1740								
	23860039	2655 HENLEY PARKWAY BLDG# 31	HARVEST DUPLEX BLDG TYPE B-SE 3008SQ'	19-1741								
	23860039	2655 HENLEY PARKWAY BLDG# 56	HARVEST DUPLEX BLDG TYPE B-SE 3008SQ'	19-1742								
	23860039	2655 HENLEY PARKWAY BLDG# 63	HARVEST DUPLEX BLDG TYPE B-SE 3008SQ'	19-1743								
	23860039	2655 HENLEY PARKWAY BLDG# 65	HARVEST DUPLEX BLDG TYPE B-SE 3008SQ'	19-1744								
	23860039	2655 HENLEY PARKWAY BLDG# 28	HARVEST DUPLEX BLDG TYPE B-SE ALT 3053SQ'	19-1745								

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	23860039	2655 HENLEY PARKWAY BLDG# 32	HARVEST DUPLEX BLDG TYPE B-SE ALT 3053SQ'	19-1746								
	23860039	2655 HENLEY PARKWAY BLDG# 44	HARVEST DUPLEX BLDG TYPE B-SE ALT 3053SQ'	19-1747								
	23860039	2655 HENLEY PARKWAY BLDG# 51	HARVEST DUPLEX BLDG TYPE B-SE ALT 3053SQ'	19-1748								
	23860039	2655 HENLEY PARKWAY BLDG# 50	HARVEST APTS BLDG TYPE C-I 4770SQ'	19-1749								
	23860039	2655 HENLEY PARKWAY BLDG# 37	HARVEST APTS BLDG TYPE C-I R 4770SQ'	19-1752								
	23860039	2655 HENLEY PARKWAY BLDG# 66	HARVEST APTS BLDG TYPE C-I R 4770SQ'	19-1753								
	23860039	2655 HENLEY PARKWAY BLDG# 38	HARVEST APTS BLDG TYPE C-S 4712SQ'	19-1754								
	23860039	2655 HENLEY PARKWAY BLDG# 67	HARVEST APTS BLDG TYPE C-S 4712SQ'	19-1755								
	23860039	2655 HENLEY PARKWAY BLDG# 10	HARVEST APTS BLDG TYPE C-S R 4712SQ'	19-1757								
	23860039	2655 HENLEY PARKWAY BLDG# 49	HARVEST APTS BLDG TYPE C-S R 4712SQ'	19-1758								
	23860039	2655 HENLEY PARKWAY BLDG# 85	HARVEST APTS BLDG TYPE C-S R 4712SQ'	19-1759								
	23860039	2655 HENLEY PARKWAY BLDG# 8	HARVEST APTS BLDG TYPE D-I 5403SQ'	19-1760								
	23860039	2655 HENLEY PARKWAY BLDG# 18	HARVEST APTS BLDG TYPE D-I 5403SQ'	19-1761								
	23860039	2655 HENLEY PARKWAY BLDG# 27	HARVEST APTS BLDG TYPE D-I 5403SQ'	19-1762								
	23860039	2655 HENLEY PARKWAY BLDG# 17	HARVEST APTS BLDG TYPE D-I R 5403SQ'	19-1764								
	23860039	2655 HENLEY PARKWAY BLDG# 70	HARVEST APTS BLDG TYPE E-I 7247SQ'	19-1765								
	23860039	2655 HENLEY PARKWAY BLDG# 73	HARVEST APTS BLDG TYPE E-I 7247SQ'	19-1766								
	23860039	2655 HENLEY PARKWAY BLDG# 83	HARVEST APTS BLDG TYPE E-I 7247SQ'	19-1767								
	23860039	2655 HENLEY PARKWAY BLDG# 69	HARVEST APTS BLDG TYPE E-I R 7247SQ'	19-1769								
	23860039	2655 HENLEY PARKWAY BLDG# 68	HARVEST APTS BLDG TYPE E-S 7247SQ'	19-1772								
	23860039	2655 HENLEY PARKWAY BLDG# 78	HARVEST APTS BLDG TYPE E-S 7247SQ'	19-1775								
	23860039	2655 HENLEY PARKWAY BLDG# 9	HARVEST APTS BLDG TYPE E-S R 7247SQ'	19-1778								
	23860039	2655 HENLEY PARKWAY BLDG# 26	HARVEST APTS BLDG TYPE D-S 5420SQ'	19-1780								
	23860039	2655 HENLEY PARKWAY BLDG# 19	HARVEST APTS BLDG TYPE D-S R 5420SQ'	19-1782								
	24856057	4323 LENNOX LN	BROOKVIEW PLAN 1 ELEV. B LOT 60	19-1935								

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	25346003	6815 PASEO ST LOT 47	TRACY HILLS VILLAGE 5 4B/3599SQFT W/CA ROOM	19-2034								
	25346004	6805 PASEO ST LOT 48	TRACY HILLS VILLAGE 5 3C- R/3533SQFT W/CA ROOM	19-2035								
	25346005	6795 PASEO ST LOT 49	TRACY HILLS VILLAGE 5 2A/3372SQFT	19-2036								
	25346023	2638 CATSPA W CT LOT 67	TRACY HILLS VILLAGE 5 2E- R/3372SQFT W/CA ROOM	19-2050								
	25346024	2648 CATSPA W CT LOT 68	TRACY HILLS VILLAGE 5 1D/2683SQFT W/CA ROOM	19-2051								
	25355076	6254 CAROUSEL AVE LOT 69	VILLAGE 8/PLAN 3D- R/3919SF W/CA ROOM	19-2137								
	25355077	6264 CAROUSEL AVE LOT 70	VILLAGE 8/PLAN 1A- R/2914SF W/CA ROOM	19-2138								
	25355078	6274 CAROUSEL AVE LOT 71	VILLAGE 8/PLAN 3C/3919SF W/CA ROOM	19-2139								
	25355056	6263 CAROUSEL AVE LOT 52	VILLAGE 8/PLAN 4C/3136SF & 964 SF NEXT GEN & CA ROOM	19-2142								
	25355056	6263 CAROUSEL AVE LOT 52	VILLAGE 8/PLAN 4C/3136SF & 964 SF NEXT GEN & CA ROOM	19-2142			Made assumption based on other units of similar size that were verified by HCD's affordability calculator to fall into the Moderate income category.					
	n/a	6273 CAROUSEL AVE LOT 51	VILLAGE 8/PLAN 2A/3773SF W/CA ROOM	19-2143								
	n/a	6312 ZINK HOUSE DR LOT 77	VILLAGE 8/PLAN 2B/3773SF W/CA ROOM	19-2281								
	n/a	6322 ZINK HOUSE DR LOT 78	VILLAGE 8/PLAN 4C/3136SF & 964 SF NEXT GEN & CA ROOM	19-2282								
	n/a	6322 ZINK HOUSE DR LOT 78	VILLAGE 8/PLAN 4C/3136SF & 964 SF NEXT GEN & CA ROOM	19-2282			Made assumption based on other units of similar size that were verified by HCD's affordability calculator to fall into the Moderate income category.					
	n/a	6311 ZINK HOUSE DR LOT 80	VILLAGE 8/PLAN 3B- R/3919SF W/CA ROOM	19-2283								
	n/a	6321 ZINK HOUSE DR LOT 79	VILLAGE 8/PLAN 1C- R/2914SF W/CA ROOM	19-2284								
	n/a	3088 WILKINS LN LOT 15	VILLAGE 8/PLAN 3C/3919SF W/CA ROOM	19-2285								
	n/a	6341 ZINK HOUSE DR LOT 45	VILLAGE 8/PLAN 2C/3773SF W/CA ROOM	19-2286								
	25247008	2244 BLAKE	ELISSAGARAY/PLA N2AXL/2662 SQ/LOT 8	19-2704								
	25247009	2224 BLAKE	ELISSAGARAY/PLA N1CWR/2405 SQ/LOT 9	19-2706								
	25247010	2204 BLAKE	ELISSAGARAY/PLA N1BWR/2405 SQ/LOT10	19-2712								
	25247011	2144 BLAKE DR	ELISSAGARAY/PLA N3CXR/3524 SQ/LOT 11	19-2716								

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	25247012	2134 BLAKE	ELISSAGARAY/PLA N4DXR/3531 SQ/LOT 12	19-2717								
	25247013	2124 BLAKE	ELISSAGARAY/PLA N1AXR/2405 SQ/LOT 13	19-2718								
	25247014	1203 DAVID SENF	ELISSAGARAY/PLA N2CXR/2662 SQ/LOT 14	19-2721								
	25353034	2950 REYVA DHILLON LN LOT 124	VANTAGE/PLAN 4C/2648SQ FT	19-2734								
	25353028	2951 REYVA DHILLON LN LOT 118	VANTAGE/PLAN 4B/2648SQ FT	19-2787								
	25353029	2961 REYVA DHILLON LN LOT 119	VANTAGE/PLAN 3C/2565 SQ FT	19-2788								
	25353030	2971 REYVA DHILLON LN LOT 120	FDN ONLY - VANTAGE/PLAN 4A/2648SQ FT	19-2789								
	n/a	4618 MARGARET ADELE LANE LOT 222	ZEPHYR/PLAN 1D/2002 SQ FT	19-2945								
	n/a	2839 GOLD RUN STREET LOT 161	ZEPHYR/PLAN 3D/2510 SQ FT	19-2946								
	n/a	2849 GOLD RUN STREET LOT 160	ZEPHYR/PLAN 1C/2002 SQ FT	19-2947								
	n/a	2859 GOLD RUN STREET LOT 159	ZEPHYR/PLAN 2B/2197 SQ FT	19-2948								
	n/a	2869 GOLD RUN STREET LOT 158	ZEPHYR/PLAN 3C/2510 SQ FT	19-2949								
	n/a	2879 GOLD RUN STREET LOT 157	ZEPHYR/PLAN 2A/2197 SQ FT	19-2950								
	n/a	2870 RIO GRANDE DRIVE LOT 220	ZEPHYR/PLAN 1A/2002 SQ FT	19-2952								
	n/a	2860 RIO GRANDE DRIVE LOT 219	ZEPHYR/PLAN 2D/2197 SQ FT	19-2953								
	n/a	4609 MARGARET ADELE LANE LOT 153	ZEPHYR/PLAN 4B/2594 SQ FT	19-2954								
	n/a	4589 MARGARET ADELE LANE LOT 151	ZEPHYR/PLAN 2C/2197 SQ FT	19-2956								
	n/a	4639 MARGARET ADELE LANE LOT 156	ZEPHYR/PLAN 4D/2594 SQ FT	19-2957								
	n/a	4629 MARGARET ADELE LANE LOT 155	ZEPHYR/PLAN 3B/2510 SQ FT	19-2959								
	n/a	4619 MARGARET ADELE LANE LOT 154	ZEPHYR/PLAN 2A/2197 SQ FT	19-2960								
	n/a	2730 ELLIS TOWN DRIVE LOT 20	STANFORD/PLAN 2C/2727 SQ FT W/ OPT OUTDOOR LIVING	19-2993								
	n/a	2730 ELLIS TOWN DRIVE LOT 20	STANFORD/PLAN 2C/2727 SQ FT W/ OPT OUTDOOR LIVING	19-2993			Made assumption based on other units of similar size that were verified by HCD's affordability calculator to fall into the Moderate income category.					
	n/a	2739 CORDELIA LANE LOT 31	STANFORD/PLAN 2B/2727 SQ FT W/ OPT OUTDOOR LIVING	19-2994								
	n/a	2740 ELLIS TOWN DRIVE LOT 21	STANFORD/PLAN 1A/2377 SQ FT/OPT OUTDOOR LIVING	19-2995								
	n/a	2720 ELLIS TOWN DRIVE LOT 19	STANFORD/PLAN 3B/2945 W/ 3 CAR GARAGE	19-2996								
	n/a	2749 CORDELIA LANE LOT 30	STANFORD/PLAN 3C/2945 SQ FT	19-2997								

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	n/a	2759 CORDELIA LANE LOT 29	STANFORD/PLAN 2B/2727 SQ FT W/ OPT OUTDOOR LIVING	19-2998								
	n/a	2769 CORDELIA LANE LOT 28	STANFORD/PLAN 3A/2945 SQ FT W/ 3 CAR GARAGE	19-3000								
	n/a	2770 ELLIS TOWN DRIVE LOT 24	STANFORD/PLAN 3C/2945 SQ FT W/ 467 CARRIAGE UNIT	19-3001								
	n/a	2770 ELLIS TOWN DRIVE LOT 24	STANFORD/PLAN 3C/2945 SQ FT W/ 467 CARRIAGE UNIT	19-3001			Made assumption based on other units of similar size that were verified by HCD's affordability calculator to fall into the Moderate income category.					
	n/a	2760 ELLIS TOWN DRIVE LOT 23	STANFORD/PLAN 2A/2727 SQ FT W/ OPT OUTDOOR LIVING	19-3003								
	n/a	2760 ELLIS TOWN DRIVE LOT 23	STANFORD/PLAN 2A/2727 SQ FT W/ OPT OUTDOOR LIVING	19-3003			Made assumption based on other units of similar size that were verified by HCD's affordability calculator to fall into the Moderate income category.					
	n/a	2779 CORDELIA LANE LOT 27	STANFORD/PLAN 2C/2727 SQ FT W/ 3 CAR GARAGE	19-3004								
	n/a	2779 CORDELIA LANE LOT 27	STANFORD/PLAN 2C/2727 SQ FT W/ 3 CAR GARAGE	19-3004			Made assumption based on other units of similar size that were verified by HCD's affordability calculator to fall into the Moderate income category.					
	n/a	2750 ELLIS TOWN DRIVE LOT 22	STANFORD/PLAN 1B/2377 SQ FT/OPT OUTDOOR LIVING	19-3005								
	n/a	2789 CORDELIA LANE LOT 26	STANFORD/PLAN 3B/2945 W/ 3 CAR GARAGE	19-3006								
	n/a	2780 ELLIS TOWN DRIVE LOT 25	STANFORD/PLAN 1A/2377 SQ FT/OPT OUTDOOR LIVING	19-3007								
	24069051	2261 AUGUSTA AVENUE LOT 51	BERKSHIRE/PLAN 4D/3613 SQ FT	19-3025								
	n/a	2768 CORDELIA LANE LOT 134	BERKSHIRE/PLAN 3A/3129 SQ FT	19-3028								
	n/a	2778 CORDELIA LANE LOT 133	BERKSHIRE/PLAN 1B/2865 SQ FT	19-3029								
	n/a	4538 MARGARET ADELE LANE LOT 132	BERKSHIRE/PLAN 4A/3613 SQ FT	19-3030								
	n/a	4548 MARGARET ADELE LANE 131	BERKSHIRE/PLAN 3B/3129 SQ FT	19-3031								
	n/a	4558 MARGARET ADELE LANE LOT 130	BERKSHIRE/PLAN 2C/2979 SQ FT	19-3032								
	n/a	4568 MARGARET ADELE LANE LOT 129	BERKSHIRE/PLAN 4D/3613 SQ FT	19-3033								
	n/a	4549 MARGARET ADELE LANE LOT 147	BERKSHIRE/PLAN 2D/2979 SQ FT	19-3034								
	n/a	4539 MARGARET ADELE LANE LOT 146	BERKSHIRE/PLAN 4B/3613 SQ FT	19-3035								
	n/a	4529 MARGARET ADELE LANE LOT 145	BERKSHIRE/PLAN 3D/3129 SQ FT	19-3036								
	n/a	4519 MARGARET ADELE LANE LOT 144	BERKSHIRE/PLAN 1C/2865 SQ FT	19-3037								
	n/a	4509 MARGARET ADELE LANE LOT 143	BERKSHIRE/PLAN 2A/2979 SQ FT	19-3038								

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	n/a	4578 MARGARET ADELE LANE LOT 128	BERKSHIRE/PLAN 2A/2979 SQ FT	19-3039								
	n/a	4579 MARGARET ADELE LANE LOT 150	BERKSHIRE/PLAN 2C/2979 SQ FT	19-3040								
	n/a	4569 MARGARET ADELE LANE LOT 149	BERKSHIRE/PLAN 2B/2979 SQ FT	19-3041								
	n/a	4559 MARGARET ADELE LANE LOT 148	BERKSHIRE/PLAN 1A/2865 SQ FT	19-3042								
	25246022	1636 PANORAMA CT	621 SQ FT ACCESSORY DWELLING UNIT CONVERTED FROM GARAGE	19-3081			Made assumption based on other units of similar size that were verified by HCD's affordability calculator to fall into the Moderate income category.					Assumptions were made on tenure due to lack of response from permit applicant.
	n/a	2772 BREWER STREET LOT 106	BERKSHIRE/PLAN 1A/2865 SQ FT	19-3662								
	n/a	6362 ZINK HOUSE DR LOT 16	VILLAGE 8/PLAN 4A-R/3136SF & 964 SF NEXT GEN & CA ROOM	19-3919								
	n/a	6362 ZINK HOUSE DR LOT 16	VILLAGE 8/PLAN 4A-R/3136SF & 964 SF NEXT GEN & CA ROOM	19-3919			Made assumption based on other units of similar size that were verified by HCD's affordability calculator to fall into the Moderate income category.					
	n/a	6372 ZINK HOUSE DR LOT 17	VILLAGE 8/PLAN 2B-R/3773SF W/CA ROOM	19-3920								
	n/a	6382 ZINK HOUSE DR LOT 18	VILLAGE 8/PLAN 4D/3136SF & 964 SF NEXT GEN & CA ROOM	19-3921								
	n/a	6382 ZINK HOUSE DR LOT 18	VILLAGE 8/PLAN 4D/3136SF & 964 SF NEXT GEN & CA ROOM	19-3921			Made assumption based on other units of similar size that were verified by HCD's affordability calculator to fall into the Moderate income category.					
	n/a	6392 ZINK HOUSE DR LOT 19	VILLAGE 8/PLAN 1C-R/2914SF W/CA ROOM	19-3922								
	n/a	6351 ZINK HOUSE DR LOT 44	VILLAGE 8/PLAN 1E-R/2914SF W/CA ROOM	19-3923								
	n/a	6361 ZINK HOUSE DR LOT 43	VILLAGE 8/PLAN 2A/3773SF W/CA ROOM	19-3924								
	n/a	6371 ZINK HOUSE DR LOT 42	VILLAGE 8/PLAN 3C/3919SF W/CA ROOM	19-3925								
	n/a	6381 ZINK HOUSE DR LOT 41	VILLAGE 8/PLAN 1D/2914SF W/CA ROOM	19-3927								
	n/a	6391 ZINK HOUSE DR LOT 40	VILLAGE 8/PLAN 2E-R/3773SF W/CA ROOM	19-3928								
	n/a	6271 ZINK HOUSE DR LOT 84	VILLAGE 8/PLAN 2B-R/3773SF W/CA ROOM	19-3929								
	n/a	6281 ZINK HOUSE DR LOT 83	VILLAGE 8/PLAN 1D/2914SF W/CA ROOM	19-3930								
	n/a	6291 ZINK HOUSE DR LOT 82	VILLAGE 8/PLAN 3C-R/3919SF W/CA ROOM	19-3931								
	n/a	6301 ZINK HOUSE DR LOT 81	VILLAGE 8/PLAN 2D/3773SF W/CA ROOM	19-3932								
	n/a	6272 ZINK HOUSE DR LOT 73	VILLAGE 8/PLAN 1E/2914SF W/CA ROOM	19-3933								
	n/a	6282 ZINK HOUSE DR LOT 74	VILLAGE 8/PLAN 2D-R/3773SF W/CA ROOM	19-3934								

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	n/a	6292 ZINK HOUSE DR LOT 75	VILLAGE 8/PLAN 1C/2914SF W/CA ROOM	19-3935								
	n/a	6302 ZINK HOUSE DR LOT 76	VILLAGE 8/PLAN 3A- R/3919SF W/CA ROOM	19-3936								
	n/a	1677 BUTTERCUP LN LOT 62	SUNGOLD/PLAN 4C/2888SQ' W/CA ROOM	19-3961								
	n/a	1667 BUTTERCUP LN LOT 63	SUNGOLD/PLAN 2B/2342SQ' W/CA ROOM	19-3962								
	n/a	1657 BUTTERCUP LN LOT 64	SUNGOLD/PLAN 1A/2190SQ' W/CA ROOM	19-3963								
	n/a	1648 BUTTERCUP LN LOT 102	SUNGOLD/PLAN 2D/2342SQ' W/CA ROOM	19-3968								
	n/a	1658 BUTTERCUP LN LOT 103	SUNGOLD/PLAN 3C/2643SQ' W/CA ROOM	19-3969								
	n/a	1668 BUTTERCUP LN LOT 104	SUNGOLD/PLAN 4A/2888SQ' W/CA ROOM	19-3971								
	n/a	1678 BUTTERCUP LN LOT 105	SUNGOLD/PLAN 1B/2190SQ' W/CA ROOM	19-3972								
	n/a	2446 MITS WY LOT 106	SUNGOLD/PLAN 2A/2342SQ' W/CA ROOM	19-3973								
	n/a	2466 MITS WY LOT 107	SUNGOLD/PLAN 4B/2888SQ' W/CA ROOM	19-3974								
	24066037	2525 SWEETBAY CIRCLE LOT 1	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV H	19-3978								
	24066037	2521 SWEETBAY CIRCLE LOT 2	SOUTHGATE LOT A 2078SQFT PLAN 3 ELEV D	19-3979								
	24066037	2517 SWEETBAY CIRCLE LOT 3	SOUTHGATE LOT A 1943SQFT PLAN 2 ELEV. D	19-3980								
	24066037	2513 SWEETBAY CIRCLE LOT 4	SOUTHGATE LOT A 2086SQFT PLAN 3	19-3982								
	24066037	2509 SWEETBAY CIRCLE LOT 5	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV H	19-3983								
	24066037	2505 SWEETBAY CIRCLE LOT 6	SOUTHGATE LOT A 2144 SQFT PLAN 4 ELEV H	19-3984								
	24066037	2501 SWEETBAY CIRCLE LOT 7	SOUTHGATE LOT A 2078SQFT PLAN 3 ELEV D	19-3985								
	n/a	2803 BREWER STREET LOT 126	BERKSHIRE/PLAN 1D/2865 SQ FT	19-3991								
	n/a	2762 BREWER STREET LOT 107	BERKSHIRE/PLAN 2B/2979 SQ FT	19-3997								
	n/a	2718 CORDELIA LANE LOT 139	BERKSHIRE/PLAN 3B/3129 SQ FT	19-4001								
	n/a	2728 CORDELIA LANE LOT 138	BERKSHIRE/PLAN 1C/2865 SQ FT	19-4003								
	n/a	2738 CORDELIA LANE LOT 137	BERKSHIRE/PLAN 3D/3129 SQ FT	19-4006								
	n/a	2748 CORDELIA LANE LOT 136	BERKSHIRE/PLAN 2A/2979 SQ FT	19-4008								
	n/a	2758 CORDELIA LANE LOT 135	BERKSHIRE/PLAN 4B/3613 SQ FT	19-4009								
	n/a	2813 BREWER STREET LOT 127	BERKSHIRE/PLAN 3C/3129 SQ FT	19-4011								
	n/a	2639 CORDELIA LANE LOT 41	STANFORD/PLAN 3A/2945 SQ FT	19-4016								
	n/a	2649 CORDELIA LANE LOT 40	STANFORD/PLAN 2B/2727 SQ FT	19-4017								
	n/a	2659 CORDELIA LANE LOT 39	STANFORD/PLAN 3A/2945	19-4018								

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	n/a	2670 ELLIS TOWN DRIVE LOT 14	STANFORD/PLAN 2A/3194 SQ FT	19-4019								
	n/a	2670 ELLIS TOWN DRIVE LOT 14	STANFORD/PLAN 2A/3194 SQ FT	19-4019			Made assumption based on other units of similar size that were verified by HCD's affordability calculator to fall into the Moderate income category.					
	n/a	2660 ELLIS TOWN DRIVE LOT 13	STANFORD/PLAN 3C/2945 SQ FT	19-4020								
	n/a	2650 ELLIS TOWN DRIVE LOT 12	STANFORD/PLAN 1B/2377 SQ FT	19-4021								
	n/a	2640 ELLIS TOWN DRIVE LOT 11	STANFORD/PLAN 3B/2945 SQ FT	19-4022								
	n/a	2669 CORDELIA LANE LOT 38	STANFORD/PLAN 1C/2377 SQ FT	19-4026								
	n/a	2679 CORDELIA LANE LOT 37	STANFORD/PLAN 3B/2945 SQ FT	19-4027								
	n/a	2690 ELLIS TOWN DRIVE LOT 16	STANFORD/PLAN 3C/2945 SQ FT	19-4028								
	n/a	2680 ELLIS TOWN DRIVE LOT 15	STANFORD/PLAN 1A/2377 SQ FT	19-4029								
	n/a	2689 CORDELIA LANE LOT 36	STANFORD/PLAN 2A/2727 SQ FT	19-4030								
	n/a	2699 CORDELIA LANE LOT 35	STANFORD/PLAN 1B/2377 SQ FT	19-4031								
	n/a	2709 CORDELIA LANE LOT 34	STANFORD/PLAN 2C/2727 SQ FT	19-4032								
	n/a	2700 ELLIS TOWN DRIVE LOT 17	STANFORD/PLAN 2B/2727 SQ FT	19-4033								
	n/a	2710 ELLIS TOWN DRIVE LOT 18	STANFORD/PLAN 1C/2377 SQ FT	19-4034								
	n/a	2850 RIO GRANDE DRIVE LOT 218	ZEPHYR/PLAN 3B/2510 SQ FT	19-4035								
	n/a	2840 RIO GRANDE DRIVE LOT 217	ZEPHYR/PLAN 2D/2197 SQ FT	19-4036								
	n/a	2820 RIO GRANDE DRIVE LOT 215	ZEPHYR/PLAN 4A/2594 SQ FT	19-4037								
	n/a	2750 RIO GRANDE DRIVE LOT 214	ZEPHYR/PLAN 1C/2002 SQ FT	19-4038								
	n/a	2740 RIO GRANDE DRIVE LOT 213	ZEPHYR/PLAN 4C/2594 SQ FT	19-4039								
	n/a	2730 RIO GRANDE DRIVE LOT 212	ZEPHYR/PLAN 3A/2510 SQ FT	19-4040								
	n/a	2720 RIO GRANDE DRIVE LOT 211	ZEPHYR/PLAN 4B/2594 SQ FT	19-4041								
	n/a	2699 NORTHINGTON DRIVE LOT 170	ZEPHYR/PLAN 3B/2510 SQ FT	19-4042								
	n/a	2709 NORTHINGTON DRIVE LOT 169	ZEPHYR/PLAN 1A/2002 SQ FT	19-4047								
	n/a	2719 NORTHINGTON DRIVE LOT 168	ZEPHYR/PLAN 2D/2197 SQ FT	19-4048								
	n/a	2789 GOLD RUN STREET LOT 166	ZEPHYR/PLAN 1D/2002 SQ FT	19-4049								
	n/a	2799 GOLD RUN STREET LOT 165	ZEPHYR/PLAN 2B/2197 SQ FT	19-4050								
	n/a	2809 GOLD RUN STREET LOT 164	ZEPHYR/PLAN 4A/2594 SQ FT	19-4051								
	n/a	2819 GOLD RUN STREET LOT 163	ZEPHYR/PLAN 1C/2002 SQ FT	19-4052								

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	n/a	2829 GOLD RUN STREET LOT 162	ZEPHYR/PLAN 4D/2594 SQ FT	19-4053								
	n/a	2830 RIO GRANDE DRIVE LOT 216	ZEPHYR/PLAN 2B/2197 SQ FT	19-4054								
	24066037	2497 SWEETBAY CIRCLE LOT 8	SOUTHGATE LOT A 1943SQFT PLAN 2 ELEV. D	19-4061								
	n/a	2779 GOLD RUN STREET LOT 167	ZEPHYR/PLAN 3C/2510 SQ FT	19-4062								
	24066037	125 ALBA WAY LOT 11	SOUTHGATE LOT A 2144 SQFT PLAN 4 ELEV H	19-4066								
	24066037	124 ALBA WAY LOT 12	SOUTHGATE LOT A 2144 SQFT PLAN 4 ELEV I	19-4067								
	24066037	2469 SWEETBAY CIRCLE LOT 13	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV H	19-4068								
	24066037	2463 SWEETBAY CIRCLE LOT 14	SOUTHGATE LOT A 2144 SQFT PLAN 4 ELEV I	19-4069								
	24066037	2408 SWEETBAY CIRCLE LOT 29	SOUTHGATE LOT A 1943SQFT PLAN 2 ELEV. D	19-4070								
	24066037	2404 SWEETBAY CIRCLE LOT 30	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV H	19-4071								
	24066037	2520 SWEETBAY CIRCLE LOT 31	SOUTHGATE LOT A 2144 SQFT PLAN 4 ELEV I	19-4072								
	24066037	2504 SWEETBAY CIRCLE LOT 32	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV H	19-4073								
	24066037	2500 SWEETBAY CIRCLE LOT 33	SOUTHGATE LOT A 1943SQFT PLAN 2 ELEV. D	19-4074								
	24066037	2496 SWEETBAY CIRCLE LOT 34	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV H	19-4075								
	24066037	2492 SWEETBAY CIRCLE LOT 35	SOUTHGATE LOT A 1943SQFT PLAN 2 ELEV. D	19-4076								
	24066037	2488 SWEETBAY CIRCLE LOT 36	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV H	19-4077								
	24066037	2484 SWEETBAY CIRCLE LOT 37	SOUTHGATE LOT A 1943SQFT PLAN 2 ELEV. D	19-4078								
	24066037	2480 SWEETBAY CIRCLE LOT 38	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV H	19-4079								
	24066037	2476 SWEETBAY CIRCLE LOT 39	SOUTHGATE LOT A 1943SQFT PLAN 2 ELEV. D	19-4080								
	24066037	2472 SWEETBAY CIRCLE LOT 40	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV H	19-4081								
	24066037	2468 SWEETBAY CIRCLE LOT 41	SOUTHGATE LOT A 1943SQFT PLAN 2 ELEV. D	19-4082								
	24066037	2464 SWEETBAY CIRCLE LOT 42	SOUTHGATE LOT A 2078SQFT PLAN 3 ELEV D	19-4083								
	21452012	2482 N ALTOGA AV	1867 SQ FT NEW SFD	19-4095								
	21446003	501 W HINTZ AV	NEW TWO STORY FOUR UNIT APARTMENT BLDG	19-4136								
	24066037	2461 SWEETBAY CIRCLE LOT 15	SOUTHGATE LOT A 2086SQFT PLAN 3 ELEV D	19-4166								
	24066037	2449 SWEETBAY CIRCLE LOT 18	SOUTHGATE LOT A 2078SQFT PLAN 3 ELEV D	19-4167								

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	24066037	2416 SWEETBAY CIRCLE LOT 27	SOUTHGATE LOT A 1943SQFT PLAN 2 ELEV. D	19-4168								
	24066037	2424 SWEETBAY CIRCLE LOT 25	SOUTHGATE LOT A 1943SQFT PLAN 2 ELEV. D	19-4169								
	24066037	2432 SWEETBAY CIRCLE LOT 23	SOUTHGATE LOT A 1943SQFT PLAN 2 ELEV. D	19-4170								
	24066037	2440 SWEETBAY CIRCLE LOT 21	SOUTHGATE LOT A 1943SQFT PLAN 2 ELEV. D	19-4171								
	24066037	2453 SWEETBAY CIRCLE LOT 17	SOUTHGATE LOT A 1943SQFT PLAN 2 ELEV. D	19-4172								
	24066037	2441 SWEETBAY CIRCLE LOT 20	SOUTHGATE LOT A 1943SQFT PLAN 2 ELEV. D	19-4173								
	24066037	2412 SWEETBAY CIRCLE LOT 28	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV. H	19-4174								
	24066037	2420 SWEETBAY CIRCLE LOT 26	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV. H	19-4175								
	24066037	2428 SWEETBAY CIRCLE LOT 24	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV. H	19-4176								
	24066037	2436 SWEETBAY CIRCLE LOT 22	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV. H	19-4177								
	24066037	2457 SWEETBAY CIRCLE LOT 16	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV. H	19-4178								
	24066037	2445 SWEETBAY CIRCLE LOT 19	SOUTHGATE LOT A 1782SQFT PLAN 1 ELEV. H	19-4179								
	25247036	1221 DOMINIQUE DR	ELISSAGARAY/PLA N2DXL/2662 SQ/LOT 036	RES19-0018								
	25247037	1201 DOMINIQUE	ELISSAGARAY/PLA N2DCXR/2662 SQ/LOT 037	RES19-0019								
	25247038	1191 DOMINIQUE	ELISSAGARAY/PLA N4BXL/3531 SQ/LOT 38	RES19-0020								
	25247039	1181 DOMINIQUE	ELISSAGARAY/PLA N3CXR/3524 SQ/LOT 39	RES19-0021								
	25247040	1171 DOMINIQUE	ELISSAGARAY/PLA N1BWL/2405 SQ/LOT 40	RES19-0022								
	25247041	1161 DOMINIQUE	ELISSAGARAY/PLA N3AXR/3524 SQ/LOT 41	RES19-0023								
	24249047	2486 MITS WY LOT 108	SUNGOLD/PLAN 3D/2643SQ' W/CA ROOM	RES20-0281								
	24249048	2496 MITS WY LOT 109	SUNGOLD/PLAN 1A/2190SQ' W/CA ROOM	RES20-0282								
	24210008	1650 SMOKEY LN	563SQFT ADU & ADDING 126SQFT LAUNDRY ROOM	RES20-0301			Made assumption based on other units of similar size that were verified by HCD's affordability calculator to fall into the Moderate income category.					
	24869002	416 DARLENE LN	NEW 3,370SFQT SINGLE FAMILY DWELLING	RES20-0329								Assumption was made about tenure due to lack of response from permit applicant.
	23344040	310 E TWENTIETH ST	59 SQ' ADDITION OF 1/2 BATH & GARAGE W/493 SQ'ADU ABOVE	RES20-0339			Made assumption based on other units of similar size that were verified by HCD's affordability calculator to fall into the Moderate income category.					
	25351002	2788 TOSTALINDA DRIVE LOT 2	FDN ONLY - VANTAGE/PLAN 5B-R/1729 SQ FT	RES20-0399								

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	24249007	1607 BUTTERCUP LN LOT 68	SUNGOLD/PLAN 1C/2190SQ'	RES20-0418								
	24249008	1597 BUTTERCUP LN LOT 69	SUNGOLD/PLAN 4B/2888SQ' W/CA ROOM	RES20-0419								
	24249009	2428 SUNFLOWER LN LOT 70	SUNGOLD/PLAN 3A/2643SQ' W/CA ROOM	RES20-0420								
	24249010	2448 SUNFLOWER LN LOT 71	SUNGOLD/PLAN 2D/2342SQ' W/CA ROOM	RES20-0421								
	24249011	2468 SUNFLOWER LN LOT 72	SUNGOLD/PLAN 1C/2190SQ' W/CA ROOM	RES20-0422								
	24249012	2488 SUNFLOWER LN LOT 73	SUNGOLD/PLAN 4B/2888SQ' W/CA ROOM	RES20-0423								
	24249013	2498 SUNFLOWER LN LOT 74	SUNGOLD/PLAN 1A/2190SQ' W/CA ROOM	RES20-0424								
	24249014	2528 SUNFLOWER LN LOT 75	SUNGOLD/PLAN 3C/2643SQ' W/CA ROOM	RES20-0426								
	24249015	2538 SUNFLOWER LN LOT 76	SUNGOLD/PLAN 4D/2888SQ' W/CA ROOM	RES20-0427								
	24249016	2548 SUNFLOWER LN LOT 77	SUNGOLD/PLAN 3B/2643SQ' W/CA ROOM	RES20-0428								
	24249017	2588 SUNFLOWER LN LOT 78	SUNGOLD/PLAN 4C/2888SQ' W/CA ROOM	RES20-0430								
	24249018	2598 SUNFLOWER LN LOT 79	SUNGOLD/PLAN 1A/2190SQ' W/CA ROOM	RES20-0431								
	24249019	1582 IVY LN LOT 80	SUNGOLD/PLAN 3B/2643SQ' W/CA ROOM	RES20-0432								
	24249023	1622 IVY LN LOT 84	SUNGOLD/PLAN 3C/2643SQ' W/CA ROOM	RES20-0433								
	24249020	1592 IVY LN LOT 81	SUNGOLD/PLAN 1E/2190SQ'	RES20-0434								
	24249021	1602 IVY LN LOT 82	SUNGOLD/PLAN 2A/2342SQ' W/CA ROOM	RES20-0435								
	24249022	1612 IVY LN LOT 83	SUNGOLD/PLAN 4B/2888SQ' W/CA ROOM	RES20-0436								
	24249024	1632 IVY LN LOT 85	SUNGOLD/PLAN 4A/2888SQ' W/CA ROOM	RES20-0438								
	24249025	1642 IVY LN LOT 86	SUNGOLD/PLAN 1E/2190SQ' W/CA ROOM	RES20-0439								
	24249026	1652 IVY LN LOT 87	SUNGOLD/PLAN 2A/2342SQ' W/CA ROOM	RES20-0440								
	24249027	1662 IVY LN LOT 88	SUNGOLD/PLAN 3D/2643SQ' W/CA ROOM	RES20-0441								
	24249028	1672 IVY LN LOT 89	SUNGOLD/PLAN 4B/2888SQ' W/CA ROOM	RES20-0442								
	24249029	1671 IVY LN LOT 90	SUNGOLD/PLAN 3A/2643SQ' W/CA ROOM	RES20-0443								
	24249030	1661 IVY LN LOT 91	SUNGOLD/PLAN 4C/2888SQ' W/CA ROOM	RES20-0444								
	24249031	1651 IVY LN LOT 92	SUNGOLD/PLAN 1B/2190SQ' W/CA ROOM	RES20-0445								
	24249032	1641 IVY LN LOT 93	SUNGOLD/PLAN 2C/2342SQ' W/CA ROOM	RES20-0446								

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	24249033	1640 FLORA WY LOT 94	SUNGOLD/PLAN 2A/2342SQ' W/CA ROOM	RES20-0447								
	24249034	1650 FLORA WY LOT 95	SUNGOLD/PLAN 3B/2643SQ' W/CA ROOM	RES20-0448								
	24249035	1660 FLORA WY LOT 96	SUNGOLD/PLAN 4A/2888SQ' W/CA ROOM	RES20-0449								
	24249038	1669 FLORA WY LOT 99	SUNGOLD/PLAN 4D/2888SQ' W/CA ROOM	RES20-0450								
	24249036	1670 FLORA WY LOT 97	SUNGOLD/PLAN 1C/2190SQ' W/CA ROOM	RES20-0451								
	24249037	1679 FLORA WY LOT 98	SUNGOLD/PLAN 3A/2643SQ' W/CA ROOM	RES20-0452								
	24249039	1659 FLORA WY LOT 100	SUNGOLD/PLAN 1E/2190SQ' W/CA ROOM	RES20-0453								
	24249040	1649 FLORA WY LOT 101	SUNGOLD/PLAN 4C/2888SQ' W/CA ROOM	RES20-0455								
	24249049	2526 MITS WY LOT 110	SUNGOLD/PLAN 2B/2342SQ' W/CA ROOM	RES20-0456								
	24249050	2536 MITS WY LOT 111	SUNGOLD/PLAN 3D/2643SQ' W/CA ROOM	RES20-0457								
	24249051	2546 MITS WY LOT 112	SUNGOLD/PLAN 2C/2342SQ' W/CA ROOM	RES20-0458								
	24249052	2566 MITS WY LOT 113	SUNGOLD/PLAN 1B/2190SQ' W/CA ROOM	RES20-0459								
	24249053	2586 MITS WY LOT 114	SUNGOLD/PLAN 2D/2342SQ' W/CA ROOM	RES20-0460								
	24249054	2587 SUNFLOWER LN LOT 115	SUNGOLD/PLAN 2B/2342SQ' W/CA ROOM	RES20-0461								
	24249055	2567 SUNFLOWER LN LOT 116	SUNGOLD/PLAN 2C/2342SQ' W/CA ROOM	RES20-0462								
	24249056	2547 SUNFLOWER LN LOT 117	SUNGOLD/PLAN 3A/2643SQ' W/CA ROOM	RES20-0463								
	24249057	2537 SUNFLOWER LN LOT 118	SUNGOLD/PLAN 1E/2190SQ' W/CA ROOM	RES20-0464								
	24249058	2527 SUNFLOWER LN LOT 119	SUNGOLD/PLAN 4D/2888SQ' W/CA ROOM	RES20-0465								
	24249059	2497 SUNFLOWER LN LOT 120	SUNGOLD/PLAN 2C/2342SQ' W/CA ROOM	RES20-0466								
	24249060	2487 SUNFLOWER LN LOT 121	SUNGOLD/PLAN 1B/2190SQ' W/CA ROOM	RES20-0467								
	24249061	2467 SUNFLOWER LN LOT 122	SUNGOLD/PLAN 3C/2643SQ' W/CA ROOM	RES20-0468								
	24249062	2447 SUNFLOWER LN LOT 123	SUNGOLD/PLAN 2B/2342SQ' W/CA ROOM	RES20-0469								
	21439021	2712 HOLLY UNIT E	REPLACE EXISTING UNIT WITH 800 SQ FT MODULAR UNIT	RES20-0480					1	Destroyed	R	
	n/a	4205 BONSAI AV	BROOKVIEW WEST PLAN 5A, 2476SQFT-2016 CBC	RES20-0541								
	n/a	4285 BONSAI AV	BROOKVIEW WEST PLAN 3A, 2202SQFT-2016 CBC	RES20-0542								

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	24032060	1318 HAMLET	SPLIT (E) RESIDENCE INTO 651 SQ FT ADU	RES20-0686			Made assumption based on other units of similar size that were verified by HCD's affordability calculator to fall into the Moderate income category.					
	n/a	1193 DAVID SENF T LANE	ELISSAGARAY/PLA N2/2662SQ	RES20-0959								
	n/a	1183 DAVID SENF T LANE	ELISSAGARAY/PLA N4D/3531 SQ/LOT 16	RES20-0960								
	n/a	2689 NORTHINGTON DRIVE LOT 171	ZEPHYR/PLAN 4D/2594 SQ FT	RES20-0983								
	n/a	2700 RIO GRANDE DRIVE LOT 209	ZEPHYR/PLAN 3C/2510 SQ FT	RES20-0984								
	n/a	2710 RIO GRANDE DRIVE LOT 210	ZEPHYR/PLAN 2D/2197 SQ FT	RES20-0986								
	n/a	2630 ELLIS TOWN DRIVE	STANFORD/PLAN 2C/2727 SQ FT	RES20-0988								
	n/a	2629 CORDELIA LANE	STANFORD/PLAN 2C/2727 SQ FT	RES20-0989								
	n/a	2619 CORDELIA LANE	STANFORD/PLAN 3B/2945 SQ FT	RES20-0990								
	n/a	1173 DAVID SENF T LANE LOT 17	ELISSAGARAY/PLA N4B/3528 SQ/LOT 17	RES20-1174								
	n/a	1163 DAVID SENF T LANE LOT 18	ELISSAGARAY/PLA N2C/2654 SQ/LOT 18	RES20-1175								
	n/a	1153 DAVID SENF T LANE LOT 19	ELISSAGARAY/PLA N1A/2405 SQ/LOT 19	RES20-1176								
	n/a	1143 DAVID SENF T LANE LOT 20	ELISSAGARAY/PLA N2A/2662 SQ/LOT 20	RES20-1181								
	n/a	1133 DAVID SENF T LANE LOT 21	ELISSAGARAY/PLA N4D/3530 SQ/LOT 21	RES20-1182								
	n/a	1123 DAVID SENF T LANE LOT 22	ELISSAGARAY/PLA N2D/2662 SQ/LOT 22	RES20-1183								
	n/a	1113 DAVID SENF T LANE LOT 23	ELISSAGARAY/PLA N2C/2662 SQ/LOT 23	RES20-1184								
	n/a	1103 DAVID SENF T LANE LOT 24	ELISSAGARAY/PLA N4C/3531 SQ/LOT 24	RES20-1185								
	n/a	1102 DAVID SENF T LANE LOT 25	ELISSAGARAY/PLA N2A/2662 SQ/LOT 25	RES20-1186								
	n/a	1112 DAVID SENF T LANE LOT 26	ELISSAGARAY/PLA N4B/3531 SQ/LOT 26	RES20-1187								
	n/a	1122 DAVID SENF T LANE LOT 27	ELISSAGARAY/PLA N3C/3524 SQ/LOT 27	RES20-1188								
	n/a	1132 DAVID SENF T LANE LOT 28	ELISSAGARAY/PLA N1B/2405 SQ/LOT 28	RES20-1189								
	n/a	1142 DAVID SENF T LANE LOT 29	ELISSAGARAY/PLA N1C/2405 SQ/LOT 29	RES20-1190								
	n/a	1152 DAVID SENF T LANE LOT 30	ELISSAGARAY/PLA N3A/3524 SQ/LOT 30	RES20-1191								
	n/a	1162 DAVID SENF T LANE LOT 31	ELISSAGARAY/PLA N4C/3531 SQ/LOT 31	RES20-1192								
	n/a	1172 DAVID SENF T LANE LOT 32	ELISSAGARAY/PLA N1B/2405 SQ/LOT 32	RES20-1193								
	n/a	1151 DOMINIQUE DRIVE LOT 42	ELISSAGARAY/PLA N4D/3530 SQ/LOT 42	RES20-1194								

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	n/a	1141 DOMINIQUE DRIVE LOT 43	ELISSAGARAY/PLA N1C/2405 SQ/LOT 43	RES20-1195								
	n/a	1131 DOMINIQUE DRIVE LOT 44	ELISSAGARAY/PLA N1A/2405 SQ/LOT 44	RES20-1196								
	n/a	2679 NORTHINGTON DRIVE LOT 172	ZEPHYR/PLAN 2A/2197 SQ FT	RES20-1218								
	n/a	2680 RIO GRANDE DRIVE LOT 207	ZEPHYR/PLAN 4D/2594 SQ FT	RES20-1219								
	n/a	2690 RIO GRANDE DRIVE LOT 208	ZEPHYR/PLAN 1A/2002 SQ FT	RES20-1220								
	n/a	2610 ELLIS TOWN DRIVE LOT 8	STANFORD/PLAN 2B/3194 SQ FT	RES20-1221								
	n/a	2620 ELLIS TOWN DRIVE LOT 9	STANFORD/PLAN 3A/3412 SQ FT	RES20-1222								
	n/a	2609 CORDELIA LANE LOT 44	STANFORD/PLAN 1A/2377 SQ FT	RES20-1223								
	n/a	2798 TOSTALINDA DRIVE LOT 1	FDN ONLY - VANTAGE/PLAN 1C/2155SQ FT	RES20-1237								
	n/a	2748 TOSTALINDA DRIVE LOT 6	FDN ONLY - VANTAGE/PLAN 5A-R/1729 SQ FT	RES20-1238								
	n/a	2728 TOSTALINDA DRIVE LOT 8	FDN ONLY - VANTAGE/PLAN 5C-R/1729 SQ FT	RES20-1240								
	n/a	2718 TOSTALINDA DRIVE LOT 9	FDN ONLY - VANTAGE/PLAN 1A/2155SQ FT	RES20-1241								
	n/a	2708 TOSTALINDA DRIVE LOT 10	FDN ONLY - VANTAGE/PLAN 4B-R/2648SQ FT	RES20-1242								
	n/a	2688 TOSTALINDA DRIVE LOT 12	FDN ONLY - VANTAGE/PLAN 4A/2648SQ FT	RES20-1244								
	n/a	6716 KILN PLACE LOT 13	FDN ONLY - VANTAGE/PLAN 4B/2648SQ FT	RES20-1245								
	n/a	6652 STARCROSS DRIVE LOT 33	FDN ONLY - VANTAGE/PLAN 2A/2340SQ FT	RES20-1246								
	n/a	6653 KITTINGER LANE LOT34	FDN ONLY - VANTAGE/PLAN 5B-R/1729 SQ FT	RES20-1247								
	n/a	6654 KITTINGER LANE LOT 45	FDN ONLY - VANTAGE/PLAN 2A/2340SQ FT	RES20-1249								
	n/a	2739 TOSTALINDA DRIVE LOT 46	FDN ONLY - VANTAGE/PLAN 5B/1729 SQ FT	RES20-1250								
	n/a	2819 TOSTALINDA DRIVE LOT 138	FDN ONLY - VANTAGE/PLAN 2C/2340SQ FT	RES20-1251								
	n/a	2829 TOSTALINDA DRIVE LOT 139	FDN ONLY - VANTAGE/PLAN 1B-R/2155SQ FT	RES20-1252								
	n/a	2839 TOSTALINDA DRIVE LOT 140	FDN ONLY - VANTAGE/PLAN 2C/2340SQ FT	RES20-1253								
	n/a	2859 TOSTALINDA PLACE LOT 142	FDN ONLY - VANTAGE/PLAN 4B/2648SQ FT	RES20-1255								
	n/a	2869 TOSTALINDA DRIVE LOT 143	FDN ONLY - VANTAGE/PLAN 1C-R/2155SQ FT	RES20-1256								
	n/a	2879 TOSTALINDA DRIVE LOT 144	FDN ONLY - VANTAGE/PLAN 4A/2648SQ FT	RES20-1257								
	n/a	2889 TOSTALINDA DRIVE LOT 145	FDN ONLY - VANTAGE/PLAN 3B-R/2565SQ FT	RES20-1258								

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	n/a	2899 TOSTALINDA DRIVE LOT 146	FDN ONLY - VANTAGE/PLAN 4C/2648SQ FT	RES20-1259								
	n/a	2929 TOSTALINDA DRIVE LOT 147	FDN ONLY - VANTAGE/PLAN 1A-R/2155SQ FT	RES20-1260								
	n/a	2939 TOSTALINDA DRIVE LOT 148	FDN ONLY - VANTAGE/PLAN 2B/2340SQ FT	RES20-1304								
	n/a	2949 TOSTALINDA DRIVE LOT 149	FDN ONLY - VANTAGE/PLAN 3C-R/2565SQ FT	RES20-1305								
	n/a	2959 TOSTALINDA DRIVE LOT 150	FDN ONLY - VANTAGE/PLAN 4A/2648SQ FT	RES20-1306								
	n/a	2979 TOSTALINDA DRIVE LOT 151	FDN ONLY - VANTAGE/PLAN 1B-R/2155SQ FT	RES20-1307								
	n/a	2999 TOSTALINDA DRIVE LOT 152	FDN ONLY - VANTAGE/PLAN 2C/2340SQ FT	RES20-1308								
	n/a	2998 TOSTALINDA DRIVE LOT 164	FDN ONLY - VANTAGE/PLAN 5C-R/1729 SQ FT	RES20-1326								
	n/a	2988 TOSTALINDA DRIVE LOT 165	FDN ONLY - VANTAGE/PLAN 2A/2340SQ FT	RES20-1327								
	n/a	2978 TOSTALINDA DRIVE LOT 166	FDN ONLY - VANTAGE/PLAN 3B-R/2565SQ FT	RES20-1328								
	n/a	2968 TOSTALINDA DRIVE LOT 167	FDN ONLY - VANTAGE/PLAN 5C/1729 SQ FT	RES20-1329								
	n/a	2958 TOSTALINDA DRIVE LOT 168	FDN ONLY - VANTAGE/PLAN 4B-R/2648SQ FT	RES20-1330								
	n/a	2948 TOSTALINDA DRIVE LOT 169	FDN ONLY - VANTAGE/PLAN 5A/1729 SQ FT	RES20-1331								
	n/a	2938 TOSTALINDA DRIVE LOT 170	FDN ONLY - VANTAGE/PLAN 2C-R/2340SQ FT	RES20-1332								
	n/a	2928 TOSTALINDA DRIVE LOT 171	FDN ONLY - VANTAGE/PLAN 3A/2565SQ FT	RES20-1333								
	n/a	2918 TOSTALINDA DRIVE LOT 172	FDN ONLY - VANTAGE/PLAN 5B-R/1729 SQ FT	RES20-1334								
	n/a	2908 TOSTALINDA DRIVE LOT 173	FDN ONLY - VANTAGE/PLAN 1C/2155SQ FT	RES20-1336								
	n/a	2898 TOSTALINDA DRIVE LOT 174	FDN ONLY - VANTAGE/PLAN 5A-R/1729 SQ FT	RES20-1338								
	n/a	2888 TOSTALINDA DRIVE LOT 175	FDN ONLY - VANTAGE/PLAN 3C/2565SQ FT	RES20-1340								
	n/a	2878 TOSTALINDA DRIVE LOT 176	FDN ONLY - VANTAGE/PLAN 5B-R/1729 SQ FT	RES20-1341								
	n/a	2868 TOSTALINDA DRIVE LOT 177	FDN ONLY - VANTAGE/PLAN 2A/2340SQ FT	RES20-1342								
	n/a	2858 TOSTALINDA DRIVE LOT 178	FDN ONLY - VANTAGE/PLAN 3B-R/2565SQ FT	RES20-1343								
	n/a	2848 TOSTALINDA DRIVE LOT 179	FDN ONLY - VANTAGE/PLAN 5C/1729 SQ FT	RES20-1345								
	n/a	2838 TOSTALINDA DRIVE LOT 180	FDN ONLY - VANTAGE/PLAN 1A-R/2155SQ FT	RES20-1346								
	n/a	2828 TOSTALINDA DRIVE LOT 181	FDN ONLY - VANTAGE/PLAN 2B/2340SQ FT	RES20-1347								
	n/a	2818 TOSTALINDA DRIVE LOT 182	FDN ONLY - VANTAGE/PLAN 1A-R/2155SQ FT	RES20-1348								

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	n/a	2752 BREWER STREET LOT 108	BERKSHIRE/PLAN 3D/3129 SQ FT	RES20-1379								
	n/a	2742 BREWER STREET LOT 109	BERKSHIRE/PLAN 2A/2979 SQ FT	RES20-1380								
	n/a	2732 BREWER STREET LOT 110	BERKSHIRE/PLAN 3B/3129 SQ FT	RES20-1381								
	n/a	2722 BREWER STREET LOT 111	BERKSHIRE/PLAN 4A/3613 SQ FT	RES20-1382								
	n/a	2723 BREWER STREET LOT 118	BERKSHIRE/PLAN 2C/2979 SQ FT	RES20-1383								
	n/a	2733 BREWER STREET LOT 119	BERKSHIRE/PLAN 1D/2865 SQ FT	RES20-1384								
	n/a	2743 BREWER STREET LOT 120	BERKSHIRE/PLAN 3A/3129 SQ FT	RES20-1385								
	n/a	2520 ELLIS TOWN DRIVE LOT 1	STANFORD/PLAN 1B/2377 SQ FT	RES20-1386								
	n/a	2530 ELLIS TOWN DRIVE LOT 2	STANFORD/PLAN 3A/3412 SQ FT	RES20-1387								
	n/a	2540 ELLIS TOWN DRIVE LOT 3	STANFORD/PLAN 2A/2727 SQ FT	RES20-1388								
	n/a	2550 ELLIS TOWN DRIVE LOT 4	STANFORD/PLAN 3B/2945 SQ FT	RES20-1389								
	n/a	2560 ELLIS TOWN DRIVE LOT 5	STANFORD/PLAN 1C/2377 SQ FT	RES20-1390								
	n/a	2570 ELLIS TOWN DRIVE LOT 6	STANFORD/PLAN 2B/3194 SQ FT	RES20-1391								
	n/a	2600 ELLIS TOWN DRIVE LOT 7	STANFORD/PLAN 3A/2945 SQ FT	RES20-1392								
	n/a	2599 CORDELIA LANE LOT 45	STANFORD/PLAN 3C/3412 SQ FT	RES20-1393								
	n/a	2579 CORDELIA LANE LOT 46	STANFORD/PLAN 2A/2727 SQ FT	RES20-1394								
	n/a	2569 CORDELIA LANE LOT 47	STANFORD/PLAN 3B/2945 SQ FT	RES20-1395								
	n/a	2559 CORDELIA LANE LOT 48	STANFORD/PLAN 1B/2377 SQ FT	RES20-1396								
	n/a	2549 CORDELIA LANE LOT 49	STANFORD/PLAN 3A/2945 SQ FT	RES20-1397								
	n/a	2539 CORDELIA LANE LOT 50	STANFORD/PLAN 2C/3194 SQ FT	RES20-1398								
	n/a	2529 CORDELIA LANE LOT 51	STANFORD/PLAN 2B/2727 SQ FT	RES20-1399								
	n/a	2669 NORTHINGTON LOT 173	ZEPHYR/PLAN 3C/2510 SQ FT	RES20-1400								
	n/a	2659 NORTHINGTON DRIVE LOT 174	ZEPHYR/PLAN 1A/2002 SQ FT	RES20-1401								
	n/a	2649 NORTHINGTON DRIVE LOT 175	ZEPHYR/PLAN 4B/2594 SQ FT	RES20-1402								
	n/a	2660 RIO GRANDE DRIVE LOT 205	ZEPHYR/PLAN 4A/2594 SQ FT	RES20-1403								
	n/a	2670 RIO GRANDE DRIVE LOT 206	ZEPHYR/PLAN 3B/2510 SQ FT	RES20-1404								
	25303713	n/a	VILLAGE 7C LOT 6-PLAN 3- PARTIAL PLUMBING	RES20-1685								
	25303713	n/a	VILLAGE 7C LOT 7-PLAN 2R- PARTIAL PLUMBING FEE	RES20-1692								
	25303713	n/a	VILLAGE 7C LOT 9-PLAN 1R- PARTIAL PLUMBING FEE	RES20-1693								
	25303713	n/a	VILLAGE 7C LOT 8-PLAN 3- PARTIAL PLUMBING FEE	RES20-1694								

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	25303713	n/a	VILLAGE 7C LOT 10- PLAN 2- PARTIAL PLUMBING FEE	RES20-1695								
	25303713	n/a	VILLAGE 7C LOT 11- PLAN 3- PARTIAL PLUMBING FEE	RES20-1696								
	25303713	n/a	VILLAGE 7C LOT 12- PLAN 2R- PARTIAL PLUMBING FEE	RES20-1697								
	25303713	n/a	VILLAGE 7C LOT 13- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1698								
	25303713	n/a	VILLAGE 7C LOT 14- PLAN 2- PARTIAL PLUMBING FEE	RES20-1699								
	25303713	n/a	VILLAGE 7C LOT 17- PLAN 2R- PARTIAL PLUMBING FEE	RES20-1700								
	25303713	n/a	VILLAGE 7C LOT 18- PLAN 3- PARTIAL PLUMBING FEE	RES20-1701								
	25303713	n/a	VILLAGE 7C LOT 19- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1702								
	25303713	n/a	VILLAGE 7C LOT 20- PLAN 2- PARTIAL PLUMBING FEE	RES20-1703								
	25303713	n/a	VILLAGE 7C LOT 21- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1704								
	25303713	n/a	VILLAGE 7C LOT 22- PLAN 3- PARTIAL PLUMBING FEE	RES20-1705								
	25303713	n/a	VILLAGE 7C LOT 23- PLAN 2R- PARTIAL PLUMBING FEE	RES20-1706								
	25303713	n/a	VILLAGE 7C LOT 24- PLAN 3- PARTIAL PLUMBING FEE	RES20-1707								
	25303713	n/a	VILLAGE 7C LOT 25- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1708								
	25303713	n/a	VILLAGE 7C LOT 26- PLAN 2- PARTIAL PLUMBING FEE	RES20-1709								
	25303713	n/a	VILLAGE 7C LOT 27- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1710								
	25303713	n/a	VILLAGE 7C LOT 28- PLAN 3- PARTIAL PLUMBING FEE	RES20-1711								
	25303713	n/a	VILLAGE 7C LOT 29- PLAN 3- PARTIAL PLUMBING FEE	RES20-1712								
	25303713	n/a	VILLAGE 7C LOT 30- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1713								

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	25303713	n/a	VILLAGE 7C LOT 31- PLAN 3- PARTIAL PLUMBING FEE	RES20-1714								
	25303713	n/a	VILLAGE 7C LOT 32- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1715								
	25303713	n/a	VILLAGE 7C LOT 33- PLAN 2- PARTIAL PLUMBING FEE	RES20-1716								
	25303713	n/a	VILLAGE 7C LOT 34- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1717								
	25303713	n/a	VILLAGE 7C LOT 35- PLAN 3- PARTIAL PLUMBING FEE	RES20-1718								
	25303713	n/a	VILLAGE 7C LOT 36- PLAN 2R- PARTIAL PLUMBING FEE	RES20-1719								
	25303713	n/a	VILLAGE 7C LOT 37- PLAN 3- PARTIAL PLUMBING FEE	RES20-1720								
	25303713	n/a	VILLAGE 7C LOT 38- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1721								
	25303713	n/a	VILLAGE 7C LOT 39- PLAN 2- PARTIAL PLUMBING FEE	RES20-1722								
	25303713	n/a	VILLAGE 7C LOT 40- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1723								
	25303713	n/a	VILLAGE 7C LOT 41- PLAN 3- PARTIAL PLUMBING FEE	RES20-1724								
	25303713	n/a	VILLAGE 7C LOT 42- PLAN 2R- PARTIAL PLUMBING FEE	RES20-1725								
	25303713	n/a	VILLAGE 7C LOT 43- PLAN 3- PARTIAL PLUMBING FEE	RES20-1726								
	25303713	n/a	VILLAGE 7C LOT44- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1727								
	25303713	n/a	VILLAGE 7C LOT 45- PLAN 3- PARTIAL PLUMBING FEE	RES20-1728								
	25303713	n/a	VILLAGE 7C LOT 46- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1729								
	25303713	n/a	VILLAGE 7C LOT 47- PLAN 2- PARTIAL PLUMBING FEE	RES20-1730								
	25303713	n/a	VILLAGE 7C LOT 48- PLAN 1R- PARTIAL PLUMBING FEE	RES20-1731								
	25303713	n/a	VILLAGE 7C LOT 49- PLAN 3- PARTIAL PLUMBING FEE	RES20-1732								

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	25303713	n/a	VILLAGE 7C LOT 50- PLAN 2R- PARTIAL PLUMBING FEE	RES20-1733								
	25303713	n/a	VILLAGE 7C LOT 51- PLAN 2- PARTIAL PLUMBING FEE	RES20-1734								
	25310023	n/a	KT PROJECT LOT 128 PLAN 1- PARTIAL PLUMBING FEE	RES20-1741								
	25310023	n/a	KT PROJECT LOT 126 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1742								
	25310023	n/a	KT PROJECT LOT 127 PLAN 3R- PARTIAL PLUMBING FEE	RES20-1743								
	25310023	n/a	KT PROJECT LOT 136 PLAN 4- PARTIAL PLUMBING FEE	RES20-1745								
	25310023	n/a	KT PROJECT LOT 129 PLAN 1- PARTIAL PLUMBING FEE	RES20-1746								
	25310023	n/a	KT PROJECT LOT 130 PLAN 3R- PARTIAL PLUMBING FEE	RES20-1747								
	25310023	n/a	KT PROJECT LOT 131 PLAN 1- PARTIAL PLUMBING FEE	RES20-1748								
	25310023	n/a	KT PROJECT LOT 132 PLAN 2- PARTIAL PLUMBING FEE	RES20-1749								
	25310023	n/a	KT PROJECT LOT 133 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1750								
	25310023	n/a	KT PROJECT LOT 134 PLAN 3R- PARTIAL PLUMBING FEE	RES20-1751								
	25310023	n/a	KT PROJECT LOT 135 PLAN 1- PARTIAL PLUMBING FEE	RES20-1752								
	25310015	n/a	KT PROJECT LOT 137 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1753								
	25310015	n/a	KT PROJECT LOT 138 PLAN 4- PARTIAL PLUMBING FEE	RES20-1754								
	25310015	n/a	KT PROJECT LOT 139 PLAN 4R- PARTIAL PLUMBING FEE	RES20-1755								
	25310015	n/a	KT PROJECT LOT 140 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1756								
	25310015	n/a	KT PROJECT LOT 141 PLAN 4- PARTIAL PLUMBING FEE	RES20-1757								
	25310015	n/a	KT PROJECT LOT 142 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1758								

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	25310015	n/a	KT PROJECT LOT 143 PLAN 4- PARTIAL PLUMBING FEE	RES20-1759								
	25310015	n/a	KT PROJECT LOT 144 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1760								
	25310015	n/a	KT PROJECT LOT 145 PLAN 4- PARTIAL PLUMBING FEE	RES20-1761								
	25310015	n/a	KT PROJECT LOT 146 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1763								
	25310015	n/a	KT PROJECT LOT 147 PLAN 3R- PARTIAL PLUMBING FEE	RES20-1764								
	25310015	n/a	KT PROJECT LOT 148 PLAN 1- PARTIAL PLUMBING FEE	RES20-1765								
	25310015	n/a	KT PROJECT LOT 149 PLAN 1- PARTIAL PLUMBING FEE	RES20-1766								
	25310015	n/a	KT PROJECT LOT 150 PLAN 3R- PARTIAL PLUMBING FEE	RES20-1767								
	25310015	n/a	KT PROJECT LOT 151 PLAN 1- PARTIAL PLUMBING FEE	RES20-1768								
	25310015	n/a	KT PROJECT LOT 152 PLAN 2- PARTIAL PLUMBING FEE	RES20-1769								
	25310015	n/a	KT PROJECT LOT 153 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1770								
	25310015	n/a	KT PROJECT LOT 154 PLAN 3R- PARTIAL PLUMBING FEE	RES20-1771								
	25310015	n/a	KT PROJECT LOT 155 PLAN 1- PARTIAL PLUMBING FEE	RES20-1772								
	25310015	n/a	KT PROJECT LOT 156 PLAN 4- PARTIAL PLUMBING FEE	RES20-1773								
	25310015	n/a	KT PROJECT LOT 157 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1774								
	25310015	n/a	KT PROJECT LOT 158 PLAN 4- PARTIAL PLUMBING FEE	RES20-1775								
	25310015	n/a	KT PROJECT LOT 159 PLAN 4R- PARTIAL PLUMBING FEE	RES20-1776								
	25310015	n/a	KT PROJECT LOT 160 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1777								
	25310015	n/a	KT PROJECT LOT 161 PLAN 4R- PARTIAL PLUMBING FEE	RES20-1778								

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	25310015	n/a	KT PROJECT LOT 162 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1779								
	25310015	n/a	KT PROJECT LOT 163 PLAN 4- PARTIAL PLUMBING FEE	RES20-1780								
	25310015	n/a	KT PROJECT LOT 164 PLAN 2R- PARTIAL PLUMBING FEE	RES20-1781								
	25310015	n/a	KT PROJECT LOT 165 PLAN 4- PARTIAL PLUMBING FEE	RES20-1782								
	25310015	n/a	KT PROJECT LOT 184 PLAN 2- PARTIAL PLUMBING FEE	RES20-1783								
	25310015	n/a	KT PROJECT LOT 185 PLAN 1- PARTIAL PLUMBING FEE	RES20-1784								
	25310015	n/a	KT PROJECT LOT 186 PLAN 3R- PARTIAL PLUMBING FEE	RES20-1785								
	25310015	n/a	KT PROJECT LOT 189 PLAN 4R- PARTIAL PLUMBING FEE	RES20-1786								
	n/a	6416 CALLAWAY DRIVE	MODEL ELAN LOT 27 PLAN 3C	RES20-1787								
	n/a	6406 CALLAWAY DRIVE	MODEL ELAN LOT 28 PLAN 2B	RES20-1788								
	n/a	6396 CALLAWAY DRIVE	MODEL ELAN LOT 29 PLAN 1A	RES20-1789								
	n/a	6188 GRANVILLE STREET	ELAN LOT 6 PLAN 1A-R- PARTIAL PLUMBING FEE	RES20-1793								
	n/a	6198 GRANVILLE STREET	ELAN LOT 7 PLAN 2B- PARTIAL PLUMBING FEE	RES20-1794								
	n/a	6208 GRANVILLE STREET	ELAN LOT 8 PLAN 3A- PARTIAL PLUMBING FEE	RES20-1795								
	n/a	6218 GRANVILLE STREET	ELAN LOT 9 PLAN 1B-R- PARTIAL PLUMBING FEE	RES20-1796								
	n/a	6228 GRANVILLE STREET	ELAN LOT 10 PLAN 2A- PARTIAL PLUMBING FEE	RES20-1797								
	n/a	6238 GRANVILLE STREET	ELAN LOT 11 PLAN 1C- PARTIAL PLUMBING FEE	RES20-1798								
	n/a	6248 GRANVILLE STREET	ELAN LOT 12 PLAN 3A-R- PARTIAL PLUMBING FEE	RES20-1799								
	n/a	6258 GRANVILLE STREET	ELAN LOT 13 PLAN 2C-R- PARTIAL PLUMBING FEE	RES20-1800								
	n/a	6325 CALLAWAY DRIVE	ELAN LOT 43 PLAN 1A- PARTIAL PLUMBING FEE	RES20-1807								
	n/a	6315 CALLAWAY DRIVE	ELAN LOT 44 PLAN 3A- PARTIAL PLUMBING FEE	RES20-1808								
	n/a	6305 CALLAWAY DRIVE	ELAN LOT 45 PLAN 2C-R- PARTIAL PLUMBING FEE	RES20-1809								
	n/a	6295 CALLAWAY DRIVE	ELAN LOT 46 PLAN 1B-R PARTIAL PLUMBING FEE	RES20-1810								

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	n/a	2777 TEAGARDEN PLACE	ELAN LOT 61 PLAN 1C PARTIAL PLUMBING FEE	RES20-1815								
	n/a	2787 TEAGARDEN PLACE	ELAN LOT 62 PLAN 3A- PARTIAL PLUMBING FEE	RES20-1816								
	n/a	2797 SASSER PLACE	ELAN LOT 63 PLAN 2B-R- PARTIAL PLUMBING FEE	RES20-1817								
	n/a	6375 CALLAWAY DRIVE	ELAN LOT 38 PLAN 3C-R- PARTIAL PLUMBING FEE	RES20-1818								
	n/a	6365 CALLAWAY DRIVE	ELAN LOT 39 PLAN 2B- PARTIAL PLUMBING FEE	RES20-1819								
	n/a	6355 CALLAWAY DRIVE	ELAN LOT 40 PLAN 1C-R- PARTIAL PLUMBING FEE	RES20-1820								
	n/a	6345 CALLAWAY STREET	ELAN LOT41 PLAN 3B- PARTIAL PLUMBING FEE	RES20-1821								
	n/a	6335 CALLAWAY DRIVE	ELAN LOT42 PLANB 2R PARTIAL PLUMBING FEE	RES20-1822								
	n/a	2796 TEAGARDEN PLACE	ELAN LOT 64 PLAN 1C-R- PARTIAL PLUMBING FEE	RES20-1823								
	n/a	2786 TEAGARDEN PLACE	ELAN LOT 65 PLAN 2A-R- PARTIAL PLUMBING FEE	RES20-1824								
	n/a	2776 TEAGARDEN PLACE	ELAN LOT 66 PLAN 3B-R- PARTIAL PLUMBING FEE	RES20-1825								
	n/a	2765 DUNSMUIR PLACE	ELAN LOT 67 PLAN 1B- PARTIAL PLUMBING FEE	RES20-1826								
	n/a	2775 DUNSMUIR PLACE	ELAN LOT 68 PLAN 2C- PARTIAL PLUMBING FEE	RES20-1827								
	n/a	2785 DUNSMUIR PLACE	ELAN LOT 69 PLAN 1A- PARTIAL PLUMBING FEE	RES20-1828								
	n/a	2795 DUNSMUIR PLACE	ELAN LOT 70 PLAN 3A-R- PARTIAL PLUMBING FEE	RES20-1829								
	n/a	6268 GRANVILLE STREET	ELAN LOT 14 PLAN 1B- PARTIAL PLUMBING FEE	RES20-1830								
	n/a	6278 GRANVILLE STREET	ELAN LOT 15 PLAN 2A-R PARTIAL PLUMBING FEE	RES20-1831								
	n/a	6288 GRANVILLE STREET	ELAN LOT 16 PLAN 3C- PARTIAL PLUMBING FEE	RES20-1832								
	n/a	6298 GRANVILLE STREET	ELAN LOT 17 PLAN 2B-R- PARTIAL PLUMBING FEE	RES20-1833								
	n/a	2623 CALLAWAY COURT	ELAN LOT 18 PLAN 1C-R- PARTIAL PLUMBING FEE	RES20-1834								
	n/a	2603 CALLAWAY COURT	ELAN LOT 19 PLAN 3B- PARTIAL PLUMBING FEE	RES20-1835								
	n/a	2562 CALLAWAY COURT	ELAN LOT 20 PLAN 3A-R- PARTIAL PLUMBING FEE	RES20-1836								

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	n/a	2582 CALLAWAY COURT	ELAN LOT 21 PLAN 1A-R- PARTIAL PLUMBING FEE	RES20-1837								
	n/a	2602 CALLAWAY COURT	ELAN LOT 22 PLAN 2C- PARTIAL PLUMBING FEE	RES20-1838								
	n/a	2622 CALLAWAY COURT	ELAN LOT 23 PLAN 1B-R- PARTIAL PLUMBING FEE	RES20-1839								
	n/a	6386 CALLAWAY DRIVE	ELAN LOT 30 PLAN 3B-R- PARTIAL PLUMBING FEE	RES20-1840								
	n/a	2794 DUNSMUIR PLACE	ELAN LOT 31 PLAN 3C- PARTIAL PLUMBING FEE	RES20-1841								
	n/a	2784 DUNSMUIR COURT	ELAN LOT 32 PLAN 1B-R- PARTIAL PLUMBING FEE	RES20-1842								
	n/a	6257 GRANVILLE STREET	ELAN LOT 33 PLAN 1A- PARTIAL PLUMBING FEE	RES20-1843								
	n/a	6267 GRANVILLE STREET	ELAN LOT 34 PLAN 3B-R- PARTIAL PLUMBING FEE	RES20-1844								
	n/a	6277 GRANVILLE STREET	ELAN LOT 35 PLAN 2C-R PARTIAL PLUMBING FEE	RES20-1845								
	n/a	6425 CALLAWAY DRIVE	ELAN LOT 24 PLAN 3B-R- PARTIAL PLUMBING FEE	RES20-1846								
	n/a	6415 CALLAWAY DRIVE	ELAN LOT 25 PLAN 2B-R - PARTIAL PLUMBING FEE	RES20-1847								
	n/a	6405 CALLAWAY DRIVE	ELAN LOT 26 PLAN 1B- PARTIAL PLUMBING FEE	RES20-1848								
	n/a	6395 CALLAWAY DRIVE	ELAN LOT 36 PLAN 1C-R- PARTIAL PLUMBING FEE	RES20-1849								
	n/a	6385 CALLAWAY DRIVE	ELAN LOT 37 PLAN 2A - PARTIAL PLUMBING FEE	RES20-1850								
	n/a	2639 NORTHINGTON DRIVE LOT 176	ZEPHYR/PLAN 3D/2510 SQ FT	RES20-1861								
	n/a	2629 NORTHINGTON DRIVE LOT 177	ZEPHYR/PLAN 2A/2197 SQ FT	RES20-1862								
	n/a	2630 RIO GRANDE DRIVE LOT 202	ZEPHYR/PLAN 3D/2510 SQ FT	RES20-1863								
	n/a	2640 RIO GRANDE DRIVE LOT 203	ZEPHYR/PLAN 2B/2197 SQ FT	RES20-1864								
	n/a	2650 RIO GRANDE DRIVE LOT 204	ZEPHYR/PLAN 1C/2002 SQ FT	RES20-1865								
	n/a	2280 ELLIS TOWN DRIVE LOT 19	STANFORD/PLAN 3C/2945 SQ FT	RES20-1866								
	n/a	2299 JESSICA WAY LOT 23	STANFORD/PLAN 2B/3194 SQ FT	RES20-1867								
	n/a	2289 JESSICA WAY LOT 24	STANFORD/PLAN 3A/2945 SQ FT	RES20-1868								
	n/a	2702 BREWER STREET LOT 112	BERKSHIRE/PLAN 1D/2865 SQ FT	RES20-1869								
	n/a	2692 BREWER STREET LOT 113	BERKSHIRE/PLAN 2C/2979 SQ FT	RES20-1870								

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	n/a	2683 BREWER STREET LOT 115	BERKSHIRE/PLAN 1A/2865 SQ FT	RES20-1871								
	n/a	2693 BREWER STREET LOT 116	BERKSHIRE/PLAN 4D/3613 SQ FT	RES20-1872								
	n/a	2703 BREWER STREET LOT 117	BERKSHIRE/PLAN 3B/3129 SQ FT	RES20-1873								
	n/a	2708 CORDELIA LANE LOT 140	BERKSHIRE/PLAN 2D/3613 SQ FT	RES20-1874								
	n/a	2698 CORDELIA LANE LOT 141	BERKSHIRE/PLAN 1A/2865 SQ FT	RES20-1875								
	n/a	2688 CORDELIA LANE LOT 142	BERKSHIRE/PLAN 4C/2979 SQ FT	RES20-1876								
	25310023	n/a	KT PROJECT LOT 1 PLAN 1- PARTIAL PLUMBING FEE	RES20-2140								
	25310023	n/a	KT PROJECT LOT 5 PLAN 1- PARTIAL PLUMBING FEE	RES20-2141								
	25310023	n/a	KT PROJECT LOT 9 PLAN 1- PARTIAL PLUMBING FEE	RES20-2142								
	25310023	n/a	KT PROJECT LOT 120 PLAN 1- PARTIAL PLUMBING FEE	RES20-2143								
	25310023	n/a	KT PROJECT LOT 124 PLAN 1- PARTIAL PLUMBING FEE	RES20-2144								
	25310023	n/a	KT PROJECT LOT 191 PLAN 1- PARTIAL PLUMBING FEE	RES20-2145								
	25310023	n/a	KT PROJECT LOT 196 PLAN 1- PARTIAL PLUMBING FEE	RES20-2146								
	25310023	n/a	KT PROJECT LOT 202 PLAN 1- PARTIAL PLUMBING FEE	RES20-2147								
	25310023	n/a	KT PROJECT LOT 208 PLAN 1- PARTIAL PLUMBING FEE	RES20-2148								
	25310023	n/a	KT PROJECT LOT 209 PLAN 2R- PARTIAL PLUMBING FEE	RES20-2149								
	25310023	n/a	KT PROJECT LOT 209 PLAN 2- PARTIAL PLUMBING FEE	RES20-2150								
	25310023	n/a	KT PROJECT LOT 205 PLAN 2R- PARTIAL PLUMBING FEE	RES20-2151								
	25310023	n/a	KT PROJECT LOT 203 PLAN 2- PARTIAL PLUMBING FEE	RES20-2152								
	25310023	n/a	KT PROJECT LOT 201 PLAN 2R- PARTIAL PLUMBING FEE	RES20-2153								
	25310023	n/a	KT PROJECT LOT 199 PLAN 2R- PARTIAL PLUMBING FEE	RES20-2154								
	25310023	n/a	KT PROJECT LOT 197PLAN 2- PARTIAL PLUMBING FEE	RES20-2155								
	25310023	n/a	KT PROJECT LOT 195 PLAN 2R- PARTIAL PLUMBING FEE	RES20-2156								

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

	25310023	n/a	KT PROJECT LOT 193 PLAN 2R- PARTIAL PLUMBING FEE	RES20-2157								
	25310023	n/a	KT PROJECT LOT 121 PLAN 2R- PARTIAL PLUMBING FEE	RES20-2158								
	25310023	n/a	KT PROJECT LOT 6 PLAN 2R- PARTIAL PLUMBING FEE	RES20-2159								
	25310023	n/a	KT PROJECT LOT 2 PLAN 2R- PARTIAL PLUMBING FEE	RES20-2160								
	25310023	n/a	KT PROJECT LOT 4 PLAN 3R- PARTIAL PLUMBING FEE	RES20-2162								
	25310023	n/a	KT PROJECT LOT 8 PLAN 3R- PARTIAL PLUMBING FEE	RES20-2163								
	25310023	n/a	KT PROJECT LOT 10 PLAN 3R- PARTIAL PLUMBING FEE	RES20-2164								
	25310023	n/a	KT PROJECT LOT 123 PLAN 3R- PARTIAL PLUMBING FEE	RES20-2165								
	25310023	n/a	KT PROJECT LOT 190PLAN 3R- PARTIAL PLUMBING FEE	RES20-2166								
	25310023	n/a	KT PROJECT LOT 3 PLAN 4- PARTIAL PLUMBING FEE	RES20-2167								
	25310023	n/a	KT PROJECT LOT 7 PLAN 4- PARTIAL PLUMBING FEE	RES20-2168								
	25310023	n/a	KT PROJECT LOT 122 PLAN 4- PARTIAL PLUMBING FEE	RES20-2169								
	25310023	n/a	KT PROJECT LOT 125 PLAN 4- PARTIAL PLUMBING FEE	RES20-2170								
	25310023	n/a	KT PROJECT LOT 192 PLAN 4R- PARTIAL PLUMBING FEE	RES20-2171								
	25310023	n/a	KT PROJECT LOT 194 PLAN 4- PARTIAL PLUMBING FEE	RES20-2172								
	25310023	n/a	KT PROJECT LOT 198 PLAN 4R- PARTIAL PLUMBING FEE	RES20-2173								
	25310023	n/a	KT PROJECT LOT 200 PLAN 4- PARTIAL PLUMBING FEE	RES20-2174								
	25310023	n/a	KT PROJECT LOT 204 PLAN 4R- PARTIAL PLUMBING FEE	RES20-2175								
	25310023	n/a	KT PROJECT LOT 206 PLAN 4- PARTIAL PLUMBING FEE	RES20-2176								

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
		1	2									3	4
Income Level		RHNA Allocation by Income Level	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	980											980
	Non-Deed Restricted												
Low	Deed Restricted	705											705
	Non-Deed Restricted												
Moderate	Deed Restricted	828										62	766
	Non-Deed Restricted			2	3	7	40	10					
Above Moderate		2463		1003	301	1146	748	460				3658	
Total RHNA		4976											
Total Units				1005	304	1153	788	470				3720	2451

Note: units serving extremely low-income households are included in the very low-income permitted units totals

Cells in grey contain auto-calculation formulas

(CCR Title 25 §6202)

[illegible]

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	Tracy		
Reporting Year	2020 (Jan. 1 - Dec. 31)		
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Housing Rehabilitation	- Annually consult the HCD and HUD websites to identify and pursue potential funding opportunities that may be available and appropriate to reinstate a housing rehabilitation program. - Refer property owners in need of rehabilitation assistance to the San Joaquin County Neighborhood Preservation Division who administers the County's HUD Grant - Assist 20 lower- and moderate-income households with the rehabilitation of their homes during the planning period.	12/31/2023	On-going. The County's HUD Grant provide housing rehabilitation assistance through the Home Improvement Partnership Grant Program (HOME). In FY 19, the County did not complete any housing rehabilitations, however rehabilitation of the McHenry House - Family Homeless Shelter and Emerson House (transitional housing facility for men) were made through the CDBG program. In 2020, the City allocated \$165,455 in Home Investment Partnership Program funds to the San Joaquin County Housing Authority to support the demolition and reconstruction of a 60-unit low-income apartment project.
Code Enforcement	- Continue to investigate possible code violations. - Continue to disseminate information on available housing rehabilitation assistance to address code violations and other housing issues.	12/31/2023	On-going.
Graffiti Removal Program	Continue to operate the Graffiti Hot Line.	12/31/2023	Graffiti complaints and concerns can be reported by phoning the Code Enforcement Division at (209) 831-6410.
Down Payment Assistance (DAP) Loan Program	- Continue to provide down payment assistance to qualified lower income households (up to 80 percent AMI). - Disseminate information to prospective first-time homebuyers on the DAP Loan Program. - Assist three households (an estimated one very low income and two low income households) annually.	12/31/2023	This program is still available, but due to high home prices in Tracy, qualifying for a home purchase and meeting low-income requirements is challenging . As a result, the City has not processed a Downpayment Assistant Loan since 2011.
Homebuyer and Financial Literacy Training	- Continue to require a Certificate of Completion from a HUD-approved homebuyer class in order to participate in the City's DAP Loan Program. - Partner with qualified local non-profit agencies to offer homebuyer education classes and publicize the availability of these classes to residents.	12/31/2023	This program is overseen by the San Joaquin County Neighborhood Preservation Division, Visionary Home Builders, Neighbor Works, and NID-HCA (Housing Counsel Agency), and is dependent on funding from HUD.
Affordable Housing Development	- Continue to prioritize the allocation of RGAs to affordable housing projects (particularly for those projects that set aside units for extremely low income households and persons with special needs, including those with developmental disabilities, and farmworkers). - Proactively encourage and facilitate, on an ongoing basis, the development of affordable housing by non-profit organizations for lower income households, particularly those with special needs including large households, seniors, extremely low-income (ELI) households, and households with persons who have disabilities or developmental disabilities, and farmworkers. - Continue to provide density bonuses and other incentives on an ongoing basis to developers who provide affordable units, such as technical assistance related to City policies and regulations, and pre-application consultation with staff.	12/31/2023	The Growth Management Ordinance establishes exceptions to annual residential permit limits for affordable housing projects, and the Density Bonus Ordinance establishes the incentives for affordable housing projects. In February 2020, the City Council identified a 16-point action plan to address affordable/workforce housing, one of which would allow more RGAs to be allocated to affordable housing projets but requires a change to Measure A with voter approval to implement: Provide additional market-rate Residential Growth Allocations (RGAs) for projects that include a specified percentage of affordable units. Other action items are related to increased density allowances, the exploration of lower fees and various financial assistance efforts, create a housing staff position, and other direct developer support efforts for affordable housing projects. The City secured grant funding in 2020 to begin work on these efforts.
Housing Choice Voucher Program	- Disseminate information to the public regarding the HCV program and promote participation by rental property owners. - Annually contact the HACSJ to obtain information on the status of the HCV program and other available resources. - Continue to support HACSJ's petition for increased funding from HUD. - Continue to work with HACSJ to provide HCVs to Tracy residents. - Continue to work with the HACSJ to assist households through the Family Self- Sufficiency Program.	12/31/2023	This program is overseen by the Housing Authority of the County of San Joaquin and is funded by HUD. Information on these programs is available on hacsj.org.
Sustainability Program	Continue to implement the Sustainability Action Plan.	12/31/2023	This document is frequently used in development project review and CEQA review.
Affordable Housing Monitoring	- Monitor status of affordable units annually by maintaining contact with property owners and HUD Multi-Family Housing division. - Solicit interest and participation of nonprofit housing developers to acquire and preserve housing to be maintained as affordable units.	12/31/2023	On-going. City staff is currently in discussions with Habitat for Humanity, the Housing Authority of San Joaquin County, and Eden Housing.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	Tracy		
Reporting Year	2020 (Jan. 1 - Dec. 31)		
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Affordability by Design	- Continue to implement the recently adopted Zoning Amendments that incorporate affordability by design concepts described in the General Plan. - Encourage the development of a variety of housing types that provide affordable housing options for persons with special needs, such as micro-units, senior units, second units, and small-lot developments. - Promote Affordability by Design principles by placing information on City website and at public counters by 2016.	Dec 31, 2023; Dec 31, 2016	Completed and on-going. Revised development regulations influenced by Affordability by Design principles were incorporated into the Zoning Ordinance. For example, any use, including multi-family residential, may request a reduction in required parking based on a study or survey that illustrates that required parking is not warranted. Applicants may also receive up to a 20 percent reduction of the otherwise required number of parking spaces pursuant the City's Off-Street Parking Ordinance. The City of Tracy has also relaxed setbacks in the High Density Residential Zoning District, permitted a broader degree of housing types in the Central Business District Zone, and is implementing the State's allowances for ADUs. This has provided for greater flexibility for the allowance and maximum usage of residential sites. These available on the City's website and at the front counter. In February 2020, the City Council identified an action plan to address affordable/workforce housing, among which include changes to density and development regulations. Work began on developing these action items in 2020.
Property Acquisition and Improvement	- Continue to identify and seek partnerships with organizations and the County in order to acquire, improve, and develop affordable housing - Continue to assist in site acquisition for affordable housing. As funding permits, prioritize funding assistance to affordable housing projects that set aside units for seniors, persons with disabilities, and extremely low income households.	12/31/2023	On-going as CDBG funds and other funding sources are available. Responsible Agencies: Tracy Development Services (DS) Department; Economic Development Division; San Joaquin County Neighborhood Preservation Division; and local nonprofits
Inclusionary Housing	- Explore the potential and set the stage for a voluntary inclusionary housing program that includes an extremely low income housing component by 2017. - Monitor the City's affordability conditions on an annual basis and identify an inclusionary housing trigger, if necessary.	Dec 31, 2017; on-going	Completed. Projects that voluntarily provide inclusionary housing is granted priority for Residential Growth Allotments that are necessary to obtain a building permit for residential development. The City Council conducted a workshop on workforce and affordable housing on June 4, 2019, during which inclusionary housing was discussed. On February 4, 2020, the City Council identified an action plan that would encourage more affordable/workforce housing, for which the City subsequently received grant funding and commenced work in 2020.
Resale of Foreclosed Properties	Continue to collaborate with the County, on an ongoing basis, to identify and pursue available resources for the acquisition/rehabilitation of foreclosed and/or substandard housing as affordable housing.	12/31/2023	This is on-going in collaboration with the San Joaquin County Neighborhood Preservation Division.
Zoning Ordinance	- Complete Zoning Ordinance amendments to address the provision of density bonuses, residential care facilities, farmworker housing, and employee housing by the end of 2016. Specifically: - Density Bonus: Update Density Bonus Ordinance to reflect the requirements of AB 2222 (effective January 2015), including extending the affordability control for the affordable units to 55 years, and requiring the replacement of existing affordable units demolished or removed in order to qualify for a density bonus, incentive, or concession. - Residential Care Facilities: to In accordance with the Lanterman Act, amend the Zoning Ordinance to permit residential care facilities serving six or fewer persons as a single-family residential use. In addition, consistent with City practice, amend the Zoning Ordinance to allow residential care facilities of seven or more persons in all residential zones with a Conditional Use Permit. - Farmworker Housing: The California Employee Housing Act further defines housing for agricultural workers consisting of 36 beds or 12 units be treated as an agricultural use and permitted where agricultural uses are permitted. The City of Tracy permits crop and tree farming in the A, LDR, MDC, MDR, and HDR zones. The City will amend the Zoning Ordinance to address the provision of farmworker housing consistent with the Employee Housing Act. - Employee Housing: The California Employee Housing Act requires that housing for six or fewer employees be treated as a regular residential use. The City will amend the Zoning Ordinance to address the provision of farmworker housing consistent with the Employee Housing Act. - Reevaluate recent amendments to the definition of "family" and "supportive housing" in the Zoning Ordinance and amend as	12/31/2023	In February 2020, the City Council identified an action plan to address affordable/workforce housing, among which include changes to density and development regulations. Work began on developing these action items in 2020. Implementation of the other zoning code amendments are to follow. There are no constraints to development of housing in the Zoning Ordinance.
Growth Management Ordinance (GMO)	- Annually monitor and evaluate the Growth Management Ordinance for the impacts on the cost, supply and timing of housing including seeking input from residential developers and affordable housing stakeholders in reviewing the effects of the GMO. The review will reflect the RHNA as a minimum and consider impacts on overall housing supply in addition to accommodating the RHNA. Information will be included and evaluated as part of the annual Growth Management Status report, published in the fourth quarter of each calendar year.	12/31/2023	On-going. The Growth Management Ordinance was amended in November 2015 to permit building permits to be issued beyond the maximum number of Residential Growth Allotments issued in accordance with the Ordinance in an effort to allow housing to be built in accordance with the City's assigned RHNA. The growth management status and pipeline report are on the City's website.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	Tracy		
Reporting Year	2020 (Jan. 1 - Dec. 31)		
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Fair Housing	- Continue to support the San Joaquin Fair Housing Association, or other qualified fair housing agencies, annually with CDBG funds and refer residents seeking fair housing assistance on an ongoing basis. - Advertise the services provided by the San Joaquin Fair Housing Association (or other qualified fair housing agencies) on an ongoing basis in City buildings and other public buildings (such as public libraries, community centers, County Housing Authority offices, and post offices, etc.)	12/31/2023	On-going. The City participates in providing an annual direct allocation to the San Joaquin Fair Housing Association through the CDBG program. For Fiscal Year 20/21, \$5,000 was allocated. Information on the Fair Housing services are available at City Hall and on the City's website under the Economic Development Division homepage.
Provision of Adequate Sites	- Complete rezoning of the four parcels on Valpico Road within two years of the adoption of the 2015-2023 Housing Element. - Monitor and update the sites inventory annually to assess its adequacy for meeting the RHNA, particularly for sites capable of facilitating the development of lower income housing. - Make the inventory of vacant sites available to interested developers after adoption of the Housing Element. - Should properties identified in the residential sites inventory become unavailable during the planning period, resulting in a shortfall in sites for meeting the RHNA, the City will identify additional sites per Government Code § 65863.	March 15, 2018; on-going	The parcels on Valpico Road have not yet been rezoned. The City has had numerous meetings with developers about the appropriate zoning of this site, and these conversations are still going. The available sites inventory is still accurate and is publically available on the City's website on page 81 of the Housing Element. Tracy's RHNA obligations are being assessed annually. There is currently no shortage on vacant sites.

Table E									
Commercial Development Bonus Approved pursuant to GC Section 65915.7									
Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	Street Address	Project Name ⁺	Local Jurisdiction Tracking ID ⁺	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
Summary Row: Start Data Entry Below									

Jurisdiction	Tracy	
Reporting Period	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F									
Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)									
Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.									
Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 ⁺
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Residential Units									
Mobilehome Park Preservation									
Total Units by Income									

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Table G						
Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of						
Project Identifier						
1				2	3	4
APN	Street Address	Project Name ⁺	Local Jurisdiction Tracking ID ⁺	Realistic Capacity Identified in the Housing Element	Entity to whom the site transferred	Intended Use for Site
Summary Row: Start Data Entry Below						

Jurisdiction	Tracy		
Reporting Period	2020	(Jan. 1 - Dec. 31)	

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Table H						
Locally Owned Surplus Sites						
Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	Street Address/Intersection	Existing Use	Number of Units	Surplus Designation	Parcel Size (in acres)	Notes
Summary Row: Start Data Entry Below						
212-260-09	3055 N. Corral Hollow Road	Vacant		Surplus Land	0.46	property was sold
212-270-37	2785 Auto Plaza Drive	Vacant		Surplus Land	0.26	property was sold

Jurisdiction	Tracy	
Reporting Year	2020	(Jan. 1 - Dec. 31)

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	10
Above Moderate		460
Total Units		470

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Housing Applications Summary	
Total Housing Applications Submitted:	381
Number of Proposed Units in All Applications Received:	813
Total Housing Units Approved:	789
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

Jurisdiction	Tracy
Reporting Year	2020 (Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Local Early Action Planning (LEAP) Reporting
 (CCR Title 25 §6202)

Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

Total Award Amount	\$	-

Total award amount is auto-populated based on amounts entered in rows 15-26.

[illegible]

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		905
Total Units		905

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	10
Above Moderate		460
Total Units		470

Certificate of Occupancy Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	9
Above Moderate		662
Total Units		671

The matrix approach has its limitations. By itself, a matrix cannot answer questions about the zoning's compatibility with the objectives, policies, and programs of the general plan, nor can it answer questions about timing. A number of local governments use a checklist to evaluate the consistency of individual zoning proposals. The checklist repeats the major goals and policies of the general plan and rates the degree to which the proposed zoning conforms to each of them (e.g., “furthers,” “deters,” “no effect”). A point system that rates development projects by their level of consistency with the goals, objectives, and policies of the general plan is a similar approach.

Subdivision Consistency

Before a city or county may approve a subdivision map (including parcel maps) and its provisions for design and improvement, the city or county must find that the proposed subdivision map is consistent with the general plan and any applicable specific plans ([Gov. Code § 66473.5](#)). These findings can only be made when the local agency has officially adopted a general plan and the proposed subdivision is “compatible with the objectives, policies, general land uses and programs specified in such a plan” ([Ibid.](#)).

[Government Code sections 66474 and 66474.61](#) require a city or county to deny approval of a tentative map if it makes either of the following findings: the proposed map is not consistent with applicable general and specific plans or the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.

Enforcement and Remedies

Any resident or property owner may sue to enforce the requirements for the adoption of an adequate general plan (58 Ops.Cal. Atty.Gen. 21 (1975)). The same is true for enforcing the requirements that zoning and subdivisions must be consistent with the general plan ([Gov. Code §§ 65860\(b\), 66499.33](#)). As the state's chief law enforcement officer, the Attorney General may do the same (58 Ops.Cal. Atty.Gen. 21; [Cal. Const., art. V, § 13](#)). Additionally, persons living outside a city have standing to sue if the city's zoning practices exclude them from residing in the city or raise their housing costs by adversely affecting the regional housing market ([Stocks v. City of Irvine \(1981\) 114 Cal.App.3d 520](#)).

The courts may impose various remedies for failure to have a complete and adequate general plan ([Gov. Code §§ 65750, et seq.](#)). One is a writ of mandate to compel a local government to adopt a legally adequate general plan. The courts also have general authority to issue an injunction to limit approvals of additional subdivision maps, parcel maps, rezonings, and public works projects or (under limited circumstances) the issuance of building permits pending adoption of a complete and adequate general plan ([Id.](#), 58 Ops.Cal. Atty.Gen. 21 (1975), [Friends of “B” Street v. City of Hayward \(1980\) 106 Cal.App.3d 988](#), [Camp v. Mendocino \(1981\) 123 Cal.App.3d 334](#)). Where a court finds that specific zoning or subdivision actions or public works projects are inconsistent with the general plan, it may set aside such actions or projects. Under certain circumstances, the court may impose any of these forms of relief prior to a final judicial determination of a general plan's inadequacy ([Gov. Code § 65757](#)).

Annual Progress Reports

After the general plan has been adopted, [Government Code section 65400\(a\)\(2\)\(A\)](#) requires the planning agency to provide an annual report to their legislative body, OPR, and HCD on the status of the plan and progress in its implementation. The report

must detail progress in meeting the jurisdiction's share of regional housing needs determined pursuant to [Government Code section 65584](#) and local efforts to remove governmental constraints to the maintenance, improvement, and development of housing pursuant to [Government Code section 65583\(c\)\(3\)](#) (Id. at § 65400(a)(2)(B)).

The annual progress report must be provided to the legislative body, OPR, and HCD on or before April 1 of each year. Jurisdictions must report on a calendar-year basis (January 1 through December 31). Jurisdictions are able to complete the [housing element](#) portion of the annual progress report online through the Department of Housing and Community Development's online portal. While there is a standard format for the housing element portion of the annual report, there is no standardized format for the preparation of the annual progress report for the rest of the general plan. The form and content of the report may vary based on the circumstances, resources, and constraints of each jurisdiction. This section is meant to provide general guidance to cities and counties in the preparation of their annual progress reports.

Purpose of the Report

- To provide enough information to allow local legislative bodies to assess how the general plan is being implemented in accordance with adopted goals, policies, and implementation measures.
- To provide enough information to identify necessary course adjustments or modifications to the general plan as a means to improve local implementation.
- To provide a clear correlation between land use decisions that have been made during the 12-month reporting period and the goals, policies, and implementation measures contained in the general plan.
- To provide information regarding local agency progress in meeting its share of regional housing needs and removing governmental constraints to the development of housing pursuant to [Government Code section 65583\(c\)\(3\)](#).

Format of the Report (General)

The following describes ways in which various cities and counties have organized and formatted their annual progress reports:

- **Focus on individual policies and implementation measures:** Provide a comprehensive listing of all general plan policies, including those which have been incorporated by reference, categorized by element, with a commentary on how each policy was implemented during the reporting period (i.e., a description of the activities underway or completed for implementation of each policy). This listing can most easily be accomplished by using a table format.
- **Focus on development activities and projects approved:** Provide comprehensive listing of all development applications that the planning agency received and processed with commentary on how the agency's actions on these development applications further the goals, policies, and/or implementation measures of the general plan. Link the major projects, including public projects, to the general plan using policy numbers or by element.
- **Focus on general plan elements:** Provide a general summary of each of the mandatory and optional elements of the general plan with a brief description of various actions taken by the agency (e.g., development application approvals, adoption of ordinances or plans, agency-initiated planning studies, etc.) that advanced specific goals and policies of each element.
- **Broad annual report format:** Incorporate the annual progress report into a broadly focused annual report on all of

the activities and programs of the jurisdiction, drawing upon data and sources such as an annual performance report on budgeting, processing of land use entitlements, redevelopment activities, housing construction, or other programs or “state of the city/county” reports.

CONSISTENCY PROVISIONS IN STATE LAW AND LEGAL PRECEDENTS

All statutory references are to the California Government Code unless otherwise noted.

Agricultural Preserves

- § 51234 requires that agricultural preserves established under the Williamson Act be consistent with the general plan.
- § 51282 requires a city or county, when approving a Williamson Act contract cancellation, to make a finding that the proposed alternate use is consistent with the general plan.

Capital Improvements

- §§ 65401 and 65402 require planning agencies to review and report on the consistency with the applicable general plan of proposed city, county, and special district capital projects, including land acquisition and disposal.
- § 65103(c) requires planning agencies to review annually their city or county capital improvement programs and other local agencies’ public works projects for consistency with the general plan.
- *Friends of B Street v. City of Hayward* (1980) 106 Cal.App.3d 988 held that a city’s capital facilities projects must be consistent with the city’s general plan.
- § 53090, et seq., require that most public works projects undertaken by special districts, including school districts, must be consistent with local zoning, which in turn must be consistent with the general plan. A school district board may render a zoning ordinance inapplicable with respect to school classroom facilities (§ 53094). A special district governing board may render the zoning ordinance inapplicable if it makes a finding after a public hearing that there is no feasible alternative to the project (§ 53096). State entities are an exception to this consistency requirement (*Rapid Transit Advocates, Inc. v. Southern California Rapid Transit District* (1986) 185 Cal.App.3d 996).

Condominium Conversion

- § 66427.2 requires that when the general plan contains objectives and policies addressing the conversion of rental units to condominiums, any conversion must be consistent with those objectives and policies.

Development Agreements

- § 65867.5 requires development agreements to be consistent with the general plan.

Consistency Provisions in State Law and Legal Precedents, Continued

Housing Authority Projects

- Health and Safety Code § 34326 declares that all housing projects undertaken by housing authorities are subject to local planning and zoning laws.

Integrated Waste Management

- Public Resources Code section 41701 states that if a county determines that the existing capacity of a solid waste facility will be exhausted within 15 years or if the county desires additional capacity, then the countywide siting element of the county's hazardous waste management plan must identify an area or areas, consistent with the applicable general plan, for the location of new solid waste transformation or disposal facilities or for the expansion of existing facilities.
- Public Resources Code section 41702 states that an area is consistent with the city or county general plan if:
 1. The city or county has adopted a general plan.
 2. The area reserved for the new or expanded facility is located in, or coextensive with, a land use area designated or authorized by the applicable general plan for solid waste facilities.
 3. The adjacent or nearby land use authorized by the applicable general plan is compatible with the establishment or expansion of the solid waste facility.

On-Site Wastewater Disposal Zones

- Health and Safety Code section 6965 requires a finding that the operation of an on-site wastewater disposal zone created under Health and Safety Code section 6950, et seq., will not result in land uses that are inconsistent with the applicable general plan.

Park Dedications

- § 66477 enables local governments to require as a condition of subdivision and parcel map approval the dedication of land or the payment of in lieu fees for parks and recreational purposes if the parks and recreational facilities are consistent with adopted general or specific plan policies and standards.

Parking Authority Projects

- Streets and Highway Code section 32503 specifies that parking authorities, in planning and locating any parking facility, are subject to the relationship of the facility to any officially adopted master plan or sections of such master plan for the development of the area in which the authority functions to the same extent as if it were a private entity.

Planning Commission Recommendations

- § 65855 requires that the planning commission's written recommendation to the legislative body on the adoption or amendment of a zoning ordinance include a report on the relationship of the proposed adoption or amendment to the general plan.

Consistency Provisions in State Law and Legal Precedents, Continued

Reservations of Land Within Subdivisions

- § 66479 specifies that reservations of land for parks, recreational facilities, fire stations, libraries, and other public uses within a subdivision must conform to the general plan.

Special Housing Programs

- Health and Safety Code section 50689.5 specifies that housing and housing programs developed under Health and Safety Code section 50680, et seq., for the developmentally disabled, mentally disordered, and physically disabled must be consistent with the housing element of the general plan.

Specific Plans

- § 65359 requires that a specific plan covering an area affected by a general plan amendment shall be reviewed and amended as necessary to make it consistent with the applicable general plan.
- § 65454 specifies that a specific plan may not be adopted or amended unless the proposed plan is consistent with the general plan.

Format of the Report (Housing Element)

In 2010, the State Department of Housing and Community Development adopted regulations on the preparation of the annual [housing element](#) progress report (Cal. Code Regs., tit. 25, §§ 6200, et seq.). All housing element progress reports must conform to these regulations. Forms, instructions, and a copy of the regulations can be found at the HCD's website at <http://www.hcd.ca.gov/community-development/housing-element/index.shtml>. In general, the following information is required for housing element reporting:

- Listing of building permits issued for the calendar year by income category.
- Demonstration of the progress towards meeting the regional housing need.
- A description of the progress in implementation of the policies and programs in the housing element.
- A city or county that is the successor to a former redevelopment agency shall include financial and housing information specified at [Health and Safety Code section 34176.1\(f\)](#) in its annual report.

The report must be considered at an annual public meeting before the legislative body where members of the public may provide oral testimony and written comments.

Contents of the Report

Each jurisdiction should determine which locally relevant issues are important to include in the annual report. The following items may be useful in the annual progress report:

-
- Introduction.
 - Table of contents.
 - Date of presentation to and acceptance by the local legislative body.
 - List of major agency-initiated planning activities that were initiated, in progress, or completed during the reporting period (i.e., master plans, specific plans, master environmental assessments, annexation studies, and other studies or plans carried out in support of specific general plan implementation measures). Include a brief comment on how each of these activities advances the goals, policies, and/or implementation measures contained in the general plan. Provide specific reference to individual elements where applicable.
 - List each of the general plan amendments that have been processed, along with a brief description and the action taken (e.g., approval, denial, etc.). This listing should include agency-initiated as well as applicant-driven amendments.
 - List each of the development applications that have been processed, along with a brief description, the action taken (e.g., approval, denial, etc.), and a brief comment on how each action furthers the goals, policies, and/or implementation measures of the general plan. Provide specific reference to individual elements where applicable.
 - Identify significant projects built within jurisdiction but not approved by jurisdiction, such as large school facilities not approved by city or county, but affecting general plan.
 - Identify priorities for land use decision-making that have been established by the local legislative body (e.g., passage of moratoria, emergency ordinances, development of community or specific plans, etc.).
 - The annual progress report should identify goals, policies, objectives, standards, or other plan proposals that need to be added, deleted, amended, or otherwise adjusted.

Submitting the Report to OPR and HCD

Annual progress reports can be submitted to OPR in either electronic or paper format. Preference is for electronic reporting. If you wish to submit your annual report to OPR electronically, e-mail it to state.clearinghouse@opr.ca.gov. Word, Excel, PowerPoint or PDF are the only acceptable file formats. Printed copies of the annual report should be sent to Governor's Office of Planning and Research, State Clearinghouse and Planning Unit, P.O. Box 3044, Sacramento, CA 95812-3044.

A copy of the report must also be sent to the Department of Housing and Community Development via their [online system](#), or printed copies to Division of Housing Policy Development, P.O. Box 952053, Sacramento, CA 94252-2053

Coastal Act Compliance for those Jurisdictions Located in the Coastal Zone

CALIFORNIA COASTAL ACT

The California Coastal Act of 1976 ([Public Resources Code section 30000 et seq.](#)) was enacted to “[p]rotect, maintain, and, where feasible, enhance and restore the overall quality of the coastal zone environment and its natural and artificial resources” (Id. at [§ 30001.5](#)). The Coastal Act applies to the coastal zone, defined in [section 30103\(a\)](#) as a strip along the California coast



CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

HOUSING ELEMENT ANNUAL PROGRESS REPORT (APR) INSTRUCTIONS

INTRODUCTION

Government Code section 65400 requires that each city, county, or city and county, including charter cities, prepare an annual progress report (APR) on the status of the housing element of its general plan and progress in its implementation, using forms and definitions adopted by the California Department of Housing and Community Development (HCD). The following form is to be used for satisfying the reporting requirements of Government Code section 65400, subdivision (a)(2).

These forms and instructions, originally adopted March 27, 2010, have been updated to incorporate new housing element APR requirements pursuant to Chapter 374, Statutes of 2017 (Assembly Bill 879); Chapter 366, Statutes of 2017 (Senate Bill 35); Chapter 664, Statutes of 2019 (Assembly Bill 1486); Chapter 159, Statutes of 2019 (Assembly Bill 101); Chapter 661, Statutes of 2020 (Assembly Bill 1255); Chapter 15, and Statutes of 2020 (Assembly Bill 83).

How to submit the Housing Element Annual Progress Report (APR)

The APR must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year using the forms and tables specified by HCD. The APR provides information for the previous calendar year and must be submitted separately to both HCD and OPR (Gov. Code, § 65400.). There are two methods available for submitting APRs:

1. **Online Annual Progress Reporting System** - This allows jurisdictions to upload directly into HCD's database, limiting the risk of errors. To use the online system, email APR@hcd.ca.gov, and request login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.*
2. **Email** - Jurisdictions complete the Excel APR forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. When using the email method, send the electronic version as an Excel workbook attachment. Do not send a scanned copy of the tables. In addition to submitting housing element APRs, jurisdictions must also submit general plan APRs to both HCD and OPR. Please email these documents to APR@hcd.ca.gov and opr.apr@opr.ca.gov.

NOTE: When submitting successor entity reporting data as required pursuant to California Health and Safety Code 34176.1, the data must be identified as an addendum to the APR and emailed to APR@hcd.ca.gov concurrently with the APR submittal. When using the online system, this report should be sent separately to the APR email box to satisfy the Government Code section 65400 reporting requirement.

TABLE OF CONTENTS

HOUSING ELEMENT ANNUAL PROGRESS	1
REPORT (APR) INSTRUCTIONS.....	1
INTRODUCTION	1
DEFINITIONS	3
FORM INSTRUCTIONS.....	6
GENERAL INFORMATION	6
START HERE	6
TABLE A - Housing Development Applications Submitted	6
TABLE A2 - Annual Building Activity Report Summary – New Construction, Entitled, Permits and Completed Units.....	8
TABLE B - Regional Housing Needs Allocation Progress – Permitted Units Issued By Affordability	14
TABLE C - Sites Identified or Rezoned to Accommodate Shortfall Housing Need	15
TABLE D - Program Implementation Status pursuant to Government Code section 65583	16
TABLE E - Commercial Development Bonus Approved pursuant to Government Code section 65915.7	17
TABLE F - Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1, subdivision (c).....	18
TABLE G - Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of, pursuant to Government Code section 65400.1.....	18
TABLE H - Inventory of Locally Owned or Controlled Lands Declared Surplus Pursuant to Government Code section 54221, or Identified as Excess Pursuant to Government Code section 50569.....	19
LEAP Reporting – Annual report on any Local Early Action Planning Grants funds received by the jurisdiction.....	20

DEFINITIONS

1. “Above moderate income” means households earning more than 120 percent of area median income.
2. “Annual Progress Report (APR)” means the housing element annual progress report required by Government Code section 65400 and due to HCD by April 1 of each year reporting on the prior calendar year’s activities.
3. “Application submitted” means an application submittal that has been determined complete by the jurisdiction.
4. “Area Median Income (AMI)” means the median household income based on household size of a geographic area of the state, as annually updated by HCD, pursuant to Health and Safety Code, section 50093.
5. “Certificate of occupancy date” is the date(s) the certificate(s) of occupancy, or other evidence of readiness for occupancy (e.g., final inspection, notice of completion), was/were issued.
6. “Committed Assistance” is when a local government has entered into a legally enforceable agreement within a specific timeframe spanning from the beginning of the RHNA projection and may be executed throughout the planning period. Committed Assistance includes obligating funds or other in-kind services for affordable units available for occupancy within two years of the agreement.
7. “Completed Entitlement” means a housing development or project which has received all the required land use approvals or entitlements necessary for the issuance of a building permit. This means that there is no additional action required to be eligible to apply for and obtain a building permit.
8. “Density Bonus” is as defined in Government Code section 65915.
9. “Extremely low-income” means a household earning less than 30 percent of area median income pursuant to Health and Safety Code, section 50105.
10. “Infill housing unit” is defined as being a unit located within an urbanized area or within an urban cluster on a site that has been previously developed for urban uses, or a vacant site where the properties adjoining at least two sides of the project site are, or previously have been, developed for urban uses. For the purposes of this definition, an urbanized area or an urban cluster is as defined by the United States Census Bureau.
11. “Locality” or “local government” means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.

12. “Lower-income or Low-Income” means a household earning less than 80 percent of AMI pursuant to Health and Safety Code, section 50079.5.
13. “Moderate income” means households whose income does not exceed 120 percent of AMI pursuant to Health and Safety Code, section 50093.
14. “Permitted units” mean units for which building permits for new housing construction have been issued by the local government during the reporting calendar year. For this purpose, “new housing unit” means housing units as defined by the Department of Finance for inclusion in the Department of Finance’s annual “E-5 City/County Population and Housing Estimates” report, which is the same as the Census definition of a housing unit.

Note: Accessory dwelling units (ADU) and junior accessory dwelling units (JADU) pursuant to Government Code sections 65852.2 and 65852.22 meet the definition above.
15. “Production report” or “Annual Progress Report (APR)” means the information reported pursuant to subparagraph (D) of paragraph (2) of subdivision (a) of Section 65400 of the Government Code.
16. “Project” or “Development” refers to a housing related activity where new construction of a unit(s) is proposed or has had a building permit and/or certificate of occupancy issued during the reporting calendar year. This may include single family, mixed use, multifamily, accessory dwelling unit, or any other developments where housing units, as defined by the U.S. Census Bureau and the Department of Finance, are a component of the project.
17. “Realistic Capacity” means an estimate of the number of units that can be accommodated on each site in the inventory. The estimate must include adjustments to reflect land use controls and site improvement requirements but may rely on established minimum density standards.
18. “Reporting period” means the prior calendar year’s activities for the housing element annual progress report required by Government Code section 65400 and due to HCD by April 1 of each year and utilized to create the determination for which locality is subject to the Streamlined Ministerial Approval (SB 35 Streamlining) Provisions.
19. “RHNA” means the local government’s share of the regional housing need allocation pursuant to Government Code section 65584 et seq.
20. Unit Category: type of units that are classified under the following categories:
 - **Single Family-Detached Unit (SFD)**- a one-unit structure with open space on all four sides. The unit often possesses an attached garage.
 - **Single Family-Attached Unit (SFA)**- a one-unit structure attached to another unit by a common wall, commonly referred to as a townhouse, half-plex, or row house. The shared wall or walls extend from the foundation to the roof with adjoining units to form a property line. Each unit has individual heating and plumbing systems.
 - **2-, 3-, and 4-Plex Units per Structure (2-4)**- a structure containing two, three, or four units and not classified as single-unit attached structure.
 - **5 or More Units per Structure (5+)**- a structure containing five or more housing units.

- **Accessory Dwelling Unit (ADU)** - means a unit that is attached, detached or located within the living area of the existing dwelling or residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel on which the single-family dwelling is situated pursuant to Government Code section 65852.2. An ADU also includes the following: an efficiency unit, as defined in Section 17958.1 of the Health and Safety Code or a manufactured home, as defined in Section 18007 of the Health and Safety Code.
- **Mobilehome Unit/Manufactured Home** – a one-unit structure that was originally constructed to be towed on its own chassis. *Please note: Spaces in a mobilehome park can be counted towards RHNA, if the spaces counted are new hook-ups/spaces rather than new mobilehome park residents moving onto existing lots.*

21. “Very low-income” means households earning less than 50 percent of AMI pursuant to Health and Safety Code, section 50105.

AUTHORITY CITED: Government Code section 65400.

FORM INSTRUCTIONS

GENERAL INFORMATION

Fields in gray auto-populate. No data entry is needed.

Some of the cells are locked to ensure data can be automatically uploaded to the online system.

Tables A and A2 of the worksheet are currently configured to accept up to 1,000 lines of data. Insert rows if needed.

Projects are now tracked at all stages of development, from initial application to final certificate of occupancy.

All dates must be entered as month/date/year (e.g., 6/1/2018).

The form works best with macros enabled in Excel.

Begin with the “Start Here” tab, as previous years’ information will pre-populate in Table B after the jurisdiction’s name is entered.

START HERE

Enter general contact and report information in the “Start Here” tab.

It is important to start with this worksheet because the answers entered will affect how information is displayed (e.g., permit numbers from prior years are pre-populated when the jurisdiction’s name is entered).

Information to enter includes:

- City or county name
- Reporting calendar year (e.g., 2019). *Please note: The reporting year will always be from January 1 – December 31 of the previous year.*
- Contact person
- Title
- Email
- Phone
- Mailing address

This sheet includes instructions regarding submitting the housing element APR to HCD and OPR.

TABLE A

Housing Development Applications Submitted

Only include data on housing units and developments for which an application was submitted deemed complete between January 1 and December 31 of the reporting year identified on the “Start Here”

tab. In table A, an “application” is a formal submittal of a project for approval. This application is either an application for a discretionary entitlement, or where only a ministerial process is required (e.g., zoned by right), or the application for a building permit.

Project Identifier: Include the Current Assessor Parcel Number (APN) and street address. The Prior APN, Project Name and Local Jurisdiction Tracking ID are optional.

- Prior APN – Enter an APN previously associated with the parcel, if applicable (optional field).
- Current APN – Enter the current available APN. If necessary, enter additional APNs in the notes section field number 10.
- Street Address – Enter the number and name of the street.
- Project Name – Enter the project name, if available (optional field).
- Local Jurisdiction Tracking ID – This may be the permit number or other identifier (optional field).

2. Unit Types: Each development should be categorized by one of the following codes. Refer to “Unit Category” in the Definitions section for additional descriptions. Use the drop-down menu to select one of the following options:

- SFA (single-family attached unit)
- SFD (single-family detached unit)
- 2-4 (two-to four-unit structures)
- 5+ (five or more unit structure, multifamily)
- ADU (accessory dwelling unit)
- MH (mobilehome/manufactured home)

3. Tenure: Identify whether the units within the development project are either proposed or planned at initial occupancy for either renters or owners. Use the drop-down menu to select one of the following options:

- Renter occupant (R) or
- Owner occupant (O)

4. Date Application Submitted: Enter the date the housing development application was submitted. If the application was incomplete at the time of submittal, enter the date the application was determined complete by the local government (refer to “application submitted” under Definitions). Enter date as month/day/year (e.g., 6/1/2020).

5. Proposed Units Affordability by Household Incomes: For each development, list the number of units proposed in the application by affordability level and whether the units are deed restricted or non-deed restricted. Refer to the Definitions section for additional descriptions:

- Very low-income households: 0-50 percent AMI
- Low-income households: 50-80 percent AMI
- Moderate-income households: 80-120 percent AMI
- Above-moderate households: above 120 percent

- To verify income levels, refer to the income limit charts on HCD’s website at <http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml> (see section for Official State Income Limits).

6. Total Proposed Units by Project: This field auto-populates with the total number of units proposed, as entered in #5 (total of deed restricted & non-deed restricted units for Very Low-, Low-, Moderate- and Above Moderate- income households).

7. Total Approved Units by Project: Enter the number of units that the jurisdiction approved for this project application.

8. Total Disapproved Units by Project. If the project is denied or total number of units is reduced, please enter the number of units denied or reduced. This value should equal Total Proposed Units by Project minus Total Approved Units by Project.

9. Was “Application Submitted” pursuant to Government Code section 65913.4, subdivision (b) (Streamlined Ministerial Approval Process (SB 35 Streamlining))? Use the drop-down menu to select one of the following options:

- No
- Yes – But no action taken
- Yes – Approved
- Yes – Denied

10. Notes: Use this field to enter any applicable notes about the project or development. Completion of this field is optional.

TABLE A2

Annual Building Activity Report Summary – New Construction, Entitled, Permits and Completed Units

Fields 1 through 15 - Housing Development Information

This table requires information for very low, low, moderate and above moderate income housing affordability categories and for mixed-income projects. Include data on net new housing units and developments that have received any one of the following:

- An entitlement
- A building permit.
- A certificate of occupancy or other form of readiness that was issued during the reporting year.

Please note: Only building permits are used for the purposes of determining progress towards RHNA (fields 7, 8 and 9 of this table, described below).

New housing units: For the APR, “new housing unit” means housing units as defined by the Department of Finance for inclusion in the Department of Finance’s annual “E-5 City/County Population and Housing Estimates” report, which is the same as the census definition of a housing unit.

Development activity spanning multiple years: It is highly likely that the same project will be reported in multiple years of APRs. For example, a project should be listed in three separate APRs if it is entitled in one year, receives the building permit the next year, and the certificate of occupancy in the year following.

In scenarios where development activity spans multiple years, the jurisdiction should only report activity that occurred within the reporting year. For example, if a project received building permits in 2018, but received entitlements in 2017, the 2018 APR should only report the building permit information (fields 7, 8 and 9), and not include entitlement information (fields 4, 5 and 6).

Separate living quarters: A house, an apartment, a mobilehome, a group of rooms, or a single room occupied as separate living quarters, or if vacant, intended for occupancy as separate living quarters. Separate living quarters are those in which the occupants live separately from any other individuals in the building and which have direct access from outside the building or through a common hall. For vacant units, the criteria of separateness and direct access are applied to the intended occupants whenever possible.

Please note: Group quarters facilities, such as dormitories, bunkhouses, and barracks, cannot be counted as housing units, but student housing that is set up as separate living quarters per the census definition can be counted. This type of student housing must be counted per unit, and not on a bedroom or per person basis.

Net new units: If a building is being demolished to build the new units, the APR should report net new units. For example, if 10 units are being demolished on a site to build a 100-unit building, the APR should report 90 new units. In the case of new construction where fewer units are being built than were there previously, do not report negative permits. For example, if 10 units are being torn down on a site to build 5 units, this would not count as any new units on the APR and should not be reported as a negative number.

To assist in reporting demolished/destroyed units, refer to section number 20 below (Table A2, column 20).

All new unit information is to be listed in the following fields:

Fields 1 through 3 – Project Identifier and Unit Types

1. Project Identifier: Include the Current Assessor Parcel Number (APN) and street address. The prior APN, project name or local jurisdiction tracking ID are optional.

- Prior APN – Enter an APN previously associated with the parcel, if applicable (optional field).
- Current APN – Enter the current available APN. This field allows a maximum of 40 characters. If necessary, enter additional APNs in the notes section field number 21.
- Street Address – Enter the number and name of the street.
- Project Name – Enter the project name, if available (optional field).
- Local Jurisdiction Tracking ID – This may be the permit number or other identifier (optional field).

2. Unit Category Codes: Each development should be categorized by one of the following codes: Refer to “Unit Category” in the Definitions section for additional descriptions. Use the drop-down menu to select one of the following options:

- SFA (single-family attached unit)
- SFD (single-family detached unit)
- 2-4 (two- to four-unit structures)
- 5+ (five or more unit structure, multifamily)
- ADU (accessory dwelling unit)
- MH (mobilehome/manufactured home)

3. Tenure: Identify whether the units within the development project are either proposed or planned at initial occupancy for either renters or owners. Use the drop-down menu to select one of the following options:

- Renter occupant (R) or
- Owner occupant (O)

Fields 4 through 6 – Completed Entitlement

4. Affordability by Household Income – Completed Entitlement: For each development, list the number of units that have been issued a completed entitlement during the reporting year by affordability level and whether the units are deed restricted or non-deed restricted. Refer to the Definitions section for additional descriptions:

- Very low-income households: 0-50 percent AMI
- Low-income households: 50-80 percent AMI
- Moderate-income households: 80-120 percent AMI
- Above-moderate households: above 120 percent

To verify income levels, refer to the income limit charts on HCD’s website at

<http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>

(see section for Official State Income Limits).

5. Entitlement Date Approved: Enter the date within the reporting year that all required land use approvals or entitlements were issued by the jurisdiction; leave blank if entitlement was approved outside the reporting year. Enter date as month/day/year (e.g., 6/1/2020). Refer to definition of “Completed Entitlement.”

6. # of Units Issued Entitlements: This is an auto-populated field. This field reflects the total number of units that were entitled for very-low, low, moderate, and above moderate income, as entered in field 4 on this table.

Fields 7 through 9 – Building Permit

7. Affordability by Household Income – Building Permits: For each development, list the number of units that have been issued a building permit during the reporting year by affordability level and whether the units are deed restricted or non-deed restricted. Refer to the Definitions section for additional descriptions:

- Very low-income households: 0-50 percent AMI
- Low-income households: 50-80 percent AMI
- Moderate-income households: 80-120 percent AMI
- Above-moderate households: above 120 percent

To verify income levels, refer to the income limit charts on HCD's website at

<http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>

(see section for Official State Income Limits).

8. Building Permits Date Issued: Enter the date within the reporting year that the building permit was issued by the jurisdiction; leave blank if the building permit was issued outside the reporting year. Enter the date as month/day/year (e.g., 6/1/2020). Refer to definition of "Permitted Units."

9. # of Units Issued Building Permits: This is an auto-populated field. This field will sum units that were permitted for very-low, low, moderate, and above moderate income, as entered in field 7 on this table.

Fields 10 through 12 – Certificates of Occupancy

10. Affordability by Household Income – Certificates of Occupancy: For each development, list the number of units that issued certificates of occupancy or other form of readiness (e.g., final inspection, notice of completion) during the reporting year by affordability level and whether the units are deed restricted or non-deed restricted. Refer to the Definitions section for additional descriptions:

- Very low-income households: 0-50 percent AMI
- Low-income households: 50-80 percent AMI
- Moderate-income households: 80-120 percent AMI
- Above-moderate households: above 120 percent

To verify income levels, refer to the income limit charts on HCD's website at

<http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml>

(see section for Official State Income Limits).

11. Certificates of Occupancy (or other forms of Readiness) Date Issued: Enter the date the certificate of occupancy or other form of readiness (e.g., final inspection, notice of completion) was issued for the project. For most jurisdictions, this is the final step before residents can occupy the unit. Leave blank if the certificate of occupancy was not issued in the reporting year. Enter the date as month/day/year (e.g., 6/1/2020).

12. # of Units Issued Certificates of Occupancy or other forms of Readiness: This is an auto-populated field. This field will sum units that were issued a certificate of occupancy for very-low, low, moderate, and above moderate income, as entered in field 10 on this table.

13. How many of the Units were Extremely-Low Income Units (Optional): To gain a greater understanding of the level of building activity to meet the needs of extremely low-income households in the state, HCD asks that you estimate, to the extent possible, the number of units affordable to extremely-low income households. This number will be a subset of the number of units affordable to very low-income households, as indicated in fields 4, 7 and 10 above. *Please note: The number entered*

in the very low section will not be reduced by the number entered here. Although completion of this field is optional, your input would be greatly appreciated.

14. Was the project approved using Government Code section 65913.4, subdivision (b) (Streamlined Ministerial Approval Process (SB 35 Streamlining))? Use the drop-down menu to select one of the following options:

- “Y” if the jurisdiction approved the project application pursuant to the streamlined ministerial approval process (SB 35 Streamlining).
- “N” for all other situations.

15. Are these infill units? To gain a greater understanding of the level of infill housing activity in the state, HCD asks that you clarify if the housing units reported are infill by selecting “Yes” or “No.” Although completion of this field is optional, your input would be greatly appreciated. See the Definitions section for “infill housing units” definition.

Fields 16 through 18: Please note, if any units are reported as very-low, low, or moderate income in fields 4, 7 or 10, then the information in fields 16, 17 and/or 18 must be completed to demonstrate affordability. In the absence of justification that the unit is affordable to a very- low, low, and moderate income household, the unit must be counted as above-moderate income.

Fields 16 and 17 Housing with Financial Assistance and/or Deed Restrictions

For all housing units developed or approved with public financial assistance and/or have recorded affordability deed restrictions or covenants, identify funding sources and/or mechanisms that enable units to be affordable.

16. Assistance Programs Used for Each Development: Enter information here if units received financial assistance from the city or county and/or other subsidy sources, have affordability restrictions or covenants, and/or recapture of public funds upon resale.

Use the drop-down menu to select the acronym of the applicable funding program(s), as listed below. To select more than one funding source click once, then select the cell again, and click another source.

- Acq/Rehab: CalHFA Acquisition/Rehab Loan Program
- AHP: Affordable Housing Program - Fed Home Loan
- AHSC: Affordable Housing and Sustainable Communities
- CalHOME: CalHOME
- CDBG: Community Development Block Grant
- CDLAC: CDLAC Bonds (CA Debt Limit Allocation Committee)
- CESH: CA Emergency Solutions & Housing
- ESG: Emergency Solutions Grant
- GSAF: Golden State Acquisition Fund
- HEAP: Homeless Emergency Aid Program
- HHAP: Homeless Housing, Assistance and Prevention Program
- HKEY: Homekey
- HOME: Housing Investment Partnership Program
- HOPWA: Housing Opportunities for Persons with AIDS

- IIG: Infill Infrastructure Grant
- LHTF: Local Housing Trust Funds
- LIHTC: CTCAC/Low Income Housing Tax Credits
- MHP: Multifamily Housing Program - HCD
- MHSA: Mental Health Services Act Funding
- MPRROP: Mobilehome Park Rehabilitation & Resident Ownership Program
- MRB: Mortgage Revenue Bonds
- MyHOME: MyHome Down Payment Assistance
- NHTF: National Housing Trust Fund
- NPLH: No Place Like Home
- PBS8: Section 8 Project-Based Rental Assistance
- PDLP: Predevelopment Loan Program
- RAD: Rental Assistance Demonstration Program
- RDA: Redevelopment Agency or Successor Agency Funds
- Sec 202: HUD Section 202 Housing for the Elderly
- Sec 811: Section 811 Project Rental Assistance
- SERNA: Joe Serna, Jr. Farmworker Housing Program
- SHMHP: Supportive Housing MHP
- SNHP: Special Needs Housing Program - CalHFA
- TOD: Transit Oriented Development Program
- USDA: USDA Rural Development Housing Programs
- VPHP: Veterans Housing and Homeless Prevention Program
- Other: Describe in Notes

17. Deed Restriction Type: Enter information here if units in the project are considered affordable to very-low, low, and/or moderate income households due to a local program or policy, such as an inclusionary housing ordinance, regulatory agreement, or a density bonus. This field should not be used to enter the number of deed restricted units. Identify the mechanism used to restrict occupancy based on affordability to produce “deed restricted” units. Use the drop-down menu to select one of the following options:

- “INC” if the units were approved pursuant to a local inclusionary housing ordinance.
- “DB” if the units were approved using a density bonus.
- “Other” for any other mechanism. Describe the source in notes section number 21.

18. Housing without Financial Assistance or Deed Restrictions: Enter information here if the units are affordable to very-low, low and moderate income households without financial assistance and/or deed restrictions. In these cases, affordability must be demonstrated by proposed sales price or rents.

- Sales prices and rents must meet the definition of affordable as defined in Health and Safety Code Section 50052.5 for owner-occupied units or Health and Safety Code section 50053 for renter-occupied units.
- Describe how the newly constructed rental or ownership housing units were determined to be affordable to very-low, low, and moderate income households without either public subsidies or restrictive covenants. This may be based on various methods considering sales prices or rents

relative to the income levels of households, such as through a survey of comparable units in the area that show the unit would be affordable to very-low, low, or moderate income households.

- The jurisdiction can consider comparable rental prices or new sales prices (actual or anticipated). The jurisdiction should consider costs for renters (i.e., 30 percent of household income for rent and utilities) or owners (e.g., 30 percent of household income for principal, interest, taxes, insurance and utilities, pursuant to Title 25 CCR Section 6920).
- In the absence of justification that the unit is affordable to a very- low, low, and moderate income household, the unit must be counted as above-moderate income.

19. Term of Affordability or Deed Restriction: If the units have committed financial assistance and/or are deed restricted, enter the duration of the affordability or deed restriction. If the units are affordable in perpetuity, enter 1,000. If multiple funding sources or deed restrictions on the development have different terms of affordability, please enter the longest term of affordability. Although completion of this field is optional, your input would be greatly appreciated.

20. Demolished/Destroyed Units: This section is to report if the project and associated APN has a permit, entitlement or certificate of occupancy in the reporting year, and the APN previously had demolished or destroyed units.

- Enter the “Number of Demolished or Destroyed Units” in the reporting calendar year.
- From the drop-down menu select “demolished” if the units were torn down. Select “Destroyed” if the units were lost due to fire or other natural disaster.
- From the drop-down menu “Demolished/Destroyed Units Owner or Renter” select “R” for renter or “O” for owner.

21. Notes: Use this field to enter any applicable notes about the project or development.

TABLE B
Regional Housing Needs Allocation Progress – Permitted Units Issued By Affordability

Table B is a summary of prior permitting activity in the current planning cycle, including permitting activity for the calendar year being reported. To assist jurisdictions in completing this form, HCD has pre-filled permit data as reported to HCD on prior APRs. Past unit information will auto-populate when the jurisdiction’s name in the general information section of the “Start Here” tab is entered. Current year permitted units will auto-populate from data reported in Table A2. If permit activity for the current year is inaccurate, jurisdictions should make adjustments on field number 7, Affordability by Household Income – Building Permits in table A2.

Please contact HCD at APR@hcd.ca.gov if data from previous years does not populate or if different than the information supplied in Table B. Any changes made by localities to previous years’ data in Table B will not update prior APR records maintained by HCD.

Table B reports the number of units for which permits were issued to demonstrate progress in meeting the jurisdiction’s share of the RHNA for the planning period.

- 1. Regional Housing Needs Allocation by Income Level:** Lists the jurisdiction’s assigned RHNA for the planning cycle by income group. This field will auto-populate once the jurisdiction’s name is entered in the “Start Here” tab.
- 2. Year:** Lists the building permit data for each year of the RHNA planning cycle beginning in the first year and ending with the data from the current reporting year, which can be found in Table A2.
- 3. Total Units to Date (all years):** Totals the number of units permitted in each income category.
- 4. Total Remaining RHNA by Income Level:** This field uses the information from the “Total Units to Date” category and deducts the units by income category from the jurisdiction’s assigned RHNA number. Note: The total units remaining to meet the RHNA allocation is in the bottom right hand corner.

TABLE C
Sites Identified or Rezoned to Accommodate Shortfall Housing Need

Please note: This table should only be filled out when a city or county identified an unaccommodated need of sites from the previous planning period pursuant to Government Code section 65584.09, has a shortfall of sites as identified in the housing element pursuant to Government Code section 65583, subdivision (c)(1); or is identifying additional sites required by No Net Loss law pursuant to Government Code section 65863. The data in this inventory serves as an addendum to the housing element sites inventory. This table should not include rezoning for a specific project.

- 1. Project Identifier:** Include the Assessor Parcel Number (APN) and street address. The project name and local jurisdiction tracking ID are optional.
- 2. Date of Rezone:** If a rezone was required, identify the date the rezone occurred. Enter the date as month/day/year (e.g., 6/1/2020).
- 3. RHNA Shortfall by Household Income Category:** For each development or site, list the number of units that are affordable to the following income levels (refer to the Definitions section for more detail):
 - Very low-income households: 0-50 percent AMI
 - Low-income households: 50-80 percent AMI

Note: rezoning is not required to accommodate moderate or above moderate RHNA shortfall.

- 4. Type of Shortfall:** From the dropdown list, select one of the following for each project:
 - **No Net Loss** (Government Code section 65863): When a jurisdiction permits or causes its housing element sites inventory site capacity to be insufficient to meet its remaining unmet RHNA for lower and moderate-income households. In general, a jurisdiction must demonstrate sufficient capacity on existing sites or make available adequate sites within 180 days of there being insufficient sites to meet the remaining RHNA.
 - **Unaccommodated Need** (Government Code section 65584.09): When a jurisdiction failed to identify or make adequate sites available in the prior planning period to accommodate its RHNA by income category. Note: When this condition occurred, the housing element in the current

planning period in most cases will have a program to make available adequate sites to address the unmet RHNA by income category in the first year of the planning period.

- **Shortfall of Sites** (Government Code section 65583, subdivision (c)(1)): When a jurisdiction does not identify adequate sites to accommodate its RHNA by income category in the current planning period. Note: When this condition occurred, the housing element for the current planning period must have included a program to make available adequate sites to address the unmet RHNA by income category. For jurisdictions on an eight-year planning period, the rezones must be complete within the first three years of the planning period.

5. Parcel Size (Acres): Enter the size of the parcel in acres.

6. General Plan Designation: Enter the new General Plan Land Use designation. If no change was made, enter the current designation.

7. Zoning: Enter the new zoning designation for the parcel. If no change was made, enter the current zoning designation.

8. Density Allowed: Enter the minimum and maximum density allowed on each parcel. This is the density allowed after any zoning amendments are made. If no maximum density, enter N/A.

9. Realistic Capacity: Enter the estimated realistic unit capacity for each parcel. Refer to the Definitions for more information about “Realistic Capacity.”

10. Vacant/Non-vacant: From the drop-down list, select if the parcel is vacant or non-vacant. If the parcel is non-vacant, then enter the description of existing uses in Field 11.

11. Description of Existing Uses: Include a description of existing uses. Description must be specific (i.e., SFR, MF, surplus school site, operating business, vacant commercial building, parking lot). Classifications of uses (i.e., “commercial”, “retail”, “office”, or “residential”) are not sufficient.

TABLE D

Program Implementation Status Pursuant to Government Code Section 65583

Report the status/progress of housing element program and policy implementation for **all** programs described in the housing element:

- 1. Name of Program:** List the name of the program as described in the housing element.
- 2. Objective:** List the program objective (for example, “Update the accessory dwelling unit ordinance”).
- 3. Timeframe in Housing Element:** Enter the date the objective is scheduled to be accomplished.
- 4. Status of Program Implementation:** List the action or status of program implementation.

For your information, the following list includes the statutory requirements for housing element programs:

- Adequate sites (Gov. Code, § 65583, subd. (c)(1)). *Please note: Where a jurisdiction has included a rezone program pursuant to Government Code section 65583.2, subdivision (h) to address a shortfall of capacity to accommodate its RHNA, Table C must include specific information*

demonstrating progress in implementation including total acres, brief description of sites, date of rezone, and compliance with by-right approval and density requirements.

- Assist in the development of low- and moderate-income housing (Gov. Code, § 65583, subd. (c)(2)).
- Remove or mitigate constraints (Gov. Code, § 65583, subd. (c)(3)).
- Conserve and improve existing affordable housing (Gov. Code, § 65583, subd. (c)(4)).
- Promote and affirmatively further fair housing opportunities (Gov. Code, § 65583, subd. (c)(5)).
- Preserve units at-risk of conversion from low-income use (Gov. Code, § 65583, subd. (c)(6)).

Please note: Jurisdictions may add additional rows in Table D to include all housing element programs, or to provide clarification or information relevant to demonstrating progress towards meeting RHNA objectives.

TABLE E

Commercial Development Bonus Approved Pursuant to Government Code Section 65915.7

Government Code section 65915.7 states:

“(a) When an applicant for approval of a commercial development has entered into an agreement for partnered housing described in subdivision (c) to contribute affordable housing through a joint project or two separate projects encompassing affordable housing, the city, county, or city and county shall grant to the commercial developer a development bonus as prescribed in subdivision (b). Housing shall be constructed on the site of the commercial development or on a site that...” meets several criteria.

If the jurisdiction has approved any commercial development bonuses during the reporting year, enter the following information:

1. Project Identifier: Include the parcel’s APN number and street address. The project name and local jurisdiction tracking ID are optional.

2. Units Constructed as Part of the Agreement: For each development, list the number of units that are affordable to the following income levels (refer to the Definitions section for more detail):

- Very low-income households: 0-50 percent AMI
- Low-income households: 50-80 percent AMI
- Moderate-income households: 80-120 percent AMI
- Above-moderate households: above 120 percent

3. Description of Commercial Development Bonus: Include a description of the commercial development bonus approved by the jurisdiction.

4. Commercial Development Bonus Date Approved: Enter the date that the jurisdiction approved the commercial development bonus. Enter the date as month/day/year (e.g., 6/1/2018).

TABLE F

**Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites
Pursuant to Government Code Section 65583.1, subdivision (c)**

***Please note this table is optional:** The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net new housing units and must be reported in Table A2 and not reported in Table F.*

Units that Do Not Count Toward RHNA: The jurisdiction may list, for informational purposes only, units that do not count toward RHNA but were substantially rehabilitated, acquired or preserved.

Units that Count Toward RHNA: To enter units in this table as progress toward RHNA, please contact HCD at APR@hcd.ca.gov. HCD will provide a password to unlock the grey fields.

In order to count units reported in this table as progress towards RHNA, the jurisdiction will need to provide information that demonstrates the units meet the standards set forth in Government Code section 65583.1, subdivision (c). These program requirements are summarized on the [Alternative Adequate Sites Checklist](#).

If HCD finds that the units meet the standards set forth in Government Code section 65583.1, subdivision (c), these units may credit up to 25 percent of the jurisdiction's adequate sites requirement per income category.

TABLE G

**Locally Owned Lands Included in the Housing Element Sites Inventory, that have
been sold, leased, or otherwise disposed of, Pursuant to Government Code
Section 65400.1**

Chapter 664, Statutes of 2019 (AB 1486) added to the Government Code section 65400.1, which requires jurisdictions to include in this APR a listing of sites owned by the locality that were included in the housing element sites inventory and were sold, leased, or otherwise disposed of during the reporting year.

The listing of sites must include the entity to whom the site was transferred, and the intended use of the site.

TABLE H
Locally Owned or Controlled Lands Declared Surplus Pursuant to Government
Code Section 54221, or Identified as Excess Pursuant to Government Code
Section 50569

Chapter 661, Statutes of 2019 (AB 1255) amended Government Code section 54230 to require cities and counties to create an inventory of surplus lands defined in subdivision (b) of Section 54221, and all lands in excess of its foreseeable needs, if any, identified pursuant to Section 50569, located in all urbanized areas and urban clusters, as designated by the United States Census Bureau, within the jurisdiction of the county or city that the county or city or any of its departments, agencies, or authorities owns or controls. Please note: Jurisdictions are only required to report on property located in an urban area or urbanized cluster. For a map of urban areas and urban clusters, please see the HCD website here: <https://cahcd.maps.arcgis.com/apps/webappviewer/index.html?id=5a63b04d7c494a6ebb2aa38a2c3576f5>

Cities and counties must make a description of each parcel described in paragraph (1) of Government Code section 54230 and the present use of the parcel a matter of public record and shall report this information to HCD no later than April 1 of each year, beginning April 1, 2021, in a form prescribed by HCD, as part of its APR submitted pursuant to paragraph (2) of subdivision (a) of Section 65400.

“Surplus land” means land owned in fee simple by any local agency for which the local agency’s governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency’s use. Land shall be declared either “surplus land” or “exempt surplus land,” as supported by written findings, before a local agency may take any action to dispose of it consistent with an agency’s policies or procedures. A local agency, on an annual basis, may declare multiple parcels as “surplus land” or “exempt surplus land.”

“Surplus land” includes land held in the Community Redevelopment Property Trust Fund pursuant to Section 34191.4 of the Health and Safety Code and land that has been designated in the long-range property management plan approved by the Department of Finance pursuant to Section 34191.5 of the Health and Safety Code, either for sale or for future development, but does not include any specific disposal of land to an identified entity described in the plan.

Parcel description must include the following:

- 1. APN:** Enter the parcel number of the identified property.
- 2. Street Address/Intersection:** Enter the street address of the property. If no street address is available, enter the closest known intersection.
- 3. Existing Use:** Select the existing use of the property. Use the drop-down menu to select one of the following options:
 - Residential
 - Commercial
 - Industrial
 - Public Facilities

- Vacant
- Air Rights
- Other

4. Number of Units: If the existing use is residential, please enter the number of units on the property.

5. Designated Surplus Land, Exempt Surplus Land or Excess: Please identify if the property has been designated surplus or exempt surplus pursuant to Government Code section 54221, or excess pursuant to Government Code section 50569.

6. Parcel Size (in acres): Enter the parcel size in acres.

7. Notes (Optional): Please include any applicable notes providing additional property description. This could include a description of any characteristics of the property.

Local Early Action Planning (LEAP) Grant Reporting

Pursuant to Health and Safety Code section 50515.04, recipients of Local Early Action Planning (LEAP) grants shall annually report by April 1 of the year following receipt of those funds on the status of proposed uses in the application. The report shall address the housing impact within the jurisdiction, including a summary of building permits, certificates of occupancy or other completed entitlements. Data sources may include the LEAP application (e.g., Attachment 1: Project Timeline and Budget), reimbursement requests, other portions of the APRs, and other summary records of program activities.

1. Total Award Amount: Utilizing the LEAP application and award letter, fill in the total award amount for all proposed LEAP activities.

2. Task: Utilizing Attachment 1: Project Timeline and Budget from the LEAP application, fill in all project level tasks. Do not fill in sub-tasks. For example, an application might include a project level task to prepare and adopt a downtown specific plan. In this case, simply fill in the downtown specific plan and do not fill in sub-tasks such as outreach, traffic studies, drafting and adoption.

3. \$ Amount Awarded: Utilizing Attachment 1: Project Timeline and Budget from the LEAP application, fill in the total amount awarded for each project level task.

4. \$ Cumulative Reimbursement Requested: Utilizing reimbursement requests sent to HCD, add up all requested amounts for each project level task. Note, this is reimbursement “requested” and not reimbursement “received”. At the time of reporting, some reimbursement requests may be in process. The table does not need to address reimbursements in process.

5. Task Status: Select either completed, in progress or other for project level tasks. Include additional description in the notes column as appropriate for information such as upcoming milestones, anticipated completion dates, any schedule slippage or progress as a percentage of completion (e.g., 50 percent complete).

6. Other Funding: Note any other funding sources by amount being utilized to complete each project level task. If no other funding sources are being utilized, enter N/A. Examples of other funding

include the SB 2 planning grants program, the SB 1 sustainability planning grants program and local general funds.

7. Notes: Enter any other relevant information related to progress and impacts such as reasons for delays, anticipated numerical outcomes, etc.

8. Summary of Entitlements, Building Permits and Certificates of Occupancy: These tables will auto-populate from Table A2.

RESOLUTION 2021-_____

AUTHORIZING STAFF TO SUBMIT THE ANNUAL PROGRESS REPORT AND THE ANNUAL ELEMENT PROGRESS REPORT FOR CALENDAR YEAR 2020 TO THE OFFICE OF PLANNING AND RESEARCH, AND STATE HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT REGARDING THE IMPLEMENTATION OF THE GENERAL PLAN AND HOUSING ELEMENT

WHEREAS, State law requires each city to adopt a comprehensive, long-term general plan for its physical development and that of land outside its boundaries that bears a relationship to a city's planning activities, and

WHEREAS, Government Code Section 65400(a) requires that a planning agency or planning department submit an APR to the legislative body of a local agency, OPR and HCD on or before April 1st each year that contains the information prescribed in the statute for the previous calendar year, and

WHEREAS, The City of Tracy's General Plan, adopted in 2011, "provides a vision for the future and establishes a framework for how Tracy should grow and change over the next two decades." The General Plan provides direction through 2025, and

WHEREAS, The City's Housing Element was adopted in March 2016 for the time period of 2015-2023 in accordance with the housing element update cycle for jurisdictions in the San Joaquin Council of Governments region, and

WHEREAS, The Annual Progress Report for 2020 and Annual Housing Element Progress Report for 2020 were presented to Council at their March 16, 2021 meeting;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby authorizes staff to submit the Annual Progress Report for calendar year 2020 and Annual Element Progress Report for calendar year 2020 to the Office of Planning and Research and State Housing and Community Development Department regarding the implementation of the General Plan and Housing Element.

* * * * *

The foregoing Resolution 2021-_____ was passed and adopted by the Tracy City Council on the 16th day of March 2021, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.C

REQUEST

APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH CSG CONSULTANTS, INC., OF PLEASANTON, CALIFORNIA FOR A NOT-TO-EXCEED AMOUNT OF \$206,615 TO PROVIDE PROFESSIONAL ENGINEERING DESIGN SERVICES, THAT INCLUDES THE PREPARATION OF CONSTRUCTION DOCUMENTS SUCH AS PLANS, SPECIFICATIONS AND COST ESTIMATES FOR THE PAVEMENT REHABILITATION PROJECT FY 20-21, CIP 73178

EXECUTIVE SUMMARY

Staff requests Council approval of a Professional Services Agreement (PSA) with a qualified consultant, CSG Consultants, Inc., for the professional engineering design services, that includes the preparation of plans, specifications and cost estimates for the Pavement Rehabilitation Project FY 20-21, CIP 73178.

DISCUSSION

CIP 73178 is the Street Patch and Overlay Program for FY 21, which is the annual pavement maintenance program in the approved budget. In accordance with this program, the City proposes to perform pavement rehabilitation of Lowell Avenue, between Orchard Parkway and Tracy Boulevard, and Lincoln Boulevard between Lowell Avenue and 11th Street, under the project title Pavement Rehabilitation Project, FY 20-21, CIP 73178. These street segments have a low pavement condition index (PCI) based on the Pavement Management Program, and are ideal candidates for performing pavement rehabilitation. Proposed improvements will consist of the pavement rehabilitation of the street segments, ADA curb ramp upgrades, sidewalk repair, curb and gutter repair, tree removal and/or tree root trimming, traffic signal loop installation, adjustment of monuments and utility covers to grade, and striping and signage installation.

On October 5, 2020, the City issued a Request for Proposals (RFP) for the design services, which includes the preparation of construction documents, including plans, specification and cost estimates, for the Pavement Rehabilitation Project, FY 20-21. On November 10, 2020, the City received a total of eight (8) proposals.

The City ranked the proposals received and determined that from the proposals received, CSG Consultants Inc. scored the highest rank. CSG Consultants Inc. possesses the skills, experience and certification required to provide the services. CSG Consultants, Inc. has successfully designed and completed several similar projects other public agencies.

Staff negotiated with CSG Consultants, Inc. to provide engineering design services for this Project on a time and material basis, for an amount not-to-exceed \$206,615, which is reasonable and competitive.

STRATEGIC PLAN

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

FISCAL IMPACT

There are sufficient funds in CIP 73178 to award this Project for design services in the amount of \$206,615. The construction of this Project will be funded through Federal RSTP grants and SB1 (Senate Bill 1) grants.

RECOMMENDATION

Staff recommends that the City Council, by resolution, approve a PSA with CSG Consultants, Inc., of Pleasanton, California, for a not-to-exceed amount of \$206,615, to provide professional engineering design services, that includes the preparation of construction documents, such as plans, specifications and cost estimates, for the Pavement Rehabilitation Project FY 20-21, CIP 73178.

Prepared by: Anju Pillai, PE, Senior Civil Engineer

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

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – PSA with CSG Consultants, Inc.

**CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
CSG CONSULTANTS, INC. FOR THE PAVEMENT REHABILITATION PROJECT FY20-21,
CIP 73178**

This Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and CSG Consultants, a California corporation (**Consultant**). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Consultant to perform design services, project management, coordination, pre-design research, and final design of the Pavement Rehabilitation Project FY 20-21, CIP 73178. This work will include coordinating with all necessary agencies, surveying, performing pavement design, and preparing a complete set of plans, specifications, and cost estimates (PS&E) for Pavement Rehabilitation Project FY 20-21, CIP 73178.

B. On October 5, 2020 the City issued a Request for Proposals (RFP) for the design services of the Pavement Rehabilitation Project FY20-21, CIP 73178 (**Project**). On November 10, 2020, Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services.

C. After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.

D. This Agreement is being executed pursuant to Resolution No. ____ approved by Tracy City Council on ____, 2021.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. Consultant shall perform the services described in Exhibit "A" attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Michael Fisher, PE. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," nor shall Consultant use or replace any subcontractor or subconsultant, without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement shall begin on March 16, 2021 and end on March 16, 2023, unless terminated in accordance with Section 6. This Agreement may be extended for an

additional one year by the City Manager following a written determination that Consultant has satisfactorily met all requirements of this Agreement.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "B," attached and incorporated by reference for services performed under this Agreement.

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed \$206,615.00. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City's prior written approval.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

3.2.2 Consultant's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

3.3 Payment. Within 30 days after the City's receipt of invoice(s), City shall make payment to the Consultant based upon the services described on the invoice(s) and approved by the City.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

The provisions of this section survive completion of the services or the termination of this Agreement, and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

5.3 Workers' Compensation coverage shall be maintained as required by the State of California.

5.4 Professional Liability "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

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

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

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

5.6 Notice of Cancellation. Consultant 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 prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

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

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Consultant's Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination. The City may terminate this Agreement by giving ten days' written notice to Consultant. Upon termination, Consultant shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant for this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

7. Dispute Resolution. If any dispute arises between the City and Consultant that cannot be settled after engaging in good faith negotiations, City and Consultant agree to resolve the dispute in accordance with the following:

7.1 Each Party shall designate a senior management or executive level representative to negotiate the dispute;

7.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

7.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiations between legal counsel. If the aforementioned process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

7.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

7.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

7.6 The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

8. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

9. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

10. Conflicts of Interest. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest.

11. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

Robert Armijo, P.E.
City Engineer
333 Civic Center Plaza
Tracy, CA 95376

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:

Cyrus Kianpour
CSG Consultants, Inc.
3875 Hopyard Road, Suite 141
Pleasanton, CA 94588

13. Miscellaneous.

13.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

13.2 Amendments. 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. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

13.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

13.6 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

13.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

13.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

13.8 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

13.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

13.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

13.11 Severability. 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.

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Consultant's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's proposal (if any), the Exhibits shall control.

13.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

14. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Nancy D. Young
Title: Mayor

Date: _____

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

Leticia Ramirez, City Attorney

Consultant

CSG Consultants, Inc.

By: Cyrus Kianpour
Title: President

Date: 2/10/21

Federal Employer Tax ID No. 91-2053749

By: Nourdin Khayata
Title: Secretary

Date: 2/10/21

Exhibits:

- A Scope of Work, including personnel and time of performance (See Agreement sections 1 and 2.)
- B Compensation (See Agreement section 3.)

EXHIBIT A

SCOPE OF WORK

Task 1 – Project Management:

This task will include attendance at four (4) virtual meetings, including the kickoff, pavement treatment selection review, 65% review and 100% review meetings. Preparing meeting agendas and meeting minutes are part of this task. Preparation of a detailed project design schedule and preparing updates as the project progresses are also part of this task. The Consultant's Quality Assurance / Quality Control (QA/QC) process is also included. The QA/QC process is detailed earlier in this proposal.

During the project kickoff meeting the Consultant will work with the City to establish common goals and priorities for the project. Many of the proposed streets are in residential areas.

The goals and level of acceptable disruption to residents and stakeholders will then form the basis of discussion with City Staff.

Deliverables:

- Meeting agenda and meeting minutes
- Design Schedule and updates
- QA/QC documentation

Task 2 –Other Coordination

Consultant to coordinate with stakeholders and parties affected such as City staff, sub consultants, utility companies and Caltrans (If required). This task will support many of the other tasks including Project Management and Research and Design.

Task 3 –Research and Design

For this task the Consultant will acquire as-builts from the City for the street sections and all city-owned utilities. The Consultant will request record maps from all private utility companies, PG&E, Division of Water and Wastewater, AT&T, AT&T Broadband, Comcast, Etc. Surface features of all utilities that may be affected by the resurfacing activities (manholes, water valves, monuments, etc.) will be field located and shown on the improvement plans to assist the contractor and inspector in verifying that all street iron has been uncovered after resurfacing work is completed.

Field surveys will be conducted to establish the project horizontal and vertical survey control as needed to perform field surveys. Survey control will be based upon the City of Tracy's horizontal and vertical survey control network as shown on Record of Survey 36 at Page 118 (San Joaquin County Records).

Detailed topographic field surveys will be limited to the immediate areas of curb return ramps and crosswalks designated for replacement. The location of the surveying and mapping covered by this Scope of Services is shown on the attached Planning Exhibit; the surveying and mapping limits are shown in yellow hatch.

The following three intersection locations and sidewalk ramps are planned for surveying and mapping.

- 1) Corral Hollow Road at Lowell Avenue, all 4 corners – ramps and signal poles/push buttons for ADA compliance.
- 2) Lincoln Boulevard at Lowell Avenue, all 4 corners – ramps and signal poles/push buttons for ADA compliance.
- 3) Lincoln Boulevard at 11th Street, 2 corners/North side of intersection – ramps and signal poles/push buttons for ADA compliance.

Below is a more detailed description of the information to be included in the survey.

1) General Curb and Crosswalk

- The survey limits will extend at least 50' from curb returns in all directions.
- All visible surface facilities to include utility covers/lids, pull boxes, traffic signal poles, cabinets, signs, drain inlets, trees (with diameters approximately 4.5' from base), light poles, fences, walls, manholes, valves, monuments, traffic loops, etc.
- Utility USA markings, if available at the time of survey.
- All traffic markings at crosswalks to include lane/limit lines, centerlines, striping, etc.
- Inverts of accessible storm drain, direction of incoming and outgoing pipes, and depth of invert (mains and laterals).

2) Requirement for intersections:

- Within 50' from extension of curb return (applies to both concrete and pavement area)
- Lip of gutter, flowline, top of curb, back of sidewalk, and curb ramp at the concrete joint or 10' max spacing, and up to the City right of way or 5' minimum behind the back of sidewalk.
- Pavement shots in front of the curb ramp and crosswalk at 5' maximum spacing.
- All pull boxes and vaults shall be shot at the corners; All poles shall be shot at the center of pole with diameter indicated.

Final topography mapping will show contours, visible surface features, and spot elevations within the mapping limits. Mapping will be prepared at a horizontal scale of 1"=20' with 1' contours.

As an optional service, the following can be performed:

- Field Surveys: Perform field surveys to locate existing boundary and/or right of way monuments based on records research. The monuments will be referenced to the project survey control and base mapping.
- Pre-Construction Monument Preservation Record of Survey: To comply with section 8771(b) of the California Professional Land Surveyors' Act, the subconsultant KSN will file a pre-construction monument preservation Record of Survey. The monuments located as part of this task will be tied to the project's horizontal survey control system. The sub consultant KSN will then submit and process the pre-construction record of survey through the San Joaquin County Surveyors Office.

The subconsultant BSK Associates will perform a series of pavement coring and investigation tests along the areas preliminarily identified to receive an overlay treatment to determine the structural adequacy of the existing pavement and determine alternative treatment methods for evaluation by the Consultant and the City. The Consultant will perform site visits, visually assess pavement condition, and identify areas that need to receive digout repairs. The digout areas will be marked in the field with paint, summarized in a table and shown on the improvement plans.

Existing curb ramps will be evaluated for conformance with current requirements and they will be identified for either upgrade or replacement, as appropriate. If deficiencies in the adjacent sidewalk or

curbs are found, they will be noted and brought to the City's attention for determination which should be included in the contract documents.

After the utility locating effort is complete the Consultant will perform a topographic survey, focusing on ADA curb ramps where a detailed design of the ramps is required.

Cost Estimate Scenarios

The Consultant will prepare preliminary cost estimates for potential treatments methods to assess the financial viability components of the project measured against the City's allocated budgets.

A meeting will be held with City staff to discuss results from the Pavement Treatment Investigations and the Cost Scenario Estimates.

Deliverables:

- Cost Estimate Scenarios
- Treatment Selection Report

Task 4 –Construction Documents

The Consultant will review the results of their field observations of pavement condition and the results of the PEI testing and provide the City with a summary of resurfacing recommendations, by street segment. Once the recommendations have been finalized and the proper course of resurfacing agreed to, they will provide the foundation for the preparation of the improvement plans.

The Consultant's team to perform complete topo survey for the 40 ADA ramps including topo of curb, flow line of gutter, back of sidewalk, AC pavement conform, AC pavement approach to ramp, and sidewalk extension at least 15' from anticipated new ramp location. Topo to be collected for the 6 Streets proposed to receive pavement treatments and minimal topo as needed to delineate conforms and street slopes. If drainage issues are identified prior to surveying, low points and flow line slopes will be identified by survey topo. General street topo for pavement treatment is not intended to be a comprehensive topo survey of the entire area.

The topographic field survey and map for the Basic ADA Ramp project will include: establishing a GPS-Derived project Benchmark, the setting of at least two semi-permanent control points at or near the Ramp areas. The survey will include the location of Curb/Gutter/Lip, Limits and features of the existing concrete ramps and the connecting sidewalks, ground features and grade breaks; AC/roadway features along conform lines in the street and at sidewalk locations down the returns; lane and crosswalk striping, catch basin w/ invert elevations (as possible), Visible pertinent utilities found within the Survey Limits of the Ramp Sites to include manholes, water valves, hydrants, meters; signs; poles, anchors, streetlights and other pertinent improvements at and around the subject ADA Ramps.

Improvement plans will be prepared on a photographic background at a scale of 1"=20', using Google Earth images as a base. Where appropriate, adjacent buildings will be identified to aid in field orienting the plans to the site. Utility surface features (street iron) will be shown and digout repairs will be identified with a numbered symbol which will relate to a numbered table identifying digout depth and dimensions. Limits and types of resurfacing treatments will be shown as well as locations and limits of ramp and other concrete work.

Project specifications will be prepared using City supplied front end documents and the technical specifications will be in City format.

The opinion of probable construction cost (cost estimate) will be prepared following the format and organization that will be included in the project bid list.

The **60% design submittal** will include all the pavement repair and resurfacing work to be included, the replacement striping layout, and the location and type of ramp and other concrete repairs. Traffic control plans will be developed in sufficient detail to provide to Caltrans for review and comment. The submittal package will be provided to the City, for review and comment.

A design review meeting to review the City's comments and any refinements in direction will be scheduled as soon as the City completes its review. The City notes in the RFP that three weeks should be allowed for City Review, however, given the compressed schedule of the project, expediting the review process would be very beneficial to the project.

The **90% design submittal** will include all the pavement repair and resurfacing work to be included, the replacement striping layout, and the location and type of ramp and other concrete repairs. Traffic control plans will be developed in sufficient detail to provide to Caltrans for review and comment. The submittal package will be provided to the City and Caltrans (If necessary) for review and comment.

A design review meeting to review the City's comments and any refinements in direction will be scheduled as soon as the City completes its review. The City notes in the RFP that three weeks should be allowed for City Review, however, given the compressed schedule of the project, expediting the review process would be very beneficial to the project.

The **100% design submittal** will include all details required to make a complete bid package, with an emphasis on completeness, clarity of presentation, and elimination of ambiguity in the presentation of the intended work.

A design review meeting will review any additional comments from the City. The Consultant and City staff will resolve any variations between the design as presented and the review comments and the Consultant will incorporate them into the final design package.

The **Final Design Submittal** will incorporate all comments received from the City. The final package will include wet-signed plans and specifications camera ready for reproduction by the City for bidding.

Deliverables:

- 60% Design Submittal
- 90% Design Submittal
- 100% Design Submittal
- Final PS&E
- Final Plans in AutoCAD and pdf format
- Specifications in Word and pdf format
- Cost Estimate in excel and pdf format
- Two copies of wet-signed plans and specifications

ADA Ramp Design Fee (Add or Deduct)

The Consultant is well qualified and has significant relevant experience inspecting ADA ramps for compliance and designing compliant ADA ramps. The Consultant will obtain an accurate topo survey of the ramp vicinity and have relevant experience to determine the most feasible and cost-effective design. The Consultant can add or subtract from the estimated total number of ramps (currently estimated at 40 ramps for the project) for the fee shown in the project Resource Allocation Estimate attached.

Task 5 –Bid Period Services

The Consultant will participate in the prebid meeting, prepare responses to bidder's questions and assist with preparation of addenda, if required. The Consultant will evaluate any alternative materials requests from bidders and provide support in evaluation of bids. The Consultant will prepare a conformed set of plans and specifications incorporating all, if any, changes documented through the addenda process.

The Consultant will assist the City in evaluating the bids received, providing input as to any observable irregularities or unbalanced bids.

The Consultant Design team will provide support for the following activities during the construction phase, supplementing the efforts of the construction team, including:

Attend Pre-Construction Meeting

The Consultant will attend the pre-construction meeting.

Attend Construction Progress Meetings

The Consultant design team will attend progress meetings, as required, to resolve design related issues.

Site Visits

Three site visits during construction have been budgeted to discuss possible design revisions that may be required due to unexpected site conditions, revise the design as required, inspect construction progress and assist the City in assembling the punch list.

Review Submittals

Contractor submittals that are forwarded from the inspection team will be reviewed for conformance with design intent and contractor documents.

Prepare Record Drawings

The Consultant will prepare Project Record Drawings following completion of the project construction.

Deliverables:

- Clarifications to bidder's question
- Conformed set of plans and specifications and pdf formats
- Meeting Minutes
- Plan Revisions
- Record Drawings in Mylar

Assumptions:

- Existing ADA ramps with tactile surfaces are not included for replacement in the scope of this project.
- Potholing is not included in this scope and can be performed as additional services.
- Pavement testing will be limited to coring samples, base layer assessment, R Value analysis and visual assessment.
- Deflection testing is not included as part of the base scope and can be performed as additional services

KEY PERSONNEL

- Michael Fisher, PE, QSD/P, Project Manager
- Tom Ruark, PE, QA/QC Review
- David Seto, PE, Civil Design Lead
- Merrill Buck, PE, Pavement Analysis and Constructability Review
- Cristiano Melo, -PE, GE – Geotechnical Services Manager (BSK)
- Kris Nehmer, PLS – Survey Manager (KSN)

PROJECT SCHEDULE

The Consultant will complete this project in accordance with the schedule shown on the following page.

City of Tracy
Proposal for Pavement Rehabilitation FY 20/21
Prepared by CSG Consultants (updated 1/23/2021)

ID	Task Name	Duration	Start	Finish	Notes
1	Notice to Proceed/Notice to Proceed Meeting (7/12/2018)	1 day	Tue 7/12/21	Tue 7/12/21	100%
2	Construction Documents	120 days	Tue 7/12/21	Fri 11/02/21	100%
3	Preliminary Engineering	60 days	Tue 7/12/21	Fri 6/25/21	100%
4	Map Research	4 days	Tue 7/12/21	Fri 3/18/21	100%
5	Field Assessments	7 days	Tue 7/12/21	Wed 3/23/21	100%
6	Topographic Survey	14 days	Tue 7/12/21	Fri 4/02/21	100%
7	Block Mapping	7 days	Tue 7/12/21	Fri 4/02/21	100%
8	Complete Treatment Selection Report	30 days	Mon 4/26/21	Fri 5/14/21	100%
9	City Review & Acknowledge	40 days	Mon 5/17/21	Fri 5/28/21	100%
10	80% Design	60 days	Mon 5/24/21	Fri 6/11/21	100%
11	Develop 80% PS&E	7 days	Mon 5/24/21	Fri 5/28/21	100%
12	Internal Q&A/QC	5 days	Mon 5/24/21	Fri 5/28/21	100%
13	Client 80% PS&E	3 days	Fri 5/28/21	Fri 5/28/21	100%
14	City Review	10 days	Mon 5/28/21	Fri 6/04/21	100%
15	Comment Review Meeting	3 days	Fri 6/04/21	Fri 6/04/21	100%
16	80% Design	20 days	Mon 6/07/21	Fri 6/11/21	100%
17	Develop 80% PS&E	18 days	Mon 5/24/21	Wed 5/28/21	100%
18	Internal Q&A/QC	2 days	Tue 5/24/21	Fri 5/28/21	100%
19	Client 80% PS&E	1 day	Fri 5/28/21	Fri 5/28/21	100%
20	City Review	10 days	Mon 5/28/21	Fri 6/04/21	100%
21	Comment Review Meeting	3 days	Fri 6/04/21	Fri 6/04/21	100%
22	100% Design	26 days	Mon 6/07/21	Fri 6/11/21	100%
23	Develop 100% PS&E	3 days	Mon 5/24/21	Wed 5/28/21	100%
24	Internal Q&A/QC	2 days	Tue 5/24/21	Fri 5/28/21	100%
25	Client 100% PS&E	1 day	Fri 5/28/21	Fri 5/28/21	100%
26	City Review / Final Construction	10 days	Mon 5/28/21	Fri 6/04/21	100%
27	Prepare Final Bid Documents	1 day	Mon 6/04/21	Fri 6/04/21	100%
28	Submit Final Bid Documents	1 day	Fri 6/04/21	Fri 6/04/21	100%
29	Agencies/Board/Project	60 days	Mon 5/24/21	Fri 6/11/21	100%
30	Final Agency Award	3 days	Mon 5/24/21	Fri 5/28/21	100%
31	Construction	24 days	Mon 5/24/21	Fri 6/11/21	100%
32	Project Meeting	1 day	Mon 5/24/21	Fri 6/11/21	100%
33	Coordinate Schedule and Review	10 days	Mon 5/24/21	Fri 6/11/21	100%
34	Final Completion	60 days	Mon 5/24/21	Fri 6/11/21	100%

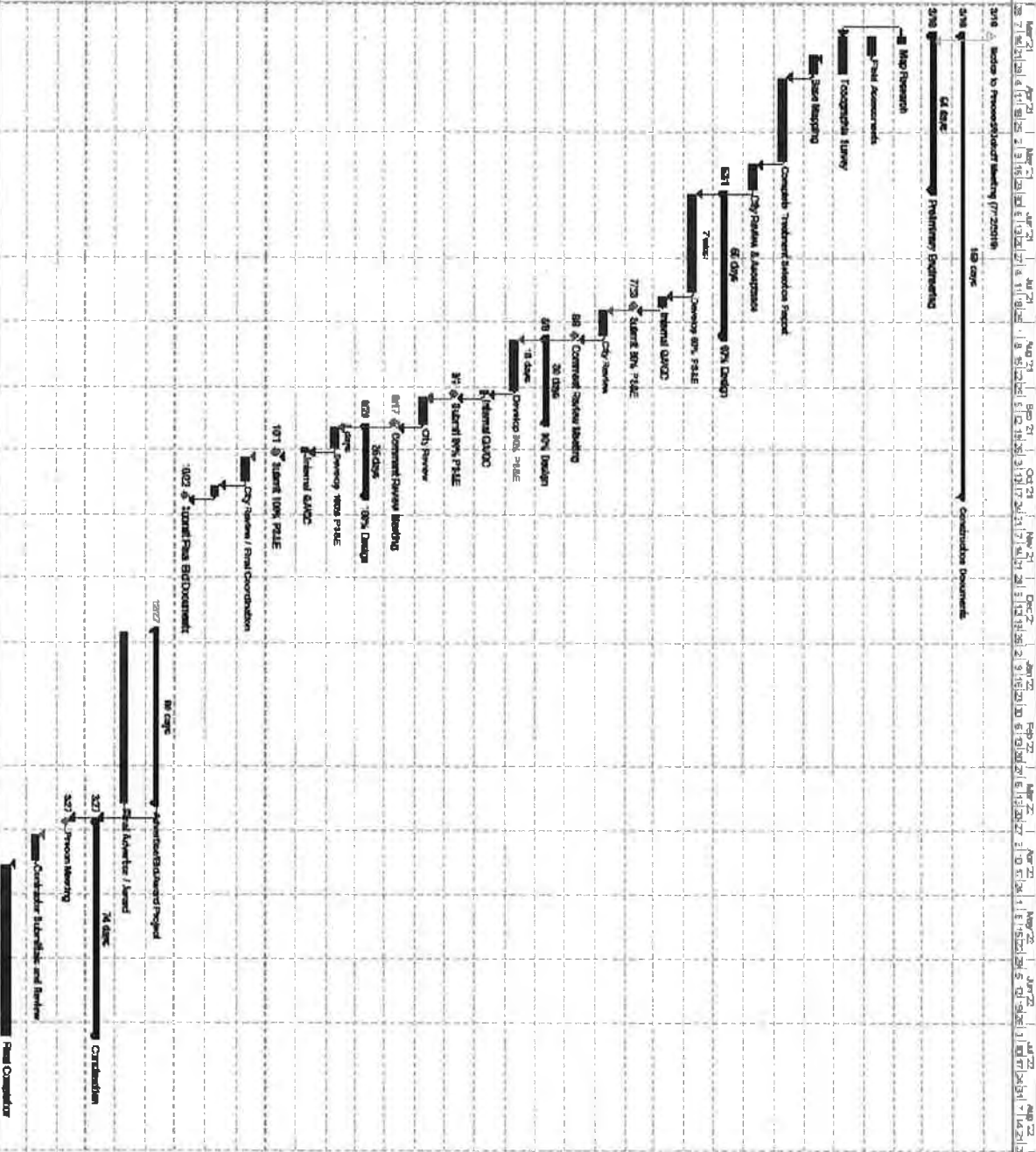


EXHIBIT B - Compensation[illegible]

RESOLUTION 2021-_____

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CSG CONSULTANTS, INC., OF PLEASANTON, CALIFORNIA, FOR A NOT-TO-EXCEED AMOUNT OF \$206,615 TO PROVIDE PROFESSIONAL ENGINEERING DESIGN SERVICES, THAT INCLUDES THE PREPARATION OF CONSTRUCTION DOCUMENTS SUCH AS PLANS, SPECIFICATIONS AND COST ESTIMATES, FOR THE PAVEMENT REHABILITATION PROJECT FY 20-21, CIP 73178

WHEREAS, CIP 73178 is the Street Patch and Overlay Program for FY 21, which is the annual pavement maintenance program in the approved budget, and

WHEREAS, In accordance with this program, the City proposes to perform pavement rehabilitation of Lowell Avenue, between Orchard Parkway and Tracy Boulevard, and Lincoln Boulevard between Lowell Avenue and 11th Street, under the project title Pavement Rehabilitation Project, FY 20-21, CIP 73178, and

WHEREAS, These street segments have a low pavement condition index (PCI) based on the Pavement Management Program, and are ideal candidates for performing pavement rehabilitation, and

WHEREAS, Proposed improvements will consist of the pavement rehabilitation of the street segments, ADA curb ramp upgrades, sidewalk repair, curb and gutter repair, tree removal and/or tree root trimming, traffic signal loop installation, adjustment of monuments and utility covers to grade, and striping and signage installation, and

WHEREAS, On October 5, 2020, the City issued a Request for Proposals (RFP) for the design services, which includes the preparation of construction documents, including plans, specification and cost estimates, for the Pavement Rehabilitation Project, FY 20-21, and

WHEREAS, On November 10, 2020, the City received a total of eight (8) proposals, and

WHEREAS, The City ranked the proposals received and determined that from the proposals received, CSG Consultants, Inc. scored the highest rank, and

WHEREAS, Staff negotiated with CSG Consultants, Inc. to provide engineering design services for this Project on a time and material basis, for an amount not-to-exceed \$206,615, which is reasonable and competitive, and

WHEREAS, There is sufficient funds in the CIP 73178 to award this Project for design services;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves a Professional Services Agreement with CSG Consultants, Inc., of Pleasanton, California, for a not-to-exceed amount of \$206,615 to provide professional engineering design services, that includes the preparation of construction documents such as plans, specifications and cost estimates, for the Pavement Rehabilitation Project, CIP 73178.

* * * * *

The foregoing Resolution 2021-_____ was passed and adopted by the Tracy City Council on the 16nd day of March 2021, 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

DECLARE CERTAIN VEHICLES, EQUIPMENT AND COMMODITIES AS SURPLUS AND APPROVE THEIR SALE

EXECUTIVE SUMMARY

The City periodically declares equipment and commodities that have been used beyond their economical and/or useful life as surplus for sale at public auction. This request seeks authorization to declare and approve the list of surplus equipment and commodities and authorize the sale of these items at public auction to the highest bidder.

DISCUSSION

The Public Works Department is responsible for managing most of the City's vehicle and equipment fleet. This includes the responsibility of determining items that have been used beyond their economical and/or useful life and are no longer needed by the City. These items are removed from service and are declared as surplus property.

The disposal of surplus equipment and commodities or other property no longer needed by any department of the City is governed by Section 2.20.310 of the Tracy Municipal Code which identifies the method of disposition of surplus property. Per T.M.C., surplus items are sold at public auction to the highest bidder. Items which are not sold at public auction will be reviewed for value, and if appropriate, sold for scrap value.

STRATEGIC PLAN

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

FISCAL IMPACT

The proceeds from the sale of surplus property will be deposited in the appropriate City fund from which the property was originally purchased. The estimated value of this surplus property is \$35,000.

RECOMMENDATION

That the City Council, by resolution, declare and approve the list of surplus equipment and commodities, and authorize the sale of said items at public auction to the highest bidder.

Prepared by: Frank Desousa, Fleet Supervisor

Reviewed by: Robert Gravelle, Public Works Superintendent
Don Scholl, Public Works Director
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager

Approved by: Jennifer D. Haruyama, City Manager

Attachment A: Surplus Vehicles and Equipment List

ATTACHMENT "A"

SURPLUS VEHICLES AND EQUIPMENT 03/16/2020

<u>ASSET ID</u>	<u>REPLACED BY ASSET</u>	<u>EQUIPMENT DESCRIPTION</u>	<u>VIN/SERIAL NUMBER</u>
2046	2626	2001 BIG-TEX TILT TRAILER	16VFX182611H41077
2049	2627	2001 BIG-TEX TILT TRAILER	16VAX121111C41080
2069	2607	2002 FORD F250 SUPER DUTY	1FTNX20LX2EC58734
2178	2608	2006 FORD EXPLORER	1FMEU72E56UA81232
2223	2631	2007 FORD F550 AERIAL LIFT	1FDAF56P77EA86999
2229	2630	2007 FORD F250 SUPER DUTY	1FDSX20547EB28200
2253	2609	2008 FORD EXPEDITION	1FMFU16538LA19526
2333	2612	2011 FORD F150	1FTFX1CF8BFA08102
2386	5446	2014 CHEVROLET CAPRICE INTERCEPTOR	6G3NS5U29EL943344
2389	5447	2014 CHEVROLET CAPRICE INTERCEPTOR	6G3NS5U22EL943315
2547	2629	2018 WANCO MESSAGE BOARD	5F12S1019J1003805
2590	2628	2018 WANCO MESSAGE BOARD	5F12S101XK1005090
9610	2622	1993 WELLS CARGO TRAILER	1WC200D10P4014590
9718	2623	1997 CHAMPION TRAILER	1C9F0182XVC628377
9904	2624	1999 PACE AMERICA TRAILER	4P2FB1217XU013785

Miscellaneous Items

<u>EQ DESCRIPTION</u>	<u>VIN/SERIAL NUMBER</u>
One (1) Delta Band saw	71-4362
One (1) Trailer mounted pump (inoperative)	No serial or asset ID
One (1) Pallet of obsolete parts:	
• 20 Chipper blades (Brush Bandit 100-200 series)	
• 1 Parker hydraulic motor (MZG2AB208S2V)	
• 1 Donaldson air filter P778972	
• 1 Donaldson air filter P780012	
• Miscellaneous Hamm roller (Model HD-12) switches	
• 1 Fleet-guard air filter AH1185	
• 1 Wix filter 42291	
• Box of miscellaneous grinding wheels and welding supplies	
Three (3) Portable air craft hangars	No serial or asset ID
One (1) Verti-Drain aerator (inoperative)	City ID 20172369
Six (6) Sony 3 CCD cameras:	
• Model BRC-300	114727
• Model BRC-300	119964
• Model BRC-300	114728
• Model BRC-300	114718
• Model BRC-300	120052
• Model BRC-300	114705

One (1) 2000 double wide trailer 24'x60'	26823-1 26523-2
One (1) 1984 double wide trailer 19'x40'	10527 10528
One (1) 1984 triple wide trailer 35'x60'	030094-1 030094-2 030094-3
One (1) 1975 triple wide trailer 35'x60'	613 620 621

RESOLUTION _____

DECLARING CERTAIN VEHICLES, EQUIPMENT AND COMMODITIES AS SURPLUS AND
APPROVING THEIR SALE

WHEREAS, The City periodically declares equipment and commodities that have been used beyond their economical and/or useful life as surplus property, and

WHEREAS, The disposal of surplus equipment and commodities or other property no longer needed by a department in the City is governed by Section 2.20.310 of the Tracy Municipal Code which identifies the method of disposition of surplus property, and

WHEREAS, The listed surplus items will be sold at public auction to the highest bidder. Items which are not sold at public auction will be reviewed for value, and if appropriate, sold for scrap value, and

WHEREAS, The proceeds from the sale of the surplus property will be deposited in the appropriate City fund from which the property was originally purchased;

NOW, THEREFORE, BE IT RESOLVED, That the City Council declares and approves the list of vehicles, equipment and commodities attached to the staff report accompanying this resolution as surplus, and authorizes the sale of said items at public auction to the highest bidder and the remaining items to be sold for scrap value, if appropriate.

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the 16th day of March 2021, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.E

REQUEST

**ADOPT A RESOLUTION UPDATING THE MASTER SALARY SCHEDULE AND
AMENDING THE CITY'S POSITION CONTROL ROSTER**

EXECUTIVE SUMMARY

On February 2, 2021, the City previously approved classification changes, including new classification specifications and salary ranges for certain positions, and authorized amendments to the City's Classification Plan, Master Salary Schedule and Position Control Rosters to reflect these changes as part of the City-wide classification study.

The Public Employees' Retirement Law (PERL), requires the City Council to consider and approve any adjustments in pay rates/ranges or classification title changes for established positions by amending the master salary schedule.

DISCUSSION

In accordance with the City of Tracy Personnel Rule 3.1.4, Human Resources shall periodically review the City's Classification Plan and make amendments as necessary to reclassify, add positions or classifications or make other changes as necessary or appropriate to ensure that classifications are accurate. On February 2, 2021, the City Council approved by Resolution 2021-014, classification changes, including new classification specifications and salary ranges for certain positions, and authorized amendments to the City's Classification Plan, Master Salary Schedule and Position Control Rosters to reflect these changes. The changes became effective on February 14, 2021.

The Public Employees' Retirement Law governs the California Public Employees Retirement System (CalPERS) codified in Title 2 of the California Code of Regulations. Section 570.5 of the California Code of Regulations (CCR) requires City Council approve the rate of pay or classification titles in a publicly available pay schedule, referred to as the Master Employee Salary Schedule, for employees who are members of CalPERS. The City Council must consider and approve any adjustments in pay rates/ranges or classification title changes for established positions by amending the master salary schedule. Therefore, it is recommended to update the Master Employee Salary Schedule as amended, Attachment A.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Governance Strategic Priority, to enhance fiscal stability, retain and attract new talent, improve the use of technology and enhance transparency for the betterment of the Tracy community.

FISCAL IMPACT

Funding for the fiscal impacts resulting from classification changes will be absorbed in the department's current year operating budget.

RECOMMENDATION

The City Council, by resolution, authorizes the Human Resources Director to update the Master Salary Schedule to reflect the amended rates and forward the resolution to CalPERS per CCR Section 570.5.

Prepared by: Robert Harmon, Senior Accountant

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

Approved by: Jenny Haruyama, City Manager

ATTACHMENT

A - Master Salary Schedule

ATTACHMENT A

City of Tracy
Master Salary Schedule

Effective 03-16-2021

Class Code	Position Title	Unit	Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3106	Accountant*	TMMBU	A	3,225.70	6,989.02	83,868.20	40.3213
			B	3,386.98	7,338.46	88,061.48	42.3373
			C	3,556.33	7,705.39	92,464.58	44.4541
			D	3,734.14	8,090.64	97,087.64	46.6768
			E	3,920.84	8,495.16	101,941.84	49.0105
4112	Account Clerk	TTSSEA	A	2,051.65	4,445.25	53,342.90	25.6456
			B	2,154.24	4,667.52	56,010.24	26.9280
			C	2,261.95	4,900.90	58,810.70	28.2744
			D	2,375.05	5,145.95	61,751.30	29.6881
			E	2,493.81	5,403.26	64,839.06	31.1726
2520	Accounting Manager*	CONF	A	4,663.26	10,103.73	121,244.76	58.2908
			B	4,896.42	10,608.91	127,306.92	61.2053
			C	5,141.25	11,139.38	133,672.50	64.2656
			D	5,398.31	11,696.34	140,356.06	67.4789
			E	5,668.24	12,281.19	147,374.24	70.8530
4201	Accounting Technician	TTSSEA	A	2,523.14	5,466.81	65,601.64	31.5393
			B	2,649.31	5,740.18	68,882.06	33.1164
			C	2,781.76	6,027.15	72,325.76	34.7720
			D	2,920.86	6,328.53	75,942.36	36.5108
			E	3,066.91	6,644.98	79,739.66	38.3364
4102	Administrative Assistant	TTSSEA	A	2,042.58	4,425.59	53,107.08	25.5323
			B	2,144.70	4,646.85	55,762.20	26.8088
			C	2,251.94	4,879.21	58,550.44	28.1493
			D	2,364.53	5,123.15	61,477.78	29.5566
			E	2,482.75	5,379.30	64,551.50	31.0344
8102	Administrative Assistant -Confidential	CONF	A	2,093.23	4,535.34	54,423.98	26.1654
			B	2,197.88	4,762.08	57,144.88	27.4735
			C	2,307.78	5,000.19	60,002.28	28.8473
			D	2,423.17	5,250.21	63,002.42	30.2896
			E	2,544.33	5,512.72	66,152.58	31.8041
4107	Administrative Technician	TTSSEA	A	2,523.14	5,466.81	65,601.64	31.5393
			B	2,649.31	5,740.18	68,882.06	33.1164
			C	2,781.76	6,027.15	72,325.76	34.7720
			D	2,920.86	6,328.53	75,942.36	36.5108
			E	3,066.91	6,644.98	79,739.66	38.3364
3510	Airport Manager*	TMMBU	A	3,274.33	7,094.39	85,132.58	40.9291
			B	3,438.03	7,449.07	89,388.78	42.9754
			C	3,609.93	7,821.52	93,858.18	45.1241
			D	3,790.43	8,212.60	98,551.18	47.3804
			E	3,979.94	8,623.21	103,478.44	49.7493
5522	Animal Services Aide	TEAMSTERS	A	1,400.09	3,033.53	36,402.34	17.5011
			B	1,470.09	3,185.20	38,222.34	18.3761
			C	1,543.61	3,344.49	40,133.86	19.2951
			D	1,620.79	3,511.72	42,140.54	20.2599
			E	1,701.82	3,687.28	44,247.32	21.2728

ATTACHMENT A

City of Tracy Master Salary Schedule

Effective 03-16-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5521	Animal Services Officer I	TEAMSTERS	A		1,948.65	4,222.08	50,664.90	24.3581
			B		2,046.06	4,433.13	53,197.56	25.5758
			C		2,148.35	4,654.76	55,857.10	26.8544
			D		2,255.77	4,887.51	58,650.02	28.1971
			E		2,368.57	5,131.91	61,582.82	29.6071
5523	Animal Services Officer II	TEAMSTERS	A		2,139.45	4,635.48	55,625.70	26.7431
			B		2,246.42	4,867.25	58,406.92	28.0803
			C		2,358.75	5,110.63	61,327.50	29.4844
			D		2,476.68	5,366.14	64,393.68	30.9585
			E		2,600.53	5,634.49	67,613.78	32.5066
3620	Animal Services Manager*	TMMBU	A		3,517.33	7,620.89	91,450.58	32.5781
			B		3,693.20	8,001.94	96,023.20	34.2070
			C		3,877.86	8,402.03	100,824.36	35.9173
			D		4,071.75	8,822.13	105,865.50	37.7131
			E		4,275.34	9,263.24	111,158.84	39.5988
3621	Animal Services Supervisor	TMMBU NON EXEMPT	A		2,606.25	5,646.88	67,762.50	32.5781
			B		2,736.56	5,929.22	71,150.56	34.2070
			C		2,873.38	6,225.66	74,707.88	35.9173
			D		3,017.05	6,536.95	78,443.30	37.7131
			E		3,167.90	6,863.79	82,365.40	39.5988
2573	Assistant City Attorney*	CONF	A		5,936.54	12,862.51	154,350.04	74.2068
			B		6,233.36	13,505.62	162,067.36	77.9170
			C		6,545.03	14,180.90	170,170.78	81.8129
			D		6,872.28	14,889.94	178,679.28	85.9035
			E		7,215.88	15,634.41	187,612.88	90.1985
1502	Assistant City Manager*	DH	Min		8,647.26	18,735.74	224,828.82	108.0908
			Max		9,274.07	20,093.82	241,125.79	115.9259
2682	Assistant Director DES*	CONF	A		5,669.76	12,284.48	147,413.76	70.8720
			B		5,953.24	12,898.69	154,784.24	74.4155
			C		6,250.90	13,543.62	162,523.40	78.1363
			D		6,563.44	14,220.79	170,649.44	82.0430
			E		6,891.61	14,931.83	179,181.86	86.1451
2681	Assistant Director DES/City Engineer*	CONF	A		5,940.08	12,870.18	154,442.08	74.2510
			B		6,237.08	13,513.68	162,164.08	77.9635
			C		6,548.94	14,189.37	170,272.44	81.8618
			D		6,876.38	14,898.83	178,785.88	85.9548
			E		7,220.22	15,643.81	187,725.72	90.2528
3302	Assistant Engineer*	TMMBU	A		3,372.18	7,306.39	87,676.68	42.1523
			B		3,540.77	7,671.67	92,060.02	44.2596
			C		3,717.82	8,055.28	96,663.32	46.4728
			D		3,903.71	8,458.04	101,496.46	48.7964
			E		4,098.89	8,880.93	106,571.14	51.2361

ATTACHMENT A

City of Tracy
Master Salary Schedule

Effective 03-16-2021

Class			Semi-Mon	Bi-Weekly	Monthly		Hourly
Code	Position Title	Unit	Salary	Salary	Salary	Annual Salary	Rate
5232	Assistant Planner	TEAMSTERS	A	2,799.31	6,065.18	72,782.06	34.9914
			B	2,939.28	6,368.44	76,421.28	36.7410
			C	3,086.24	6,686.86	80,242.24	38.5780
			D	3,240.55	7,021.20	84,254.30	40.5069
			E	3,402.58	7,372.26	88,467.08	42.5323
2580	Assistant to the City Manager*	CONF	A	4,663.26	10,103.73	121,244.76	58.2908
			B	4,896.42	10,608.91	127,306.92	61.2053
			C	5,141.25	11,139.38	133,672.50	64.2656
			D	5,398.31	11,696.34	140,356.06	67.4789
			E	5,668.24	12,281.19	147,374.24	70.8530
3333	Associate Engineer*	TMMBU	A	3,788.30	8,207.99	98,495.80	47.3538
			B	3,977.70	8,618.35	103,420.20	49.7213
			C	4,176.60	9,049.30	108,591.60	52.2075
			D	4,385.42	9,501.75	114,020.92	54.8178
			E	4,604.69	9,976.83	119,721.94	57.5586
3303	Associate Civil Engineer*	TMMBU	A	3,788.30	8,207.99	98,495.80	47.3538
			B	3,977.70	8,618.35	103,420.20	49.7213
			C	4,176.60	9,049.30	108,591.60	52.2075
			D	4,385.42	9,501.75	114,020.92	54.8178
			E	4,604.69	9,976.83	119,721.94	57.5586
3202	Associate Planner*	TMMBU	A	3,205.96	6,946.25	83,354.96	40.0745
			B	3,366.25	7,293.55	87,522.50	42.0781
			C	3,534.56	7,658.22	91,898.56	44.1820
			D	3,711.29	8,041.13	96,493.54	46.3911
			E	3,896.87	8,443.22	101,318.62	48.7109
4451	Box Office Assistant	TTSSEA	A	1,839.75	3,986.13	47,833.50	22.9969
			B	1,931.75	4,185.46	50,225.50	24.1469
			C	2,028.33	4,394.72	52,736.58	25.3541
			D	2,129.74	4,614.44	55,373.24	26.6218
			E	2,236.25	4,845.21	58,142.50	27.9531
4455	Box Office Coordinator	TTSSEA	A	2,432.34	5,270.07	63,240.84	30.4043
			B	2,553.97	5,533.61	66,403.22	31.9246
			C	2,681.66	5,810.27	69,723.16	33.5208
			D	2,815.74	6,100.77	73,209.24	35.1968
			E	2,956.52	6,405.80	76,869.52	36.9565
3104	Budget Officer*	CONF	A	4,307.62	9,333.18	111,998.12	53.8453
			B	4,523.00	9,799.84	117,598.00	56.5375
			C	4,749.15	10,289.83	123,477.90	59.3644
			D	4,986.61	10,804.33	129,651.86	62.3326
			E	5,235.95	11,344.56	136,134.70	65.4494
5211	Building Inspector I	TEAMSTERS	A	2,512.10	5,442.89	65,314.60	31.4013
			B	2,637.70	5,715.02	68,580.20	32.9713
			C	2,769.58	6,000.76	72,009.08	34.6198
			D	2,908.07	6,300.82	75,609.82	36.3509
			E	3,053.47	6,615.86	79,390.22	38.1684

ATTACHMENT A

City of Tracy
Master Salary Schedule

Effective 03-16-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5212	Building Inspector II	TEAMSTERS	A		3,208.36	6,951.45	83,417.36	40.1045
			B		3,368.79	7,299.05	87,588.54	42.1099
			C		3,537.21	7,663.96	91,967.46	44.2151
			D		3,714.08	8,047.18	96,566.08	46.4260
			E		3,899.77	8,449.51	101,394.02	48.7471
5320	Building Maintenance Worker I	TEAMSTERS	A		2,132.13	4,619.62	55,435.45	26.6517
			B		2,238.74	4,850.61	58,207.28	27.9842
			C		2,350.68	5,093.14	61,117.68	29.3835
			D		2,468.21	5,347.80	64,173.56	30.8527
			E		2,591.63	5,615.20	67,382.34	32.3954
5321	Building Maintenance Worker II	TEAMSTERS	A		2,244.35	4,862.76	58,353.10	28.0544
			B		2,356.57	5,105.91	61,270.82	29.4571
			C		2,474.40	5,361.20	64,334.40	30.9300
			D		2,598.12	5,629.26	67,551.12	32.4765
			E		2,728.03	5,910.74	70,928.78	34.1004
3341	Building Official*	TMMBU	A		4,859.50	10,528.92	126,347.00	60.7438
			B		5,102.47	11,055.36	132,664.22	63.7809
			C		5,357.60	11,608.14	139,297.60	66.9700
			D		5,625.48	12,188.54	146,262.48	70.3185
			E		5,906.76	12,797.98	153,575.76	73.8345
4501	Building Permit Technician I	TTSSEA	A		2,329.66	5,047.60	60,571.17	29.1208
			B		2,446.16	5,300.01	63,600.08	30.5770
			C		2,568.45	5,564.99	66,779.78	32.1056
			D		2,696.88	5,843.25	70,118.98	33.7111
			E		2,831.73	6,135.42	73,624.99	35.3967
4502	Building Permit Technician II	TTSSEA	A		2,452.27	5,313.26	63,759.12	30.6535
			B		2,574.90	5,578.96	66,947.45	32.1863
			C		2,703.64	5,857.89	70,294.51	33.7954
			D		2,838.83	6,150.79	73,809.45	35.4853
			E		2,980.77	6,458.34	77,499.99	37.2596
1506	City Attorney*	CONTRACT			9,000.00	19,500.00	234,000.00	112.5000
3110	City Clerk*	TMMBU	A		4,317.64	9,354.89	112,258.64	53.9705
			B		4,533.53	9,822.65	117,871.78	56.6691
			C		4,760.20	10,313.77	123,765.20	59.5025
			D		4,998.21	10,829.46	129,953.46	62.4776
			E		5,248.12	11,370.93	136,451.12	65.6015
1102	City Council Member*				432.00	936.00	11,232.00	
1501	City Manager*	CONTRACT			9,800.00	21,233.33	254,800.00	122.5000
1112	City Treasurer*				438.47	950.02	11,400.22	
9107	Clerical	LS	A					14.0000
			B					14.7000
			C					15.4300
			D					16.2100
			E					17.0200

ATTACHMENT A

City of Tracy
Master Salary Schedule

Effective 03-16-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3155	Code Compliance Analyst*	TMMBU	A		3,400.57	7,367.91	88,414.82	42.5071
			B		3,570.60	7,736.30	92,835.60	44.6325
			C		3,749.13	8,123.12	97,477.38	46.8641
			D		3,936.59	8,529.28	102,351.34	49.2074
			E		4,133.43	8,955.77	107,469.18	51.6679
5202	Code Enforcement Officer	TEAMSTERS	A		2,594.96	5,622.42	67,468.96	32.4370
			B		2,724.70	5,903.52	70,842.20	34.0588
			C		2,860.94	6,198.71	74,384.44	35.7618
			D		3,003.98	6,508.63	78,103.48	37.5498
			E		3,154.18	6,834.06	82,008.68	39.4273
3315	Community Preservation Manager*	TMMBU	A		3,788.30	8,207.99	98,495.80	47.3538
			B		3,977.70	8,618.35	103,420.20	49.7213
			C		4,176.60	9,049.30	108,591.60	52.2075
			D		4,385.42	9,501.75	114,020.92	54.8178
			E		4,604.69	9,976.83	119,721.94	57.5586
5513	Community Services Officer	TEAMSTERS	A		2,265.89	4,909.43	58,913.14	28.3236
			B		2,379.19	5,154.92	61,858.94	29.7399
			C		2,498.13	5,412.62	64,951.38	31.2266
			D		2,623.05	5,683.28	68,199.30	32.7881
			E		2,754.21	5,967.46	71,609.46	34.4276
5222	Construction Inspector I	TEAMSTERS	A		2,911.99	6,309.32	75,711.74	36.3999
			B		3,057.61	6,624.83	79,497.86	38.2201
			C		3,210.48	6,956.04	83,472.48	40.1310
			D		3,371.00	7,303.84	87,646.00	42.1375
			E		3,539.57	7,669.07	92,028.82	44.2446
5223	Construction Inspector II	TEAMSTERS	A		3,057.43	6,624.44	79,493.18	38.2179
			B		3,210.29	6,955.63	83,467.54	40.1286
			C		3,370.81	7,303.43	87,641.06	42.1351
			D		3,539.37	7,668.64	92,023.62	44.2421
			E		3,716.33	8,052.05	96,624.58	46.4541
4605	Crime Analyst	TTSSEA	A		2,752.79	5,964.38	71,572.54	34.4099
			B		2,890.43	6,262.60	75,151.18	36.1304
			C		3,034.96	6,575.75	78,908.96	37.9370
			D		3,186.71	6,904.54	82,854.46	39.8339
			E		3,346.03	7,249.74	86,996.78	41.8254
5514	Crime Prevention Specialist	TEAMSTERS	A		2,347.12	5,085.43	61,025.12	29.3390
			B		2,464.50	5,339.75	64,077.00	30.8063
			C		2,587.73	5,606.75	67,280.98	32.3466
			D		2,717.09	5,887.03	70,644.34	33.9636
			E		2,852.94	6,181.37	74,176.44	35.6618
5517	Crime Scene Technician	TEAMSTERS	A		2,541.92	5,507.50	66,089.92	31.7740
			B		2,669.00	5,782.84	69,394.00	33.3625
			C		2,802.46	6,072.00	72,863.96	35.0308
			D		2,942.58	6,375.59	76,507.08	36.7823
			E		3,089.72	6,694.40	80,332.72	38.6215

ATTACHMENT A

City of Tracy Master Salary Schedule

Effective 03-16-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3622	Crime Scene Property Unit Supervisor	TMMBU	A		2,666.55	5,777.53	69,330.30	33.3319
		Non-Exempt	B		2,799.87	6,066.39	72,796.62	34.9984
			C		2,939.85	6,369.68	76,436.10	36.7481
			D		3,086.84	6,688.16	80,257.84	38.5855
			E		3,241.18	7,022.56	84,270.68	40.5148
1108	Cultural Arts Commissioner			Stipend \$50.00 per meeting				
3162	Cultural Arts Division Manager*	TMMBU	A		4,550.42	9,859.25	118,310.92	56.8803
			B		4,777.94	10,352.21	124,226.44	59.7243
			C		5,016.84	10,869.82	130,437.84	62.7105
			D		5,267.67	11,413.29	136,959.42	65.8459
			E		5,531.05	11,983.95	143,807.30	69.1381
4459	Cultural Arts Program Coordinator	TTSSEA	A		2,432.34	5,270.07	63,240.84	30.4043
			B		2,553.97	5,533.61	66,403.22	31.9246
			C		2,681.66	5,810.27	69,723.16	33.5208
			D		2,815.74	6,100.77	73,209.24	35.1968
			E		2,956.52	6,405.80	76,869.52	36.9565
3524	Cultural Arts Supervisor*	TMMBU	A		3,517.33	7,620.89	91,450.58	43.9666
			B		3,693.20	8,001.94	96,023.20	46.1650
			C		3,877.86	8,402.03	100,824.36	48.4733
			D		4,071.75	8,822.13	105,865.50	50.8969
			E		4,275.34	9,263.24	111,158.84	53.4418
4461	Cultural Arts Technical Coordinator	TTSSEA	A		2,042.58	4,425.59	53,107.08	25.5323
			B		2,144.70	4,646.85	55,762.20	26.8088
			C		2,251.94	4,879.21	58,550.44	28.1493
			D		2,364.53	5,123.15	61,477.78	29.5566
			E		2,482.75	5,379.30	64,551.50	31.0344
3523	Cultural Arts Technical Supervisor*	TMMBU	A		2,919.91	6,326.48	75,917.66	36.4989
			B		3,065.92	6,642.83	79,713.92	38.3240
			C		3,219.21	6,974.96	83,699.46	40.2401
			D		3,380.17	7,323.71	87,884.42	42.2521
			E		3,549.19	7,689.92	92,278.94	44.3649
9552	D.A.R.E Officer	LS	A					35.3100
			B					37.0700
			C					38.9300
			D					40.8800
			E					42.9200
2571	Deputy City Attorney I*	CONF	A		4,660.93	10,098.69	121,184.18	58.2616
			B		4,893.98	10,603.63	127,243.48	61.1748
			C		5,138.68	11,133.81	133,605.68	64.2335
			D		5,395.62	11,690.51	140,286.12	67.4453
			E		5,665.39	12,275.02	147,300.14	70.8174
2572	Deputy City Attorney II*	CONF	A		5,127.03	11,108.57	133,302.78	64.0879
			B		5,383.39	11,664.02	139,968.14	67.2924
			C		5,652.56	12,247.22	146,966.56	70.6570
			D		5,935.19	12,859.58	154,314.94	74.1899
			E		6,231.94	13,502.54	162,030.44	77.8993

ATTACHMENT A

City of Tracy
Master Salary Schedule

Effective 03-16-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4116	Deputy City Clerk	TTSSEA	A		2,710.15	5,872.00	70,463.90	33.8769
			B		2,845.66	6,165.60	73,987.16	35.5708
			C		2,987.93	6,473.85	77,686.18	37.3491
			D		3,137.35	6,797.60	81,571.10	39.2169
			E		3,294.20	7,137.44	85,649.20	41.1775
1515	Director of Development Services *	DH	Min		6,937.39	15,031.02	180,372.19	86.7174
			Max		8,430.97	18,267.11	219,205.26	105.3871
1522	Director of Finance*	DH	Min		6,472.60	14,023.97	168,287.60	80.9075
			Max		7,861.15	17,032.50	204,389.89	98.2644
1518	Director of Human Resources*	DH	Min		6,472.60	14,023.97	168,287.60	80.9075
			Max		7,861.15	17,032.49	204,389.84	98.2644
1516	Director of Parks and Recreation*	DH	Min		6,472.60	14,023.96	168,287.50	80.9075
			Max		7,861.15	17,032.50	204,389.89	98.2644
1512	Director of Public Works*	DH	Min		6,472.60	14,023.96	168,287.50	80.9075
			Max		7,861.15	17,032.50	204,389.89	98.2644
1520	Director of Utilities*	DH	Min		6,937.39	15,031.02	180,372.19	86.7174
			Max		8,430.97	18,267.11	219,205.26	105.3871
2751	Division Fire Chief*	CONF	A		5,669.61	12,284.16	147,409.86	70.8701
			B		5,953.08	12,898.34	154,780.08	74.4135
			C		6,250.75	13,543.30	162,519.50	78.1344
			D		6,563.29	14,220.47	170,645.54	82.0411
			E		6,891.46	14,931.50	179,177.96	86.1433
3208	Economic Development Mgmt Analyst I*	TMMBU	A		2,957.10	6,407.05	76,884.60	36.9638
			B		3,104.94	6,727.37	80,728.44	38.8118
			C		3,260.19	7,063.75	84,764.94	40.7524
			D		3,423.19	7,416.92	89,002.94	42.7899
			E		3,594.36	7,787.78	93,453.36	44.9295
3209	Economic Development Mgmt Analyst II*	TMMBU	A		3,400.57	7,367.91	88,414.82	42.5071
			B		3,570.60	7,736.30	92,835.60	44.6325
			C		3,749.13	8,123.12	97,477.38	46.8641
			D		3,936.59	8,529.28	102,351.34	49.2074
			E		4,133.43	8,955.77	107,469.18	51.6679
3207	Economic Development Manager*	TMMBU	A		4,203.39	9,107.35	109,288.14	52.5424
			B		4,413.55	9,562.70	114,752.30	55.1694
			C		4,634.23	10,040.84	120,489.98	57.9279
			D		4,865.94	10,542.87	126,514.44	60.8243
			E		5,109.23	11,070.00	132,839.98	63.8654
5325	Electrician	TEAMSTERS	A		3,220.76	6,978.32	83,739.76	40.2595
			B		3,381.81	7,327.26	87,927.06	42.2726
			C		3,550.91	7,693.64	92,323.66	44.3864
			D		3,728.44	8,078.29	96,939.44	46.6055
			E		3,914.86	8,482.20	101,786.36	48.9358

ATTACHMENT A

City of Tracy Master Salary Schedule

Effective 03-16-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3711	Emergency Medical Services Manager*	TMMBU	A		3,787.56	8,206.38	98,476.56	47.3445
			B		3,976.93	8,616.69	103,400.18	49.7116
			C		4,175.78	9,047.53	108,570.28	52.1973
			D		4,384.58	9,499.93	113,999.08	54.8073
			E		4,603.79	9,974.88	119,698.54	57.5474
5221	Engineering Technician I	TEAMSTERS	A		2,563.42	5,554.08	66,648.92	32.0428
			B		2,691.58	5,831.76	69,981.08	33.6448
			C		2,826.16	6,123.35	73,480.16	35.3270
			D		2,967.47	6,429.52	77,154.22	37.0934
			E		3,115.85	6,751.01	81,012.10	38.9481
5225	Engineering Technician II	TEAMSTERS	A		2,691.59	5,831.78	69,981.34	33.6449
			B		2,826.17	6,123.37	73,480.42	35.3271
			C		2,967.49	6,429.57	77,154.74	37.0936
			D		3,115.88	6,751.08	81,012.88	38.9485
			E		3,271.64	7,088.56	85,062.64	40.8955
3412	Environmental Compliance Analyst	TMMBU Non-Exempt	A		2,957.10	6,407.05	76,884.60	36.9638
			B		3,104.94	6,727.37	80,728.44	38.8118
			C		3,260.19	7,063.75	84,764.94	40.7524
			D		3,423.19	7,416.92	89,002.94	42.7899
			E		3,594.36	7,787.78	93,453.36	44.9295
5424	Environmental Compliance Technician	TEAMSTERS	A		2,133.74	4,623.11	55,477.24	26.6718
			B		2,240.44	4,854.29	58,251.44	28.0055
			C		2,352.44	5,096.96	61,163.44	29.4055
			D		2,470.06	5,351.80	64,221.56	30.8758
			E		2,593.59	5,619.45	67,433.34	32.4199
5313	Equipment Mechanic I	TEAMSTERS	A		2,355.85	5,104.35	61,252.10	29.4481
			B		2,473.64	5,359.56	64,314.64	30.9205
			C		2,597.32	5,627.53	67,530.32	32.4665
			D		2,727.18	5,908.89	70,906.68	34.0898
			E		2,863.54	6,204.34	74,452.04	35.7943
5314	Equipment Mechanic II	TEAMSTERS	A		2,473.63	5,359.54	64,314.38	30.9204
			B		2,597.32	5,627.53	67,530.32	32.4665
			C		2,727.17	5,908.87	70,906.42	34.0896
			D		2,863.54	6,204.34	74,452.04	35.7943
			E		3,006.71	6,514.54	78,174.46	37.5839
4108	Executive Assistant	TTSSEA	A		2,484.71	5,383.54	64,602.46	31.0589
			B		2,608.94	5,652.71	67,832.44	32.6118
			C		2,739.39	5,935.35	71,224.14	34.2424
			D		2,876.37	6,232.14	74,785.62	35.9546
			E		3,020.18	6,543.73	78,524.68	37.7523
8108	Executive Assistant - Confidential	CONF	A		2,546.33	5,517.05	66,204.58	31.8291
			B		2,673.65	5,792.91	69,514.90	33.4206
			C		2,807.33	6,082.55	72,990.58	35.0916
			D		2,947.69	6,386.67	76,639.94	36.8461
			E		3,095.08	6,706.01	80,472.08	38.6885

ATTACHMENT A

City of Tracy Master Salary Schedule

Effective 03-16-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
2581	Executive Assistant to City Manager	CONF	A		2,908.08	6,300.84	75,610.08	36.3510
			B		3,053.48	6,615.88	79,390.48	38.1685
			C		3,206.15	6,946.66	83,359.90	40.0769
			D		3,366.47	7,294.02	87,528.22	42.0809
			E		3,534.78	7,658.69	91,904.28	44.1848
9635	Facility Attendant	LS	A					18.4800
			B					19.4000
			C					20.3700
			D					21.3900
			E					22.4600
3715	Fire Battalion Chief*	SCFCOA	A		4,731.38	10,251.33	123,015.88	42.2445
			B		4,967.93	10,763.85	129,166.18	44.3565
			C		5,216.33	11,302.05	135,624.58	46.5744
			D		5,477.15	11,867.16	142,405.90	48.9031
			E		5,751.01	12,460.53	149,526.26	51.3483
7105	Fire Captain	TFFA	A		3,600.44	7,800.96	93,611.44	32.1468
			B		3,780.58	8,191.26	98,295.08	33.7552
			C		3,969.49	8,600.57	103,206.74	35.4419
			D		4,167.96	9,030.58	108,366.96	37.2139
			E		4,376.36	9,482.12	113,785.36	39.0746
1514	Fire Chief*	DH	Min		6,937.39	15,031.02	180,372.19	86.7174
			Max		8,430.97	18,267.11	219,205.26	105.3871
7103	Fire Engineer	TFFA	A		3,168.79	6,865.72	82,388.54	28.2928
			B		3,327.20	7,208.94	86,507.20	29.7071
			C		3,493.58	7,569.43	90,833.08	31.1927
			D		3,668.26	7,947.90	95,374.76	32.7523
			E		3,851.68	8,345.31	100,143.68	34.3900
5213	Fire Inspector	TEAMSTERS	A		3,055.57	6,620.41	79,444.82	38.1946
			B		3,208.36	6,951.45	83,417.36	40.1045
			C		3,368.79	7,299.05	87,588.54	42.1099
			D		3,537.21	7,663.96	91,967.46	44.2151
			E		3,714.08	8,047.18	96,566.08	46.4260
2752	Fire Marshal*	CONF	A		4,980.03	10,790.07	129,480.78	62.2504
			B		5,229.02	11,329.55	135,954.52	65.3628
			C		5,490.48	11,896.04	142,752.48	68.6310
			D		5,765.01	12,490.86	149,890.26	72.0626
			E		6,053.25	13,115.38	157,384.50	75.6656
9563	Fire Reserve	LS	A					14.0000
								14.7000
								15.4300
								16.2100
								17.0200

ATTACHMENT A

City of Tracy
Master Salary Schedule

Effective 03-16-2021

Class Code	Position Title	Unit	Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
7102	Firefighter	TFFA	A	2,807.31	6,082.51	72,990.06	25.0653
			B	2,947.65	6,386.58	76,638.90	26.3183
			C	3,095.05	6,705.95	80,471.30	27.6344
			D	3,249.79	7,041.22	84,494.54	29.0160
			E	3,412.28	7,393.28	88,719.28	30.4668
				426.54	Paramedic Pay (per pay period)		
9565	Firefighter Trainee	LS	A	(70% OF STEP A, FIREFIGHTER)			24.5600
7108	Firefighter/Paramedic	TFFA	A	3,158.38	6,843.16	82,117.88	28.1998
			B	3,316.30	7,185.32	86,223.80	29.6098
			C	3,482.12	7,544.60	90,535.12	31.0904
			D	3,656.22	7,921.81	95,061.72	32.6448
			E	3,839.04	8,317.92	99,815.04	34.2771
3404	Fleet Supervisor*	TMMBU	A	3,274.33	7,094.39	85,132.58	40.9291
			B	3,438.03	7,449.07	89,388.78	42.9754
			C	3,609.93	7,821.52	93,858.18	45.1241
			D	3,790.43	8,212.60	98,551.18	47.3804
			E	3,979.94	8,623.21	103,478.44	49.7493
3120	GIS Analyst *	TMMBU	A	3,400.57	7,367.91	88,414.82	42.5071
			B	3,570.60	7,736.30	92,835.60	44.6325
			C	3,749.13	8,123.12	97,477.38	46.8641
			D	3,936.59	8,529.28	102,351.34	49.2074
			E	4,133.43	8,955.77	107,469.18	51.6679
4206	GIS Technician	TTSSEA	A	2,752.79	5,964.38	71,572.54	34.4099
			B	2,890.43	6,262.60	75,151.18	36.1304
			C	3,034.96	6,575.75	78,908.96	37.9370
			D	3,186.71	6,904.54	82,854.46	39.8339
			E	3,346.03	7,249.74	86,996.78	41.8254
2511	Human Resources Analyst I*	CONF	A	3,030.44	6,565.96	78,791.44	37.8805
			B	3,181.96	6,894.25	82,730.96	39.7745
			C	3,341.04	7,238.92	86,867.04	41.7630
			D	3,508.10	7,600.89	91,210.60	43.8513
			E	3,683.50	7,980.92	95,771.00	46.0438
2512	Human Resources Analyst II*	CONF	A	3,484.90	7,550.62	90,607.40	43.5613
			B	3,659.15	7,928.16	95,137.90	45.7394
			C	3,842.10	8,324.55	99,894.60	48.0263
			D	4,034.21	8,740.79	104,889.46	50.4276
			E	4,235.93	9,177.85	110,134.18	52.9491
2562	Human Resources Manager*	CONF	A	4,663.26	10,103.73	121,244.76	58.2908
			B	4,896.42	10,608.91	127,306.92	61.2053
			C	5,141.25	11,139.38	133,672.50	64.2656
			D	5,398.31	11,696.34	140,356.06	67.4789
			E	5,668.24	12,281.19	147,374.24	70.8530

ATTACHMENT A

City of Tracy
Master Salary Schedule

Effective 03-16-2021

Class			Semi-Mon	Bi-Weekly	Monthly		Hourly
Code	Position Title	Unit	Salary	Salary	Salary	Annual Salary	Rate
4301	Human Resources Technician	CONF		2,585.72	5,602.40	67,228.72	32.3215
			A				
			B	2,715.01	5,882.53	70,590.26	33.9376
			C	2,850.76	6,176.65	74,119.76	35.6345
			D	2,993.30	6,485.49	77,825.80	37.4163
			E	3,142.96	6,809.75	81,716.96	39.2870
4204	Information Systems Technician I	TTSSEA		2,393.74	5,186.44	62,237.24	29.9218
			A				
			B	2,513.43	5,445.77	65,349.18	31.4179
			C	2,639.11	5,718.08	68,616.86	32.9889
			D	2,771.06	6,003.97	72,047.56	34.6383
			E	2,909.61	6,304.16	75,649.86	36.3701
4205	Information Systems Technician II	TTSSEA		2,752.79	5,964.38	71,572.54	34.4099
			A				
			B	2,890.43	6,262.60	75,151.18	36.1304
			C	3,034.96	6,575.75	78,908.96	37.9370
			D	3,186.71	6,904.54	82,854.46	39.8339
			E	3,346.03	7,249.74	86,996.78	41.8254
2553	Information Technology Manager*	CONF		4,663.26	10,103.73	121,244.76	58.2908
			A				
			B	4,896.42	10,608.91	127,306.92	61.2053
			C	5,141.25	11,139.38	133,672.50	64.2656
			D	5,398.31	11,696.34	140,356.06	67.4789
			E	5,668.24	12,281.19	147,374.24	70.8530
3111	Information Technology Specialist*	TMMBU		3,303.36	7,157.28	85,887.36	41.2920
			A				
			B	3,468.54	7,515.17	90,182.04	43.3568
			C	3,641.96	7,890.92	94,690.96	45.5245
			D	3,824.05	8,285.45	99,425.30	47.8006
			E	4,015.25	8,699.71	104,396.50	50.1906
5413	Instrumentation Technician	TEAMSTERS		2,990.30	6,478.99	77,747.91	37.3788
			A				
			B	3,139.82	6,802.95	81,635.35	39.2478
			C	3,296.82	7,143.11	85,717.33	41.2102
			D	3,461.64	7,500.22	90,002.65	43.2705
			E	3,634.73	7,875.26	94,503.03	45.4342
9108	Intern-Generalist	LS					19.1800
			A				
			B				20.1400
			C				21.1500
			D				22.2000
			E				23.3100
5224	Junior Engineer	TEAMSTERS		2,960.33	6,414.05	76,968.58	37.0041
			A				
			B	3,108.34	6,734.74	80,816.84	38.8543
			C	3,263.75	7,071.46	84,857.50	40.7969
			D	3,426.94	7,425.04	89,100.44	42.8368
			E	3,598.29	7,796.30	93,555.54	44.9786
5423	Laboratory Quality Assurance Officer*	TMMBU		2,747.28	5,952.44	71,429.28	34.3410
			A				
			B	2,884.66	6,250.10	75,001.16	36.0583
			C	3,028.89	6,562.60	78,751.14	37.8611
			D	3,180.33	6,890.72	82,688.58	39.7541
			E	3,339.35	7,235.26	86,823.10	41.7419

ATTACHMENT A

City of Tracy Master Salary Schedule

Effective 03-16-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5421	Laboratory Technician I	TEAMSTERS	A		2,326.19	5,040.08	60,480.94	29.0774
			B		2,442.49	5,292.07	63,504.74	30.5311
			C		2,564.63	5,556.70	66,680.38	32.0579
			D		2,692.85	5,834.51	70,014.10	33.6606
			E		2,827.49	6,126.23	73,514.74	35.3436
5422	Laboratory Technician II	TEAMSTERS	A		2,431.11	5,267.41	63,208.86	30.3889
			B		2,552.66	5,530.77	66,369.16	31.9083
			C		2,680.30	5,807.32	69,687.80	33.5038
			D		2,814.31	6,097.68	73,172.06	35.1789
			E		2,955.02	6,402.55	76,830.52	36.9378
3508	Landscape Architect*	TMMBU	A		3,740.63	8,104.70	97,256.38	46.7579
			B		3,927.66	8,509.93	102,119.16	49.0958
			C		4,124.04	8,935.42	107,225.04	51.5505
			D		4,330.24	9,382.19	112,586.24	54.1280
			E		4,546.77	9,851.34	118,216.02	56.8346
4109	Legal Secretary	CONF	A		2,777.36	6,017.62	72,211.36	34.7170
			B		2,916.22	6,318.48	75,821.72	36.4528
			C		3,062.04	6,634.42	79,613.04	38.2755
			D		3,215.15	6,966.16	83,593.90	40.1894
			E		3,375.90	7,314.45	87,773.40	42.1988
9636	Lifeguard	LS	A					14.0000
			B					14.7000
			C					15.4300
			D					16.2100
			E					17.0200
9303	Maintenance Aide	LS	A					15.6800
			B					16.4600
			C					17.2900
			D					18.1500
			E					19.0600
5301	Maintenance Worker I	TEAMSTERS	A		1,733.98	3,756.96	45,083.48	21.6748
			B		1,820.69	3,944.83	47,337.94	22.7586
			C		1,911.72	4,142.06	49,704.72	23.8965
			D		2,007.30	4,349.15	52,189.80	25.0913
			E		2,107.67	4,566.62	54,799.42	26.3459
5303	Maintenance Worker II	TEAMSTERS	A		2,202.49	4,772.07	57,264.74	27.5311
			B		2,312.61	5,010.66	60,127.86	28.9076
			C		2,428.23	5,261.17	63,133.98	30.3529
			D		2,549.64	5,524.22	66,290.64	31.8705
			E		2,677.12	5,800.43	69,605.12	33.4640
3151	Management Analyst I*	TMMBU	A		2,957.10	6,407.05	76,884.60	36.9638
			B		3,104.94	6,727.37	80,728.44	38.8118
			C		3,260.19	7,063.75	84,764.94	40.7524
			D		3,423.19	7,416.92	89,002.94	42.7899
			E		3,594.36	7,787.78	93,453.36	44.9295

ATTACHMENT A

City of Tracy Master Salary Schedule

Effective 03-16-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3152	Management Analyst II*	TMMBU	A		3,400.57	7,367.91	88,414.82	42.5071
			B		3,570.60	7,736.30	92,835.60	44.6325
			C		3,749.13	8,123.12	97,477.38	46.8641
			D		3,936.59	8,529.28	102,351.34	49.2074
			E		4,133.43	8,955.77	107,469.18	51.6679
1101	Mayor*				478.15	1,036.00	12,432.00	
3527	Media Services Supervisor	TMMBU	A		2,919.91	6,326.48	75,917.66	36.4989
		Non-Exempt	B		3,065.92	6,642.83	79,713.92	38.3240
			C		3,219.21	6,974.96	83,699.46	40.2401
			D		3,380.17	7,323.71	87,884.42	42.2521
			E		3,549.19	7,689.92	92,278.94	44.3649
5531	Meter Reader	TEAMSTERS	A		1,502.47	3,255.36	39,064.22	18.7809
			B		1,577.58	3,418.09	41,017.08	19.7198
			C		1,656.47	3,589.02	43,068.22	20.7059
			D		1,739.28	3,768.44	45,221.28	21.7410
			E		1,826.25	3,956.88	47,482.50	22.8281
4105	Office Assistant	TTSSEA	A		1,672.50	3,623.75	43,485.00	20.9063
			B		1,756.12	3,804.93	45,659.12	21.9515
			C		1,843.93	3,995.19	47,942.18	23.0491
			D		1,936.14	4,194.97	50,339.64	24.2018
			E		2,032.94	4,404.71	52,856.44	25.4118
1107	Parks Commissioner			Stipend of \$50.00 per meeting				
3509	Parks Planning & Development Manager*	TMMBU	A		3,740.63	8,104.70	97,256.38	46.7579
			B		3,927.66	8,509.93	102,119.16	49.0958
			C		4,124.04	8,935.42	107,225.04	51.5505
			D		4,330.24	9,382.19	112,586.24	54.1280
			E		4,546.77	9,851.34	118,216.02	56.8346
3306	Plan Check Engineer*	TMMBU	A		4,553.95	9,866.90	118,402.70	56.9244
			B		4,781.65	10,360.25	124,322.90	59.7706
			C		5,020.74	10,878.27	130,539.24	62.7593
			D		5,271.78	11,422.19	137,066.28	65.8973
			E		5,535.37	11,993.31	143,919.62	69.1921
5214	Plan Examiner I	TEAMSTERS	A		3,131.37	6,784.64	81,415.65	39.1422
			B		3,287.97	7,123.94	85,487.19	41.0997
			C		3,452.36	7,480.11	89,761.28	43.1545
			D		3,624.96	7,854.09	94,249.03	45.3121
			E		3,806.23	8,246.84	98,962.03	47.5779
5215	Plan Examiner II	TEAMSTERS	A		3,296.18	7,141.73	85,700.68	41.2023
			B		3,461.02	7,498.88	89,986.52	43.2628
			C		3,634.06	7,873.80	94,485.56	45.4258
			D		3,815.75	8,267.46	99,209.50	47.6969
			E		4,006.56	8,680.88	104,170.56	50.0820

ATTACHMENT A

City of Tracy
Master Salary Schedule

Effective 03-16-2021

Class Code	Position Title	Unit	Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
1106	Planning Commissioner		Stipend of \$50.00 per meeting				
4506	Planning Technician	TTSSEA	A	2,523.14	5,466.81	65,601.64	31.5393
			B	2,649.31	5,740.18	68,882.06	33.1164
			C	2,781.76	6,027.15	72,325.76	34.7720
			D	2,920.86	6,328.53	75,942.36	36.5108
			E	3,066.91	6,644.98	79,739.66	38.3364
6212	Police Captain*	TPMA	A	5,731.63	12,418.54	149,022.38	71.6454
			B	6,018.22	13,039.48	156,473.72	75.2278
			C	6,319.12	13,691.43	164,297.12	78.9890
			D	6,635.08	14,376.01	172,512.08	82.9385
			E	6,966.86	15,094.87	181,138.36	87.0858
1513	Police Chief*	DH	Min	7,369.94	15,968.21	191,618.51	92.1243
			Max	8,958.24	19,409.53	232,914.34	111.9780
6103	Police Corporal	TPOA	A	3,946.48	7,892.96	94,715.52	45.5346
			B	4,143.82	8,287.64	99,451.68	47.8115
			C	4,351.01	8,702.02	104,424.24	50.2020
			D	4,568.57	9,137.14	109,645.68	52.7122
			E	4,796.99	9,593.98	115,127.76	55.3478
9501	Police Intern/Parking Enforcement Officer	LS	A				18.2000
			B				19.1100
			C				20.0700
			D				21.0700
			E				22.1200
6211	Police Lieutenant*	TPMA	A	4,960.59	10,747.95	128,975.34	62.0074
			B	5,208.61	11,285.33	135,423.86	65.1076
			C	5,469.06	11,849.63	142,195.56	68.3633
			D	5,742.50	12,442.09	149,305.00	71.7813
			E	6,029.62	13,064.18	156,770.12	75.3703
6102	Police Officer	TPOA	A	3,587.71	7,175.42	86,105.04	41.3951
			B	3,767.10	7,534.20	90,410.40	43.4649
			C	3,955.46	7,910.92	94,931.04	45.6382
			D	4,153.25	8,306.50	99,678.00	47.9203
			E	4,360.90	8,721.80	104,661.60	50.3161
9517	Police Range Master	LS	A				30.2600
			B				31.7700
			C				33.3600
			D				35.0300
			E				36.7800
4103	Police Records Assistant I	TTSSEA	A	2,073.33	4,492.22	53,906.58	25.9166
			B	2,177.01	4,716.86	56,602.26	27.2126
			C	2,285.87	4,952.72	59,432.62	28.5734
			D	2,400.15	5,200.33	62,403.90	30.0019
			E	2,520.16	5,460.35	65,524.16	31.5020

ATTACHMENT A

City of Tracy
Master Salary Schedule

Effective 03-16-2021

Class			Semi-Mon	Bi-Weekly	Monthly		Hourly
Code	Position Title	Unit	Salary	Salary	Salary	Annual Salary	Rate
4104	Police Records Assistant II	TTSSEA		2,176.98	4,716.79	56,601.48	27.2123
				2,285.85	4,952.68	59,432.10	28.5731
				2,400.12	5,200.26	62,403.12	30.0015
				2,520.13	5,460.29	65,523.38	31.5016
				2,646.14	5,733.31	68,799.64	33.0768
9551	Police Reserve	LS					39.3700
6105	Police Sergeant	TPOA	4,323.40		8,646.80	103,761.60	49.8835
			4,539.59		9,079.18	108,950.16	52.3779
			4,766.58		9,533.16	114,397.92	54.9969
			5,004.90		10,009.80	120,117.60	57.7466
			5,255.16		10,510.32	126,123.84	60.6341
2712	Police Support Operations Manager*	CONF		5,278.14	11,435.97	137,231.64	65.9768
				5,542.05	12,007.78	144,093.30	69.2756
				5,819.14	12,608.14	151,297.64	72.7393
				6,110.09	13,238.53	158,862.34	76.3761
				6,415.60	13,900.47	166,805.60	80.1950
4701	Police Support Services Technician	TTSSEA		2,523.14	5,466.81	65,601.64	31.5393
				2,649.31	5,740.18	68,882.06	33.1164
				2,781.76	6,027.15	72,325.76	34.7720
				2,920.86	6,328.53	75,942.36	36.5108
				3,066.91	6,644.98	79,739.66	38.3364
6101	Police Trainee (Non-Sworn)	TPOA	3,119.65		6,239.30	74,871.60	35.9946
9638	Pool Manager	LS					19.8900
							20.8900
							21.9300
							23.0300
							24.1800
9533	Professional Standards Officer	LS					50.4400
							52.9600
							55.6100
							58.3900
							61.3100
9110	Program Assistant	LS					14.0000
							24.1000
9231	Project Specialist I	LS					14.0000
							46.6800
9232	Project Specialist II	LS					46.6900
							131.5900
5518	Property and Evidence Technician	TEAMSTERS		2,236.01	4,844.69	58,136.26	27.9501
				2,347.80	5,086.90	61,042.80	29.3475
				2,465.20	5,341.27	64,095.20	30.8150
				2,588.47	5,608.36	67,300.22	32.3559
				2,717.87	5,888.72	70,664.62	33.9734

ATTACHMENT A

City of Tracy
Master Salary Schedule

Effective 03-16-2021

Class			Semi-Mon	Bi-Weekly	Monthly		Hourly
Code	Position Title	Unit	Salary	Salary	Salary	Annual Salary	Rate
2585	Public Information Officer*	CONF		3,484.90	7,550.62	90,607.40	43.5613
				3,659.15	7,928.16	95,137.90	45.7394
				3,842.10	8,324.55	99,894.60	48.0263
				4,034.21	8,740.79	104,889.46	50.4276
				4,235.93	9,177.85	110,134.18	52.9491
5502	Public Safety Dispatcher I	TEAMSTERS		2,583.24	5,597.02	67,164.24	32.2905
				2,712.39	5,876.85	70,522.14	33.9049
				2,848.01	6,170.69	74,048.26	35.6001
				2,990.41	6,479.23	77,750.66	37.3801
				3,139.95	6,803.23	81,638.70	39.2494
5503	Public Safety Dispatcher II	TEAMSTERS		2,834.02	6,140.38	73,684.52	35.4253
				2,975.71	6,447.38	77,368.46	37.1964
				3,124.50	6,769.75	81,237.00	39.0563
				3,280.73	7,108.25	85,298.98	41.0091
				3,444.77	7,463.67	89,564.02	43.0596
9512	Public Safety Dispatcher II - Per Diem	LS					32.1500
							33.7600
							35.4400
							37.2200
							39.0800
3623	Public Safety Dispatch Supervisor*	TMMBU		3,153.76	6,833.15	81,997.76	39.4220
				3,311.44	7,174.79	86,097.44	41.3930
				3,477.02	7,533.55	90,402.52	43.4628
				3,650.86	7,910.20	94,922.36	45.6358
				3,833.42	8,305.75	99,668.92	47.9178
3401	Public Works Superintendent*	TMMBU		3,929.74	8,514.44	102,173.24	49.1218
				4,126.23	8,940.17	107,281.98	51.5779
				4,332.54	9,387.17	112,646.04	54.1568
				4,549.17	9,856.54	118,278.42	56.8646
				4,776.62	10,349.35	124,192.12	59.7078
3405	Public Works Supervisor*	TMMBU		3,274.33	7,094.39	85,132.58	40.9291
				3,438.03	7,449.07	89,388.78	42.9754
				3,609.93	7,821.52	93,858.18	45.1241
				3,790.43	8,212.60	98,551.18	47.3804
				3,979.94	8,623.21	103,478.44	49.7493
3626	Police Records Supervisor*	TMMBU		2,971.80	6,438.90	77,266.80	37.1475
				3,120.40	6,760.87	81,130.40	39.0050
				3,276.41	7,098.89	85,186.66	40.9551
				3,440.24	7,453.86	89,446.24	43.0030
				3,612.23	7,826.50	93,917.98	45.1529
9631	Recreation Leader I	LS					14.0000
							14.7000
							15.4400
							16.2000
							17.0200

ATTACHMENT A

City of Tracy
Master Salary Schedule

Effective 03-16-2021

Class			Semi-Mon	Bi-Weekly	Monthly		Hourly
Code	Position Title	Unit	Salary	Salary	Salary	Annual Salary	Rate
9632	Recreation Leader II	LS					17.5400
		A					18.4100
		B					19.3300
		C					20.3000
		D					21.3200
		E					
9633	Recreation Leader III	LS					19.8900
		A					20.8900
		B					21.9300
		C					23.0300
		D					24.1800
		E					
4401	Recreation Program Coordinator	TTSSEA		2,432.34	5,270.07	63,240.84	30.4043
		A		2,553.97	5,533.61	66,403.22	31.9246
		B		2,681.66	5,810.27	69,723.16	33.5208
		C		2,815.74	6,100.77	73,209.24	35.1968
		D		2,956.52	6,405.80	76,869.52	36.9565
		E					
3513	Recreation Services Manager*	TMMBU		3,869.04	8,382.92	100,595.04	48.3630
		A		4,062.50	8,802.09	105,625.00	50.7813
		B		4,265.62	9,242.18	110,906.12	53.3203
		C		4,478.91	9,704.31	116,451.66	55.9864
		D		4,702.85	10,189.51	122,274.10	58.7856
		E					
3505	Recreation Services Supervisor*	TMMBU		3,517.32	7,620.86	91,450.32	43.9665
		A		3,693.19	8,001.92	96,022.94	46.1649
		B		3,877.85	8,402.01	100,824.10	48.4731
		C		4,071.74	8,822.11	105,865.24	50.8968
		D		4,275.32	9,263.20	111,158.32	53.4415
		E					
9626	Recreation Specialized Instructor	LS					14.0000
		Min					49.6600
		Max					
4113	Senior Account Clerk	TTSSEA		2,261.39	4,899.68	58,796.14	28.2674
		A		2,374.46	5,144.67	61,735.96	29.6808
		B		2,493.18	5,401.89	64,822.68	31.1648
		C		2,617.85	5,672.01	68,064.10	32.7231
		D		2,748.73	5,955.59	71,466.98	34.3591
		E					
3105	Senior Accountant*	TMMBU		3,655.15	7,919.50	95,033.90	45.6894
		A		3,837.91	8,315.48	99,785.66	47.9739
		B		4,029.81	8,731.26	104,775.06	50.3726
		C		4,231.30	9,167.82	110,013.80	52.8913
		D		4,442.87	9,626.22	115,514.62	55.5359
		E					
4202	Senior Accounting Technician	TTSSEA		2,932.35	6,353.43	76,241.10	36.6544
		A		3,078.97	6,671.11	80,053.22	38.4871
		B		3,232.93	7,004.69	84,056.18	40.4116
		C		3,394.58	7,354.93	88,259.08	42.4323
		D		3,564.32	7,722.70	92,672.32	44.5540
		E					

ATTACHMENT A

City of Tracy Master Salary Schedule

Effective 03-16-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5323	Senior Building Maintenance Worker	TEAMSTERS	A		2,486.09	5,386.53	64,638.34	31.0761
			B		2,610.38	5,655.83	67,869.88	32.6298
			C		2,740.89	5,938.60	71,263.14	34.2611
			D		2,877.95	6,235.56	74,826.70	35.9744
			E		3,021.86	6,547.37	78,568.36	37.7733
3304	Senior Civil Engineer*	TMMBU	A		4,554.08	9,867.18	118,406.08	56.9260
			B		4,781.78	10,360.53	124,326.28	59.7723
			C		5,020.87	10,878.56	130,542.62	62.7609
			D		5,271.92	11,422.50	137,069.92	65.8990
			E		5,535.51	11,993.61	143,923.26	69.1939
5315	Senior Equipment Mechanic	TEAMSTERS	A		2,597.33	5,627.55	67,530.58	32.4666
			B		2,727.18	5,908.89	70,906.68	34.0898
			C		2,863.55	6,204.36	74,452.30	35.7944
			D		3,006.72	6,514.56	78,174.72	37.5840
			E		3,157.06	6,840.30	82,083.56	39.4633
4208	Senior Information Systems Technician	TTSSEA	A		3,028.06	6,560.80	78,729.56	37.8508
			B		3,179.47	6,888.86	82,666.22	39.7434
			C		3,338.45	7,233.31	86,799.70	41.7306
			D		3,505.37	7,594.97	91,139.62	43.8171
			E		3,680.63	7,974.70	95,696.38	46.0079
9637	Senior Lifeguard	LS	A					17.5400
			B					18.4100
			C					19.3300
			D					20.3000
			E					21.3200
5305	Senior Maintenance Worker	TEAMSTERS	A		2,424.71	5,253.54	63,042.46	30.3089
			B		2,545.92	5,516.16	66,193.92	31.8240
			C		2,673.22	5,791.98	69,503.72	33.4153
			D		2,806.89	6,081.60	72,979.14	35.0861
			E		2,947.22	6,385.65	76,627.72	36.8403
3203	Senior Planner*	TMMBU	A		3,903.90	8,458.45	101,501.40	48.7988
			B		4,099.10	8,881.39	106,576.60	51.2388
			C		4,304.06	9,325.47	111,905.56	53.8008
			D		4,519.26	9,791.73	117,500.76	56.4908
			E		4,745.22	10,281.31	123,375.72	59.3153
4410	Senior Police Records Assistant	TTSSEA	A		2,394.68	5,188.47	62,261.63	29.9335
			B		2,514.44	5,447.95	65,375.31	31.4304
			C		2,640.13	5,720.29	68,643.43	33.0017
			D		2,772.14	6,006.32	72,075.72	34.6518
			E		2,910.75	6,306.64	75,679.60	36.3845
5504	Senior Public Safety Dispatcher	TEAMSTERS	A		2,975.71	6,447.38	77,368.46	37.1964
			B		3,124.50	6,769.75	81,237.00	39.0563
			C		3,280.73	7,108.25	85,298.98	41.0091
			D		3,444.77	7,463.67	89,564.02	43.0596
			E		3,617.02	7,836.88	94,042.52	45.2128

ATTACHMENT A

City of Tracy Master Salary Schedule

Effective 03-16-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5356	Senior Utilities Worker	TEAMSTERS	A		2,546.40	5,517.20	66,206.40	31.8300
			B		2,673.60	5,792.80	69,513.60	33.4200
			C		2,807.20	6,082.27	72,987.20	35.0900
			D		2,948.00	6,387.33	76,648.00	36.8500
			E		3,094.40	6,704.93	80,459.10	38.6800
3343	Supervising Building Inspector*	TMMBU	A		3,495.11	7,572.74	90,872.86	43.6889
			B		3,669.86	7,951.37	95,416.36	45.8733
			C		3,853.36	8,348.95	100,187.36	48.1670
			D		4,046.03	8,766.40	105,196.78	50.5754
			E		4,248.33	9,204.72	110,456.58	53.1041
3345	Supervising Construction Inspector	TMMBU	A		3,643.21	7,893.63	94,723.46	45.5401
			B		3,825.38	8,288.33	99,459.88	47.8173
			C		4,016.65	8,702.75	104,432.90	50.2081
			D		4,217.47	9,137.86	109,654.22	52.7184
			E		4,428.34	9,594.74	115,136.84	55.3543
3117	System Administrator*	TMMBU	A		3,400.57	7,367.91	88,414.82	42.5071
			B		3,570.60	7,736.30	92,835.60	44.6325
			C		3,749.13	8,123.12	97,477.38	46.8641
			D		3,936.59	8,529.28	102,351.34	49.2074
			E		4,133.43	8,955.77	107,469.18	51.6679
9361	Theatre Technician	LS	A					28.8400
			B					30.2800
			C					31.8000
			D					33.3900
			E					35.0600
4420	Transit Coordinator	TTSSEA	A		2,432.34	5,270.07	63,240.84	30.4043
			B		2,553.97	5,533.61	66,403.22	31.9246
			C		2,681.66	5,810.27	69,723.16	33.5208
			D		2,815.74	6,100.77	73,209.24	35.1968
			E		2,956.52	6,405.80	76,869.52	36.9565
3515	Transit Manager*	TMMBU	A		3,788.30	8,207.99	98,495.80	47.3538
			B		3,977.70	8,618.35	103,420.20	49.7213
			C		4,176.60	9,049.30	108,591.60	52.2075
			D		4,385.42	9,501.75	114,020.92	54.8178
			E		4,604.69	9,976.83	119,721.94	57.5586
1109	Transportation Commissioner			Stipend \$50.00 per meeting				
3424	Utilities Laboratory Superintendent*	TMMBU	A		3,929.74	8,514.44	102,173.24	49.1218
			B		4,126.23	8,940.17	107,281.98	51.5779
			C		4,332.54	9,387.17	112,646.04	54.1568
			D		4,549.17	9,856.54	118,278.42	56.8646
			E		4,776.62	10,349.35	124,192.12	59.7078
3403	Utility Line Maintenance Superintendent*	TMMBU	A		4,003.88	8,675.08	104,100.88	50.0485
			B		4,204.06	9,108.80	109,305.56	52.5508
			C		4,414.27	9,564.26	114,771.02	55.1784
			D		4,634.98	10,042.46	120,509.48	57.9373
			E		4,866.73	10,544.59	126,534.98	60.8341

ATTACHMENT A

City of Tracy Master Salary Schedule

Effective 03-16-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3423	Utility Maintenance Superintendent*	TMMBU	A		4,077.99	8,835.65	106,027.74	50.9749
			B		4,281.88	9,277.41	111,328.88	53.5235
			C		4,495.97	9,741.27	116,895.22	56.1996
			D		4,720.78	10,228.36	122,740.28	59.0098
			E		4,956.81	10,739.76	128,877.06	61.9601
3410	Utility Maintenance Supervisor*	TMMBU	A		3,398.31	7,363.01	88,356.06	42.4789
			B		3,568.23	7,731.17	92,773.98	44.6029
			C		3,746.64	8,117.72	97,412.64	46.8330
			D		3,933.98	8,523.63	102,283.48	49.1748
			E		4,130.68	8,949.81	107,397.68	51.6335
5411	Utility Mechanic I	TEAMSTERS	A		2,723.80	5,901.58	70,818.91	34.0475
			B		2,859.99	6,196.64	74,359.63	35.7498
			C		3,002.98	6,506.46	78,077.57	37.5373
			D		3,153.14	6,831.80	81,981.53	39.4142
			E		3,310.79	7,173.38	86,080.57	41.3849
5412	Utility Mechanic II	TEAMSTERS	A		2,791.87	6,049.07	72,588.74	34.8985
			B		2,931.48	6,351.55	76,218.47	36.6435
			C		3,078.05	6,669.12	80,029.42	38.4757
			D		3,231.94	7,002.53	84,030.38	40.3992
			E		3,393.54	7,352.67	88,232.02	42.4192
5404	Utility Operator	TEAMSTERS	A		3,264.21	7,072.46	84,869.46	40.8026
			B		3,427.39	7,426.02	89,112.14	42.8424
			C		3,598.78	7,797.36	93,568.28	44.9848
			D		3,778.72	8,187.23	98,246.72	47.2340
			E		3,967.65	8,596.58	103,158.90	49.5956
5350	Utilities Worker I	TEAMSTERS	A		1,820.00	3,943.33	47,320.00	22.7500
			B		1,911.20	4,140.93	49,691.20	23.8900
			C		2,006.40	4,347.20	52,166.40	25.0800
			D		2,107.20	4,565.60	54,787.20	26.3400
			E		2,213.60	4,796.13	57,553.60	27.6700
5353	Utilities Worker II	TEAMSTERS	A		2,312.00	5,009.33	60,112.00	28.9000
			B		2,428.00	5,260.67	63,128.00	30.3500
			C		2,548.80	5,522.40	66,268.80	31.8600
			D		2,676.80	5,799.73	69,596.80	33.4600
			E		2,810.40	6,089.20	73,070.40	35.1300
3415	Water Resources and Compliance Manager*	TMMBU	A		3,788.30	8,207.99	98,495.80	47.3538
			B		3,977.70	8,618.35	103,420.20	49.7213
			C		4,176.60	9,049.30	108,591.60	52.2075
			D		4,385.42	9,501.75	114,020.92	54.8178
			E		4,604.69	9,976.83	119,721.94	57.5586

ATTACHMENT A

City of Tracy Master Salary Schedule

Effective 03-16-2021

Class Code	Position Title	Unit		Semi-Mon Salary	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5405	Wastewater Treatment Plant Operator I	TEAMSTERS	A		2,581.49	5593.23	67,118.82	32.2687
			B		2,710.54	5872.85	70,474.08	33.8817
			C		2,846.08	6166.51	73,998.05	35.5760
			D		2,988.39	6474.86	77,698.25	37.3549
			E		3,137.82	6798.61	81,583.35	39.2227
5406	Wastewater Treatment Plant Operator II	TEAMSTERS	A		2,717.36	5887.62	70,651.39	33.9671
			B		2,853.20	6181.94	74,183.24	35.6650
			C		2,995.87	6491.07	77,892.69	37.4484
			D		3,145.68	6815.64	81,787.63	39.3210
			E		3,302.97	7156.44	85,877.21	41.2871
5407	Wastewater Treatment Plant Operator III	TEAMSTERS	A		2,860.38	6,197.49	74,369.88	35.7548
			B		3,003.37	6,507.31	78,087.62	37.5421
			C		3,153.55	6,832.70	81,992.30	39.4194
			D		3,311.24	7,174.36	86,092.24	41.3905
			E		3,476.81	7,533.09	90,397.06	43.4601
3422	Wastewater Operations Superintendent*	TMMBU	A		4,077.99	8,835.65	106,027.74	50.9749
			B		4,281.88	9,277.41	111,328.88	53.5235
			C		4,495.97	9,741.27	116,895.22	56.1996
			D		4,720.78	10,228.36	122,740.28	59.0098
			E		4,956.81	10,739.76	128,877.06	61.9601
9351	Water Patrol Aide	LS	A					16.5200
			B					17.3500
			C					18.2100
			D					19.1200
			E					20.0800
3421	Water Operations Superintendent*	TMMBU	A		4,003.88	8,675.08	104,100.88	50.0485
			B		4,204.06	9,108.80	109,305.56	52.5508
			C		4,414.27	9,564.26	114,771.02	55.1784
			D		4,634.98	10,042.46	120,509.48	57.9373
			E		4,866.73	10,544.59	126,534.98	60.8341
5401	Water Treatment Plant Operator I	TEAMSTERS	A		2,750.37	5959.14	71,509.59	34.3797
			B		2,887.89	6257.10	75,085.18	36.0986
			C		3,032.29	6569.97	78,839.58	37.9036
			D		3,183.90	6898.46	82,781.47	39.7988
			E		3,343.09	7243.37	86,920.46	41.7887
5402	Water Treatment Plant Operator II	TEAMSTERS	A		2,895.13	6272.77	75,273.25	36.1891
			B		3,039.89	6586.43	79,037.04	37.9986
			C		3,191.89	6915.75	82,989.04	39.8986
			D		3,351.48	7261.53	87,138.39	41.8935
			E		3,519.05	7624.61	91,495.22	43.9881
5403	Water Treatment Plant Operator III	TEAMSTERS	A		3,047.50	6,602.92	79,235.00	38.0938
			B		3,199.88	6,933.08	83,196.88	39.9985
			C		3,359.88	7,279.74	87,356.88	41.9985
			D		3,527.87	7,643.72	91,724.62	44.0984
			E		3,704.26	8,025.90	96,310.76	46.3033

RESOLUTION _____

AMENDING THE CITY OF TRACY MASTER SALARY SCHEDULE AND
POSITION CONTROL ROSTER

WHEREAS, The City Council approves all salary schedules which include classification titles and pay rates/ranges, and

WHEREAS, The City Council approves the position control roster for budgeted positions, and

WHEREAS, On February 2, 2021, the City Council approved classification changes, including new classification specifications and salary ranges for certain positions, and authorized amendments to the City's Classification Plan, Master Salary Schedule and Position Control Rosters to reflect these changes, and

WHEREAS, The Public Employees' Retirement Law governs the California Public Employees Retirement System (CalPERS) codified in Title 2 of the California Code of Regulations. Section 570.5 of the California Code of Regulations (CCR) requires City Council approve the rate of pay or classification titles in a publicly available pay schedule, referred to as the Master Employee Salary Schedule, for employees who are members of CalPERS.

NOW, THEREFORE, BE IT RESOLVED, That City Council of the City of Tracy hereby authorizes the Human Resources Director to update the Master Salary Schedule to reflect the amended rates and classifications as previously adopted by Resolution No. 2021-014 and forward the resolution to CalPERS per CCR Section 570.5.

BE IT FURTHER RESOLVED, That these changes shall become effective on February 14, 2021 in accordance with prior City Council Resolution No. 2021-014.

* * * * *

The foregoing Resolution 2021_____ was passed and adopted by the Tracy City Council on the 16th day of March, 2021, 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 MASTER PROFESSIONAL SERVICES AGREEMENTS WITH KIMLEY-HORN & ASSOCIATES, INC., MARK THOMAS & COMPANY, INC., AND ADVANCED MOBILITY GROUP, TO PROVIDE ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR TRANSPORTATION PROJECTS, AND AUTHORIZE THE DEVELOPMENT SERVICES DIRECTOR TO EXECUTE NOTICES TO PROCEED RELATED TO THE AGREEMENTS, FOR A NOT-TO-EXCEED AMOUNT OF \$600,000 FOR EACH CONSULTANT PER CALENDAR YEAR

EXECUTIVE SUMMARY

This agenda item, with City Council approval, would approve Master Professional Services Agreements (MPSAs) with Kimley-Horn & Associates, Inc., Mark Thomas & Company, Inc., and Advanced Mobility Group, Inc. to retain each consultant for on-call professional engineering services for transportation projects for a not-to-exceed amount of \$600,000 for each consultant per calendar year.

DISCUSSION

The City is anticipating significant growth over the foreseeable future in its development projects as well as design and construction of various interchanges. The need for additional engineering consultant services relates to keeping up with development demands with limited staff as well as providing specific expertise, such as running complex traffic models, coordinating with various outside transportation agencies and working on complex grant applications for various interchanges. The City requires professional engineering services to assess a development project's traffic impacts on the City's roadway system and determine the necessary measures to mitigate these impacts while maintaining the City's goals set by the General and any relevant Specific Plan. The City also requires professional engineering assistance in the design of City Traffic and Transportation projects, and representation of the City Engineer's Office in Transportation Projects that require County or Caltrans coordination.

On October 16, 2020, the City published a Request for Proposals (RFP) from Consultants for on-call engineering services for Transportation projects. On November 17, 2020, staff received a total of seven (7) proposals in response to the RFP. Staff reviewed and rated the proposals and selected Kimley-Horn & Associates, Inc., Mark Thomas & Company, Inc., and Advanced Mobility Group, Inc.

After negotiations between the City and the consultants, the parties reached an agreement for the performance of services and said services are in accordance with the terms set forth in the MPSA, with a not-to-exceed amount of \$600,000 for each consultant per calendar year. The terms of each MPSA is set to expire on March 16, 2024, with an optional two-year extension by the City Manager following a written determination that Consultant has satisfactorily met all the requirements of the agreement.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Public Safety Priority, and specifically implements the following goal:

Goal 1: Support Efforts to Enhance Citywide Traffic Conditions

FISCAL IMPACT

The funding for these consultant services will be through a combination of Engineering fees, Cost Recovery Agreements executed with developers, and budgeted CIP projects for which such consultant services are required.

RECOMMENDATION

Staff recommends that the City Council approve, by resolution, Master Professional Services Agreements with Kimley-Horn & Associates, Inc., Mark Thomas & Company, Inc., and Advanced Mobility Group to provide on-call professional engineering services for transportation projects, and authorize the Development Services Director to execute notices to proceed related to the agreements, for a not-to-exceed amount of \$600,000 for each consultant per calendar year.

Prepared by: Anju Pillai, PE, Senior Civil Engineer

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

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – Master Professional Services Agreement with Kimley-Horn & Associates, Inc.
Attachment B – Master Professional Services Agreement with Mark Thomas & Co, Inc.
Attachment C – Master Professional Services Agreement with Advanced Mobility Group

**CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT WITH
KIMLEY-HORN & ASSOCIATES, INC. FOR ON-CALL ENGINEERING SERVICES FOR
TRANSPORTATION PROJECTS**

This Master Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and **Kimley-Horn & Associates, Inc.** a California corporation (**Consultant**). City and Consultant are referred to individually as “Party” and collectively as “Parties.”

Recitals

A. City desires to retain Consultant to perform on-call engineering services for transportation projects.

B. On October 16, 2020 the City issued a Request for Proposals (RFP) for the On-Call Engineering Services for Transportation Projects (“Project”). On November 17, 2020, Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services.

C. After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.

D. This Agreement is being executed pursuant to Resolution No. ____ approved by Tracy City Council on _____, 2021.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. Consultant shall perform the services generally described in Exhibit "A" attached, and incorporated by reference, as directed by written Notice to Proceed by the City's Development Services Director. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Frederik Venter, PE. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," nor shall Consultant use or replace any subcontractor or subconsultant, without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.

1.1 Non-Exclusive Agreement. The City reserves the right to contract with other consultants providing the same or similar scope of services described above during the term of this Agreement. The City further reserves the right to, assign work, at its sole discretion, to consultants other than Consultant based on City's budget, experience, and skills of consultants based on the City's specific needs.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in each individual Notice to Proceed. Any services for which times for performance are not specified in each individual Notice to Proceed shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated by the City to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement shall begin on March 16, 2021 and end on March 16, 2024, unless terminated for any reason, including a lack of appropriated funds to compensate services provided under this Agreement, in accordance with Section 6. Any such termination of this Agreement due to failure of the City of Tracy Council to appropriate funds for payment for services under this Agreement shall not be a breach of the Agreement.

2.1.1 Option to Extend. This Agreement may be extended for an additional 2 years by the City Manager following a written determination that Consultant has satisfactorily met all the requirements of this Agreement.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit “B,” attached and incorporated by reference for services performed under this Agreement.

3.1 Not to Exceed Amount. Consultant’s total compensation under this Agreement shall not exceed \$600,000 per calendar year. Consultant’s billing rates shall cover all costs and expenses for Consultant’s performance of this Agreement. Effective July 1, 2022, Consultant’s billing rates under this Agreement may be annually increased in July of each year by the lesser of 3% or the annual increase in the Cost of Living Index – All Items, for the Sacramento Metropolitan Region. No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City’s prior written approval.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City’s designated development application number.

3.2.2 Consultant’s failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

3.3 Payment. Within 30 days after the City’s receipt of invoice(s), City shall make payment to the Consultant based upon the services described on the invoice(s) and approved by the City.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant’s performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

In this section, “City” means the City, its officials, officers, agents, employees and volunteers; “Consultant” means the Consultant, its employees, agents and subcontractors; “Claims” includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and “Arising out of” includes “pertaining to” and “relating to”.

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

The provisions of this section survive completion of the services or the termination of this Agreement, and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) “per occurrence” coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

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

5.4 Professional Liability “claims made” coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

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

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

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

5.6 Notice of Cancellation. Consultant 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 prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

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

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Consultant’s Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination. The City may terminate this Agreement by giving ten days’ written notice to Consultant. Upon termination, Consultant shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant for this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

7. Dispute Resolution. If any dispute arises between the City and Consultant that cannot be settled after engaging in good faith negotiations, City and Consultant agree to resolve the dispute in accordance with the following:

7.1 Each Party shall designate a senior management or executive level representative to negotiate the dispute;

7.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

7.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiations between legal counsel. If the aforementioned process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

7.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

7.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

7.6 The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

8. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

9. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

10. Conflicts of Interest. Consultant (including its employees, agents, and sub consultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest.

11. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:
Development Services Department
Attn: Robert Armijo, P.E
City Engineer
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
Kimley-Horn & Associates, Inc.
Attn: Frederik Venter, P.E
Vice President
10 Almaden Blvd Suite 1250
San Jose, CA 95113

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

13. Miscellaneous.

13.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

13.2 Amendments. 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. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

13.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

13.6 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

13.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

13.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

13.8 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

13.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

13.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

13.11 Severability. 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.

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Consultant's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's proposal (if any), the Exhibits shall control.

13.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

14. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Nancy D. Young
Title: Mayor
Date: _____

Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Leticia M. Ramirez, City Attorney

Consultant

Kimley-Horn & Associates, Inc.
California corporation

By: Frederik Venter PE #64621
Title: Vice President
Date: 2-10-2021

Federal Employer Tax ID No. 56-0885615

By: Peter Meyerhofer PE #68778
Title: Secretary
Date: 2-10-2021

Exhibits:

- A Scope of Work, including personnel and time of performance (See Agreement sections 1 and 2.)
- B Compensation (See Agreement section 3.)

EXHIBIT A - Scope of Work

Consultant may be asked to perform the following professional services, among others:

As part of the review of preliminary site plans and development applications, prepare a technical report that contain the results of a traffic analysis and recommendations to be incorporated in the development project conditions of approval.

- a. Evaluate roadway and traffic circulation for Project(s) and verification of conformance to City standards the location of Project(s) access point(s), spacing of driveway, allowed turning-movement at each access point, and level of service of operation of existing intersections(s) and traffic signal(s).
- b. Perform Warrant Analyses to determine the need for and feasibility of installing a traffic signal(s) and/or stop sign(s), and other applicable improvements.
- c. Determine cost share responsibility of benefitting property(s) towards CITY program improvements.
- d. Determine roadway infrastructure assessments for adequacy in capacity and level of service.
- e. Specify specific traffic impacts and recommend mitigation measures. Also determine timing and/or trigger points for the implementation of the recommended mitigation measures based on citywide level of service goals.
- f. Determination of number of lanes, geometric configuration and turning movements of a particular intersection and roadway and right-of-way widths for consistency with the Citywide Roadway & Transportation Master Plan, relevant Specific Plans and City's Traffic Model.
- g. Determine traffic infrastructure improvements needed to serve the Projects, including infrastructure master planning for the study, a summary of findings required by the Mitigation Fee Act (AB 1600), compliance with the Impact Fee Ordinance per Title 13 of the Tracy Municipal Code, Specific Plan reimbursement calculation, preparation of supplements to City's Specific Plan for the particular area being analyzed and relevant portions of the Citywide Roadway & Transportation Master Plan, and providing input to the City's program management consultant(s) relevant to their preparation of addendums to existing Finance and Implementation Plans ("FIP") for various Projects.

As part of the review and approval of final improvement plans for improvements required of the Project(s), Consultant may assist the City in the performance of the following tasks:

- a. Review and provide comments on the signing, striping and traffic signal plans for public improvements. Several reviews may be required depending on the magnitude of the improvements, complexity of issues, and/or quality of re-submittals of improvement plans.
- b. Perform review for compliance with standards on sight distance,
- c. Highway geometrics, approved specific plan area technical analyses, site specific technical analyses, State and City standards acceptable engineering practices and the Project's development conditions of approval.
- d. Provide a Technical Memorandum to the CITY summarizing the Project's roadway and traffic circulation analysis (including any other analysis or traffic study performed), as well as any recommended system modifications.
- e. Attend meetings with the City, and other stakeholders as needed.

As part of the Engineering Design Services, Consultant may assist the City in the performance of the following tasks:

- a. Develop project plans, specifications and cost estimates for Traffic and Transportation Projects in compliance with City of Tracy Design Standards, Caltrans Standards and Specifications, Highway Design Manual and the California Manual on Uniform Traffic Control Devices.
- b. Represent the City Engineer's Office, and perform design services for City Transportation projects involving Caltrans Coordination along the Caltrans Right-of-way on Interstates I-580 and I-205.
- c. Be familiar with the Caltrans requirements and guidelines in all stages of any City project development and implementation along Caltrans Right-of-way, and follow through the requirements as directed by Caltrans District 10, during the different stages of project implementation.
- d. Coordinate with Caltrans, County, other Consultants and any other stakeholders and provide engineering services throughout the project life-cycle, from project initiation, programming, detailed design, bid solicitation support, engineering support during construction and provide as-builts.

Key Personnel:

1. Frederik Venter, PE
2. Brian Sowers, PE
3. Nikita Petrov, PE
4. Clara Wong, PE
5. Derek Wu, PE
6. Daniel Carley, PE
7. Akash Patel, PE
8. Prasanna Muthireddy, PE
9. Adam Dankberg, PE
10. Jake Hermle, PE
11. Colin Ogilvie, EIT
12. Michael Schmitt, ACIP CTP, PTP, RSP
13. Chris Gregerson PE, TE, PTOE, PTP
14. Ben Huie, PE
15. Elizabeth Chau, PE
16. Connie Leung, EIT
17. Molly Tremblay, EIT
18. Sean Houck, PE
19. Mehul Champaneri
20. Ravi Puttagunta
21. Elizabeth Chau, PE
22. Mark Falgout, PE
23. Parag Mehta, PE
24. Darryl DePencier, AICP, GISP, RSP
25. Gina Nguyen
26. Jennifer Koopman, PE
27. Kevin Aguigui, PE, TE, EE, CSEP
28. IDAX Data Solutions (Subconsultant)

EXHIBIT B - Compensation

Kimley-Horn & Associates, Inc., Rate Schedule

Support Staff	\$95 - \$120
Technical Support	\$100 - \$125
Senior Technical Support	\$135 - \$165
Analyst	\$130 - \$175
Professional	\$190 - \$225
Senior Professional I	\$255 - \$275
Senior Professional II	\$275 - \$380

**CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT WITH
MARK THOMAS & COMPANY, INC. FOR ON-CALL ENGINEERING SERVICES FOR
TRANSPORTATION PROJECTS**

This Master Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and **Mark Thomas & Company, Inc.** a California corporation (**Consultant**). City and Consultant are referred to individually as “Party” and collectively as “Parties.”

Recitals

A. City desires to retain Consultant to perform on-call engineering services for transportation projects.

B. On October 16, 2020 the City issued a Request for Proposals (RFP) for the On-Call Engineering Services for Transportation Projects (“Project”). On November 17, 2020, Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services.

C. After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.

D. This Agreement is being executed pursuant to Resolution No. ____ approved by Tracy City Council on ____, 2021.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. Consultant shall perform the services generally described in Exhibit "A" attached, and incorporated by reference, as directed by written Notice to Proceed by the City's Development Services Director. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Matt Brogan, PE. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," nor shall Consultant use or replace any subcontractor or subconsultant, without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.

1.1 Non-Exclusive Agreement. The City reserves the right to contract with other consultants providing the same or similar scope of services described above during the term of this Agreement. The City further reserves the right to, assign work, at its sole discretion, to consultants other than Consultant based on City's budget, experience, and skills of consultants based on the City's specific needs.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in each individual Notice to Proceed. Any services for which times for performance are not specified in each individual Notice to Proceed shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated by the City to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement shall begin on March 16, 2021 and end on March 16, 2024, unless terminated for any reason, including a lack of appropriated funds to compensate services provided under this Agreement, in accordance with Section 6. Any such termination of this Agreement due to failure of the City of Tracy Council to appropriate funds for payment for services under this Agreement shall not be a breach of the Agreement.

2.1.1 Option to Extend. This Agreement may be extended for an additional 2 years by the City Manager following a written determination that Consultant has satisfactorily met all the requirements of this Agreement.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit “B,” attached and incorporated by reference for services performed under this Agreement.

3.1 Not to Exceed Amount. Consultant’s total compensation under this Agreement shall not exceed \$600,000 per calendar year. Consultant’s billing rates shall cover all costs and expenses for Consultant’s performance of this Agreement. Effective July 1, 2022, Consultant’s billing rates under this Agreement may be annually increased in July of each year by the lesser of 3% or the annual increase in the Cost of Living Index – All Items, for the Sacramento Metropolitan Region. No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City’s prior written approval.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City’s designated development application number.

3.2.2 Consultant’s failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

3.3 Payment. Within 30 days after the City’s receipt of invoice(s), City shall make payment to the Consultant based upon the services described on the invoice(s) and approved by the City.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant’s performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

In this section, “City” means the City, its officials, officers, agents, employees and volunteers; “Consultant” means the Consultant, its employees, agents and subcontractors; “Claims” includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and “Arising out of” includes “pertaining to” and “relating to”.

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

The provisions of this section survive completion of the services or the termination of this Agreement, and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) “per occurrence” coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

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

5.4 Professional Liability “claims made” coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

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

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

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

5.6 Notice of Cancellation. Consultant 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 prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

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

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Consultant’s Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination. The City, or Consultant may terminate this Agreement by giving ten days’ written notice. Upon termination, Consultant shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant for this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

7. Dispute Resolution. If any dispute arises between the City and Consultant that cannot be settled after engaging in good faith negotiations, City and Consultant agree to resolve the dispute in accordance with the following:

7.1 Each Party shall designate a senior management or executive level representative to negotiate the dispute;

7.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

7.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiations between legal counsel. If the aforementioned process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

7.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

7.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

7.6 The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

8. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

9. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

10. Conflicts of Interest. Consultant (including its employees, agents, and sub consultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest.

11. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:
Development Services Department
Attn: Robert Armijo, P.E
City Engineer
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
Mark Thomas & Company, Inc.
Attn: Matt Brogan, P.E
Principal, Vice President
701 University Avenue, Suite 200
Sacramento, CA 95825

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

13. Miscellaneous.

13.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

13.2 Amendments. 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. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

13.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

13.6 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

13.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

13.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

13.8 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

13.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

13.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

13.11 Severability. 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.

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Consultant's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's proposal (if any), the Exhibits shall control.

13.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

14. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Nancy D. Young
Title: Mayor
Date: _____

Attest:

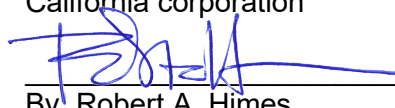
Adrianne Richardson, City Clerk

Approved as to form:

Leticia M. Ramirez, City Attorney

Consultant

Mark Thomas & Company, Inc.
California corporation


By: Robert A. Himes
Title: President
Date: 02/18/2021

Federal Employer Tax ID No. 94-1451490


By: Matthew (Matt) Brogan
Title: Secretary
Date: 02/18/2021

Exhibits:

- A Scope of Work, including personnel and time of performance (See Agreement sections 1 and 2.)
- B Compensation (See Agreement section 3.)

EXHIBIT A - Scope of Work

Consultant may be asked to perform the following professional services, among others:

As part of the review of preliminary site plans and development applications, prepare a technical report that contain the results of a traffic analysis and recommendations to be incorporated in the development project conditions of approval.

- a. Evaluate roadway and traffic circulation for Project(s) and verification of conformance to City standards the location of Project(s) access point(s), spacing of driveway, allowed turning-movement at each access point, and level of service of operation of existing intersections(s) and traffic signal(s).
- b. Perform Warrant Analyses to determine the need for and feasibility of installing a traffic signal(s) and/or stop sign(s), and other applicable improvements.
- c. Determine cost share responsibility of benefitting property(s) towards CITY program improvements.
- d. Determine roadway infrastructure assessments for adequacy in capacity and level of service.
- e. Specify specific traffic impacts and recommend mitigation measures. Also determine timing and/or trigger points for the implementation of the recommended mitigation measures based on citywide level of service goals.
- f. Determination of number of lanes, geometric configuration and turning movements of a particular intersection and roadway and right-of-way widths for consistency with the Citywide Roadway & Transportation Master Plan, relevant Specific Plans and City's Traffic Model.
- g. Determine traffic infrastructure improvements needed to serve the Projects, including infrastructure master planning for the study, a summary of findings required by the Mitigation Fee Act (AB 1600), compliance with the Impact Fee Ordinance per Title 13 of the Tracy Municipal Code, Specific Plan reimbursement calculation, preparation of supplements to City's Specific Plan for the particular area being analyzed and relevant portions of the Citywide Roadway & Transportation Master Plan, and providing input to the City's program management consultant(s) relevant to their preparation of addendums to existing Finance and Implementation Plans ("FIP") for various Projects.

As part of the review and approval of final improvement plans for improvements required of the Project(s), Consultant may assist the City in the performance of the following tasks:

- a. Review and provide comments on the signing, striping and traffic signal plans for public improvements. Several reviews may be required depending on the magnitude of the improvements, complexity of issues, and/or quality of re-submittals of improvement plans.
- b. Perform review for compliance with standards on sight distance,
- c. Highway geometrics, approved specific plan area technical analyses, site specific technical analyses, State and City standards acceptable engineering practices and the Project's development conditions of approval.
- d. Provide a Technical Memorandum to the CITY summarizing the Project's roadway and traffic circulation analysis (including any other analysis or traffic study performed), as well as any recommended system modifications.
- e. Attend meetings with the City, and other stakeholders as needed.

As part of the Engineering Design Services, Consultant may assist the City in the performance of the following tasks:

- a. Develop project plans, specifications and cost estimates for Traffic and Transportation Projects in compliance with City of Tracy Design Standards, Caltrans Standards and Specifications, Highway Design Manual and the California Manual on Uniform Traffic Control Devices.
- b. Represent the City Engineer's Office, and perform design services for City Transportation projects involving Caltrans Coordination along the Caltrans Right-of-way on Interstates I-580 and I-205.
- c. Be familiar with the Caltrans requirements and guidelines in all stages of any City project development and implementation along Caltrans Right-of-way, and follow through the requirements as directed by Caltrans District 10, during the different stages of project implementation.
- d. Coordinate with Caltrans, County, other Consultants and any other stakeholders and provide engineering services throughout the project life-cycle, from project initiation, programming, detailed design, bid solicitation support, engineering support during construction and provide as-builts.

Key Personnel:

1. Matt Brogan, PE
2. David Williams, PE
3. Bo Burick, PE
4. James Pangburn, PE
5. Dan Blomquist, PE
6. Raul Cervantes

Subconsultant (Fehr & Peers) Key Personnel:

1. Fred Choa, PE
2. Albee Wei

EXHIBIT B - Compensation

Mark Thomas & Company, Inc. Rate Schedule

Intern	\$48 - \$85
Technician	\$78 - \$128
Design Engineer I	\$97 - \$138
Sr. Technician	\$116 - \$163
Design Engineer II	\$125 - \$162
Project Engineer	\$147 - \$180
Sr. Project Engineer	\$164 - \$213
Sr. Technical Engineer	\$164 - \$213
Project Manager	\$194 - \$243
Technical Lead	\$194 - \$243
Sr. Project Manager	\$221 - \$314
Sr. Technical Lead	\$221 - \$314
Engineering Manager	\$286 - \$352
Practice Area Leader	\$286 - \$352
Sr. Engineering Manager	\$320 - \$430
Principal	\$404 - \$480

Subconsultant (Fehr & Peers) Rate Schedule

Principal	\$180 - \$350
Senior Associate	\$185 - \$340
Associate	\$170 - \$245
Senior Engineer/Planner	\$135 - \$215
Engineer/Planner	\$115 - \$165
Senior Engineering Technician	\$145 - \$195
Senior Project Accountant	\$160 - \$165
Senior Project Coordinator	\$120 - \$165
Project Coordinator	\$ 85 - \$150
Technician	\$115 - \$160
Intern	\$ 90 - \$115

**CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT WITH
ADVANCED MOBILITY GROUP FOR ON-CALL ENGINEERING SERVICES FOR
TRANSPORTATION PROJECTS**

This Master Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and **Advanced Mobility Group** a California corporation (**Consultant**). City and Consultant are referred to individually as “Party” and collectively as “Parties.”

Recitals

A. City desires to retain Consultant to perform on-call engineering services for transportation projects.

B. On October 16, 2020 the City issued a Request for Proposals (RFP) for the On-Call Engineering Services for Transportation Projects (“Project”). On November 17, 2020, Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services.

C. After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.

D. This Agreement is being executed pursuant to Resolution No. ____ approved by Tracy City Council on _____, 2021.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. Consultant shall perform the services generally described in Exhibit "A" attached, and incorporated by reference, as directed by written Notice to Proceed by the City's Development Services Director. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Christopher Thnay, PE. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," nor shall Consultant use or replace any subcontractor or subconsultant, without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.

1.1 Non-Exclusive Agreement. The City reserves the right to contract with other consultants providing the same or similar scope of services described above during the term of this Agreement. The City further reserves the right to, assign work, at its sole discretion, to consultants other than Consultant based on City's budget, experience, and skills of consultants based on the City's specific needs.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in each individual Notice to Proceed. Any services for which times for performance are not specified in each individual Notice to Proceed shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated by the City to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement shall begin on March 16, 2021 and end on March 16, 2024, unless terminated for any reason, including a lack of appropriated funds to compensate services provided under this Agreement, in accordance with Section 6. Any such termination of this Agreement due to failure of the City of Tracy Council to appropriate funds for payment for services under this Agreement shall not be a breach of the Agreement.

2.1.1 Option to Extend. This Agreement may be extended for an additional 2 years by the City Manager following a written determination that Consultant has satisfactorily met all the requirements of this Agreement.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit “B,” attached and incorporated by reference for services performed under this Agreement.

3.1 Not to Exceed Amount. Consultant’s total compensation under this Agreement shall not exceed \$600,000 per calendar year. Consultant’s billing rates shall cover all costs and expenses for Consultant’s performance of this Agreement. Effective January 1, 2022, Consultant’s billing rates under this Agreement may be annually increased in January of each year by the lesser of 3% or the annual increase in the Cost of Living Index – All Items, for the Sacramento Metropolitan Region. No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City’s prior written approval.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed, including times, dates, and names of persons performing the services.

3.2.1 If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City’s designated development application number.

3.2.2 Consultant’s failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

3.3 Payment. Within 30 days after the City’s receipt of invoice(s), City shall make payment to the Consultant based upon the services described on the invoice(s) and approved by the City.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant’s performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

In this section, “City” means the City, its officials, officers, agents, employees and volunteers; “Consultant” means the Consultant, its employees, agents and subcontractors; “Claims” includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and “Arising out of” includes “pertaining to” and “relating to”.

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

The provisions of this section survive completion of the services or the termination of this Agreement, and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

5.1 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) “per occurrence” coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

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

5.4 Professional Liability “claims made” coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

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

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

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

5.6 Notice of Cancellation. Consultant 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 prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

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

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Consultant’s Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination. The City may terminate this Agreement by giving ten days’ written notice to Consultant. Upon termination, Consultant shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant for this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

7. Dispute Resolution. If any dispute arises between the City and Consultant that cannot be settled after engaging in good faith negotiations, City and Consultant agree to resolve the dispute in accordance with the following:

7.1 Each Party shall designate a senior management or executive level representative to negotiate the dispute;

7.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

7.3 If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiations between legal counsel. If the aforementioned process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

7.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

7.5 The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

7.6 The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

8. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

9. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits.

10. Conflicts of Interest. Consultant (including its employees, agents, and sub consultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest.

11. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:
Development Services Department
Attn: Robert Armijo, P.E
City Engineer
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
Advanced Mobility Group
Attn: Beth Clement
Corporate Board Secretary
3003 Oak Road, Suite 100
Walnut Creek, CA 94597

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

13. Miscellaneous.

13.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

13.2 Amendments. 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. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

13.5 Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

13.6 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

13.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

13.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

13.8 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License. Consultant shall maintain an active City of Tracy Business License during the term of this Agreement.

13.9 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

13.10 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

13.11 Severability. 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.

13.12 Controlling Provisions. In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Consultant's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Consultant's proposal (if any), the Exhibits shall control.

13.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

14. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

Advanced Mobility Group
California corporation

By: Nancy D. Young
Title: Mayor
Date: _____


By: Beth Clement
Title: Corporate Board Secretary
Date: _____

Federal Employer Tax ID No. 82-3883515

Attest:

Adrianne Richardson, City Clerk


By: Joy Bhattacharya, PE, PTOE
Title: Vice President
Date: _____

Approved as to form:

Leticia M. Ramirez, City Attorney

Exhibits:

- A Scope of Work, including personnel and time of performance (See Agreement sections 1 and 2.)
- B Compensation (See Agreement section 3.)

EXHIBIT A - Scope of Work

Consultant may be asked to perform the following professional services, among others:

As part of the review of preliminary site plans and development applications, prepare a technical report that contain the results of a traffic analysis and recommendations to be incorporated in the development project conditions of approval.

- a. Evaluate roadway and traffic circulation for Project(s) and verification of conformance to City standards the location of Project(s) access point(s), spacing of driveway, allowed turning-movement at each access point, and level of service of operation of existing intersections(s) and traffic signal(s).
- b. Perform Warrant Analyses to determine the need for and feasibility of installing a traffic signal(s) and/or stop sign(s), and other applicable improvements.
- c. Determine cost share responsibility of benefitting property(s) towards CITY program improvements.
- d. Determine roadway infrastructure assessments for adequacy in capacity and level of service.
- e. Specify specific traffic impacts and recommend mitigation measures. Also determine timing and/or trigger points for the implementation of the recommended mitigation measures based on citywide level of service goals.
- f. Determination of number of lanes, geometric configuration and turning movements of a particular intersection and roadway and right-of-way widths for consistency with the Citywide Roadway & Transportation Master Plan, relevant Specific Plans and City's Traffic Model.
- g. Determine traffic infrastructure improvements needed to serve the Projects, including infrastructure master planning for the study, a summary of findings required by the Mitigation Fee Act (AB 1600), compliance with the Impact Fee Ordinance per Title 13 of the Tracy Municipal Code, Specific Plan reimbursement calculation, preparation of supplements to City's Specific Plan for the particular area being analyzed and relevant portions of the Citywide Roadway & Transportation Master Plan, and providing input to the City's program management consultant(s) relevant to their preparation of addendums to existing Finance and Implementation Plans ("FIP") for various Projects.

As part of the review and approval of final improvement plans for improvements required of the Project(s), Consultant may assist the City in the performance of the following tasks:

- a. Review and provide comments on the signing, striping and traffic signal plans for public improvements. Several reviews may be required depending on the magnitude of the improvements, complexity of issues, and/or quality of re-submittals of improvement plans.
- b. Perform review for compliance with standards on sight distance,
- c. Highway geometrics, approved specific plan area technical analyses, site specific technical analyses, State and City standards acceptable engineering practices and the Project's development conditions of approval.
- d. Provide a Technical Memorandum to the CITY summarizing the Project's roadway and traffic circulation analysis (including any other analysis or traffic study performed), as well as any recommended system modifications.
- e. Attend meetings with the City, and other stakeholders as needed.

As part of the Engineering Design Services, Consultant may assist the City in the performance of the following tasks:

- a. Develop project plans, specifications and cost estimates for Traffic and Transportation Projects in compliance with City of Tracy Design Standards, Caltrans Standards and Specifications, Highway Design Manual and the California Manual on Uniform Traffic Control Devices.
- b. Represent the City Engineer's Office, and perform design services for City Transportation projects involving Caltrans Coordination along the Caltrans Right-of-way on Interstates I-580 and I-205.
- c. Be familiar with the Caltrans requirements and guidelines in all stages of any City project development and implementation along Caltrans Right-of-way, and follow through the requirements as directed by Caltrans District 10, during the different stages of project implementation.
- d. Coordinate with Caltrans, County, other Consultants and any other stakeholders and provide engineering services throughout the project life-cycle, from project initiation, programming, detailed design, bid solicitation support, engineering support during construction and provide as-builts.

Key Personnel:

1. Christopher Thnay, PE
2. Joy Bhattacharya, PE
3. Vasavi Pannala, PE
4. Chris Higbee, PE
5. Steve Au, PE
6. Ray Akkawi, PE
7. Kasra Behbahani
8. Shruti Shrivastava

Subconsultant (VVH Consulting Engineers) Key Personnel:

1. Michael Hayes, PE
2. Robert F. Christensen, PE, QSD
3. Casey Barkman

EXHIBIT B - Compensation

Advanced Mobility Group, Rate Schedule

Associate Engineer	\$160.00 - \$185.00
CAV Technology Manager	\$185.00 - \$195.00
CAV/Smart Cities Specialist	\$135.00 - \$150.00
Communications Marketing Manager	\$145.00 - \$155.00
Engineering Technician	\$100.00 - \$120.00
President	\$300.00
Principal	\$230.00 - \$260.00
Project Administrator	\$100.00 - \$130.00
Project Controls Manager	\$190.00 - \$230.00
Project Controls Specialist	\$145.00 - \$160.00
Project Coordinator	\$100.00 - \$150.00
Project Manager	\$150.00 - \$200.00
Senior Consultant	\$250.00 - \$275.00
Senior Engineer	\$150.00 - \$160.00
Sr. Project Analyst	\$150.00 - \$165.00
Transit Planner	\$150.00 - \$165.00
Vice President	\$220.00 - \$275.00

Subconsultant (VVH Consulting Engineers) Rate Schedule

Principal	\$180.00
Senior Project Manager	\$165.00
Project Manager	\$145.00
Senior Civil Engineer	\$165.00
Civil Engineer	\$145.00
Senior Land Surveyor	\$165.00
Land Surveyor	\$145.00
Senior Designer	\$135.00
Designer	\$125.00
Drafter	\$ 95.00
Administrative/Clerical	\$ 80.00
1-Person Survey Crew	\$135.00
2-Person Survey Crew	\$ 190.00
3-Person Survey Crew	\$ 250.00

RESOLUTION 2021-_____

APPROVING MASTER PROFESSIONAL SERVICES AGREEMENTS WITH KIMLEY-HORN & ASSOCIATES, INC., MARK THOMAS & COMPANY, INC., AND ADVANCED MOBILITY GROUP, INC., TO PROVIDE ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR TRANSPORTATION PROJECTS, AND AUTHORIZING THE DEVELOPMENT SERVICES DIRECTOR TO EXECUTE NOTICES TO PROCEED RELATED TO THE AGREEMENTS, FOR A NOT-TO-EXCEED AMOUNT OF \$600,000 FOR EACH CONSULTANT PER YEAR

WHEREAS, The City is anticipating significant growth over the foreseeable future in its development projects as well as interchanges, and

WHEREAS, The City requires professional engineering services to assess a development project's traffic impacts on the City's roadway system and determine the necessary measures to mitigate these impacts while maintaining the City's goals set by the General and any relevant Specific Plan, and

WHEREAS, The City also requires professional engineering assistance in the design of City Traffic and Transportation projects, and representation of the City Engineer's Office in Transportation Projects that require County or Caltrans coordination, and

WHEREAS, On October 16, 2020, the City published a Request for Proposals (RFP) from Consultants for on-call engineering services for Transportation Projects, and

WHEREAS, On November 17, 2020, staff received a total of seven (7) proposals in response to the RFP, and staff reviewed and rated the proposals and selected Kimley-Horn & Associates, Inc., Mark Thomas & Company, Inc., and Advanced Mobility Group, Inc., and

WHEREAS, The terms for these agreements will expire on March 16, 2024, and can be extended for an additional two (2) years by the City Manager following a written determination that Consultant has satisfactorily met all the requirements of the agreement, and

WHEREAS, The funding for these consultant services will be through a combination of Engineering fees, Cost Recovery Agreements executed with developers, and budgeted CIP projects for which such consultant services are required, and

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy, hereby approves Master Professional Services Agreements with Kimley-Horn & Associates, Inc., Mark Thomas & Company, Inc., and Advanced Mobility Group, Inc., to provide on-call professional engineering services for transportation projects, and authorizes the Development Services Director to execute notices to proceed related to the agreements, for a not-to-exceed amount of \$600,000 for each consultant per calendar year.

* * * * *

The foregoing Resolution 2021-_____ was adopted by the Tracy City Council on the 16th day of March, 2021, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.G

REQUEST

APPROVE (1) A RESOLUTION TO SUMMARILY VACATE A SEGMENT OF PARADISE ROAD FROM ITS INTERSECTION WITH SKYLARK WAY EASTWARD FOR APPROXIMATELY 2,200 FEET; AND (2) A RESOLUTION TO TERMINATE A TEMPORARY ACCESS EASEMENT AND TWO UTILITY EASEMENTS AND APPROVE A FIRST AMENDMENT TO THE DEFERRED IMPROVEMENT AGREEMENT FOR NORTHEAST INDUSTRIAL AREA (NEI), PHASE 2, PARCEL 28, PROLOGIS PARK OLIVERA (PROLOGIS – II), PROLOGIS PROPERTY

EXECUTIVE SUMMARY

Staff recommends that the City Council approve two resolutions. The first resolution would summarily vacate a segment of Paradise Road from its intersection with Skylark Way eastward for approximately 2,200, and authorize the City Clerk to record the resolution in the official records of San Joaquin County. The second resolution would terminate three temporary easements (one for public access for Paradise Road in the same location and two for storm drain improvements and maintenance adjacent to Paradise Road), approve a first amendment to the Deferred Improvement Agreement for Northeast Industrial Area (NEI), Phase 2, Parcel 28, Prologis Park Olivera (Prologis – II), Prologis Property (the “DIA”), and authorize the City Clerk to record the first amendment and the Termination of Easements.

Both of these resolutions are necessary to enable Prologis to proceed with development of the recently approved Project Big Bird in the City’s Northeast Industrial Area Specific Plan.

DISCUSSION

On April 21, 2009, that certain Parcel Map for Condominium Purposes (the “Parcel Map”) was recorded in the official records of San Joaquin County, in accordance with which the City accepted offers of dedication for (i) a temporary access easement over Parcel 9 for the future construction of a segment of Paradise Road, and (ii) two (2) temporary storm drain easements over Parcels 7 and 8, adjacent to Paradise Road, as shown on the Parcel Map.

On September 08, 2010, City and Developer’s predecessor entered into the DIA, which, among other things, requires Developer to design and construct an extension of Paradise Road in a specific alignment between Skylark Way and N. Chrisman Road, as shown on the Parcel Map recorded on April 21, 2009.

Between 2010 and 2020, Developer completed certain interim improvements for the extension of Paradise Road, which allow for public use thereof in the location shown on the Parcel Map and described in the DIA.

At its November 10, 2020 City Council meeting, the City approved Project Big Bird (Application Number D20-0017) subject to various Conditions of Approval. Among other things, the Project Big Bird approval and Conditions of Approval permit the construction of certain structures in the location of the existing Paradise Road interim improvements and require the relocation of Paradise Road approximately 200 feet south of its existing location as shown on the Parcel Map and described in the DIA.

To facilitate the development of Project Big Bird as approved by the City Council and address the relocation of Paradise Road, Developer has asked City to take the following actions:

- terminate the easements recorded in the 2009 Parcel Map by executing and recording a Termination of Easements document in substantially the form of Attachment A hereto;
- execute a First Amendment to the DIA, in substantially the form of Attachment B hereto, to remove the obligation to complete the construction of Paradise Road in its existing location; and
- close and vacate Paradise Road from Skylark Way eastward for approximately 2,200 feet, as shown on Exhibit 1 to Attachment A hereto.

With the relocation of Paradise Road approved by the City on November 10, 2020, the summary vacation of the existing Paradise Road is allowed by and conforms with Sections 8330 and 8334 of the California Streets and Highways Code.

ENVIRONMENTAL REVIEW

The potential environmental effects of the actions authorized by the two resolutions were all adequately identified and addressed in full compliance with the California Environmental Quality Act ("CEQA") during the environmental review process for Project Big Bird.

FISCAL IMPACT

Developer has paid the applicable engineering review fees, which include the cost of processing of the First Amendment, and Developer pays the costs of the summary vacation, easement preparation and related documents and costs.

STRATEGIC PLAN

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

RECOMMENDATION

Staff recommends that the Tracy City Council approve two resolutions to (1) summarily vacate Paradise Road as described herein, and (2) terminate the temporary access easement and temporary storm drain easements as described herein, approve a First Amendment to the DIA.

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

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

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – Termination of Easements

Attachment B – First Amendment to Deferred Improvement Agreement

Attachment C – Resolution Summarily Vacating Paradise Road and Authorizing Recording Thereof

Attachment D – Resolution Termination Easements and Authorizing Recording of Termination
of Easements and First Amendment to Deferred Improvement Agreement

RECORDING REQUESTED BY:

WHEN RECORDED RETURN TO:

Prologis, L.P.
[Tracy NEI]
Attn: Mae Harris
1800 Wazee Street, Suite 500
Denver, CO 80202

TERMINATION OF EASEMENTS
(Temporary Access Easement & Temporary Storm Drain Easements)

This Termination of Easements (this “Termination”) is executed to be effective as of March __, 2021 (the “Effective Date”), by City of Tracy, a municipal corporation (“City”), and PROLOGIS, L.P., a Delaware limited liability company (“Prologis”).

Recitals

WHEREAS, City is the Grantee of that certain Temporary Right-of-Way Easement (Parcel 9) with an area of 3.1728 +/- acres (also referred to as the “Temporary Access Easement over Parcel 9”) and Temporary Storm Drain Easements (Parcel 8 and Parcel 7) with areas of 10.0882 +/- acres and 5.8060 +/- acres respectively (also referred to as the “Temporary Storm Drain Easement Over and Across Parcels 7 and 8”) contained on that certain Parcel Map for Condominium Purposes recorded April 21, 2009 in Book 25, Page 40 of Parcel Maps in the Official Records of San Joaquin County, California and further shown on Exhibit A (collectively, the “Easements”); and

WHEREAS, Prologis owns the land burdened by the Easements; and

WHEREAS, City and Prologis desire and agree to terminate the Easements; and

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Easements are hereby terminated, and shall be of no further force and effect, and neither City nor Prologis shall have further obligations with regard to the Easements, from and after the Effective Date.

This Termination may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement.

[Signature page follows]

IN WITNESS WHEREOF, City and Prologis have entered into this Termination to be effective as the Effective Date.

CITY OF TRACY
a municipal corporation

Nancy Young, Mayor
Date: _____

Attest:

Adrianne Richardson, City Clerk

Approved as to form:

Leticia Ramirez, City Attorney

(Affix seal here)

PROLOGIS, L.P.,
a Delaware limited partnership

By: Prologis, Inc.,
a Maryland corporation
its general partner

By: _____
Name: _____
Title: _____

EXHIBIT A – Plat and Legal Description **[BEING PREPARED BY KIER & WRIGHT]**
[IS THIS NECESSARY?]

(Affix seal here)

Recording Requested By:

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

And When Recorded Mail To:

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

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

**CITY OF TRACY
FIRST AMENDMENT TO THE DEFERRED IMPROVEMENT AGREEMENT
NORTHEAST INDUSTRIAL AREA (NEI), PHASE 2, PARCEL 28
PROLOGIS PARK OLIVERA (PROLOGIS – II)
PROLOGIS PROPERTY**

This **FIRST AMENDMENT TO THE DEFERRED IMPROVEMENT AGREEMENT, NORTHEAST INDUSTRIAL AREA (NEI), PHASE 2**, (hereinafter "First Amendment") is made and entered into by and between the **CITY OF TRACY**, a municipal corporation (hereinafter "City"), on one hand, and **PROLOGIS, L.P.**, a Delaware limited partnership, successor by merger of Grant Chrisman LLC, a Delaware limited liability company, **PROLOGIS AMAZON TRACY LLC**, a Delaware limited liability company, **PAC CORPORATE CENTER TRACY, LLC**, a Delaware limited liability company, successor by name change to **CATELLUS CORPORATE CENTER TRACY, LLC**, a Delaware limited liability company, and **PROLOGIS LOGISTICS SERVICES INCORPORATED**, a Delaware corporation, on the other hand (hereinafter, "Developer").

RECITALS

- A. On or about August 20, 2010, City and Catellus Corporate Center Tracy, LLC, Developer's predecessor, entered into that certain Deferred Improvement Agreement, Northeast Industrial Area, Phase 2 (the "DIA") relating to Parcel 28, recorded in the official records of San Joaquin County as Document Number 2010-117968.
- B. The DIA sets forth various conditions of approval imposed on the NEI Phase 2 project (the "Project") which, among other things, require Developer to design and construct the extension of Paradise Road west of Chrisman Road as described in Exhibit D to the DIA.
- C. At a City Council meeting on November 10, 2020, City issued Conditions of Approval for Project Big Bird (Application Number D20-0017). Among other things, these Conditions of Approval require the realignment of Paradise Road approximately 200-ft south of the location described in Exhibit D to the DIA.
- D. The Developer has submitted improvement plans for the realignment of Paradise Road as described in the Conditions of Approval issued on November 10, 2020, and will be executing an Off-Site Improvement Agreement with City to implement such improvements plans.

- E. With this First Amendment, City and Developer now wish to confirm that Developer is no longer obligated to design and construct the extension of Paradise Road west of Chrisman Road improvements at the location identified in the DIA.

NOW THEREFORE, CITY AND DEVELOPER MUTUALLY AGREE AS FOLLOWS:

1. **INCORPORATION BY REFERENCE.** This First Amendment hereby incorporates by reference all terms and conditions set forth in the DIA unless specifically modified by this First Amendment. All terms and conditions set forth in the DIA not specifically modified by this First Amendment shall remain in full force and effect.
2. **AMENDMENTS TO THE DEFERRED IMPROVEMENT AGREEMENT.**
 - 2.1. Amendment to Exhibit D to the DIA. Exhibit D of the DIA is hereby amended to delete item II.1. on page 1 of 3 of Exhibit D.
3. **SIGNATURES.** The individuals executing this First Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this First Amendment on behalf of the respective legal entities of Developer and City. This First Amendment shall inure to the benefit of and be binding upon Developer and City and their respective successors and assigns.

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, City and Developer hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,
a municipal corporation

By: Nancy Young
Title: MAYOR
Date: _____

Attest:

By: Adrienne Richardson
Title: CITY CLERK
Date: _____

Approved as to Form:

By: Leticia Ramirez
Title: CITY ATTORNEY
Date: _____

DEVELOPER:

PROLOGIS, L.P.
a Delaware limited partnership

By: Prologis, Inc.,
a Maryland corporation,
its general partner

By: 
Name: J. Scott Best
Title: GP

[signatures continue on the following page]

NOTARY ACKNOWLEDGMENT

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

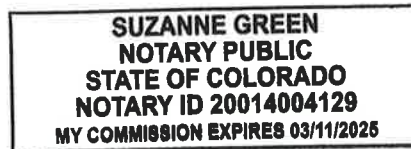
STATE OF COLORADO)
) §
City and County of Denver)

On March 8th, 2021, before me, Suzanne Green a Notary Public, personally appeared Jason E. Bost 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.

Suzanne Green
Signature of Notary



(Affix seal here)

[signatures continue]

PAC CORPORATE CENTER TRACY LLC,
a Delaware limited liability company

By: PAC Operating Limited Partnership,
a Delaware limited partnership
its sole member

By: Palmtree Acquisition Corporation
a Delaware corporation
its general partner

By: [Signature]
Name: Jason E. Bost
Title: VP

NOTARY ACKNOWLEDGMENT

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

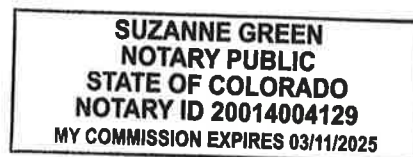
STATE OF COLORADO)
) §
City and County of Denver)

On March 8th, 2021, before me, Suzanne Green a Notary Public, personally appeared Jason E. Bost 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]
Signature of Notary



(Affix seal here)

[signatures continue]

PROLOGIS AMAZON TRACY LLC,
a Delaware limited liability company

By: Prologis, L.P.,
a Delaware limited partnership
its sole member

By: Prologis, Inc.,
a Maryland corporation
its general partner

By: [Signature]
Name: Jason E. Bost
Title: VP

NOTARY ACKNOWLEDGMENT

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

STATE OF COLORADO)
) §
City and County of Denver)

On March 8th, 2021, before me, Suzanne Green a Notary Public, personally appeared Jason E. Bost 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]
Signature of Notary

**SUZANNE GREEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20014004129
MY COMMISSION EXPIRES 03/11/2025**

(Affix seal here)

[signatures continue]

PROLOGIS LOGISTICS SERVICES INCORPORATED,
a Delaware corporation

By: _____

Name: _____

Title: _____

JEB
Jason E. Best
VP

NOTARY ACKNOWLEDGMENT

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

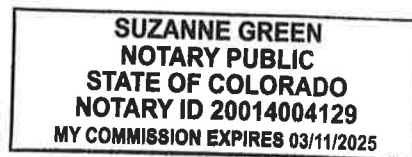
STATE OF COLORADO)
) §
City and County of Denver)

On March 8th, 2021, before me, Suzanne Green a Notary Public, personally appeared Jason E. Best 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.

Suzanne Green
Signature of Notary



(Affix seal here)

RESOLUTION 2021-_____

SUMMARILY VACATING PARADISE ROAD FROM ITS INTERSECTION WITH SKYLARK
WAY EASTWARD FOR APPROXIMATELY 2,200 FEET

WHEREAS, On November 10, 2020, the City Council approved Project Big Bird
(Application Number D20-0017) subject to various Conditions of Approval, and

WHEREAS, The Project Big Bird approval and the associated Conditions of Approval
allow Developer to construct certain structures in the location of the Paradise Road and require
Developer to relocate Paradise Road approximately 200 feet to the south of its existing location,
and

WHEREAS, Due to the approved relocation of Paradise Road, the existing Paradise
Road is no longer necessary for present or future public use and meets the requirements for
summary vacation set forth in Sections 8330 and 8334 of the California Streets and Highways
Code and Section 2.20.300 of the Tracy Municipal Code;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy
hereby summarily vacates Paradise Road from its intersection with Skylark Way eastward for
approximately 2,200 feet as shown on Exhibit 1 hereto, and authorizes the City Clerk to record
this resolution in the official records of San Joaquin County.

* * * * *

The foregoing Resolution 2021-_____ was passed and adopted by the Tracy City
Council on the 16th day of March 2021, by the following vote:

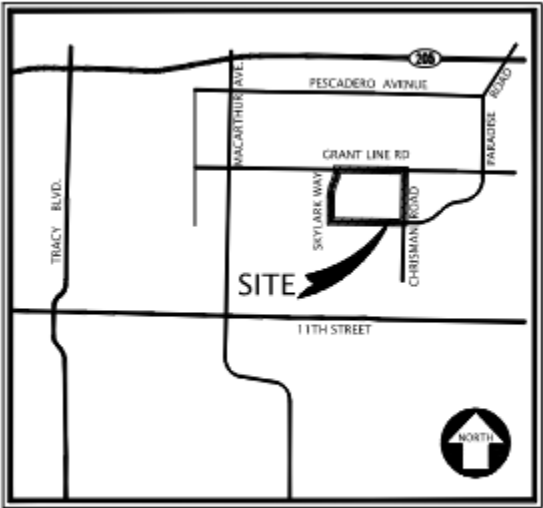
AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

MAYOR

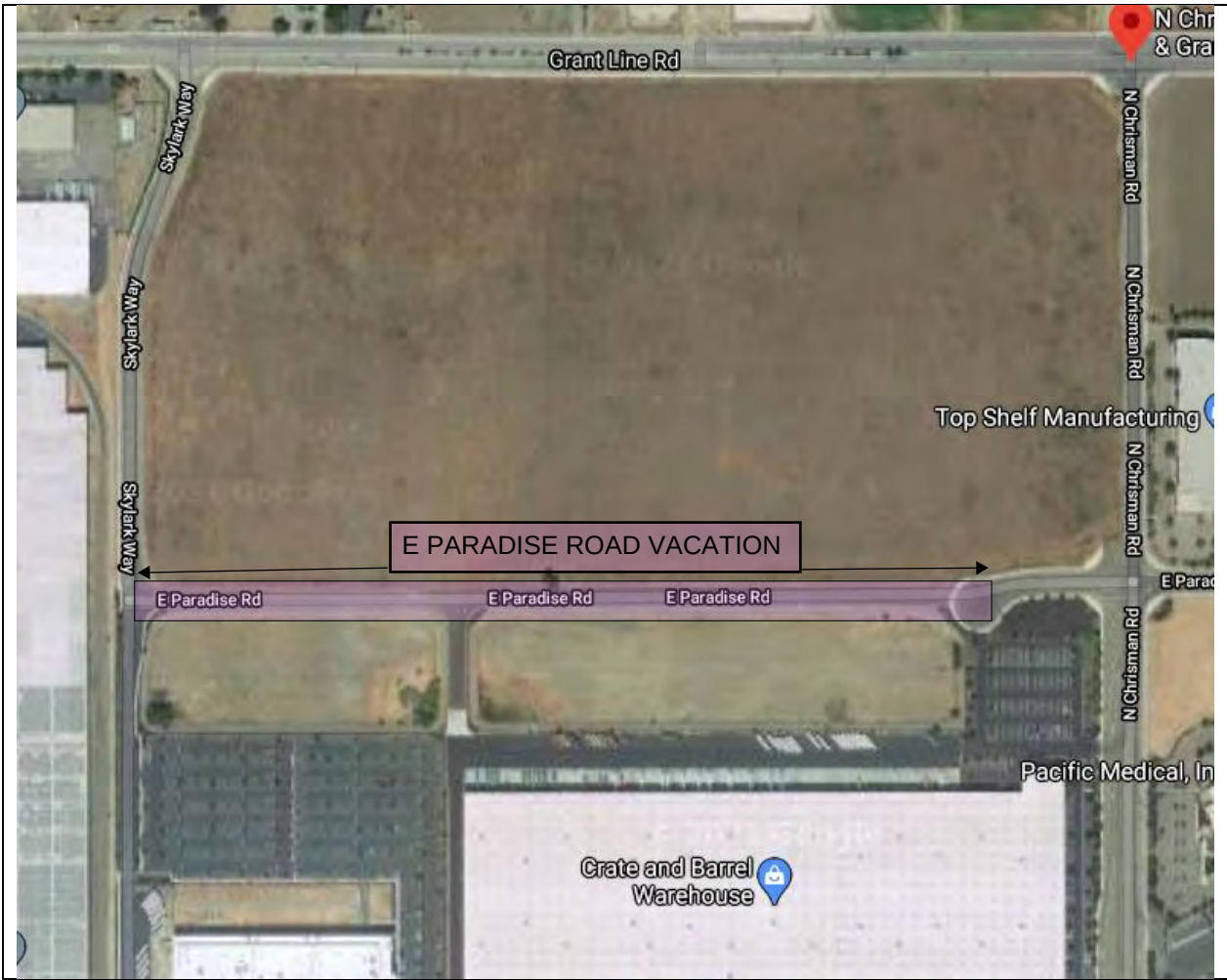
ATTEST:

CITY CLERK

EXHIBIT 1 – EXISTING PARADISE ROAD VACATION



VICINITY MAP
N.T.S.



RESOLUTION 2021-_____

APPROVING THE FIRST AMENDMENT TO THE DEFERRED IMPROVEMENT AGREEMENT,
NORTHEAST INDUSTRIAL AREA, PHASE 2, PARCEL 28, PROLOGIS PARK OLIVERA
(PROLOGIS II) – PROLOGIS PROPERTY AND APPROVING THE TERMINATION OF A
TEMPORARY ACCESS EASEMENT AND TWO (2) TEMPORARY STORM DRAIN
EASEMENTS

WHEREAS, On April 21, 2009, that certain Parcel Map for Condominium Purposes (the “Parcel Map”) was recorded in the official records of San Joaquin County, in accordance with which the City of Tracy accepted offers of dedication for (i) a temporary access easement over Parcel 9 for the future construction of a segment of Paradise Road, and (ii) two (2) temporary storm drain easements over Parcels 7 and 8, adjacent to Paradise Road, as shown on the Parcel Map, and

WHEREAS, On September 08, 2010, City and Developer entered into that certain Deferred Improvement Agreement, Northeast Industrial Area, Phase 2, Parcel 28, Prologis Park Olivera (Prologis II) – Prologis Property (the “DIA”), which, among other things, requires Developer to design and construct an extension of Paradise Road from its intersection with Skylark Way east to connect with N. Chrisman Road, and

WHEREAS, Between 2010 and 2020, Developer completed certain interim improvements for the extension of Paradise Road, which allow for public use thereof in the location shown on the Parcel Map and described in the DIA, and

WHEREAS, On November 10, 2020, the City Council approved Project Big Bird (Application Number D20-0017) subject to various Conditions of Approval, and

WHEREAS, The Project Big Bird approval and the associated Conditions of Approval allow Developer to construct certain structures in the location of the Paradise Road easement and extension described in the Parcel Map and the DIA, and require Developer to relocate Paradise Road approximately 200 feet to the south of said location, and

WHEREAS, Due to the approved relocation of Paradise Road, the easements described in the Parcel Map and accepted by the City are no longer necessary, and the obligation in the DIA to complete the construction of Paradise Road in that location is no longer applicable, and

WHEREAS, To facilitate Project Big Bird development as approved by the City, Developer has asked City to execute an amendment to the DIA in substantially the form of the First Amendment to Deferred Improvement Agreement attached hereto as Exhibit A, and to execute a Termination of Easements document in substantially the form of Exhibit B hereto, and to authorize the City Clerk to record the executed documents in the official records of San Joaquin County;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the First Amendment to the DIA in substantially the form of Exhibit 1 hereto, approves the Termination of Easements document in substantially the form of Exhibit 2 hereto, and authorizes the City Clerk to record each such document in the official records of San Joaquin County.

* * * * *

The foregoing Resolution 2021-_____ was passed and adopted by the Tracy City Council on the 16th day of March 2021, 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 PARK IMPROVEMENT AND REFUND AGREEMENT FOR ELLIS DOG PARK, AND AUTHORIZE THE CITY CLERK TO FILE THE AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

EXECUTIVE SUMMARY

Approval of the Park Improvement and Refund Agreement (Agreement) will allow Woodside 05N LP; A California Limited Partnership Company, (Developer) to proceed with construction of park improvements associated with the development of Ellis Dog Park, authorize fee credits and refund of park fees paid, and also will allow the City, upon satisfactory completion of the park improvements, to accept the offer of dedication of the Park Site and take ownership of the park.

DISCUSSION

Woodside Homes, LP is the owner of Ellis Gardens Phases 1, 2, and 3 (Tract 3877, 3906, and 3907) in the Ellis Specific Plan Area.

The Tentative Map for Ellis Gardens which was approved by the Planning Commission on July 23, 2014, and the Final Subdivision Maps for Tract 3877, Tract 3907, and Tract 3907 which was approved by the City Council by Resolutions No. 2019-075, -076, and -077 on April 16, 2019 and created 222 residential lots.

On August 20, 2013, the City Council approved the Ellis Program Area Finance Implementation Plan (the "Ellis FIP") by Resolution No. 2013-136. The Ellis FIP established the Neighborhood Park impact fees applicable to the Gardens Subdivisions for the construction of neighborhood parks.

In accordance with Ellis FIP, City prepared the Agreement that describes eligible fee credits and refunds of park fees paid. Upon execution of this Agreement and provision to the City of the required improvement security, the Developer will receive credit in the amount of \$1,351,434 against its obligation to pay the Park Fee portion of the Neighborhood Park fees. Per the Agreement, Woodside Homes, LP will receive a refund of \$505,266 for the Park Fees paid.

Woodside Homes, LP will construct the Ellis Dog Park in a 2.41-acre parcel within Parcel "C" of Tract No. 3764 on Summit Drive. Upon satisfactory completion of the Ellis Dog Park improvements by Woodside Homes, LP, Woodside Homes shall cause the owner of the Park Site to make an irrevocable offer of dedication of the Park Site and improvements to the City. The City will accept the offer of dedication of the Park Site and will take ownership of the park Improvements.

The Developer has submitted the Improvement Plans for the required park improvements. Staff has reviewed the plans and found them to be complete. The Developer has executed the Agreement and submitted the required security to

guarantee completion of the park improvements. The Agreement and Improvement Plans are on file with the City Engineer and are available for review upon request.

FISCAL IMPACT

The refund of Park Fees shall be from impact fees previously collected from the Developer.

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

STRATEGIC PLAN

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

RECOMMENDATION

That City Council, by resolution, approve the Park Improvement and Refund Agreement for Ellis Dog Park, and authorize the City Clerk to file the Agreement with the Office of the San Joaquin County Recorder.

Prepared by: Nanda Gottiparthi, PE, SNG & Associates

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

Approved by: Jenny Haruyama, City Manager

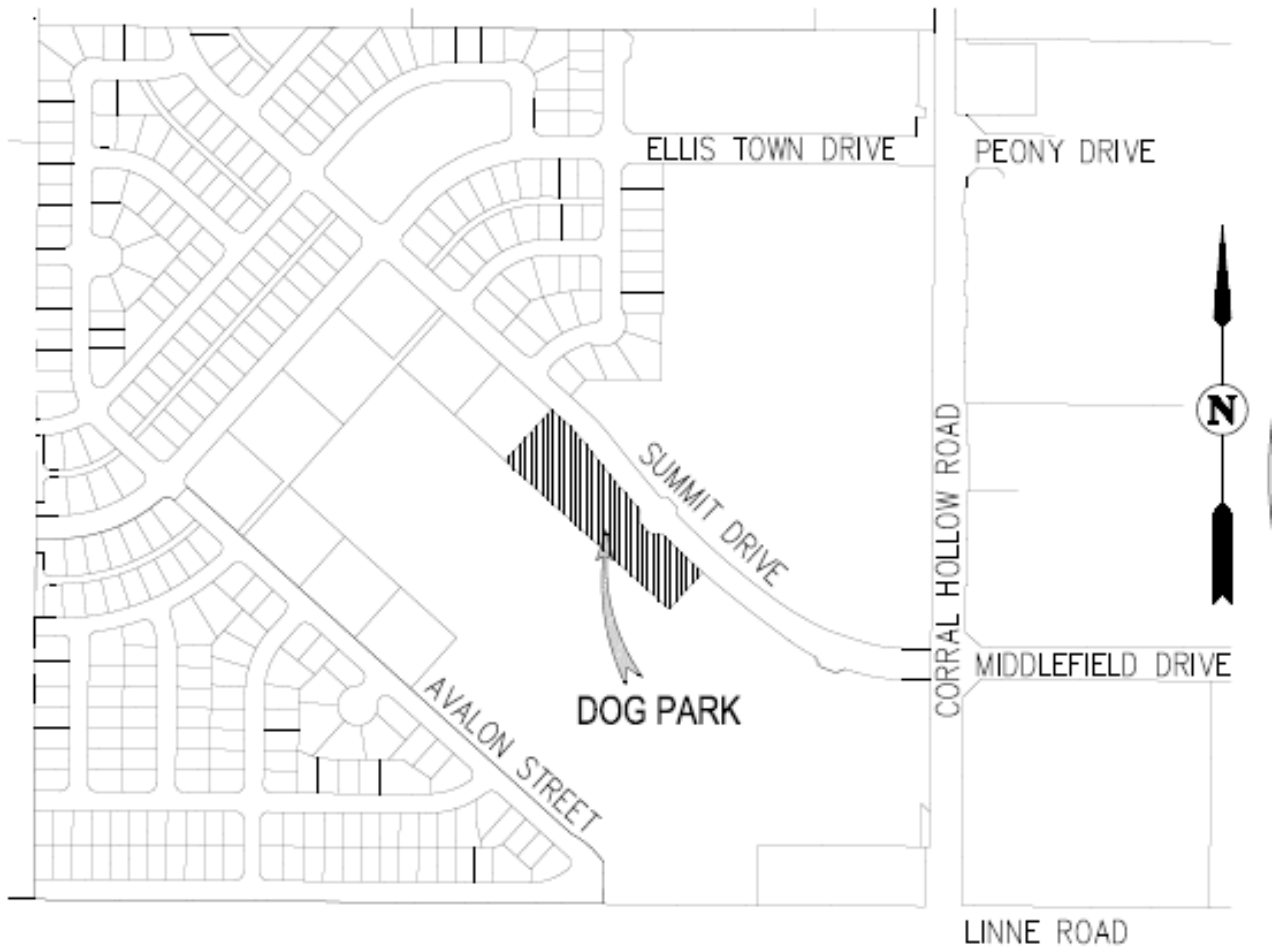
ATTACHMENTS

Attachment A – Location Map

Attachment B – Park Improvement and Refund Agreement

ATTACHMENT A

Location Map



ELLIS SITE
NOT TO SCALE

Recording Requested By
City of Tracy
Development Services Department
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:
City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attention: Al Gali

**CITY OF TRACY
PARK IMPROVEMENT & REFUND AGREEMENT
ELLIS DOG PARK**

This **PARK IMPROVEMENT AND REFUND AGREEMENT** ("Agreement") is made and entered into by and between the **CITY OF TRACY**, a municipal corporation ("City") and **WOODSIDE 05N LP.**, a California limited liability company ("Developer").

RECITALS

- A.** Developer is the owner of those certain properties known as Ellis Gardens, Tract 3877, Tract 3906, and Tract 3907 (collectively, the "**Property**").
- B.** The Property has been subdivided to create 222 residential lots by (i) the Tentative Subdivision Map approved by the Planning Commission on July 23, 2014 ("**Tentative Map**"), and (ii) the Final Subdivision Maps ("**Final Maps**") approved by the City Council by Resolutions Nos. 2019-075, -076 and -077 on April 16, 2019.
- C.** On April 16, 2019, the City Council also approved the Agreement for Deferral of Certain Impact Fees for the Property by Resolution 2019-078 (the "**Impact Fee Deferral Agreement**"), pursuant to which City has agreed to defer the payments of impact fees for the Property until the close of escrow of a residential home or up to twenty-four (24) months from the final inspection of a residential home.
- D.** The Neighborhood Park Fees ("**NP Fees**") are impact fees applicable to the Property, the amount of which is established by the Ellis Program Area Finance Implementation Plan (the "**Ellis FIP**") approved by the City Council on August 20, 2013, by Resolution No. 2013-136.
- E.** As determined by the Ellis FIP, the amount of the NP Fee applicable to the Property is \$6,313 per Single Family Dwelling Unit ("**SFDU**"), of which \$225.46 is for management of the fee program (the "**PM Fees**") and \$6,087.54 is for the construction of neighborhood parks (the "**Park Fees**").

- F. Upon executing this Agreement and providing City with the improvement security described in Section 10 hereof (the "**Improvement Security**"), Developer shall receive credit against its obligation to pay the Park Fee portion of the NP Fees for the Property in the amount of \$1,351,433.88. Because Developer's credit equals the total of Developer's Park Fees obligation for the entire Property, upon execution of this Agreement and providing the Improvement Security, Developer will be required to pay only the PM Fee portion of the NP Fees, in the amount of \$225.46, for each and all 222 SFDUs on the Property, and Developer's obligation to pay the Park Fees portion of the NP Fees will be satisfied in full.
- G. As of January 31, 2021, Developer has paid to the City \$284,085.00 (\$6,313 x 45) in NP Fees at the issuance of building permits for 45 SFDUs on the Property, including \$273,939.30 (\$6,087.54 x 45) in Park Fees and \$10,145.70 (\$225.46 x 45) in PM Fees.
- H. As of January 31, 2021, pursuant to the Impact Fee Deferral Agreement, Developer has paid to the City \$239,894.00 (\$6,313 x 38) in NP Fees at the close of escrow for 38 SFDUs on the Property, including \$231,326.52 (\$6,087.54 x 38) in Park Fees and \$8,567.48 (\$225.46 x 38) in PM Fees.
- I. Because Developer's NP Fee credits will fully satisfy Developer's obligation to pay the Park Fees portion of the NP Fees, and because as of January 31, 2021, Developer has paid Park Fees, either at the issuance of building permits or at the close of escrow, for 83 SFDUs on the Property in the amount of \$505,265.82, the City shall, within sixty (60) calendar days of the later of Developer's execution of this Agreement and provision of the Improvement Security, refund to Developer the amount of \$505,265.82 (\$6,087.54 x 83), for the Park Fees Developer paid on or prior to January 31, 2021, as set forth in Exhibit B hereto.
- J. Because Developer's NP Fee credits will fully satisfy Developer's obligation to pay the Park Fees portion of the NP Fees, upon Developer's execution of this Agreement and provision of the required Improvement Security: (a) Developer's obligation to pay NP Fees for each SFDU requiring the issuance of a building permit on and after Developer's execution of this Agreement and providing City with the Improvement Security, shall be modified to require payment of only the PM Fee portion of the NP Fees (\$225.46), and Developer shall not be required to pay the Park Fees portion of such NP Fees (\$6,087.54), whether the NP Fee payment is made at the issuance of the building permit or at the close of escrow; and (b) to the extent that Developer has paid or will pay any additional Park Fees beyond the Park Fees for the 80 SFDUs described in Recital I above, the City shall refund such Park Fees to Developer as described in Section 6 of this Agreement.
- K. Upon Developer's completion of the neighborhood park improvements on the Park Site, Developer shall cause the owner of the Park Site to make an irrevocable offer of dedication of the Park Site and improvements to the City. Such irrevocable offer of dedication shall be approved in substance by the City Engineer and approved in form by the City Attorney.

- L. The Parties now desire to set forth herein the terms by which Developer will construct and complete the neighborhood park improvements on the Park Site, as shown on the Thirty One (31) sheets of improvement plans entitled "Ellis Dog Park" prepared by Gates + Associates of San Ramon, California (the "Plans and Specifications"), and incorporated herein by reference, and by which Developer will receive credit against its obligation to pay the Park Fee portion of NP Fees for development of the Property. Developer's construction and completion of the park improvements on the Park Site, in accordance with the Plans and Specifications and to the reasonable satisfaction of the City Engineer, may be referred to herein as the "Work."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **INCORPORATION OF TRUE AND CORRECT RECITALS.** Each party has reviewed the recitals set forth above and agrees that all facts set forth therein are true and correct. The recitals set forth above are incorporated into this Agreement as though set forth in full herein.
2. **TIME OF PERFORMANCE.** Time is of the essence in the performance of the requirements of this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Each party shall commence performance, and shall complete all required performance, no later than the dates set forth in this Agreement. No party may request an extension of time, unless a written request is made to the other party no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.
 - 2.1. **Commencement of Work.** No later than fifteen (15) days prior to the commencement of Work, Developer shall provide written notice to the City Engineer of the date on which Developer shall commence Work. Developer shall not commence Work until after the notice required by this Section 2.1 is properly made and shall not commence Work prior to the date specified in the written notice unless otherwise authorized by City.
 - 2.2. **Schedule of Work.** Concurrently with the written notice of commencement of Work, Developer shall provide the City Engineer with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Developer's prosecution of the Work.
 - 2.3. **Completion of Work.** Developer shall complete all the Work no later than twenty-four (24) months after the date specified by Developer in the Notice of Commencement of Work submitted pursuant to Section 2.1 above, subject to any extensions of time granted pursuant to the applicable provisions of the Tracy Municipal Code. This 24-month period shall include the 90-day Establishment Period for plantings and landscaping required by the City. The Work shall be considered complete when the City Engineer or its designee has notified Developer that it has satisfactorily completed all items on the punch list and the 90-day Establishment Period has expired. In addition, in the event that the Work is not completed within fifteen (15) months of the date specified by

Developer in the Notice of Commencement of Work, then Developer shall pay an additional Inspection Fee in an amount equal to three percent (3.0%) of the Inspection Fee (as defined in Section 14) that would be due for the remainder of the Work to be inspected as of that date

3. **CONVEYANCE OF THE PARK SITE.** Promptly upon Developer's satisfactory completion of the Work, as reasonably determined by the City Engineer, Developer shall cause the owner of the Park Site to make an irrevocable offer of dedication of the Park Site and the completed improvements as specified in Recital K of this Agreement. City's release of Developer's Improvement Security described in Section 10 is subject to the owner of the Park Site making the irrevocable dedication of the Park Site to the City as described in Recital K, and City's acceptance of such offer of dedication is subject to the City Engineer's determination of satisfactory completion of the Work.
4. **SCOPE OF WORK.** Developer shall perform, or cause to be performed, the Work (as defined in Recital L) to the reasonable satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at Developer's expense, in the manner described in the Plans and Specifications. No material change shall be made to the approved Scope of Work unless authorized in writing by the City Engineer at the request of the Developer. Developer may submit a written request to the City Engineer for a change in the Scope of Work, as required by the applicable provisions of the Tracy Municipal Code.
5. **PARK FEE CREDITS.** Upon Developer's execution of this Agreement and providing the City with the Improvement Security, Developer will receive NP Fee credits in an amount equal to \$1,351,433.88, which NP Fee credits are equal to the Park Fee portion of the NP Fees for each and all of the 222 SFDUs on the Property. Accordingly, Developer shall have no further obligation to pay the Park Fee portion of the NP Fees for the remaining SFDUs on the Property, whether such payment would otherwise be due at the issuance of building permit or at the close of escrow pursuant to the Impact Fee Deferral Agreement.
6. **REFUNDS OF PARK FEES PAID.** Upon Developer's execution of this Agreement and providing City with the Improvement Security, Developer will be entitled to a refund of the Park Fees portion of all NP Fees that Developer previously paid to the City. As of January 31, 2021, Developer has paid Park Fees to City for 83 SFDUs in the amount of \$505,265.82, which amount City shall refund to Developer not later than sixty (60) days following the later of Developer's execution of this Agreement and provision of the Improvement Security. In addition, if Developer pays to City any additional Park Fees for SFDU's on the Property on or after January 31, 2021, whether such payment is made at the issuance of building permit or at the close of escrow, Developer will be entitled to a refund of such Park Fees within sixty (60) days of Developer's submitting to City written documentation, to the reasonable satisfaction of the City Engineer, of Developer's having made such payment. Both Developer's eligibility for Park Fee refunds and the City's obligation to pay such Park Fee refunds, as set forth in this Agreement, are strictly limited to Park Fees actually paid by Developer and received by the City, and in no event shall City be responsible for or required to pay a refund to Developer for Park Fees not actually

received by the City and described in written documentation to the reasonable satisfaction of the City Engineer.

7. **NO EFFECT ON OBLIGATIONS TO PAY COMMUNITY PARK FEES.** Nothing in this Agreement is intended to or shall affect Developer's obligation to pay Community Park Fees.
8. **SUBDIVIDER'S AUTHORIZED REPRESENTATIVE.** At all times during the progress of the Work, Developer shall have a competent foreman or superintendent (hereinafter "Authorized Representative") on site with authority to act on behalf of Developer. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, upon request by the City Engineer provide the City Engineer the names and telephone numbers of all contractors and subcontractors performing the Work.
9. **LOCATION OF PERFORMANCE.** Developer shall perform all Work at the locations and grades shown on the Plans and Specifications or as otherwise approved by the City Engineer. Any easement or right-of-way necessary for the performance of the Work shall be acquired by Developer at Developer's sole cost and expense.
10. **IMPROVEMENT SECURITY.** Concurrently with the execution of this Agreement by Developer, and prior to the commencement of the Work, Developer shall furnish improvement security, in a form authorized by the Subdivision Map Act (Government Code sections 66499 et seq.) and Section 12.36.080 of the Tracy Municipal Code, in the following amounts:
 - 10.1. **Faithful Performance** security in the amount of **\$ 1,129,500.00** to secure faithful performance of this Agreement.
 - 10.2. **Labor and Material** security in the amount of **\$ 1,129,500.00** to secure payment to all laborers and materialmen (until the date of which claims are required to be made by laborers and materialmen).
 - 10.3. **Warranty** security in the amount of **\$ 112,950.00** to secure faithful performance of this Agreement (from the date on which the City Council accepts the Work as complete until one year thereafter).
11. **INSURANCE.** Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall furnish evidence to City that all of the following insurance requirements have been satisfied.
 - 11.1. **General.** Developer shall, throughout the duration of this Agreement, maintain insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.
 - 11.2. **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) coverage shall be maintained in an amount not less than \$3,000,000 general aggregate (\$1,000,000 for contractors and subcontractors

that insure themselves) and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

- 11.3. **Automobile Liability** (with coverage at least as broad as ISO form CA 00 01 07 97, for “any auto”) coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage. If Developer has no employees, or does not own automobiles, then “hired autos” and “non-owned autos” coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
- 11.4. **Workers’ Compensation** coverage shall be maintained as required by the State of California.
- 11.5. **Endorsements**. Developer shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:
 - 11.5.1 City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an additional “insured.”
 - 11.5.2 For any claims related to this Agreement, Developer’s coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Developer’s insurance and shall not contribute with it.
- 11.6. **Notice of Cancellation**. Developer shall provide thirty (30) days prior written notice to City should the policy be canceled before the expiration date. Developer shall provide written notice to City five (5) calendar days prior to making any material change in the policy that does not constitute cancellation and that would impair City’s coverage under this Agreement.
- 11.7. **Authorized Insurers**. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.
- 11.8. **Insurance Certificate**. Developer shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City Attorney.
- 11.9. **Substitute Certificates**. Promptly following the expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.
- 11.10. **Developer’s Obligation**. Maintenance of insurance by Developer as specified in this Agreement shall in no way be interpreted as relieving Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and Developer may carry, at its own expense, such additional insurance as it deems necessary.

12. PERMITS, LICENSES, AND COMPLIANCE WITH LAW. Developer shall, at Developer's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. The Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

13. INSPECTION BY CITY. In order to permit City to inspect the Work, Developer shall, at all times, provide to City proper and safe access to the Work site and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

14. INSPECTION FEES. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay City Inspection Fees in the amount of three and one-half percent (3 1/2 %) of the estimated costs of the Work (as approved by the City Engineer).

15. DEFAULT.

15.1. In the event that Developer is in default of this Agreement, as defined in this Section 15, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.

15.2. Developer shall be in default of this Agreement if any one of the following conditions exist:

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

15.2.2 Developer abandons the Work Site.

15.2.3 Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance in accordance with Section 15.3 below.

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

15.2.5 Developer violates any legal requirement related to the Work.

15.3. In the event that Developer fails to cure the default within ten (10) days, or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, City may, at the reasonable discretion of the City Engineer, take any or all of the following actions:

15.3.1 Cure the default and charge Developer for the actual costs therefor,

including administrative costs and interest in an amount equal to seven percent (7%) per annum from the date of default.

15.3.2 Demand that Developer complete performance of the Work.

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

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

16. **REPAIR OF ANY DAMAGE.** In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall commence, within five (5) calendar days of receiving notice of such damage caused by the Developer or its representatives, and diligently continue to completion, the repair or replacement (as necessary) of the damaged property; provided that, Developer may defer such repairs or replacement of the damaged property pursuant to the written agreement of the property owner.

17. **ACCEPTANCE OF WORK; RELEASE OF IMPROVEMENT SECURITY.** City shall use its best efforts to accept the Work within thirty (30) days of the City Engineer's determination that the Work is Complete as set forth in Section 2.3. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Project Site. Developer's obligation to perform the Work shall not be satisfied until after the City Engineer has made a reasonable written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid. City shall release the Improvement Security described in Sections 10.1 and 10.2 in accordance with the requirements of the Public Contract Code, and shall release the Improvement Security described in Section 10.3 upon the expiration of the Warranty Period described in Section 18.

18. **WARRANTY PERIOD.** Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one year warranty period) any portion of the Work is reasonably determined by the City Engineer to be defective as a result of an obligation of Developer, Developer shall, following written notice from the City setting forth, with reasonable specificity, the nature of any such alleged defect, repair, replace or reconstruct any defective part or parts of the Work.

19. **INDEPENDENT CONTRACTOR STATUS.** Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of City as an agent, or to bind City to any obligation whatsoever, unless City provides prior written authorization to Developer.

20. **OWNERSHIP OF WORK.** All original documents for the Work prepared by

Developer for this Agreement are the property of the City and shall be given to City upon City's acceptance of the Work. Prior to acceptance of the Work, Developer shall submit the as- built drawings in Auto-CAD.

- 21. INDEMNIFICATION.** Consistent with the security provisions contained herein, Developer 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 Developer's, its employees, agents and subcontractors 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 21, "City" means the City, its officials, officers, agents, employees and volunteers; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, (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 21 survive completion of the services or the termination of this contract, and are not limited by the provisions of Section 11 relating to insurance, For avoidance of doubt, this termination shall not affect Developer's security and warranty obligations set forth in Sections 10 and 18, above.
- 22. ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the parties' duties be delegated without the written consent of all parties. Any attempt to assign or delegate this Agreement without the written consent of all parties shall be void and of no force and effect. Consent by all parties to one assignment shall not be deemed to be consent to any subsequent assignments.
- 23. NOTICES.**
- 23.1.** All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective party as follows:
- | | |
|---|---|
| <u>To City:</u>
City Engineer
City of Tracy
333 Civic Center Plaza
Tracy CA 95376 | <u>To Developer:</u>
Woodside 05N, LP
Attn: Brian Cutting
111 Woodmere Road
Suite 190
Folsom, CA 95630 |
|---|---|
- 23.2.** Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.
- 24. MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- 25. 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.

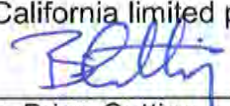
26. **SEVERABILITY**. In the event any term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.
27. **JURISDICTION AND VENUE**. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.
28. **ENTIRE AGREEMENT**. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning its subject matters. This Agreement supersedes all prior negotiations, representations, or agreements.
29. **SIGNATURES**. City and Developer represent and warrant that the individuals executing this Agreement have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Developer and City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

CITY OF TRACY,
a municipal corporation

DEVELOPER:
Woodside 05N, LP,
a California limited partnership

By: Nancy Young
Title: MAYOR
Date: _____


By: Brian Cutting
Title: Authorized Signer
Date: February 18, 2021

Attest:

By: Adrienne Richardson
Title: CITY CLERK

Date: _____

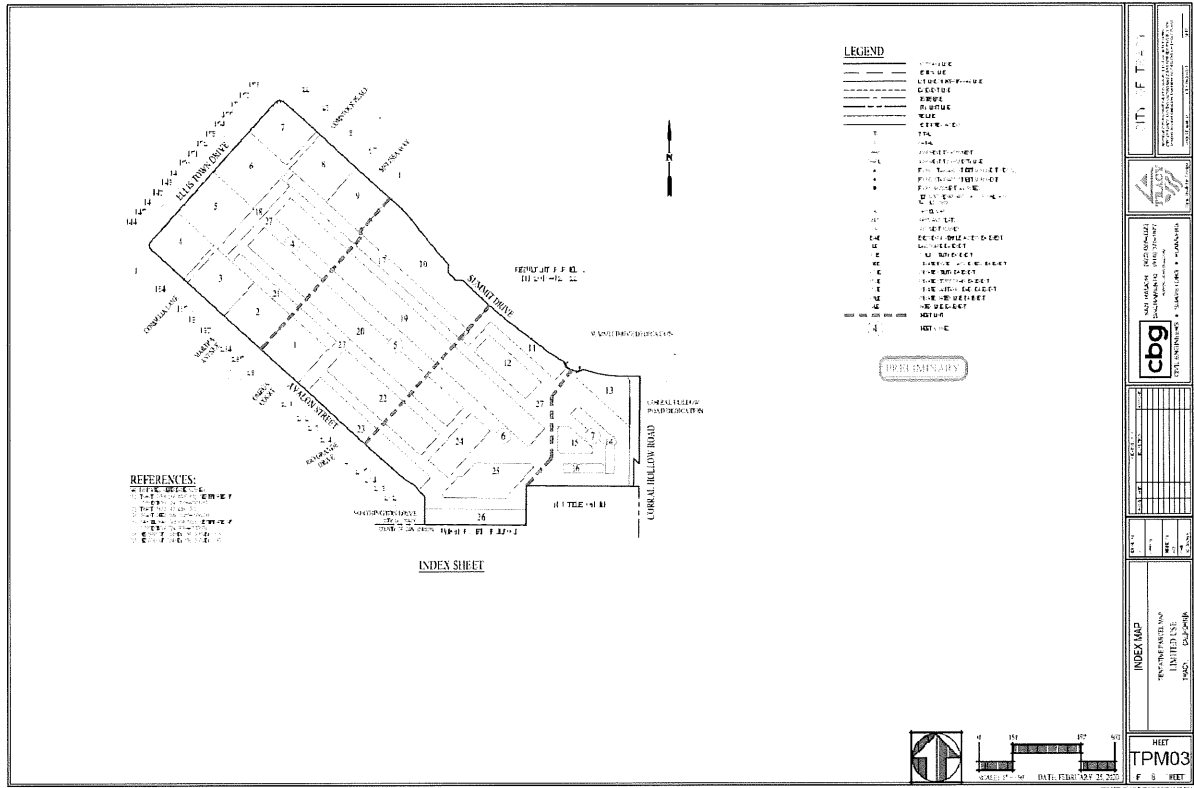
Approved As To Form:

By: Leticia Ramirez
Title: CITY ATTORNEY
Date: _____

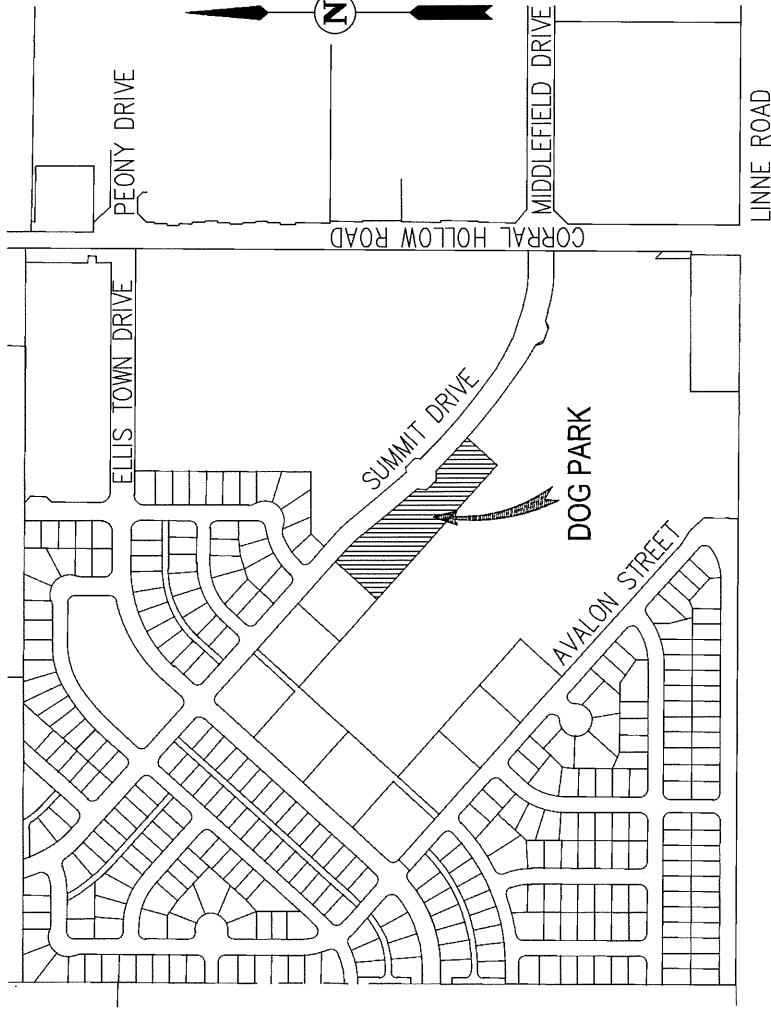
CITY OF TRACY ELLIS DOG PARK IMPROVEMENT & REFUND AGREEMENT

EXHIBIT A
PAGE 1 OF 2

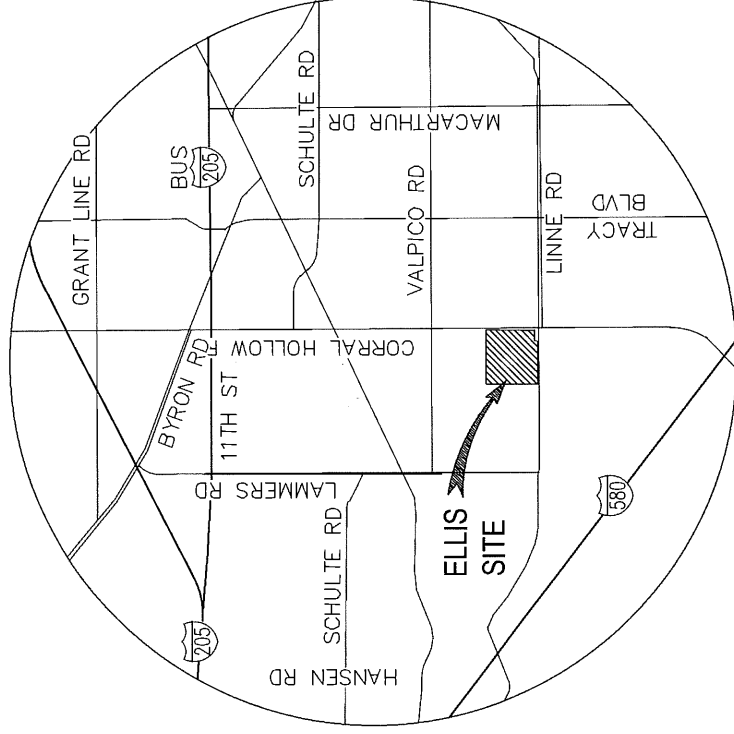
PARK SITE DESCRIPTION



Parcel 10 as shown on Tentative Parcel Map for Ellis Limited Use Area



ELLIS SITE
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

**CITY OF TRACY
ELLIS DOG PARK
IMPROVEMENT & REFUND AGREEMENT**

**CITY OF TRACY
ELLIS DOG PARK GREEN
IMPROVEMENT & REFUND AGREEMENT**

EXHIBIT B

Neighborhood Park Fees Paid
As of January 31, 2021

See Attached

EXHIBIT B TO CITY OF TRACY PARK IMPROVEMENT & REFUND AGREEMENT - ELLIS DOG PARK
Page 1 of 2

ELLIS GARDENS - Neighborhood Park Fees
As of 01/31/2021

Unit Prices:
 \$ 6,313.00 \$ 6,087.54 \$ 225.46

Phase	Lot	Product	Tract	APN	Address	Fee Status	Permit Number	Construction Start Date	Close Date	Unit Sub Totals	NP Fees	Park Fees	PM Fees	
12	1	Stanford	3877	240-760-010	2520 Ellis Town Drive	Deferred	RES20-1386			71	\$ 448,223.00	\$ 432,215.34	\$ 16,007.66	
12	2	Stanford	3877	240-760-020	2530 Ellis Town Drive	Deferred	RES20-1387							
11	3	Stanford	3877	240-760-030	2540 Ellis Town Drive	Deferred	RES20-1388	11/20/20						
11	4	Stanford	3877	240-760-040	2550 Ellis Town Drive	Deferred	RES20-1389	11/20/20						
10	5	Stanford	3877	240-760-050	2560 Ellis Town Drive	Deferred	RES20-1390	11/11/20						
10	6	Stanford	3877	240-760-060	2570 Ellis Town Drive	Deferred	RES20-1391	11/11/20						
9	7	Stanford	3877	240-760-070	2600 Ellis Town Drive	Deferred	RES20-1392	10/05/20						
9	8	Stanford	3877	240-760-080	2610 Ellis Town Drive	Deferred	RES20-1221	10/05/20						
9	9	Stanford	3877	240-760-090	2620 Ellis Town Drive	Deferred	RES20-1222	10/05/20						
8	10	Stanford	3877	240-760-100	2630 Ellis Town Drive	Deferred	RES20-0988	09/08/20						
8	42	Stanford	3877	240-760-270	2629 Cordelia Lane	Deferred	RES20-0989	09/08/20						
8	43	Stanford	3877	240-760-280	2619 Cordelia Lane	Deferred	RES20-0990	09/08/20						
9	44	Stanford	3877	240-760-290	2609 Cordelia Lane	Deferred	RES20-1223	10/05/20						
9	45	Stanford	3877	240-760-300	2599 Cordelia Lane	Deferred	RES20-1393	10/05/20						
10	46	Stanford	3877	240-760-310	2579 Cordelia Lane	Deferred	RES20-1394	11/11/20						
10	47	Stanford	3877	240-760-320	2569 Cordelia Lane	Deferred	RES20-1395	11/11/20						
10	48	Stanford	3877	240-760-330	2559 Cordelia Lane	Deferred	RES20-1396	11/11/20						
11	49	Stanford	3877	240-760-340	2549 Cordelia Lane	Deferred	RES20-1397	11/20/20						
11	50	Stanford	3877	240-760-350	2539 Cordelia Lane	Deferred	RES20-1398	11/20/20						
11	51	Stanford	3877	240-760-360	2529 Cordelia Lane	Deferred	RES20-1399	11/20/20						
	101			3906	2761 Rio Grande Drive	Deferred								
	102			3906	2771 Rio Grande Drive	Deferred								
	103			3906	2781 Rio Grande Drive	Deferred								
	104			3906	2791 Rio Grande Drive	Deferred								
	105			3906	2782 Brewer Street	Deferred								
7	106	Berkshire	3906	240-770-280	2772 Brewer Street	Deferred	19-3662	09/16/20						
7	107	Berkshire	3906	240-770-290	2762 Brewer Street	Deferred	19-3997	09/16/20						
9	108	Berkshire	3906	240-770-300	2752 Brewer Street	Deferred	RES20-1379	11/13/20						
9	109	Berkshire	3906	240-770-310	2742 Brewer Street	Deferred	RES20-1380	11/13/20						
10	110	Berkshire	3906	240-770-320	2732 Brewer Street	Deferred	RES20-1381							
10	111	Berkshire	3906	240-770-330	2722 Brewer Street	Deferred	RES20-1382							
12	112	Berkshire	3906	240-770-340	2702 Brewer Street	Deferred	RES20-1869							
12	113	Berkshire	3906	240-770-350	2692 Brewer Street	Deferred	RES20-1870							
	114			3906	2682 Brewer Street	Deferred								
12	115	Berkshire	3906	240-770-370	2683 Brewer Street	Deferred	RES20-1871							
12	116	Berkshire	3906	240-770-380	2693 Brewer Street	Deferred	RES20-1872							
11	117	Berkshire	3906	240-770-390	2703 Brewer Street	Deferred	RES20-1873							
10	118	Berkshire	3906	240-770-400	2723 Brewer Street	Deferred	RES20-1383							
9	119	Berkshire	3906	240-770-410	2733 Brewer Street	Deferred	RES20-1384							
9	120	Berkshire	3906	240-770-420	2743 Brewer Street	Deferred	RES20-1385	11/13/20						
9	121	Berkshire	3906	240-770-430	2753 Brewer Street	Deferred	19-3996	11/13/20						
8	122	Berkshire	3906	240-770-440	2763 Brewer Street	Deferred	19-3995	10/20/20						
8	123	Berkshire	3906	240-770-450	2773 Brewer Street	Deferred	19-3994	10/19/20						
8	124	Berkshire	3906	240-770-460	2783 Brewer Street	Deferred	19-3993	10/19/20						
8	125	Berkshire	3906	240-770-470	2793 Brewer Street	Deferred	19-3992	10/19/20						
7	126	Berkshire	3906	240-770-480	2803 Brewer Street	Deferred	19-3991	09/16/20						
11	140	Berkshire	3906	240-770-620	2708 Cordelia Lane	Deferred	RES20-1874							
11	141	Berkshire	3906	240-770-630	2698 Cordelia Lane	Deferred	RES20-1875							
11	142	Berkshire	3906	240-770-640	2688 Cordelia Lane	Deferred	RES20-1876							
8	171	Zephyr	3907	240-780-030	2689 Northington Drive	Deferred	RES20-0983	09/16/20						
9	172	Zephyr	3907	240-780-040	2679 Northington Drive	Deferred	RES20-1218	10/28/20						
9	173	Zephyr	3907	240-780-050	2669 Northington Drive	Deferred	RES20-1400	10/28/20						
10	174	Zephyr	3907	240-780-060	2659 Northington Drive	Deferred	RES20-1401	11/19/20						
10	175	Zephyr	3907	240-780-070	2649 Northington Drive	Deferred	RES20-1402	11/19/20						
11	176	Zephyr	3907	240-780-080	2639 Northington Drive	Deferred	RES20-1861							
11	177	Zephyr	3907	240-780-090	2629 Northington Drive	Deferred	RES20-1862							
	178			3907	2619 Northington Drive	Deferred								
	179			3907	2609 Northington Drive	Deferred								
	180			3907	2599 Northington Drive	Deferred								
	200			3907	2610 Rio Grande Drive	Deferred								
	201			3907	2620 Rio Grande Drive	Deferred								
11	202	Zephyr	3907	240-780-340	2630 Rio Grande Drive	Deferred	RES20-1863							
11	203	Zephyr	3907	240-780-350	2640 Rio Grande Drive	Deferred	RES20-1864							
11	204	Zephyr	3907	240-780-360	2650 Rio Grande Drive	Deferred	RES20-1865							
10	205	Zephyr	3907	240-780-370	2660 Rio Grande Drive	Deferred	RES20-1403	11/19/20						
9	206	Zephyr	3907	240-780-380	2670 Rio Grande Drive	Deferred	RES20-1404	10/28/20						
9	207	Zephyr	3907	240-780-390	2680 Rio Grande Drive	Deferred	RES20-1219	10/28/20						
9	208	Zephyr	3907	240-780-400	2690 Rio Grande Drive	Deferred	RES20-1220	10/28/20						
8	209	Zephyr	3907	240-780-410	2700 Rio Grande Drive	Deferred	RES20-0984	09/24/20						
8	210	Zephyr	3907	240-780-420	2710 Rio Grande Drive	Deferred	RES20-0986	09/24/20						
7	212	Zephyr	3907	240-790-190	2730 Rio Grande Drive	Deferred	19-4040	08/19/20						
										109	Total Deferred:	\$ 688,117.00	\$ 663,541.86	\$ 24,575.14
											Total Paid at COE:	\$ 239,894.00	\$ 231,326.52	\$ 8,567.48
7	11	Stanford	3877	240-760-110	2640 Ellis Town Drive	Paid at COE	19-4022	08/03/20	12/16/20	38				
7	12	Stanford	3877	240-760-120	2650 Ellis Town Drive	Paid at COE	19-4021	08/03/20	12/15/20					
6	13	Stanford	3877	240-760-130	2660 Ellis Town Drive	Paid at COE	19-4020	06/03/20	10/28/20					
6	14	Stanford	3877	240-760-140	2670 Ellis Town Drive	Paid at COE	19-4019	06/03/20	10/30/20					
											Total Paid (Prepaid + COE):			

EXHIBIT B TO CITY OF TRACY PARK IMPROVEMENT & REFUND AGREEMENT - ELLIS DOG PARK

Page 2 of 2

6	15	Stanford	3877	240-760-150	2680 Ellis Town Drive	Paid at COE	19-4029	06/03/20	10/26/20	83	\$ 523,979.00	\$ 505,265.82	\$ 18,713.18
5	16	Stanford	3877	240-760-160	2690 Ellis Town Drive	Paid at COE	19-4028	05/11/20	10/07/20				
5	17	Stanford	3877	240-760-170	2700 Ellis Town Drive	Paid at COE	19-4033	05/11/20	10/06/20				
4	18	Stanford	3877	240-760-180	2710 Ellis Town Drive	Paid at COE	19-4034	02/19/20	10/06/20				
5	34	Stanford	3877	240-760-190	2709 Cordelia Lane	Paid at COE	19-4032	05/11/20	10/08/20				
5	35	Stanford	3877	240-760-200	2699 Cordelia Lane	Paid at COE	19-4031	05/11/20	10/14/20				
5	36	Stanford	3877	240-760-210	2689 Cordelia Lane	Paid at COE	19-4030	05/11/20	10/13/20				
5	37	Stanford	3877	240-760-220	2679 Cordelia Lane	Paid at COE	19-4027	05/11/20	10/16/20				
6	38	Stanford	3877	240-760-230	2669 Cordelia Lane	Paid at COE	19-4026	06/03/20	10/23/20				
6	39	Stanford	3877	240-760-240	2659 Cordelia Lane	Paid at COE	19-4018	06/03/20	10/27/20				
7	40	Stanford	3877	240-760-250	2649 Cordelia Lane	Paid at COE	19-4017	08/03/20	12/17/20				
7	41	Stanford	3877	240-760-260	2639 Cordelia Lane	Paid at COE	19-4016	08/03/20	12/18/20				
6	127	Berkshire	3906	240-770-490	2813 Brewer Street	Paid at COE	19-4011	06/15/20	11/12/20				
5	135	Berkshire	3906	240-770-570	2758 Cordelia Lane	Paid at COE	19-4009	05/19/20	10/26/20				
5	136	Berkshire	3906	240-770-580	2748 Cordelia Lane	Paid at COE	19-4008	05/19/20	10/22/20				
5	137	Berkshire	3906	240-770-590	2738 Cordelia Lane	Paid at COE	19-4006	05/19/20	10/16/20				
6	138	Berkshire	3906	240-770-600	2728 Cordelia Lane	Paid at COE	19-4003	06/15/20	11/10/20				
6	139	Berkshire	3906	240-770-610	2718 Cordelia Lane	Paid at COE	19-4001	06/15/20	11/12/20				
4	162	Zephyr	3907	240-790-120	2829 Gold Run Street	Paid at COE	19-4053	03/09/20	09/16/20				
5	163	Zephyr	3907	240-790-130	2819 Gold Run Street	Paid at COE	19-4052	05/27/20	10/14/20				
5	164	Zephyr	3907	240-790-140	2809 Gold Run Street	Paid at COE	19-4051	05/27/20	10/22/20				
5	165	Zephyr	3907	240-790-150	2799 Gold Run Street	Paid at COE	19-4050	05/27/20	10/30/20				
5	166	Zephyr	3907	240-790-160	2789 Gold Run Street	Paid at COE	19-4049	05/27/20	11/25/20				
5	167	Zephyr	3907	240-790-170	2779 Gold Run Street	Paid at COE	19-4062	05/27/20	10/21/20				
5	168	Zephyr	3907	240-790-180	2719 Northington Drive	Paid at COE	19-4048	05/27/20	10/26/20				
7	169	Zephyr	3907	240-780-010	2709 Northington Drive	Paid at COE	19-4047	08/19/20					
7	170	Zephyr	3907	240-780-020	2699 Northington Drive	Paid at COE	19-4042	08/19/20					
7	211	Zephyr	3907	240-780-430	2720 Rio Grande Drive	Paid at COE	19-4041	08/19/20					
6	213	Zephyr	3907	240-790-200	2740 Rio Grande Drive	Paid at COE	19-4039	06/22/20	11/18/20				
6	214	Zephyr	3907	240-790-210	2750 Rio Grande Drive	Paid at COE	19-4038	06/22/20	11/17/20				
6	215	Zephyr	3907	240-790-220	2820 Rio Grande Drive	Paid at COE	19-4037	06/22/20	11/17/20				
6	216	Zephyr	3907	240-790-230	2830 Rio Grande Drive	Paid at COE	19-4054	06/22/20	11/13/20				
6	217	Zephyr	3907	240-790-240	2840 Rio Grande Drive	Paid at COE	19-4036	06/22/20	11/13/20				
6	218	Zephyr	3907	240-790-250	2850 Rio Grande Drive	Paid at COE	19-4035	06/22/20	11/13/20				
4	19	Stanford	3877	240-770-010	2720 Ellis Town Drive	Prepaid	19-2996	02/19/20	08/21/20				
4	20	Stanford	3877	240-770-020	2730 Ellis Town Drive	Prepaid	19-2993	02/19/20	08/24/20	45	\$ 284,085.00	\$ 273,939.30	\$ 10,145.70
4	21	Stanford	3877	240-770-030	2740 Ellis Town Drive	Prepaid	19-2995	02/19/20	08/20/20				
2	22	Stanford	3877	240-770-040	2750 Ellis Town Drive	Prepaid	19-3005	12/20/19	05/28/20				
2	23	Stanford	3877	240-770-050	2760 Ellis Town Drive	Prepaid	19-3003	12/20/19	07/17/20				
3	24	Stanford	3877	240-770-060	2770 Ellis Town Drive	Prepaid	19-3001	11/27/19	08/25/20				
1	25	Stanford	3877	240-770-070	2780 Ellis Town Drive	Prepaid	19-3007	11/27/19	07/08/20				
1	26	Stanford	3877	240-770-080	2789 Cordelia Lane	Prepaid	19-3006	11/27/19	07/24/20				
1	27	Stanford	3877	240-770-090	2779 Cordelia Lane	Prepaid	19-3004	11/27/19	05/19/20				
1	28	Stanford	3877	240-770-100	2769 Cordelia Lane	Prepaid	19-3000	12/20/19	07/14/20				
2	29	Stanford	3877	240-770-110	2759 Cordelia Lane	Prepaid	19-2998	12/20/19	07/24/20				
2	30	Stanford	3877	240-770-120	2749 Cordelia Lane	Prepaid	19-2997	01/08/20	07/28/20				
3	31	Stanford	3877	240-770-130	2739 Cordelia Lane	Prepaid	19-2994	01/08/20	07/14/20				
3	32	Stanford	3877	240-770-140	2729 Cordelia Lane	Prepaid	19-2992	01/08/20	08/18/20				
3	33	Stanford	3877	240-770-150	2719 Cordelia Lane	Prepaid	19-2991	01/08/20	09/17/20				
3	128	Berkshire	3906	240-770-500	4578 Margaret Adele Lane	Prepaid	19-3039	01/02/20	10/06/20				
3	129	Berkshire	3906	240-770-510	4568 Margaret Adele Lane	Prepaid	19-3033	01/02/20	09/28/20				
3	130	Berkshire	3906	240-770-520	4558 Margaret Adele Lane	Prepaid	19-3032	01/02/20	09/25/20				
3	131	Berkshire	3906	240-770-530	4548 Margaret Adele Lane	Prepaid	19-3031	01/02/20	09/30/20				
4	132	Berkshire	3906	240-770-540	4538 Margaret Adele Lane	Prepaid	19-3030	02/10/20	09/10/20				
4	133	Berkshire	3906	240-770-550	2778 Cordelia Lane	Prepaid	19-3029	02/10/20	09/15/20				
4	134	Berkshire	3906	240-770-560	2768 Cordelia Lane	Prepaid	19-3028	02/10/20	09/17/20				
1	143	Berkshire	3906	240-770-650	4509 Margaret Adele Lane	Prepaid	19-3038	10/28/19	09/14/20				
2	144	Berkshire	3906	240-770-660	4519 Margaret Adele Lane	Prepaid	19-3037	12/13/19	05/29/20				
2	145	Berkshire	3906	240-770-670	4529 Margaret Adele Lane	Prepaid	19-3036	12/13/19	07/29/20				
2	146	Berkshire	3906	240-770-680	4539 Margaret Adele Lane	Prepaid	19-3035	12/13/19	08/31/20				
2	147	Berkshire	3906	240-770-690	4549 Margaret Adele Lane	Prepaid	19-3034	11/20/19	09/29/20				
1	148	Berkshire	3906	240-770-700	4559 Margaret Adele Lane	Prepaid	19-3042	10/28/19	04/24/20				
1	149	Berkshire	3906	240-770-710	4569 Margaret Adele Lane	Prepaid	19-3041	10/28/19	09/23/20				
1	150	Berkshire	3906	240-770-720	4579 Margaret Adele Lane	Prepaid	19-3040	10/28/19	10/07/20				
1	151	Zephyr	3907	240-790-010	4589 Margaret Adele Lane	Prepaid	19-2956	11/18/19	07/24/20				
2	152	Zephyr	3907	240-790-020	4599 Margaret Adele Lane	Prepaid	19-2955	12/26/19	05/27/20				
2	153	Zephyr	3907	240-790-030	4609 Margaret Adele Lane	Prepaid	19-2954	11/20/19	05/19/20				
1	154	Zephyr	3907	240-790-040	4619 Margaret Adele Lane	Prepaid	19-2960	11/18/19	09/29/20				
1	155	Zephyr	3907	240-790-050	4629 Margaret Adele Lane	Prepaid	19-2959	11/18/19	06/01/20				
1	156	Zephyr	3907	240-790-060	4639 Margaret Adele Lane	Prepaid	19-2957	11/18/19	04/28/20				
3	157	Zephyr	3907	240-790-070	2879 Gold Run Street	Prepaid	19-2950	01/20/20	07/22/20				
3	158	Zephyr	3907	240-790-080	2869 Gold Run Street	Prepaid	19-2949	01/20/20	07/24/20				
4	159	Zephyr	3907	240-790-090	2859 Gold Run Street	Prepaid	19-2948	03/09/20	09/30/20				
4	160	Zephyr	3907	240-790-100	2849 Gold Run Street	Prepaid	19-2947	03/09/20	09/28/20				
4	161	Zephyr	3907	240-790-110	2839 Gold Run Street	Prepaid	19-2946	03/09/20	09/15/20				
2	219	Zephyr	3907	240-790-260	2860 Rio Grande Drive	Prepaid	19-2953	12/26/19	07/29/20				
2	220	Zephyr	3907	240-790-270	2870 Rio Grande Drive	Prepaid	19-2952	12/26/19	07/15/20				
3	221	Zephyr	3907	240-790-280	4608 Margaret Adele Lane	Prepaid	19-2951	01/20/20	09/15/20				
3	222	Zephyr	3907	240-790-290	4618 Margaret Adele Lane	Prepaid	19-2945	01/20/20	10/05/20				

RESOLUTION 2021-_____

APPROVING THE PARK IMPROVEMENT AND REFUND AGREEMENT FOR ELLIS DOG PARK

WHEREAS, Woodside Homes, LP (Developer) is the owner of Ellis Gardens Phase 1, Phase 2, and Phase 3 in the Ellis Specific Plan Area, and

WHEREAS, The Tentative Map for Ellis Gardens as approved by the Planning Commission on July 23, 2014, and

WHEREAS, The Final Subdivision Maps for Tract 3877, Tract 3907, and Tract 3906 was approved by City Council Resolutions No, 2019-075, -076, and -077 on April 16, 2019, and

WHEREAS, The Ellis Program Area Finance Implementation Plan ("Ellis FIP") , which established the Neighborhood Park Impact Fees applicable to the Ellis Gardens Subdivisions for construction of neighborhood parks in the Ellis Specific Plan Area, was approved by City Council Resolution No. 2013-136 on August 20, 2013, and

WHEREAS, The Park Improvement and Refund Agreement describes the eligible fee credits and refund of Park Fees paid, and

WHEREAS, With approval of this Agreement and with provision of the required improvement Security, the Developer will receive credit in the amount of \$1,351,434 against its obligation to pay the Park Fee portion of the Neighborhood Park fees, and

WHEREAS, Pursuant to the Ellis FIP, Woodside Homes, LP has already paid Park Fees to the City for 83 Single Family Dwelling Units of which it is eligible to receive a refund in the amount of \$505,266, and

WHEREAS, The Ellis Dog Park parcel is a 2.41-acre parcel located on Summit Drive, within Parcel "C" of Tract No. 3764 Ellis Phase 1A, and

WHEREAS, Upon satisfactory completion of the Ellis Dog Park, Woodside Homes will cause the owner of the 2.41-acre Park Site to make an irrevocable offer of dedication of the Park Site and improvements to the City, and

WHEREAS, Upon satisfactory completion of the Ellis Dog Park, the City will accept the offer of dedication of the Park Site and take ownership of the park Improvements, and

WHEREAS, The Improvement Plans, Specifications, and Cost Estimates for the required park improvements have been prepared on behalf of the Developer, and approved by the City Engineer; and

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

WHEREAS, The refund of Park Fees shall be from impact fees previously collected from the Developer, and the Developer will pay for the cost of engineering, construction, inspection and processing the Agreement;

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

* * * * *

The foregoing Resolution 2021-_____ was passed and adopted by the Tracy City Council on the 16th day of March 2021, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 3.B

REQUEST

PUBLIC HEARING TO CONSIDER 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 2021-2022 AND AUTHORIZE THE ASSISTANT CITY MANAGER TO EXECUTE THE FUNDING AGREEMENTS FOR THE PROGRAM

EXECUTIVE SUMMARY

Consider and approve the recommendation to award Community Development Block Grant funding in the amount of \$498,077 and Home Investment Partnerships Program funding in the estimated amount of \$1 for Fiscal Year (FY) 2021-22. The list of priority-ranked funding allocations and award recommendations are due to the County of San Joaquin by March 17, 2021 for final funding determinations as part of the annual entitlement program process. This item also seeks Council's authorization for the Assistant City Manager to execute the Funding Agreements for the program.

BACKGROUND

Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds are allocated to cities and counties by the United States Department of Housing and Urban Development (HUD) for use in projects that make for a viable community, with local programs and services that provide decent housing, a suitable living environment, and expand economic opportunities for low and moderate income individuals and families. The City of Tracy receives an annual pass-through allocation from the County of San Joaquin ("County"), which serves as the entitlement agency.

The CDBG/HOME funding allocation process is competitive with a majority of applications seeking funding under the Public Services category. Eligible public services include, but are not limited to, job training, recreation and education programs, senior services, homeless services, drug abuse counseling and treatment, and fair housing activities.

Public facilities and improvement funds may be used for property acquisition (including long-term leases of 15 years or more), construction, reconstruction, rehabilitation (including removing architectural barriers to accessibility), program administration, or installation. The City of Tracy often receives funding for project in this category that remove architectural barriers (ADA Sidewalk Improvement Project), rehabilitation programs (Façade Improvement Grant Program), and construction (Senior Center Expansion Project).

On November 15, 2016, the City Council adopted local funding priorities to be considered in the annual allocation process and to be used as a guide for the Parks and Community Services Commission (Commission) in formulating proposed award

recommendations through Fiscal Year 2021-2022. These priorities are listed below by category and in priority order:

CDBG

Public Services Category:

- (1) Food Distribution Services
- (2) Homelessness Prevention, Intervention and Transitional Housing Services
- (3) Senior and Special Needs Services
- (4) Domestic Violence Services
- (5) Youth Education and Enrichment Services

Public Facilities/Improvements Category:

- (1) Public Parks and Facilities
- (2) Removal of Architectural Barriers (ADA)

HOME

- (1) Address issues of public safety, health and welfare
- (2) Rehabilitate residential properties occupied by low income persons
- (3) Partner to construct income restricted family and senior housing facilities

Funding Availability

The estimated funding amounts previously provided by the County were updated and finalized on March 1, 2021 and the new CDBG and HOME funding amounts to be allocated to the City of Tracy in the FY 2021-2022 program year are:

CDBG

Public Services Allocation (15%)	\$ 74,712
Public Improvements/Public Facilities	<u>\$ 423,365</u>
Total	\$ 498,077

HOME

Home Eligible Activities	Total \$ 163,461

The amounts available for allocation are based on HUD regulations, codified in the Code of Federal Regulations (CFR) Title 24, Part 570, and require CDBG Public Services allocations to be limited to 15% of the total annual CDBG allocation. Up to 20% of the funding may be allocated for grant administration, and the remaining CDBG funding is dedicated to Public Improvements/Public Facilities projects.

Parks and Community Services Commission Recommendation:

In order to encourage meaningful citizen involvement, public examination, and appraisal of the process, as well as enhance program accountability, a subcommittee of the Parks and Community Services Commission evaluates, scores and makes funding allocation recommendations on the CDBG and HOME fund

applications. The subcommittee is comprised of three members of the Commission, appointed annually by the Commission Chair. The role of the subcommittee is to review applications for consistency with adopted local funding priorities, score and prioritize the funding of applications, and make a funding allocation recommendation to the full Commission. The Parks and Community Services Commission then makes a formal recommendation to the City Council. The Tracy City Council is then asked to review and accept the CDBG funding recommendations from the Commission, which will later go before the San Joaquin Board of Supervisors for final approval.

CDBG/HOME grant applications for FY 2021-2022 were available beginning December 10, 2020 with a submittal deadline of January 22, 2021. An informational meeting on the CDBG/HOME grant program, new online process and management portal, and award process was held virtually via WebEx for interested applicants on January 7, 2021.

The CDBG subcommittee individually scored each application, applied the funding allocation formula adopted by the Parks and Community Services Commission in December 2018 (Attachment A) to the public service applications, and made a funding allocation recommendation to the full Parks and Community Services Commission at the February 4, 2021 Parks Commission meeting. The scoring process took into consideration City Council's local funding priorities, as well as HUD's national requirements for each grantee application. Individual scores for each application were averaged to determine a final score.

In addition to the seven (7) eligible applications received by local non-profit agencies in the public services category, the City received one (1) direct allocation request from the San Joaquin Fair Housing Association to support affordable housing and two (2) direct allocations for the San Joaquin County Food Services Pool. The San Joaquin County Food Services Pool is managed by the County on a competitive application basis. This year, the County received two (2) applications that are proposed to receive an equitable share of the City's contribution to the countywide CDBG pooled funding for food distribution services. The San Joaquin County Food Services Pool applicants are also eligible to receive funding from other cities and the County as part of the entitlement consortium, since they serve multiple communities in addition to Tracy.

The City also requested one (1) direct allocation for grant administration and received three (3) eligible applications for the CDBG Public Improvements/Public Facilities category. One (1) eligible application was received for the HOME program.

The County requires CDBG Public Service awards be allocated at a minimum of \$5,000 with no maximum funding amount per applicant, and a minimum award of \$150,000 and a maximum of \$2 million for CDBG Public Improvements/Public Facilities awards. There are no established funding award limits for HOME projects or programs. All contracts between the City and its grantees are for two (2) year terms allowing increased flexibility in the delivery of services and projects to the community.

On February 4, 2021, the Parks and Community Services Commission

conducted a public meeting and approved funding amounts identified in Attachment B. To accommodate the new funding amounts provided by the County, staff recommends the following adjustments to the Commission's recommended funding allocations:

- Public Services: Distribute the increased allocation of \$1,419 equally among the applications ranked five (5), six (6) and seven (7);
- Public Facilities and Improvements: Distribute the increased allocation of \$8,038 to the application ranked one (1);
- HOME: Decrease by \$1,953 the funding amount for the application ranked one (1).

Total recommended funding amounts for all applications are as follows:

Public Services Allocation:

- Direct Allocation to San Joaquin County Fair Housing to be \$5,500
- Direct Allocation to the County food services pool (Mobile Farmer's Market and Meals on Wheels) to be \$8,458
- Applications ranked 1 and 2 will be funded the requested amount up to a max of \$12,000 each
- Applications ranked 3 and 4 will be funded the requested amount up to a maximum allocation of \$8,000 each
- Application ranked 5 will be funded at \$7,273
- Application ranked 6 will be funded at \$6,973
- Application ranked 7 will be funded at \$6,508

Public Facilities/Improvements Allocation:

- Direct Allocation to City of Tracy for Grant Administration at \$20,000
- Application ranked 1 will be funded at \$403,365

HOME Investment Partnership Allocation:

- Application ranked 1 will be funded at \$163,461

The County is expected to review and consider final approval of all locally recommended projects by May 4, 2021. Staff further requests that Council authorize the Assistant City Manager to execute the funding agreements with the recipients, on behalf of the City (Attachment C).

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 City of Tracy, as a subrecipient of the County, will be allocated an estimated \$498,077 in CDBG funds for FY 2021-2022 for use by its selected grantees. The City will also be allocated an estimated \$163,461 in FY 2021-2022 in HOME funds.

RECOMMENDATION

That City Council, by resolution, recommend the award and allocation of \$498,077 in CDBG funds and \$163,461 in HOME funds for FY 2021-2022 pursuant to the recommendations listed in the attached resolution, and authorize the Assistant City Manager to execute the Funding Agreements on behalf of the City.

Prepared by: Barbara Harb, Economic Development Management Analyst

Reviewed by: Michael Nimon, Economic Development Manager
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – City Council approved funding formula
Attachment B – Parks and Community Services Commission Priority Ranking & Funding List
Attachment C – City of Tracy, CDBG Subrecipient Agreement

FUNDING ALLOCATION FORMULA – PUBLIC SERVICE

Adopted by PCSC on Dec 6, 2018

1) The top 2 scoring applications will be funded the requested amount up to \$12,000

2) Applications ranked 3 & 4 will be funded the requested amount up to \$8,000

3) Applications ranked 5 and below will receive \$5,000 in order of ranking until funds are exhausted

4) Any remaining funds less than \$5,000 will be distributed to applicants 5 and below until exhausted (cannot exceed Tier 2 amounts)

Should the City receive more funding than estimated, additional programs may be funded in ranking order.

2021-2022 CDBG/HOME Funds

Adj. (+/-)

<i>Estimated</i> Total CDBG allocation	\$488,620	\$9,457
Total Public Services Allocation (15% cap)	\$73,293	\$1,419
Total PF / ED Allocation (85%)	\$415,327	\$8,038
Total HOME Fund Allocation	\$165,414	(\$1,953)

Final/Actual CDBG Allocation	\$498,077
Final PS Allocation (15% cap)	\$74,712
Final PF & Impr. Allocation	\$423,365
Final/Actual HOME Allocation	\$163,461

Estimated Public Services		Estimated Public Facilities & Impr.	
Funding Available:	\$73,293	Funding Available:	\$415,327
PS Funded	\$73,293	Public Fac. & Impr,	\$415,327
Amt. +/- Avail. Funds	\$0	Amt. +/- Avail. Funds	\$0

FINAL Public Services		FINAL Public Facilities & Impr.	
PS Funding Available:	\$74,712	PF Funding Available:	\$423,365
PS Allocated	\$74,712	PF Allocated	\$423,365
Amt. +/- Available	\$0	Amt. +/- Available	\$0

CDBG/Public Service Projects					Estimated Funding		Final Funding	
Applicant	Project Title	Funding Request	Local Priority		Subcommittee Recommended Funding	Commission Recommended Funding	Recomm. to City Council	City Council Appvd. Funding Alloc.
San Joaquin Fair Housing	Affordable Housing and Counseling Services	\$ 5,500.00	Direct Allocation		\$5,500	\$5,500	\$5,500	
SJ County Food Services Pool	Food Distribution Services (Mobile Farmer's Market & Meals on Wheels)	\$ 8,458.00	Direct Allocation		\$8,458	\$8,458	\$8,458	
Women's Center	Homeless Youth Outreach & Engagement	\$ 16,000.00	(2) Homelessness Prev., Interv. & Trans. Housing Svc.		\$12,000	\$12,000	\$12,000	
Tracy Interfaith Ministries	Hunger Relief and Food Distribution	\$ 12,000.00	(1) Food Distribution		\$12,000	\$12,000	\$12,000	
Boys & Girls Clubs of Tracy	Summer Enrichment Program	\$ 12,000.00	(2) Homelessness Prev., Interv. & Trans. Housing Svc.		\$8,000	\$8,000	\$8,000	
Tracy Community Connections Center, Inc. (TCCC)	Homeless Client Assistance	\$ 22,500.00	(5) Youth Education and Enrichment Services		\$8,000	\$8,000	\$8,000	
McHenry House Tracy Family Shelter	Night Supervisor / Family Crisis Intervention Program	\$ 10,000.00	(2) Homelessness Prev., Interv. & Trans. Housing Svc.		\$6,800	\$6,800	\$7,273	
Coalition of Tracy Citizens to Assist the Homeless (CTCAH)	Emerson House Operations - Resident Mgr. Salary	\$ 12,000.00	(2) Homelessness Prev., Interv. & Trans. Housing Svc.		\$6,500	\$6,500	\$6,973	
Tracy D.A.R.E. Program, Inc.	Elementary Schools in Tracy	\$ 10,000.00	(5) Youth Education and Enrichment Services		\$6,035	\$6,035	\$6,508	
Total Public Service Requests					\$108,458	\$73,293	\$73,293	\$0

CDBG/Public Facilities & Improvement Projects				Estimated Funding		Final Funding	
				Subcommittee Recommended Funding	Commission Recommended Funding	Recomm. to City Council	City Council Appvd. Funding Alloc.
Applicant	Project Title	Funding Request	Eligible Activity				
City of Tracy	Grant Administration	\$ 20,000.00	Direct Allocation (4% of PF/Impr.)	\$20,000	\$20,000	\$20,000	
City of Tracy	Temp. Emergency Housing Shelter (Arbor Rd) Proj.	\$ 415,327.00	(1) Public Parks and Facilities	\$395,327	\$395,327	\$403,365	
Mc Henry House Tracy Family Shelter	Painting of Shelter Exterior	\$ 250,000.00	(1) Public Parks and Facilities	\$0	\$0	\$0	
City of Tracy	Pedestrian ADA Improvements	\$ 528,300.00	(2) Remv. of Archit. Barriers (ADA)	\$0	\$0	\$0	
TotalPublic Facilities & Improvements Requests				\$ 1,213,627.00			
				Total PF Funded	\$415,327	\$415,327	\$423,365
				Total CDBG Funding Allocation	\$488,620	\$488,620	\$498,077
							\$0

HOME Investment Partnership Projects				Estimated Funding		Final Funding	
				Subcommittee Recommended Funding	Commission Recommended Funding	Recomm. to City Council	City Council Appvd. Funding Alloc.
Applicant	Project Title	Funding Request	Eligible Activity				
			Direct Allocation	0	0	0	
Housing Authority County of San Joaquin	Tracy Homes Phase I	\$165,414.00	(2) Rehab.e residential properties occupied by L-I persons	\$165,414	\$165,414	\$163,461	
Total HOME Application Requests				\$165,414.00			
				Total HOME Funded	\$165,414	\$165,414	\$163,461
				Total HOME Funding Allocation	\$165,414	\$165,414	\$163,461
							\$0

ATTACHMENT C

AGREEMENT BETWEEN THE CITY OF TRACY AND _____ FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR FISCAL YEAR 2021-2022

THIS AGREEMENT entered into this _____ day of _____ 2021 by and between the City of Tracy (herein called the "Grantee") and _____ (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and,

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds to the benefit of low-income residents;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG fiscal year 2021 - 2022 program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

(Project description)

B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives: 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency, as defined in 24 CFR Part 570.208.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

(Description of services)

D. Staffing

Staffing is the responsibility of the Subrecipient. The Subrecipient will provide staff assistance in preparing and submitting invoices to the Grantee for payment of CDBG funds.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

ATTACHMENT C

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the _____ day of _____ 2021 and end on the _____ day of _____ 20____. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income.

III. BUDGET

Line Item:	Amount:

Salaries	
Fringe	
Office Space (Program Only)	
Utilities	
Communications	
Reproduction/Printing	
Supplies and Materials	
Mileage	
Audit	
Other (Construction Activities)	\$
Indirect costs (specify)	
TOTAL	\$

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. The Grantee and the Subrecipient must approve any amendments to this budget in writing.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed \$ AMOUNT for **Public Improvements/Pubic Services**. Draw-downs for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-87, Section 85.20

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

	<u>Grantee</u>	<u>Subrecipient</u>
Name & Title:	Andrew Malik Assistant City Manager City of Tracy	Name Title Organization
Address:	333 Civic Center Drive	Address
City, State, Zip:	Tracy, CA 95376	City, State, Zip code

ATTACHMENT C

Telephone:	209-831-6490	XXX-XXX-XXXX
Fax Number:	209-830-6837	XXX-XXX-XXXX

VI. SPECIAL CONDITIONS
Not Applicable.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the insurance and bonding requirements of 24 CFR Part 84.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

G. Amendments

ATTACHMENT C

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph I.A above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR Part 84 and agrees to adhere to the accounting principles required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

ATTACHMENT C

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program;
- c. Records required determining the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, and 24 CFR Part 84; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of four (4) years after the termination of all activities funded under this Agreement. The retention period starts from the date of submission of the consolidated annual performance and evaluation report (CAPER), in which the specific activity is reported on for the final time. Records for non-expendable property acquired with funds under this contract shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of minor, that of a responsible parent/guardian.

5. Property Records\Reversion of Assets

The Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.

- a. Reversion of assets. Any real property acquired or improved in whole or in part using CDBG funds in excess of \$25,000 shall be

ATTACHMENT C

used as indicated in this agreement (including the beneficiaries of such use) for a period of at least five years after the closeout of the County's grant from which the assistance was provided.

Any changes in the use or planned use of assisted real property shall be bound by the requirements of 24 CFR 570.505.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the federal government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and, as applicable, OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly, on a monthly basis, all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this contract based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be

ATTACHMENT C

adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in a form, similar to Appendix "A" on a calendar quarterly basis.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this contract.

2. Procurement Standards

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR Part 84, Procurement Standards, and shall subsequently follow, Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this contract.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in § 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil right ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

ATTACHMENT C

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. W/MBE

The Subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" mean a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Subrecipient may rely on written representations by

ATTACHMENT C

businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the Grantee pertaining to such 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provided, that if wage rates

ATTACHMENT C

higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

In accordance with Article 2 (commencing at section 1770), Chapter 1, Part 7, Division 2 of the Labor Code of California, the Director of the Department of Industrial Relations has determined the general prevailing rate of wages applicable to the work to be done. These rates are set forth in a schedule located at the State Department of Industrial Relations, Director of Industrial Relations. This schedule is on file with the District and available to any interested party on request. Attention is further directed to the provisions Section 1773.8 of the Labor Code of the State of California concerning payment of travel and subsistence payments as defined in the applicable collective bargaining agreements on file with the Department of Industrial Relations affecting each worker needed to execute the work. Attention is further directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code of the State of California concerning employment of apprentices by the Contractor or a subcontractor. Each prime contractor and all subcontractors are responsible for compliance with all requirements of the California Labor Code, including, but not limited to, sections 1777.5 and 1777.6.

3. "Section 3" Clause
a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

ATTACHMENT C

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

This project will be monitored by the Department of Industrial Relations, Compliance Monitoring Unit (CMU) pursuant to the California Labor Code Section 1771.3 and the California Code of Regulations Sections 16450-16464. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1[a]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to the Labor Code section 1725.5. All contractors and subcontractor must furnish electronic certified payroll records directly to Labor Commissioner once monthly. In addition, the contractor and subcontractors must submit the certified payroll records to the District's Labor Compliance Consultant for review.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency.

The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under

ATTACHMENT C

24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this contract without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients that are receiving funds under the CDBG Entitlement program.

ATTACHMENT C

5. Lobbying

The Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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;

b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification - Paragraph d

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.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:

- Clean Air Act, 42 U.S.C., 7401, et seq.

ATTACHMENT C

- Federal Water Pollution control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures might be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

XII. DRUG FREE WORKPLACE

Subrecipient will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an on-going drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The subrecipient's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

ATTACHMENT C

3. Making it a requirement that each employee engaged in the performance of the grant is given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that as a condition of employment under the grant the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the Grantee in writing, within ten calendar days after receiving notice under subparagraph 4. b. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking on the following actions, within 30 calendar days of receiving notice under subparagraph 4. b., with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

XIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

GRANTEE

SUBRECIPIENT

Andrew Malik
Assistant City Manager

Name
Title (CEO)
Organization

ATTACHMENT C

APPROVED AS TO FORM

SUBRECIPIENT

Leticia Ramirez
City Attorney

Name
Title (CFO)
Organization

RESOLUTION 2021-_____

RECOMMENDING THE AWARD OF LOCAL PRIORITY FUNDING ALLOCATIONS FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT
PARTNERSHIPS PROGRAM (HOME) FUNDS FOR FISCAL YEAR 2021-2022

WHEREAS, Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds are allocated to cities and counties by the United States Department of Housing and Urban Development (HUD) for use in projects, programs, and services that demonstrate a benefit to low and moderate income persons, and

WHEREAS, The City of Tracy, as a subrecipient of the County of San Joaquin, will receive an estimated \$498,077 in CDBG funds and \$163,461 in HOME funds for Fiscal Year (FY) 2021-2022, and

WHEREAS, On February 4, 2021, the Parks and Community Services Commission conducted a public meeting to consider the received applications and make priority ranking and funding allocation recommendations for consideration by City Council based on adopted local priority funding criteria, and

WHEREAS, The City Council conducted a public hearing on March 16, 2021, to consider the applications for allocation of CDBG and HOME funds for FY 2021-2022, and

WHEREAS, The entities (the "Awardees") receiving CDBG and HOME funding are required to enter into an agreement with the City and/or the County of San Joaquin to ensure funds are spent in accordance with the applications that were evaluated to determine funding eligibility and amounts. A standard funding agreement (the "Funding Agreement") is attached to the staff report accompanying this resolution;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy does hereby recommend the priority ranking and award of CDBG and HOME funds to the following Awardees:

CDBG Public Services

<u>Rank</u>	<u>Applicant/Awardee</u>	<u>Funding Amount</u>
Direct	San Joaquin Fair Housing Agency	\$ 5,500
Direct	San Joaquin County Food Services Pool	<u>\$ 8,458</u>
	<i>Mobile Farmers Market</i>	<i>\$ 3,850</i>
	<i>Meals on Wheels</i>	<i>\$ 4,608</i>

<u>Rank</u>	<u>Applicant/Awardee</u>	<u>Funding Amount</u>
1	Women's Center	\$ 12,000
2	Tracy Interfaith Ministries	\$ 12,000
3	Boys & Girls Clubs of Tracy	\$ 8,000
4	Tracy Community Connections	\$ 8,000
5	McHenry House Family Shelter	\$ 7,273
6	Coalition of Tracy Citizens to Assist the Homeless	\$ 6,973
7	Tracy D.A.R.E. Program, Inc.	\$ 6,508

Total \$74,712

CDBG Public Facilities/Public Improvements

<u>Rank</u>	<u>Applicant/Awardee</u>	<u>Funding Amount</u>
Direct	Grant Administration <i>City of Tracy</i>	\$20,000
1	City of Tracy (Arbor Rd. Project)	\$403,365
Total		\$423,365

HOME INVESTMENT PARTNERSHIP

<u>Rank</u>	<u>Applicant/Awardee</u>	<u>Funding Amount</u>
1	Housing Authority County of San Joaquin	\$163,461
Total		\$163,461

BE IT FURTHER RESOLVED, That the Assistant City Manager is authorized to sign the Funding Agreements on behalf of the City.

* * * * *

The foregoing Resolution 2021-_____ was adopted by the Tracy City Council on the 16th day of March 2021, by the following vote:

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

 MAYOR

ATTEST:

 CITY CLERK

March 16, 2021

AGENDA ITEM 3.C

REQUEST

RECEIVE UPDATE ON HOMELESSNESS AND PROVIDE DIRECTION ON TEMPORARY EMERGENCY HOUSING FACILITY PROJECT, INCLUDING FUNDING STRATEGIES

EXECUTIVE SUMMARY

The effects of homelessness on people and communities is a growing regional and state-wide crisis, with homelessness in Tracy increasing from 90 unsheltered individuals in 2017 to 155 in 2019¹. Understanding the importance of this issue, the City Council has supported local efforts and projects to address this challenge, and has identified it as one of its top strategic priorities for 2021-2023. Unfortunately, the global COVID-19 pandemic has exacerbated this issue, creating a more acute need around homelessness response and intervention.

This report provides an update on the City's efforts to address homelessness and quality of life issues and legal impacts of homeless-related Ninth Circuit court decisions. The report also includes a status update about the Arbor Road Temporary Emergency Housing project, including resources needed to complete the design and construction, and operate and manage the facility on an ongoing basis.

DISCUSSION

Homelessness is a growing regional and state-wide crisis. From 2017 to 2019, homelessness across San Joaquin County increased by 170%, and in Tracy, the homeless population grew from 90 unsheltered individuals in 2017 to 155 in 2019. Further, many individuals and families have experienced or will experience sudden income loss due to COVID-19, leaving them vulnerable to eviction and homelessness.

This report provides a comprehensive update about the following homeless-related topics:

- Homelessness in San Joaquin County and Resource Constraints
- Legal Implications of Homeless Related Court Decisions
- Homelessness and City Parks
- City Approach to Safety and Maintaining Quality of Life
- City of Tracy Homelessness Strategic Plan Implementation - Arbor Road Temporary Emergency Housing Project

¹ San Joaquin Continuum of Care Report on the Point in Time County of the Sheltered and Unsheltered Homeless (April 22, 2019)

Homelessness in San Joaquin County and Resource Constraints

The federal Department of Housing and Urban Development (HUD) requires that, every two years, each Homeless Continuum of Care conduct a point-in-time (PIT) count of individuals and families experiencing homelessness, using HUD-approved methodology in order to qualify for Continuum of Care (CoC) funds. During the last ten days of January 2019, through a massive volunteer effort including 401 people representing 91 separate organizations, the San Joaquin Continuum of Care counted 1,558 unsheltered homeless individuals living within the geographic region of San Joaquin County. Of those, 59% were in Stockton, 14% in Manteca, 10% in Tracy, 9% in Lodi, with the rest scattered around Lathrop, Ripon and Escalon. (Note: due to constraints caused by COVID-19, the San Joaquin Continuum of Care (SJCoC) requested and received a waiver to postpone the 2021 count until a later time).

City	Unsheltered Individuals
Stockton	921
Manteca	218
Tracy	155
Lodi	139
Lathrop	14
Ripon	7
Escalon	4
Unincorporated	100
County Total	1,558

The City actively coordinates with a team of key stakeholders to address homelessness and impacts to Tracy's quality of life. This coordination includes a partnership led by the Tracy Police Department Neighborhood Resource Officers (NRO), the SJCoC, Housing Authority of San Joaquin County, County Behavioral Health and support operations like Operation Helping Hands, a multi-agency outreach that takes city, county, and homeless service provider resources to the homeless where they live. The primary goal being to address the needs of the Tracy unsheltered community and transition individuals to more permanent housing. The City also works closely with several local partners including Interfaith Ministries and Tracy Community Connections Center (TCCC) to connect the unsheltered with needed resources, such as food, shelter, and clothing.

While the partnerships in the City are extremely valuable and impactful, Tracy has a limited social service and non-profit infrastructure, which makes it challenging to address the complex needs of the unsheltered in a comprehensive way. This limitation became more evident when the City took steps to implement a safe parking and warming center service program in February 2020. While comprehensive outreach was conducted, the issuance of a Request for Proposal (RFP) resulted in no responsive proposals being received for either safe parking or warming center services. Eventually, the City was able to secure a local partner to provide warming center

services in December 2020.

Consistent with its Strategic Homelessness Plan, the Council gave direction to move forward with plans to design and construct a temporary emergency housing facility on Arbor Road. However, given potential constraints around securing homeless-related resources, staff will begin its outreach process in advance of any construction to ensure adequate responses to the City's RFP for homeless facility operational and management services.

Legal Implications of Homeless-Related Court Decisions

California has the nation's largest population of people experiencing homelessness (150,000+ people). It also has the country's lowest rates of shelter beds for homeless individuals. Throughout the state, just 30% of people experiencing homelessness have access to emergency shelter on any given night.

Within this context, the 2018 *Martin v. Boise* Ninth Circuit Court of Appeals ruling, one of the most significant court cases about homelessness exacerbated an already difficult situation for communities throughout the state. In September 2018, a panel of the Ninth Circuit ruled on a case called *Martin v. City of Boise*, where the enforcement of ordinances that prohibit sleeping or camping on public property against homeless individuals is considered unconstitutional when those individuals do not have a meaningful alternative, such as shelter space.

The Ninth Circuit subsequently amended its opinion slightly in April 2019 but denied a petition for rehearing by the full court. In December 2019, the U.S. Supreme Court denied a petition for review filed by the City of Boise, which meant that *Martin* is binding authority in the Ninth Circuit (which includes California) for the foreseeable future.

The *Martin* case dates back to 2009, when the plaintiffs, six currently and formerly homeless Boise, Idaho residents, alleged that laws prohibiting them from sleeping outdoors within city limits amounted to cruel and unusual punishment and violated their rights under the Eighth Amendment. The local court ultimately ruled in favor of the plaintiffs, but the City of Boise appealed. It would be another nine years of litigation until the case finally received a ruling in the 9th Circuit. Once again, the court found for the plaintiffs, not the city. According to Judge Marsha S. Berzon:

"Turning to the merits, the panel held that the Cruel and Unusual Punishments Clause of the Eighth Amendment precluded the enforcement of a statute prohibiting sleeping outside against homeless individuals with no access to alternative shelter. ...As long as there is no option of sleeping indoors, the government cannot criminalize indigent, homeless people for sleeping outdoors, on public property, on the false premise they had a choice in the matter."

In short, the decision in *Martin* prohibits the government from criminalizing homeless individuals for sleeping outdoors on public property when there is no option of sleeping indoors. As a result, many communities have significantly reduced enforcement efforts given the legal implications of the Court's ruling. This reluctance has further exacerbated

the homeless situation and created challenges when trying to address informal living arrangements in areas not intended for residential living.

This situation is further complicated by State COVID-19 orders and Center for Disease Control (CDC) guidance which generally state that the unhoused should not be moved from their locations because of the increased risk of spreading the disease. This issue has presented even more complicated challenges to a serious problem where there are no easy answers or quick solutions.

The City, not unlike many other areas in California, has experienced an increase in the number of unsheltered homeless over the past several years. This increase has had a pronounced impact on City operations and resources, including, but not limited to: Police, Public Works, Code Enforcement, Parks and Recreation, legal services and general administration. As a result, resources are re-deployed and re-assigned on a daily basis to address homelessness, often at a cost because of other competing priorities.

In addition to operations, the fiscal cost to manage and address safety and quality of life issues has also increased. In less than three years, the Public Works Department has recorded 1,924 additional labor hours dedicated solely to encampment/homeless related clean-ups resulting in almost 196 tons of debris being hauled off at a cost of over \$104,000 for the debris disposal alone. Additionally, Public Works expended approximately \$45,000 in contracted biohazard removal services in 2021 alone. (Administrative support, equipment and other associated costs are not included.) It is important to note that these figures do not include other blight abatement tasks such as the clean-up of illegal dumping or abandoned shopping cart collection. This data does not quantify the impacts on the City facilities or their conditions. Additionally, it does not capture the impacts of diverted resources from other maintenance and repair functions such as street and sidewalk repair in order to perform these large-scale encampment clean-ups.

Homelessness and City Parks

While there is evidence of homelessness throughout the community, the City's unsheltered community tends to reside at City parks and detention basins. At one point the City had two large encampments; one adjacent to Clyde Bland Park, behind the I-205 sound wall on Caltrans property and the other at El Pescadero Park. Last year, residents from the Clyde Bland Park encampment relocated to various locations in the City (including El Pescadero Park) due to increased heat exposure, allowing the City and Caltrans to clean and remove debris and litter left behind. Since then, the area has been free of encampments.

However, the encampment at El Pescadero Park continues to average 55 unsheltered residents at any point in time. El Pescadero is an appealing location for the City's unsheltered community given its proximity to a recycling center, two convenience stores, Tracy Interfaith Ministries (a source of food), and mobile showers temporarily provided by Tracy Community Connections Center.

Since the late 1990's, El Pescadero Park has experienced a broad range of challenges,

including blight, vandalism, and other safety issues. Significant portions of the park were made up of very densely planted pine trees with low branches – providing heavy cover and casting deep shade in many parts of the park, while other areas were devoid of trees. The layout and topography of the park provided the necessary cover to facilitate various levels of undesirable activity. The park also suffered from maintenance issues including but not limited to restroom facility closures, skate park graffiti, vandalism, broken or sagging dog park fences, deteriorating playground equipment and irrigation systems, and poor turf conditions.

Since 1998, several park initiatives were implemented to address some of the maintenance and safety issues at El Pescadero. Improvements included the removal of dozens of old, dense and potentially hazardous trees, and regular thinning of the remaining trees to provide better sight lines and fewer hiding places. The irrigation system was repaired to improve the park turf, and the existing restroom was demolished and replaced with a new facility. Skate park damage and vandalism was regularly addressed, including graffiti removal.

The park has benefitted from several recent improvements, including a new restroom and basketball court, and some improved park lighting. Additionally, the turf within the large dog area of the dog park was heavily renovated in 2020 and earlier this year security cameras were installed.

Additionally, the Public Works Department, in coordination with the Tracy Police Department and Code Enforcement Division, perform twice-weekly posted encampment clean-ups – with encampment debris removal efforts on all other regular workdays. At El Pescadero Park alone, this inter-disciplinary team spends more than 36 hours per week on coordinating and noticing encampment clean ups - removing an average of six tons of debris per week in addition to their regular duties. The Police Department actively works to ensure abandoned vehicles are cleared and implements strategies to enhance safety at the park. In addition to clean up and enforcement duties, these teams of City employees have cultivated working relationships with the unsheltered individuals who call Tracy home. These relationships allow staff to leverage cooperation and gain voluntary compliance with the least amount of risk of conflict or unnecessary escalation.

City Approach to Safety and Maintaining Quality of Life

In FY 2018/19, Council approved the formation of a Community Preservation Unit (CPU), comprised of a two-person crew to address blight on City property and in the City right-of-way. At the time of creation, the CPU's primary tasks were to address illegal dumping throughout the City, collect and process abandoned shopping carts, remove illegal garage sale signs from traffic signs and poles, and to perform homeless encampment clean-up duties as needed.

Within two years, the responsibilities of the CPU expanded to include posting of the encampment clean-ups following established policies, coordination of clean-ups with the Code Enforcement Unit and Tracy Police Department Neighborhood Resource Officers (NROs), comprehensive data collection of site locations and off haul amounts to name a few. In just a few years, the amount of illegal dumping and tonnage has significantly increased, coupled with the size and scope of encampment clean-ups. This change has

resulted in reallocation of resources, time, and staff, and additional costs to implement biohazard remediation services for more extreme encampment clean-ups.

Understanding the importance of preserving and maintaining the City's quality of life, the Tracy Police Department through its Code Enforcement Division, Neighborhood Resource Officers (NROs), and Special Enforcement Team (SET) has partnered with city stakeholders and community organizations to comprehensively address safety impacts and resident concerns regarding homelessness. The ultimate objective is to prevent blight and improve quality of life for residents and the unsheltered through a collaborative approach focused on education, enforcement, restorative policing and humanized dealings with the unsheltered. While compliance is preferred, enforcement is an equal part of this plan as a means to leverage cooperation from our unsheltered population.

Code Enforcement and Neighborhood Resource Officers (NRO's)

NRO's will typically lead all police related matters regarding park/public blight issues, while serving as the point of contact for other City partners related to this operation. NRO's deploy weekly with Code Enforcement Officers in a proactive education and enforcement operation; to include patrols of known problem areas and calls for service at known problem areas. They also serve as an enforcement and security force, as needed and requested, for Public Works and Code Enforcement during cleaning or enforcement events. As mentioned previously, NRO's partner with Operation Helping Hands (OHH), to coordinate and facilitate wraparound services twice a month for unsheltered individuals wanting support and access to resources.

They also work with Public Works to advise on environmental elements with respect to crime prevention strategies pertaining to building design and landscaping. This partnership is particularly valuable in areas impacted by blight and crime.

Patrol and Special Enforcement Team (SET) Officers

The primary role of Patrol officers is to help identify problems as soon as they appear in public places. They will provide immediate, short-term solutions to problems when possible, and engage with others (e.g. NRO's) for longer term solutions. Patrol and SET officers may occasionally have to deal with park/public quality of life matters that require enforcement action by utilizing the Tracy Municipal Codes (TMC), Penal Codes, and Vehicle Codes for enforcement considerations. Additionally, they may occasionally be utilized during focused overt enforcement operations addressing park/public quality of life issues.

Homelessness Strategic Plan

To address the issues surrounding homelessness strategically, both regional and Tracy-specific strategic plans were drafted in Fall 2019, Tracy City Council's Homelessness ad-hoc committee provided guidance to inform the development of the Tracy Homelessness Strategic Plan (Attachment A) specific to the needs of Tracy, while being complimentary to regional homelessness efforts. In May 2020, the Tracy City Council adopted the Tracy Homeless Strategic Plan. Following the adoption of its Plan, the

Council subsequently adopted the San Joaquin Community Response to Homelessness – 2020 San Joaquin Strategic Plan (Attachment B) in October 2020.

The Tracy Plan established both short and long term goals to address housing issues and bolstering support services to those experiencing homelessness within the City.

City of Tracy Homelessness Strategic Plan Implementation Status – Arbor Road Temporary Emergency Housing Facility

One of the priority (short term) goals in the City's Homelessness Strategic Plan is to identify temporary emergency housing options. The importance of addressing the impact of homelessness is evident as Council declared a shelter crisis in March 2020 which makes the City eligible for certain grant funding and provides flexibility in meeting State building code regulations when housing homeless individuals. In addition, the Council recently took action to increase the number of emergency shelter beds in the County when it unanimously approved a site and construction of one of the County's first low barrier shelter. The temporary emergency housing facility will not only provide temporary shelter and respite to Tracy's unsheltered, but also a location for a service providers to assist and connect clients with resources, including permanent housing.

In September 2020, Council approved a location for the temporary emergency housing facility, preliminary funding for the project, and authorized staff to pursue grant opportunities. The project, located at 500 W. Arbor Road, includes both the construction of a new temporary housing facility to increase the number of shelter beds in the County, procurement or rental of restroom, shower and laundry facilities, and the selection of a service provider(s) to operate the facility and provide case management to connect people experiencing homelessness to health, employment and housing resources.

Funding Shortfall

The total construction costs are estimated at \$2,967,352. The City has been awarded, \$1,408,400 with another \$403,365 in pending grants; for a total funding of \$1,811,765.

The project requires development of currently unimproved City property. Preparing the site will include constructing and installing infrastructure (grading, paving, utility stubs and connections), securing the site and erecting the structure. Additionally, start-up funding will be needed to furnish the facility and secure an experienced service provider to manage and operate the facility.

In late fall of 2020, the City applied for \$1.5 million in Homeless Housing, Assistance and Prevention (HHAP) grant funding through San Joaquin County and the San Joaquin Continuum of Care. Through that process, the City was awarded a total of \$329,000, which could not be appealed. Most of the available funding was awarded to support homeless housing services in the Stockton area. Staff also recently applied for the City's CDBG Public Facilities grant and is being recommended for approximately \$403,365. Final approval of the CDGB recommendation for this grant will come before Council later this evening.

As noted in the table below, the estimated project funding shortfall to construct is approximately \$1,378,853 (Table One). However, this shortfall will be reduced by \$403,365 if Council approves the Parks and Community Services Commission's CDBG allocation recommendations, leaving a funding shortfall of approximately \$975,220. Council's funding in this amount would allow the project to progress into design and construction and enable staff to move forward with the RFP or Request for Interest (RFI) process to vet and secure experienced service providers and operators to manage the facility and programs once constructed.

In addition, staff has estimated the costs to open and run the facility is \$1,200,000 annually (or \$600,000 for six months for FY 2021-22). The estimates listed on the following table are engineering estimates for the design and construction of the facility including a 15% contingency and other start-up costs. This brings the potential projected shortfall for project completion and operations to \$2.15 million in FY 2021-22; with the additional on-going annual commitment of \$1.2 million to run the facility year round thereafter.

Arbor Road Temporary Emergency Housing Facility Construction Project Funding

Secured Project Revenue	Amount
City of Tracy - Project Location/Land (est. \$5/sq. ft)	\$ 180,000
Homelessness Prevention and Rapid Rehousing Services	\$ 500,000
Housing Asset Funds (Other)	\$ 190,000
Community Development Block Grant	\$ 100,000
CARES Act Coronavirus Relief Funds (committed for Unsheltered Support)	\$ 109,000
HHAP San Joaquin County Funds	\$ 329,400
SECURED FUNDING TOTAL	\$ 1,408,400
Project Expenses	
Construction	\$ 1,775,802
Design Support during Construction (5%)	\$ 88,790
Inspection and Construction Management (5%)	\$ 88,790
Contingency (15%)	\$ 266,370
Bathroom/shower/laundry/kitchen units/furnishing	\$ 567,500
City owned land value	\$ 180,000
PROJECT EXPENSE TOTAL	\$ 2,967,252
Project Funding Shortfall	\$ 1,558,852
Potential CDBG Funding Allocation	\$ 403,365
Project Funding Shortfall with CDBG Allocation	\$ 1,155,487

Given that the City will be establishing its own temporary emergency housing facility, it will be responsible for providing the necessary resources for this new City core service. At a minimum, additional services will include the need to procure one or more service

providers to operate and manage the new facility. It should be noted that while external grants may be available to offset expenses associated with homeless services, they will likely be limited and/or one-time monies. As a result, the City will likely have to budget for future associated operational facility expenses using General Fund dollars. That being said, given overall impact of homelessness on staff resources and operations coupled with the introduction of new core services of homelessness response and prevention, Council, in the near future, may need to consider directing additional resources to support a small housing and human services division to provide support and services in a more efficient manner.

To help offset costs, the city continues to seek out and applying for grant funding opportunities. If Council decides to allocate Measure V funds to close the project shortfall as part of the FY 2021/22 CIP budget process, this direction will be presented to Council as part of its Council CIP Workshop scheduled for April 2021.

STRATEGIC PRIORITY

This agenda item supports the Public Safety Strategic Priority, Implement the adopted Homelessness Strategic Plan.

FISCAL IMPACT

This agenda items is intended to provide an update on the City's homelessness efforts, including the status of the Arbor Road Temporary Emergency Housing Facility. The total construction costs are estimated at \$2,967,252. The City has been awarded, \$1,408,400 with another \$403,365 in pending grants; for a total funding of \$1,811,765. The estimated construction shortfall is \$1,155,487. The first year operation costs are estimated at \$600,000 for six months; annualized at \$1.2 million for a full year of operations.

Staff is seeking direction from City Council on its desire to fund the remaining construction costs and the on-going operational costs. This direction will be reflected in the upcoming Council Capital Improvement Project Workshop scheduled for April 2021 and incorporated into the FY 2021-22 Operating and Capital Budget. Based on the development of the FY 2021-22 proposed budget, the City's General Fund operating budget is still heavily impacted by COVID and the current structural deficit. The City Council's only discretionary funds available for this project would come from Measure V. Alternatively, federal funds from the *American Rescue Plan Act*, a \$1.9 trillion relief and stimulus package recently approved by the federal legislature, may be eligible to cover the Arbor Road facility shortfall. This information will be presented to the Council, along with options for consideration as part of the April 20, 2021 Capital Improvement Program (CIP) Council Workshop.

Staff will continue to seek grants to mitigate both the construction costs and operating costs whenever possible.

RECOMMENDATION

It is recommended that the City Council:

1. Receive the update on City's homelessness efforts, including the status of Arbor Road Temporary Emergency Housing Facility project.
2. Provide direction regarding the allocation of funds through the FY operating and capital budget process to the close Arbor Road Temporary Emergency Housing Facility project shortfall.
3. Provide other direction to staff as necessary.

Prepared by: Midori Lichtwardt, Assistant City Manager
Sekou Millington, Chief of Police
Don Scholl, Director of Public Works

Reviewed, and Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

- A - City of Tracy – Homelessness Strategic Plan
- B – San Joaquin Community Response to Homelessness – 2020 San Joaquin Strategic Plan
- C – City of Tracy – Homelessness Strategic Plan Summary Page
- D - San Joaquin Continuum of Care Report on the Point in Time County of the Sheltered and Unsheltered Homeless (April 22, 2019)



CITY OF TRACY

HOMELESSNESS STRATEGIC PLAN

As approved and amended May 5, 2020

TABLE OF CONTENTS

EXECUTIVE SUMMARY	1
BACKGROUND	2
OVERVIEW OF HOMELESSNESS IN TRACY	3
COST OF HOMELESSNESS IN TRACY	3
EXISTING RESOURCES IN TRACY	4
IDENTIFIED GAPS & CHALLENGES	4
THEMES IDENTIFIED VIA COMMUNITY INPUT	6
GOALS & OBJECTIVES	7
CONCLUSION	8
IMPLEMENTATION PLAN	10
IMPLEMENTATION PLAN	17
TABLE A: California State-Funded Resources	20

Last Revised: 05-05-2020

EXECUTIVE SUMMARY

This Homelessness Strategic Plan outlines an ongoing comprehensive strategy to make homelessness rare, brief, and non-recurring in the City of Tracy. The direction and goals included in this plan build upon the recent progress the City has made towards ending homelessness while also recognizing new practices, emerging challenges, and opportunities to develop a system that uses all available resources to house people experiencing homelessness.

In response to the growing number of people experiencing homelessness within the City of Tracy, a collaboration of stakeholders, local service providers, community members and elected officials have mobilized to address the challenges related to homelessness. These stakeholders include a collective of various organizations including those with educational, legal, business, and faith-based interests; local homeless service providers; city, county, and state agencies; private businesses and non-profit organizations; as well as private individuals and consumer advocates. This strong collaboration represents one of the greatest tools within the City of Tracy to combat homelessness.

Trends in homelessness in the City of Tracy speak to the need for a comprehensive, coordinated community effort to address the issue. The 2019 biannual point in time count reports that there are 155 unsheltered persons living on the streets, cars, or places not meant for human habitation and 21 sheltered persons within city limits. The number of people experiencing unsheltered homelessness has increased dramatically (520%) since 2011. This large increase is attributable to under counting in previous years. Service providers working in Tracy reported that a change in the count methodology—including the establishment of a homeless outreach project on the day of the count and an increase in the number of volunteers—has helped to produce a more accurate count of people experiencing homelessness in the City.

While conversation and ideas are being discussed within the City of Tracy, the experience of homelessness continues to affect many individuals and families, while others live one pay-check or unforeseeable circumstance away from falling into homelessness, *i.e.* at-risk of homelessness. These realities propel city and county officials, nonprofit service providers, local businesses, faith-based organizations, and other stakeholders to continually strive to address the issue of homelessness.

This plan proposes a series of steps to strategically utilize existing resources and place the City in a position to access new resources. It intentionally builds upon the strengths of the community, namely the City and the San Joaquin County Continuum of Care, and the capacity of its individual stakeholders; to leverage existing resources to address challenges—such as the shortages of affordable housing and permanent supportive housing. However, the first priority of the City must be to create emergency shelter.

Specific strategies are organized under four primary goals:

STRATEGIC PLAN GOALS
GOAL 1: Increase Housing Options in Tracy
GOAL 2: Increase Access to Coordinated Support Services for People Experiencing Homelessness
GOAL 3: Develop Action Plans for Engaging with People Experiencing Homelessness
GOAL 4: Enact Specific Strategies for Vulnerable Subpopulations Experiencing Homelessness

As the City of Tracy embarks on the implementation of this plan, the City must communicate and promote this vision and strategy for implementation; update the plan as needed; continuously identify and seek out resources; and provide the leadership to make mid-course adjustments. The plan identifies outcomes that should be measured to ensure constant and consistent attention to the action steps and to measure success. Success will depend on the willingness and commitment of key stakeholders to embrace innovation and adopt a culture open to change.

BACKGROUND

In January of 2019, California’s Department of Housing and Community Development (HCD) presented the opportunity for Continuums of Care (CoC) and counties across the State of California to request technical assistance in three different areas of focus: capacity building, housing first, and housing stability. Eligible recipients of the technical assistance included those CoCs and counties that were direct recipients or administrators of California’s Emergency Solutions Grant Program (ESG) or No Place Like Home funding. In July of 2019, the City of Tracy, as a member of the San Joaquin Continuum of Care, submitted a request for support in developing a strategic plan to end homelessness. HCD approved the City of Tracy’s request as an exception—as the only city provided direct assistance—and it did so with the understanding that the City would coordinate with the CoC to compliment efforts.

The Technical Assistance Collaborative (TAC) was retained by HCD to engage with CoCs and Counties that submitted requests for “capacity building” technical assistance. TAC worked with HCD and the City of Tracy to develop a work plan, and engagement began in August of 2019. The goal of the public process was to enhance transparency and help the City of Tracy establish intentional and meaningful strategies to end homelessness, which culminated in a written plan.

Prior to this engagement, much of the planning around homelessness occurred at the CoC and county level. While the City of Tracy is unique in their capacity and needs, the city has expressed a commitment to collaborate efforts with the county to address homelessness within the framework of the San Joaquin CoC. Therefore, the planning process which produced this document focused on a more systemic-level approach to prevent and end homelessness within the city. As such, TAC conducted a thorough document and resource review. In addition to remote planning sessions and communication with the City, TAC facilitated an on-site strategic planning meeting in November 2019. Subsequently, three community forums were held in

December and January to obtain public input and promote transparency. Throughout the process, it was important to include the voice of those with lived experiences by inviting persons currently living on the streets or in places not meant for human habitation in Tracy to the community meetings.

In developing the plan, TAC drafted initial goals and objectives, based on the community planning session and additional feedback from the community workshops. The public comments were incorporated into the plan and, subsequently, the City's Ad Hoc Committee on Homelessness revised the draft goals and objectives. This collaborative effort produced the goals, objectives, and action steps outlined in this plan to end homelessness in the City of Tracy.

OVERVIEW OF HOMELESSNESS IN TRACY

The State of California is in the midst of an unprecedented homelessness and housing crisis. The number of individuals and families experiencing homelessness far exceeds any other state in the country. As of the January 2019 point in time count, the number of persons experiencing homelessness in California was 151,278. Nearly half of all people experiencing homelessness in the country were in three states: California (27% or 151,278 people); New York (16% or 92,091 people); and Florida (5% or 28,328 people). While the highest counts of homelessness exist in some of California's larger metropolitan areas, Tracy is not untouched by the crisis.

COST OF HOMELESSNESS IN TRACY

Nationally, a chronically homeless person costs the tax payer an average of \$35,578 per year. Costs on average are reduced by 49.5% when they are placed in supportive housing. Supportive housing costs on average \$12,800, making the net savings roughly \$4,800 per year.

Key findings from a study in Santa Clara, California found "overall, clients connected to permanent housing showed greater reduction in both emergency department use and charges compared to those who remained homeless or in less stable housing arrangements (a 34% reduction compared to a 12% reduction in emergency department visits, a 31% reduction compared to a 2% reduction in emergency department charges)." "The group connected to housing showed significantly greater reductions in the inpatient charges (a 27% decrease for those connected vs. a 49% increase for those not connected)."

Regarding the specific needs of the City of Tracy, there is a cost to the city as people continue to experience homelessness. The City is working to document the costs of the following services:

- Hospital Emergency Room Services
- Emergency Medical Resources
- Law Enforcement and Prosecution Resources
- County Jail, Court, and Criminal Justice System Resources

Often, these costs are actually higher than the cost of dedicating resources to provide people with permanent housing.

EXISTING RESOURCES IN TRACY

The strategic planning process requires the identification of existing resources to households experiencing or at-risk of homelessness, as well as any gaps in resources and those that may require strengthening or refining. The effort to prevent and end homelessness in Tracy must also take into considerations the state and federal funding climates and evolving policy priorities. No community can address homelessness by relying solely on dedicated homeless resources, but must access and leverage other more mainstream housing and service resources.

- **HUD RESOURCES**

The San Joaquin CoC has successfully obtained competitive federal homeless assistance funds through the Continuum of Care Program. In Fiscal Year 2018 the CoC received \$4,490,004 and, of that amount, 67% is for permanent supportive housing, 28% is for rapid rehousing, 2% is for the Homeless Management Information System, and 3% is for planning CoC activities. At the time of publication of this report the FY19 CoC Program awards were not fully announced.

- **CALIFORNIA RESOURCES**

The State of California, through inter-state agency partnerships and collaboration, has created and funded programs to complement federal and local/philanthropic funding for county and CoC crisis response systems. **TABLE A** outlines some of the funding opportunities available to support CoCs in California. The San Joaquin CoC currently receives funding through several of these opportunities.

- **TRACY RESOURCES**

There are 28 local service providers that make up the Tracy Community Homeless Task Force. The services offered include shelters; subsidized housing; community meals; food delivery to encampments; food pantries, markets, and produce; and hygiene programs.

IDENTIFIED GAPS & CHALLENGES

The City of Tracy faces significant challenges in its work to prevent and end homelessness. These difficulties and resource gaps have been identified in an effort to inform the goals and objectives included in this plan. They have been outlined below in four categories.

- **CRISIS RESPONSE**

This resource gap relates to the city's crisis response system and capacity for assisting households at-risk of and currently experiencing homelessness. It is imperative that people understand the risk of homelessness, and the relative fragility of many households' housing situations. Households at risk of homelessness are often one paycheck, utility bill, or medical bill away from an episode of homelessness. Those with

untreated behavioral health needs may be forced to leave housing due to related behaviors and risks. For those households that do enter the homeless crisis response system, the availability and access to safe shelter and outreach services are essential.

➔ CURRENT RESOURCE GAPS AND CHALLENGES RELATED TO CRISIS RESPONSE

- Not enough family shelters
- Lack of low barrier shelters
 - Need to allow families to stay together (without restrictions on the age of children)
 - Need to allow people to shelter with their pets
 - Need to have a place for people to store their possessions
- Need more behavioral health services and quick access to the services while people are in crisis
- Need for access to services after normal business hours/evening and weekends

• **HOUSING**

This resource gap relates to the availability of both public and private housing resources. The City is experiencing a severe lack of affordable housing for households at-risk of and experiencing homelessness, particularly those extremely and very low income households. The long term success in addressing homelessness in the City will involve both increasing the affordable housing stock and obtaining rental subsidies.

➔ CURRENT RESOURCE GAPS AND CHALLENGES RELATED TO HOUSING

- Lack of affordable housing
- No local provider funded to provide permanent supportive housing
- Huge deficit of landlords
- Existing housing stock is limited and unaffordable

• **SUPPORTIVE SERVICES**

This resource gap relates to the availability and access to services and other supports that aid households in their ability to successfully maintain housing. Supportive services are often the key to ensuring that households at-risk of homelessness are able to maintain their housing and avoid the need for crisis services. Similarly, supportive services also serve as the primary mechanism for ensuring that formerly homeless households are able to successfully maintain housing.

➔ CURRENT RESOURCE GAPS AND CHALLENGES RELATED TO SUPPORTIVE SERVICES

- Need for employment services
- Lack of transitional age youth resources
- No South County service center

- **SYSTEM LEVEL**

This resource gap relates to challenges experienced at the systems or community level that likely expand beyond the homeless services system. These challenges may involve systems of care other than the homeless crisis response system, and are likely bigger than any one project or resource.

➔ **CURRENT RESOURCE GAPS AND CHALLENGES RELATED TO SYSTEM LEVEL**

- Need for increased participation in Homeless Management Information System (HMIS) to help inform data-driven systemic level decisions
- Feeding schedules need to be coordinated to reduce waste of resources
- Lack of transportation throughout the City and connections with other cities within San Joaquin County

THEMES IDENTIFIED VIA COMMUNITY INPUT

TAC identified the following themes based on discussions regarding goals from the community planning session and additional feedback from the community workshops. The four identified themes include:

1. Move people who are experiencing homelessness into permanent housing as quickly as possible
2. Increase understanding regarding issues people experiencing homelessness face and/or increase the general understanding of homelessness
3. Strengthen capacity to increase resources for the homeless crisis response system
4. Prevent and divert new households from becoming homeless

GOALS & OBJECTIVES

Homelessness ends with a crisis response system that is able to provide housing and ensure that the root causes of homelessness are rare, brief, and non-reoccurring. These goals and objectives should maximize “housing first” principles. “Housing First” is a best practice and a requirement of many funding sources at both the state and federal levels. This approach should be implemented both at the systemic-level as well as at the local project level.

GOAL 1: INCREASE HOUSING OPTIONS IN TRACY

Objectives for GOAL 1:

- (1) SHORT-TERM: Identify immediate temporary “Emergency Housing” options and integrate crisis support services.
- (2) MID-TERM: Identify “Transitional Housing” options and integrate wrap-around support services with Navigation Center.
- (3) LONG-TERM: Increase affordable housing stock and assist in securing “Permanent Housing” with continued support services from Case Managers.
- (4) CONTINUOUS: Proactively pursue local, state, and federal funding to support housing options and support services.
- (5) Create property-owner economic initiative to increase the number of private housing options to support housing for people transitioning out of homelessness.

GOAL 2: INCREASE ACCESS TO COORDINATED SUPPORT SERVICES FOR PEOPLE EXPERIENCING HOMELESSNESS

Objectives for GOAL 2:

- (1) Create a centralized location to serve as a “Navigation Center” where people experiencing homelessness can gain access to appropriate services and resources based on their immediate needs.
- (2) Secure access to addiction, mental health, family reunification, job training, and other appropriate support services at the Navigation Center.
- (3) Enhance coordination between local service providers and county agencies.
- (4) Evaluate effectiveness of current spending and consider reallocating resources, while continuing to pursue other funding options.

GOAL 3: DEVELOP ACTION PLANS FOR ENGAGING WITH PEOPLE EXPERIENCING HOMELESSNESS

Objectives for GOAL 3:

- (1) Establish “Law Enforcement Protocol” for initiating contact with people experiencing homelessness that complies with the recent *Martin v. Boise* decision.
- (2) Establish “Crisis Response Protocol” for local service providers to render rapid crisis support — including after-hour services for people experiencing or at-risk of homelessness.
- (3) Partner with county agencies (including the District Attorney’s Office and the San Joaquin County Jail) to evaluate opportunities for diversion programs or other alternatives to incarceration for people experiencing homelessness—including a warm “hand off” to service providers to render immediate crisis support services or emergency housing.

GOAL 4: ENACT SPECIFIC STRATEGIES FOR VULNERABLE SUBPOPULATIONS EXPERIENCING HOMELESSNESS

Objectives for GOAL 4:

- (1) Identify people experiencing or at-risk of homelessness in vulnerable subpopulations within the City of Tracy—including, but not limited to, veterans, youth, the LGBTQ community, victims of crime, and people with behavioral health needs.
- (2) Ensure access to “Case Managers” for vulnerable subpopulations who will educate and provide connections to appropriate support services and housing options.
- (3) Identify and apply for funding opportunities to secure resources that are specifically available to support people from vulnerable subpopulations.
- (4) Develop a targeted initiative program to prevent “new” individuals in vulnerable subpopulations from becoming homeless.

CONCLUSION

For a community the size of the City of Tracy, the City must prioritize the need to prevent and end homelessness. While there are significant challenges ahead—due both to local circumstances and national trends—the City is working to meet these challenges, and is fortunate to have a team of committed organizations and agencies.

This Strategic Plan provides a framework to target resources to manage and decrease homelessness. The City of Tracy, with the cooperation of local elected officials and stakeholders, will oversee implementation of this plan.

The following key metrics should be used to evaluate the effectiveness of this Plan:

- Increase in the number of affordable housing units dedicated to people who are experiencing homelessness
- Decrease in homelessness in the community—including in key subpopulations such as families, veterans, and people who are chronically homeless
- Decrease in the number of persons who become homeless for the first time
- Decrease in the average and median length of time persons remain homeless
- Decrease in the percentage of persons who return to homelessness
- Increase in the percentage of adults who gain or increase employment or non-employment cash income over time
- Increase in the percentage of persons who exit to or retain permanent housing

To be successful, this Strategic Plan will require broad community support for expanding data collection, sharing data, and using accurate data as a planning tool. The City of Tracy and its elected officials should continue to sponsor community meetings to build public support, consensus, and commitment to the plan and to create a sense of urgency about these time-sensitive strategies. Since it is a perennial plan, quarterly meetings to report on progress and challenges will keep momentum going and allow for mid-course adjustments as needed. The community's support will be vital in affirming the Strategic Plan so that all stakeholders understand and fulfill their specific roles.

IMPLEMENTATION PLAN

GOAL 1: INCREASE HOUSING OPTIONS IN TRACY

OBJECTIVE 1: [SHORT-TERM] Identify immediate temporary “Emergency Housing” options and integrate crisis support services.

TASKS:

EMERGENCY SHELTER

- Identify local facility to use as Emergency Shelter for short-term *temporary* housing option
 - Prioritize low-barrier entry qualifications to Emergency Shelter
 - Access should be 24 hours a day, 7 days per week
 - Facility should include: beds/lofts, bathrooms, showers, heat/air-conditioning
 - Designate goal for number of beds at facility
 - Consider time-restraint to encourage transitioning to more permanent housing options
- **Consider re-purposing newly approved “Warming Center” as “Emergency Shelter”**
- Identify partners to manage daily operations at Emergency Shelter
- Draft RFP/MOU for organization to manage operations at Emergency Shelter
- Ensure access to local support services at Emergency Shelter
- Evaluate funding options [See GOAL 1:4]

SAFE PARKING AREA

- Identify local private/public parking lot to use as Safe Parking Area for individuals not amenable to entering Emergency Shelter
 - Prioritize low-barrier entry qualifications to Safe Parking Area
 - Designate time limitations on access to Safe Parking Area (*e.g.*, between 7:00pm and 7:00am)
 - Facility should include: bathroom access, security
- **Consider continuing newly approved “Safe Parking Area” through December 2020.**
- Draft RFP/MOU for organization to manage operations at Safe Parking Area
- Ensure access to local support services at Safe Parking Area
- Evaluate funding options [See GOAL 1:4]

CRISIS SUPPORT SERVICES

- Provide access to “Crisis Support” services to individuals experiencing crisis at Emergency Shelter
- Outreach and partner with local hospitals and institutions to collaborate on housing-focused discharge plans from hospitals and medical facilities
- Utilize “Crisis Support Protocol” [GOAL 3:2]
- Evaluate funding options [See GOAL 1:4]

OBJECTIVE 2: [MID-TERM] Identify “Transitional Housing” options and integrate wrap-around support services with the Navigation Center.

TASKS:

TRANSITIONAL HOUSING OPTIONS

- Identify local facilities to use as “Transitional Housing” for mid-term *transitional* housing option
 - Facilities should include: individual rooms, bathrooms, showers, heat/air-conditioning
 - Designate goal for number of beds at facility

- Designate goal for percentage of people transitioned into permanent housing each year
 - Consider time-restraint to encourage transition to permanent housing options
- Consider use of “tiny homes” development and zoning
- Draft RFP/MOU for organization to manage operations at Emergency Shelter
- Ensure access to any previous local “case management” resources
- Ensure access to local support services at Navigation Center
- Evaluate funding options [See GOAL 1:4]
 - Consider requiring residents to pay percentage of income towards rent

ACCESS TO SUPPORT SERVICES

- Provide access to local support services to residents at Transitional Housing facilities
 - Consider requiring regular check-ins and evaluations with a case manager
 - Provide aftercare services to people experiencing homelessness who have secured housing to ensure they remain housed
 - Ensure that case management from partner organizations includes support for households attempting to leave shelters and enter permanent housing
- Evaluate funding options [See GOAL 1:4]

OBJECTIVE 3: [LONG-TERM] Increase affordable housing stock and assist in securing “Permanent Housing” with continued support services from Case Managers.

TASKS:

INCREASE AFFORDABLE HOUSING STOCK

- Increase available “Affordable Housing” stock in the City of Tracy
- **Consider adopting the “Affordable Housing” strategies reviewed at previous City Council Affordable Housing workshop**
- Outreach and partner with a local housing provider) to consider the following opportunities:
 - Identify projects and opportunities that will result in more “Affordable Housing” units
 - Provide treatment-based housing for people with physical and behavioral health needs
 - Creating affordable housing policies that may encourage developers to build units that would support people experiencing or at-risk of homelessness

PERMANENT HOUSING

- Identify “Affordable Housing” facilities to use as long-term *permanent* housing option
 - Designate goal for percentage of people transitioned into permanent housing each year
 - Increase the number of “Affordable Housing” units dedicated to people experiencing homeless
- Ensure access to any previous local “case management” resources
- Ensure access to local support services at Navigation Center

ACCESS TO SUPPORT SERVICES

- Provide access to local support services to residents at Transitional Housing facilities
 - Consider requiring regular check-ins and evaluations with a case manager
 - Provide aftercare services to people experiencing homelessness who have secured housing to ensure they remain housed
 - Ensure that case management from partner organizations includes support for households attempting to leave shelters and enter permanent housing
- Evaluate funding options [See GOAL 1:4]

OBJECTIVE 4: [CONTINUOUS] Proactively pursue local, state, and federal funding to support housing options and support services.

TASKS:

FUNDING OPPORTUNITIES

- Compile information related to funding opportunities for addressing homelessness
 - Identify local, state, and federal agencies that distribute funding to address homelessness
 - Identify grants that distribute funding to address homelessness
- Create list of funding sources that the City of Tracy may be qualify for to address homelessness
 - Create calendar of dates for applying to funding sources
 - Consider assigning dedicated individual or organization to complete funding applications

REDISTRIBUTION OF RESOURCES

- Evaluate current resources spent on homelessness and consider reallocation [*See GOAL 2:4*]

OBJECTIVE 5: Create property-owner economic initiative to increase number of private housing options to support housing for transitioning homeless people.

TASKS:

LANDLORD INCENTIVE PROGRAM

- Create outreach efforts to link landlords with low-income tenants and tenants with rapid re-housing or housing vouchers
- Consider a local funding source to create gap financing to:
 - Make a rapid re-housing and housing voucher support match market rental rates
 - Provide finance support for permanent affordable housing developments
 - Provide eviction prevention services, including rental assistance and landlord mediation

GOAL 2: INCREASE ACCESS TO COORDINATED SUPPORT SERVICES FOR PEOPLE EXPERIENCING HOMELESSNESS

OBJECTIVE 1: Create a centralized location to serve as a “Navigation Center” where people experiencing homelessness can gain access to appropriate services and resources based on their immediate needs.

TASKS:

NAVIGATION CENTER

- Identify location and secure facility to serve as a Navigation Center
- Partner with local service providers, non-profit organizations, and faith-based groups to coordinate procurement of services and resources at the Navigation Center
- Retain “Case Managers” to ensure that people experiencing homelessness are supported in accessing addiction, mental health, family reunification, job training, and other appropriate support services
- Ensure that resources and services are available to people who have formerly experienced homelessness to maintain their stable housing

OBJECTIVE 2: Secure access to addiction, mental health, family reunification, job training, and other appropriate support services at the Navigation Center.

TASKS:

ACCESS TO SUPPORT SERVICES

- Identify service providers and county agencies that provide necessary support services for some people experiencing homelessness
 - Identify service providers/agencies for alcohol and narcotics addiction services
 - Identify service providers/agencies for mental and behavioral health services
 - Identify service providers/agencies for family reunification services
 - Identify service providers/agencies for job training services
 - Identify other appropriate service providers/agencies as needed
- Work with providers/agencies to bring access to such services directly at the Navigation Center

OBJECTIVE 3: Enhance coordination between local service providers and county agencies.

TASKS:

COORDINATION EFFORTS

- Invite local service providers, county agencies, non-profit organizations, and faith-based groups to coordinate providing services to people experiencing homelessness at the Navigation Center
- Ensure access to services for people at-risk of homelessness and people exiting homelessness
- Strengthen partnerships between the City, county agencies, and local service providers by coordinating access, collection, analysis of data; using HMIS & CoC data programs; and enhancing data cross-checking
- Partner with other agencies to evaluate how to leverage resources and pursue funding opportunities.
- Commit to actively participating with the Continuum of Care

OBJECTIVE 4: Evaluate effectiveness of current spending and consider reallocating resources, while continuing to pursue other funding options.

TASKS:

RESOURCE ASSESSMENT

- Conduct an audit and create a report that identifies all city resource allocations currently used to address homelessness within the City of Tracy
- Identify opportunities and adopt a plan to effectively reallocate funds that are used on repetitive temporary tasks—such as posting notices for cleaning of encampment debris

GOAL 3: DEVELOP ACTION PLANS FOR ENGAGING WITH PEOPLE EXPERIENCING HOMELESSNESS

OBJECTIVE 1: Establish “Law Enforcement Protocol” for initiating contact with people experiencing homelessness that complies with the recent *Martin v. Boise* decision.

TASKS:

LAW ENFORCEMENT PROTOCOL

- Request memorandum defining the requirements of the recent *Martin v. Boise* decision from the Tracy City Attorney
- Direct City Attorney and City Manager to work collaboratively with law enforcement partners to develop protocol for law enforcement officers to utilize while engaging with people experiencing homelessness that considers the strategies and goals of the Tracy Homelessness Strategic Plan
- Develop report for transparency purposes that defines the protocol and the legal compliance required
- Educate law enforcement officers in utilization of the protocol

OBJECTIVE 2: Establish “Crisis Response Protocol” for local service providers to render rapid crisis support — including after-hour services for people experiencing or at-risk of homelessness.

TASKS:

CRISIS RESPONSE PROTOCOL

- Invite local service providers to convene and develop a “Crisis Response Protocol” based on best practices and in consideration of the strategies and goals of the Tracy Homelessness Strategic Plan
- Identify qualified partners to render the crisis support services as identified within the protocol
 - Consider the use of peer support specialist to provide after-hour support services
- Provide access to “Crisis Support” services to individuals experiencing crisis at Emergency Shelter

OBJECTIVE 3: Partner with county agencies (including the District Attorney’s Office and the San Joaquin County Jail) to evaluate opportunities for diversion programs or other alternatives to incarceration for people experiencing homelessness — including a warm “hand off” to service providers to render immediate crisis support services or emergency housing.

TASKS:

OPPORTUNITIES WITH COUNTY AGENCIES

- Invite San Joaquin County agencies (including the District Attorney’s Office, the County Jail, Superior Court, Continuum of Care, Human Services Agency, and Behavior Health) to convene and assess opportunities for serving people experiencing homelessness in the City of Tracy
- Consider opportunities for diversion programs or alternatives to incarceration for people experiencing homelessness that have pending criminal charges
 - Consider programmatic solutions including: LEAD (Law Enforcement Assisted Diversion); Community Prosecution; Collaborative Courts (including Drug Court, Mental Health Court, Homelessness Court, and Veterans Court)
- Consider partnership/MOU with County Agencies to facilities such alternatives

GOAL 4: ENACT SPECIFIC STRATEGIES FOR VULNERABLE SUBPOPULATIONS EXPERIENCING HOMELESSNESS

OBJECTIVE 1: Identify people experiencing or at-risk of homelessness in vulnerable subpopulations within the City of Tracy — including, but not limited to, veterans, youth, the LGBTQ community, victims of crime, and people with behavioral health needs.

TASKS:

VULNERABLE SUBPOPULATIONS

- Invite organizations that serve similar subpopulations to convene together and collaborate with the City of Tracy to support subpopulation-specific needs
- Coordinate with HMIS to track progress of individuals from vulnerable subpopulations

OBJECTIVE 2: Ensure access to “Case Managers” for vulnerable subpopulations who will educate and provide connections to appropriate support services and housing options.

TASKS:

CASE MANAGEMENT

- Ensure that partners’ “Case Management” program includes linkage to navigation, healthcare, and mainstream benefit programs—such as:
 - CalFresh, CalWORKs, General Assistance, Medi-Cal, Supplemental Security Income (SSI), Social Security Disability Income (SSDI), and Veteran’s Benefits
 - Assistance in obtaining important identification documents, including identification cards and birth certificates to ensure that people experiencing homelessness are able to apply for benefits, employment, and housing
 - Education regarding the use of public transportation systems to empower people experiencing homelessness to transport themselves independently
- Ensure that partners have resources to link homeless individuals to primary care, urgent and emergency care, detox, residential and outpatient substance use treatment, and mental health services

OBJECTIVE 3: Identify and apply for funding opportunities to secure resources that are specifically available to support people from vulnerable subpopulations.

TASKS:

FUNDING FOR VULNERABLE SUBPOPULATIONS

- Work with organizations that serve subpopulations to collaborate on funding opportunities with the City of Tracy to support subpopulation-specific needs
- Create a list of opportunities and qualification (such as HEAP, ESG, CDBG) that may be available to specific vulnerable subpopulations

OBJECTIVE 4: Develop a targeted initiative program to prevent “new” individuals in vulnerable subpopulations from becoming homeless.

TASKS:

PUBLIC AWARENESS CAMPAIGN

- Create a public awareness campaign around homelessness issues and available local resources.

- o Develop awareness and understanding of the issues that people experiencing homelessness face
- o Sponsor a community campaign on literal homelessness, risk of homelessness, and prevention of homelessness
- o Distribute information on the risk of homelessness, key indicators of possible risk, and available resources to schools, faith-based organizations, and county agencies frequented by the public

AMENDMENT 1
To Tracy Homelessness Strategic Plan
Approved May 5, 2020

The Tracy Homelessness Strategic Plan was developed and drafted in late 2019 to early 2020, just prior to the emergence of the global COVID-19 pandemic health crisis in the U.S. This section was added to recognize the unique circumstances and potential opportunities presented by the COVID-19 pandemic.

IMPLEMENTATION PLAN

GOAL 1: INCREASE HOUSING OPTIONS IN TRACY

OBJECTIVE 1: [SHORT-TERM] Identify immediate temporary “Emergency Housing” options and integrate crisis support services.

TASKS:

“PANDEMIC” EMERGENCY SHELTER

- Consider re-purposing previously approved “Warming Center” as temporary “Pandemic Emergency Shelter” during COVID-19 pandemic
- Communicate information to the public and local organizations to support/access this temporary shelter

“PROJECT ROOMKEY” HOUSING OPPORTUNITY

- Investigate whether City of Tracy may access “Project Roomkey” temporary housing resources from State of California for people experiencing homelessness
- If opportunity is unavailable, then evaluate the viability of partnering with local hotels to provide temporary shelter during COVID-19 pandemic

UNAUTHORIZED SETTLEMENT IN PUBLIC SPACES

- Identify locations where significant unauthorized settlement is occurring in public spaces
- Provide access to temporary restroom facilities near these unauthorized settlements to reduce spread of COVID-19 during the pandemic
- Provide access to temporary hygiene stations near these unauthorized settlements to reduce spread of COVID-19 during the pandemic
- Provide information for individuals to transition to “Pandemic Emergency Shelter” once established

DONATION CENTER

- Identify location/organization for donations of essential items for people experiencing homelessness
 - Including: Sanitizer, Face masks, Soap, Shampoo/Conditioner, Feminine hygiene items
- Communicate information to the public and local organizations to support/access these donations

OBJECTIVE 4: [CONTINUOUS] Proactively pursue local, state, and federal funding to support housing options and support services.

TASKS:

CENTRALIZE COMMUNICATIONS RELATED TO HOMELESSNESS

- Create specific contact resources for communications related to homelessness in the City of Tracy
 - o Including: Email, Phone number, Informational webpage, Social media platforms

“PANDEMIC” FUNDING OPPORTUNITIES

- Identify local, state, and federal funding opportunities to address homelessness support services during COVID-19 pandemic
- Assign department to evaluate and complete applications for any available funding opportunities specific to COVID-19 pandemic

REDISTRIBUTION OF RESOURCES

- Monitor amount of resources spent on COVID-19 pandemic (including staff hours) for potential reimbursement by future funding opportunities
- Evaluate current resources spent on homelessness and consider reallocation to homelessness support services during COVID-19 pandemic

GOAL 2: INCREASE ACCESS TO COORDINATED SUPPORT SERVICES FOR PEOPLE EXPERIENCING HOMELESSNESS

OBJECTIVE 3: Enhance coordination between local service providers and county agencies.

TASKS:

PRIORITIZE COORDINATION EFFORTS RELATED TO COVID-19 PANDEMIC

- Partner with other agencies to evaluate how to leverage resources and pursue funding opportunities.
- Commit to actively coordinating support services and funding opportunities with local service providers, and local, state, and federal government agencies.

GOAL 4: ENACT SPECIFIC STRATEGIES FOR VULNERABLE SUBPOPULATIONS EXPERIENCING HOMELESSNESS

OBJECTIVE 1: Identify people experiencing or at-risk of homelessness in vulnerable subpopulations within the City of Tracy — including, but not limited to, veterans, youth, the LGBTQ community, victims of crime, and people with behavioral health needs.

TASKS:

IDENTIFY VULNERABLE SUBPOPULATIONS DURING COVID-19 PANDEMIC

- Identify vulnerable subpopulations during COVID-19 pandemic

- o Suggested subpopulations include:
 - Veterans of Armed Forces
 - Youth (Aged 17 and below)
 - LGBTQ Community
 - Victims of Crime
 - People with Mental/Behavioral Health Needs
 - People with Disabilities
 - Non-Native English Speakers
 - Undocumented Immigrants

OBJECTIVE 3: Identify and apply for funding opportunities to secure resources that are specifically available to support people from vulnerable subpopulations.

TASKS:

IDENTIFY SUPPORT SERVICES DURING COVID-19 PANDEMIC

- Identify organizations & government agencies that generally provide support to these identified groups

CONTACT ORGANIZATIONS/AGENCIES FOR SUPPORT DURING COVID-19 PANDEMIC

- Contact government agencies & organizations that support these identified groups for possible collaboration of services, and information about potential funding opportunities related to the COVID-19 pandemic
- Create a list of funding opportunities that may be available to offer support services for these identified groups during the COVID-19 pandemic
- Apply for available funding opportunities to support identified groups during the COVID-19 pandemic

TABLE A: California State-Funded Resources

Program	Eligible uses	Eligible Applicants
Multifamily Housing Program- Supportive Housing (SHMHP)	Provides construction, rehabilitation, or acquisition of permanent supportive housing.	Nonprofits and/or for-profit developers and organizations.
California Emergency Solutions and Housing Program (CESH)	Provides housing relocation and stabilization services (including rental assistance), operating subsidies for permanent housing, flexible housing subsidy funds, operating support for emergency housing interventions, systems support for homelessness services and housing delivery systems, and can support homelessness planning.	Administrative Entities -- local governments, nonprofit organizations, or unified funding agencies -- designated by the Continuum of Care to administer CESH funds in their service area.
Housing for a Healthy California	Provides construction, rehabilitation, or acquisition of affordable housing; operating assistance (including long-term rental assistance and operating costs); administrative costs.	Counties and/or developers.
Emergency Solutions Grant Program (ESG)	Provides street outreach; emergency shelter; homelessness prevention; rapid re-housing; data collection; administrative costs.	Local government and private non-profit organizations.
No Place Like Home (NPLH)	Provides acquisition, design, construction, rehabilitation, or preservation of supportive housing.	Counties and counties in partnership with the development sponsor.
Permanent Local Housing Allocation (PLHA) (SB 2)	70 percent of the proceeds will be allocated to local governments (through both over-the-counter and competitive processes) for specified local projects or programs. Ten percent to assist the development of farmworker housing and five percent HCD to administer a program to incentivize the permitting of affordable housing. Fifteen percent will be allocated to CalHFA to assist mixed-income multifamily developments.	Local governments, eligibility of other entities TBD

Program	Eligible uses	Eligible Applicants
Veterans Housing and Homelessness Prevention Program (VHHP)* *Also a project with CalVet and CalHFA	Provides acquisition and/or construction or rehabilitation of an Affordable Rental Housing Development or Transitional Housing, or the conversion of an existing structure into one of these housing types.	Counties and nonprofits.
Affordable Housing and Sustainable Communities (AHSC)	Transportation stop required. Offers 3 types of grants, one specifically for rural projects.	Govt. agencies, localities, project sponsors.
Transformative Climate Communities (TCC)	Limited to projects, or planning for projects, that reduces GHG or VMT. Requires reporting of GHG/VMT progress. Offers two types of grants, including a planning option that could lead to future TCC grant approvals.	Businesses, organizations, stakeholders.
Homeless Emergency Aid Program (HEAP)	Provides one-time funding to enable local governments to respond to homelessness through the following eligible activities; emergency housing vouchers, rapid rehousing, emergency shelter construction and use of armories to provide temporary shelters.	City, county or joint power must declare an emergency shelter crisis (waiver processes for smaller cities/counties that do not declare a shelter emergency). CoC must demonstrate collaboration with other city, county or nonprofit partners.
Homeless Housing and Assistance Prevention (HHAP)	Provides one-time block grant funding to local jurisdictions with funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges.	Continuums of Care; Largest Cities, with populations of 300,000 or more (as of January 2019); and Counties

The San Joaquin Community Response to Homelessness

2020 SAN JOAQUIN COUNTY STRATEGIC PLAN



ACKNOWLEDGEMENTS

This strategic plan was drafted by Homebase on behalf of the San Joaquin Continuum of Care. Homebase would like to thank the membership of the CoC's Strategic Planning Leadership Committee for their partnership throughout the process of developing this plan. Special thanks to San Joaquin County, the City of Stockton, the Housing Authority of San Joaquin County, and Central Valley Low Income Housing Corp. for their assistance with gathering information and providing feedback, and to the many service providers, local government staff, and people experiencing homelessness who were interviewed for this plan, for sharing their experiences and providing invaluable insight.

EXECUTIVE SUMMARY



The San Joaquin community is able to address the homelessness crisis it faces. It will require a collaborative effort to develop a formal coordinated system that functions throughout the region. It will require a focus on solutions that can be measured and impactful. It will require significant investment in housing-first focused services that increase shelter beds and provide successful transitions to long-term permanent housing.



San Joaquin has already done a great deal to address homelessness. Since 2015, the community has adopted a Housing First approach in many programs, working to ensure households can access low-barrier housing and services. The region has also increased shelter capacity and initiated dedicated outreach efforts to support unhoused residents through coordination with police departments, County Behavioral Health, the faith-based community, and local businesses and residents. In addition, local legislation has been amended to encourage innovative solutions to building permanent housing, such as permitting and providing “off the shelf” Accessory Dwelling Unit projects. Each of the many jurisdictions in San Joaquin, including the County, the Continuum of Care, and the cities within, have aggressively pursued new resources and opportunities to collaborate. Scheduled to open in October, Turnpike Commons represents a creative solution to develop manufactured homes with wraparound services for nine families through a partnership between the Housing Authority of San Joaquin, STAND Affordable Housing, Central Valley Housing, and Stockton Shelter for the Homeless. Efforts like these have established a strong foundation upon which the community can build.

Yet, homelessness continues to increase in San Joaquin County and across California. The need is urgent. Homelessness is a community priority; it impacts everyone, from our neighbors who are unstably housed to those who have already fallen into homelessness, to our first responders and business community, to all who will benefit from community-wide strategies that systemically and effectively resolve homelessness. Together we must coordinate key resources available across all sectors of the community. We are on a precipice and now is the time to focus on meaningful solutions, rather than simply addressing the symptoms.



The Strategic Plan: “The San Joaquin Community Response to Homelessness,” provides a set of goals tailored for our community that have been proven to be successful. It is a roadmap of how to address homelessness, based on local needs and strategies and tactics that work. To effectively address the crisis, the entire community — every corner of the county — needs to participate in solutions and build on the collaborative effort that produced this comprehensive plan. Proactive and evidenced-based solutions are far less costly, far more humane, and the only way to create a system that effectively responds to homelessness.

The Goals for the Community are Clear:



Goal 1: Establish a Coordinated and Engaged Regional System



Goal 2: Increase Access and Reduce Barriers to Homeless Crisis Response Services



Goal 3: Ensure Households Experiencing Homelessness Have Access to Affordable and Sustainable Permanent Housing

As the housing crisis in California deepens, more and more San Joaquin County residents are just one paycheck or medical crisis away from losing their housing. This reality has only magnified in the wake of the COVID-19 global pandemic, which took a greater toll on San Joaquin County than many other communities in California. Building on what is already working well, the community is poised to take further steps to reduce and prevent homelessness. In some circumstances, it may only require a small intervention to prevent hundreds more people from becoming homeless — whether it is one-time financial resources to provide a security deposit, legal assistance to prevent eviction, or help learning to balance a budget. In other situations, it will require a concerted effort to provide shelter, supportive services, and a path to long-term permanent housing. The timing is ripe to invest in San Joaquin to ensure we have a robust and responsive system that can lift up individuals and families as they confront housing, health, and employment instability. We must ensure that our neighbors can find their way back to safe, secure, and thriving homes.

Adopters of the 2020 San Joaquin County Strategic Plan include:

- San Joaquin Continuum of Care Board of Directors (June 11, 2020)

TABLE OF CONTENTS

EXECUTIVE SUMMARY	3
INTRODUCTION	6
Achievements	6
Our Shared Language: A Glossary of Terms.....	9
STRATEGIC PLAN OVERVIEW.....	13
Planning Process.....	13
Vision Statement	13
Partners in Ending Homelessness.....	14
HOMELESSNESS IN SAN JOAQUIN COUNTY	16
How Many People are Experiencing Homelessness in San Joaquin County?	16
What Housing Resources are Available?	22
The Current Homeless System of Care	23
How is the System Performing?	29
PRIORITIES AND GOALS FOR EFFECTIVELY ADDRESSING HOMELESSNESS	32
GOAL 1: ESTABLISH A COORDINATED AND ENGAGED REGIONAL SYSTEM OF CARE.....	34
<i>Strategy 1.1: Establish a Cross-jurisdictional Effort to Create Shared Processes to Access Funding Streams, Identify Community Priorities, and Coordinate the Countywide Homeless System of Care</i>	<i>34</i>
<i>Strategy 1.2: Improve Data Collection, Measurement, and Analysis</i>	<i>38</i>
<i>Strategy 1.3: Educate and Engage the Community.....</i>	<i>39</i>
GOAL 2: INCREASE ACCESS AND REDUCE BARRIERS TO HOMELESS CRISIS RESPONSE SERVICES	41
<i>Strategy 2.1: Expand Low-Barrier Shelter Capacity, Hours, and Services</i>	<i>41</i>
<i>Strategy 2.2: Invest in Prevention and Diversion</i>	<i>44</i>
<i>Strategy 2.3: Improve and Expand Outreach and Engagement</i>	<i>46</i>
GOAL 3: ENSURE HOUSEHOLDS EXPERIENCING HOMELESSNESS HAVE ACCESS TO AFFORDABLE AND SUSTAINABLE PERMANENT HOUSING SOLUTIONS.....	49
<i>Strategy 3.1: Increase Affordable Housing Stock for Vulnerable Adults, Youth, and Families.....</i>	<i>49</i>
<i>Strategy 3.2: Invest in Landlord Engagement, Navigation, and Incentives</i>	<i>52</i>
<i>Strategy 3.3: Expand Case Management, Employment, and Supportive Services</i>	<i>53</i>
CONCLUSION	55
APPENDICES	56
Implementation Addendum	56
Non-Congregate Approaches for COVID-19 Response	65

INTRODUCTION

In August 2015, San Joaquin County's Homeless Task Force began its critical work to address the regional issue of homelessness. In 2016, it officially became a countywide taskforce and commenced meeting on a monthly basis. The Task Force meetings were widely attended, with over 50 organizations actively participating. By the end of 2016, the Task Force proposed a suite of policy recommendations to the County Board of Supervisors, which adopted the recommended strategic priorities early in 2017. One year later, the Board of Supervisors adopted a set of final policy recommendations from the Task Force, and by 2019, a formal governance structure was put in place to continue this critical work. During that time, local partners have made great strides in developing a system to respond to homelessness and reduce its impact on the community, but there is much work to be done.

While homelessness continues to be an evolving challenge in the San Joaquin region and across California, local accomplishments since 2017 have established an invaluable foundation for continued progress in addressing homelessness.

ACHIEVEMENTS

- ✓ *Grew collaboration among cities and the County regarding homelessness issue*
- ✓ *Provided over 1,000 units annually of permanent supportive housing and rapid rehousing*
- ✓ *Founded the Ready to Work program as a nonprofit*
- ✓ *With the addition of the City of Stockton to the top 13 Cities in California, secured more than \$7 million to support homelessness efforts, including trailers*
- ✓ *Stockton City Council prioritized homelessness and affordable housing, adopting ordinances supporting accessory dwelling units (ADUs) and creating a housing pipeline with over 500 units*
- ✓ *Submitted through San Joaquin County, a Continuum of Care grant request to support a Homelessness Initiatives staff position*

Secured \$18.5 million over 5 years for the County's Whole Person Care initiative and collaborated with key health care and community partners (including Gospel Center Rescue Mission, Dignity Health, Kaiser Permanente, Sutter Health, and Community Medical Centers) to advance initiatives aimed at addressing homelessness, including:



- Funding new beds at Gospel Center Rescue Mission;*
- Creating a County Housing Pool that can accept donations; and*
- Developing a recuperative care program.*

Fostered a collaboration between San Joaquin County Behavioral Health Services and the Housing Authority of San Joaquin in which \$3.5M in Mental Health Services Act funds were dedicated to acquire, construct, and renovate housing units for seriously mentally ill individuals, plus an additional \$500k for a capitalized operating subsidy reserve, including:



- 39 new units at Crossway Residences*
- A long-term partnership between the County and the Housing Authority to develop new project-based housing units under the "No Place Like Home" program*

Fostered a collaboration between San Joaquin County Behavioral Health Services and Sacramento Self-Help Housing which dedicated \$6.5M in Mental Health Services Act funding over five years to:



- Create housing opportunities for adults with serious mental illnesses*
- Develop 12 to 18 scattered site houses via master leases (with an average of four consumers per unit)*

Supported a collaborative program between San Joaquin County Behavioral Health Services and Community Medical Centers to engage and serve 1,000 at-risk individuals with mental illness and/or substance use disorders, including:



- \$6.0M over 3 years to support substance withdrawal management services and medication-assisted treatment*
- \$8.2M Mental Health Services Act Innovation funding for behavioral health assessments and services*
- Coordination with law enforcement to deflect public inebriates and others away from jail and into program services.*

Initiated public health efforts, including:



- *Dedicated \$100k for Public Health Services to perform rapid syphilis testing at homeless encampments SECURED*
- *A minimum of 200 unduplicated clients will be tested along with follow-up treatment services*
- *City of Stockton has added two new positions to the Housing and Homelessness Division*



Added 100 Emergency Shelter Winter beds in 2019

Despite these significant steps forward, homelessness in San Joaquin County – and across California – is continuing to rise, due to high rates of poverty and escalating costs of housing. Without meaningful, coordinated action, homelessness will continue to grow, as more of our community members lose their housing and are unable to overcome the barriers to exiting homelessness.

On a given night in 2019, there were 2,631 men, women and children experiencing homelessness in San Joaquin County, with 1,558 of those people living unsheltered on the streets, in vehicles, or in encampments. More than 83% of these individuals had their last stable residence in San Joaquin County.

While there are many reasons San Joaquin County residents may fall into homelessness – reduced work hours, medical bills or an unexpected expense, loss of a relative, or mental health issue – these members of the community are living without stable housing or the support to regain it.

The Strategic Plan is based on the latest in available data and established best practices to provide an ambitious but achievable roadmap for meaningfully addressing homelessness in San Joaquin County. It represents the input of numerous stakeholders, including the private and public sectors, homeless service providers, public health and behavioral health experts, and representatives of law enforcement, among many others.

OUR SHARED LANGUAGE: A GLOSSARY OF TERMS

At risk of homelessness is a status given to individuals and their families who do not meet HUD definitions of homelessness but have unstable housing and inadequate income and resources, or that are a child or youth defined as a homeless under other federal statutes.¹

Chronically Homeless is when a person has been homeless for at least a year, either 12 months consecutively or over the course of at least 4 separate occasions in the past 3 years. To be chronically homeless, the individual or head of household must also have a disability.

Community Development Block Grant (CDBG) is a flexible program run by the federal Department of Housing and Urban Development (HUD) that provides communities with resources to address a wide range of unique community development needs.

Continuum of Care (CoC) is the group organized to carry out the responsibilities prescribed in the CoC Program Interim Rule for a defined geographic area. A CoC is composed of representatives of organizations including: nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons. Responsibilities of a CoC include operating the CoC, designating and operating an HMIS, planning for the CoC (including coordinating the implementation of a housing and service system within its geographic area that meets the needs of the individuals and families who experience homelessness there), and designing and implementing the process associated with applying for CoC Program funds.

CoC Program is designed to promote communitywide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and state and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.

CoC Program Interim Rule focuses on regulatory implementation of the CoC Program, including the CoC planning process. The CoC Program was created through the McKinney-Vento Homeless Assistance Act as amended by the HEARTH Act of 2009.

¹ See 24 C.F.R. § 576.2 for complete definition of “at risk of homelessness” under the Emergency Solutions Grant Program.

Coordinated Entry System (CES) provides a centralized approach to connect the region's most vulnerable homeless residents to housing through a single community-wide assessment tool and program matching system.

Congregate Shelters are facilities with overnight sleeping accommodations, in shared quarters, the primary purpose of which is to provide temporary shelter for the homeless.

Diversion is a strategy that prevents homelessness for people seeking shelter by helping them identify immediate alternate housing arrangements and, if necessary, connecting them with services and financial assistance to help them return to permanent housing.

Emergency Shelter is any facility with overnight sleeping accommodations, the primary purpose of which is to provide temporary shelter for the homeless in general or for specific populations of the homeless.

Emergency Solutions Grants (ESG) provides funds to assist people to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness.

Functional zero is when the number of homeless households, whether sheltered or unsheltered, is no greater than the monthly housing placement rate of homeless households.

Homeless is defined in four categories: (1) individuals and families who lack a fixed, regular, and adequate nighttime residence and includes a subset for an individual who resided in an emergency shelter or a place not meant for human habitation and who is exiting an institution where he or she temporarily resided; (2) individuals and families who will imminently lose their primary nighttime residence; (3) unaccompanied youth and families with children and youth who are defined as homeless under other federal statutes who do not otherwise qualify as homeless under this definition; and (4) individuals and families who are fleeing, or are attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member.

Homeless Housing, Assistance and Prevention (HHAP) Program is a \$650 million one-time block grant that provides local jurisdictions with funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges.

Homeless Management Information System (HMIS) is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Each CoC is responsible for selecting an HMIS software solution that complies with HUD's data collection, management, and reporting standards.

Housing First is a well-accepted, national, evidenced-based best practice that eliminates barriers to housing, ensuring individuals and families can exit homelessness as quickly as possible. Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to

permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements. Supportive services are offered to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to permanent housing entry.

Low-barrier shelters include fair and equitable policies that provide the greatest access to residents, while still protecting the safety of staff and other residents. Low-barrier shelter has a minimum number of expectations placed on people who wish to stay there. The aim is to have as few barriers as possible to allow more people access to services. For example, residents are allowed to bring their pets and possessions, to live with their partners, and do not have to exit the shelter each morning. They are not expected to abstain from using alcohol or other drugs, so long as they do not engage in these activities in common areas of the shelter and are respectful of other residents and staff. Low-barrier facilities follow a harm reduction philosophy.

Navigation Centers are “housing-focused” facilities that provide shelter and comprehensive onsite services to support participants to exit homelessness permanently. See [below](#) for more information.

No Place Like Home is a California-based funding program that supports communities as they develop permanent supportive housing for individuals living with serious mental illness who are homeless, chronically homeless, or at-risk of chronic homelessness.

Non-congregate shelters are sheltering solutions that provide overnight sleeping accommodations with individual quarters, such as hotels, motels, and dormitories.

Permanent Supportive Housing (PSH) provides long-term housing with intensive supportive services to persons with disabilities. These programs typically target people with extensive experiences of homelessness and multiple vulnerabilities and needs who would not be able to retain housing without significant support.

Prevention is a strategy intended to target people who are at imminent risk of homelessness (whereas diversion usually targets people as they are initially trying to gain entry into shelter).

Rapid Rehousing (RRH) provides housing subsidies and tailored supportive services for up to 24-months, with the goal of helping people to transition during that time period to more permanent housing. RRH is funded primarily through CoC and ESG programs, CalWORKs, CDBG, HOME, and SSVF.

Supportive Services include assistance applying for benefits, mental health and substance use services, outpatient health services, information and referral services, child care, education, life skills training, employment assistance and job training, housing search and counseling services, legal services, outreach services, transportation, food assistance, risk assessment and safety planning (particularly for individuals and families experiencing domestic violence), and case management services such as counseling, finding and coordinating services, and monitoring and evaluating progress in a program.

Transition Age Youth (TAY) are persons between age 18 and 24 who are transitioning from childhood to adulthood.

Transitional Housing (TH) provides temporary housing accommodations and supportive services. While many households benefit most from direct connections to permanent housing programs such as RRH or PSH (which are often more cost-effective over the long term), transitional housing can also be an effective support. In particular, certain subpopulations, such as people fleeing domestic violence and transitional age youth, can meaningfully benefit from a transitional housing environment.

STRATEGIC PLAN OVERVIEW

PLANNING PROCESS

This strategic plan reflects feedback and input from hundreds of community members, developed over a six-month community process. The strategic planning process included:



- An **environmental scan** of existing reports, data and research about San Joaquin County, the cities in the region and the health and economic well-being of the community, including homelessness and the system of care;



- **Stakeholder interviews** with representatives from cities, County agencies, federal agencies (including VA), health care systems, law enforcement, community-based organizations, service providers, and faith-based organizations;



- **Focus groups** with direct service providers and people with lived experience of homelessness;
- A **Community Summit** with more than 130 elected officials, County staff, City staff, service providers, community-based organizations, law enforcement, faith-based organizations, and individual community members;



- **CoC Strategic Planning Leadership Committee meetings** focused on increasing housing, solutions to addressing unsheltered homelessness, public communications and engagement, and strengthening supportive services for people experiencing homelessness; and
- A series of **presentations and discussions** at public meetings.

VISION STATEMENT

Through the planning process, the community developed the following **vision statement**:

.....

We envision a future in which homelessness in San Joaquin County will be rare, brief, and non-recurring, supported by a robust homeless crisis response system. People experiencing homelessness will be empowered through a responsive, nimble, housing-focused system that provides effective, supportive, and humane services and housing, efficiently leveraging public and private resources.

.....

The goals and strategies in this plan are all designed to put San Joaquin County on the path to achieving this shared vision, inspiring action and guiding overall long-term thinking and decision-making.

PARTNERS IN ENDING HOMELESSNESS

The San Joaquin County region benefits from a strong network of formal and informal partnerships to address homelessness. Key partners, all of whom were involved in developing this Strategic Plan, include people with lived experience of homelessness, service providers, and local leaders who worked together to set the vision for shared goals and strategies.

Planning Coordination and Leadership. The development of this plan has been guided by the leadership of the San Joaquin County Continuum of Care (CoC) Strategic Planning Committee, in partnership with the City of Stockton and San Joaquin County.

Strategic Planning Partners. Together, the San Joaquin community has leveraged invaluable partnerships and cross-community coordination to respond to homelessness and develop the next steps described in this Strategic Plan.

The following is a non-exhaustive list of partners actively engaged in addressing homelessness in San Joaquin County:

AmeriCorps
Bags of Hope
Breakthrough Project for
Social Justice
Builders Industry Association
Business Council San Joaquin
County
California Department of
Motor Vehicles
Calvary Living Well Ministries
Care Link
Catholic Charities of the
Diocese of Stockton
Central Valley Low Income
Housing Corporation
City of Escalon
City of Lathrop
City of Lodi
City of Manteca
City of Ripon
City of Stockton
City of Tracy
Civic Pride Independent
Academy
Community Medical Centers
County of San Joaquin
Delta Humane Society

Dignity Health St. Joseph's
Medical Center
Disabled American Veterans
Charities of San Joaquin
County
Downtown Stockton Alliance
Episcopal Church of St. John
the Baptist
Family Promise of San
Joaquin County
Gleason House
Golden Valley Health Centers
Gospel Center Rescue Mission
Grace Point Church
Grace Presbyterian Church
Gravity Church
Greater Stockton Chamber of
Commerce
Haven of Peace
Hope Family Shelters
Housing Authority of the
County of San Joaquin
Helping Urban Bicyclists
(HUB)
Inner City Action
Knights of Columbus
League of Women Voters of
San Joaquin County

Lodi Committee on
Homelessness
Lodi Community Foundation
Lot of Love and Giving
Love, Inc.
Lutheran Social Services
Manteca Gospel Rescue
Mission
Manteca Unified School
District
Police Departments
Public Works
Ready to Work
Refuge Church
Rotary Club of North Stockton
Rotary Club of Stockton
Salvation Army
San Joaquin County
Behavioral Health Services
San Joaquin Community Data
Co-Op
San Joaquin County
Administrator's Office
(CAO)
San Joaquin County District
Attorney's Office
San Joaquin County
Environmental Health Dept

*San Joaquin County Health
Care Services (HCS)
San Joaquin County Human
Services Agency (HSA)
San Joaquin County Sheriff's
Office
San Joaquin County Whole
Person Care Program
San Joaquin Regional Transit
District
San Joaquin Valley Veterans
Second Harvest
Showered with Love
St. Anne's Church*

*St. John the Evangelist
Episcopal Church
St. Mary's Dining Room
St. Paul Lutheran Church
Stocktonians Taking Action to
Neutralize Drugs (STAND)
Stockton Fire Department
Stockton Host Lion's Club
Stockton Shelter for the
Homeless
The Office of Senator
Cathleen Galgiani
Tracy Community
Connections Center*

*Tracy Interfaith Ministries
U.S. Department of Housing
and Urban Development
U.S. Department of Veteran
Affairs
United Veterans Council of
San Joaquin County
United Way of San Joaquin
County
Venture Academy
Westcare
Women's Center Youth and
Family Service*

HOMELESSNESS IN SAN JOAQUIN COUNTY

HOW MANY PEOPLE ARE EXPERIENCING HOMELESSNESS IN SAN JOAQUIN COUNTY?

Every other year, the San Joaquin County Continuum of Care (CoC) conducts a “Point-in-Time” (PIT) Count of people experiencing homelessness on a single night in January. This count includes those who are unsheltered and living on the street or places not meant for habitation. The PIT Count provides the best data available on the size and characteristics of the homeless population over time.² In 2019, volunteers identified 2,631 individuals experiencing homelessness in San Joaquin County on the night of the count.

The number of people who experience homelessness in San Joaquin County over the course of a year, however, is likely much higher. This is because the PIT Count only measures the number of people who are homeless on a given day and does not account for the many people who fall in and out of homelessness during the remaining 364 days of a given year.

Homelessness in San Joaquin County is an ever-present challenge. Like much of the rest of the State of California, from the 2015 to 2019, the number of people identified as experiencing homelessness has increased dramatically. In San Joaquin County, it has grown from 1,708 to 2,631 individuals, an increase of 56%.

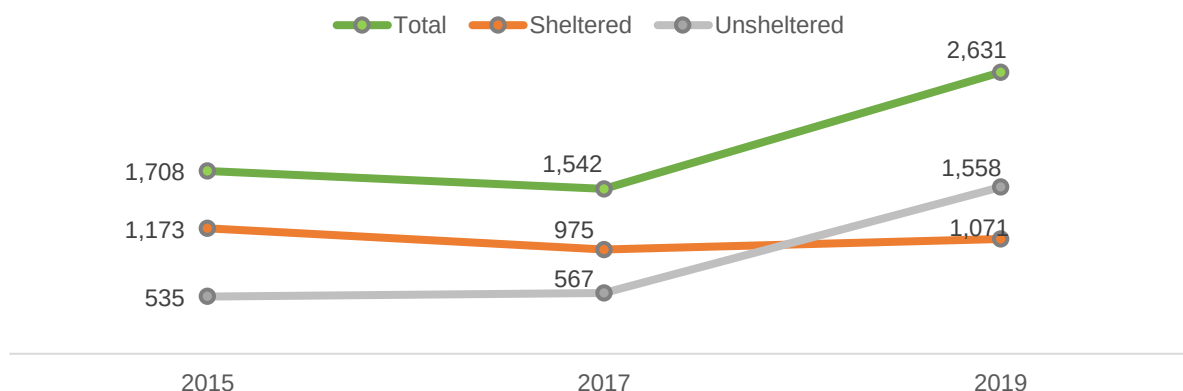
Most troubling of all is the changing distribution of homelessness since 2015. Five years ago, almost 70% of people experiencing homelessness in San Joaquin County were sheltered (1,173), while only 30% (515) were living without a safe place to sleep at night – on the streets, in parks, in cars, and by the river. In 2019, however, more than three times as many people experiencing homelessness are now living without a safe place to sleep at night (1,558 or almost 60% of the total population) and the percent of individuals and families living in shelters has decreased to only 40% (down from almost 70% in 2015).

² All population data in this report is taken from the PIT Counts unless otherwise specified. PIT Count reports can be found on the U.S. Department of Housing and Urban Development website here: <https://www.hudexchange.info/programs/coc/coc-homeless-populations-and-subpopulations-reports/>, or through the San Joaquin County Continuum of Care website here: <http://www.sanjoaquinccoc.org/point-in-time-sic/>. The Point-in-Time Count uses a definition of homelessness mandated by the U.S. Department of Housing and Urban Development (HUD). This definition counts people as homeless when they are living in a place not meant for human habitation (such as an encampment, tent, or vehicle), emergency shelters, or transitional housing. People who are doubled up or couch surfing are not counted as homeless under this definition. Except where otherwise noted, the Homeless Management Information System (HMIS) data is consistent with PIT Count data.

However, these numbers cannot be viewed in isolation. Significant improvements to counting methodology greatly improved outreach efforts to locations where those living unsheltered often congregate.

In 2017, the CoC used a census approach, through connection events and limited outreach by approximately 35 volunteers, counting 567 unsheltered homeless individuals. By contrast, in 2019, the decision was made early on to employ more volunteers (401 people from 91 organizations) with a much greater emphasis on outreach to locations where people were living outside. While the results cannot wholly be attributed to an increase in the unsheltered population, or an improved methodology, the outcome remains the same. There are more unsheltered households in San Joaquin than the system can possibly handle in its current state. Creating additional space for those who want to come inside, while increasing access and exits to permanent housing solutions, is essential to support those experiencing homelessness at present and those who may lose housing in the future.

Figure 1. San Joaquin CoC 2015-2019 Homelessness Point-in-Time Count



Source: 2015 CA-511 HUD PIT Report, 2017 CA-511 HUD PIT Report, 2019 San Joaquin CoC Point-in-Time Count

The number of people who are experiencing unsheltered homelessness is highest in Stockton (921 individuals, representing 59% of the community's unsheltered population). This is not surprising given that Stockton is the largest city in the county and is also the hub for many of the services available in San Joaquin. Manteca has the second highest number of people experiencing unsheltered homelessness (218 or 20%), followed by Tracy (155 or 10%), and Lodi (139 or 9%).³

While homelessness has increased in San Joaquin County, it is not likely due to individuals moving to the area in order to obtain services. In fact, the vast majority – 83% – of those experiencing homelessness were living in San Joaquin County prior to experiencing homelessness.⁴

³ San Joaquin Continuum of Care, 2019 Homeless Census and Survey, Data Dashboard. <http://www.sanjoaquinco.org/wp-content/uploads/2019/09/2019-SJCoC-Point-in-Time-Count-Data-Dashboard.pdf>.

⁴ San Joaquin Continuum of Care, 2019 Homeless Census and Survey, Data Dashboard.

Demographic and Subpopulation Trends

Gender

According to the 2019 PIT Count, 63% (1,660) of those experiencing homelessness identified as male, 37% (966) as female, and less than 1% as transgender. Housing and service program data from 2018 shows a slightly different composition by gender identity. Of those identified in the CoC's HMIS, 52% identified as male (6,652), 48% as female (6,147), and less than 1% as transgender (18).⁵ Both the PIT and HMIS data indicate that men make a slightly larger share of those experiencing homelessness in the community. The current capacity to provide men supportive services while in shelter or on the street is extremely limited. Supportive services are critical at every phase of the homeless response system to ensure access to new housing and employment opportunities.

When it comes to families, however, the ratio changes such that females comprise 63% of members of families with children and males comprise only 37% of the population. While households with children led by women have slightly more access to supportive services, the need remains immense.

Households with Children and Unaccompanied Youth

The 2019 PIT count found that 13% of people experiencing homelessness in San Joaquin County were children under 18 years of age (342 out of 2,631), with an additional 5.6% of people experiencing homelessness transition age youth (TAY) between the ages of 18 and 24 years (148 out of 2,631).

The majority of children (98%) were sheltered – living in emergency shelters (88%) or transitional housing (10%). One hundred percent of parenting youth were sheltered, as well. The statistics are quite different, however, for unaccompanied youth. While all parenting youth were able to obtain shelter, more than 6 out of 10 unaccompanied youth (62%) were living without a safe place to sleep. The majority of unaccompanied youth were male (67%). Of those youth living without shelter, close to 1 in 4 were chronically homeless.

Over the course of a year, many more San Joaquin County children experience homelessness than are captured in the PIT Count. Under the federal McKinney-Vento Act, schools are also required to track students experiencing homelessness, using a definition of homelessness that also includes youth who are couch surfing or doubled-up (e.g., with multiple families sharing the same space).⁶ In the 2017-18 school year, San Joaquin County schools reported 4,330 school age children experiencing homelessness under that definition.⁷ Similarly, the PIT count may undercount the number of young adults facing homelessness. The HMIS data for 2018 showed that 8% (1,000) of individuals tracked in the homeless

⁵ San Joaquin Continuum of Care, 2019 Homeless Census and Survey, Data Dashboard and HMIS Clarity Data.

⁶ 42 U.S.C. §11434(2)(B), McKinney-Vento Act, U.S. Department of Education.

⁷ See excel spreadsheet, County Office Homeless Liaison Contact List with 2017–18 Enrollment information, line 58, "Homeless Enrolled," California Department of Education, April 25, 2019.

system of care were between the ages of 18 and 24 years old,⁸ many more than were counted as homeless on one night in January 2019.

Older Adults

Consistent with national patterns, the homeless population in San Joaquin County is rapidly aging. Close to 1 out of every 4 people experiencing homelessness in 2019 were at least 55 years old. This number is expected to continue to increase, due in part to the high costs of housing and health care that are increasingly unaffordable.⁹

Older adults who are homeless face unique challenges and often require special support. People experiencing homelessness age more rapidly than others who are housed and older adults with extensive histories of homelessness typically present as much older than their biological age reflects.¹⁰ They may be more challenged with activities of daily living, poor eyesight, balance, and hearing. Older adults are also more likely to suffer from cognitive impairments and are more likely to present with depression. They may require more medical interventions, compared to the general population of people experiencing homelessness. The capacity to serve older adults is also insufficient, as many seniors find themselves facing the outdoors on weekends and other hours when shelters are not accessible. This significantly exacerbates any existing health conditions and only makes it more difficult to find stability.

Race and Ethnicity

Research in California and around the country shows that people of color are more likely to experience homelessness in the U.S. compared to White people; and that Black/African Americans are in particular more likely to experience homelessness.¹¹ San Joaquin's data bears this out. While Black/African Americans make up roughly 8% of San Joaquin's population, they represent 25% of those experiencing homelessness in the 2019 PIT count. They also comprise 38% of the individuals living in families with children who are homeless (202 out of 525). And they make up a striking 50% of parenting youth (8 out of 16) experiencing homelessness. In contrast, while White people are represented in the PIT Count similar to their proportion of San Joaquin's general population, that is not the case when it comes to homeless families with children. Only 46% of individuals from families with children identified as White, compared to 67% of the general population.

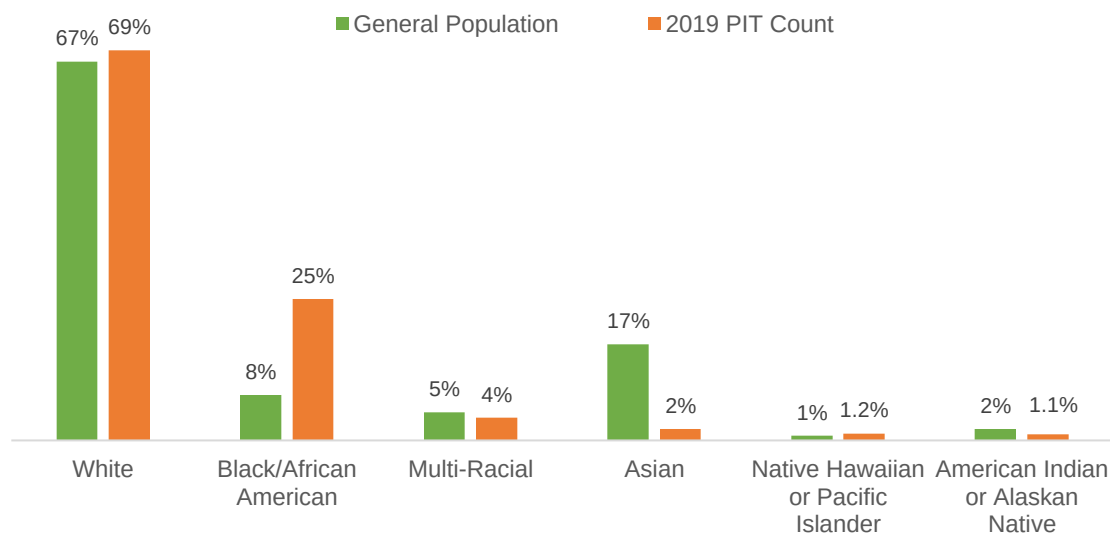
⁸ San Joaquin Continuum of Care, 2019 Homeless Census and Survey, Data Dashboard and HMIS Clarity Data.

⁹ Demographics of Homelessness Series: The Rising Elderly Population, April 2010.

¹⁰ Homeless people suffer geriatric conditions decades early; UCSF study shows, UCSF, February 2016.

¹¹ Center for Social Innovation, SPARC: "Phase One Study Findings, March 2018. <https://center4si.com/wp-content/uploads/2016/08/SPARC-Phase-1-Findings-March-2018.pdf>.

Figure 2. Number of People in San Joaquin CoC Experiencing Homelessness by Race



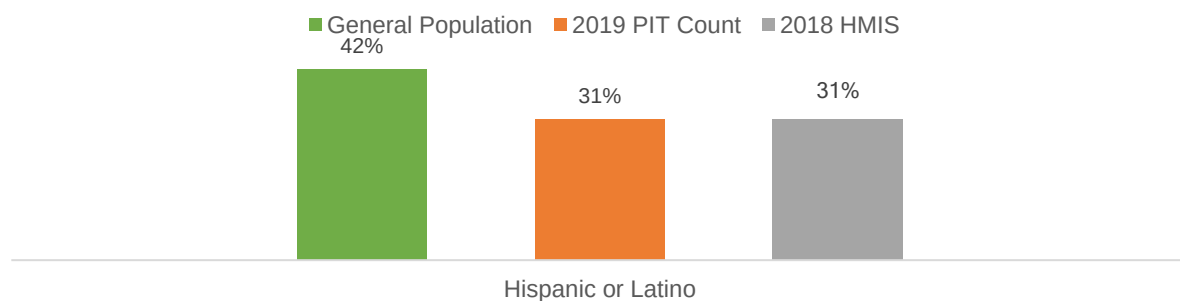
Source: U.S. Census Bureau, QuickFacts San Joaquin County:

<https://www.census.gov/quickfacts/fact/table/sanjoaquincountycalifornia/PST045218>. San Joaquin 2019 PIT Count Dashboard. HMIS Clarity Data, Accessed October 17, 2019.

Note: Percentages will not total 100 due to excluding numbers for "Did Not Answer" or "Refused."

Similarly, while 42% of San Joaquin County residents identify as Hispanic/Latino, this group makes up 31% of the homeless population. A slightly higher margin (36%) of families with children experiencing homelessness identify as Hispanic/Latino.

Figure 3. Number of People in San Joaquin CoC Experiencing Homelessness by Hispanic/Latino Identity



Source: U.S. Census Bureau, QuickFacts San Joaquin County:

<https://www.census.gov/quickfacts/fact/table/sanjoaquincountycalifornia/PST045218>. San Joaquin 2019 PIT Count Dashboard. HMIS Clarity Data, Accessed October 17, 2019.

Mental Illness or Substance Use Disorders

The 2019 PIT count found that 2 out of 3 San Joaquin homeless adults (66%) identified as having a serious mental illness or substance use disorder. Due to the stigma associated with behavioral health issues, this self-reported data may be an undercount. Of those individuals, only 36% had a serious

mental illness, while the remaining 64% experienced a substance use disorder. Contrary to public perceptions, only 24% of homeless individuals indicated that they had a serious mental illness. The San Joaquin demographics are consistent with state level statistics, where 26% of individuals experiencing homelessness throughout California indicate they have a serious mental illness.¹²

For homeless individuals who suffer from a serious mental illness or substance use disorders, more than 8 out of 10 were living without shelter. 84% of those with a serious mental illness had no safe place to sleep, while 83% of those with substance use disorders were also on the street, in the park, or otherwise with no place to go. This demographic only emphasizes the need for supportive services to be maintained at each level of the homeless response system or the same individuals will continue to rely on emergency services rather than receive the targeted care they require.

Chronic Homelessness

A person is considered chronically homeless when they have been homeless for at least a year, either 12 months consecutively, or over the course of at least 4 separate occasions in the past 3 years. To be chronically homeless, the individual or head of household must also have a disability (physical, mental, developmental or living with HIV/AIDS).

Of those counted in the San Joaquin 2019 PIT count, 704 were chronically homeless (27%). Of the 704 chronically homeless, 86% (605) had no place to sleep at night.

People who are considered chronically homeless have often experienced extensive trauma and have severe service needs. While interventions such as Permanent Supportive Housing have been proven to be extremely effective in supporting people experiencing chronic homelessness to regain stable housing, people with extensive histories of homelessness often require intensive service engagement and relationship-building with street outreach and other providers to establish a foundation of trust and rapport to successfully exit homelessness.

Veterans

In the 2019 PIT Count, 153 veterans were identified as experiencing homelessness and 47% of these individuals were unsheltered. In the 2017 Count, 112 veterans were counted as homeless

This is a 37% increase in homeless veteran numbers from 2017. HMIS data for 2018 indicates that 8% of those receiving housing and services in the homeless system of care identified as veterans.¹³ While there are often services dedicated to serving veterans, especially from the federal government and the County, increased coordination with the homeless response system is essential going forward.

¹² San Joaquin County Behavioral Health Services in partnership with the Homeless Initiatives Division of the County Administrator's Office. No Place Like Home Plan. November 2018.

¹³ San Joaquin Continuum of Care, 2019 Homeless Census and Survey, Data Dashboard and HMIS Clarity Data.

WHAT HOUSING RESOURCES ARE AVAILABLE?

San Joaquin, like the rest of California, is in dire need of more affordable housing — particularly housing that is available to individuals and families who are most vulnerable and/or earning little to no income. Households in the extremely low-income range, earning 30% or less of Area Median Income (AMI), or roughly \$18,000 per year,¹⁴ are considered the most vulnerable and at risk of homelessness. In San Joaquin County, 36% of occupied housing units are rented, as opposed to owner-occupied. Additionally, the most recent census information indicates that more than 93% of San Joaquin housing was occupied. Moreover, only 1.6% of current housing was built in 2014 or after.¹⁵

Economic conditions for people living in San Joaquin County, are worse than other parts of the State. The unemployment rate in San Joaquin County is 5%, higher than the State unemployment rate.¹⁶ Nearly 1 in 5 of San Joaquin residents were living below the federal poverty line in 2017 (for 2019, that means income of less than \$25,750 for a family of four).¹⁷ In 2017, the average family of four in San Joaquin spent close to \$12,000 a year (\$990 per month) on housing.¹⁸ For 1 in 5 families in San Joaquin County living below the federal poverty level, housing costs made up more than 45% of their income.¹⁹

Across all income levels, 38% of households pay more than 30% of their income toward housing.²⁰ For individuals with the lowest income (known as “Extremely Low Income” or ELI), 76% spend *more than half* of their income on housing. The median monthly asking rent in the county is \$1,532, which requires renters to earn \$29.46 per hour – 2.5 times more than the State minimum wage – to afford rent. Meanwhile, the Public Housing Authority payment standard for a one bedroom (which also covers Section 8 and VASH) is now \$912, and many vouchers are issued for below that amount.

In 2014, the San Joaquin Council of Governments’ Regional Housing Needs Assessment determined that 40,360 housing units were needed by 2023, of which, 23.5% (9,485) would be necessary for very-low income households.²¹ More recently, in May 2019, California Housing Partnership declared that the county needs 25,489 more affordable rental units to meet the increasing demand for affordable housing.²² Affordable housing broadly has not kept up with needs in the county and neither have homelessness housing resources. According to the Housing Inventory Count (HIC), the number of homelessness housing beds in the community (shelter, PSH, and RRH beds) has increased only slightly

¹⁴ Selected Housing Characteristics, San Joaquin County, California, 2013-2017 American Community Survey 5-Year Estimates, American FactFinder, U.S. Census Bureau.

¹⁵ Selected Housing Characteristics, San Joaquin County, California, 2013-2017 American Community Survey 5-Year Estimates, American FactFinder, U.S. Census Bureau.

¹⁶ Stockton-Lodi Metropolitan Statistical Area (MSA), San Joaquin County, California Employment Development Division, November 15, 2019.

¹⁷ Selected Economic Characteristics, San Joaquin County, California, 2013-2017 American Community Survey 5-Year Estimates, American FactFinder, U.S. Census Bureau.

¹⁸ Family Budget Fact Sheets, San Joaquin County, Economic Policy Institute.

¹⁹ San Joaquin County’s Housing Emergency Update, California Housing Partnership, May 2019. <https://1p08d91kd0c03rlxhmhtydp-rwpengine.netdna-ssl.com/wp-content/uploads/2019/05/San-Joaquin-HNR-2019.pdf>

²⁰ Selected Housing Characteristics, San Joaquin County, California, 2013-2017 American Community Survey 5-Year Estimates, American FactFinder, U.S. Census Bureau.

²¹ San Joaquin County Council of Governments’ Regional Housing Needs Plan 2014-2023. Adopted August 28, 2014.

²² California Housing Partnership, San Joaquin County’s Housing Emergency Update. May 2019. <https://1p08d91kd0c03rlxhmhtydp-rwpengine.netdna-ssl.com/wp-content/uploads/2019/05/San-Joaquin-HNR-2019.pdf>.

since 2015 (6.5% or 139 beds). The slight increase in HIC beds (139) falls far short of serving the more than 900 additional individuals who newly experienced homelessness during that same time period.

During this time, due to changing federal funding priorities, the number of beds available for transitional housing (TH) decreased (or were converted into rapid rehousing), while board and care facilities shut down, leaving fewer facilities to provide more intensive supportive housing and services for highly vulnerable populations. Board and Care capacity has decreased by 40% since 2015, leaving only 158 beds for all mental health consumers.²³

Creating, rehabilitating, subsidizing, and incentivizing permanent and affordable housing solutions is a central pillar of the San Joaquin regional response. Expanding low-barrier shelters on the front end is a critical and necessary piece of homeless crisis response but building a housing pipeline to create exits from shelter is the solution.

THE CURRENT HOMELESS SYSTEM OF CARE

While there are dozens of organizations throughout San Joaquin that are providing services and support to people experiencing homelessness, there are only two organizations that receive federal funding from HUD through the Continuum of Care (CoC): Central Valley Low Income Housing Corp. and Lutheran Social Services. They provide rental assistance, permanent supportive housing, transitional housing and case management for youth, adults, families, seniors, and veterans. Federal Emergency Solutions Grant (ESG) funding through the City of Stockton and San Joaquin County supports emergency shelter, rapid rehousing, homelessness prevention, HMIS, and other critical services.

These programs serve as an important foundation for the San Joaquin homeless system of care, but the population data above underscores the need to expand capacity of programs through additional resources – a challenge given federal funding constraints that requires investment of local resources.

Figure 4. Housing Inventory Count 2019 - Unit/Bed Capacity

Emergency Shelter (year-round beds)	Transitional Housing	Rapid Rehousing	Permanent Supportive Housing	Total Units/Beds
883	346	262	769	2260

²³ San Joaquin County Behavioral Health Services, No Place Like Home Plan. November 2018.

San Joaquin CoC Supportive Housing Programs



- Permanent supportive housing (PSH) provides housing and supportive services for homeless persons with disabilities; primarily those with serious mental illness, chronic problems with alcohol and drug abuse, or those with acquired immunodeficiency syndrome (AIDS). PSH is established in apartments and scattered sites throughout the County, with supportive services offered and provided by a network of more than 20 community providers.



- The C.A.R.E. Program (Coordinated Agency Response Effort) supports smaller family shelters as they provide continuing supportive services to clients who have moved from shelters to permanent housing. The primary focus is on households with dependent children. Continuing case management services are often, but not always, provided by the shelter where the families previously resided.

- The C.H.A.R.M. Program (Communitywide Homeless Assessment & Resource Management) is the CoC's Homeless Management Information System.
- Hermanas I & II Programs provide rapid rehousing to homeless households with significant substance abuse problems. The focus is on single mothers with dependent children.
- The Homeless to Homes and Horizons Programs provide rapid rehousing and supportive services to homeless families. The programs put an emphasis on the transition from emergency shelter to stable housing.



- Project HOPE Is a program geared towards former foster youth at high risk of homelessness. The program uses scattered site apartments throughout the cities of Stockton and Lodi and offers educational and life skills training.
- The S.P.I.C.E. (Supporting People in a Community Environment) Program offers permanent housing for people with disabilities.

Human Services Agency

San Joaquin County's Human Services Agency (HSA) operates 14 community centers, which provide hot lunch and socialization programs for vulnerable and/or socially isolated adults, many of whom are homeless. HSA also works with homeless and indigent individuals to help them secure health coverage, cash-aid, and/or food assistance. HSA programs include California Work Opportunity and Responsibility to Kids (CalWORKs), Foster Care, CalFresh, General Assistance, Medi-Cal, Adoptions, Child Protective Services, Adult Protective Services, In-Home Supportive Services (IHSS), Refugee Assistance, and the Mary Graham Children's Shelter.

First 5 San Joaquin

In partnership with HSA, First 5 San Joaquin exists to serve and improve the community by fostering the active participation of parents, caregivers, educators and community members. First 5 develops and offers programs benefiting children ages 0 to 5 years old. First 5 San Joaquin provides financial support for critical programs such as health, preschool and literacy programs, to ensure programs effectively meet the needs of families through the following programs: preschool, health education, parent education, home visitation, kindergarten bridge, health and developmental screenings, breastfeeding support services, and health insurance screening and referral.

Behavioral Health Services

The County's Behavioral Health Services provides housing support services for individuals with serious mental illness through rental subsidies, board and care supplemental patches, motel vouchers, and placement in supported residential facilities. MHSA funds were used to develop 53 permanent housing units in Stockton and Lodi that are restricted to residents with serious mental illness. Two Mental Health Services Act innovation projects focus on homeless mentally ill individuals: Progressive Housing (45 new scattered-site beds to date) and the Assessment and Respite Center, serving as a friendly front door to behavioral health services for homeless individuals. Mental Health Services Act funds were used to develop 39 new units of project-based housing for the seriously mentally ill adults. Behavioral Health Services also provides a number of homeless outreach and engagement services: the Project for Assistance in Transition from Homelessness (PATH) team, Whole Person Care Behavioral Health Navigation Team, Inspire team, Allies team, and the Law Enforcement Assisted Diversion (LEAD) team, which partners with the District Attorney's Office and the Stockton Police Department. Through these services, people experiencing homelessness are connected to housing and services whenever possible.

Whole Person Care

Whole Person Care (WPC) is a pilot program intended to more effectively coordinate the physical health, behavioral health, and social services needs of the most vulnerable Medi-Cal beneficiaries who are high users of multiple publicly-funded health care systems and who continue to have poor health outcomes. In addition, the program seeks to build and sustain relationships, develop infrastructure allowing data to be shared between various clinical information systems and demonstrate a reduction in publicly funded costs.

WPC specifically targets adult Medi-Cal beneficiaries that are homeless or at-risk of homelessness upon release from the County Jail, a psychiatric health facility, or hospital, as well as high utilizers of emergency department services and individuals with a mental health and/or substance use disorder. Health Care Services (HCS) is the lead County entity and single point of contact with the State Department of Health Care Services (DHCS) for the County's WPC Program.

Law Enforcement

Law enforcement plays a key role in addressing homelessness throughout the region, as they are often the first point of contact for those living on the street. Each of San Joaquin's major cities have at least one dedicated officer to act as a homeless liaison. Stockton's Law Enforcement Assisted Diversion (LEAD)

program serves as an example of a successful model for using law enforcement as a partner and a bridge to services. Officers regularly foster community and connection with unhoused individuals, often knowing a person's circumstances better than other community supports.

Housing Authority

The Housing Authority of the County of San Joaquin (HACSJ) established a preference to provide permanent affordable housing for individuals and families participating in a Supportive Housing Program, Shelter Plus Care Program, Emergency Solutions Grants program, or homeless program. Since the inception in 2017, 91 households transitioned from homelessness and are receiving permanent rental assistance. Multiple agencies throughout San Joaquin County participated in identifying and referring clients through this preference. The leading referral agencies include the Stockton Shelter for the Homeless, Haven of Peace, and Central Valley Low Income Housing Corp., among others.

The Housing Authority received Mental Health Services Act funds to repurpose its former administrative buildings into 26 affordable rental units for Behavioral Health clients. An additional 11 units are being rehabilitated from another HACSJ owned property for the same purpose. Units will be available for lease up as early as August 2020. Supportive services will be available for all residents provided by Behavior Health Services.

The Housing Authority, in partnership with STAND Affordable Housing, Central Valley Low Income Housing Corp., and Stockton Shelter for the Homeless have broken ground on a new project referred to as Turnpike Commons. Turnpike Commons is the first phase in this project currently under construction consisting of nine homes to individuals and families experiencing homelessness. Phase two will consist of three homes on two separate parcels as infill development within the City of Stockton.

Centralized Assessment and Coordinated Entry System

San Joaquin is committed to providing a “no wrong door” approach to access housing and services. Currently, there are two organizations that contribute to the operation of the local Coordinated Entry System: Central Valley Low-Income Housing Corp., which serves as the HMIS Lead Agency, and Family Resource and Referral Center, which operates the local 211 system and provides support for housing and services referrals. Those presenting as homeless, typically through a shelter provider, but also through street outreach and the local 211 system, are referred to Central Valley Low Income Housing Corp., where an assessment is conducted and HMIS entry is completed. Central Valley Housing staff then determines the availability of permanent housing programs based on the needs of the client.

Emergency Shelter

There are over a dozen site-based shelter programs operating in the county. Some serve women and children surviving domestic violence, while others are affiliated with religious institutions, and still others focus on providing support to families with children. Most of the shelters provide a place to sleep, food, hygiene services, and clothing for residents. Some provide job readiness and life skills training (e.g., Family and Youth Services, Gospel Center Rescue Mission, McHenry House, Haven of Peace, and the Women's Center Youth and Family Services). Limited providers offer on-site health care services (e.g., Gospel Center Rescue Mission and St. Mary's Dining Room) or counseling services (e.g.,

Family and Youth Services, McHenry House, and Lodi House). In addition to the many services noted, the Women's Center also offers case management, parenting classes, domestic violence and self-esteem support groups, financial literacy, and services for employment preparation. They also operate the Just for Kids Program and an aftercare support group.

Most of the shelters impose conditions on their residents, requiring people to be abstinent or sober, prohibiting residents from bringing possessions, pets, or partners into the shelter, and requiring residents to exit each morning. There remains a real need for additional low-barrier shelters that screen people in, rather than out. Combined with insufficient housing vouchers and affordable units, the system stalls at shelter. Households continue to cycle in and out rather than move on to permanent housing solutions. Additional shelter capacity must be coupled with additional housing. All must have supportive services.

Figure 5. Housing Inventory Count 2019 – Emergency Shelter Beds²⁴

Organization Name	Project Name	Bed Type	Target Pop.	Beds HH w/ Children	Beds HH w/o Children	Beds HH w/ only Children	Year-Round Beds	PIT Count	Total Beds	Utilization Rate
Chest of Hope	Hope's House	Facility-based	DV	12	8	0	20	20	20	100%
Gospel Center Rescue Mission	Men's Lodge	Facility-based	NA	0	70	0	70	63	70	90%
Gospel Center Rescue Mission	New Hope Shelter	Facility-based	NA	16	22	0	38	35	38	92%
Haven of Peace	Haven of Peace	Facility-based	NA	22	13	0	35	35	35	100%
HOPE Ministries	HOPE Shelter	Facility-based	NA	35	0	0	35	16	35	46%
HOPE Ministries	Raymus House	Facility-based	NA	36	0	0	36	6	36	17%
Lodi House	Lodi House	Facility-based	NA	20	4	0	24	11	24	46%
McHenry House	McHenry House	Facility-based	NA	32	0	0	32	20	32	62%
Salvation Army-Lodi	Hope Harbor	Facility-based	NA	12	59	0	71	62	71	87%
San Joaquin County	TANF Homeless Assistance	Voucher-based	NA	190	1	0	191	191	191	100%
Stockton Shelter	Family Shelter	Facility-based	NA	92	22	0	114	142	142	100%
Stockton Shelter	Singles Shelter	Facility-based	NA	0	160	0	160	189	189	100%
Women's Center - YFS	DAWN House	Facility-based	DV	27	8	0	35	37	37	100%
Women's Center - YFS	Safe House	Facility-based	NA	0	0	10	10	4	10	40%
Women's Center - YFS	Serenity House	Facility-based	DV	8	4	0	12	14	14	100%
Totals				502	371	10	883	845	944	79%

²⁴ The "Utilization Rate" column is determined by dividing the PIT Count number by the "Total Beds." PIT Count numbers and Total Beds include *Overflow* and *Seasonal* beds that are available either temporarily, or only during high-demand seasons of the year, respectively. Overflow and Seasonal beds are not included in Year-Round Bed totals.



Veterans Administration

The VA offers a variety of emergency and longer-term shelter options for eligible veterans. The Health Care for Homeless Veteran's (HCHV) program, operated by Stockton Shelter, offers stays of 60 days; the Grant Per Diem program, operated by Dignity's Alcove, offers shelter, meals, and other services for up to 2 years; and the HCHV program, operated by Compassionate Residio, offers limited respite care for veterans with medical necessity.

St. Mary's Dining Room and Stockton Shelter together provide a place for people to get food and shelter or seek respite during the day under a roof. Stockton Shelter has 111 beds for single adults and can accommodate 30 families. Yet, it was running at 175% of capacity on the men's side, and 120% of capacity on the family side, during 2019. Both organizations lack sufficient case management staff (Stockton Shelter only recently hired a case manager to support the hundreds of single adults they shelter).

Local Financial Investment

The primary source of funding to support efforts to reduce homelessness in the county are federal and state funds (e.g., CoC, ESG, VA). While local police, fire, transportation, and sanitation provide services to

people experiencing homelessness, until very recently, no local funding was dedicated to support homeless services specifically. Local investment is increasingly necessary, especially as federal and state funding require matching contributions. Given the matching requirement, local investment results in an exponential increase in total funding for the homeless response system.

HOW IS THE SYSTEM PERFORMING?

"All agencies that serve homeless households within the San Joaquin Continuum of Care have a responsibility to positively contribute to the elimination of homelessness in San Joaquin County."²⁵ As such, the CoC's System-Wide Performance and Evaluation Committee ("the Committee") established performance measures to guide individual project performance evaluation thresholds for various funding sources. In order to develop these measures and the strategies to achieve them, the Committee adopted HUD's core System Performance Measures (SPM), examined local HMIS data, assessed external conditions specific to San Joaquin County, and incorporated best practices from the United States Interagency Council on Homelessness, National Alliance to End Homelessness, and National Homeless Information Project. The San Joaquin CoC Board of Directors adopted as policy the Committee's work and recommendations.

²⁵ San Joaquin Continuum of Care System-Wide Performance Measures, Goals, and Strategies, updated February 2020.



The specific performance measures for the local community are:



1. *Reduction in the average and median length of time persons remain homeless;*
2. *Reduction in the percent of persons who return to homelessness from permanent housing;*
3. *Reduction in the total number of persons who are homeless;*
4. *Increase in the percent of adults who gain or increase employment or non-employment cash income over time;*
5. *Reduction in the number of persons who become homeless for the first time;*
6. *Placement in housing of households that are homeless under other laws;*
- 7a. *Increase in the percent of persons who exit from the streets to an ES, SH, TH, or permanent housing destination;*
- 7b. *Increase in the percent of persons who exit to or retain permanent housing from PSH;*
8. *Increase in the percent of persons who exit to permanent housing from RRH;*
9. *Reduce the number of people living unsheltered in our community; and*
10. *Increase the number of units available to those exiting homelessness.*²⁶

For the most part, CoC system performance reflects a region that is seeing increases in first-time and returns to homelessness. SPM 5, which looks at first time homeless, increased substantially between 2015 and 2017, particularly over a single year between 2016 and 2017. In 2016, there were 2,736 people in San Joaquin emergency shelters, transitional housing, or permanent supportive housing who were experiencing homelessness for the first time. By 2017 that number more than doubled to 5,913.²⁷ Additionally, SPM 2, which measures returns to homelessness over 2 years, increased between 2015-2017 from 16% to 21%. It is important to note that this data only looks at San Joaquin and does not take into account if someone returned to homelessness in a different county or CoC. Given the above, the Committee has endorsed the work of the Coordinated Entry Committee in establishing a no wrong door approach to coordinated assessment and access to prevention and diversion programs.²⁸

Some performance measures appear to indicate success in decreasing how long a person experiences homeless. SPM 1, which assesses the average length of time someone is homeless, showed a decreased in the average length of stay in emergency shelters and transitional housing programs from 103 days (2015) to 54 days (2017). However, this data likely reflects the inclusion of new hotel stay data in HMIS

²⁶ System Performance Measures 1 through 7b are established by the Housing and Urban Development Department to evaluate the success of local efforts related to addressing homelessness. Measures 8, 9, and 10 are locally identified Performance Measures. These measures are calculated on a calendar consistent with the HUD calendar for System-wide Performance Measure reporting (Oct. 1 through Sept. 30).

²⁷ HUD Exchange, System Performance Measures Data Since FY 2015, CA-511. <https://www.hudexchange.info/resource/5691/system-performance-measures-data-since-fy-2015/>.

²⁸ San Joaquin Continuum of Care System-Wide Performance Measures, Goals, and Strategies, updated February 2020.

skewing the overall numbers.²⁹ As such, the Committee determined there needs to be an ongoing effort to move people from shelter and transitional housing programs through comprehensive supportive services to permanent housing solutions, such as rapid rehousing.³⁰

Ensuring accurate and widespread data collection, from program entry to exit, is essential for ongoing evaluation of these critical federal and local performance measures.

²⁹ HUD Exchange, System Performance Measures Data Since FY 2015, CA-511. <https://www.hudexchange.info/resource/5691/system-performance-measures-data-since-fy-2015/>.

³⁰ San Joaquin Continuum of Care System-Wide Performance Measures, Goals, and Strategies, updated February 2020.

PRIORITIES AND GOALS FOR EFFECTIVELY ADDRESSING HOMELESSNESS

While the San Joaquin community has made meaningful progress in setting up a homeless response system that has prevented or ended homelessness for hundreds of residents, significantly more coordination, investment, and focus is needed to fully address the impacts of homelessness across the county.

The increasing number of people experiencing homelessness who are living without shelter is a major concern for the community. The lack of low-barrier shelters throughout the county exacerbates the problem. While many organizations support people experiencing homelessness, only a small handful receive federal or state funding, and many do not fully participate in HMIS. Coordination across programs and agencies is insufficient to meet the current need. Looking ahead, the increases in first-time homelessness and returns to homelessness, are a strong call for the community to invest more in prevention and diversion, wrap around supportive services, and affordable permanent housing solutions.

The strategic planning process has involved extensive community engagement, a review of local data, and research to better understand the San Joaquin region's current homelessness system of care. Based on data, community feedback, and evidenced-based practices, San Joaquin has identified **three goals** that will be critical to effectively address homelessness over the next five years.



GOAL 1: ESTABLISH A COORDINATED AND ENGAGED REGIONAL SYSTEM OF CARE

San Joaquin County needs to deepen coordination to establish a community-wide response to homelessness. There are many organizations actively engaged in serving people experiencing homelessness. The region needs to strengthen the homeless crisis system it has in place and develop a fully coordinated and transparent system that can help obtain greater funding, identify shared priorities, and establish a formal coordinated entry system to identify, assess, and connect individuals to housing and services. Collaboration will expand understanding of the causes of homelessness and support the most effective approaches to address it. A stronger network can also celebrate success, reflect and course correct, and monitor and evaluate to ensure continued progress.

GOAL 2: INCREASE ACCESS & REDUCE BARRIERS TO HOMELESS CRISIS RESPONSE SERVICES



Connecting and building rapport with people experiencing homelessness is critical in a region where nearly 60% live without shelter – on the streets, in cars, under bridges, or by the river. By expanding outreach, increasing services, and developing low-barrier shelters, the community can target resources to those living in places not meant for human habitation. At the same time, San Joaquin must be better positioned to support those at-risk of becoming homeless. While a small number of people require more intensive services, most people facing housing instability need a minimal amount of help to stay housed. Whether it is one-time financial resources to provide a security deposit, legal assistance to prevent eviction, or help learning to balance a budget, the more the system can provide supports and services to prevent homelessness in the first place, the more the community will be able to use the limited resources on hand to end homelessness altogether – while at the same time protecting additional individuals and families from the traumas associated with homelessness.



GOAL 3: ENSURE HOUSEHOLDS EXPERIENCING HOMELESSNESS HAVE ACCESS TO AFFORDABLE & SUSTAINABLE PERMANENT HOUSING SOLUTIONS

Permanent housing – and the supportive services needed to obtain and maintain it – is the solution to homelessness. By expanding permanent housing options, such as Permanent Supportive Housing and Rapid Rehousing, hundreds more people in San Joaquin County will have a home that provides security and comfort – hand-in-hand with case management and job support services many residents require to achieve stability and long-term self-sufficiency. To do so not only requires more investment in new housing, but engagement with landlords and others to increase access to housing that already exists.



GOAL 1: ESTABLISH A COORDINATED AND ENGAGED REGIONAL SYSTEM OF CARE



Measure 1.1: All housing and homelessness agencies and programs are trained and participate in HMIS.

Measure 1.2: A formal Coordinated Entry System (CES) is in place, including a robust HMIS that is fully populated with data countywide.

Measure 1.3: HMIS collects intake, assessment, and exit data to allow for coordination and tracking as people exit homelessness and/or return to homelessness.

Measure 1.4: All stakeholder groups – the County, cities, Continuum of Care, service providers, and community-based organizations – have adopted the Strategic Plan.

Measure 1.5: Stakeholders are working together communitywide to implement a shared set of strategies to address homelessness in line with the Strategic Plan.

Measure 1.6: A shared funding process/advisory board has been put in place, with representatives from the County, cities, Continuum of Care, health care systems, VA and other federal partners, service providers, and community-based organizations.

Strategy 1.1: Establish a Cross-jurisdictional Effort to Create Shared Processes to Access Funding Streams, Identify Community Priorities, and Coordinate the Countywide Homeless System of Care

Homelessness is a countywide challenge that requires partnership between numerous jurisdictions, agencies, and sectors. Communities that are making headway in addressing homelessness have invested in effective, centralized leadership to coordinate efforts and implement shared strategies, ensuring that community resources are being used as effectively as possible. While the San Joaquin community has strongly indicated that there is a desire for coordination across jurisdictions and funding streams, greater focus, planning, investment, and collaboration is needed to collectively achieve the shared goals.

- **Strengthen Coordinated Entry System:** Stakeholders in San Joaquin County have expressed the desire to have a robust Coordinated Entry System (CES) to better prioritize and serve those struggling with housing instability and homelessness. CES is a process developed to ensure that all people experiencing a housing crisis have fair and equal access to housing and supportive services. Individuals should be quickly identified, assessed for, referred, and matched to housing and assistance based on their strengths and needs. An effective CES can reduce the time it takes to get services to participants and ensure that resources are used efficiently.

The steps to strengthen San Joaquin's CES include:

- ✓ *Centralize access points to administer coordinated assessment tool (VI-SPDAT), incorporating San Joaquin 2-1-1 and existing community/resource centers (e.g., HSA Community Centers);*
- ✓ *Expand CES to ensure that all homeless response programs – shelters, Rapid Rehousing, Permanent Supportive Housing, and Prevention – are included in the system, to ensure placements are tracked and documented, and success can be measured;*
- ✓ *Increase CES coverage and participation to include the full spectrum of services that are available in San Joaquin, including mobile teams, satellite offices, rotating staff, and co-located services;*
- ✓ *Consider integrating related systems of care, such as re-entry from criminal justice or hospital discharge to further improve coordination; and*
- ✓ *Once widely adopted, evaluate the effectiveness of the coordinated assessment tool (VI-SPDAT) in identifying the best intervention (e.g., RRH, PSH) according to vulnerability, and analyze any disparities between subpopulation access to services and placement into housing.*

Strengthening and centralizing the CES process will enhance San Joaquin's capability to expand, track, and analyze how effective the community is at serving people in need. It will help ensure people with the greatest needs are prioritized while those facing an immediate housing crisis are diverted from the homeless response system altogether.



VI-SPDAT

Vulnerability Index - Service Prioritization Decision Assistance Tool. The VI-SPDAT is a commonly used, pre-screening, or triage tool, that is designed to be used by all providers within a community to quickly assess the health and social needs of homeless persons and match them with the most appropriate support and housing interventions that are available. The VI-SPDAT is designed to determine the presence and acuity of an issue and identify clients to refer for assessment for specific housing interventions, but it is not intended to provide a comprehensive assessment of each person's needs. The tool is designed to measure acuity and risks to housing instability.

- **Establish countywide priorities:** Throughout the process of developing the strategic plan, stakeholders expressed a clear sense of priorities for the region: invest in prevention efforts to keep households from becoming homeless from the outset (and diversion when they do), expand low-barrier shelters to ensure those living on the street can quickly gain access to services, and increase the availability of affordable permanent housing. For example, there was strong feeling that the system needs to prioritize vouchers for people with mental illness, “People with mental illness need vouchers immediately. They must be prioritized, and this cannot just be based on whether the person has SSI or SSDA.”
- **Design a shared process around funding and allocation:** With only two organizations currently receiving federal CoC funds, but a broader set of organizations working to end homelessness, the community needs to focus attention on increased planning to ensure adequate and strategic coordination is in place to support priority initiatives and to reduce duplicative efforts. The additional state funding opportunities that are available for the region provide even greater incentive to take the time to establish a coordinated and cross-jurisdictional process to apply for, prioritize, and distribute funding effectively across the region. To effectively collaborate and maximize funding opportunities, the community can:
 - ✓ Explore establishing a Funding Advisory Group comprised of officials from the county’s three HUD Entitlement Jurisdictions, which may include members of the CoC Board, Board of Supervisors, city executive and legislative branches, community-based organizations, and other relevant stakeholders with authority. (This must include a full-time staff position, which could be funded by a trusted community-based organization, or the County, to provide support on data requests, administrative functions, and staffing.)
 - ✓ Design a single Request for Funding Proposal (RFP) mechanism that permits applicants to submit a shared application for multiple funding streams and be responsible for the same reporting and fiscal duties.
 - ✓ Offer more comprehensive technical assistance to providers who have not previously sought funding to establish a new project pipeline and provide infrastructure for programs to help alleviate administrative burdens.



Example Roles and Responsibilities of a Funding Advisory Group

1. *Seek to achieve functional zero homelessness in San Joaquin County, using this Strategic Plan as the initial guiding document;*
2. *Support the goals and duties of the San Joaquin Continuum of Care;*
3. *Own the issue of homelessness within the county;*
4. *Align homelessness-related funding and policies throughout the county;*
5. *Promote and invest in Housing First strategies;*
6. *Ensure adherence to evidenced-based solutions;*
7. *Represent rural, urban, and suburban communities;*
8. *Monitor local system performance measures;*
9. *Focus on high-level decisions, not technical aspects of issues related to homelessness;*
10. *Create ongoing or ad hoc Task Groups, so long as there is sufficient staff capacity;*
11. *Approve the submission of applications to Notices of Funding Availability (NOFAs) published by HUD and the State, ideally through a single Request for Funding Proposal;*
12. *Establish San Joaquin County's homelessness funding priorities and make funding-related decisions (e.g., project types to fund, subpopulations to target);*
13. *Ensure that organizations serving the county's homeless population receive the technical assistance and training they need to achieve system performance measures through a Housing First model;*
14. *Communicate with the public on issues related to homelessness; and*
15. *Designate a Chair for the Funding Advisory Group who will act as the official spokesperson to the public and stakeholders.*



Single Request for Funding Proposal

The purpose of the Single Request for Funding Proposal is to streamline the project application process while encouraging creative program design to respond to homelessness through one or more available funding streams. This process should support the implementation of comprehensive housing programs that include robust supportive services and adhere to shared principles and systems, such as Housing First, Coordinated Entry, and HMIS. Federal and state priorities compound the need to coordinate and align resource allocation in order to maximize impact. Any funds offered by HUD, the State, or the County should be included in the single RFP, such as CoC, ESG, California Emergency Solutions and Housing (CESH), Homeless Emergency Aid Program (HEAP), and HHAP. To increase efficiency and reduce the burden to apply, a standard budget template is used regardless of funding source.

With a streamlined funding process in place, the community can expand the outreach process for federal and state funding opportunities to provide the ability for more stakeholders to access these resources. This would require that there is increased information and transparency regarding funding streams, administrators, and award processes. Additionally, the CoC (and Funding Advisory Group if implemented) could offer more comprehensive technical assistance to providers who have not previously sought funding in order to help them overcome administrative and reporting burdens.

Strategy 1.2: Improve Data Collection, Measurement, and Analysis

Stakeholders in San Joaquin County have expressed the need for improved data collection, measurement, and analysis in order to better understand the needs of those facing housing instability and the effectiveness of program interventions. There was strong consensus from stakeholders that the number one priority would be to ensure every entity that is part of the homeless system of care provides data into HMIS.

While there is widespread interest in participating in HMIS, stakeholders indicated that one of the biggest hurdles to effective data collection is the capacity of the agencies serving the homeless population. Many organizations do not have the ability to complete data entry in a timely manner and often the information that is entered into the data system is limited or out of date.

Currently the primary agencies that participate in HMIS are those that provide shelter and housing. Many of the agencies that provide supportive services are not connected into HMIS, or their staff are not sufficiently well trained to use HMIS. Without a robust HMIS system that everyone commits to participating in, which effectively engages and trains all organizations and their staff throughout the region, the ability for the community to respond to the greatest needs will continue to fall short. In order to ensure the system is accountable and all organizational activities are known and tracked, the CoC should ensure that all housing and homelessness organizations actively participate in data entry and quality.

To do so, the CoC should:

- Ensure all housing and homeless programs are trained and participate in HMIS (condition funding on participation);
- Establish HMIS Policies and Procedures with agreed upon definitions, standards for data integrity, and timeliness expectations for data entry;
- Require that participating organizations track individuals returning to homelessness, attend free trainings offered to them, and seek technical assistance when necessary;
- Assess data to drive community action (e.g., measure if outputs meet inputs, effectiveness of interventions);

- Hire dedicated administrative staff to manage the day-to-day operations of HMIS to improve data quality, provide support to partner organizations, and enable real-time data collection;
- Improve ability for agencies/system to capture client exit destinations, including from shelter;
- Increase coordination between mainstream resources and homeless assistance data systems to ensure identification of those eligible for benefits, such as SSI and CalWORKs; and
- Engage in a robust review of the HMIS Lead, including soliciting other agencies interested in acting as the HMIS Lead.

Opportunities to better coordinate around Veterans' services illustrates ways to enhance the effectiveness of San Joaquin's homeless system of care. Stakeholders expressed a desire for increased coordination between the VA, the CoC, and the community-at-large in order to achieve a functional zero for veteran homelessness. The system as it currently functions is not sufficiently maintained, with client lists that include people who are deceased, unreachable, or ineligible for services. Strategies to consider include:

- ✓ *Use a VA-managed "By-Name" List as the organizing document for housing and serving veterans;*
 - ✓ *Expedite, through CES and HMIS, the identification of those eligible for VA programs (which is dependent on discharge status), so that veterans ineligible for VA programs may more readily access CoC and other housing and services;*
 - ✓ *Increase coordination with the VA on PIT Count methodology and implementation; and*
 - ✓ *Partner with the County Veterans Advisory Commission (VAC) to bridge veterans and services by connecting unhoused veterans with veteran peers in the community.*
-

Strategy 1.3: Educate and Engage the Community

While homelessness is growing across the State of California, so are the many myths and misconceptions around why people are homeless and the programs and services that work best in solving the problem. Rising costs of housing, combined with wages that do not keep pace, are driving increased rates of homelessness in San Joaquin County and across the State. A deeper understanding of homelessness and its solutions will strengthen community support for critical next steps.

Stakeholders in San Joaquin County have expressed the need for increased engagement and education of the members of the Continuum of Care and the community-at-large. A community that speaks the same language and supports the same mission can collectively address homelessness more efficiently and effectively.

Stakeholders also prioritized a focus on demystifying who is actually living on the street and in shelters. We know that in many communities there is a misconception that the majority of people experiencing homelessness have mental health or substance use disorders. The most common causes of homelessness in many communities, however, are unemployment and unpaid rent. While many people experiencing homelessness do have a disability that creates a barrier to regaining stable housing, the disability is often the result of their homelessness rather than its cause. Only a small percentage of the total number of people experiencing homelessness became homeless because of mental health issues or substance use disorders.

“When you first become homeless, you try your hardest to get your housing back. But then as the weeks go by, it becomes harder and harder. You get buried deeper and deeper. People do not look at you the same. Even a brief respite from living on the street can allow you to recharge – as little as two weeks can be enough to help reset your motivation.”

In addition to demystifying who is homeless, there are numerous ways to build a common understanding of the homeless system of care and the strategies to address it.

San Joaquin should prioritize the following:

- Educate the public on the need to implement evidence-based best practices (e.g. Housing First, Coordinated Entry, prevention and diversion, trauma-informed care, low-barrier programming, and voluntary services);
- Publicize success stories of individuals and strategies;
- Work with the business sector to address their concerns about blight and use data to show the results of efforts that have already been undertaken;
- Initiate messaging that better explains Housing First that highlights what has worked in San Joaquin and other similar communities;
- Undertake community education to encourage willingness for affordable development in our neighborhoods; and
- Incorporate the voice of the consumer/client through focus groups, surveys, and listening meetings.



GOAL 2: INCREASE ACCESS AND REDUCE BARRIERS TO HOMELESS CRISIS RESPONSE SERVICES



Measure 2.1: By 2025, 200 new housing-focused low-barrier shelter beds are available to people experiencing homelessness in San Joaquin County (The beds may be in congregate or non-congregate shelter settings, as public health needs dictate).

Measure 2.2: By 2025, an additional 200 total rental assistance eviction prevention grants are available.

Measure 2.3: The 2025 Point-in-Time Count will show that the number of unsheltered households in San Joaquin County is less than 50% of the 2019 Count.

Measure 2.4: More than 50% of households who were housed in Transitional Housing and Rapid Rehousing programs will exit to permanent housing destinations between 2020 and 2025.

Measure 2.5: Beginning 2021, the number of people experiencing homelessness for the first time will be reduced by 5% each year, achieving a 20% annual reduction by 2025.

Measure 2.6: Annually reduce by 10% the number of households that return to homelessness in 6 months after exiting to permanent housing from a Transitional Housing, Rapid Rehousing, or Permanent Supportive Housing program.

Strategy 2.1: Expand Low-Barrier Shelter Capacity, Hours, and Services

Emergency shelters and warming centers provide safe places for people to stay at night and help connect people to services and housing opportunities. When the programs are housing-focused and low-barrier, they are an important part of the system to engage people and help them exit homelessness to permanent housing.



Housing First

The Housing First approach has been extremely successful in reducing the length of time households are homeless, preventing returns to homelessness, and supporting participants' long-term stability and well-being. Research suggests Housing First program participants are 2.5 times more likely to be housed after 18-24 months than other programs.³¹

³¹ Baxter AJ, Tweed EJ, Katikireddi SV, et al. Effects of Housing First approaches on health and well-being of adults who are homeless or at risk of homelessness: systematic review and meta-analysis of randomized controlled trials. J Epidemiol Community Health 2019; 73.

Stakeholders in San Joaquin County have expressed the need to expand low-barrier shelter capacity. Current space, hours, structure, and services are insufficient to meet the needs of those facing housing instability, especially in the winter. This has been greatly exacerbated by the COVID-19 health crisis, increasing the need for non-congregate shelter settings. (For more guidance on best practices for non-congregate shelter settings in light of COVID-19, see HUD’s [“Non-Congregate Approaches to Sheltering for COVID-19 Homeless Response,”](#) in the Appendices.)

Members of the community have proposed lowering many barriers to entry that may discourage a household from moving indoors. Some of the barriers and challenges most commonly encountered are: ID requirements; restrictions against pets, possessions, and partners; rules based on sobriety rather than behavior; and curfews or exit times that eliminate education and employment opportunities. These can be life or death decisions.

There is currently only one congregate emergency shelter in the entire county that ascribes to a low-barrier approach, attempting to reduce burdensome requirements. However, clients remain unable to bring pets or store possessions, and must exit each morning. These issues persist in non-congregate settings where pets and many possessions are often not permitted. Moreover, the Stockton Shelter has insufficient capacity to accommodate the demand during each winter throughout the year. This past winter, the City of Stockton and San Joaquin County ensured expanded winter capacity by funding 100 additional beds for four months. However, with thousands of San Joaquin residents living on the streets, in cars, in parks, and by the river, a temporary expansion of 100-beds is insufficient to meet the growing need.



Navigation Centers

New legislation in California defined Navigation Centers as facilities that provide “temporary room and board with limited barriers to entry while case managers work to connect homeless individuals and families to income, public benefits, health services, permanent housing, or other shelter.”³² Navigation Centers are “housing-focused” facilities that provide shelter and comprehensive onsite services to support participants to exit homelessness permanently. While they help people stay safe from the dangers of living outside, they are also a valuable link to permanent housing, especially for people who have been homeless for an extended period of time and might be reluctant to engage in services.

Navigation Centers are “housing focused” because they are low-barrier and tailor their services to support the goal of exiting homelessness. They screen-in, rather than screen-out, potential participants with the greatest barriers to housing. They do not require participation in services as a condition of stay. They impose minimal rules and restrictions that focus on behavioral expectations to help ensure client and staff safety, i.e., few rules, not “no rules.” They provide flexible access to shelter and services, including extended hours of operation, arrangements for late arrivals, non-restricted mealtimes, and lenient curfew policies. They offer CES assessments on-site, voluntary case management, and other supportive services that assist households to create an action plan to help them obtain permanent housing.

In order to improve the community’s capacity to respond to the current and ever-growing need for shelter in San Joaquin County, stakeholders should explore the following:

- Expand low-barrier shelter capacity, incorporating Housing First principles to existing emergency shelters, and to any new or expanded congregate or non-congregate shelters (e.g. allow partners, pets, possessions; not require sobriety or mental health counseling to enter) – even consider a Navigation Center when appropriate;
- Standardize policies throughout all shelters, so they are predictable and equitable;
- Ensure that voluntary support services are accessible at all shelters through coordinated on-site case management, mobile multi-disciplinary teams, or rotating support staff;
- Obtain city, County, and private investment to support winter shelter capacity; and
- Provide financial support to expand hours of “Night-by-Night” shelters or to secure other 24-hour accommodations in order to provide continuity of care and increased case management support.

³² California Senate Bill 850 50490.4(a)(4)(A).

Persons with lived experience also highlighted that current policies and service offerings at different shelter sites, dedicated to different subpopulations, were inequitable or misaligned with the needs of residents. Many single adults and adults with partners (with no children) are interested in accessing more supportive services and abiding by behaviorally-based rules – similar to approaches taken in shelters serving households with children – to improve the shelter environment and support exits to permanent housing. With the increased need for non-congregate shelter settings, sufficient supportive services and equitable policies are even more crucial as individuals become more isolated and face new challenges in new environments.

A true low-barrier shelter model is grounded in fair and equitable policies that provide the greatest access to residents, while still prioritizing the protection and safety of staff and other residents.

Shelter residents suggested the following changes:

- Eliminate alcohol and drug testing via invasive practices, instead monitoring conditions based on a behavioral standard;
- Allow partners to live together;
- Allow pets;
- Create smaller, or individual, rooms within shelters to allow people to better manage their health and safety;
- Eliminate restrictive curfews and limited mealtime hours; and
- Improve access to self-care services, like showers and hygiene products.

Strategy 2.2: Invest in Prevention and Diversion

Living without stable housing, even briefly, is a traumatizing experience, and many never recover from the physical, emotional and financial impacts. By diverting households from shelter and preventing imminent homelessness, we can help individuals and families avoid the economic, social, mental, and physical challenges that result from homelessness – often at a much lower cost than it takes to serve people after they lose their housing.

With more and more San Joaquin households spending higher percentages of their income on rent, there are an increasing number of people falling into homelessness. Once somebody has fallen into homelessness, it can be extremely difficult to return to housing.

Prevention

Stakeholders in San Joaquin County have voiced a great need for investment into prevention services that will help struggling households maintain their housing rather than enter the homeless response

system. Prevention services have often been presented as one of the three largest community needs (along with shelter and permanent housing).

Steps to address prevention include:

- Invest in eviction prevention rental assistance funds to pay rental arrears (back rent);
- Establish an emergency eviction prevention fund that can quickly respond to needs (e.g., within 7-10 days);
- Increase access to free legal services and assistance (representation greatly increases tenant victories);
- Establish funds to address the gap created by ESG income limitations (30% AMI);
- Fund short-term rental subsidies to increase household housing stability;
- Advocate to the State the need for expedited access to Emergency Solutions Grant (ESG) funds, as there have been significant delays;
- Connect people to mainstream resources and benefits;
- Enact rent control legislation that considers both tenants and landlords by preventing rent increases of exorbitant amounts while providing government subsidies or tax credits to help renters absorb price increases; and
- Re-envision the Homeless Prevention & Rapid Rehousing (HPRP) project model to fund rental assistance up to 18 months, including security deposits, utility assistance, moving costs, and/or hotel vouchers.



Preventing Homelessness by Connecting People to Mainstream Resources

One of the key strategies to prevent homelessness is to maximize services that people are already eligible for, such as CalFresh, CalWORKS, Medi-Cal, Social Security Disability Insurance, and SSI. Communities can also fund dedicated support staff who are experienced at helping connect people to such benefits. In addition, communities can hire staff who can help people access rental assistance, conduct housing searches, and problem-solve collaboratively.

Diversion

Diversion programs provide a variety of interventions to help prevent people from entering shelter. Services are tailored to meet the needs, strengths, and preferences of each client, which ensures that

each person receives the minimum amount of support necessary to regain permanent housing, while conserving limited resources and serving as many people as possible. Diversion programs decrease the likelihood of a household entering a shelter and are less expensive than providing assistance once a household becomes homeless.

Services that support diversion include:

- Limited financial, utility, and/or rental assistance;
- Short-term case management;
- Housing search assistance;
- Credit repair;
- Landlord mediation;
- Tenant and/or financial education;
- Employment assistance; and
- Connection to mainstream benefits and resources.

Strategy 2.3: Improve and Expand Outreach and Engagement

Throughout the process of developing the strategic plan, stakeholders expressed a clear sense of priorities for the region: invest in prevention efforts to keep people housed, expand access to low-barrier shelter and services for those living on the street, and increase the availability of affordable permanent housing solutions.

While long-term solutions to homelessness require community-wide investment in permanent housing, housing-focused *services* help people connect to these long-term solutions and address the barriers that keep them from becoming housed. The goal is to help people exit homelessness as soon as possible. Once housed, people can work on the underlying challenges that undermine their stability.

Yet, stakeholders also identified that there is a real lack of information about services and housing opportunities that are available, and that those providing outreach often had difficulty understanding their lived experience. There was a strong desire from those affected by homelessness to have people with lived experience of homelessness provide any outreach services. There was also a strong sense that the efforts to do outreach, while admirable, fall far short of the level of effort needed to reach people. The average outreach attempt in San Joaquin is only two encounters or “touches.” Creating trust and rapport, as anyone can attest to, likely requires more.

Individuals who are formerly or currently homeless continue to raise outreach as an important area in need of improvement. They indicate that few people are effectively made aware of locations where services are located or are made aware of the breadth of services that are available. Clients feel that they are “chasing their own tails,” as they seek out services at one location only to be told that they must travel elsewhere or that they have missed their chance altogether.

- **Outreach by People with Lived Experience:** Like many other communities in California, people experiencing homelessness prefer to work directly with outreach staff who have direct experience with homelessness. As one stakeholder eloquently expressed, outreach staff with experience of homelessness “... don’t look down on me. They don’t just ask, ‘What happened?’ It is so important that the wording used by outreach workers is appropriate to the person being approached.”
- **Street and Encampment Outreach:** Street and encampment outreach teams meet people where they are to provide connections to services. Many people with extensive histories of homelessness are disconnected from the network of services that could help them return to housing. They often have deep-seated trauma and negative experiences with the safety net system that may make them reluctant to engage with providers. Outreach specialists should be trained to use proven engagement techniques, such as Trauma-Informed- Care, Critical Time Intervention, and Motivational Interviewing, to build trust and help people connect to the services and support they may need to find and keep housing.



Trauma-Informed Care (TIC)

Trauma-Informed Care (TIC) offers a framework for working with people experiencing trauma, including individuals who are homeless. Traumatic experiences can lead to stress and other long-lasting impacts, “interfering with a person’s sense of safety, ability to self-regulate, sense of self, perception of control and self-efficacy, and interpersonal relationships,”³³ TIC ensures that service providers adopt an approach to working with people experiencing homelessness by employing some degree of trauma awareness; placing an emphasis on safety; providing opportunities for individuals they work with to rebuild control; and adopting a strengths-based approach (identifying people’s skills and helping them to develop coping mechanisms).³⁴



Critical Time Intervention (CTI)

Critical Time Intervention (CTI) is a case management model designed specifically to prevent homelessness in people living with mental illness. It is used in a time-limited manner to work with people following discharge from hospitals, shelters, and prisons/jails – situations when it is extremely challenging for people to obtain stable housing and needed supports. Case managers provide emotional and practical support during the transition while also helping individuals develop long-term ties to services, family, and friends.³⁵

³³ E. Hauper, E. Bausuek, J. Olivet, “Shelter from the Storm: Trauma-Informed Care in Homelessness Services Settings,” *The Open Health Services and Policy Journal*, 2009.

³⁴ *ibid*

³⁵ *Critical Time Intervention: Preventing Homelessness in the Transition from Institution to Community*, [criticaltime.org](https://www.criticaltime.org/wp-content/uploads/2009/04/cti-handout4.pdf). Available at <https://www.criticaltime.org/wp-content/uploads/2009/04/cti-handout4.pdf>



Motivational Interviewing (MI)

Motivational Interviewing (MI) is a client-centered, evidence-based approach used by direct service providers working with people experiencing homelessness. It focuses on allowing individuals to direct their own path toward the change they seek, rather than trying to convince them of what they need to do. The provider builds trust, listens, and then acts as a guide to help the client to identify their own personal next steps.³⁶

Stakeholders in San Joaquin County have also highlighted the need for expanded outreach to households living in places not meant for habitability (e.g. street/car). Current partnerships between entities such as Law Enforcement and Behavioral Health have already resulted in increased engagement and connections to housing and services. Examples of current efforts include the establishment of a Community Liaison in Lodi and the implementation of the Stockton Law Enforcement Assisted Diversion (LEAD) Program.

Much more can be done, however, to increase not only the capacity, but also the effectiveness of street outreach.

Additional activities to pursue:

- Support and expand existing multi-disciplinary teams (e.g. social workers, mental and physical health providers, police) who conduct street outreach and are able to connect people to supportive services;
- Increase diversity of street outreach staff, to include more people with lived experience and to better reflect the population served;
- Increase prevalence of locations (e.g. shelters, community centers) for “warm handoffs” from law enforcement/other sectors to service providers;
- Re-invest and expand existing successful pilot programs (e.g. Stockton LEAD and Lodi Community Liaison) to ensure full-time staffing to meet existing needs;
- Identify entities that should lead coordination efforts with law enforcement, behavioral health, and other entities, so that law enforcement remains a partner, but not the leader, of homeless response efforts; and
- Expand or replicate behavioral health mobile teams (e.g. San Joaquin County Mobile Crisis Support Teams).

³⁶ *Spotlight on PATH Practices and Programs: Motivational Interviewing*, U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration. (2010).



GOAL 3: ENSURE
HOUSEHOLDS
EXPERIENCING
HOMELESSNESS HAVE
ACCESS TO
AFFORDABLE AND
SUSTAINABLE
PERMANENT HOUSING
SOLUTIONS



Measure 3.1: By 2025, 100 new rapid rehousing opportunities are available, and 200 new permanent supportive housing units are built or rehabilitated or in the pipeline (with at least 100 built or rehabilitated by 2024), for people experiencing homelessness in San Joaquin County.

Measure 3.2: Veteran homelessness reaches functional zero by the 2025 Point-In-Time Count.

Measure 3.3: The County and its 4 largest cities initiated at least 1 new pilot project to test efficacy of non-conventional housing options, including shared or modular housing.

Measure 3.4: The County and its 4 largest cities created or adopted 1 new policy that waives fees, increases density, or changes zoning laws to facilitate new and affordable housing construction or rehabilitation.

Measure 3.5: HMIS collects the time between assessment for services and placement into a transitional or permanent housing program.

Strategy 3.1: Increase Affordable Housing Stock for Vulnerable Adults, Youth, and Families

Permanent housing programs, such as Permanent Supportive Housing (PSH) and Rapid Rehousing (RRH), are well-established as some of the most cost-effective and successful strategies to address homelessness.

These programs provide subsidized housing, combined with the supportive services the household needs to retain that housing and attain long-term stability. Services can include case management; connections to employment and public benefits; and medical, mental health, and substance use treatment. The programs tailor services to the unique needs of each household and successfully support many San Joaquin County residents each year to permanently exit homelessness and regain self-sufficiency.

“The rent is way too high. Most Stockton rentals require two to three times the rental amount. In addition, there are virtually no low-income rentals available near the businesses that are actually hiring.”



Shared Housing

Shared housing is a living arrangement between two unrelated people who choose to live together to take advantage of the mutual benefits it offers. Families, students, young adults, and seniors have been using this arrangement for generations. It is now recognized as a viable option for people exiting homelessness.

Shared housing allows single adults to agree to live together for both economic reasons and for social support. It is usually a situation where rent and utilities are shared between two or more people. There are different models, including entire apartment buildings or homes structured as shared housing, some with shared common areas such as kitchens and living rooms, while others are private residences with landlords. Still others might be run by County agencies. In the context of serving people at risk of or experiencing homelessness, often shared housing pairs permanent housing with supportive services.

Stakeholders in San Joaquin County have overwhelmingly voiced the need for investment into the creation, rehabilitation, and expansion of affordable housing options. Ultimately, without a pathway to housing, many households experiencing homelessness will continue to face instability, experience trauma, and remain on the street. The following strategies should be explored:

- Master lease, lease to own, or convert existing lodging in the community (e.g., motels/hotels);
- Rehabilitate vacant or underutilized properties (government or privately owned);
- Pursue a dedicated source of funding for a permanent housing trust fund that would accelerate development for affordable housing and homelessness projects;
- Establish a predevelopment loan pool for developers to have funds to complete due diligence on proposed projects;
- Establish homeless unit set-asides in affordable non-homeless projects/developments;
- Preserve and invest in housing dedicated to seniors given they make up 25% of homeless population;

- Promote the development of social housing (mixed-income projects available to anyone) funded by new real-estate document recording fees, a tax increase on high-dollar real estate transactions, or through income-based rent;
- Advocate for the establishment of an inclusionary zoning policy requiring at least 20% of units to be affordable in new developments;
- Support and encourage creative housing production solutions (e.g., modular, manufactured);
- Advocate for affordable housing projects to be expedited;
- Waive permitting fees for Extremely Low-Income (ELI) housing construction;
- Ensure incoming state funding supports the development or rehabilitation of permanent housing for homeless households;
- Encourage the evaluation of and modification of zoning laws that unnecessarily restrict the development of affordable housing; and
- Increase case management services to ensure special subpopulations stay housed.



Social Housing

“Social housing³⁷ is a public option for housing. Typically, it is rental housing provided below market rates. Rents are charged according to either real costs-based or income-based formulas. Social housing is permanently off the private market: in some cases, it can be owned and operated by municipal governments or nonprofit housing providers. In other cases, as with limited-equity cooperatives, land trusts or mutual housing associations, residents may own a stake in their homes at subsidized rates, and they cannot sell them for exorbitant profit. Social units should be primarily new construction on infill or previously non-residential or unaffordable sites, particularly in supply-constrained cities and regions where sprawl encourages high rates of car use, as well as in areas that lack a substantial stock of existing public housing. While new construction is essential to realizing this vision, it must not raze existing communities in the name of new development.”

³⁷ <https://homesguarantee.com/wp-content/uploads/Homes-Guarantee--Briefing-Book.pdf>

Strategy 3.2: Invest in Landlord Engagement, Navigation, and Incentives

<i>Individuals experiencing homelessness report that landlords frequently require triple the amount of rent at move-in or three times rent as monthly income; even with a housing voucher this cannot be overcome.</i>	Many communities – even those in high cost rental markets – are highly successful in working with landlords and property managers to identify units for people exiting homelessness. Building relationships, including understanding and addressing landlords’ concerns, is key. Stakeholders have recognized that local landlords are key partners in responding to homelessness. Identifying, engaging, and incentivizing landlords is a critical goal for San Joaquin, given a large portion of permanent housing is secured from market rate landlords only in scattered-site models.

Affirmative actions that can be taken include:

- Negotiate with property owners, rather than property management companies, to help overcome the high move-in costs that property managers are requiring;
- Invest in Landlord Navigator and Housing Locator positions who can identify prospective partners, ensure landlord questions are answered promptly, and prepare program participants to succeed in housing;
- Educate landlords about laws against discriminating against applicants based on source of income;
- Incentivize absent landlords to sell or develop properties;
- Offer mediation services for landlord-tenant conflicts;
- Provide assistance for clients in need of credit repair;
- Engage homeowners who have spare rooms or ADUs on site to become landlords;
- Create flexible funding to incentivize private landlords to house program participants in market rate units (e.g. signing bonuses, ongoing funds to hold units, double deposits);
- Design and implement a county-wide messaging and engagement strategy (e.g. refined program literature, community orientations and appreciation events, print/social media campaigns)

- Examine the discretion held by the Office of the District Attorney and the courts regarding the clearance of criminal convictions and unpaid fines for people that are homeless in order to remove landlord concerns regarding criminal and credit history.



Accessory Dwelling Units

Accessory Dwelling Units (ADUs) are small secondary housing units located on the same grounds as a primary home. They include units such as a basement apartment, a garage apartment, or a stand-alone “tiny home” on the same property as a single-family residence. Sometimes known as in-law units or backyard cottages, they have become increasingly more sought after as one way to help resolve the housing crisis because they are a more affordable option for adding much-needed housing in California. They are legally part of the same property as the main home. Over the past 2-3 years, California enacted new policies to allow homeowners to more readily build ADUs as one of many ways to help solving the housing crisis.

Strategy 3.3: Expand Case Management, Employment, and Supportive Services

Many people experiencing homelessness in San Joaquin have been homeless for an extended period of time. These individuals are often disconnected from the resources they need to exit homelessness and achieve stability. Supporting people with extensive histories of homelessness and related trauma requires significant time to connect with people and build trust.

Moreover, while some were disabled prior to losing their housing, many others acquired their disability as a result of living on the streets or without stable housing – an experience that is extremely dangerous and traumatic. To return to, and maintain, housing successfully, individuals experiencing homelessness often require ongoing treatment and support – both before and after they are housed.

Nonprofits, community groups, and County agencies provide a variety of services that can help people exit homelessness and stay housed permanently. Programs such as mental health treatment, employment and job training, health care, and substance use recovery can meaningfully help people attain greater stability.

While some of these programs are dedicated to people experiencing homelessness, others are resources available to everyone in the community. Ensuring that these programs are available and accessible for people experiencing homelessness allows the community to get the most out of its existing resources.

Stakeholders in San Joaquin County have expressed the need for supportive services at every level of the homeless response system. Case management and employment/education services are critical elements to ensuring housing stability for those living on the street, in shelter, and in permanent housing. San Joaquin should consider the following:

- New shelter, rapid rehousing, and permanent supportive housing projects/initiatives must include funding for supportive services (or at minimum, partnership agreements with service providers or the County);
- Services should adhere to a “Housing First” model (low-barrier, client-centered, voluntary);
- Set aside a portion of any supportive services funds for “aftercare” (services after financial support ends);
- Negotiate and/or lobby for case management to become reimbursable under Medi-Cal;
- Case Management should be “housing-focused” (housing stability drives all participant goals and plans); and
- Engage the business community to create internship, apprenticeship, employment, and grant opportunities.

“When I first came to Stockton Shelter, I knew all about St. Mary’s Dining Room. I began volunteering and then found my way to Social Services where I found help with housing, counseling, and mental health. Now I volunteer and have a leadership role in one of the programs. The shelter program has helped me stay clean and sober.”

While San Joaquin County works to build a robust and responsive system of care with sufficient low-barrier shelter capacity and affordable permanent housing options – all of which are critical to ending homelessness – few can pull themselves up alone. Supportive services are a critical element to ensuring every household can find and keep a safe home in which to thrive.

CONCLUSION

Call to Action

The San Joaquin community faces two pandemics: one well-known, one novel, both devastating. Homelessness is not new. It is more and more present in San Joaquin. Those who had found new homes are increasingly returning to homelessness, while those who have never faced the prospect of living on the street are increasingly confronting this reality. This reality has been further exacerbated by the arrival of COVID-19.

However, this convergence has created opportunity. There is an unknown and uncertain future, but the federal and state governments are paying attention. They are creating new funding streams, permitting flexibility, and encouraging creative solutions to resolve widespread housing instability. San Joaquin must come together at this critical juncture with increased local investment and political will.

The San Joaquin Community Response to Homelessness was developed to serve as the touchstone for the Continuum of Care, County, and cities within, to ensure evidenced-based and community-developed strategies guide San Joaquin's immediate and future actions. By committing to increased coordination, data collection, community education, and local funding, San Joaquin's unhoused citizens will be afforded a critical safety net that prioritizes the most vulnerable, removes unnecessary barriers to entry, and offers comprehensive supportive services.

The Implementation Addendum included as an appendix to this strategic plan provides a road map of activities, action steps, responsible parties, and key stakeholders to implement this shared vision.

APPENDICES

IMPLEMENTATION ADDENDUM

Goal 1: Establish a Coordinated and Engaged Regional System of Care

Activity	Steps	Responsible Parties	Stakeholders
Strategy 1.1: Establish a Cross-jurisdictional Effort to Create Shared Processes to Access Funding Streams, Identify Community Priorities, and Coordinate the countywide Homeless System of Care	Strengthen Coordinated Entry System <i>Year 1:</i> - Hire consultant to assist CoC Board with operating plan for Coordinated Entry System - Finalize system design and policies and procedures - Conduct onboarding and training - Determine access points - Establish key organizations, ensuring full geographic coverage - Survey end users - Set up HMIS to support system	<i>Coordinated Entry System Committee</i> <i>CoC Board</i>	<i>End users of CES</i>
	<i>Years 2-5:</i> - Rollout system with selected providers - System in place and tracking metrics - Evaluate VI-SPDAT		

	<i>Establish Countywide Priorities, Design a Shared Process Around Funding</i> <i>Year 1:</i> • <i>CoC Board sends approved plan to all jurisdictions to request voting bodies to adopt</i> • <i>CoC Board review of current committee structure to ensure it aligns with strategic plan goals; assignment of committees as responsible parties</i> • <i>Jurisdictions adopt strategic plan, align investment of resources</i> ○ <i>Identify action steps for each of the local jurisdictions, what their role should be as they move to support implementation</i> • <i>Design advisory board responsible for coordinating and prioritizing use of federal, state and local funding</i> <i>Years 2-5:</i> • <i>Annual review of Strategic Plan by CoC Board</i> • <i>Annual report of progress produced and distributed by CoC Board</i> • <i>Annual CoC Board training</i> • <i>Launch advisory board with participation by all jurisdictions</i> • <i>Design common RFP mechanism</i> • <i>Offer TA to providers to establish new project pipeline</i>	<i>CoC Board</i> <i>County</i> <i>Cities</i>	<i>Providers</i> <i>CoC</i>
Strategy 1.2: Improve Data Collection, Measurement, and Analysis	<i>Year 1:</i> • <i>Ensure all housing & homeless programs are trained and participate in HMIS (condition funding on participation)</i> • <i>Demonstrate the utility of data collection to achieve buy-in from participating organizations to track individuals returning to homelessness, take advantage of free trainings offered to them, obtain technical assistance when necessary, etc., free licenses – goal is 100% participation</i> • <i>Engage in a robust review of the HMIS Lead, including soliciting other agencies interested in acting as the HMIS Lead</i> • <i>Evaluate opportunities to streamline/expand data entry through partnerships that have emerged from COVID-19 response efforts</i>	<i>CoC Board</i> <i>HMIS Lead Agency</i>	<i>End Users</i> <i>HMIS Lead</i> <i>Data Cmte</i> <i>Mainstream providers</i>

	<i>Years 2-5:</i> • <i>Assess data to drive community action (e.g. measure if outputs meet inputs, effectiveness of interventions) (ongoing)</i> • <i>Hire dedicated administrative staff to manage the day-to-day operations of the HMIS to improve data quality, provide support to partner organizations, and to enable real-time data collection</i> • <i>Improve ability for agencies/system to capture client exit destinations</i> • <i>Increase coordination between mainstream benefits and homeless assistance data systems to ensure identification of those eligible for SSI, CalWORKs, etc.</i>		
Strategy 1.3: Educate and Engage the Community	<i>Year 1:</i> • <i>Educate the public on the need to implement evidence-based best practices (e.g. Housing First, Coordinated Entry, prevention and diversion, trauma-informed care, low-barrier programming, and voluntary services)</i> • <i>Identify funding to support public education</i> • <i>Establish lead entity for engagement and education efforts; engage wide array of partners, including jurisdictions, to participate on Education Cmte</i> • <i>Identify costs of homelessness vs. cost savings through best practices</i> <i>Years 2-5:</i> • <i>Publicize success stories of individuals and strategies, including trauma-informed care, prevention, and cultural awareness</i> • <i>Work with the business sector to address their concerns about blight and use data to show the results of efforts that have already been undertaken</i> • <i>Initiate messaging that better explains Housing First and that highlights what has worked in San Joaquin and other similar communities</i> • <i>Undertake community education to encourage willingness for affordable development in our neighborhoods; and</i> • <i>Incorporate the voice of the consumer/client through focus groups, surveys, and listening meetings.</i>	<i>CoC Board</i> <i>Education Cmte</i> <i>City of Stockton</i> <i>San Joaquin Fair Housing</i>	<i>CBOs</i> <i>Business Community</i> <i>Youth</i> <i>Reinvent Stockton</i> <i>ACES</i> <i>HMIS Lead</i> <i>Office of Ed., School Districts, Cmty. Colleges</i>

Goal 2: Increase Access and Reduce Barriers to Homeless Crisis Response Services

Activity	Steps	Responsible Parties	Stakeholders
Strategy 2.1: Expand Low-Barrier Shelter Capacity, Hours, and Services	Invest in Expansion of Shelter Capacity Year 1: - Obtain city, County, and private investment to maintain existing capacity of programs - Identify needs and develop plan for population-specific low barrier shelters (e.g., single women) - Identify and engage private sector partners (e.g., join business community meetings) - Provide financial support to expand hours of “Night-by-Night” shelters (ideally for 24 hours) in order to provide continuity of care and increased case management support - Consider impact of COVID-19 and tailor shelter strategies as appropriate Years 2-5: - County Human and Behavioral Health are fully integrated into major shelters, providing essential wrap around services - Expand low-barrier shelter capacity, incorporating Housing First principles to existing shelters, and to any new or expanded shelters (e.g. allow partners, pets, possessions; not require sobriety or mental health counseling to enter) - Identify location, scope of services, and sustainability plan for Navigation Center - Identify and engage additional shelter providers for expansion	County Cities Shelter providers Funding Advisory Board	Business community Allied CBOs People with lived experience Law enforcement Hospitals
	Standardize Low-Barrier Shelter Policies Year 1: - Provide best practices, guidance, and consistent definition of terms to support standardization of policies throughout all shelters, in promotion of equity Years 2-5: - Provide technical assistance to higher barrier shelters and sober living environments to revise policies in alignment with low-barrier approaches	CoC Board	Shelter providers Allied CBOs

	Strengthen Housing-Focused Case Management Year 1: - Assess staffing capacity of shelters, identify needs Years 2-5: - Identify permanent funding streams to support ongoing staffing needs - Ensure that voluntary support services are accessible at all shelters through coordinated on-site case management, mobile multi-disciplinary teams, or rotating support staff	County Cities Shelter providers Funding Advisory Board	Business community Allied CBOs People with lived experience
	Strategy 2:2: Invest in Prevention Year 1: - Invest in eviction prevention rental assistance funds to pay rental arrears (back rent); - Establish an emergency eviction prevention fund that can quickly respond to needs (e.g., within 7-10 days) - Increase access to free legal services and assistance (representation greatly increases tenant victories); leverage available eviction data to inform strategies and make the case for funding - Develop toolkit to educate partners about available resources (including school districts) - Evaluate effectiveness and impact of COVID-specific strategies and funding that should be replicated or maintained longer term Years 2-5: - Establish funds to address the gap created by ESG income limitations (30% AMI) - Fund short-term rental subsidies to increase household housing stability - Advocate to the State the need for expedited access to Emergency Solutions Grant (ESG) funds, as there have been significant delays - Connect people to mainstream resources and benefits (e.g., going upstream to develop systems of support to school districts, looking at poverty, low literacy, homelessness, etc.)	County Cities Education Cmte Funding Advisory Board	CBOs Property owners Tenants CVLI Housing Authority Banks CPF Legal services Schools Business Community

	• <i>Enact rent control legislation that considers both tenants and landlords by preventing rent increases of exorbitant amounts while providing government subsidies or tax credits to help renters absorb price increases</i> • <i>Re-envision the Homeless Prevention & Rapid Rehousing (HPRP) project model to fund rental assistance up to 18 months, including security deposits, utility assistance, moving costs, and/or hotel vouchers.</i> • <i>Evaluate needs of subpopulations, including transition age youth</i>		
Strategy 2.3: Improve and Expand Outreach and Engagement	<i>Year 1:</i> • <i>Support and expand existing multi-disciplinary teams (e.g. social workers, mental and physical health providers, police) who conduct street outreach and are able to connect people to supportive services</i> • <i>Re-invest and expand existing successful pilot programs (e.g. Stockton LEAD and Lodi Community Liaison) to ensure full-time staffing to meet existing needs</i> • <i>Identify entities that should lead coordination efforts with law enforcement, behavioral health, and other entities, so that law enforcement remains a partner, but not the leader, of homeless response efforts</i> • <i>Expand or replicate behavioral health mobile teams (e.g. San Joaquin County Mobile Crisis Support Teams)</i> <i>Years 2-5:</i> • <i>Reduce barriers to hiring to increase diversity of street outreach staff, to include more people with lived experience and to better reflect the population served</i> • <i>Increase prevalence of locations (e.g. shelters, community centers) for “warm handoffs” from law enforcement/other sectors to service providers</i> • <i>Break down silos between outreach teams and case management</i> • <i>Implement trainings on best practices for teams, including trauma-informed care, critical time intervention, motivational interviewing, and use of technology</i>	<i>CoC Board</i> <i>County</i> <i>Cities</i> <i>Education Cmte</i>	<i>Outreach teams</i> <i>CBOs</i> <i>FBOs</i> <i>Police Depts</i> <i>Behavioral Health</i>

Goal 3: Ensure Households Experiencing Homelessness Have Access to Affordable and Sustainable Permanent Housing Solutions

Activity	Steps	Responsible Parties	Stakeholders
Strategy 3.1: Increase Affordable Housing Stock for Vulnerable Adults, Youth, and Families	Year 1: - Master lease, lease to own, or create agreements with existing lodging in the community (e.g. motels) to create Permanent Supportive Housing - Evaluate and modify codes and zoning laws at City and County levels that unnecessarily restrict the development of high-density affordable housing - Develop a list of vacant or underutilized properties to target for development (government or privately owned) - Establish homeless unit set-asides in affordable non-homeless projects/developments	CoC Board County Cities	Developers Municipal staff Community Foundation Funders
	Years 2-5: - Rehabilitate vacant or underutilized properties - Assess complementary agencies to support affordable housing (e.g., transit, parks, food) - Establish a predevelopment loan pool for developers to have funds to complete due diligence on proposed projects (Housing Trust Fund) - Develop Affordable Housing Strategic Plans for all jurisdictions - Promote the development of social housing (mixed-income projects available to anyone) funded by new real-estate document recording fees, a tax increase on high-dollar real estate transactions, or through income-based rent - Advocate for inclusionary zoning policy requiring at least 20% of units to be affordable in new developments - Support and encourage creative housing production solutions (e.g., modular, manufactured) - Advocate for expedited affordable housing projects		

	• Advocate for permitting fees for Extremely Low-Income (ELI) housing construction • Ensure incoming state funding supports the development or rehabilitation of permanent housing for homeless households • Increase case management services to ensure special subpopulations stay housed		
Strategy 3.2: Invest in Landlord Engagement, Navigation, and Incentives	Year 1: • Create flexible funding to incentivize private landlords to house program participants in market rate units (e.g. signing bonuses, ongoing funds to hold units, double deposits) • Advocate for investment in Landlord Navigator and Housing Locator positions who can identify prospective partners, ensure landlord questions are answered promptly, and prepare program participants to succeed in housing Years 2-5: • Secure local funds for prevention and incentives • Engage a long-term contracted service provider to staff housing navigation support • Share Stockton's off-the-shelf ADU plans with fellow cities • Negotiate with property owners, rather than property management companies, to help overcome the high move-in costs that property managers are requiring • Educate landlords about laws against discriminating against applicants based on source of income • Incentivize absent landlords to sell or develop properties • Offer mediation services for landlord-tenant conflicts • Provide assistance for clients in need of credit repair • Engage homeowners who have spare rooms or ADUs on site to become landlords	CoC Board County Cities Funding Advisory Board	CBOs Developers Property owners

Strategy 3.3: Expand Case Management, Employment, and Supportive Services	• <i>Design and implement a county-wide messaging and engagement strategy (e.g. refined program literature, community orientations and appreciation events, print/social media campaigns)</i> • <i>Examine the discretion held by the Office of the District Attorney and the courts regarding the clearance of criminal convictions and unpaid fines for people that are homeless in order to remove landlord concerns regarding criminal and credit history</i>		
	Year 1: • <i>Engage the business community to create internship, apprenticeship, employment, and grant opportunities</i> • <i>Educate providers about benefits of “Housing First” model (low-barrier, client-centered, voluntary)</i> • <i>Host “conference” to expand education about housing-focused case management services to broader audience</i> Years 2-5: • <i>Evaluate population-specific case management needs</i> • <i>New shelter, rapid rehousing, and permanent supportive housing projects/initiatives must include funding for supportive services (or at minimum, partnership agreements with service providers or the County)</i> • <i>Maximize and institutionalize local match to secure highest amount of state and federal funding to support service needs</i> • <i>Set aside a portion of any supportive services funds for “aftercare” (services after financial support ends)</i> • <i>Negotiate and/or lobby for case management to become reimbursable under Medi-Cal</i> • <i>Case Management should be “housing-focused” (housing stability drives all participant goals and plans)</i>	CoC Board Funding Advisory Board	CBOs Worknet CalWorks Business Community and Assns. Chambers of Commerce County Cities Office of Ed.

NON-CONGREGATE APPROACHES FOR COVID-19 RESPONSE

NON-CONGREGATE APPROACHES TO SHELTERING FOR COVID-19 HOMELESS RESPONSE

Continuums of Care considering non-congregate approaches to sheltering people who are homeless that are symptomatic or in high risk categories, such as seniors or people with chronic illness, should consider the following guidance when designing local approaches. Coordination with public health partners is essential in design, resource investment and staffing considerations.

PLACEMENT: Comprehensive screening and triage in place to refer to site and prioritize placement

	Best Practice Approach: Private Individual Rooms	Better Approach: Individual Rooms/Semi-Private Spaces	Good Approach: Shared Spaces
Target Population	- Individuals who are symptomatic after screening at shelter has been implemented - Individuals who are pending testing or are close contacts of confirmed cases - Individuals who are high riskⁱ with or without symptoms - Individuals who are confirmed to be COVID-19 positive who do not need to be hospitalized	- Individuals who are symptomatic after screening at shelter has been implemented - Individuals who are confirmed to be COVID-19 positive who do not need to be hospitalized as long as all individuals in the space are COVID-19 positive	- Individuals who are confirmed to be COVID-19 positive who do not need to be hospitalized as long as all individuals in the space are COVID-19 positive - Individuals who are asymptomatic after screening at shelter has been implemented as long as all individuals in the space are asymptomatic.
Set-up	- Individual bedroom (walls on all sides and a door) - Individual bathroom - Individual HCV - Personal cleaning supplies for an ill person's room and bathroom	- Individual bedroom (walls on all sides and a door) - If no existing walls, makeshift walls that are floor to ceiling should be created to create 6ft separation - Limited shared bathroom with cleaning regiment - Bathroom should be cleaned and disinfected after each use by an ill person - Dedicate an entrance(s) or passageway(s) for infectious individuals when feasible.	- Shared bedroom spaces with 6ft separation - Makeshift walls that are floor to ceiling (if feasible) should be created - Arrange all sleeping areas (including beds/cots) so that individuals are separated by putting a minimum of 6 feet between individual sleeping surfaces to prevent the spread of infections. - Shared bathroom - Bathroom should be cleaned and disinfected after each use by an ill person - Dedicate an entrance(s) or passageway(s) for infectious individuals when feasible.
Staffing	- Onsite healthcare - Transportation plan for closest hospital transport - Staff shifts and crew configuration - Cleaning schedules - PPE available for staff - Non-Congregate site management staff - Case management staff - Security	- Identifying dedicated staff to care for COVID-19 patients. - Telehealth options - PPE available for staff - Non-Congregate site management staff - Security	- Identifying dedicated staff to care for COVID-19 patients. - Telehealth options - PPE available for staff - Non-Congregate site management staff - Security

ⁱ Center for Disease Control: Corona Virus 2019 (COVID 19) *Are you at higher risk for severe illness?*
<https://www.cdc.gov/coronavirus/2019-ncov/specific-groups/high-risk-complications.html>

This resource is prepared by technical assistance providers and intended only to provide guidance. The contents of this document, except when based on statutory or regulatory authority or law, do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

HOMELESSNESS STRATEGIC PLAN — SUMMARY

GOAL 1

Increase Housing Options in the City of Tracy

1. SHORT-TERM: Identify immediate temporary “Emergency Housing” options & integrate crisis support services.
2. MID-TERM: Identify “Transitional Housing” options & integrate wrap-around support services with Navigation Center.
3. LONG-TERM: Increase affordable housing stock & assist in securing “Permanent Housing” with continued support services from Case Managers.
4. CONTINUOUS: Proactively pursue local, state, and federal funding to support housing options and support services.
5. Create property-owner economic initiative to increase the number of private housing options to support housing for people transitioning out of homelessness.

GOAL 2

Increase Access to Coordinated Support Services for People Experiencing Homelessness

1. Create a centralized location to serve as a “Navigation Center” where people experiencing homelessness can gain access to appropriate services and resources based on their immediate needs.
2. Secure access to addiction, mental health, family reunification, job training, & other appropriate support services at the Navigation Center.
3. Enhance coordination between local service providers and county agencies.
4. Evaluate effectiveness of current spending and consider reallocating resources, while continuing to pursue other funding options.

GOAL 3

Develop Action Plans for Engaging with People Experiencing Homelessness

1. Establish “Law Enforcement Protocol” for initiating contact with people experiencing homelessness that complies with the recent *Martin v. Boise* decision.
2. Establish “Crisis Response Protocol” for local service providers to render rapid crisis support — including after-hour services for people experiencing or at-risk of homelessness.
3. Partner with county agencies (including the D.A.’s Office & County Jail) to evaluate opportunities for diversion programs or other alternatives to incarceration for people experiencing homelessness — including a warm “hand off” to service providers to render immediate crisis support services or emergency housing.

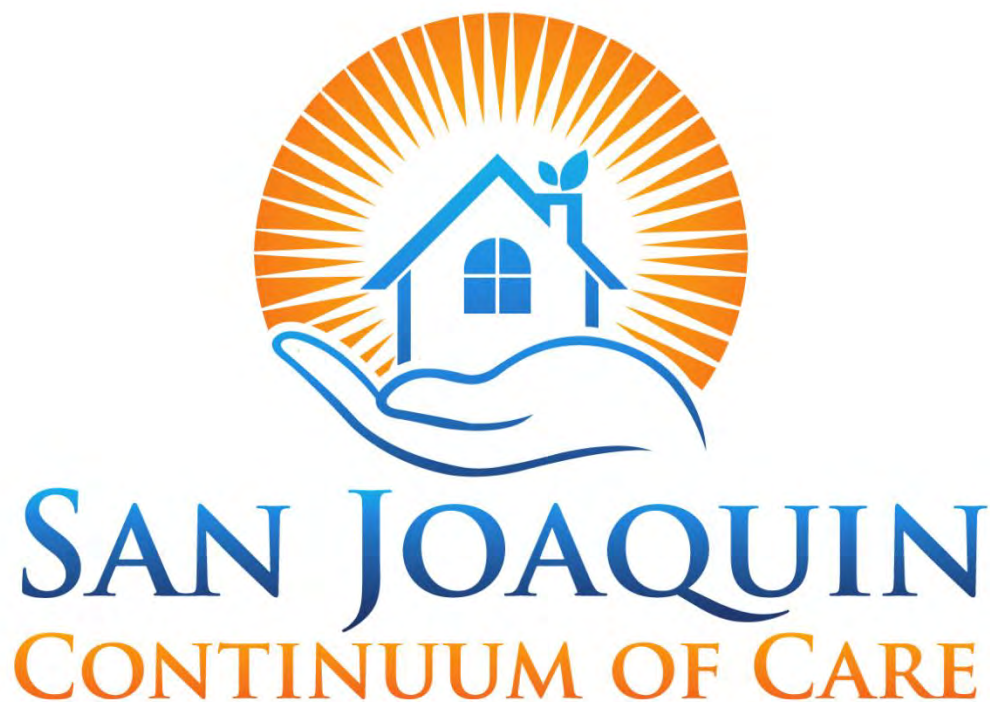
GOAL 4

Enact Specific Strategies for Vulnerable Subpopulations Experiencing Homelessness

1. Identify people experiencing or at-risk of homelessness in vulnerable subpopulations within the City of Tracy — including, but not limited to, veterans, youth, the LGBT community, victims of crime, and people with behavioral health needs.
2. Ensure access to “Case Managers” for the vulnerable subpopulations who will educate and provide connections to appropriate support services and housing options.
3. Identify and apply for funding opportunities to secure resources that are specifically available to support people from the vulnerable subpopulations.
4. Develop a targeted initiative program to prevent “new” at-risk individuals from becoming homeless.

San Joaquin Continuum of Care
Report on the
Point in Time Count of the Sheltered and Unsheltered
Homeless

April 22, 2019



Prepared by

Adam Cheshire, Program Administrator – Homeless Initiatives, San Joaquin County
Bill Mendelson, Executive Director, Central Valley Low Income Housing Corporation

Special Thanks

Jon Mendelson, Executive Director, Ready to Work

Table of Contents

Introduction.....	1
Point in Time Count of the Sheltered Homeless.....	2
Point in Time Count of the Unsheltered Homeless.....	5
Appendix A: Demographics Data – Sheltered and Unsheltered.....	11
Appendix B: Infographics – Unsheltered.....	18
Appendix C: Contributing Organizations.....	21
Appendix D: Unsheltered Survey and Observation Tool.....	25



Introduction

The SJCoC found **2,629** homeless individuals living in San Joaquin County: **1,071 sheltered** and **1,558 unsheltered**. Please see the appendices at the end of this report for comprehensive data regarding the results of the 2019 Point in Time Count of the Sheltered and Unsheltered Homeless.

In response to regulatory requirements for communities receiving a variety of funds from the federal Department of Housing and Urban Development (HUD) to address homelessness, the San Joaquin Continuum of Care (SJCoC) conducted a Point-in-Time Count of both sheltered and unsheltered homeless persons during the last week of January 2019. The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act, adopted by Congress in 2012 to amend the McKinney-Vento Act, requires all CoC-funded projects and all projects funded in whole or in part by Emergency Solutions Grant funds (except for projects whose clientele are solely domestic violence victims) to enter data into a local Homeless Management Information System (HMIS). All such projects within the San Joaquin Continuum of Care enter data regarding those served into the locally administered HMIS, which is primarily how the sheltered count is obtained. Additionally, projects which do not receive these funds and therefore do not participate in the HMIS were asked to contribute point in time count data to this report. The unsheltered count is obtained by engaging volunteers to collect point in time data throughout San Joaquin County through surveys, observations and supportive service events.

The Board of Directors and Membership of the San Joaquin Continuum of Care would like to thank everyone who participated in the 2019 Point in Time Count of the Sheltered and Unsheltered Homeless, without whom this report would not have been possible.



Point in Time Count of the Sheltered Homeless

The “sheltered homeless” population should be understood as “homeless people who have emergency or temporary shelter”: sheltered homeless persons do not have permanent housing, and are considered homeless. Sheltered homeless include those persons living in an emergency shelter or persons assisted by a project deemed to provide transitional housing for homeless persons. The definition of “sheltered homeless” also includes those persons being housed in motels or similar locations through a voucher provided by either a community-based organization or a unit of local government. Under the definitions mandated by HUD, **homelessness does not include persons** moving frequently from one location to another (“couch-surfing”), those who are incarcerated or are in an institutional setting even if homeless upon entry, transient farm workers, persons housed with rental assistance such as Housing Choice Vouchers, or those persons whose housing is provided through San Joaquin County’s General Assistance program.

Data for the 2019 Point in Time Count of the Sheltered Homeless was drawn primarily from the HMIS; in those instances where a provider was not required to enter data in HMIS and was not doing so voluntarily, information for the Sheltered Point in Time Count was gathered through a series of questions regarding the number of households and individuals being served on the day of the count. All identified emergency shelter and transitional housing providers within the CoC contributed the required information for the 2019 Point-in-Time Count through the HMIS.

Analysis: Comparing counts from year to year

Comparing the count from year to year, and drawing conclusions from those numbers, is difficult without understanding the different circumstances surrounding each year’s count — without this context, “apples to apples” comparisons cannot be made. The number and nature of beds available as either emergency shelter or transitional housing changes based on factors such as funding availability and operational changes at the agency level, making year-over-year comparisons difficult without understanding the nature of those changes. For example, agencies with multiple programs often switch how beds are used based on demand; beds at some facilities may not be available during a point-in-time count due to renovations or repairs; the number of beds available may also vary depending on the number of hotel-stay vouchers being issued; bed numbers also change depending on a facility’s capacity to accommodate an overflow of residents.

The sheltered homeless count is primarily drawn from the SJCoC Homeless Management Information System (HMIS). The numbers of people and beds shown below in this report cover all identified programs that provide emergency shelter or transitional housing. While they are included in the count, facilities that only serve victims of domestic violence are prohibited by law from entering data in the HMIS, and reports generated by HMIS do not include that specific population. There are three facilities serving victims of domestic violence with a total capacity of 69 beds. All other emergency shelter programs enter data in HMIS. Approximately 82% of all transitional housing beds report through HMIS; there is one program (66 beds) that does not provide information through HMIS.

As shown below, the number of sheltered homeless in San Joaquin County has fluctuated significantly since 2015. The changes are due in large measure to variations in availability of space described above, along with variations in the availability of prevention assistance.

While some elements of the sheltered population, such as the number of unaccompanied individuals in emergency shelters, has remained relatively stable, the number of households with children in the count has changed substantially during the past three years. In that time period, the number of household with children in transitional housing was dramatically reduced as resources were re-allocated based on changes in federal priorities. Even with the reduction in numbers between 2018 and 2019 (due in large measure to renovations in existing facilities at the time of the count), households with children in emergency shelter situations account for 43% of the entire sheltered population. While this can be attributed in part to changes in policy (for example, housing vouchers issued by San Joaquin County Human Services Agency were changed from once in a lifetime to once every twelve months), the overall increase in homeless households with children during the past three year should be a major concern.

Data: Results from the sheltered homeless count

Below are findings from the 2019 PIT in comparison to the sheltered homeless counts in the previous three years. Charts showing the PIT for sheltered persons in 2019 are presented in the appendices, which includes data from all reporting entities. The basic demographics presented in the appendices are also for the entire sheltered population.

Based on the information collected as part of the PIT, there were a total of 1,295 emergency shelter and transitional beds available at the time of data collection (942 emergency, 353 transitional). The total number of beds is a reduction of 61 emergency shelter beds available and an increase of 26 transitional beds from the previous year).

Total sheltered count

- 2019: 1,071 (4.2% decrease in sheltered population)
- 2018: 1,118 (13.5% increase in sheltered population)
- 2017: 985 (21% decrease in sheltered population)
- 2016: 1,245 (16% increase in sheltered population)
- 2015: 1,173

Households with children in emergency shelters

- 2019: 126 households/458 persons (13% decrease in number of people)
- 2018: 155 households/532 persons (22.5% increase in number of people)
- 2017: 129 households/434 persons (52% increase in numbers of people)
- 2016: 83 households/285 persons (2.5% increase in numbers of people)
- 2015: 81 households/278 persons

Households with only persons under 18 in emergency shelters

- 2019: 4 households/4 persons
- 2018: 3 households/3 persons
- 2017: 6 households/6 persons
- 2016: 4 households/4 persons
- 2015: 7 households/8 persons

Households with no children in emergency shelters

- 2019: 403 households/404 persons (3% increase in numbers of people)
- 2018: 392 households/392 persons (7.7% increase in numbers of people)
- 2017: 364 households/364 persons (15% increase in numbers of people)
- 2016: 317 households/320 persons (6.4% decrease in numbers of people)
- 2015: 342 households/342 persons

Households with children in transitional housing

- 2019: 20 households/57 persons
- 2018: 27 households/81 persons
- 2017: 32 households/83 persons (*83% decrease due to change from transitional beds to rapid re-housing beds*)
- 2016: 144 households/500 persons
- 2015: 129 households/425 persons

Households with only persons under 18 in transitional housing

None

Households with only adults in transitional housing

- 2019: 156 households/171 persons
- 2018: 105 households/110 persons
- 2017: 90 households/98 persons
- 2016: 130 households/136 persons
- 2015: 120 households/120 persons

Homeless Veterans

- 2019: 82 (7.6% of total sheltered, 36 in emergency shelters, 46 in transitional housing)
- 2018: 64 (5.7% of total sheltered, 31 in emergency shelters, 33 in transitional housing)
- 2017: 80 (8.1% of total sheltered, 44 in emergency shelters, 36 in transitional housing)
- 2016: 77 (6.1% of total sheltered, 36 in emergency shelter, 41 in transitional housing)
- 2015: 83 (7% of total sheltered population, 42 in emergency shelter, 41 in transitional housing)

Chronically homeless (NOTE: the designation of "chronically homeless" is based on client response at program intake)

- 2019: 145 sheltered (13.5% of sheltered population)
- 2018: 138 sheltered (12.3% of sheltered population)
- 2017: 130 sheltered (13% of sheltered population)
- 2016: 37 sheltered (3% of sheltered population)
- 2015: 83 sheltered (7% of sheltered population)

Point in Time Count of the Unsheltered Homeless

Executive Summary: A More Accurate Count Through Community Involvement

During the last ten days of January 2019, through a massive volunteer effort including 401 people representing 91 separate organizations, **the San Joaquin Continuum of Care counted 1,558 unsheltered homeless individuals living within the geographic region of San Joaquin County.** Of those, 59% were in Stockton, 14% in Manteca, 10% in Tracy, 9% in Lodi, with the rest scattered around Lathrop, Ripon and Escalon. 100 individuals were found living in the unincorporated parts of San Joaquin County. Data was collected by volunteers surveying or making observations about the unsheltered homeless throughout San Joaquin County. As much as possible, steps were taken to control for data quality issues resulting from human error during data collection. All data is self-reported by the individuals being surveyed.

<u>Totals of unsheltered homeless for each city</u>	
• Stockton:	921
• Manteca:	218
• Tracy:	155
• Lodi:	139
• Lathrop:	14
• Ripon:	7
• Escalon:	4
• Unincorporated County:	100

Other key findings:

- 65% of those counted were male, with 35% female.
- 69% were of Caucasian descent, 20% of African descent, 2% of Asian descent, with 4% identifying as multi-racial and 5% identifying as “Other”.
- 28% were of Hispanic/Latino descent
- 39% identified as “chronically homeless”.
- 87% reported being continuously homeless in San Joaquin County for longer than three months, with 72% reporting one year or more.
- 37% reported having regular income, with all qualifying as “extremely low income”.
- 59% reported a problem with substance abuse.
- 34% reported a mental health issue.
- 30% had a pet.
- 3% were between the ages of 18 and 24.
- 25% were over age 55.

- 5% identified as military veterans.
- 6 children under age 18 were identified, 1 under age 5, from two households surveyed around French Camp.

The last time the San Joaquin Continuum of Care conducted a Point in Time Count of the Unsheltered Homeless was in January of 2017. At that time, 567 unsheltered homeless individuals were counted, utilizing approximately 35 volunteers. While it is widely believed that unsheltered homelessness has trended upward in San Joaquin County over the past two years, the 170% increase in total counted over that period can only reasonably be explained by one thing: an **over 1,000% increase in the number of community members** willing and able to volunteer to count the homeless.

Although achieving a 100% accurate count of the unsheltered homeless would be virtually impossible in a geographic region the size of San Joaquin County, the results of 2019 were, by all accounts from the people who work with the unsheltered homeless on a regular basis and who participated in this year's Count, an accurate reflection of the actual number of unsheltered homeless individuals typically living in each community. **The San Joaquin Continuum of Care would like to acknowledge and thank everyone** who participated in the 2019 Point in Time Count of the Unsheltered Homeless, without whom it would have been impossible to achieve this level of accuracy.

Totals from previous Point in Time Counts of the Unsheltered Homeless	
• 2017:	567
• 2015:	515
• 2013:	263
• 2011:	247
• 2009:	165
• 2007:	271
• 2005:	511
(NOTE: the 2005 figure included migrant farm workers which was not a part of later counts)	

Although we have a manifestly improved picture of unsheltered homelessness in San Joaquin County following the 2019 Point in Time Count, the data indicates that this picture has changed little in the last two years: much of the unsheltered homeless living in San Joaquin County remain mired in long-term homelessness and face significant individual barriers to obtaining stable housing, including lack of income, lack of recent housing and employment history, criminal history, profound physical and mental health challenges, and struggles with substance abuse.

Meanwhile, local programs and services are overwhelmed with demand, creating systemic barriers to entering stable housing that must be addressed in order to reduce rates of homelessness in the County. According to data from the Homeless Management Information System, emergency shelters

consistently operate above capacity. A lack of public support for the placement of new permanent supportive housing and emergency shelter beds restricts the ability of non-profit housing developers to expand capacity for those essential solutions. The high demand and low availability of rental housing continues to drive up prices exponentially, creating significant market pressures for citizens at all income levels. Rental assistance programs which rely on agreement from local landlords to lease to qualified homeless individuals remain underutilized as listing after listing says “No Section 8”. Individuals exiting incarceration find they have little or no housing options upon release, contributing to higher rates of recidivism within the criminal justice system. Progress made by mental health services staff to stabilize individuals in crisis is frustrated by a lack of housing options for these vulnerable groups, resulting in significant recidivism within that system. Emergency departments in local hospitals throughout San Joaquin County are frequently inundated by homeless patients and lack reasonable options to discharge these patients to safe housing, creating critical capacity issues for already limited health services.

While these essential programs and services are clearly overwhelmed by demand, it is impossible to imagine a local response to homelessness without them. This suggests that **a successful approach to reducing rates of homelessness in San Joaquin County** should:

- Expand emergency shelter capacity through the construction of new low-barrier shelter facilities, particularly in Manteca and Tracy which are the Cities with the second and third highest rates of unsheltered homelessness in San Joaquin County, respectively.
- Expand permanent housing capacity for those with no or extremely low income, and create direct pathways from emergency shelters to alleviate the “bottleneck” within those programs.
- Develop housing with robust support services targeting specific populations experiencing homelessness, such as those with severe physical or mental health issues and substance use disorders.
- Prioritize the development of market-rate rental housing to meet the current demand in San Joaquin County.
- Encourage collaboration between local governments and the San Joaquin Continuum of Care to focus entitlement dollars and other discretionary resources on projects which meet key strategic priorities to reduce rates of homelessness throughout San Joaquin County.
- Develop new project-based housing, and incentivize local landlords to accept housing vouchers, to fully utilize existing rental assistance programs and create capacity for future expansion.

Methodology: What Worked and What We Learned

In 2017 the San Joaquin Continuum of Care employed a census approach through connection events with some limited outreach using approximately 35 volunteers which counted 567 unsheltered homeless individuals. In 2019 a similar but significantly altered approach was employed. With the goal being to achieve the most accurate count of the unsheltered homeless as would have been reasonably possible, the decision was made early on to engage enough volunteers to send out to where the unsheltered homeless live, emphasizing the outreach method over connection events. The reasoning behind this decision was straightforward: in order to count the unsheltered homeless, a much higher level of success can be achieved by going to *them* rather than asking them to come to *us*. Following these discussions it became clear that only through a significant increase in volunteer engagement could an accurate count of the unsheltered homeless be achieved in a geographic region of the size and

complexity of San Joaquin County. Employing a combination of street outreach and connection events would achieve the best possible results, with an emphasis on outreach.

Between April and December 2018, San Joaquin County Program Administrator for Homeless Initiatives Adam Cheshire and Ready to Work Executive Director Jon Mendelson met with and presented to dozens of groups, asking for help with the Count. The positive response was overwhelming, resulting in a staggering **401 volunteers representing 91 distinct organizations**.

In addition to the Stockton Count event which was directly organized by Jon Mendelson and Adam Cheshire and based out of **St. John the Evangelist Episcopal Church**, staff and volunteers led by **Salvation Army Hope Harbor**, the **Manteca Police Department**, and **Tracy Community Connections Center** organized connection events in their respective cities, which was a key component of the Count's success. For the first time, every law enforcement agency in the County participated, including the **Police Departments of all seven incorporated cities, the San Joaquin County Sheriff's Office, San Joaquin County District Attorney's Office, and San Joaquin County Probation**. **All seven members of the Stockton City Council participated, including Mayor Michael Tubbs**. In addition to the Council, numerous **City of Stockton staff led by City Manager Kurt Wilson** volunteered to count. The Housing Authority of the County of San Joaquin provided staff and resources to assist with managing the 187 volunteers participating in the Stockton event.

Broad support was provided by multiple agencies of San Joaquin County, including the development and implementation by **San Joaquin County Information Services Division** of a Geographic Information System Map identifying locations of known homeless encampments around San Joaquin County, using information provided by groups that encounter these encampments on a regular basis such as street outreach teams, fire departments, public works departments and police departments. During the Count, volunteers used the map to travel from a central meeting place directly to where the unsheltered homeless typically congregate, visiting locations of known homeless encampments within eight separate regions around the County. In addition to the map, an online survey was developed by Information Services Division allowing volunteers to submit Point in Time Count surveys via a smart device for the first time.

A new survey was developed with assistance from **San Joaquin Data Co-Op Executive Director Campbell Bulloch and staff**, combining questions essential to collect the data required by HUD with questions of a more local focus, to help the Continuum of Care and the public better understand regional factors contributing to unsheltered homelessness. In addition to survey data, observation data was collected in order to ensure that the homeless who were unwilling or unable to interact with volunteers would also be counted. Although this observation data is inherently limited compared to data which is gathered through conversation with the homeless, it should be noted that a comparison of the survey data and the data collected from observations is a very close match in the data categories of gender, age, race, and ethnicity. Given that more people were interviewed than observed, it is reasonable to conclude that the same percentages shown in the survey data are reflective of the entire unsheltered population, including in self-reported categories such as length of time homeless, mental health, and substance abuse.

Previous to 2019, Point in Time Counts focused exclusively on the four largest Cities in San Joaquin County, leaving a small but significant gap in data regarding unsheltered homelessness outside of those communities. Special effort was taken to ensure that the homeless living in the unincorporated areas of

San Joaquin County were counted, accomplished mainly through the help of **San Joaquin County Sheriff's Office**. Also for the first time, unsheltered homeless individuals were counted in the **Cities of Lathrop, Ripon and Escalon**, primarily through volunteer efforts from those respective police departments. Because of the logistical difficulties in engaging large groups of volunteers outside of the County's main population centers, it is unlikely that an accurate count of the unsheltered homeless in the smaller communities would have been possible without the help of local law enforcement personnel. **The San Joaquin Continuum of Care would like to acknowledge and thank the agencies which volunteered their precious staff time and resources to assist with this crucial effort, and without the expectation of reimbursement for these services.**

Donations of "incentive" items to be given to the homeless to encourage their participation, mainly acquired through a volunteer marketing effort organized by **Timm Quinn and staff at the Greater Stockton Chamber of Commerce**, were inventoried and stored by **Chris Becerra and staff at San Joaquin County Community Development Department** as well as the organizers of connection events in Lodi, Manteca and Tracy. Concurrent with the Stockton event, **Central Valley Low Income Housing Corporation** Executive Director Bill Mendelson and staff organized a connection event at **St. Mary's Dining Room** which included a service provided by the **Department of Motor Vehicles** to give free IDs to the homeless (a service the DMV also graciously provided during the Manteca connection event). Central Valley Housing also purchased at its own expense clipboards and pens for the Count.

A concerted effort was also made by each connection-event organizer to count homeless youth (aged 18-24), which can often be a struggle. In Stockton, Jon Mendelson and Adam Cheshire reached out to CEO Krista Fiser and the staff at **Women's Center – Youth and Family Services** for help. Using experience and information gathered from their ongoing efforts to engage homeless youth through street outreach, Women's Center staff were able to count a significant portion of the unsheltered youth.

Although the results of the Unsheltered Count were improved over past efforts, some lessons learned should be considered for the next Point in Time Unsheltered Count effort. Due to a transition happening within the San Joaquin Continuum of Care in 2018, the County-wide planning and organization for the effort was handled primarily by just two individuals representing the San Joaquin Continuum of Care, who were in large part devoted to organizing the Stockton effort. The willingness, resourcefulness, dedication and enthusiasm of the local organizers of connection events in Lodi, Manteca and Tracy were invaluable to filling the gaps and accomplishing the goals of the Count, and cannot be overstated. Now that the transition has essentially completed, the Continuum should have greater resources to devote to the next Count to support local organizers. Just four days prior to the Stockton Count, Stockton Police engaged in several encampment clean-ups around the City, which resulted in reports from Count volunteers of arriving in areas known to have high concentrations of unsheltered homeless only to find no one to count. Acknowledging the clear need for local jurisdictions to engage in clean-up efforts as a matter of public health and safety, those efforts are counter-productive to an accurate count of the unsheltered homeless and should be suspended if at all possible in the days leading up to the count. The massive increase in the number of volunteers, particularly in Stockton where 187 individuals arrived at 6am at St. John's Church, presented significant logistical challenges to ensure that volunteer time was not wasted. While this did not detract from achieving the desired result of a more accurate count, these challenges could have been better addressed by engaging a greater number of staff to coordinate volunteers on the day of the Count. Another method for simplifying the process of volunteer engagement would be to devote more resources to creating team

assignments prior to the Count event. While there was some effort to accomplish this for the Count and connection events, it can be challenging on this scale using a volunteer-only group.

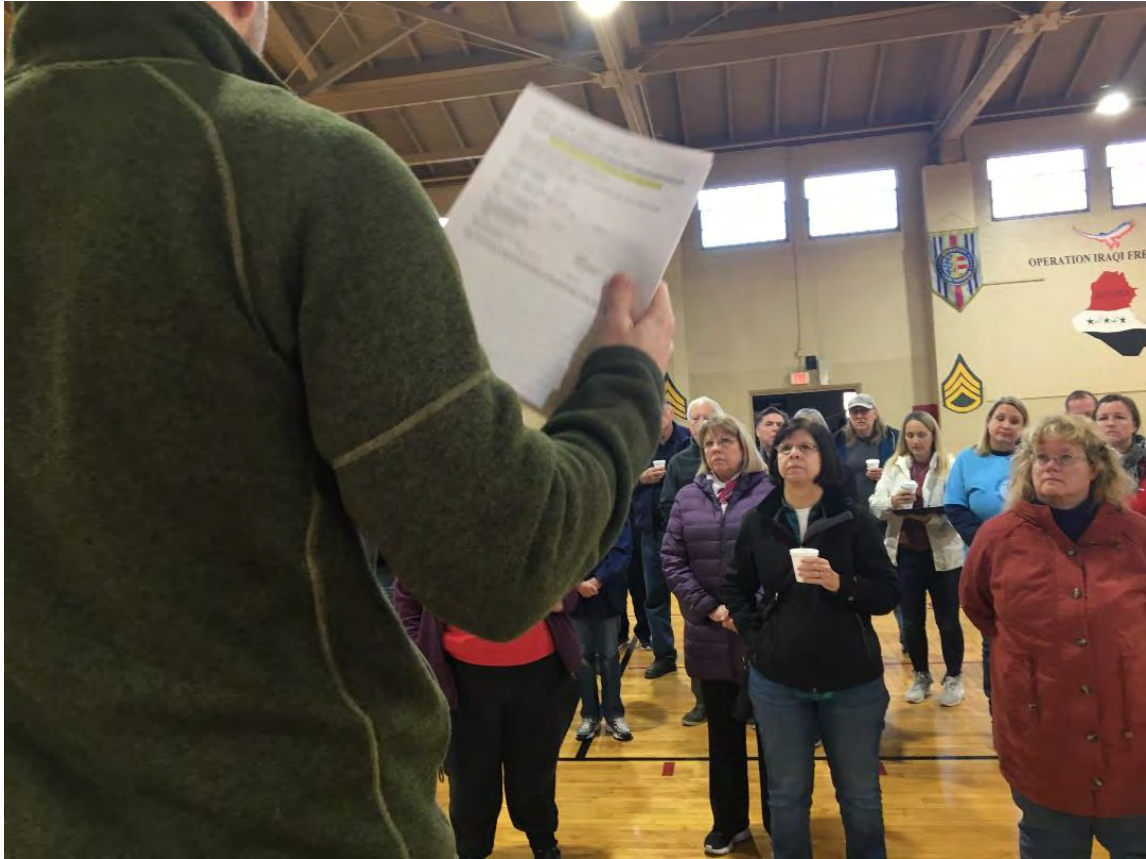
Analysis and Conclusions: A Regional Picture of Unsheltered Homelessness

The numbers of people living unsheltered throughout San Joaquin County illustrates the integral importance of regional solutions. While programs that include robust wraparound services are essential to addressing the individualized nature of homelessness, there are systemic issues contributing to unsheltered homelessness which will require a much greater level of community investment to solve. Cooperation between local governments, private business and non-profit organizations will be essential to finding long-lasting solutions to what is perhaps the most complex and intractable problem of our generation. In particular, the persistent lack of adequate affordable housing across San Joaquin County will continue to frustrate visible reductions in the region's highest-needs unsheltered homeless groups and contribute to multiple quality of life issues for our citizens unless local communities begin working together across jurisdictions and at the highest levels of leadership to alleviate the significant political and economic barriers to housing solutions that have resulted in the current crisis.

One striking conclusion from the data collected for the 2019 Point in Time Count of the Unsheltered Homeless is the need for the expansion of emergency shelter, in particular in communities which currently have no such facilities. Although Stockton has by far the most unsheltered homeless living in and around the City, as expected considering the large total population and extraordinary economic challenges it has faced over the last decade or more, Manteca and Tracy have the second and third highest totals of unsheltered homeless, respectively. Of the four large cities of San Joaquin County, Lodi has the lowest rate of homelessness by population and also the only emergency shelter outside of Stockton which accepts singles, further illuminating the need for low-barrier emergency shelter in communities with more than a nominal issue with homelessness. While regional approaches to solving entrenched systemic problems of housing, employment and services delivery will require participation from every jurisdiction, those approaches must by necessity start with local solutions such as the development of emergency shelters and the creation of new units of permanent housing for extremely low income groups living within those communities.

The problem of unsheltered homelessness in San Joaquin County contributes to issues of blight, public health and safety, and strains local economies. Efforts to "clean up" homeless encampments, while an important component of a broader solution, will not result in a reduction in rates of unsheltered homelessness without a significant expansion of housing options at all levels, from emergency shelter to permanent supportive housing to market-rate multi-family housing. Solving homelessness for this relatively small but extremely high-needs group will require systemic solutions designed to relieve the pressures of extreme poverty and barriers to housing, creating space for each individual to address the issues within their own lives that create barriers to sustaining independent ongoing permanent housing.

The overwhelming response from the dozens and dozens of organizations contributing hundreds of volunteers to the 2019 Point in Time Count of the Unsheltered Homeless was unprecedented in the history of this effort. For San Joaquin County, the immense challenges associated with reducing homelessness during this housing crisis will require unprecedented cooperation. The support local communities provided to the San Joaquin Continuum of Care in accomplishing this critical component of understanding unsheltered homelessness in our region sets the example for how we will work together to solve an issue which is amongst the most complex and multi-faceted that we face today.



Appendix A: Demographic Data

Persons in Households with at least one Adult and one Child

	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Total Number of Households	126	20	2	148
Total Number of persons (Adults & Children)	458	57	10	525
Number of Persons (under age 18)	295	35	6	336
Number of Persons (18 - 24)	30	4	0	34
Number of Persons (over age 24)	133	18	4	155

Gender (adults and children)	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Female	285	40	6	331
Male	172	17	4	193
Transgender	1	0	0	1

Ethnicity (adults and children)	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Non-Hispanic/Non-Latino	287	46	6	339
Hispanic/Latino	171	11	4	186

Race (adults and children)	Sheltered		Unsheltered	Total
	Emergency	Transitional		
White	204	34	5	243
Black or African-American	190	12	0	202

Asian	4	0
American Indian or Alaska Native	5	0
Native Hawaiian or Other Pacific Islander	12	3
Multiple Races	43	8

0	4
0	5
5	20
0	51

Persons in Households with only Children

	Sheltered	
	Emergency	Transitional
Total Number of Households	4	0
Total Number of children (under age 18)	4	0

Unsheltered	Total
0	4
0	4

Gender (adults and children)	Sheltered	
	Emergency	Transitional
Female	2	0
Male	2	0
Transgender	0	0

Unsheltered	Total
0	2
0	2
0	0

Ethnicity (adults and children)	Sheltered	
	Emergency	Transitional
Non-Hispanic/Non-Latino	2	0
Hispanic/Latino	2	0

Unsheltered	Total
0	2
0	2

Race (adults and children)	Sheltered	
	Emergency	Transitional
White	2	0
Black or African-American	2	0

Unsheltered	Total
0	2
0	2

Asian	0	0
American Indian or Alaska Native	0	0
Native Hawaiian or Other Pacific Islander	0	0
Multiple Races	0	0

0	0
0	0
0	0
0	0

Persons in Households without Children

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total Number of Households	380	156	0	1532	2043
Total Number of persons (Adults)	381	171	0	1548	2075
Number of Persons (18 - 24)	18	8	0	88	114
Number of Persons (over age 24)	363	163	0	1460	1961

Gender (adults and children)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Female	90	39	0	506	628
Male	290	131	0	1042	1445
Transgender	1	1	0	0	2

Ethnicity (adults and children)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Non-Hispanic/Non-Latino	272	109	0	1098	1461
Hispanic/Latino	109	62	0	450	614

Race (adults and children)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
White	237	129	0	1104	1447
Black or African-American	108	33	0	321	460
Asian	21	3	0	34	58
American Indian or Alaska Native	4	1	0	18	23
Native Hawaiian or Other Pacific Islander	5	2	0	18	25
Multiple Races	6	3	0	53	62

Veteran Data

Persons in Households with at least one Adult and one Child

	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Total Number of Households	2	0	0	2
Total Number of Persons	8	0	0	8
Total Number of Veterans	2	0	0	2

Gender (veterans only)	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Female	1	0	0	1
Male	1	0	0	1
Transgender	0	0	0	0

Ethnicity (veterans only)	Sheltered	
	Emergency	Transitional
Non-Hispanic/Non-Latino	1	0
Hispanic/Latino	1	0

Unsheltered	Total
0	1
0	1

Race (veterans only)	Sheltered	
	Emergency	Transitional
White	2	0
Black or African-American	0	0
Asian	0	0
American Indian or Alaska Native	0	0
Native Hawaiian or Other Pacific Islander	0	0
Multiple Races	0	0

Unsheltered	Total
0	2
0	0
0	0
0	0
0	0
0	0

Persons in Households without Children

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total Number of Households	34	46	0	71	151
Total Number of Persons	34	46	0	71	151
Total Number of Veterans	34	46	0	71	151

Gender (veterans only)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Female	2	0	0	10	12
Male	32	45	0	61	138
Transgender	0	1	0	0	1

Ethnicity (veterans only)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Non-Hispanic/Non-Latino	30	38	0	59	127
Hispanic/Latino	4	8	0	12	24

Race (veterans only)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
White	16	29	0	46	91
Black or African-American	17	13	0	18	43
Asian	1	1	0	4	6
American Indian or Alaska Native	0	1	0	0	1
Native Hawaiian or Other Pacific Islander	0	0	0	0	0
Multiple Races	0	2	0	3	5

Total Households and Persons

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total Number of Households	510	175	0	1534	2220
Total Number of Persons	843	228	0	1558	2629
Total Number of Veterans	36	46	0	71	153

Gender

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Female	375	79	0	512	966
Male	466	148	0	1046	1660
Transgender (male to female)	2	1	0	0	3
Transgender (female to male)	0	0	0	0	0

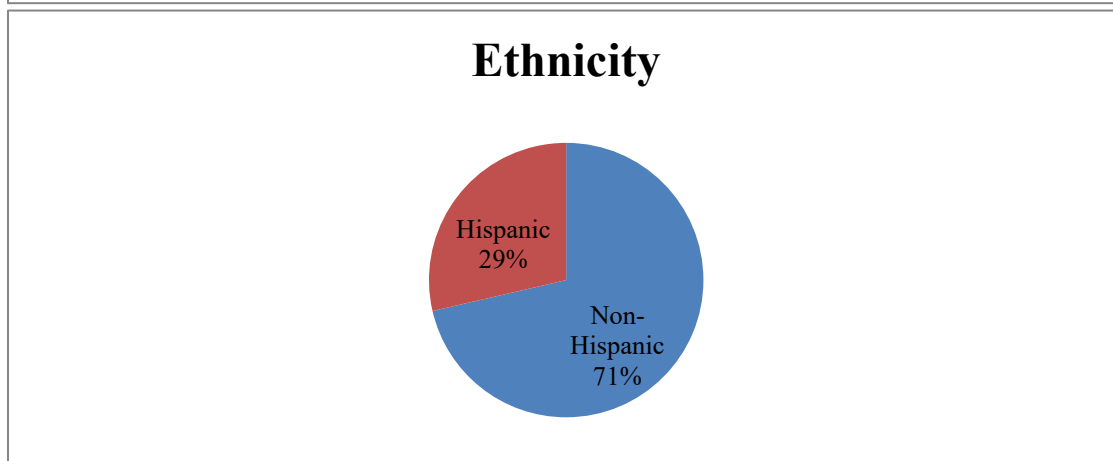
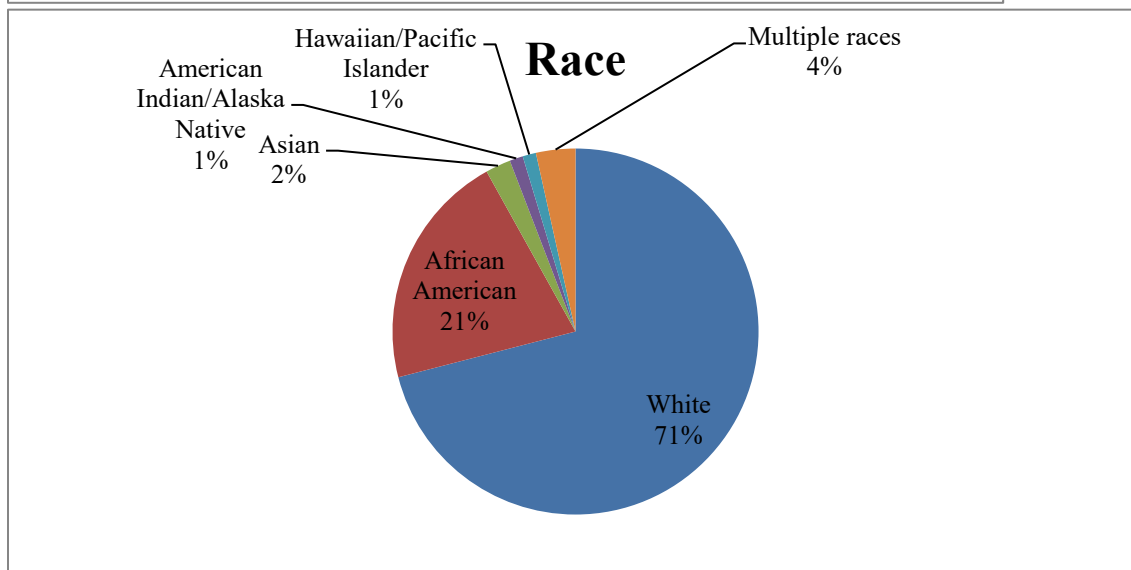
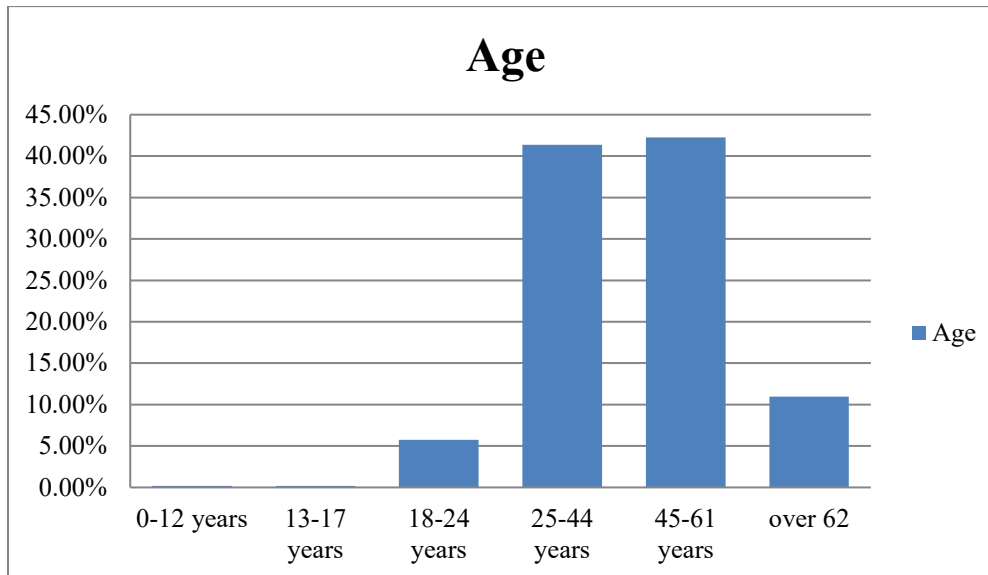
Ethnicity

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Non-Hispanic/Non-Latino	561	155	0	1104	1820
Hispanic/Latino	282	73	0	454	809

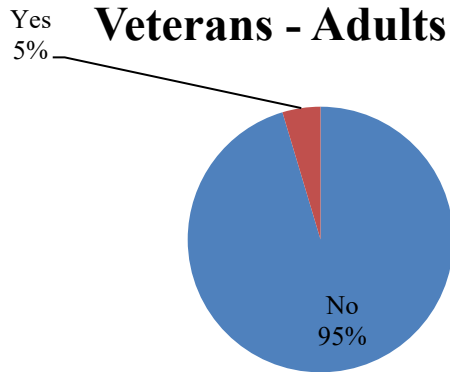
Race

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
White	443	16	0	1109	1715
Black or African-American	300	45	0	321	666
Asian	25	3	0	34	62
American Indian or Alaska Native	9	1	0	18	28
Native Hawaiian or Other Pacific Islander	17	5	0	23	45

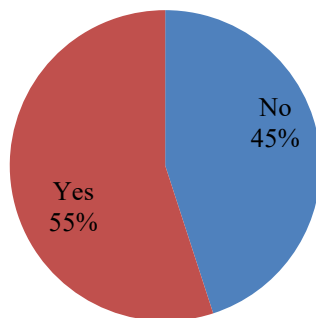
Appendix B: Infographics – unsheltered only



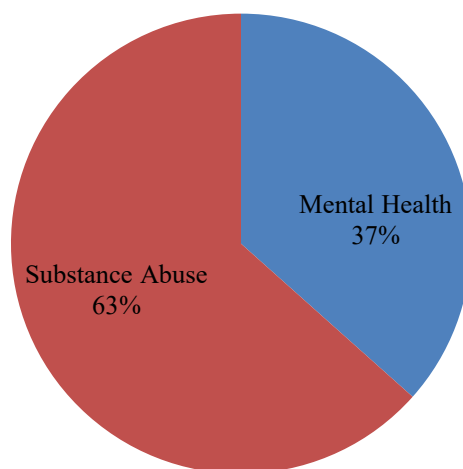
Veterans - Adults only



Disability or barrier - Adults



Type of Disability*



NOTE: As part of the unsheltered surveys, only self-reported data on persons with mental health issues and/or substance abuse issues was collected.

Appendix C: Contributing Organizations

Americorps

Bags of Hope

Breakthrough Project for Social Justice

Builders Industry Association

California Department of Motor Vehicles

Calvary Living Well Ministries

Care Link

Catholic Charities of the Diocese of Stockton

Central Valley Low Income Housing Corporation

City of Escalon

City of Lathrop

City of Lodi

City of Manteca

City of Ripon

City of Stockton

City of Tracy

Civic Pride Independent Academy

Community Medical Centers

County of San Joaquin

Delta Humane Society

Disabled American Veterans Charities of San Joaquin County

Downtown Stockton Alliance

Episcopal Church of St. John the Baptist

Family Promise of San Joaquin County
Gleason House
Golden Valley Health Centers
Gospel Center Rescue Mission
Grace Point Church
Grace Presbyterian Church
Gravity Church
Greater Stockton Chamber of Commerce
Haven of Peace
Hope Family Shelters
Housing Authority of the County of San Joaquin
HUB
Inner City Action
Knights of Columbus
League of Women Voters of San Joaquin County
Lodi Committee on Homelessness
Lodi Community Foundation
Lot of Love and Giving
Love, Inc.
Lutheran Social Services
Manteca Gospel Rescue Mission
Manteca Unified School District
Ready to Work
Refuge Church

Ripon Police Department
Rotary Club of North Stockton
Rotary Club of Stockton
Salvation Army
San Joaquin Community Data Co-Op
San Joaquin Regional Transit District
San Joaquin Valley Veterans
Second Harvest
Showered with Love
St. Anne's Church
St. John the Evangelist Episcopal Church
St. Joseph's Medical Center
St. Mary's Dining Room
St. Paul Lutheran Church
STAND
Stockton Fire Department
Stockton Host Lion's Club
Stockton Shelter for the Homeless
The Office of Senator Cathleen Galgiani
Tracy Community Connections Center
Tracy Interfaith Ministries
U.S. Department of Housing and Urban Development
U.S. Department of Veteran Affairs
United Veterans Council of San Joaquin County

United Way of San Joaquin County
Venture Academy
Westcare
Women's Center Youth and Family Services

THANK YOU!



Appendix D: Unsheltered Survey/Observation Tool

2019 SAN JOAQUIN CONTINUUM OF CARE UNSHELTERED HOMELESS SURVEY

If you are unable to survey an individual, use observation tool on reverse side

Introduction: Hi, my name is _____, and I'd like to ask you a few questions that will help us count the number of homeless people in San Joaquin County and provide more services to those who are homeless. This survey is voluntary and all personal information shared will be kept confidential and will not be shared with law enforcement.

1: Where did you sleep last night? *If the answer is any of the following, continue the survey, otherwise thank them and go to the next person:* Street, park, under a bridge, by the river, any open space, in a car/camper, in a tent, abandoned building, any place not meant for human habitation.

2. Name: _____ **DoB** _____ ☐M ☐F ☐T(M to F) ☐T(F to M)

3. Social Security number last four digits _____ ☐Gender non-conforming

4. Have you served in the U.S. Armed Forces (Army, Navy, Marines, Air Force, Coast Guard, National Guard, Reserves, etc.)? ☐Yes ☐No

5. What racial group do you identify with? (check all that apply)

☐American Indian/Alaska Native

☐Asian

☐Black/African American

☐Native Hawaiian/Pacific Islander

☐White

☐Declines to answer

Are you Hispanic/Latino(a)?

☐Yes ☐No

6. Did you stay with a family member last night?

☐Yes ☐No

If Yes, is this person(s) with you today?

☐Yes ☐No

Would you please share their name(s)? _____

What is their relationship to you? _____

7. Did you have any children under 18 with you last night? ☐Yes ☐No

If Yes, how many children under 18 were there? _____

8. Did you have any pets with you last night? ☐Yes ☐No How many? _____

9. How long has it been since you lived in an apartment or house? _____

10. How many times have you been homeless in the past three years? _____

11. How long have you been homeless in this city / part of the county? _____

12. Have you ever abused drugs or alcohol, or been told you do? ☐Yes ☐No

13. Have you ever had treatment for a mental health problem? ☐Yes ☐No

14. Do you have regular access to medical care? ☐Yes ☐No

15. Do you have any income from the following sources? (check all that apply)

☐Regular full or part-time job ☐Social Security (SSI, SSA)
☐Disability (State or Federal) ☐Veteran's Pension Other: _____

2019 SAN JOAQUIN CONTINUUM OF CARE UNSHELTERED HOMELESS OBSERVATION TOOL

If you are unable to survey an individual, use this observation tool

Please indicate why you are using the observation tool:

☐Unable to enter a location or site
☐Cannot conduct a survey (person refused to answer questions, language barrier, or other challenges)
☐You do not wish to disturb people sleeping

Is this person homeless?

☐Definitely ☐Possibly ☐Not Sure

What is your estimate of this person's age?

☐Under 18 ☐18 – 34 ☐35 – 65 ☐65+ ☐Not sure

What is this person's gender?

☐Male ☐Female ☐Not Sure

What is this person's race?

☐American Indian/Alaska Native ☐Asian
☐Black/African American ☐Native Hawaiian/Pacific Islander
☐White ☐Not sure/Other: _____

What is this person's ethnicity?

☐Hispanic/Latino(a) ☐Non-Hispanic ☐Not Sure

Other information or identifying characteristics (if possible, please include clothing, hats, accessories, any military or other emblems, other physical characteristics or conditions like tattoos, scars, braces, casts, etc.):

AGENDA ITEM 3.D

REQUEST

APPROVE 2021-2023 MULTI-YEAR AND SHORT-TERM STRATEGIC PRIORITIES, AND WORKPLAN, AND PROVIDE DIRECTION TO STAFF, AND ACCEPT CITY COUNCIL WORKSHOP REPORT AS JANUARY 5, 12, AND 14, 2021 SPECIAL MEETING MINUTES

EXECUTIVE SUMMARY

In January 2021, the Tracy City Council held a series of Special Meeting workshops to discuss the topics of City Governance, Fiscal Sustainability, and Strategic Priorities. The workshops were held on January 5, 12, and 14, 2021; the first workshop was held at the Grand Theatre in Downtown Tracy and the remaining two were held in the City Council Chambers. The workshops were facilitated by Nancy Hetrick, Vice President with Management Partners, assisted by Rod Gould, Partner; Steve Toler, Partner; and Claire Coleman, Senior Management Analyst. The attached Council Workshop Report summarizes each workshop discussion, including activities and outcomes.

DISCUSSION

The City of Tracy held three Council workshops on January 5, 12, and 14, 2021 facilitated by Management Partners, a management consulting firm. All members of the City Council, City Manager Jenny Haruyama, and City Attorney Leticia Ramirez were present at all three workshops; Department Heads participated virtually.

The first of three workshops was held on January 5 at The Grand Theatre in Downtown Tracy, which focused on teambuilding, developing Council norms, and understanding effective governance practices for elected officials, including the Council-City Manager form of government and staff partnerships.

The second workshop was held on January 12 and focused on the City's financial forecast and established budget principles. Consultants from Management Partners presented a 10-year financial forecast, reflecting the City's current and projected fiscal health and recommended budget principles developed by staff and the Council Ad Hoc Fiscal Sustainability Committee.

The third workshop was held on January 14 where the Council discussed Council norms, reviewed past accomplishments related to the Council's strategic goal areas, and established its top priorities for the next 12-18 months.

Attached is a Council Workshop report summarizing the discussions, activities and outcomes for the January 5, 12, and 14, 2021 workshops (Attachment "A").

Priority Setting Framework

The priority-setting discussion was grounded on the idea that it is important to keep the long-term view in focus while establishing what can be reasonably accomplished in the short-term. Council defined short-term and multi-year priorities as the following:

Short-term priorities are defined as:

- Initiatives that are expected to be completed within the next 12-18 months and have been identified as a top priority.

Multi-year priorities are defined as:

- Major initiatives that will require ongoing attention and action but that are not likely to be completed within the next 12-18 months.

As a starting point, potential priorities were organized into the same four Strategic Priority categories used previously and reflected a combination of “continuing items” and new items generated from input received prior to the workshop. The Strategic Priority areas include:

- Economic Development
 - ✓ To enhance the competitiveness of the City while further developing a strong and diverse economic base.
- Governance
 - ✓ To enhance fiscal stability, retain and attract new talent, improve the use of technology, and enhance transparency for the betterment of the Tracy community.
- Public Safety
 - ✓ To enhance community safety by promoting a responsive public safety system that includes civic engagement and partnerships, community involvement, public education, and prevention, intervention, and suppression services that meet the needs of Tracy residents.
- Quality of Life
 - ✓ 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.

Multi-Year and Short Term Priorities

The table below presents the multi-year goals affirmed by Council during the workshop together with short-term priorities that will receive time and attention over the next 12 to 18 months. The short-term priorities that are included below are a combination of continuing efforts and new priorities discussed during workshop.

Also attached for Council is a recommended Strategic Priorities Workplan, outlining the estimated timeframe for completion of the key objectives related to each goal area (Attachment “B”).

2021-2023 STRATEGIC PRIORITIES WORKPLAN

Governance

To enhance fiscal stability, retain and attract new talent, improve the use of technology, and enhance transparency for the betterment of the Tracy community.

Multi-Year Priorities	Short-Term Priorities
Model good governance, teamwork, and transparency.	1. Evaluate City advisory bodies' scope and policy framework and provide recommendations to Council. 2. Conduct Advisory Bodies Code of Conduct Training. 3. Identify Council public service announcement opportunities within available budget.
Ensure short and long-term fiscal health.	1. Develop and provide policy recommendations to balance the City's budget. 2. Adopt Council Budget Principles. 3. Develop a Financial Sustainability Plan to address long-term fiscal challenges. 4. Update City Purchasing Policy. 5. Develop City Grant Policy. 6. Complete Rate and Fee Studies: Solid Waste, Wastewater, Citywide, Core Fees, Master Impact Fees. 7. Initiate Cost Allocation Study; create replacement schedules for Vehicle and Equipment; building maintenance; Information Technology. 8. Develop long-term funding options for City Services, including but not limited to road and park maintenance and replacement (City, LMD, and CFD). 9. Develop funding plan for fire station construction. 10. Continue implementation of Fiscal Sustainability Plan

Increase Public Awareness around City finances and other civic matters.	1. Conduct informational, virtual Council/Community Workshops. 2. Partner with local community organizations to showcase City services. 3. Develop and implement public service announcements via the City's social media platforms.
Enhance community engagement through technology.	1. Conduct National Community Survey (NCS) to better assess community priorities. 2. Implement new City website content management system (CMS).

Public Safety

To enhance community safety by promoting a responsive public safety system that includes civic engagement and partnerships, community involvement, public education, and prevention, intervention, and suppression services that meet the needs of Tracy residents.

Multi-Year Priorities	Short-Term Priorities
Implement the Adopted Homelessness Strategic Plan.	1. Secure capital funding to construct a Temporary Emergency Housing Facility (Arbor Rd Project). 2. Secure ongoing funding to operate the facility. 3. Partner and contract with shelter service providers to operate the facility. 4. Coordinate/facilitate regular meeting with local homeless service providers to better deliver homeless/social services to the community. 5. Identify local, state, and federal funding opportunities to continue to address homeless support services during the COVID-19 pandemic.
Strengthen Citywide Emergency Operations Preparedness.	1. Develop a Citywide Emergency Operations Plan, including Council and staff training and a local pandemic response plan.

Continue to strengthen community safety through crime prevention reduction activities.	1. Continue to enhance and implement the use of technology (such as social media, stationary cameras, drones, and crime analytics) to generate evidence based intelligence to enhance enforcement efforts.
Partner with the South San Joaquin County Fire Authority (SSJCFA) to Complete Phase 2 of the Personnel Transition Plan.	1. Complete and Present Fiscal Analysis of the SSJCFA Personnel Transition Plan (Phase 2) to Council. 2. Coordinate with SSJCFA to present the Personnel Transition Plan (Phase 2) to Council.
Implement Equity and Empowerment Strategies/Initiatives.	1. Continue supporting policies and best practices that prevent police violence, as referenced in the approved Tracy Equity and Empowerment Initiative. 2. Continue to participate in training opportunities focused on fairness in policing, de-escalation strategies, implicit bias, cultural competency, and officer wellness. 3. Present use of force data to Council through the Tracy Police Department Annual Report and publish online for public viewing.
Support COVID-19 public health recovery.	1. Coordinate with the San Joaquin County Public Health Department and Office of Emergency Services to implement and manage a Vaccination Plan in Tracy.

Economic Development

To enhance the competitiveness of the City while further developing a strong and diverse economic base.

Multi-Year Priorities	Short-Term Priorities
Continue to Support Valley Link.	1. Respond and provide feedback on the Valley Link Environmental Impact Report (EIR). 2. Maintain quarterly contact with Valley Link Executive Director.

	3. Rezone industrial land on 3rd Street near the downtown bowtie area for residential development. 4. Continue lobbying efforts at the State and Federal level in support of funding for Valley Link. 5. Participate in Valley Link board meetings.
Continue to Advance Transient Oriented Development (TOD) opportunities.	1. Approve Scope of Work to begin Transit Oriented Development (TOD) Plan. 2. Conduct TOD Stakeholder and community outreach meetings. 3. Draft land use conceptual plans and alternatives. 4. Conduct market and fiscal analyses. 5. Draft TOD Specific Plan. 6. Prepare Administrative Draft Environmental Impact Report.
Attract businesses and jobs that meet the needs and desires of the community.	1. Conduct Council workshop on the City's Economic Development efforts and strategies. 2. Develop FY 21-23 Economic Development Strategic Plan. 3. Update the City's retail and industrial business attraction list. 4. Develop and implement a marketing campaign to attract specific businesses and industries. 5. Promote the City at trade shows and industry events (post pandemic).
Support local businesses impacted by COVID.	1. Support local businesses and streamline the process for businesses to reopen in accordance with public health regulations. 2. Coordinate with the Tracy Chamber of Commerce and Tracy City Center Association (TCCA) to develop and implement a "Shop Tracy" marketing and outreach campaign.

	3. Administer remaining funds for the Small Business Relief Grant Program and other small business loans. 4. Coordinate a roundtable discussion and response to industry needs. 5. Award FY 2021-22 Community Development Block Grant funding. 6. Implement FY 2021-22 Community Development Block Grant funding.
Develop policies to target new jobs in innovative industries (e.g., cannabis; green industry).	1. Complete issuance of cannabis business permits. 2. Complete Conditional Use Permit processes for cannabis Business Permit holders. 3. Initiate second round of Cannabis Business Permits. 4. Identify and market industrial properties attractive to Electric Vehicle (EV) testing and development. 5. Initiate marketing for enhancement of the green economy cluster and develop strategies for business growth and attraction. 6. Rezone and complete environmental review for the Chrisman Road property to attract innovation industry tenants.
Pursue Smart Growth strategies for balanced growth in the City of Tracy.	1. Conduct Council workshop on residential growth management. 2. Conduct Council workshop on General Plan Land Use and Circulation Elements, and the Transportation Master Plan. 3. Rezone Tracy Gateway property for mix of land uses to attract businesses, future hospital, range of residential, and various types of assisted and independent/senior housing. 4. Pursue zoning ordinance amendments to increase residential densities.

Quality of Life

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.

Multi-Year Priorities	Short-Term Priorities
Advance green and roadway infrastructure projects that improve connectivity, including bike lanes.	1. Complete PCI Road Condition study. 2. Continue Corral Hollow Road Widening Project between Park Side Drive and Linne Road: a. Complete acquisition of Rights of Way. b. Complete design. c. Advertise for construction bids. d. Award construction contract. e. Start construction. f. Complete construction. 3. Complete Phase 2B Wastewater Treatment Plant Expansion: a. Advertise for construction bids. b. Award construction contract. c. Start construction. d. Complete construction. 4. Adopt new Citywide Infrastructure Master Plans. 5. Include green technologies in infrastructure solutions (e.g. roundabouts, dual use of storm drain facilities, traffic signal coordination).
Facilitate the completion of Measure V amenities.	1. Revisit Measure V amenities planning (e.g., aquatics center, multi-generational gymnasium, legacy fields). 2. Advance Measure V amenity planning. 3. Implement design of Measure V amenity. 4. Break ground on Measure V amenity.
Provide City programming and events that bolster quality of life.	1. Reinstitute special events, Parks & Recreation, and Cultural Arts programming in alignment with Public Health guidelines.

	2. Reinstitute special events, Parks & Recreation, and Cultural Arts programming to pre-COVID levels.
Implement affordable housing initiatives.	1. Facilitate the development of affordable housing via affordable housing-focused policies and initiatives. 2. Pursue, encourage, and incentivize non-profit affordable housing developers to build in Tracy. 3. Approve Scope of Work to begin Council identified workforce/affordable housing policy changes. 4. Streamline multi-family permit process by removing requirements for Conditional Use Permits. 5. Amend Accessory Dwelling Unit (ADU) ordinance and develop "off-the shelf" ADU example designs. 6. Amend parking requirements for multi-family developments. 7. Amend zoning ordinance development standards. 8. Evaluate amendments to the Growth Management Ordinance (GMO).

Upon review and discussion of the strategic priorities, Council should consider adopting the attached resolution approving the 2021-2023 strategic priorities and workplan (Attachment D).

FISCAL IMPACT

Priority items will be addressed as part of the FY 2021/22 budget development process.

RECOMMENDATION

It is recommended that Council consider and take the following actions:

1. Adopt Resolution Approving 2021-2023 Multi-Year and Short-Term Priorities and Workplan and Provide Direction To Staff.

2. Accept City Council Workshop Report as the January 5, 12, and 14, 2021 Special Meeting Minutes.

Prepared/Approved by: Jennifer D. Haruyama, City Manager

ATTACHMENTS

A – January 5, 12, and 14, 2021 City Council Workshop Report

B – 2021-2023 Strategic Priorities Workplan



City of Tracy
City Council Workshop
Held January 5, 12, and 14, 2021

January 2021

ATTACHMENT A

Table of Contents

Workshop Series Overview	1
<i>City Council</i>	1
January 5 Workshop	2
Workshop Overview.....	2
Opening Comments	2
Council Service and Teamwork	2
Effective Practices for Elected Officials.....	3
Discussion of Council Norms.....	4
Discussion of Roles.....	4
January 12 Workshop.....	6
Workshop Overview.....	6
Opening Comments	6
Icebreaker	6
Review of the Tracy Financial Forecast and Fiscal Health.....	6
Review of Budget Principles.....	8
January 14 Workshop.....	9
Workshop Overview.....	9
Opening Comments	10
Getting to Know Each Other Better	10
Consensus on Norms for Working Together.....	10
Setting the Context to Discuss Priorities.....	11
<i>Existing City Commitments</i>	11
Discussion about Priorities.....	11
<i>Priorities Selected</i>	11
<i>Summary of Council Discussion</i>	11
Takeaways from the Workshop	16
Next Steps and Wrap Up	16
Attachment A: Presentation from January 5	21
Attachment B: Presentation from January 12.....	71
Attachment C: Presentation from January 14.....	105

ATTACHMENT A

Workshop Series Overview

The City of Tracy held a series of three Council workshops on January 5, 12, and 14. Nancy Hetrick, Vice President with Management Partners, facilitated the workshops, assisted by Rod Gould, Partner; Steve Toler, Partner; and Claire Coleman, Senior Management Analyst.

All members of the City Council, City Manager Jenny Haruyama, and City Attorney Leticia Ramirez participated in all three workshops.

Workshop Preparation. In preparation for the workshop, Nancy held individual interviews with each Council member and conferred with the City Manager to discuss the workshop. An agenda, handouts, and slide deck were prepared for each workshop.

City Council



From Left to Right:

Council Member Mateo Bedolla, Mayor Pro Tem Veronica Vargas, Mayor Nancy Young, Council Member Dan Arriola, and Council Member Eleassia Davis.

January 5 Workshop

On January 5, Nancy Hetrick and Rod Gould facilitated the first of the three workshops with the City Council. The workshop focused on teambuilding and developing Council norms. The full slide deck from the workshop is available for review in Attachment A.

Workshop Overview

Objectives

- Teambuilding and understanding individual motivations and priorities
- Establishing Council norms for working together and with staff on behalf of the community
- Clarifying roles
- Setting the foundation for a positive working relationship and productive year

Workshop Ground Rules. At the start of the workshop, the facilitators suggested several ground rules to help the group have a successful workshop.

- Listen to understand
- Participate
- Stay focused
- Assume good intent
- Seek consensus
- Speak up if we need a course correction

Bike Rack. The facilitator explained that items that were raised but would not receive immediate attention would be recorded on a “bike rack.”

Opening Comments

The workshop began with a call to order and a welcome by Mayor Young, who then opened the session for public comments.

Council Service and Teamwork

Council reflected on the following questions to get to know each other and understand more about each person’s service to Tracy.

- What inspired you to serve on the City Council?
- Think of a time when you were on a high- performing team. What made it successful? How did it make you feel?
- How would you like the community to view this City Council?
- How would you like Tracy to be different four years from now as a result of this Council’s service?

Effective Practices for Elected Officials

City of Tracy Code of Conduct Overview. City Manager Jenny Haruyama and City Attorney Leticia Ramirez reviewed highlights from the City's code of conduct.

- Council-Manager Form of Government
- Council Powers/Responsibilities
- Legal and Ethics Standards
- Code of Conduct Enforcement
- Council Communications
- Advisory Bodies/Norms and Values Statement

Next, Rod presented factors of good governance and attributes of high-performing councils.

Good Governance Is About...



Management Partners

Building relationships through:

- Effective leadership by the Mayor and Council
- Responsive management and leadership by the City Manager
- Meaningful communication that is honest, direct, respectful, proactive
- Understanding roles and fulfilling expectations
- Fostering mutual respect and building trust
- Ethics

TRACS

Attributes of High-Performing Councils



Management Partners

- Commit to True Partnerships among Members, City Manager and Staff
- Exhibit Clarity and Respect for Roles and Responsibilities
- Demonstrate Civility and Respect for All
- Conduct Effective Meetings
- Hold Themselves and the City Manager Accountable
- Practice Continuous Learning

TRACS

Rod presented a series of slides about communication, teamwork, and preparation. The full slides are available in Attachment A.

Teamwork. He noted key aspects of effective teamwork on Council and the importance of becoming an expert at small group decision making. Rod noted

the importance of patience, respect, and compromise as elements of teamwork, and to put the community first in all matters.

Communication. Rod highlighted that it is key for Council to focus on outcomes and separate people from the problem. He noted that Council members should aim to be focused, direct, clear, and brief in their comments.

Preparation. Rod discussed the importance of Council to doing their homework and be prepared, including reading agenda materials and asking questions in advance of the City Manager and City Attorney.

Discussion of Council Norms

Norms are a set of agreed upon behaviors established help the Council be most effective as a policy group and set the tone for City Councils.

Nancy reviewed the list of existing Tracy City Council norms as a starting point for discussion, then shared the results of the Council self-assessment survey including the following comments:

We do our best work as a Council when we...

- Focus on conducting the City's business
- Focus on the business at hand and not on each other
- Trust and believe that people are acting on best intentions

We could improve as a Council in the following area...

- Supporting the goals of the whole instead of inserting our own agendas
- Trust
- Collaborating and understanding each other, relationship building among Council members

Council members discussed the existing norms and what elements should continue, what could be improved, and which norms the Council can commit to. In the interest of time, the group agreed to revisit the set of norms during its third workshop. The final set of norms affirmed by Council are included on page 10 of this report.

Discussion of Roles

After a brief break, Rod reviewed the Council-Manager form of government and provided an overview of the basic roles of City Attorney, City Manager, Council, and Mayor.



Next Steps and Wrap Up

The workshop concluded with discussion of key take-aways, which included optimism about “Team Tracy,” a shared belief that all will perform their roles with good intent, and an appreciation for the shared learning and attention paid throughout the session.

January 12 Workshop

On January 12, Nancy Hetrick and Steve Toler facilitated the second of the three workshops with the City Council. The workshop focused on the City's financial forecast and established budget principles. The full slide deck from the workshop is available for review in Attachment B.

Workshop Overview

Objectives

- Develop shared understanding about the City's financial position
- Review potential budget principles and an approach to achieving financial sustainability

Agenda

- Opening Comments and Workshop Overview
- City's Financial Forecast and Model Demo
- Proposed Budget Principles
- Wrap Up and Next Steps

Workshop Ground Rules. At the start of the workshop, the facilitator reiterated the ground rules of the previous workshop.

Bike Rack. Nancy explained that items that were raised but would not receive immediate attention would be recorded on a "bike rack."

Opening Comments

The workshop began with a call to order and a welcome by Mayor Young, who then opened the session for public comments.

Review of the Tracy Financial Forecast and Fiscal Health

Members of the Council Ad Hoc Committee made opening comments about the fiscal model and the day's presentation.

Steve presented the fiscal model assumptions and results, including a demo of the model. He noted that the presentation was intended as a foundation and that more Council discussion would follow at later dates.

Steve began with the foundations of financial forecasting in local government and what elements make a forecast useful.

Financial Forecasting in Local Government

How They Are Used	What Makes Them Useful
- Fiscal management tool to inform and assist in decisionmaking - Government policies - Strategic goals - Provision of community services - Identifies future revenue and expenditure trends - Integral to annual budget process - Promotes sound fiscal discipline in service delivery	- Credible - Transparency - Descriptive of external forces - Within acceptable accuracy tolerances - Solid set of assumptions - Understandable - Clear, simple, reasoned - Relating assumptions to projections - Implications - Linked to sound fiscal practices - Reserve policies - Maintaining structural balance - Long-term fiscal planning




He then explained how the model differentiates between the General Fund and other funds and reviewed each assumption on which the model is based.

FY 2020-21 Budget Forecast - Key Assumptions

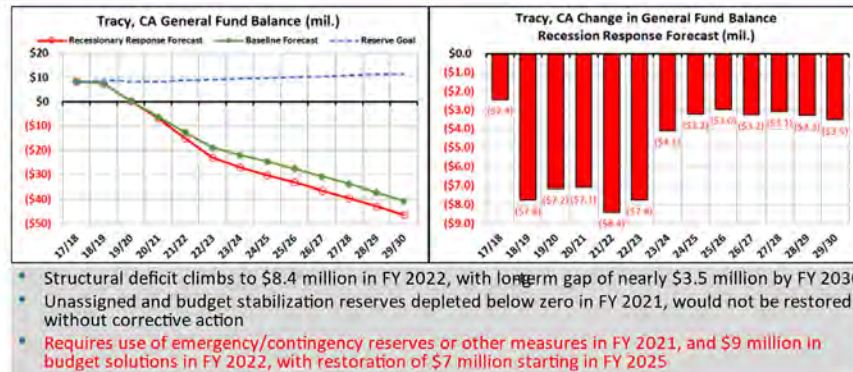
Revenues	Expenditures/Transfers
- Property tax– 5% growth - Sales Tax– nominal recessionary impact after FY 2021; new sales tax generators in FY 2022 and 2025 - Other revenues– 2-3% growth - Solid waste franchise fees– \$2 million increase starting in FY 2021 - Measure V sales tax– earmarked for capital expenditures - CARES Act– One-time federal aid of \$1.2 million	- Salaries – 2% growth, plus 1.7% growth for step increases (recent base salary increases has been 4%) - CalPERS retirement costs– growth of 20% through FY 2027 - Actual return FY 2020 – 4.7% - Discount rate projected to be reduced from 7% to 6.5% by FY 2026 - Other costs– 2% growth - Measure V transfers– repayment of short term reduction of transfer in FY 2021 over three year period by FY 2024 - No anticipated increases in General Fund operating costs related to Measure V funded capital projects

Reserves




He reviewed a list of budget strategies that were incorporated into the FY 2020-21 budget as a result of the impacts of COVID-19 and then presented Tracy's recessionary outlook and noted the need for swift action in order to avoid depleting reserves entirely.

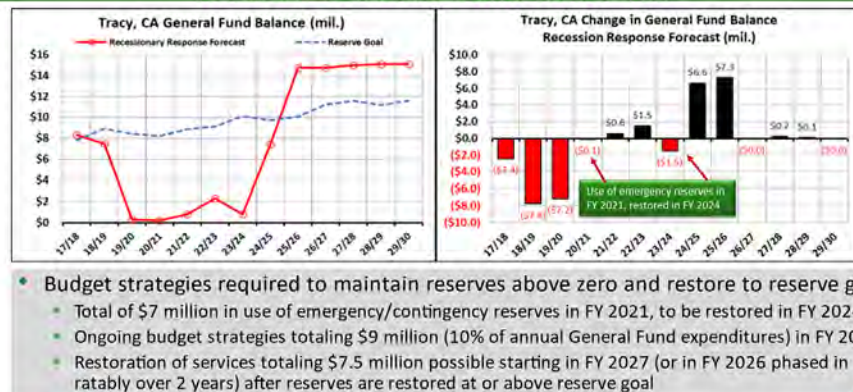
Tracy's Recessionary Outlook

Management
Partners

TT



Budget Strategies of \$9 Million Required to Restore General Fund Reserves

Management
Partners

TT



Steve showed the utility of the dynamic dashboard to evaluate different policy decisions, such as a business license update or staffing changes. He noted that the model is a tool for decision making and budgeting as much as it is a way to understand the City's fiscal outlook.

Review of Budget Principles

Nancy led a discussion of budget principles and how cities use budget principles to guide fiscal decisions. The Ad Hoc Committee prepared a series of proposed budget principles in advance for Council to comment on. The budget principles are included as Attachment C.

Councilmembers praised the Ad Hoc Committee's work on the budget principles and agreed they are an important tool for holding themselves and staff accountable.

January 14 Workshop

On January 14, Nancy Hetrick facilitated the final of the three workshops with the City Council. The workshop focused on confirming Council norms and setting priorities. The full slide deck from the workshop is available for review in Attachment D.

Following the workshop, Council received Brown Act and Parliamentary training.

Workshop Overview

Objectives

- Public Comment
- Who inspires us?
- Affirm Council Norms
- City Manager's Update: Strategic Priorities Updates and Achievements
- Discuss Priorities
- Wrap up and next steps

Agenda

- Get agreement on Council Norms
- Set priorities for the next year
- Learn about the Brown Act and parliamentary process

Workshop Ground Rules. At the start of the workshop, the facilitator reiterated the ground rules of the previous two workshops.

Bike Rack. Nancy explained that items that were raised but would not receive immediate attention would be recorded on a "bike rack."



Opening Comments

The workshop began with a call to order and a welcome by Mayor Young, who then opened the session for public comments.

Getting to Know Each Other Better

The Council members participated in an icebreaker exercise to learn something new about each other as they begin to govern together and to create common ground. Each Council member shared something about a person who influenced them early in life.

Councilmembers shared about grandparents, siblings, and other individuals who inspired them in their work ethic and commitment to service.

Consensus on Norms for Working Together

The council affirmed a set of norms for how they will work together. Councilmembers clarified some of the norms for conducting Council business and discussed some word choices.

Norms the Council intends to practice are listed below.

Working together we will:

- Assume positive intentions,
- Not take ourselves too seriously,
- Disagree agreeably,
- Support continual learning,
- Avoid personal attacks,
- Come prepared (do our homework),
- Stay objective and focus on the issue (use data to balance emotion),
- Be clear and consistent on time limits and public input,

We will utilize the expertise of staff by:

- Maintaining the practice of City Council/City Manager briefings,
- Asking questions of the City Manager early on,
- Soliciting City Attorney guidance early on,
- Making staff requests through the City Manager.

Setting the Context to Discuss Priorities

The Council then spent the balance of the morning discussing and establishing top priorities. This process began by reviewing accomplishments and progress on implementing Council priorities.

Accomplishments

The City Manager reviewed accomplishments related to the Council's four strategic goal areas. She noted that 90% of the City's budget is committed to day-to-day operations, with about 5% of the budget available to address Council key priorities. She thanked Council and staff for their hard work and accomplishments in a very difficult year.

Council's Strategic Goals

- Economic Development
 - ✓ To enhance the competitiveness of the City while further developing a strong and diverse economic base.
- Governance
 - ✓ To enhance fiscal stability, retain and attract new talent, improve the use of technology, and enhance transparency for the betterment of the Tracy community.
- Public Safety
 - ✓ To enhance community safety by promoting a responsive public safety system that includes civic engagement and partnerships, community involvement, public education, and prevention, intervention, and suppression services that meet the needs of Tracy residents.
- Quality of Life
 - ✓ 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.

Priorities Framework

The priority-setting discussion was grounded in the idea that it is important to keep the long-term view in focus while establishing what can be reasonably accomplished in the short term. We began the discussion by defining short-term and multi-year priorities.

Short-term priorities are defined as:

- Initiatives that are expected to be completed within the next 12-18 months and have been identified as a top priority.

Multi-year priorities are defined as:

- Major initiative that will require ongoing attention and action but that are not likely to be complete with 12-18 months.

ATTACHMENT A

As a starting point, potential priorities were organized into the same four categories used previously and reflected a combination of “continuing items” and new items generated from input received prior to the workshop.

The table below presents the multi-year goals affirmed by Council during the workshop together with short-term priorities that will receive time and attention over the next 12 to 18 months. The short-term priorities that are included below are a combination of continuing efforts and new priorities discussed during workshop.

Governance

To enhance fiscal stability, retain and attract new talent, improve the use of technology, and enhance transparency for the betterment of the Tracy community.

Multi-Year Priorities	Short-Term Priorities
Model good governance, teamwork, and transparency.	1. Evaluate City advisory bodies’ scope and policy framework and provide recommendations to Council. 2. Conduct Advisory Bodies Code of Conduct Training. 3. Identify Council public service announcement opportunities within available budget.
Ensure short and long-term fiscal health.	1. Develop and provide policy recommendations to balance the City’s budget. 2. Adopt Council Budget Principles. 3. Develop a Financial Sustainability Plan to address long-term fiscal challenges. 4. Update City Purchasing Policy. 5. Develop City Grant Policy. 6. Complete Fee Studies: Solid Waste, Wastewater, Citywide, Core Fees, Master Impact Fees. 7. Initiate Cost Allocation Study; create replacement schedules for Vehicle and Equipment; building maintenance. 8. Develop long-term funding options for City Services, including but not limited to road and park maintenance and replacement (City, LMD, and CFD). 9. Develop funding plan for fire station construction.
Increase Public Awareness around City finances and other civic matters.	1. Conduct informational, virtual Council/Community Workshops. 2. Partner with local community organizations to showcase City services. 3. Develop and implement public service announcements via the City’s social media platforms.

ATTACHMENT A

Multi-Year Priorities	Short-Term Priorities
Enhance community engagement through technology.	1. Conduct National Citizen Survey to better assess community priorities. 2. Implement new City website content management system (CMS).

Public Safety

To enhance community safety by promoting a responsive public safety system that includes civic engagement and partnerships, community involvement, public education, and prevention, intervention, and suppression services that meet the needs of Tracy residents.

Multi-Year Priorities	Short-Term Priorities
Implement the adopted Homelessness Strategic Plan.	1. Secure capital funding to construct a Temporary Emergency Housing Facility (Arbor Rd Project). 2. Secure ongoing funding to operate the facility. 3. Partner and contract with shelter service providers to operate the facility. 4. Coordinate/facilitate regular meeting with local homeless service providers to better deliver homeless/social services to the community. 5. Identify local, state, and federal funding opportunities to continue to address homeless support services during COVID-19 pandemic.
Strengthen Citywide emergency operations preparedness.	1. Develop a Citywide Emergency Operations Plan, including Council and staff training and a local pandemic response plan.
Continue to strengthen community safety through crime prevention reduction activities.	1. Continue to enhance and implement the use of technology (such as social media, stationary cameras, drones, and crime analytics) to generate evidence-based intelligence to enhance enforcement efforts.
Partner with the South San Joaquin County Fire Authority (SSJCFA) to complete Phase 2 of the Personnel Transition Plan.	1. Complete and Present Fiscal Analysis of the SSJCFA Personnel Transition Plan (Phase 2) to Council. 2. Coordinate with SSJCFA to present the Personnel Transition Plan (Phase 2) to Council.
Implement Equity and Empowerment Strategies/Initiatives.	1. Continue supporting policies and best practices that prevent police violence, as referenced in the approved Tracy Equity and Empowerment Initiative. 2. Continue to participate in training opportunities focused on fairness in policing, de-escalation strategies, implicit bias, cultural competency, and officer wellness. 3. Present use of force data to Council through the Tracy Police Department Annual Report and publish online for public viewing.

ATTACHMENT A

Multi-Year Priorities	Short-Term Priorities
Support COVID-19 public health recovery.	1. Coordinate with the San Joaquin County Public Health Department and Office of Emergency Services to facilitate the development and implementation of a Vaccination Plan in Tracy.

Economic Development

To enhance the competitiveness of the City while further developing a strong and diverse economic base.

Multi-Year Priorities	Short-Term Priorities
Continue to Support Valley Link.	1. Respond and provide feedback on the Valley Link Environmental Impact Report (EIR). 2. Maintain quarterly contact with Valley Link Executive Director. 3. Rezone industrial land on 3rd Street near the downtown bowtie area for residential development. 4. Continue lobbying efforts at the State and Federal level in support of funding for Valley Link. 5. Participate in Valley Link board meetings.
Continue to advance Transient Oriented Development (TOD) opportunities.	1. Approve Scope of Work to begin Transit Oriented Development (TOD) Plan. 2. Conduct TOD Stakeholder and community outreach meetings. 3. Draft land use conceptual plans and alternatives. 4. Conduct market and fiscal analyses. 5. Draft TOD Specific Plan. 6. Prepare Administrative Draft Environmental Impact Report.
Attract businesses and jobs that meet the needs and desires of the community.	1. Conduct Council workshop on the City's Economic Development efforts and strategies. 2. Develop FY 21-23 Economic Development Strategic Plan. 3. Update the City's retail and industrial business attraction list based on community interest and feedback. 4. Develop and implement a marketing campaign to attract specific businesses and industries. 5. Promote the City at trade shows and industry events (post pandemic).
Support local businesses impacted by COVID.	1. Support local businesses and streamline the process for businesses to reopen in accordance with public health regulations.

ATTACHMENT A

Multi-Year Priorities	Short-Term Priorities
	2. Coordinate with the Tracy Chamber of Commerce and Tracy City Center Association (TCCA) to develop and implement a “Shop Local” marketing and outreach campaign. 3. Administer remaining funds for the Small Business Relief Grant Program and other small business loans. 4. Coordinate a roundtable discussion and response to industry needs.
Develop policies to target new jobs in innovative industries (e.g., cannabis; green industry).	1. Complete issuance of cannabis business permits. 2. Complete Conditional Use Permit processes for cannabis Business Permit holders. 3. Initiate second round of Cannabis Business Permits. 4. Identify and market industrial properties attractive to Electric Vehicle (EV) testing and development. 5. Initiate marketing for enhancement of the green economy cluster and develop strategies for business growth and attraction. 6. Rezone and complete environmental review for the Chrisman Road property to attract innovation industry tenants.
Pursue Smart Growth strategies for balanced growth in the City of Tracy.	1. Conduct Council workshop on residential growth management. 2. Conduct Council workshop on General Plan Land Use and Circulation Elements, and the Transportation Master Plan. 3. Rezone Tracy Gateway property for mix of land uses to attract businesses, future hospital, range of residential, and various types of assisted and independent/senior housing. 4. Pursue zoning ordinance amendments to increase residential densities.

Quality of Life

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.

Multi-Year Priorities	Short-Term Priorities
Advance green and roadway infrastructure projects that improve connectivity, including bike lanes.	1. Complete PCI Road Condition study. 2. Continue Corral Hollow Road Widening Project between Park Side Drive and Linne Road. 3. Complete Phase 2B Wastewater Treatment Plant Expansion. 4. Adopt new Citywide Infrastructure Master Plans. 5. Include green technologies in infrastructure solutions (e.g. roundabouts, dual use of storm drain facilities).

ATTACHMENT A

Multi-Year Priorities	Short-Term Priorities
Facilitate the completion of Measure V amenities.	1. Advance Measure V amenities planning (e.g., aquatics center, multi-generational gymnasium, legacy fields)
Implement affordable housing initiatives.	1. Facilitate the development of affordable housing via affordable housing-focused policies and initiatives. 2. Pursue, encourage, and incentivize non-profit affordable housing developers to build in Tracy. 3. Approve Scope of Work to begin Council identified workforce/affordable housing policy changes. 4. Streamline multi-family permit process by removing requirements for Conditional Use Permits. 5. Amend Accessory Dwelling Unit (ADU) ordinance and develop "off-the shelf" ADU example designs. 6. Amend parking requirements for multi-family developments. 7. Amend zoning ordinance development standards. 8. Evaluate amendments to the Growth Management Ordinance (GMO).

Takeaways from the Workshop

Council members shared their takeaways from the workshop and prioritization session. They shared the following insights:

- It was a healthy discussion. Tracy has a high-performing Council that works together well
- They are optimistic about the interconnectivity of these issues
- There is optimism about how the Council is looking to guide the City forward cooperatively
- Council is excited to partner with staff to move ahead
- They like the holistic approach and clear vision for the City

Next Steps and Wrap Up

The next steps described at the end were:

- Preparation of this workshop report.
- Confirmation of priorities as part of budget processes and other Council discussions.
- Operationalizing the priorities by the City Manager.



City of Tracy

City Council Workshop – Team Building and Norms

January 5, 2021
9:00 a.m. to 12:30 p.m.

Grand Theater, Small Studio

Rod Gould, Senior Partner
Nancy Hetrick, Vice President

Management
Partners



ATTACHMENT A Mayor's Welcome



To Comment Remotely on: Items from the Audience

(Public comment period limited to 15 minutes maximum)

- **Call: (209) 831-6010**
- **Comment by visiting the following link:**
<https://cityoftracyevents.webex.com> and using the following:
 - **Event Number:** 126 037 7106
 - **Event Password:** TracyCC
 - Raise your hand to speak by clicking on the Hand icon  on the Participants panel



Today's Agenda

ATTACHMENT A

- Opening Comments and Workshop Overview
- Effective Teams Warm-Up
- Council Norms for Working Together
- Clarification of Governance Roles
- Wrap Up and Next Steps



Today's Objectives

- Teambuilding and understanding individual motivations and priorities
- Establishing Council norms for working together and with staff on behalf of the community
- Clarifying roles
- Setting the foundation for a positive working relationship and productive year

To Comment Remotely on: Item 4

- Call: (209) 831-6010
- Comment by visiting the following link:
<https://cityoftracyevents.webex.com> and using the following:
 - **Event Number:** 126 037 7106
 - **Event Password:** TracyCC
 - Raise your hand to speak by clicking on the Hand icon  on the Participants panel

Ground Rules

- Listen to understand
- Participate
- Stay focused
- Assume good intent
- Seek consensus
- Speak up if we need a course correction

Bike Rack

- Things to discuss at another time will be tracked separately
- Time management tool



Service and Teamwork

- What **inspired** you to serve on the City Council?
- Think of a time when you were on a **high-performing** team. What made it successful? How did it make you feel?
- How would you like the community to **view** this City Council?
- How would you like Tracy to be different **four years from now** as a result of this Council's service?





Effective Practices for Elected Officials

Management
Partners



City of Tracy

ATTACHMENT A

Code of Conduct Overview

- Council-Manager Form of Government
- Council Powers/Responsibilities
- Legal and Ethics Standards
- Code of Conduct Enforcement
- Council Communications
- Advisory Bodies/Norms and Values Statement

Good Governance Is About...

Building relationships through:

- Effective leadership by the Mayor and Council
- Responsive management and leadership by the City Manager
- Meaningful communication that is honest, direct, respectful, proactive
- Understanding roles and fulfilling expectations
- Fostering mutual respect and building trust
- Ethics



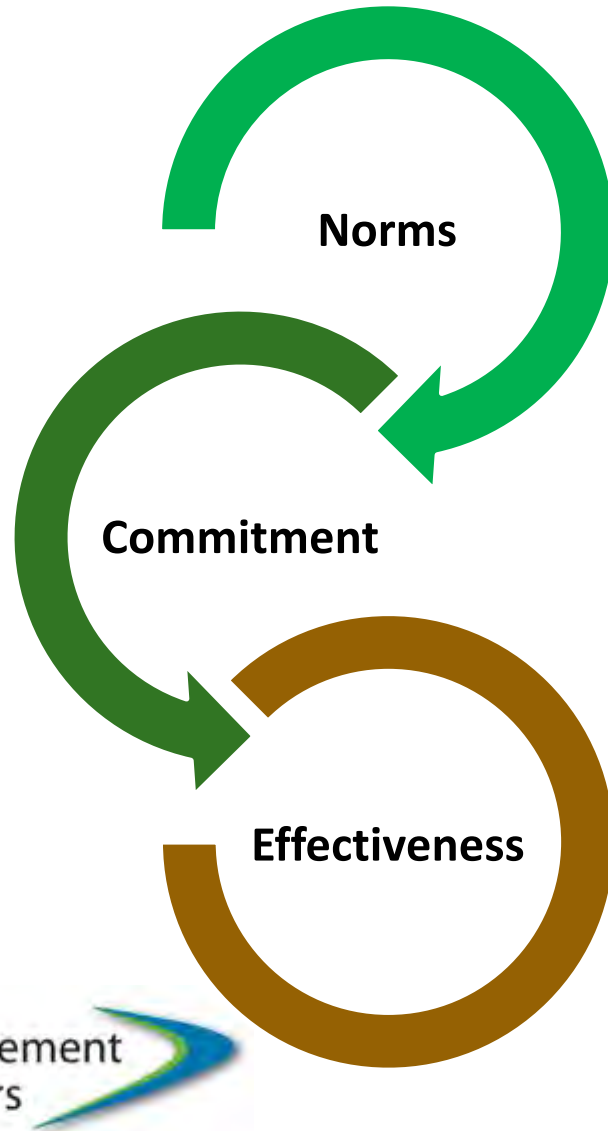
Attributes of High-Performing Councils

ATTACHMENT A

- Commit to True Partnerships among Members, City Manager and Staff
- Exhibit Clarity and Respect for Roles and Responsibilities
- Demonstrate Civility and Respect for All
- Conduct Effective Meetings
- Hold Themselves and the City Manager Accountable
- Practice Continuous Learning

Effective Practices for Elected Officials

ATTACHMENT A



- *What are common elements and norms of high performing councils?*
- *Which of them could Tracy incorporate into its governance culture?*

TEAMWORK

ATTACHMENT A

- Getting things done for the community as a team makes us all look good
- Accomplishments build relationships... which lead to other successes



Teamwork – How to Get There

- Play nice, be fair, be patient, be kind
- No surprises
- Avoid squabbling and personal attacks
- Maintain formal decorum and be respectful
- Refer to colleagues by their titles



No One Can Do It Alone

- Become an expert at small group decision making
- Understand and appreciate each others' style, strengths and expertise
- Respect each other and your specific roles



No One Can Do It Alone

- Be rock solid on laws and rules regarding ethics
- Learn to count to 10!
- Compromise – take the long view
- Think strategically
- Remember your values and why you ran for office
- Put the community first in all matters



Lean Toward Success

ATTACHMENT A



- Get the lay of the land
- Build relationships with your colleagues
- Be transparent and share your policy interests with one another
- Look for connections and intersections
- Work together to build a support system (*Brown Act caution!*)

Civility is key

Disagree in a Way That Maintains the Team

What if I disagree with a colleague on an issue?

- That's fine! *Just do it with...*



Dignity



Support



Respect



Inclusiveness

HOW MUCH SHOULD I TALK AS A COUNCILMEMBER?

- Be focused, direct, clear, and brief
- Questions and comments can lead to an action/motion
- Democracy simply moves slowly

More About Communication

ATTACHMENT A

Focus on Outcomes

- Be attentive
- Ask clarifying questions

Separate people from the problem

- Focus on interests, not positions
- Invent options for mutual gain
- Insist on using objective criteria



Do Your Homework and Be Prepared

ATTACHMENT A

- Read agenda materials
- Ask questions in advance
- Analyze alternatives
- Set clear rules, policies and procedures for Council meetings
- City Manager shares information with all Councilmembers



Do Your Homework and Be Prepared

ATTACHMENT A

- Involve the City Attorney early
- Ask how to achieve policy goals under the law rather than whether a course of action is legal
- Pay careful attention to Brown Act laws and regulations regarding ethics



[This Photo](#)

[CC BY-SA-NC](#)

Have Fun!



Celebrate
successes



See the humor in
your spectacular
failures



Enjoy your
experiences—you
worked hard to get here!

Existing Council Norms

ATTACHMENT A

- Do not take ourselves so seriously
- Assume positive intentions
- Disagree agreeably
- Support continual learning
- No personal attacks
- Stay objective and focus on the issue (use data to balance emotion)
- Ask questions of the City Manager early on

Existing Council Norms

ATTACHMENT A

- Be clear and consistent on time limits and public input
 - Clarify and hold to time limits
 - Must be on the agenda for public comment
 - Exercise finesse regarding public personal attacks; request respect and focus on the issue/topic
- Maintain practice of City Council/City Manager briefings
- Staff requests go through the City Manager
- Solicit City Attorney guidance early

Council Self-Assessment Survey Results

ATTACHMENT A

Teamwork, respect, and professionalism

- Agreement that Council develops a partnership with the City Manager to govern
- Some disagreement that Councilmembers act with civility and a high level of professional decorum

Clear roles and priorities

- Agreement that Council creates policy while the City Manager is responsible for operations
- Some disagreement that the Council establishes clear goals and priorities

Council Self-Assessment Survey Results

ATTACHMENT A

Effective meetings and preparation

- Agreement that meetings are conducted effectively
- Some disagreement that Councilmembers are always prepared for meetings
- Some disagreement that Councilmembers ask questions on agenda items in advance so that staff can be prepared to respond

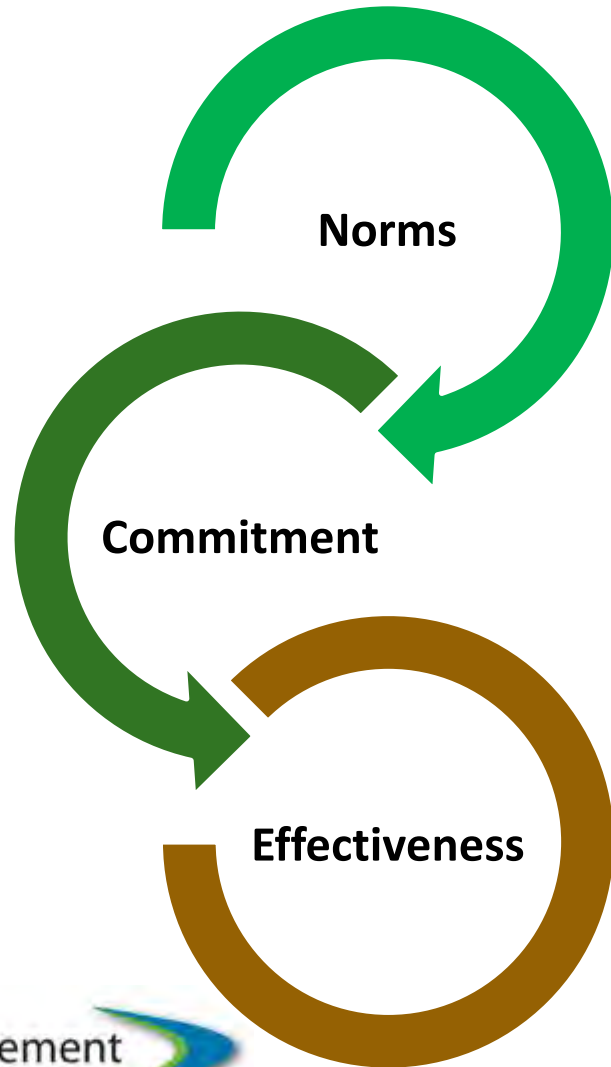
Council Self-Assessment Survey Results

ATTACHMENT A

- **We do our best work as a Council when we...**
 - Focus on conducting the City's business
 - Focus on the business at hand and not on each other
 - Trust and believe that people are acting on best intentions
- **We could improve as a Council in the following area...**
 - Supporting the goals of the whole instead of inserting our own agendas
 - Trust
 - Collaborating and understanding each other, relationship building among Councilmembers

Discussion of Council Norms

ATTACHMENT A

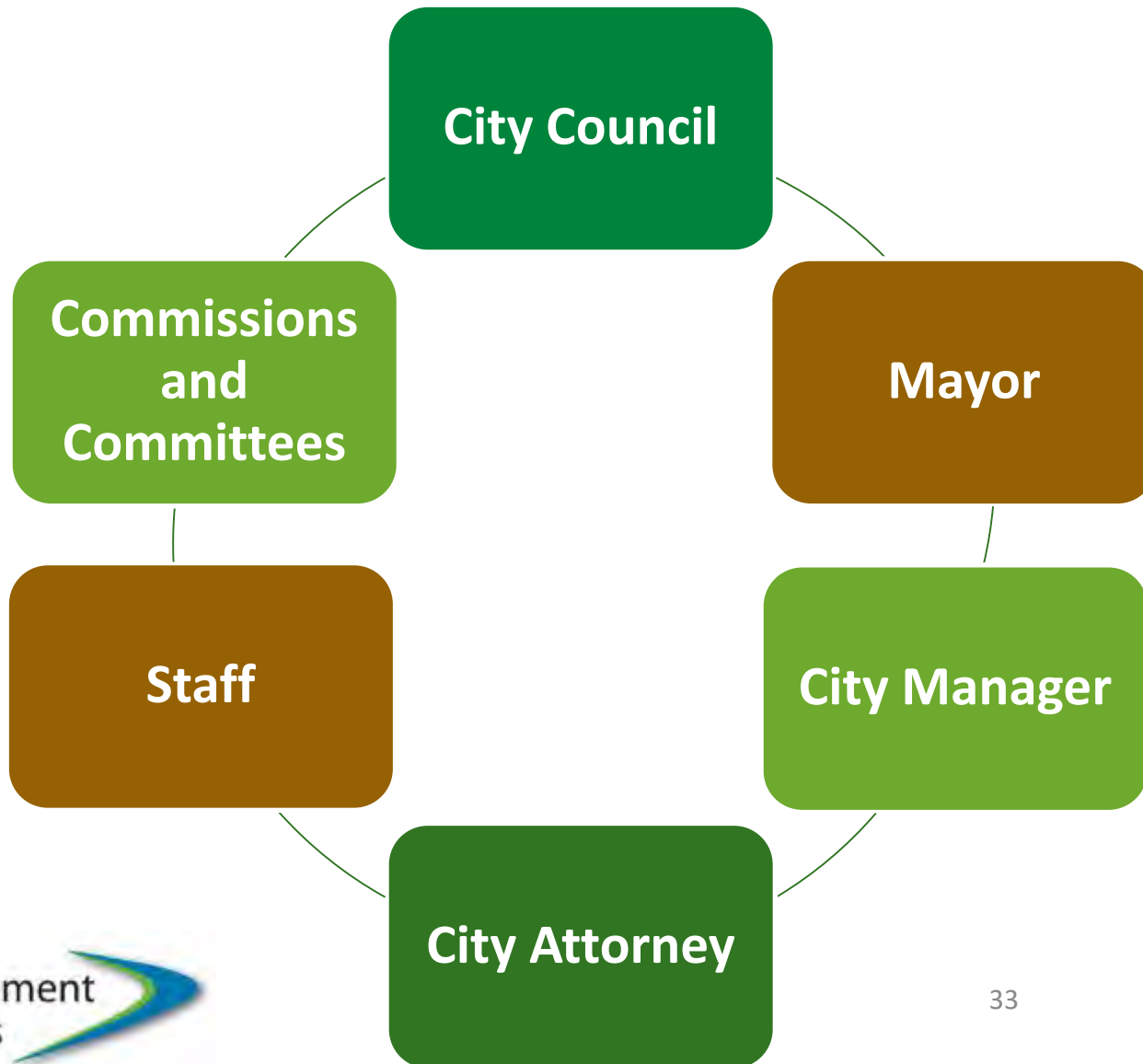


- *What do we want to see continue?*
- *What can be improved?*
- *What can we commit to?*

Break

Have
a
Break

Discussion of Roles



- Policy role
- Administrative role
- Advisory role
- Legal role

Council – City Manager and Staff Partnership



**Everyone
has a
role
to play**



**Council
sets the
goals and
policies**



**Day-to-day
work of the
City is done
by staff**



**Partnership
is critical
for success
of the City**



City Council – City Manager Relationships

- ✓ Sets policy and overall direction
- ✓ Keeps in touch with community concerns
- ✓ Implements Council policy
- ✓ Handles day-to-day operations
- ✓ Offers policy advice
- ✓ Manages staff

City Council – City Manager Relationships

- ✓ Best if the Council is not involved in staff and administrative matters; and
- ✓ Best for the City Manager to not dominate public discussions.

Council Member Role

Mayor's Role

City Manager's Role

Nurture a Strong Council- Manager Partnership



City Attorney's Role

Commissions and Committees

The Importance of Developing Successful City Council and City Manager Relations

ATTACHMENT A

- Organizational Effectiveness
- Mutual Success and Fulfillment
- Positive Staff Morale
- Heightened accountability
- Enhanced Community Confidence
- Community Success and Outcome



What Makes for a Successful City Council and City Manager Relationship?

- Mayor, Councilmembers and City Manager develop a sense of team, working together to further their common purpose
- Individual team members work collaboratively with a high degree of respect, trust and openness
- The team values diversity in style and perspective

What Makes for a Successful City Council and City Manager Relationship?

- Clear understanding of each other's roles, responsibilities, and stated expectations
- Effective communication between the chief executive and the governing board
- Trust

Challenges to Effective Communication and Building Positive Working Relationships

ATTACHMENT A

- Can't control who gets elected or who may have been appointed City Manager prior to your election
- Don't fully appreciate what is expected of each other's respective roles
- Underdeveloped interpersonal skills...or someone else's
- Not putting in the time to work on the relationships
- Not fully understanding the perspectives of City Council, City Manager and the staff
- "Outlier" members of the governing body
- Lack of trust

Strategies and Best Practices to Foster Communication and Build Relationships

- Implement robust new Councilmember orientation program
- Make sure all Councilmembers receive the same information as quickly as possible and at the same time
- Create processes/protocols before things become an issue
- City Manager should meet regularly with all Councilmembers and with Mayor – special briefings with staff on specific topics as warranted

Questions You're Ready to Ask???

Wrap Up and Next Steps

ATTACHMENT A

***Reflection: What was
one takeaway from
today's workshop?***

***Finance
Workshop January 12***

***Priorities and
Training Workshop
January 14***



City of Tracy

Council Workshop – Team building and Norms

Thank you!

Rod Gould, Senior Partner
rgould@managementpartners.com

Nancy Hetrick, Vice President
nhetrick@managementpartners.com



City of Tracy

City Council Workshop – Financial Sustainability

City Council Workshop
January 12, 2021

Nancy Hetrick, Vice-President
Steve Toler, Partner

Management
Partners



ATTACHMENT A Mayor's Welcome





Public Comment

Today's Agenda

- Opening Comments and Workshop Overview
- Ice-breaker
- City's Financial Forecast and Model Demo
- Proposed Budget Principles
- Wrap Up and Next Steps



Today's Objectives

- Develop shared understanding about the City's financial position
- Review potential budget principles and an approach to achieving financial sustainability

Ground Rules

- Listen to understand
- Participate
- Stay focused
- Assume good intent
- Seek consensus
- Speak up if we need a course correction

Bike Rack

- Things to discuss at another time will be tracked separately
- Time management tool



Today's Discussion

ATTACHMENT A

Financial Forecasting

Briefly review the purpose and scope of the financial forecast prepared for the City

Tracy's Financial Forecast

Review assumptions used to create the updated Fiscal Model, the results of the forecast, and gain a shared understanding of the City's budget outlook

Budget Principles and Framework for Fiscal Sustainability

Discuss how cities use budget principles to guide fiscal decisions, and review budget principles developed with the Ad Hoc Council Committee. Introduce a framework for achieving fiscal sustainability

Icebreaker

ATTACHMENT A

- Write a headline you would like to read in the paper five years from today.
- The headline will celebrate a major accomplishment for the city.



City's Financial Forecast



Overview of City's Primary Funds

ATTACHMENT A

- General operations of the city
- Largest revenue sources
 - ☐ Property tax
 - ☐ Sales tax
 - ☐ Hotel tax
 - ☐ Fees and charges
- Largest expenditures
 - ☐ Public safety
 - ☐ Public works
 - ☐ Parks
 - ☐ Recreation
 - ☐ Admin



Restricted or designated for specific uses

Financial Forecasting in Local Government

ATTACHMENT A

How They Are Used

- Fiscal management tool to inform and assist in decision-making
 - Government policies
 - Strategic goals
 - Provision of community services
- Identifies future revenue and expenditure trends
- Integral to annual budget process
- Promotes sound fiscal discipline in service delivery

What Makes Them Useful

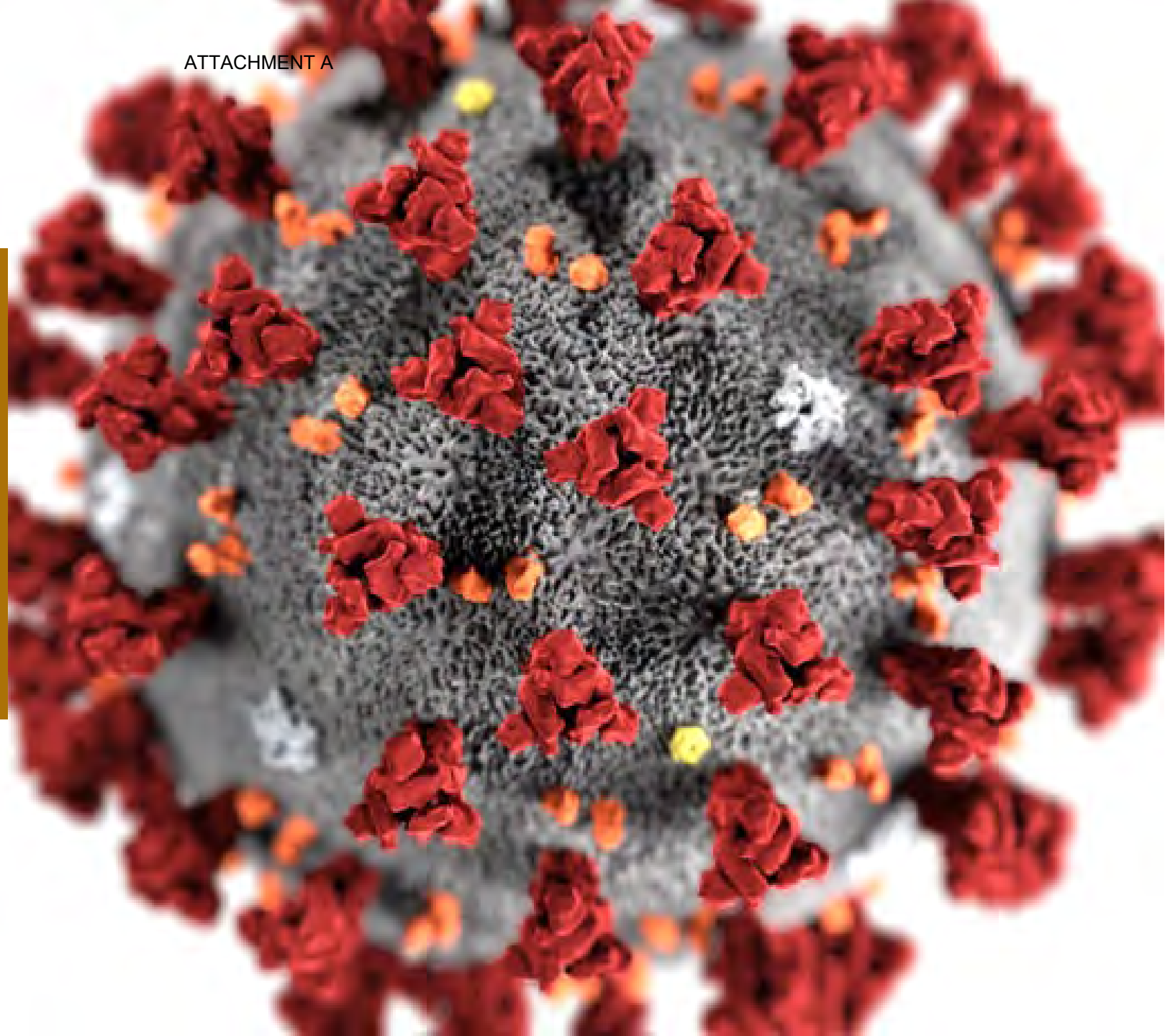
- Credible
 - Transparency
 - Descriptive of external forces
 - Within acceptable accuracy tolerances
 - Solid set of assumptions
- Understandable
 - Clear, simple, reasoned
 - Relating assumptions to projections
 - Implications
- Linked to sound fiscal practices
 - Reserve policies
 - Maintaining structural balance
 - Long-term fiscal planning

Key Drivers to Any Fiscal Model

ATTACHMENT A



Recessionary Impacts and Actions Taken



FY 2020-21 Budget Forecast - Key Assumptions

ATTACHMENT A

Revenues

- Property tax – 5% growth
- Sales Tax – nominal recessionary impact after FY 2021; new sales tax generators in FY 2022 and 2025
- Other revenues – 2-3% growth
- Solid waste franchise fees – \$2 million increase starting in FY 2021
- Measure V sales tax – earmarked for capital expenditures
- CARES Act – One-time federal aid of \$1.2 million

Reserves

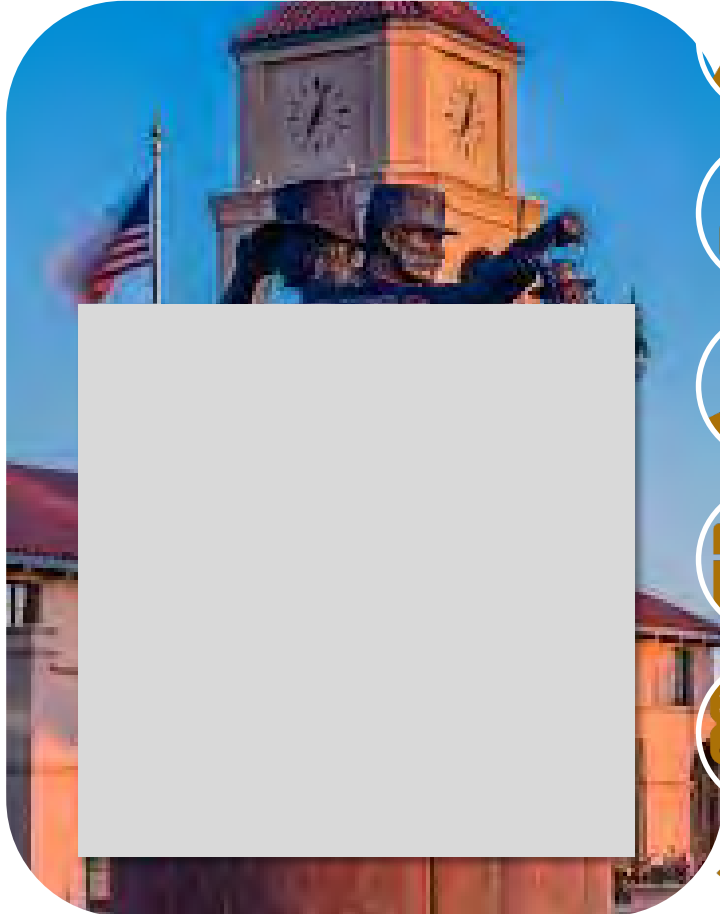
- Target reserve level – 10% of annual operating expenditures
- Emergency/contingency reserves – 20% of annual operating expenditures

Expenditures/Transfers

- Salaries – 2% growth, plus 1.7% growth for step increases (recent base salary increases has been 4%)
- CalPERS retirement costs – growth of 20% through FY 2027
 - Actual return FY 2020 – 4.7%
 - Discount rate projected to be reduced from 7% to 6.5% by FY 2026
- Other costs – 2% growth
- Measure V transfers – repayment of short-term reduction of transfer in FY 2021 over three year period by FY 2024
- No anticipated increases in General Fund operating costs related to Measure V-funded capital projects

Budget Strategies Incorporated into FY 2020-21 Adopted Budget

ATTACHMENT A



Hiring freeze for non-essential positions



Defer purchase of new vehicles and equipment



Delay allocation of Mayor's Community Youth Support Network grant program



Reduce professional services contracts and supplies

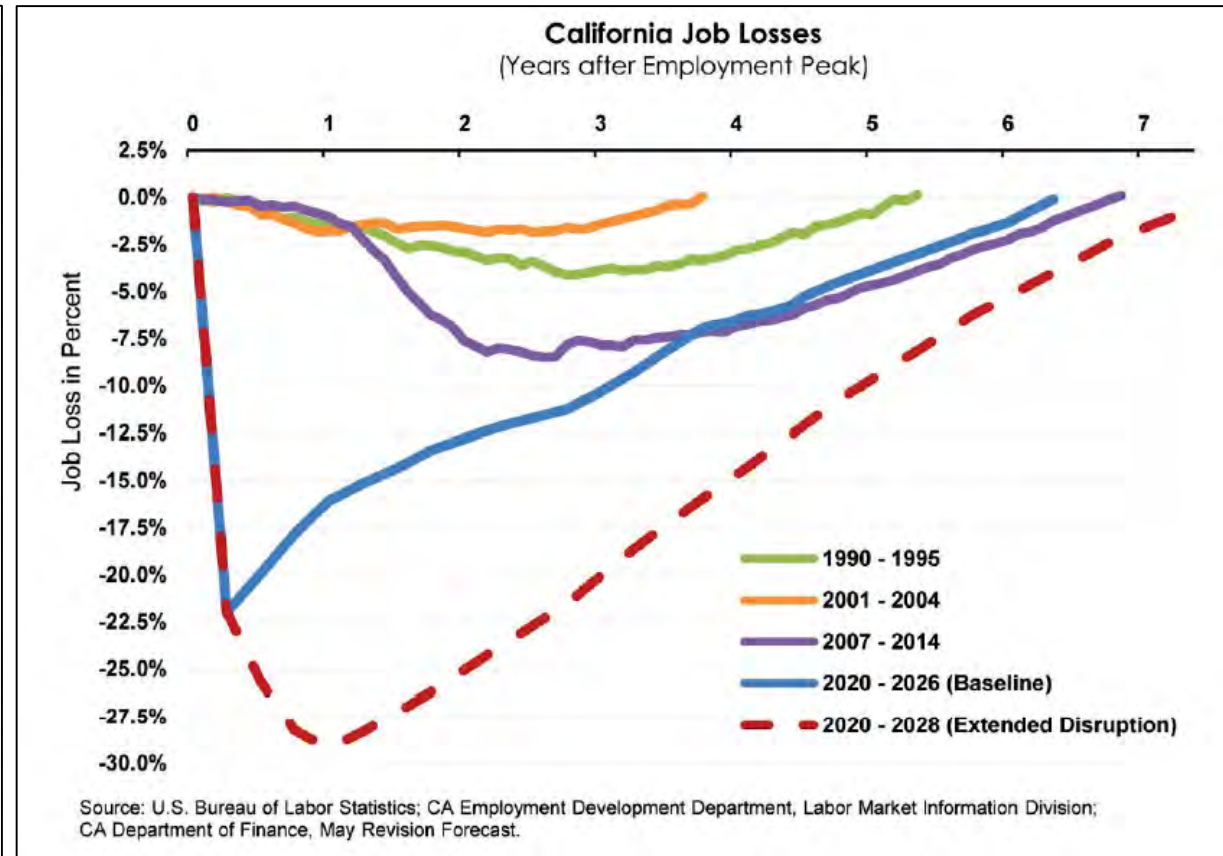
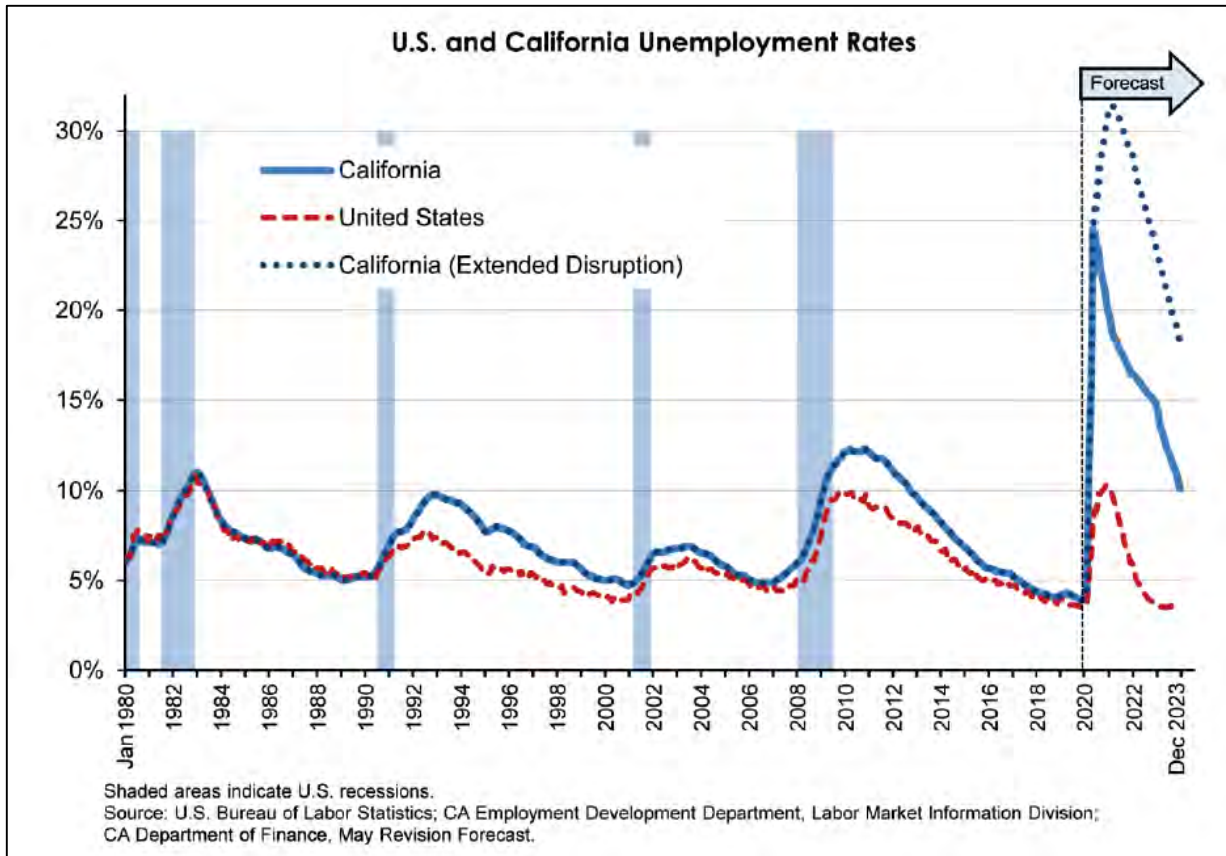


Use remaining balance of Budget Stabilization Reserve



Temporary borrowing of Measure V sales tax revenues in FY 2021

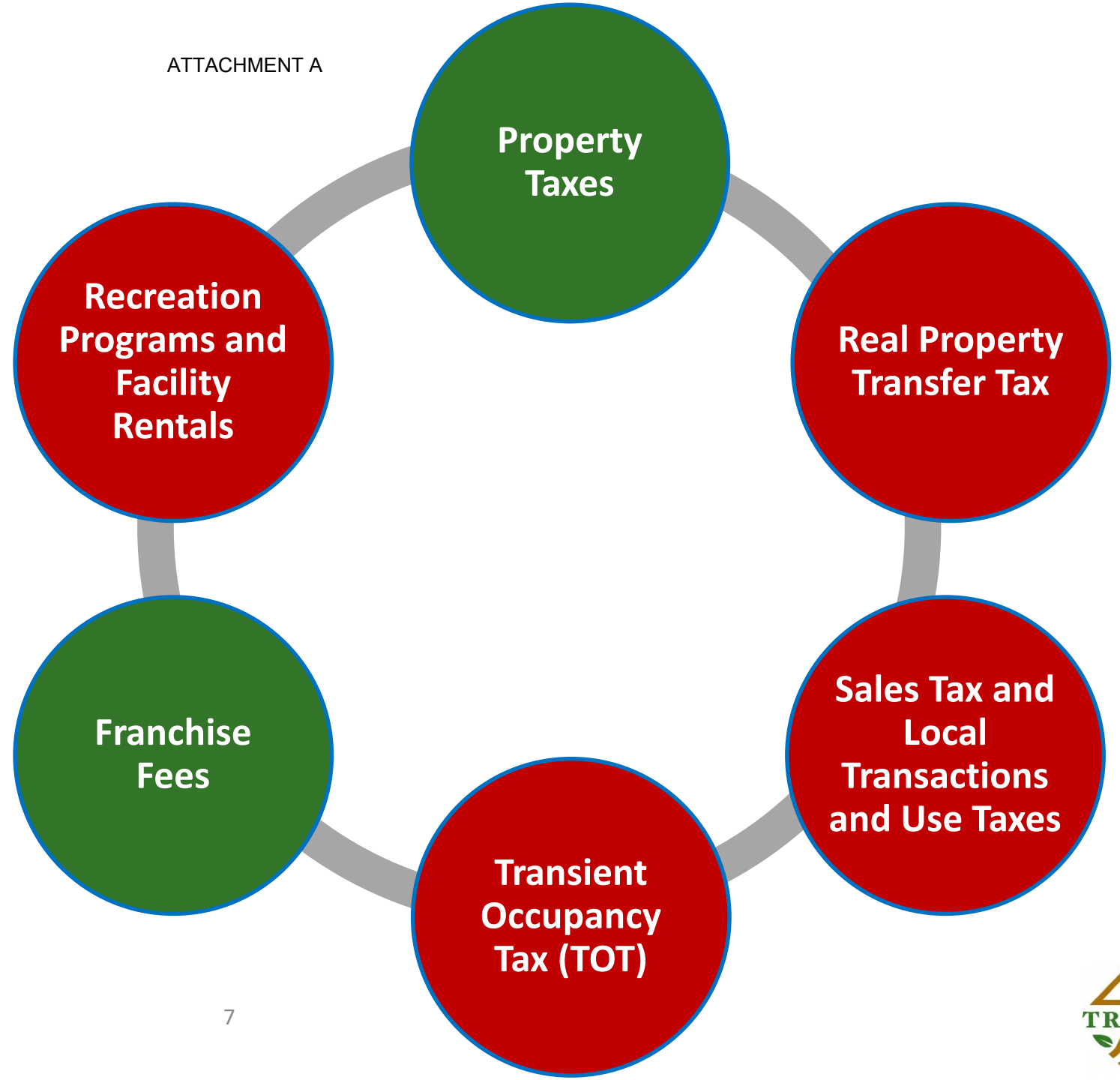
CA Department of Finance Anticipating Long Recession



- Severe recession anticipated even under the “best-case scenario”
- Extended recession would have long-lasting impacts

Impacts to Local Government Revenues

ATTACHMENT A



Impacts from Prolonged Recession

ATTACHMENT A

- **Shelter-in-place and/or significant business restrictions probable** with current virus resurgence
- Severity of the shutdown's impact on unemployment will have a **prolonged impact into the next several years**
- Impacts from this **third wave of the virus** in winter may lead to additional restrictions including shelter-in-place orders
- **Economic recovery** will likely take 3 to 4 years
- **Widely available vaccination** will be critical to long-term economic recovery



Decline in **sales tax** revenues



Franchise fee revenues expected to remain stable



Potential decline in **property taxes** due to Prop 8 reassessments



Decline in **transient occupancy tax**



Decline in **recreation revenues**



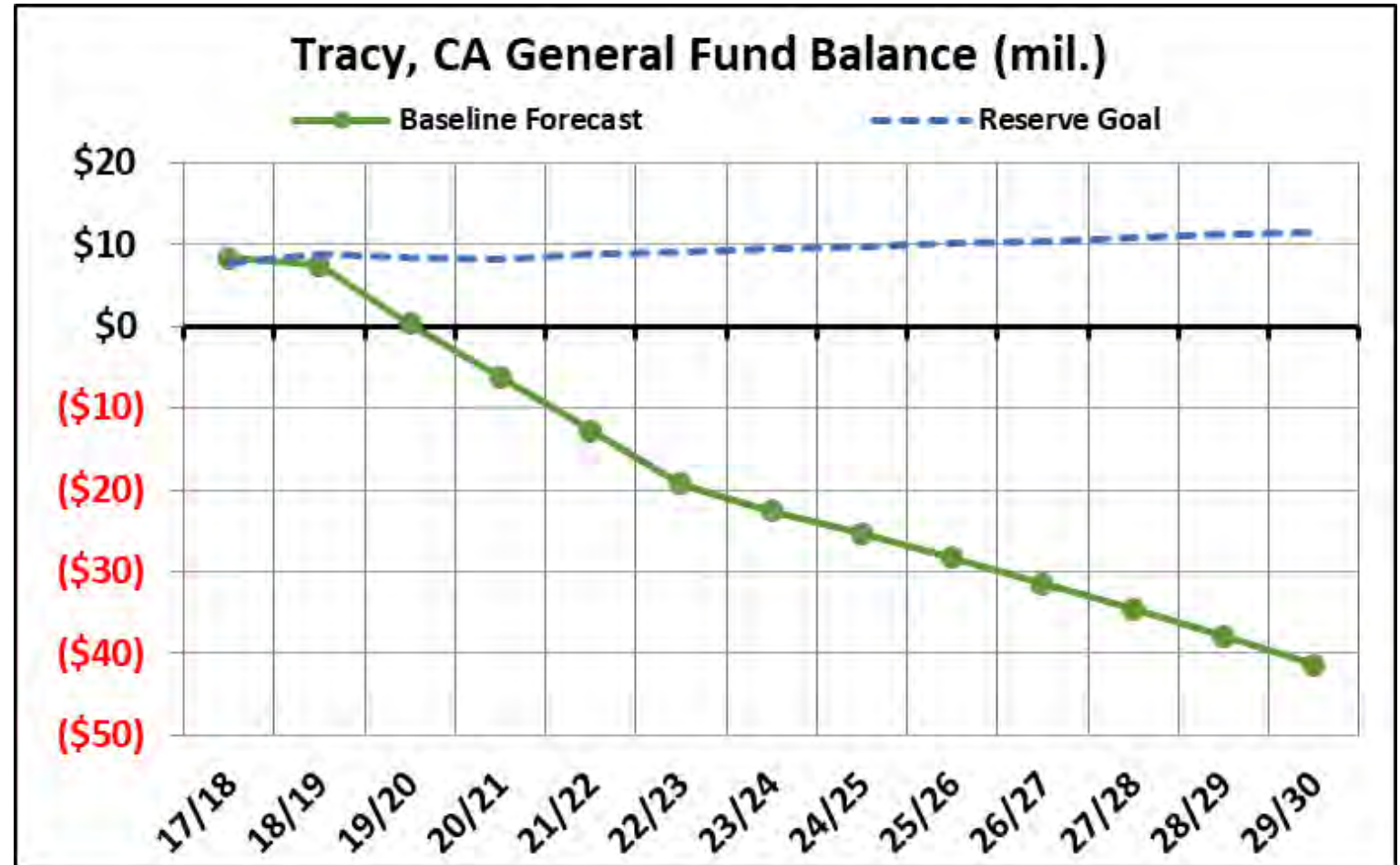
Decline in **property transfer tax** revenues with potential slowdown in home sales

FY 2020-21 Budget Forecast

Tracy's Fiscal Situation as Recession Began

ATTACHMENT A

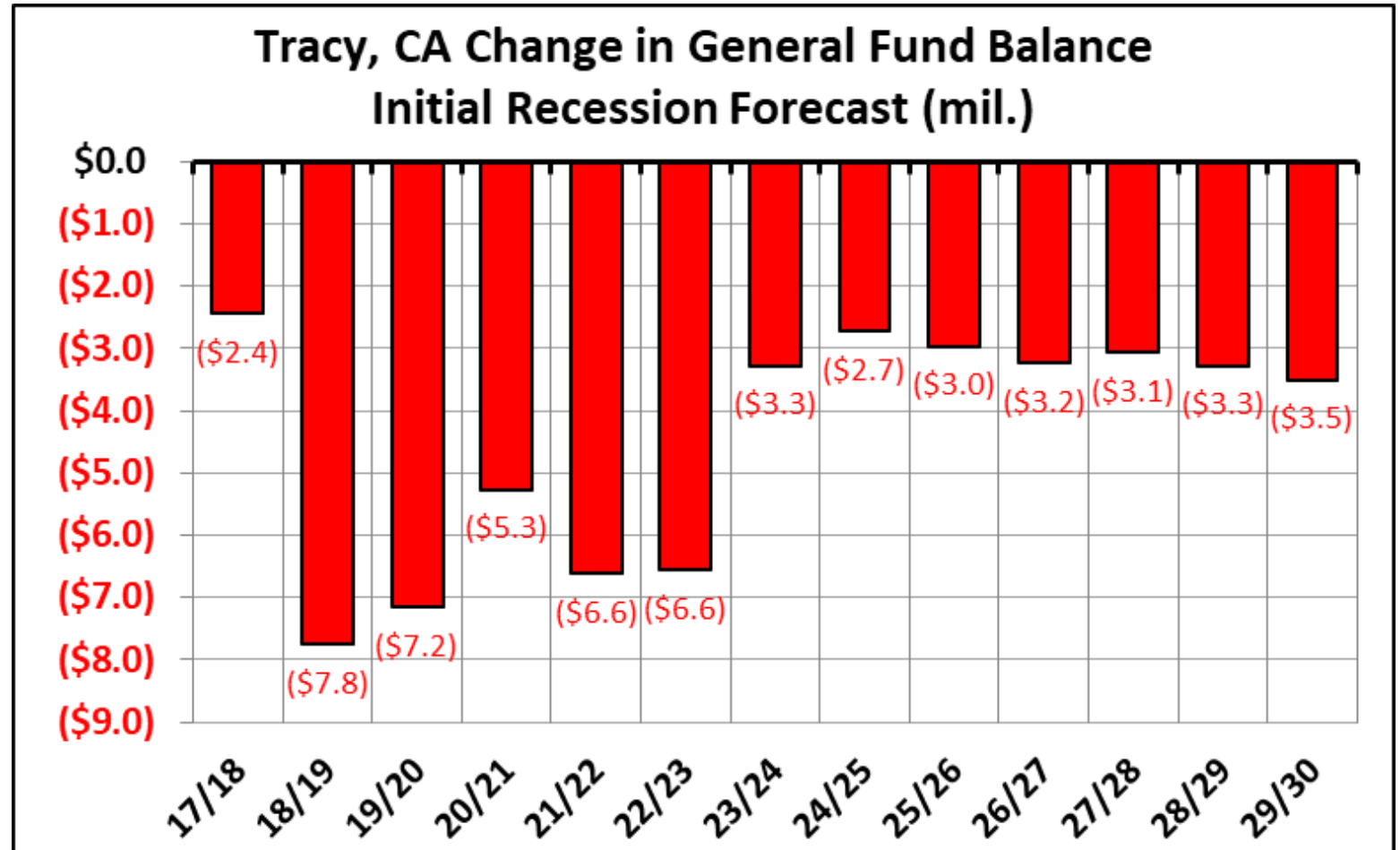
- Significant fiscal deficit starting at \$6.5 million in FY 2021
- City ended FY 2020 with General Fund reserves above zero
- Action is required in FY 2021 to maintain available reserves above zero



FY 2020-2021 Budget Forecast

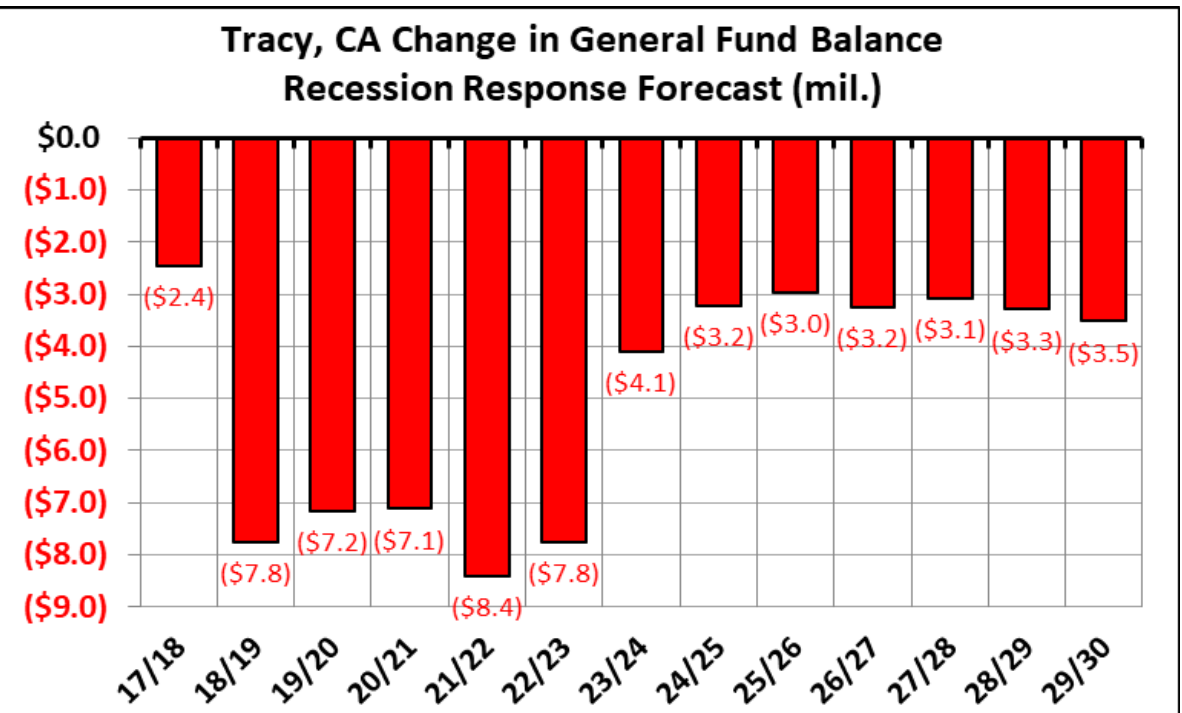
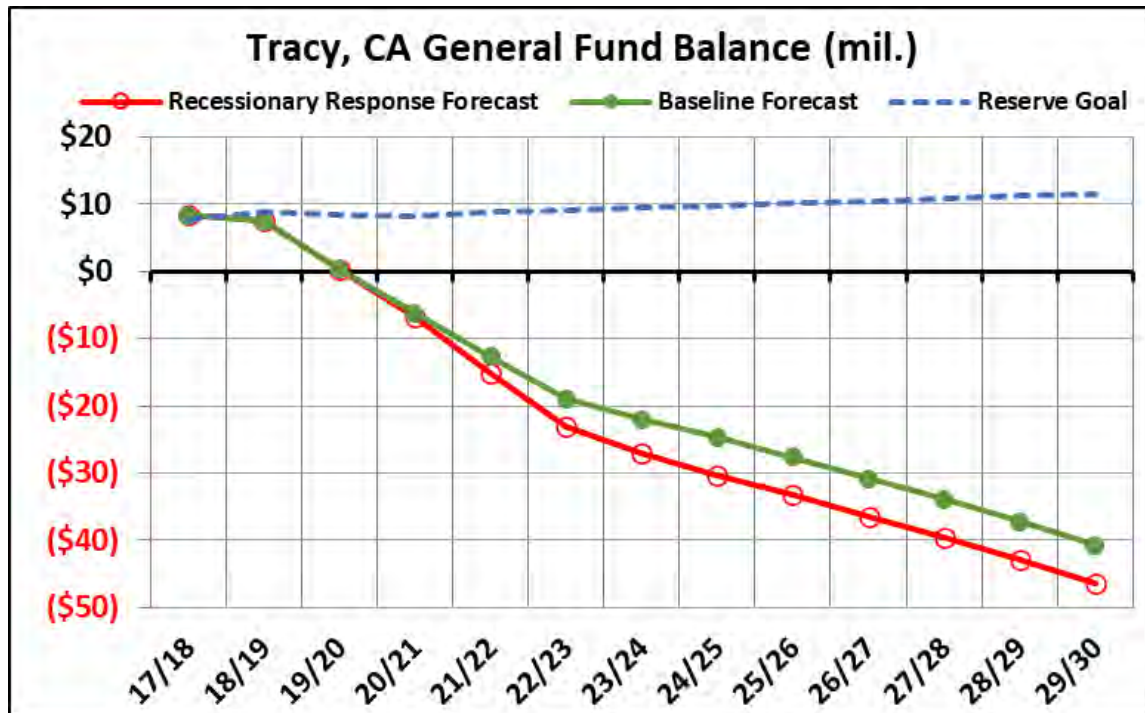
General Fund Structural Deficit

- Tracy faces a long-range deficit that would level out to \$3.5 million annually
- This reflects known revenue impacts to FY 2021 only (i.e. a modified “V”-shaped recession)



Tracy's Recessionary Outlook

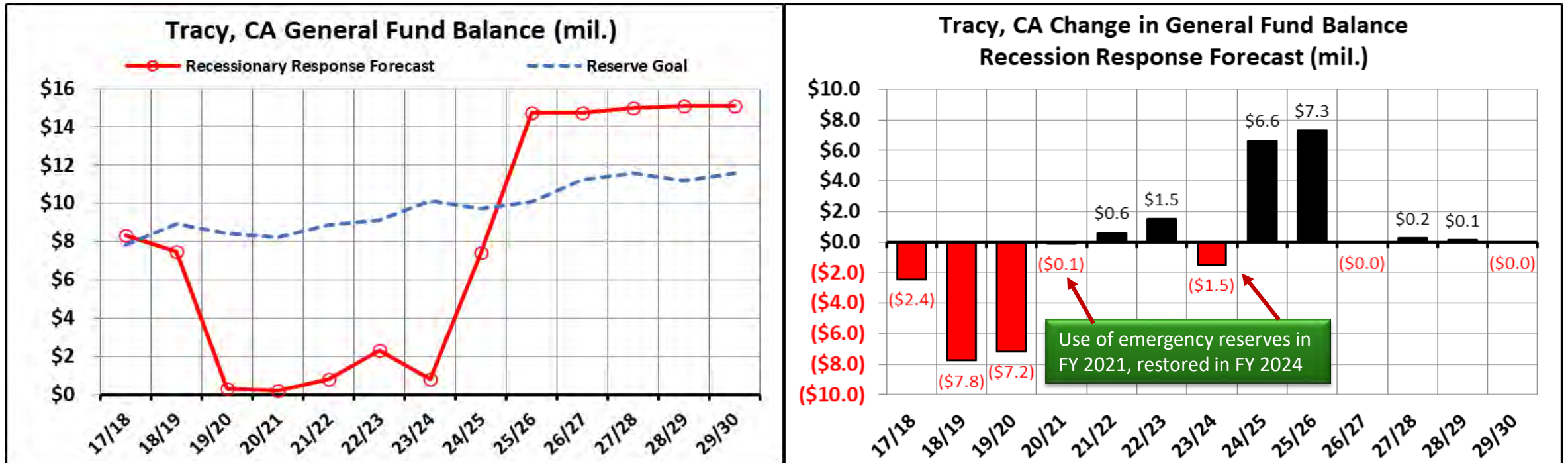
ATTACHMENT A



- Structural deficit climbs to \$8.4 million in FY 2022, with long-term gap of nearly \$3.5 million by FY 2030
- Unassigned and budget stabilization reserves depleted below zero in FY 2021, would not be restored without corrective action
- Requires use of emergency/contingency reserves or other measures in FY 2021, and \$9 million in budget solutions in FY 2022, with restoration of \$7 million starting in FY 2025

Budget Strategies of \$9 Million Required to Restore General Fund Reserves

ATTACHMENT A



- Budget strategies required to maintain reserves above zero and restore to reserve goal
 - Total of \$7 million in use of emergency/contingency reserves in FY 2021, to be restored in FY 2024
 - Ongoing budget strategies totaling \$9 million (10% of annual General Fund expenditures) in FY 2022
 - Restoration of services totaling \$7.5 million possible starting in FY 2027 (or in FY 2026 phased in ratably over 2 years) after reserves are restored at or above reserve goal

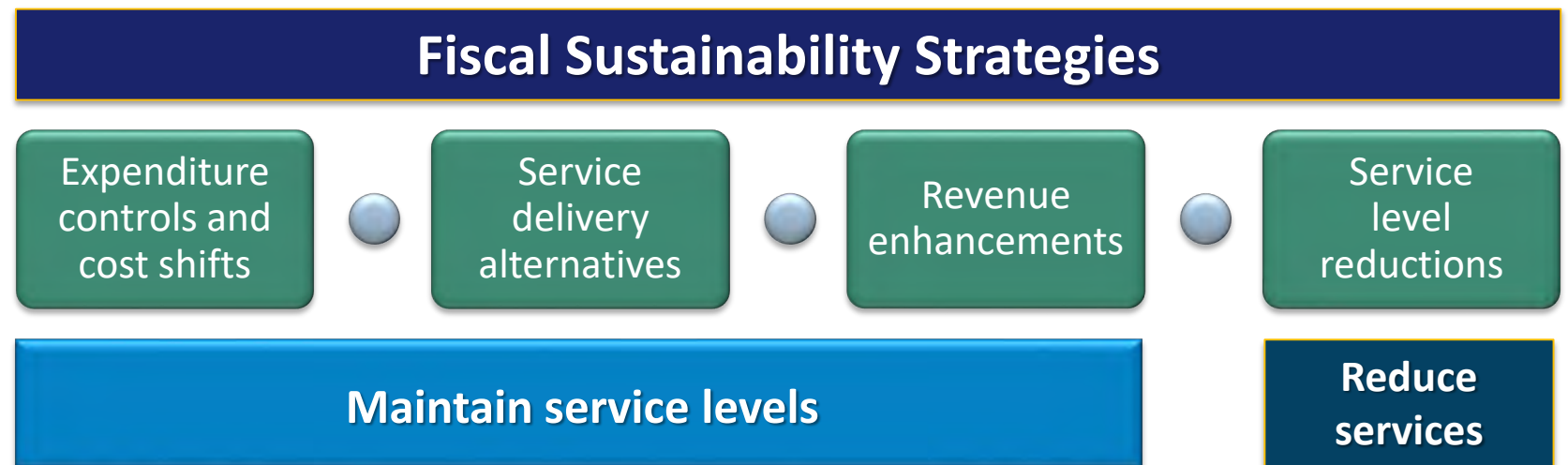
Fiscal Sustainability Planning



Long Term Budget Strategies

Fiscal Sustainability Planning

- Comprehensive set of fiscal policies and action steps to provide services in the long term without threat of solvency or default of promised expenditures or liabilities
- In-depth analysis of fiscal strategies
 - Fiscal impact
 - Feasibility
- Implementation Action Plan



Sample Budget Strategies – Cost Efficiencies

ATTACHMENT A

Expenditure Controls/Cost Shifts



School resource officer

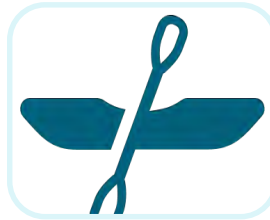


Ballfields and parks lease costs

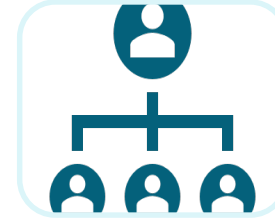


Cost allocation plan

Service Delivery Alternatives



Parks maintenance costs



City organizational structure



Jail provider alternatives



Fleet maintenance alternatives



Parks capital improvements plans

Sample Budget Strategies – Revenue Enhancements

ATTACHMENT A

City Council Approval (Councilmanic)



Solid waste
franchise fees

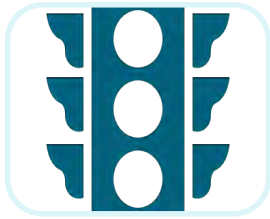


Photo traffic
enforcement



New residential
development areas



Fees for special
events



Business
registration fees

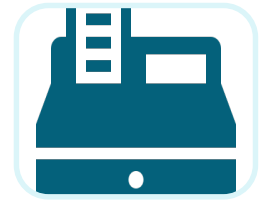


Development
services fees

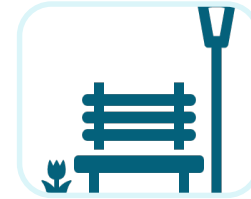
Voter Approval



Business license
tax



Local sales tax



Parks assessment
district



Utility users' tax

Sample Budget Strategies – Reductions and Total Impact

Service Level Reductions



Street pavement standards



Travel, meetings and consulting contracts



Recreation coordination activities



Other General Fund service reductions

Total Fiscal Impact of All Solutions

Category	Total Annual Fiscal Impact
Expenditure controls/cost shifts	\$XXX,000
Service delivery changes	\$XXX,000
Revenue enhancements	\$X.X million to \$Y.Y million
Service level reductions	\$X.X million
Total	\$X.X million to \$X.X million
Goal	\$X.X million

Selecting the Right Strategies

ATTACHMENT A

The right
mix of
budget
strategies

- Community priorities
- Organizational priorities
- Budget principles
- Short-term measures
- Long-term sustainability

Budget Principles



Proposed Budget Principles

ATTACHMENT A

1 Ongoing expenditures = revenues

2 One-time revenue $\neq$ ongoing use

3 Structural gap fixed within 10 years

4 Minimum reserves (17% + 13%)

5 Operational impacts of capital projects

6 Enterprise funds self-reliant

7 Full cost recovery

8 No subsidies for private development

9 No earmarking discretionary funds

X Long-term fiscal model

11 Budget amendments require funding source

12 Service level reductions last resort

Wrap Up and Next Steps

ATTACHMENT A

***Reflection: What was one
takeaway from today's
workshop?***

***Priorities and Training
Workshop January 14***



Thank you!

Contact Information



Nancy Hetrick | (408) 674-3369 | NHetrick@managementpartners.com

Steve Toler | (650) 918-7017 | SToler@managementpartners.com

City of Tracy

City Council Workshop – Priority-Setting

City Council Workshop
January 14, 2021

Nancy Hetrick, Vice-President
Claire Coleman, Senior Management Analyst

Management
Partners





Public Comment – Non-Agenda Items

ATTACHMENT A City Manager's Comments



To Comment Remotely on: Items from the Audience

(Public comment period limited to 15 minutes maximum)

- **Call: (209) 831-6010**
- **Comment by visiting the following link:**
<https://cityoftracyevents.webex.com> and using the following:
 - **Event Number:** 126 580 7652
 - **Event Password:** TracyCC
 - **Raise your hand to speak by clicking on the Hand icon**  **on the Participants panel**

Today's Agenda

ATTACHMENT A

Morning

- Public Comment
- Who inspires us?
- Affirm Council Norms
- City Manager's Update:
Strategic Priorities Updates and
Achievements
- Discuss Priorities
- Wrap up and next steps

Afternoon

- Brown Act
- Parliamentary Training

Today's Objectives

- Get agreement on Council Norms
- Set priorities for the next year
- Learn about the Brown Act and parliamentary process



Ground Rules

- Listen to understand
- Participate
- Stay focused
- Assume good intent
- Seek consensus
- Speak up if we need a course correction



Bike Rack

- Things to discuss at another time will be tracked separately
- Time management tool



Icebreaker

Who is one person
that inspired you
early in life?



Affirm Council Norms

ATTACHMENT A

- Assume positive intentions
- Do not take ourselves so seriously
- Disagree agreeably
- Support continual learning
- No personal attacks
- Come prepared (do our homework)
- Stay objective and focus on the issue (use data to balance emotion)
- Be clear and consistent on time limits and public input
- Maintain practice of City Council/City Manager briefings
- Ask questions of the City Manager early on
- Solicit City Attorney guidance early on
- Make staff requests through the City Manager

What do these look like in practice?

Are there any desired changes?

City Manager's Update

Strategic Priorities – Updates and Achievements

Management
Partners



ATTACHMENT A Strategic Priorities

- **Economic Development**
 - To enhance the competitiveness of the City while further developing a strong and diverse economic base.
- **Governance**
 - To enhance fiscal stability, retain and attract new talent, improve the use of technology, and enhance transparency for the betterment of the Tracy community.

Strategic Priorities

ATTACHMENT A

- **Public Safety**

- To enhance community safety by promoting a responsive public safety system that includes civic engagement and partnerships, community involvement, public education, and prevention, intervention, and suppression services that meet the needs of Tracy residents.

- **Quality of Life**

- 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.

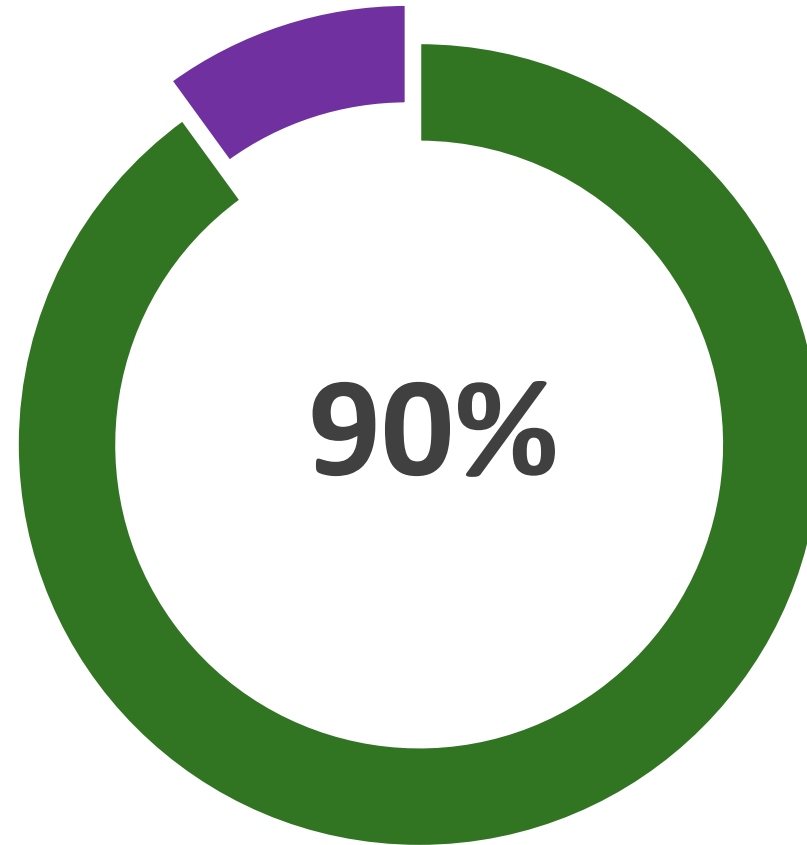
Accomplishments

ATTACHMENT A

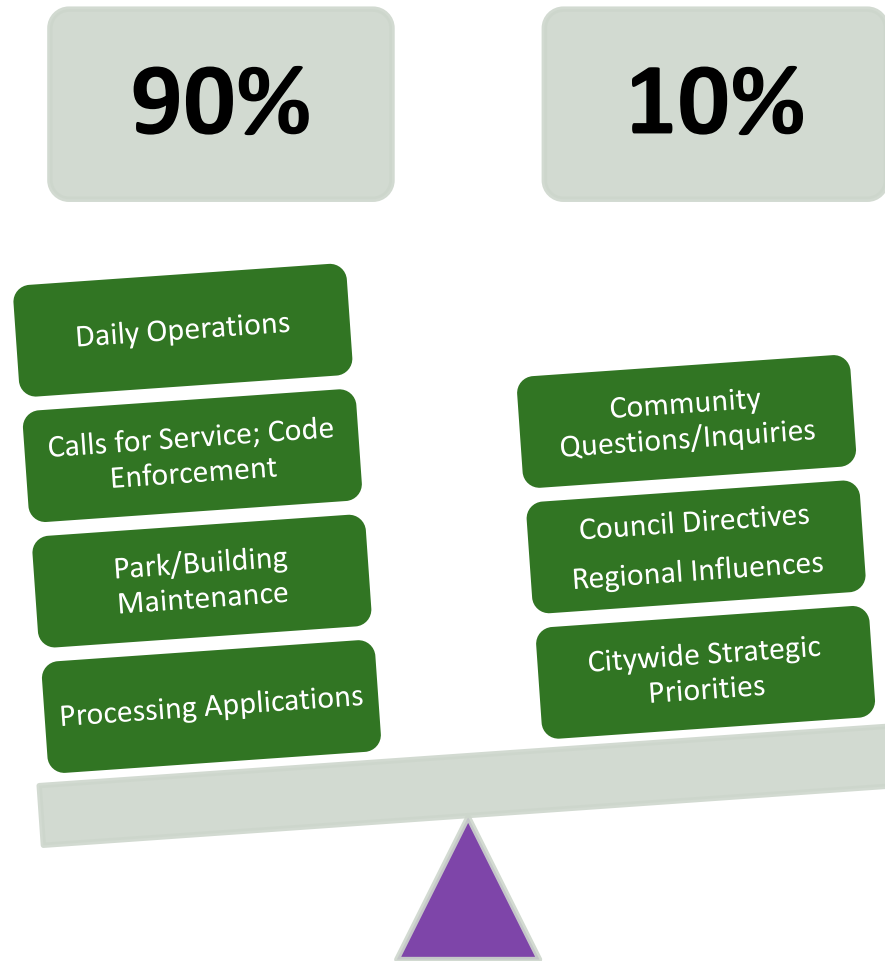


[This Photo](#) by Unknown Author is licensed under [CC BY-ND](#)

Citywide Efforts



Citywide Efforts



Short Break

ATTACHMENT A



Establishing Short-term and Multi-year Priorities

ATTACHMENT A

- Short-term priorities are defined as:
 - Initiatives that are expected to be completed within the next 12-18 months and have been identified as a top priority.
- Multi-year priorities are defined as:
 - Major initiative that will require ongoing attention and action but that are not likely to be complete with 12-18 months.

Strategic Priority – Economic Development

ATTACHMENT A

Identified Priorities

- Continue to Support Valley Link
- Continue to Advance Transient Oriented Development (TOD) opportunities
- Attract businesses and jobs that meet the needs and desires of the community
- Support local businesses impacted by COVID

Are these the right areas of focus? Is anything missing?

What can be accomplished in the next 12-18 months?

Strategic Priority – Governance

ATTACHMENT A

Identified Priorities

- Model good governance, teamwork and transparency
- Ensure short and long-term fiscal health
 - **Develop a Financial Sustainability Plan**
- Increase Public Awareness around City finances and other civic matters

Are these the right areas of focus? Is anything missing?

What can be accomplished in the next 12-18 months?

Strategic Priority – Public Safety

ATTACHMENT A

Identified Priorities

- Continue to address Homelessness (open Emergency Shelter)
- Complete Citywide Emergency Operations Plan & Training
- Continue to strengthen community safety through crime prevention reduction activities
- Complete Fiscal Analysis and SSJCFA Personnel Transition Plan

Are these the right areas of focus? Is anything missing?

What can be accomplished in the next 12-18 months?

Strategic Priority – Quality of Life

ATTACHMENT A

Identified Priorities

- Advance green and roadway infrastructure projects that improve connectivity, including bike lanes
- Advance Measure V amenities planning
- Implement Equity and Empowerment Initiative
- Implement affordable housing initiatives
- Enhance community engagement through technology

Are these the right areas of focus? Is anything missing?

What can be accomplished in the next 12-18 months?

Affirming Short-Term Priorities

Priorities

Wrap Up and Next Steps

ATTACHMENT A

*What was one useful
takeaway from
today's workshop?*

*Management
Partners will prepare
a workshop report*

*Please complete
the workshop
evaluation form*



Thank you!

Contact Information

Management
Partners



Nancy Hetrick | (408) 674-3369 | NHetrick@managementpartners.com
Claire Coleman | (530) 204-8934 | Ccoleman@managementpartners.com

2021-2023 STRATEGIC PRIORITIES WORKPLAN

Governance

To enhance fiscal stability, retain and attract new talent, improve the use of technology, and enhance transparency for the betterment of the Tracy community.

Multi-Year Priorities	Short-Term Priorities	Estimated Completion	Department Lead
Model good governance, teamwork, and transparency.	1. Evaluate City advisory bodies' scope and policy framework and provide recommendations to Council. 2. Conduct Advisory Bodies Code of Conduct Training. 3. Identify Council public service announcement opportunities within available budget.	1. Q3 2021 2. Q2 2022 3. Q1 2021 & Ongoing	City Manager's Office
Ensure short and long-term fiscal health.	1. Develop and provide policy recommendations to balance the City's budget. 2. Adopt Council Budget Principles. 3. Develop a Financial Sustainability Plan to address long-term fiscal challenges. 4. Update City Purchasing Policy. 5. Develop City Grant Policy. 6. Complete Rate and Fee Studies: Solid Waste, Wastewater, Citywide, Core Fees, Master Impact Fees. 7. Initiate Cost Allocation Study; create replacement schedules for Vehicle and Equipment; building maintenance; Information Technology.	1. Q2 2022 2. Q1 2021 3. Q2 2021 4. Q3 2021 5. Q2 2021 6. Q2 2021 & Q3 2021 7. Q2 2021 8. Ongoing 9. Q3 2021 10. Q4 2022	Finance Department

	8. Develop long-term funding options for City Services, including but not limited to road and park maintenance and replacement (City, LMD, and CFD). 9. Develop funding plan for fire station construction. 10. Continue implementation of Fiscal Sustainability Plan		
Increase Public Awareness around City finances and other civic matters.	1. Conduct informational, virtual Council/Community Workshops. 2. Partner with local community organizations to showcase City services. 3. Develop and implement public service announcements via the City's social media platforms.	1. Q3 2021 2. Q1 2022 3. Q3 2021	City Manager's Office
Enhance community engagement through technology.	1. Conduct National Community Survey (NCS) to better assess community priorities. 2. Implement new City website content management system (CMS).	1. Q4 2021 2. Q4 2021	City Manager's Office

Public Safety

To enhance community safety by promoting a responsive public safety system that includes civic engagement and partnerships, community involvement, public education, and prevention, intervention, and suppression services that meet the needs of Tracy residents.

Multi-Year Priorities	Short-Term Priorities	Estimated Completion	LEAD
Implement the Adopted Homelessness Strategic Plan.	1. Secure capital funding to construct a Temporary Emergency Housing Facility (Arbor Rd Project).	1. Q2 2021 – Funding; 2021 Construction	City Manager's Office

	- Secure ongoing funding to operate the facility. - Partner and contract with shelter service providers to operate the facility. - Coordinate/facilitate regular meeting with local homeless service providers to better deliver homeless/social services to the community. - Identify local, state, and federal funding opportunities to continue to address homeless support services during the COVID-19 pandemic.	- Ongoing - Q3, Q4 2021 - Q2 2021 - Ongoing	
Strengthen Citywide Emergency Operations Preparedness.	Develop a Citywide Emergency Operations Plan, including Council and staff training and a local pandemic response plan.	Q4 2021	South San Joaquin County Fire Authority and Tracy & Police Department
Continue to strengthen community safety through crime prevention reduction activities.	Continue to enhance and implement the use of technology (such as social media, stationary cameras, drones, and crime analytics) to generate evidence based intelligence to enhance enforcement efforts.	Q3 2021	Tracy Police Department
Partner with the South San Joaquin County Fire Authority (SSJCFA) to Complete Phase 2 of the Personnel Transition Plan.	- Complete and Present Fiscal Analysis of the SSJCFA Personnel Transition Plan (Phase 2) to Council. - Coordinate with SSJCFA to present the Personnel Transition Plan (Phase 2) to Council.	- Q4 2021 - Q4 2021	City Manager's Office & South San Joaquin County Fire Authority
Implement Equity and Empowerment Strategies/Initiatives.	Continue supporting policies and best practices that prevent police violence, as referenced in the approved Tracy Equity and Empowerment Initiative.	Q3 2020 & Ongoing	Tracy Police Department

	- Continue to participate in training opportunities focused on fairness in policing, de-escalation strategies, implicit bias, cultural competency, and officer wellness. - Present use of force data to Council through the Tracy Police Department Annual Report and publish online for public viewing.	- Q4 2021 - Q1 2021	
Support COVID-19 public health recovery.	Coordinate with the San Joaquin County Public Health Department and Office of Emergency Services to implement and manage a Vaccination Plan in Tracy.	1. Q1 2021 & Ongoing	City Manager's Office & South San Joaquin County Fire Authority

Economic Development

To enhance the competitiveness of the City while further developing a strong and diverse economic base.

Multi-Year Priorities	Short-Term Priorities	Estimated Completion	Lead
Continue to Support Valley Link.	- Respond and provide feedback on the Valley Link Environmental Impact Report (EIR). - Maintain quarterly contact with Valley Link Executive Director. - Rezone industrial land on 3rd Street near the downtown bowtie area for residential development. - Continue lobbying efforts at the State and Federal level in support of funding for Valley Link. - Participate in Valley Link board meetings.	- Ongoing - Ongoing - Q2 2022 - Ongoing - Ongoing	Development Services

Continue to Advance Transient Oriented Development (TOD) opportunities.	1. Approve Scope of Work to begin Transit Oriented Development (TOD) Plan. 2. Conduct TOD Stakeholder and community outreach meetings. 3. Draft land use conceptual plans and alternatives. 4. Conduct market and fiscal analyses. 5. Draft TOD Specific Plan. 6. Prepare Administrative Draft Environmental Impact Report.	1. Q1 2021 2. Q3 2021 3. Q4 2021 4. Q4 2021 5. Q2 2022 6. Q2 2022	Development Services
Attract businesses and jobs that meet the needs and desires of the community.	1. Conduct Council workshop on the City's Economic Development efforts and strategies. 2. Develop FY 21-23 Economic Development Strategic Plan. 3. Update the City's retail and industrial business attraction list. 4. Develop and implement a marketing campaign to attract specific businesses and industries. 5. Promote the City at trade shows and industry events (post pandemic).	1. Q3 2021 2. Q4 2021 3. Q3 2021 4. Q1 2022 5. Ongoing	Economic Development
Support local businesses impacted by COVID.	1. Support local businesses and streamline the process for businesses to reopen in accordance with public health regulations. 2. Coordinate with the Tracy Chamber of Commerce and Tracy City Center Association (TCCA) to develop and	1. Ongoing 2. Q2 2021 3. Q3 2021 4. Q4 2021	Economic Development

	implement a “Shop Tracy” marketing and outreach campaign. - Administer remaining funds for the Small Business Relief Grant Program and other small business loans. - Coordinate a roundtable discussion and response to industry needs. - Award FY 2021-22 Community Development Block Grant funding. - Implement FY 2021-22 Community Development Block Grant funding.	5. Q2 2021 6. Q1 2022	
Develop policies to target new jobs in innovative industries (e.g., cannabis; green industry).	- Complete issuance of cannabis business permits. - Complete Conditional Use Permit processes for cannabis Business Permit holders. - Initiate second round of Cannabis Business Permits. - Identify and market industrial properties attractive to Electric Vehicle (EV) testing and development. - Initiate marketing for enhancement of the green economy cluster and develop strategies for business growth and attraction. - Rezone and complete environmental review for the Chrisman Road property to attract innovation industry tenants.	1. Q2 2021 2. Q1 2022 3. Q4 2021 4. Ongoing 5. Q2 2022 6. Q4 2022	Development Services / Economic Development
Pursue Smart Growth strategies for balanced	Conduct Council workshop on residential growth management.	1. Q1 2021	Development Services

growth in the City of Tracy.	2. Conduct Council workshop on General Plan Land Use and Circulation Elements, and the Transportation Master Plan. 3. Rezone Tracy Gateway property for mix of land uses to attract businesses, future hospital, range of residential, and various types of assisted and independent/senior housing. 4. Pursue zoning ordinance amendments to increase residential densities.	2. Q4 2021 3. Q3 2022 4. Q2 2022	

Quality of Life

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.

Multi-Year Priorities	Short-Term Priorities	Estimated Completion	Lead
Advance green and roadway infrastructure projects that improve connectivity, including bike lanes.	1. Complete PCI Road Condition study. 2. Continue Corral Hollow Road Widening Project between Park Side Drive and Linne Road: a. Complete acquisition of Rights of Way. b. Complete design. c. Advertise for construction bids. d. Award construction contract. e. Start construction. f. Complete construction. 3. Complete Phase 2B Wastewater Treatment Plant Expansion:	1. Q3 2021 2. a. Q2 2021 b. Q3 2021 c. Q3 2021 d. Q3 2021 e. Q3 2021 f. Q2 2023 3. a. Q1 2021	Development Services Utilities Utilities

	a. Advertise for construction bids. b. Award construction contract. c. Start construction. d. Complete construction. 4. Adopt new Citywide Infrastructure Master Plans. 5. Include green technologies in infrastructure solutions (e.g. roundabouts, dual use of storm drain facilities, traffic signal coordination).	b. Q2 2021 c. Q3 2021 d. Q3 2023 4. Q3 2021 5. Q3 2021	Development Services
Facilitate the completion of Measure V amenities.	1. Revisit Measure V amenities planning (e.g., aquatics center, multi-generational gymnasium, legacy fields). 2. Advance Measure V amenity planning. 3. Implement design of Measure V amenity. 4. Break ground on Measure V amenity.	1. Q2 2021 2. Q3 2021 3. Q1 2022 4. Q4 2022	Park and Recreation
Provide City programming and events that bolster quality of life.	1. Reinstitute special events, Parks & Recreation, and Cultural Arts programming in alignment with Public Health guidelines. 2. Reinstitute special events, Parks & Recreation, and Cultural Arts programming to pre-COVID levels.	1. Q4 2021 2. Q3 2022	Park and Recreation
Implement affordable housing initiatives.	1. Facilitate the development of affordable housing via affordable housing-focused policies and initiatives. 2. Pursue, encourage, and incentivize non-profit affordable housing developers to build in Tracy.	1. Ongoing 2. Ongoing 3. Q1 2021 4. Q2 2022	Development Services / Economic Development

	3. Approve Scope of Work to begin Council identified workforce/affordable housing policy changes. 4. Streamline multi-family permit process by removing requirements for Conditional Use Permits. 5. Amend Accessory Dwelling Unit (ADU) ordinance and develop "off-the shelf" ADU example designs. 6. Amend parking requirements for multi-family developments. 7. Amend zoning ordinance development standards. 8. Evaluate amendments to the Growth Management Ordinance (GMO).	5. Q2 2022 6. Q2 2022 7. Q2 2022 8. Q2 2022	

RESOLUTION 2021-_____

APPROVING 2021-2023 MULTI-YEAR AND SHORT-TERM STRATEGIC PRIORITIES, AND
WORKPLAN, AND ACCEPT CITY COUNCIL WORKSHOP REPORT AS JANUARY 5, 12,
AND 14, 2021 SPECIAL MEETING MINUTES

WHEREAS, In January 2021, the Tracy City Council held a series of Special Meeting workshops to discuss the topics of City Governance, Fiscal Sustainability, and Strategic Priorities, and

WHEREAS, Consultants from Management Partners presented a 10-year financial forecast, reflecting the City's current and projected fiscal health and recommended budget principles developed by staff and the Council Ad Hoc Fiscal Sustainability Committee, and

WHEREAS, During the workshops the Council discussed Council norms, reviewed past accomplishments related to the Council's strategic goal areas, and established its top priorities for the next 12-18 months, and

WHEREAS, Priorities were organized into the following categories: Governance, Public Safety, Economic Development, and Quality of Life; and reflected a combination of continuing items and new items generated from input received prior to the workshop;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Tracy hereby:

1. Approves the 2021-2023 Multi-Year and Short-Term Priorities and Workplan;
2. Accepts the City Council Workshop Report as the January 5, 12, and 14, 2021 Special Meeting Minutes.

* * * * *

The foregoing Resolution 2021-_____was passed and adopted by the Tracy City Council on the 16th day of March, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 3.E

REQUEST

AUTHORIZE STAFF TO NEGOTIATE AN AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF TRACY AND SURLAND COMMUNITIES, LLC FOR THE 321 ACRE ELLIS SPECIFIC PLAN PROPERTY LOCATED AT THE NORTHWEST CORNER OF CORRAL HOLLOW ROAD AND LINNE ROAD, AND PROVIDE NEGOTIATING PARAMETERS

EXECUTIVE SUMMARY

On February 16, 2021, Council Member Eleassia Davis, supported by Mayor Pro Tem Veronica Vargas requested staff bring back an agenda item authorizing staff to negotiate an amendment to the existing Development Agreement between the City and Surland Communities, LLC (Surland).

On March 5, 2013, the City adopted an Ordinance approving a Development Agreement (DA) with Surland regarding the development of the Ellis project, which includes a mix of residential, commercial, office/professional, institutional, and recreational uses, parklands, and a Swim Center. On March 13, 2018, the City adopted an Amendment to that DA, which included several changes to how Residential Growth Allotments (RGAs) are processed and how the Swim Center would be constructed, among other changes.

Staff is seeking Council direction and authorization to begin negotiations of an amendment to the Surland Development Agreement. It should be noted that because a development agreement is a contract between two parties, Surland must also agree to negotiate an amendment to the DA in order for the Surland DA to be amended.

DISCUSSION

History of DA and Summary of Key Terms

On March 5, 2013, the City adopted an Ordinance approving the DA, which provided for, among other things, Surland to dedicated 16 acres of real property in Ellis to be used as a Swim Center and to pay \$10 million to the City to help fund the design and construction of the Swim Center.

The DA was amended on May 20, 2014 via Ordinance 1194, which provided that the Swim Center funding be provided in two installments. On September 15, 2014, Surland made the first installment payment of \$2 million dollars. Pursuant to the amended DA, the second payment of \$8 million was due on September 15, 2015.

In March of 2014, the City and Surland explored the possibility of forming a public private partnership with Wild Rivers Waterpark, which ultimately was not pursued.

In August of 2016, the City Council approved Surland's request to authorize staff to negotiate a second amendment to the DA, to extend the time for the City to accept the Land Dedication Offer so that Surland would have additional time to prepare the revised

land dedication offer. In exchange for these extensions of time, Surland offered to (a) construct certain infrastructure improvements intended to serve the proposed Swim Center, (b) construct a monument sign for the proposed Swim Center, and (c) provide \$100 thousand of funding for the design of the Swim Center. To give the parties time to prepare and process this proposed Second Amendment, the City and Surland executed a tolling agreement extending the deadlines for Surland's \$8 million payment and the City's acceptance of the Land Dedication Offer.

In December of 2016, the City and Surland agreed to expand the scope of negotiations for the second amendment to the DA to address the potential for Surland to construct the Swim Center in lieu of making its outstanding \$8 million payment. To give the parties time to conduct and complete these expanded negotiations, the City and Surland executed a Second Tolling Agreement to further extend Surland's \$8 million payment deadline and the City's deadline for accepting the Land Dedication Offer, moving both of these deadlines to December 2017. Because the parties were not able to complete their negotiations and processing of the proposed Second Amendment, the parties executed a Third Tolling Agreement in December of 2017, extending these deadlines to April 4, 2018. Surland has offered and the City has received the Irrevocable Land Dedication Offer for the 16-acre swim center site. The Irrevocable Land Dedication Offer has been recorded on the 16-acre property, and could be accepted, at the sole discretion of the City, at any time in accordance with the Second Amendment.

Over the last several years, Surland has worked with its team of consultants, the community, City staff and direction from City Council on the Aquatics Center conceptual plan. Per the DA, Surland is to be reimbursed for their work with the \$2 million that the City has in the Center budget, to date the City has paid Surland \$1.2 million. On August 18, 2020, Resolution No. 2020-154 approved final conceptual plan with a not to exceed of \$65 million including contingency and soft costs.

On August 18, 2020, the City Council directed staff to work with the developer to explore phasing options for the aquatic center project. However, as discussed below, the phasing discussions were subsequently put on hold as a result of litigation.

In October 2020, the City was served with the Superior Court's ruling in *Mitracos v. City of Tracy, et al*, which held that the Second Amendment was invalid and ordered the City to cease implementing the Second Amendment. On January 15, 2021, the City filed a Notice of Appeal to appeal the Superior Court's ruling. Upon filing of the Notice, the Superior Court's ruling was stayed, meaning it is no longer in effect. This means that the Second Amendment is currently in effect and the parties can continue to implement its provisions as they jointly appeal the ruling.

It is important to note that there have been several recent requests by Council Members to discuss Measure V funds and the current allocation to amenities, including the Aquatics Center, which is a part of the 2nd Amendment. In response to these requests, a special meeting has been scheduled for March 23, 2021. The Council direction from this meeting will further inform future discussions about the continued implementation of provisions in the 2nd Amendment.

To assist the City Council in formulating the Development Agreement Amendment, the following represents the respective benefits to the City and Surland under the existing DA, as approved in 2018.

Public Benefits:

- Surland to pay \$10 million for a Swim Center. First payment of \$2 million was received.
- The outstanding \$8 million payment shall be satisfied in full by Surland by providing \$8 million of design and construction costs for the Swim Center. (To date, Surland has received \$1.2 million to complete the conceptual design, which has been reimbursed back to Surland from the \$2 million funds received)
- Surland to dedicate 16 acres of land for a Swim Center within the Ellis Specific Plan area. Surland has provided the City with an Irrevocable Offer of Dedication (IOD), which has been recorded on the property. The City has complete discretion to accept the 16 acres of land at any time.
- Surland shall design and construct an entrance sign for the Swim Center at the corner of Summit Drive and Corral Hollow in an amount not to exceed \$150,000.
- Surland shall fund up to \$100,000 in costs for Surland's consultant's to work with the City to design a Swim Center.
- Surland shall construct the frontage improvements and the stubbed utilities for the Swim Center on Summit Drive. (Surland will not be reimbursed for these improvement from the project budget)
- Surland shall expand and improve the Summit Drive paved travel section to the northeast along the frontage of the Swim Center to a five-foot wider section to accommodate potential future Swim Center turn lanes. (Surland will not be reimbursed for these improvements from the project budget)

Developer Benefits 2018 Existing DA:

- Vesting project approval for the Ellis Specific Plan for the term of the DA (25 years)
- Up to 2,250 RGAs for use at Ellis Specific Plan, with more than 225 per year potentially available
- Surland has a right of first refusal for any RGAs not claimed by Tracy Hills, up to the GMO limit of 600 per year or 750 per year
- Residents from each residential dwelling unit (no limit on family size) shall receive from the City an annual all-access family pass administered by the EPOA. The Ellis Commercial Association shall receive one annual all-access family pass for each

legally created lot designated village center or commercial land in the designated Ellis Property Owners Association boundary to the swim center at no additional cost. The annual contribution of \$110 per lot via the Ellis Community Facilities District (CFD) is designated for Swim Center maintenance.

- If the City elects to construct or authorize the Owner to construct the Swim Center at the Ellis Swim Center Site, the site shall only be used for a public swim center with only those uses as formally agreed upon by the City and Owner or Owner's designee. In making the dedication of the real property for the Swim Center it was the intent of the parties that the real property shall only be used for an aquatic park and no other use and the City shall not sell the real property. This term shall survive the term of this Development Agreement
- Owner's contribution of land for the Swim Center shall be equal to and be treated as the dedication of sixteen (16) acres of community park land under the City's parkland dedication ordinance and this credit of sixteen (16) acres of park land and shall be available by Owner and shall be applied at the option of Owner to the Property and/or to such other real property which is subsequently subject to the Development Agreement (DA Property). Based on approved maps within the Ellis DA Property, the total residential unit count is likely to be near 1,100 units. Based on 1,100 units, Surland could be eligible to receive credits up to approximately 3.6 acres of the 16 acre Community Park offer to the City as part of the DA
- Validity of Building Permits issued to Owner shall be extended to 24 months, and plans approved at issuance of Building Permits may be modified without payment of normal plan inspection fees
- Owner shall have the right to execute an agreement with the City to provide for payment of certain development impact fees at close of escrow for each residential unit and at final inspection for commercial projects, rather than at issuance of building permit
- Modifications to park approval process to approve all parks as part of the Specific Plan Approval, where only major modifications would come back to the Parks Commission for approval
- Owner eligible for fee credits and reimbursements of infrastructure costs beyond that which exists in Title 13 of the Tracy Municipal Code
- Expansion of existing naming rights for Swim Center to included additional naming options for Surland, (Serpa Aquatic Park) rights to approve types and placement of signs and advertising, and other marketing related restrictions on the City's use of the name
- All owners of property within the coverage of the DA and the Ellis CFD will be exempted from all future fees and assessments adopted by City to fund police

service, public works services, storm basin maintenance, and all other public services

- Surland and its assigns shall have priority access to purchase, from the City or any other event promoter, at the standard ticket price, tickets to all events held at the Swim Center, and Surland to have a reserved cabana at the Swim Center, in a location selected by Surland, for Surland's exclusive use.
- Water Supply for 2,250 residential units (estimated value \$2.7 million)
- Naming rights to the Swim Center
- No wastewater treatment cost for 800 residential units (estimated value \$5.4 million)
- No cost for 550 units of Corral Hollow wastewater conveyance (estimated value \$.9 million)

Development Agreement Applicable Procedure

On June 7, 2016, via Resolution No. 2016-115 (Attachment A), the City Council revised the City's DA procedures. These procedures establish a two-step process for evaluating DA and DA Amendment applications. The first step requires an application for a DA to include information such as property owner signatures, proposed term of the agreement, proposed public benefit, a description of the property and proposed land uses, among other information related to the property. The DA procedures also require the City Council to first authorize staff to enter into negotiations for the proposed DA Amendment, before staff can actually begin such negotiations.

The second step would involve negotiation between the applicant and staff and preparation of a proposed DA amendment, which would then be presented to both the Planning Commission and the City Council for review and consideration at public hearings. Oftentimes City staff will return to the City Council in the interim between steps one and two, after staff and the applicant has negotiated draft terms, to update Council and seek further direction based on the negotiated draft terms.

In this instance, the request to negotiate a Development Agreement Amendment is being requested from the City Council. This first step will be to get Council authorization and to identify any negotiating parameters. The second step will be to secure authorization from Surland Communities, LLC to begin negotiations of the Development Agreement.

Next Steps in the DA Amendment Process

City Council must decide whether or not to authorize staff to begin DA amendment negotiations and to provide any negotiating parameters. If the City Council approves authorization, staff would approach Surland Communities, LLC with Council's request

and seek to begin such negotiations for a DA Amendment for Planning Commission and City Council's consideration.

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

Negotiating an amended DA is funded by the applicant in accordance with a City approved Cost Recovery Agreement.

Upon completing a draft DA amendment, City staff would return with an expanded fiscal impact discussion of what, if any, fiscal impacts may result from the negotiated DA amendment represents.

RECOMMENDATION

Staff recommends that the City Council consider authorizing staff to begin DA amendment negotiations with Surland Communities, LLC and provide preliminary negotiating parameters, as desired.

Prepared by: Andrew Malik, Assistant City Manager
Brian MacDonald, Parks and Recreation Director

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

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS:

Attachment A – City Council Resolution No. 2016-115: City of Tracy DA Procedures
Attachment B – Second Amendment to the Amended & Restated DA with Surland Communities

RESOLUTION 2016-115

**REPEALING RESOLUTION 2004-368 AND ESTABLISHING REVISED PROCEDURES
AND REQUIREMENTS FOR THE CONSIDERATION OF DEVELOPMENT
AGREEMENTS**

WHEREAS, On November 16, 2004, pursuant to authorization granted in Government Code sections 65864 et seq., the City Council adopted Resolution 2004-368, establishing procedures and requirements for consideration of development agreements, and

WHEREAS, On June 16, 2015, the City Council discussed the development agreement procedures at a regular meeting and directed staff to prepare amendments to the existing procedures and requirements, including provisions related to required public benefits, and

WHEREAS, The City Council wishes to revise the procedures and requirements for future applications;

NOW, THEREFORE, the City Council of the City of Tracy resolves as follows:

1. Resolution 2004-368 is repealed in its entirety.
2. The Procedures and Requirements for Consideration of Development Agreements, set forth in the attached Exhibit "A", are adopted.

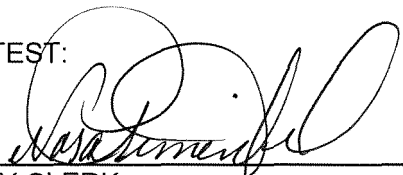
* * * * *

This Resolution 2016-115 was passed and adopted by the Tracy City Council on June 7, 2016, by the following vote:

AYES:	COUNCIL MEMBERS: MITRACOS, VARGAS, YOUNG, RICKMAN, MACIEL
NOES:	COUNCIL MEMBERS: NONE
ABSENT:	COUNCIL MEMBERS: NONE
ABSTAIN:	COUNCIL MEMBERS: NONE



MAYOR

ATTEST:


CITY CLERK

EXHIBIT "A"

**REGULATIONS AND REQUIREMENTS
FOR CONSIDERATION OF DEVELOPMENT AGREEMENTS**

PART I, APPLICATION

- A. Authority for Adoption; Purpose; consistency with State Law
- B. Application
- C. Public Benefit
- D. Qualified Applicants
- E. Qualified Property
- F. Staff Review of Application

PART II, CONTENTS, HEARINGS, AND OFFICIAL ACTIONS

- G. Contents
- H. Notice of Hearings; Environmental Review
- I. Planning Commission
- J. City Council
- K. Ordinance Approving the Development Agreement

PART III, DEVELOPMENT RIGHTS; PERIODIC REVIEW

- L. Development Rights
- M. Periodic Review

PART I – APPLICATION

A. Authority for Adoption; Purpose; Consistency with State Law

These regulations are adopted under the authority of Government Code Sections 65864 et seq. The City's consideration and approval of a development agreement is discretionary; there is no requirement to approve such an agreement. The purpose of a development agreement is to assure the developer certain vested rights to proceed with a development over time. In exchange, the developer proposes and the City accepts certain public benefits that would not otherwise be required for the project. In any conflict or interpretation issue between these provisions and requirements of state law, state law will control.

B. Application

1. An application for a development agreement must be submitted to the Development Services ("DS") Department. The minimum requirements for the application and the information and data are set forth in Section B.2 below.
2. The application shall include, for each development agreement requested:

- a. signatures of all property owner(s);
- b. the proposed duration of the agreement (Gov't. Code §65865.2.);
- c. the proposed permitted uses, density or intensity of use, the maximum height and size of proposed buildings (Gov't. Code §65865.2.);
- d. proposed public benefit offered to the city as an incentive for consideration of the application, based on the examples set forth in Section C below;
- e. a map drawn to scale showing the property and the property lines for the properties within 300 feet of the exterior boundary lines of the subject property. This includes the names of all the streets and of the assessor's parcel numbers (APNs) of each parcel shown on the map;
- f. the names and mailing addresses as listed on the latest assessment roll of the owners of the property shown on the map;
- g. the legal description, the assessor's parcel number(s), and the street address(es) of the subject property;
- h. a list of other applications filed concurrently with the development agreement application;
- i. a signed City cost recovery agreement, under which the developer agrees to pay for staff and City consultant time in reviewing and processing the application(s) (Gov't. Code §; and
- j. other information the DS Director considers necessary to process the application..

C. Additional Public Benefit

A development agreement shall obligate the developer to provide additional public benefits, beyond what is already required under existing codes and master plans, as the City may deem necessary or appropriate. The additional public benefits are in addition to any fees, exactions or conditions which the City otherwise requires of the applicant as a condition of project approval, (and may include those which otherwise would require compliance with the Mitigation Fee Act (Government code Section 66000 and following), if there were no development agreement. The additional public benefits may include, but are not limited to, the following (including monetary contributions to the City for these purposes):

1. Construction, installation, and/or ongoing maintenance of public facilities and/or public improvements (other than those required as a condition of approval of a project);

2. Construction or installation of a public facility or improvement on the CIP project list that:
 - (a) benefits other property in addition to the subject property;
 - (b) is in accordance with a schedule that requires completion of the infrastructure before it is needed for the project; and
 - (c) is a condition of final map approval or the issuance of building permits for some or all components of the project.

The developer's cost may be subject to partial reimbursement over time as other properties develop;

3. Acquisition and/or transfer or dedication of land to the City (or other public agency) for public uses (other than as required as a condition of approval of a project); and
4. Other similar public benefits not specifically designated in this Policy.

D. Qualified Applicants

Only a qualified applicant may file an application to enter into a development agreement. A qualified applicant is a person who has legal or equitable interest in the real property which is the subject of the development agreement. The DS Director shall require an applicant to submit proof of his or her interest in the real property. The City may require an applicant or agent to submit a title report or other evidence to verify the applicant's legal or equitable interests in the subject property.

E. Qualified Property

1. Within City limits. The property to be the subject of the development agreement shall be situated within the City limits and shall represent an appropriate parcel or parcels, as to ownership and parcel configuration, size and location, as determined by the DS Director, to assure the development of the property consistent with the policies, goals, standards and objectives of City's General Plan, applicable specific plan, and City ordinances and policies pertaining to the property.

2. Outside City limits. Property not within the City limits but within the City's sphere of influence may be the subject of a development agreement conditioned upon the annexation of the property to the City within a specified time.

For property not within the City limits and subject to an existing development agreement with the county, Government Code section 65863.5 will apply.

F. Preliminary Review of Application

1. The Staff will review the application and accept it for filing if it is complete and accurate.

2. For a completed application, Staff will prepare a report and recommendation to the City Council. The Council will consider the application and determine whether the proposed public benefits (beyond what is otherwise required for the project) warrant undertaking negotiations with the applicant. The Council shall either reject the request or authorize staff to negotiate and process the development agreement application.

PART II - HEARINGS AND OFFICIAL ACTIONS

G. Contents

1. General. In addition to the mandatory requirements of Government Code Section 65865.2, the development agreement must include the following:
 - a. the additional public benefit, as described in subsection C above.
 - b. a requirement that the applicant hold harmless, indemnify and defend the City from suits and actions arising in connection with the development agreement, to the satisfaction of the City Attorney.
 - c. that the City may impose a later condition if: (a) the condition is required to comply with state or federal law, or (b) a failure to do so would place the residents or the immediate community, or both, in a condition dangerous to their health or safety, or both. (Gov't. Code §66498.1.)
 - d. The development agreement may be amended, or canceled in whole or in part, by mutual consent of the parties or their successors. Notice of intention to amend or cancel any portion of the agreement shall be given in the manner provided by Government Code section 65867. An amendment is subject to Section 65867.5, Findings of consistency. (Gov't. Code §65868.)
2. Subdivision. If the development agreement includes a subdivision of 500 dwelling units or more, it may not be approved unless the agreement provides that any tentative map prepared for the subdivision comply with Government Code section 66473.7 regarding sufficient water supply. (Gov't. Code §65867.5.)

H. Notice of Hearings; Environmental Review

1. Notice of hearings before the Planning Commission and the City Council to consider a development agreement shall be given in the manner provided in Government Code Section 65864 et seq.
2. The notice and public hearing on the development agreement may be combined with the notice and public hearing for an application for rezoning, development

review permit, subdivision map or other land use entitlement pertaining to the same property.

3. If a development agreement qualifies as a project under the California Environmental Quality Act and implementing regulations, it is subject to environmental review as required by applicable law.

I. Planning Commission

The Staff will submit the proposed development agreement to the Planning Commission for a public hearing when all of the necessary reports and recommendations are complete. The development agreement may be considered concurrently with other discretionary permits or approvals for the project.

The Planning Commission shall serve as the planning agency on applications as required by Government Code Section 65867, including determining its consistency with the General Plan, any applicable specific plan, city ordinances and regulations.

After the public hearing, the Planning Commission shall render its decision in the form of a resolution with written recommendation to the City Council. The report and recommendation shall include proposed findings as required by Section J (4) below.

J. City Council

1. After its public hearing, the City Council in the exercise of its legislative discretion shall determine whether or not to approve, modify or disapprove the development agreement.
2. Approval of a development agreement is a legislative act. Even if the findings set forth in subsection (4) below can be made, the City Council, in its sole discretion, may deny approval of the development agreement on the grounds that the development agreement is not in the public interest.
3. After the Planning Commission has made a recommendation to the City Council, the City Council's action to modify the proposal may, but need not be, referred back to the Planning Commission for its review and recommendation, without the necessity for a further public hearing before the Planning Commission.
4. The Council shall not approve the development agreement unless it (a) includes all of the mandatory requirements of Government Code section 65865.2 and (b) the Council finds the agreement is consistent with the General Plan and any applicable specific plan (Gov't. Code §65867.5.).

K. Ordinance Approving the Development Agreement

1. If the City Council approves the development agreement, it shall do so by the adoption of an ordinance setting forth the required findings and authorizing the Mayor to execute the development agreement.
2. After the ordinance approving the development agreement takes effect (30 days after adoption), the Mayor shall execute the development agreement on behalf of the City. The effective date of the development agreement is the effective date of the ordinance approving the agreement.
3. Within ten days after the City enters into a development agreement, the City Clerk shall record a copy with the County Recorder. (Gov't. Code §65868.5.)

PART III- DEVELOPMENT RIGHTS; PERIODIC REVIEW

L. Development Rights.

The City's regulations and official policies governing the permitted uses of land, density, design, improvement and constructions standards and specifications applicable to development of the property shall be those regulations and official policies in effect at the time of the agreement, unless otherwise provided in the development agreement. However:

1. the development agreement may not authorize regulations not permitted under the City's zoning ordinance.
2. the City may impose a later condition if: (a) the condition is required to comply with state or federal law, or (b) a failure to do so would place the residents or the immediate community, or both, in a condition dangerous to their health or safety, or both. (Gov't. Code §66498.1.)
3. in subsequent actions applicable to the property, a development agreement does not prevent the City from applying new regulations and policies which do not conflict with those in effect at the time of the agreement. (Gov't. Code §65866.)
4. if state or federal laws or regulations enacted after a development agreement has been entered into prevent or preclude compliance with one or more provisions of the development agreement, those provisions shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations. (Gov't. Code §65869.5.)

M. Periodic Review

The DS Director shall on an annual basis and at any other time that the he or she determines to be appropriate, review the extent of good faith substantial compliance by the developer with the terms and conditions of the development agreement. The periodic review shall be limited in scope to compliance with the terms and conditions of the development agreement. The costs of

notice and related costs incurred by the City for the annual review shall be borne by the developer. Failure of the City to conduct a periodic review shall not constitute a waiver by the City of its rights to enforce the provisions of a development agreement, nor shall a developer have or assert any defense to such enforcement by reason of such failure to conduct a periodic review.

Attachment B

Doc #: 2018-055247
05/18/2018 09:22:47 AM
Page: 1 of 59 Fee: \$0
Steve J. Bestolarides
San Joaquin County Recorders
Paid By: SHOWN ON DOCUMENT



Recording Requested By:

Adrienne Richardson
City Clerk

Return To:

City Hall
City Clerk's Office
333 Civic Center Plaza
Tracy, CA 95376

Document Title

SECOND AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT
AGREEMENT BY AND BETWEEN THE CITY OF TRACY AND
SURLAND COMMUNITIES, LLC

SECOND AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT
AGREEMENT BY AND BETWEEN THE CITY OF TRACY AND
SURLAND COMMUNITIES, LLC

This SECOND AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF TRACY and SURLAND COMMUNITIES, LLC (the "Second Amendment") is made and entered into as of this 3rd day of May, 2018 (the "Effective Date") by and between the CITY OF TRACY, a municipal corporation ("City"), and SURLAND COMMUNITIES, LLC, a California limited liability company ("Owner"), pursuant to Government Code sections 65864 et seq. and City Resolution No. 2004-368 which establishes the rules, regulations and procedures for the approval, operation and modification of development agreements and the provisions of that certain Amended and Restated Development Agreements By and Between The City of Tracy and Surland Communities, LLC dated April 18, 2013 and recorded on September 17, 2013 under Recorder's Serial No. 2013-119548, Official Records of San Joaquin County, California (the "Development Agreement").

Exhibits A, B, C, D are attached.

RECITALS

A. The City and Owner entered into the Development Agreement in order to strengthen the public planning process and encourage private participation and the funding of community benefits and amenities that could not otherwise be required under controlling law. Among other things, the Development Agreement provides for Owner to (i) provide \$10,000,000 (the "Owner Swim Center Contribution") to be used to design and fund the construction of a public swim center (the "Swim Center"), and (ii) offer to dedicate approximately 16 acres of land to the City, which will be used for the proposed Swim Center (the "Land Dedication Offer"). The Development Agreement also provides that, in exchange for the Owner Swim Center Contribution and Land

Dedication Offer, the City shall reserve and Owner shall be eligible for the allocation of up to 2,250 Residential Grown Allocations (“Subsection F.3. RGAs”) to be used exclusively on the Property.

B. On October 14, 2014 (Recorders Serial # 2014-097799), Owner timely made Owner’s Land Dedication Offer. Under the Agreement to Extend (Recorder’s Serial # 2015-073934), the City had until September 15, 2016, to accept the Land Dedication Offer or the City would be deemed to have rejected the Land Dedication Offer and the land would be available for development by Owner consistent with the Ellis Specific Plan. Following Owner’s submittal of the Land Dedication Offer, the City and Owner agreed that there is an alternate location in the Ellis Specific Plan area that may be preferable as the location for the proposed Swim Center, and Owner agreed to prepare and submit to the City a revised land dedication offer (the “Revised Land Dedication Offer”) to replace the original Land Dedication Offer.

C. Under the Development Agreement, the Owner Swim Center Contribution was due in two (2) installment payments. Owner timely made Owner’s First Swim Center Payment on September 5, 2014. Owner’s second installment payment of \$8,000,000 (“Owner’s Second Swim Center Payment”) is a subject of this amendment.

D. On August 16, 2016, the City Council approved Owner’s request to negotiate a second amendment to the Development Agreement to extend the deadline for Owner’s Second Swim Center Payment and the deadline for the City’s acceptance of the Land Dedication Offer, in exchange for Owner’s providing to the City certain infrastructure improvements relating to the proposed Swim Center.

E. To give the Parties time to prepare and process Owner’s requested Development Agreement amendment, the City and Owner executed that certain Agreement To Toll And Extend

The Dedication Acceptance Period And The 60-Day Cure Period Respecting The Second Swim Center Payment Under Amended And Restated Development Agreement By And Between The City Of Tracy And Surland Communities, LLC (the “First Tolling Agreement”), by which the City and Owner agreed to: (i) extend the sixty-day cure period for Owner’s Second Swim Center Payment to September 5, 2017; (ii) extend the time period for the City’s acceptance of the Land Dedication Offer to November 24, 2017; and (iii) require Owner to deliver the Revised Land Dedication Offer not later than September 15, 2017.

F. In December of 2016, the City and Owner began discussions to expand the scope of the proposed Development Agreement amendment to provide for Owner to assume the obligation to design and construct the proposed Swim Center, and to describe a process by which other real property could become subject to the Development Agreement, subject to future Owner applications and future City approvals. The City and Owner agreed that such expanded negotiations would require additional time to prepare and process the expanded second amendment to the Development Agreement, and on August 15, 2017, the City Council approved that certain Second Agreement To Toll And Extend The Dedication Acceptance Period And The 60-Day Cure Period For The Second Swim Center Payment Under The Amended And Restated Development Agreement By And Between The City Of Tracy And Surland Communities, LLC (the “Second Tolling Agreement”), by which the City and Owner agreed to: (i) extend the sixty-day cure period for Owner’s Second Swim Center Payment to December 5, 2017; (ii) extend the time period for the City’s acceptance of the Land Dedication Offer to December 5, 2017, provided that the City shall not accept the Land Dedication Offer before November 15, 2017; and (iii) require Owner to deliver the Revised Land Dedication Offer not later than December 5, 2017. Subsequently in

November 2017 the parties entered into a third tolling agreement that extends the time for the parties to perform their obligations until April 4, 2018.

G. On February 14, 2018, the City Planning Commission, following a duly noticed public hearing, recommended approval of the Second Amendment. On April 3, 2018, the City Council following a duly noticed public hearing, adopted Ordinance No. 1253 approving this Second Amendment and authorizing its execution. That Ordinance took effect on May 3, 2018 the Effective Date of the Second Amendment.

H. Pursuant to the provisions of the Development Agreement Enabling Resolution, Government Code section 65868 and Section 1.09 of the Development Agreement, Owner has filed with the City an application for an amendment to the Development Agreement. The City found that the Owner was not in default under the Development Agreement, has considered the application and reviewed the substance of the proposed changes, modifications, and amendments contained in this Second Amendment. By entering into and executing this Second Amendment, the parties hereto agree that the Development Agreement shall hence forward be modified and amended as contained herein.

I. This Agreement is consistent with the General Plan and the 2013 Ellis Specific Plan as further amended in 2014. Owner has filed further amendments to the Ellis Specific Plan which are scheduled to be considered by the City Council in March 2018. As required by the General Plan, this Agreement envisions proper environmental analysis and a proper planning process in compliance with controlling law before any approval allowing development can take place.

J. The parties understand and agree that:

(i) In order to achieve area wide consistency in planning and design achieve General Plan goals, policies objectives to efficiently use land and public infrastructure,

and for community consistency Owner intends to annex to the Ellis Property Owners Association all real property which is subsequently subject to the Development Agreement; and, (ii) such other real property may adopt the Ellis Specific Plan design and planning standards for all infrastructure and site improvements.

K. This Development Agreement for all purposes in naming and otherwise shall be referred to as the “Surland Development Agreement”.

NOW, THEREFORE, the parties hereto agree as follows:

1. Incorporation of Recitals: The recitals set forth above are incorporated into this Second Amendment as though set forth in full herein.

2. Section 1.01(j). The Swim Center Obligations, is added as follows. Section 1.01 **The Swim Center Obligations.**

(j) (i) Owner agrees to retain and compensate consultants to design the Swim Center with input from the community and City staff and with direction from the City Council. All true and correct expenses paid by Owner concerning the design and construction of the Swim Center shall be a credit against the Owner’s contribution identified in Recital A. In anticipation of this Development Agreement amendment and at the request of City, Owner retained consultants prior to the approval and execution of this Development Agreement amendment, and funds expended by Owner during the period before the Second Amendment is executed shall be eligible for credits. The parties acknowledge that the studies, reports and designs prepared by Owner’s consultants shall be the property of Owner and shall not without prior written consent of Owner be used by City in any manner. The studies, reports and designs shall be jointly owned by

Owner and City after Owner is fully reimbursed for Owner's costs of obtaining the studies, reports and designs through reimbursements and/or credits unless City is subsequently in default under this Agreement in which case City shall not longer be treated as a co-owner. All studies, reports and designs shall be assigned to City upon Owner's transfer of ownership of the Swim Center to City.

(ii) Before Owner prepares construction improvement plans the City Council shall approve a final conceptual plan. City and Owner shall agree upon a list of design, construction and/or improvements that Owner shall design and/or construct. If, after the City Council approves a final conceptual plan, it decides to modify the plan or add additional features or amenities then the cost of changing the conceptual plan or any design or construction plans relying on the original conceptual plan shall be additive funding provided by the City above the initial Swim Center funding.

(iii) Previously Owner has provided Two Million Dollars of a Ten Million Dollar contribution to the City for the Swim Center. City, in a manner consistent with the performance, funding and construction agreement mentioned subsequently, shall cause the Two Million Dollars initial contribution to be applied to the Swim Center's design and construction activities. If the Swim Center is relocated to a location other than a location within the Ellis Specific Plan area then Owner shall pay the remaining Eight Million Dollar future contribution to the City. However, if the Swim Center continues to be sited within the Ellis Specific Plan area then, since the Two Million Dollar initial contribution has previously been paid by Owner to City, the remaining Eight Million future contribution shall be satisfied in full by Owner providing Swim Center design and construction of improvements equal to Eight Million Dollars in costs incurred by Owner. The initial contribution of Two Million Dollars shall be used to pay for Swim Center

design and construction. The parties shall enter into a design, funding and construction agreement contemporaneously with the approval of this Second Amendment. The City Council has requested Owner facilitate additional design, construction, operations, and improvements beyond the Owner contribution. Owner has agreed and shall facilitate completion of additional design improvements and construction of approved plans beyond Eight Million Dollars with funding provided by City in an amount equal to Thirty Five Million Dollars with a supplementary contingency amount of twenty percent of the total estimated costs of Forty Five Million Dollars (Swim Center Funding). The City shall have the right to review and approve the design and improvement plans and City shall not unreasonably withhold approval. This additional construction of approved plans shall represent Owner's entire obligation to facilitate design and construction improvements for the Swim Center improvements and once the additional agreed upon improvements are constructed Owner's obligation to facilitate design and construction improvements for the Swim Center under this Agreement shall terminate. If the parties agree that Owner shall construct Swim Center improvements in addition to the final conceptual plan approved by City Council and the list of design, construction and/or improvements then the parties shall meet in good faith to negotiate and execute agreements concerning the method of City paying for additional constructed improvements. All subsequent costs shall be paid by the City and not the Owner, and Owner shall have no further financial obligation toward the design, construction, development, operation or maintenance of the Swim Center.

(iv) As required by and according to the manner established by the CFD, each residential lot and Commercial parcel (as defined in subsection v) within the Ellis Property Owners Association (which is defined to mean for purposes of this Agreement a property owners association established by Owner) shall pay an annual fee of \$110 per lot/parcel toward Swim

Center maintenance, which fee shall be adjusted annually according to the applicable community facility district formula.

(v) The residents of each residential dwelling shall receive from the City an annual all access family pass administered by the EPOA, and the Ellis Commercial Association shall receive one all access family pass for each legally created lot designated village center or commercial (Commercial) located within the Ellis Property Owners Association boundary to the Swim Center at no additional cost.

(vi) Owner has made an irrevocable offer to dedicate approximately sixteen acres for a swim center and subsequently the City Council has determined that the Swim Center shall be located at the property offered for dedication, therefore, Owner's contribution of land for the Swim Center shall be equal to and be treated as the dedication of sixteen (16) acres of community park land under the City's parkland dedication ordinance and this credit of sixteen (16) acres of park land and shall be available by Owner and shall be applied at the option of Owner to the Property and/or to such other real property which is subsequently subject to the Development Agreement (DA Property). (The criteria for Owner applying this Agreement to DA Property is explained in subsection 1.07(h) of this Agreement.) After Owner's irrevocable offer of dedication and the City's determination that this land shall be used for the swim center then there shall be no more dedications and/or community park fees collected or paid by any residential or commercial real property within the Property, and any land offered for dedication or community park fees previously collected shall be reimbursed to Owner within thirty (30) days of approval of this agreement which is date of the decision to locate the Swim Center at Ellis. However, the decision of when to accept the dedication of land may be made at any time until the City accepts the Swim Center improvements constructed by Owner.

(vii) If the City elects to construct or authorize Owner to construct the Swim Center using the Owner Swim Center Contribution then the Swim Center shall be named the “Serpa Aquatic Park” for all naming and identification purposes, as further described in Exhibit A, including but not limited to digital, print and signage, the designation of “Les and Carol Serpa Aquatic Park” may also be used. If the City elects to construct or authorize the Owner to construct the Swim Center at the Ellis Swim Center Site, the site shall only be used for a public swim center with only those uses as formally agreed upon by the City and Owner or Owner’s designee. In making the dedication of the real property for the Swim Center it was the intent of the parties that the real property shall only be used for an aquatic park and no other use and the City shall not sell the real property. This term shall survive the term of this Development Agreement.

(viii) City shall promptly and immediately take reasonable actions necessary to expeditiously process all required plans, City Council approval of improvement plans, acquire all land necessary, (including by not limited to easements, real property, entitlements, project approval(s), San Joaquin County approval (s), railroad easements, any other agency approvals), and completion of all actions necessary shall be perfected without unreasonable delay whatsoever, for the approval and start of construction of Storm Basin 3A by Owner or Owner’s designee as soon as practical. Owner or Owner’s designee shall promptly and immediately take reasonable actions necessary to finalize an off-site improvement agreement with City Council approval, and following those actions expeditiously to prepare all required plans, process improvement plans for City Council approval, and commence construction once all permits, easements and other approvals have been provided by the City. The parties agree that in performing this obligation time is of the essence. Unless expressly prohibited by law or expressly required by a condition of a grant, City shall not charge any development, planning or construction fees or charge (including

overhead, plan checking, building permit, project management, or any other fee) for the Swim Center. Any and all regulatory agency fees, or actual special outside plan review costs, including but not limited to the SJCOG conservations easement costs, shall be paid by the City. If improvements are funded by a CFD and funds are available to the City of Tracy from the CFD, no bonding shall be required as part of an improvement agreement or any public improvements.

3. Section 1.07, Residential Growth Allotments, shall be deleted from the Development Agreement and the following inserted in its place:

1.07 **Residential Growth Allotments; Building Permits.**

(a) Treatment of Development Agreement Residential Growth Allocations.

(i) Through this Development Agreement City shall reserve and vest in favor of Owner, and Owner shall be eligible for, the allocation of 2,250 Development Agreement Residential Growth Allotments and building permits (Subsection F.3 RGAs) for residential development on the Property as may be revised from time to time, minus any Subsection F.3 RGAs already issued by City to Owner. As explained subsequently Owner is eligible to receive Subsection F.4 RGAs (Subsection F.4. RGAs or RGAs) and building permits from any available source of allocating RGAs or building permits other than through this Development Agreement. This amendment to the Development Agreement does not exempt building permits from being subject to plan check, building code requirements, and other permit related requirements in effect as of the Effective Date of the amendment to the Development Agreement.

(ii) At Owner's option, Subsection F.3 RGAs may be applied to a project as defined in the GMO on the Development Agreement Effective Date (Project) within the Property's

boundary and all Subsection F.3 RGAs perfected (a RGA is perfected when a residential building permit is issued according to the allocated RGA) for which a building permit is issued shall be deducted from the 2,250 DA RGAs allocated by this Agreement and to DA Property which become part of the Property in accordance with section 1.07(f)(i) through and including (iv), below. For a calendar year where Owner applies Subsection F.3 RGAs to a Project, or more than one Project in that calendar year the Project(s) may not receive more than 225 Subsection F.3 RGAs and building permits. At the end of the calendar year this limitation of receiving no more than 225 Subsection F.3 RGAs and being unable to receive RGAs from other sources for those Projects shall automatically lapse. The Subsection F.3 RGAs applied to the Project(s) and for which building permits are issued shall be deducted from the 2,250 Subsection F.3 RGA allocation derived from and vested by this Development Agreement.

(iii) Except as otherwise provided herein, in no event shall Owner be allocated more than 2,250 Subsection F.3 RGAs from this Development Agreement over the Term of this Agreement (“Overall RGA Maximum”) (the 2,250 Subsection F.3 RGAs includes any Subsection F.3 RGAs allocated by the City to Owner and perfected prior to the Effective Date of this Amendment) which may be applied to the Property.

(b) Treatment of RHNA or unused RGAs that may become available for re-issuance from subsequent rounds of RGA allocations under the GMO or other sources other than this Development Agreement.

(i) This Development Agreement vests Owner with the absolute right to obtain Subsection F.4 RGAs and building permits from any and all other sources. Thus each year Owner

shall be eligible for Subsection F.4 RGAs as provided in the GMO and the GMO Guidelines in effect on the Effective Date (“Annual RGA Eligibility”).

(ii) This amendment is designed to permit additional property to be added to and incorporated in to the Development Agreement and therefore become Property of the Development Agreement, and Owner may apply for RGAs for Projects and home builders within the Property (whether or not annexed to the ESP) area. Owner shall not apply RGAs subject to this Agreement to other real property unless this property has been added to the Development Agreement as Property pursuant to subsection 1.07(h). Owner may allocate RGAs, building permit or both, derived from any source, including the Growth Management ordinance, this Development Agreement, the RHNA or any other sources not specifically identified herein to Projects or homebuilders within the property subject to this Agreement and building permits in certain circumstances may be acquired without an RGA such as through RHNA, and as subsequently provided by this section.

(iii) RGAs secured by Owner by means of any provision of the GMO Guidelines other than subsection F.3, RHNA, subsequent rounds of the allocation of RGAs under the GMO or from any other source other than from Section F.3 RGAs through this Development Agreement shall not be deducted from the Overall RGA Maximum and shall not be subject to a limitation of 225 subsection F.3 RGAs in a single calendar year. The parties acknowledge and agree that Owner has a vested right to receive no more than 2,250 RGAs and building permits through this Development Agreement; however, this limitation of receiving 2,250 RGAs and building permits at a rate of no more than 225 Subsection F.3 RGAs and building permits during a calendar year does not operate in any manner to prevent or frustrate Owner’s efforts to obtain RGAs and building permits from all other sources and applying those RGAs and building permits

to Projects within the Property that do not receive Section F.3 RGAs and building permits during the applicable calendar year.

(c) Owner shall apply to City for Subsection F.3.RGAs and/or Subsection F.4 RGAs (“RGA Application(s)”) according to the Development Agreement and the requisite applicable requirements of the GMO Guidelines in effect on the Development Agreement Effective Date using the Application form attached hereto as Exhibit B or the form then stipulated in the GMO Guidelines then in effect, at the option of the Owner. The form shall designate the Project receiving the Subsection F.3 RGAs/Subsection F.4 RGAs and shall identify whether the application is for Subsection F.3 RGAs or Subsection F.4 RGAs.

(d) Owner shall provide a separate Application for each calendar year in which Owner seeks Subsection F.3 RGAs/Subsection F.4 RGAs. There shall be a separate application for each type of RGA applied for. Pursuant to Section F.4(c) of the GMO Guidelines, Owner shall have the first right and shall be entitled to apply for at any time during the year and obtain for the Property any RGAs not applied for, applied for but not granted, unclaimed, or unassigned to the Tracy Hills project, or granted RGAs which have been rescinded from the Tracy Hills project, according to the maximum amount of RGAs available or prioritized for Tracy Hills through the GMO in any calendar year, during any calendar year during the term of this Agreement and all RGAs obtained through this process and applied to the Project shall not be deducted from the annual Overall RGA Maximum. Owner shall have the right to apply RGAs obtained under this subsection (d) to any DA Properties and these RGAs shall not be subject to the total or annual limitation of Subsection F.3 RGA allocations or be a deduction against the Overall Subsection F.3 RGA Total.

Only Owner may apply for Subsection F.3 RGAs/Subsection F.4 RGAs for property subject to this Agreement, unless Owner notifies City in writing of an exception and designates another entity to apply for RGAs. Pursuant to Section F.4(c) of the GMO Guidelines, City shall notify Owner within ten (10) days of any RGAs not applied for, applied for but not granted, unclaimed, or unassigned to the Tracy Hills project, or granted RGAs which have been rescinded from the Tracy Hills project according to the maximum amount of RGAs available or prioritized for Tracy Hills through the GMO in any calendar year. City agrees to make RGAs available to Owner pursuant to Section F.4(c) of the GMO Guidelines at the earliest possible date such RGAs become available after the time for Tracy Hills to request a RGA has passed or at the earliest possible time to acquire an allocated RGA after the time for Tracy Hills to perfect the allocated RGA has lapsed without Tracy Hills perfecting the allocated RGA pursuant to GMO rules. If RGAs are available Owner shall have the right to apply for Tracy Hills RGAs and the Growth Management Board shall allocate Tracy Hills RGAs to the Project(s) identified by Owner within fifteen (15) days of the date the Growth Management Board received the Owner's application(s).

(e) (i) With the expressed exception of subsection F.1 "Vested Projects", in instances where all RGAs are not claimed or claimed but are not perfected (collectively unclaimed RGAs) such unclaimed RGAs shall be allocated using the following procedure, priority and percentages. RGAs shall be allocated according to each category's percentage of the total number of eligible RGAs until all RGAs are claimed or the City conducts an entire round of RGA allocations and no RGAs are claimed by any category. The priority of categories shall follow the order the subcategories are listed in subsection F of the GMO Guidelines. Hence the priority shall be Primary Growth Areas, Development Agreements, Tracy Hills and Ellis Specific Plan Projects, and then Other Projects. Since subsection F.1, Vested Projects, is not assigned a total number of

RGAs by the GMO Guidelines it does not participate in subsequent rounds of RGA allocations. Vested Project as defined in Subsection F.1 of the GMO at the time of this amendment approval shall retain all rights as provided by the GMO immediately prior to this amendment being effective.

(ii) Notwithstanding any other provision of this Amendment, Owner's right to seek RGAs allocated by the GMO Guidelines to subsections F.2, F.3, and F.5 does not extend to instances where eligible property owners within the designated subsection claim the GMO Guideline allocated RGAs. Rather Owner's right to seek RGAs allocated by the GMO Guidelines to subsections F.2, F.3, and F.5 only extends to instances where these eligible property owners within the designated subsection do not claim the GMO Guideline allocated RGAs. In addition, the parties do not intend this Amendment to the Development Agreement to change the current City practice of issuing RHNA permits on a "first come/first serve" basis nor do the parties intend for this Agreement to grant to Owner a priority to receive RHNA permits over any other applicant for RHNA permits.

(f)(1) However, after first excluding RHNA or other similar sources of building permits, Owner agrees it will not apply for Tracy Hills RGAs or other Available RGAs in a manner that is responsible for the City allocating more than the maximum possible RGAs in a given calendar year.

(f)(2) This Agreement does not intend to prohibit or prevent the City from granting RGAs in the future to any other person or entity in a manner consistent with the GMO and GMO Guidelines, so long as a future city decision does not impair Owner's right and ability to obtain RGAs as provided by this Agreement.

(g) Owner shall be eligible for building permits according this Development Agreement and to the applicable requirements of the GMO and the GMO Guidelines in effect on the Development Agreement Effective Date and the building permits issued hereunder shall be in accordance with the following:

(i) Building permits issued hereunder shall be deemed to have been secured by Owner upon the meeting of applicable plan check review requirements to issue a building permit and payment to the City of the building permit plan check inspection fee, due under the Municipal Code;

(ii) Despite any provision of the Municipal Code to the contrary, building permits issued hereunder shall continue in existence for a period of not less than twenty-four (24) months or until a certificate of occupancy for the structure is issued, whichever first occurs, and plot plans approved at the time of building permits may be adjusted or resubmitted during this period without further fees for minor modifications

(iii) If noticed by Owner to City for a Project, all development impact fees and other fees and contributions identified in the EFIP, or agreed upon by the City and Owner in other finance plans such as the City Master Plans, or any other Fee Programs, or other impact fee, agreed to by the City and Owner and attributable to a structure shall be due and payable through close of escrow for a home builder to a home buyer for a residential structure, and upon a final inspection approval for a commercial structure for the noticed Project. The process for such payment is attached hereto and incorporated herein by this reference as Exhibit C. However, if a type of fee to be collected is immediately necessary to fund infrastructure construction that is directly needed by the building being constructed by the building permit for a commercial building then a fee for

that relevant category shall be collected at the time the building permit is issued by the City, if prior to issuing the building permit City sends Owner a written justification for accelerating collection of the fee based upon the reason stated in this sentence and second meets and confers with Owner in good faith at the earliest possible time before accelerating collection of the specific category of fee for the specific building permit. However, if a type of fee to be collected is immediately necessary to fund infrastructure construction that is directly needed by the building being constructed for a residential building then the fee for that related category shall be collected at the time the building permit is issued by the City, if the determination for the need to accelerate payment is made prior to approving the final map that including the relevant building lot(s). City shall send Owner a written detailed and comprehensive justification for accelerating collection of the fee based upon the reason stated in this sentence and shall meet and confer with Owner in good faith at the earliest possible time before accelerating collection of the specific category of fee for the specific final map buildings. In no event shall the time to pay the applicable fees exceed twenty four (24) months from approval of the final inspection for a residential lot.

However, if during the twenty-four months City determines that some or all of the deferred fees are immediately needed to fund infrastructure construction that is directly needed for the future occupants of the residential unit then the City has the right to deliver written notice to the real property owner demanding payment of the applicable fee and the real property owner shall pay the demand within thirty (30) days of receipt of City's written notice.

(iv) The Ellis Specific Plan Finance and Implementation Plan ("EFIP") shall be the finance plan for ESP Property, and the amount of fees as documented is a vested element, and no other fees shall be charged without the mutually written consent of the parties. Owner may request that the ESP or a portion of the ESP join another finance district and upon approval by Owner and City

the ESP or a portion of the ESP may be included in a different finance district, including updating the EFIP as needed.

(v) For any finance district, district fee, or community facility districts to be effective Owner's prior written consent, which may be withheld for any reason, is required for any property subject to this development agreement and, the Ellis Community Facilities District (ECFD) has been approved by Owner and is in effect. The obligation to make ECFD payments to City for maintaining the Swim Center shall be considered a community wide benefit and shall take the place of, be the equivalent of participating in and shall constitute full satisfaction for any future community wide facilities district or fees, including any facility district or other funding mechanism to fund public services, public landscape, park maintenance, basin maintenance, project-specific maintenance, police, fire and/or public works. Owner agrees to include Property into the ECFD and therefore, City shall not delay, deny, or condition any application filed, or processing for any Property because any or all of the Property is not joined into a CFD, Mello Roos District, or other Financing District.

(h) Subject to Section 1.02, Owner shall have the right but not the obligation to file a request with the City to approve and if approved thereafter have recorded this development agreement against DA Property subject to the following conditions being satisfied:

(i) The DA Property has been annexed to the City of Tracy;

(ii) The Owner owns or has an enforceable right, within the meaning of "legal and equitable interest in real property" as used in current Government Code Section 65865(a) and (b), to purchase DA Property;

(iii) The Owner agrees to annex the DA Property into the Ellis Property Owners Association, the ECFD or equivalent community finance district, the Ellis Finance Plan, or other requisite finance districts; and,

(iv) The development agreement, either in the form of this Development Agreement or as may be modified by the parties, proposed for DA Property contains an amended property description that includes a property description of the DA Property.

(v) The City Council adopts a finding that amending the property description into this Development Agreement is not inconsistent with the GMO in its form as of the Effective Date of this Agreement.

For purposes of this subsection 1.07(h) the parties acknowledge and agree the term “annexed to the City of Tracy” as used in subsection 1.07(h)(i) means the City of Tracy has complied with the California Environmental Quality Act for purposes of adopting a general plan designation, a zoning or pre-zoning classification, an application to the San Joaquin Local Agency Formation Commission (LAFCo) and, at Owner’s option, a specific plan and one or more tentative parcel or subdivision maps, and LAFCo has approved the City’s annexation request and, if required a sphere of influence amendment for real property not currently subject to the Development Agreement

(i) Notwithstanding any other provision of this Agreement or any other City ordinance, rule, regulation or custom: (1) except for a tentative map receiving DA RGAs in a calendar year, the Property shall not be subject to any limitation or condition concerning the total number of RGAs or building permits from all potential sources in any year or during any RGA and/or building permit cycle; and, (2) approved plot plans and building permits shall have a term of at least two

(2) years and shall be eligible for extensions as provided by the City ordinance, rules and regulations or other applicable laws.

5. Section 1.15(c) is added as follows.

(c) The concept plan for neighborhood parks shall be first presented to the City Parks Commission, the concept plan shall then be updated in coordination with City staff, and if City Council approves the neighborhood parks as part of the Specific Plan or relevant planning and approval documents (Project Plan) then the neighborhood park concept and design shall be in accordance with the then existing Project Plan and may including approximate size, name, location site plans, structures, equipment, uses, plants, trees, signage, color palette and features. Neighborhood parks may be one acre or more, and parks of two acres or more are allowed to have adjacent mail boxes with a roof structure, lighting and other features for mail service to the neighborhood residents, adjacent mail boxes with a roof structure shall not be a credit towards neighborhood park acreage, and maintenance for such neighborhood parks shall be funded by the Ellis community facility district or similar district. The neighborhood parks shall be bonded through a park improvement agreement or other acceptable agreement, at a bonding amount determined by the applicable finance plan or Project Plan, the developer shall be responsible for building the parks and there shall be no impact fee or other fees collected for neighborhood parks. The Project Plan shall provide developed neighborhood park land of three (3) acres per thousand residents. The Project Plan shall provide regulations on the character and amenities for each park. As the park system is implemented detailed designs will be developed for the construction of each park and the final location of parks shall be identified by Owner on tentative maps(s). Modifications and refinements of individual park designs including park location will be considered a minor variation as per the approved Project Plans. The elimination of a major

amenity, or comprehensive change of a major amenity to another use shall be considered a major variation and require review by the City parks commission.

6. Section 1.15 Ellis Specific Plan Parks (b) is deleted and replaced with the following:

(b) The timing of constructing Property neighborhood park improvements shall be according to the applicable Project Plan.

7. Section 1.15(d) is added as follows.

(d) Except for neighborhood park land which shall be maintained by City with funding from the ECFD, all landscape improvements shall be maintained by the Ellis Property Owners Association (EPOA), with funding from the ECFD. The City and EPOA have or shall enter into a maintenance agreement to set forth and facilitate among other things the required maintenance obligations, standards for maintenance, and other associated obligations(s) as well as compliance with the Ellis operations and maintenance manual, to ensure the long-term maintenance of all public park and landscape areas, and other public improvements within the ECFD boundaries. The City and EPOA may amend and make changes agreed upon to the maintenance agreement and Ellis operations and maintenances manual upon mutual consent. The maintenance manual will be updated by Owner periodically to include improvements which have been installed in public parks, landscape areas, and other public improvements within the ECFD boundaries, and updated versions shall be provided to the City and EPOA. The City and EPOA may then amend and make changes to existing improvement standards or guidelines which are part of the manual upon mutual agreement.

8. A new section 1.16(e) is added as follows:

e. On August 16, 2016 the parties agreed to defer the performance of certain acts. As consideration for this deference Owner agreed to:

(i) design and construct the Swim Center monument sign at the corner of Summit Drive and Corral Hollow Road at Owner's sole expense in an amount not to exceed One Hundred and Fifty Thousand Dollars (\$150,000); and,

(ii) expand and improve the Summit Drive paved travel section to the northeast along the frontage of the Swim Center to a five-foot wider section to accommodate potential future Swim Center turn lanes; and,

(iii) construct the frontage improvements for the Swim Center on Summit Drive; and,

(iv) construct the stubbed utilities to the Swim Center site from Summit Drive; and,

(v) fund up to One Hundred Thousand Dollars (\$100,000) for the resources of Surland planners and architects to work with the City to complete a design for the Swim Center.

9. A new section 1.17 is added as follows:

Section 1.17 **Community Facilities District.**

The City and Owner shall cooperate to annex property into the ECFD and the ECFD shall authorize bond indebtedness, and authorize the special taxes, and bond proceeds from the ECFD. Property identified as a Future Annexation Area may annex into a then existing improvement area, or a new improvement area using the unanimous approval process.

Any fees paid from Property or Owner which are determined to be subject to reimbursement with ECFD proceeds or other proceeds shall be deemed “deposits” which may be returned to Owner upon payment of an equivalent amount to the City from ECFD proceeds. City and Owner shall agree on all Property which shall be subject to any other community facility district.

10. A new section 1.18 is added as follows:

Section 1.18 **Program/Public Improvements/Infrastructure**

A. Except for the process to fund, design, and/or construct the Aquatic Center which is described at section 1.01(j) of this Second Amendment, Owner or Owner’s designee may fund, design, and/or construct any program/public infrastructure upon the execution of the requisite improvement agreement, as approved by the City which approval shall not be unreasonably withheld. Owner shall notify the City in writing of the intent to design and/or construct improvements, and at the time of such notice there shall not be a construction or improvement contract in effect that provides for the construction of the specific improvement. Owner shall insure that improvement agreements have been executed and security is posted for the work of the improvement. Owner shall be eligible for credits and/or reimbursements for the work in amounts equal to the full amount of the capital improvement program plan identified in the applicable fee program, or other public improvements, in such instances City shall not charge cost recovery for the related component of the plans and improvements, plans check fees shall be fully reimbursable. For site improvements which Owner or Owner’s designee will fund, design, and/or construct public infrastructure, and a plan check fee is collected by City, Owner shall be eligible to receive reimbursements of plan check fees paid, after acceptance of the improvement by the City, the City shall then reconcile actual costs against the plan check fee paid and shall only charge based on the

actual costs, for any project work over five million dollars which is allowed by City code. City shall keep all EFIP funds in discrete accounts, including program management, and provide Owner with an annual accounting of all accounts.

B. After the parties execute a written agreement to fund, design, and/or construct program infrastructure improvements all credits and reimbursements available to Owner, including without limitation credits and reimbursements available as a result of Owner's election,, shall apply to any program expenditure. Owner shall be eligible for both a credit against fees paid, and/or against future fees to be paid, and reimbursement. Owner and City shall enter into a master reimbursement agreement to identify credits and reimbursements, which shall become part of the reimbursement agreement prior to, concurrent with, or subsequent to the improvement(s).

C. Reimbursement Agreement credits and reimbursements, approved by the City through a Reimbursement Agreement shall be allocated in such a manner determined, and in the sole discretion of Owner as Owner deems appropriate, with credits being allocated to "like-kind" fees, like-kind fees shall be fees which are in the same fund type of infrastructure, such as water, wastewater, storm, transportation/roads, public facilities, parks, etc. Owner may have balances of credits before impact fee payments are due, in such event Owner may allocate such credits to specific lots by written direction to the City indicating available credits being applied to specific lots.

D. All program infrastructure/public improvement capacity funded or constructed by Owner shall be available to accommodate the fair share capacity for Owner's Property as approved by City in the relevant agreement (for purposes of this subsection D and section 1.18. F) The City has discretion on the use of the capacity prior to when Owner needs occur, so long as the capacity is available without delay or restriction to Owner or any partial use of this capacity is required or

needed. Owner may construct on-site and off-site infrastructure necessary to provide recycled water service. Recycled Water Fees will be paid in an amount equal to the requisite finance plan, and in accordance Project Plans but no other current or future fee. All recycled water infrastructure improvements within entry, collector and community streets, and other public streets as approved by the City, and as defined by the requisite Project Plan will be recommended by staff to be program costs as part of the water master plan update. Once adopted these costs will be subject to credit and reimbursement according to the reimbursement agreement designee. Concurrent with approval of a final map for any part of Property subject to the Agreement City shall review, and if capacity not currently being used exists, shall reserve wastewater services capacity for treatment and conveyance for residential and commercial wastewater uses included in the approved final map. Through this Agreement City shall allocate and vest in favor of Owner and City shall supply Owner water supply for 2,250 residential units, including all commercial areas and uses (Including Ellis Village Center and Limited Use Area) in the Ellis Specific Plan, including the Swim Center in accordance with the Ellis FIP. Owner shall have the right to use all fair share infrastructure capacity described in the Ellis FIP, including but not limited to storm, water, wastewater, transportation (traffic), community park and public buildings. The applicable Project Plan shall identify the financial plan(s) such as the Ellis FIP, the City Master Plans, or any other Fee Programs, or other impact fee, development impact fees and other fees and contributions identified and agreed upon by the City and Owner and attributable to a structure.

E. The Reimbursement Agreement shall be approved prior to the City Council second reading of with this Agreement, and within thirty (30) days after approval of the Reimbursement Agreement for the funding and/or constructing infrastructure, the City shall immediately establish separate Reimbursement accounts for the work identified in the Reimbursement Agreement, and

the work identified in future additional work to the Reimbursement Agreement for depositing reimbursements funds due per the Reimbursement Agreement. City shall provide Owner with a written accounting of funds available for reimbursement to the party identified in the Reimbursement Agreement for the Work within sixty (60) days after executing the Reimbursement Agreement or additional work to the Reimbursement Agreement, City shall transfer to the appropriate reimbursement account all available funding necessary to reimburse Developer for any of the Work Components identified in the Reimbursement Agreement which are subject to an executed Improvement Agreement, Off-Site Improvement Agreement, or other agreement to construct the Work Components. In accordance with the Reimbursement Agreement Fee Credits, as this term is defined in the Reimbursement Agreement, credits may be applied toward impact fees due or paid, on any property with like kind infrastructure fees, by notice to the City from Reimbursement Agreement identified party, after the City Council accepts the Work component identified in the Reimbursement Agreement. The City and Owner shall cooperate to amend the Reimbursement Agreement to add additional Work components as necessary. Reimbursements and credits will be based on infrastructure category funds such as water, wastewater, roadways, parks, and storm, etc.

Sources for the Reimbursements may include monies from the South ISP, Plan C, RSP, Infill, I-205, Ellis FIP, Master Plans, benefitting properties, and/or other City Impact Fee Funds, Finance Plans, or other funding sources, as identified by the City. Credits shall apply against Impact Fees, which otherwise would be payable by properties to City, and applied as directed in writing to the City by the party identified in the Reimbursement Agreement. Payment of reimbursements by City shall be by check or by wire and payable as per the Reimbursement

Agreement. City shall provide Owner a quarterly report indicating the balance of said reimbursement accounts. Administrative costs may apply for enhanced reporting and accounting.

All reimbursements shall be made in full in accordance with the Reimbursement Agreement from funds available at least as often as each City fiscal quarter the City shall release and immediately disburse all funds in any accounts in accordance with the Reimbursement Agreement. The reimbursement agreement will not substantially impair existing reimbursement agreements, or written commitments in effect, as of the date of this amendment. The City represents, warrants and covenants that the funds deposited in infrastructure fund account(s) available for reimbursement shall not be used for any intra-fund transfer without the prior written consent in accordance with the Reimbursement Agreement. Funds in the account shall be deposited in an interest-bearing account and all interest shall be paid in accordance with the Reimbursement Agreement as additional consideration for entering into this Agreement. City shall make all reasonable efforts to provide the "Total Credit and Reimbursement" as of approval of an agreement for the improvement(s) or work, or as soon thereafter as possible. The right to Reimbursement for the improvement(s) or work shall have priority over other improvement projects, or reimbursements. The reimbursement agreement will not substantially impair existing reimbursement agreements, or written commitments in effect as of the date of this amendment.

F. Wastewater treatment capacity needed by Owner which have not yet been provided shall be made available from existing available capacity of the Tracy Waste Water Treatment Plant by determining the capacity requirements of a final map for use of available capacity during the processing of the final map. Owner may participate in additional expansions above for Owner needs by request to the City. The Ellis Initial Capacity shall be applied to the Property according to written directions from Owner to City. In addition to the Ellis Initial Capacity, all property

depicted on final maps which are approved by the City shall be served by the existing wastewater treatment capacity. The Ellis Initial Capacity credits shall be applied to the Property according to written directions from Owner to City. Owner wastewater conveyance needs which have not been met shall be included in the Corral Hollow Conveyance Expansion, or other requisite conveyance system(s) as approved by City, which approval shall not be unreasonably withheld. City shall make available a minimum capacity from the Corral Hollow Conveyance Capacity Phase 1 Expansion (referred to as a choke point at times) for five hundred and fifty (550) residential units whenever needed by Owner for project improvements and/or development until the ultimate Corral Hollow Conveyance Expansion is complete. Owner may use the Eastside sewer conveyance system via a connection through Peony on an interim basis for the first 550 residential units until the ultimate Corral Hollow Conveyance Expansion upgrades are constructed and operational, including the Corral Hollow conveyance system connection to Ellis Town Drive to serve conveyance required by Owner in the Corral Hollow Conveyance System for property subject to this Agreement.

11. Section 3.01(b).4 is deleted.

12. Section 3.01(b).9 shall be deleted from the Development Agreement and the following inserted in its place.

(9) "**Certificate of Occupancy**" shall mean a certificate issued by the City authorizing occupancy of a residential unit.

[SIGNATURES ON THE FOLLOWING PAGE]

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

"City"

CITY OF TRACY, a municipal
corporation

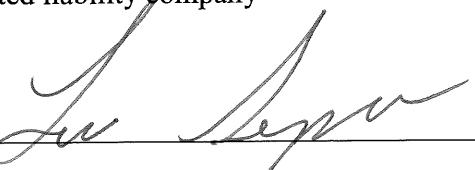

By: Robert Rickman

Title: Mayor

Date: 5-10-18

"Owner"

SURLAND COMMUNITIES, LLC, a California
limited liability company


By:

By:

Les Serpa

Title:

Date: President
May 3, 2018

Attest:


By: Adrienne Richardson

Title: CITY CLERK

Date: 5/10/2018

APPROVED AS TO FORM:


By: Thomas Watson

Title: CITY ATTORNEY

Date: 5/18/18

ACKNOWLEDGMENT

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

State of California
County of San Joaquin)

On May 3, 2018 before me, Kirstie L. McKenzie, Notary Public
(insert name and title of the officer)

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

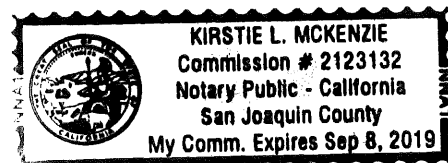
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



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.

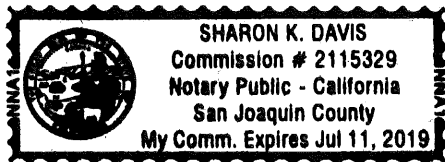
State of California

County of San Joaquin }

On 5/10/18 before me, Sharon K. Davis, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert Rickman
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 Sharon K. Davis
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: _____

Document Date: _____ Number of Pages: _____

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 of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

EXHIBIT A

When Recorded return to:

For Recorder's Use Only

AQUATIC PARK TERMS

- 1.1. Aquatic Park Annual Pass. Members of the EPOA, as property owners within the boundaries of the ECFD, shall receive a pass (pass for annual all access and use at no charge for utilization of all facilities and amenities located within the Aquatic Park 16-acre site for residents of a household at any time (the "Aquatic Center Pass")) for each member's household to the Aquatic Park at Ellis which is within the boundaries of the ECFD. The Commercial Property Owners Association ("CPOA") shall receive a number of Aquatic Center Passes equal to the number of commercial lots, parcels, and condominium units, within the Ellis Storage/Limited Use and Ellis Village Center area which are within the boundaries of the ECFD. The EPOA and CPOA shall, for the benefit of the City, administer the process of annually providing the Aquatic Center Pass and shall keep accurate records of property ownership, lots/parcels/units, and determine eligibility.
- 1.2. Naming Rights. Serpa Aquatic Park shall be the official and the sole and exclusive name for aquatic park at Ellis. The exclusive imaging elements and permanent signage connected to the aquatic park shall come from the design of the aquatic park which shall have the locations and dimensions generally set forth in the Surland aquatic park design which shall then become Exhibit "A" to this Document shall not change without written agreement of Rights Holder. Permanent signage is defined as any fixed signage that is present for all events, including any digital signage. The cost of the design, installation, implementation and maintenance of such signage shall be paid as a cost of the aquatic park project. Serpa Aquatic Park shall be the exclusive Aquatic Park name for the park, and shall be included in all signage, digital signage, marketing, promotion, websites, apparel, and printed material, and shall have prominence and dominance over any naming or sponsors having a presence inside or outside of the Aquatic Park. Prominence must be present in the embodiment of the park structures and each and every event at the facility. No other signage, or naming shall be placed on any structures, buildings, offsite or onsite signage, or used in digital, or fixed signage without written consent of Rights Holder. The style manual which includes approved artwork for park logos and stylized form of the park name shall be used for all signage, websites, advertising, paper products, tickets, passes, apparel, marketing, print, merchandise inventory, and other items. The Les and Carol Serpa Aquatic Park may also be prominently used throughout the Aquatic Park as generally set forth in Exhibit "A" to this Document and shall not change without written consent of Rights Holder. The Aquatic Park signage locations, size, and style as depicted

in Exhibit "A" to this Document shall not change without the consent of Rights Holder. Any signs prepared for gyms, party rooms, event areas, archways and entry gates, or any other signs for the Aquatic Park shall include the official name or logo either in or adjacent to the name of the respective arch or entry. Any apparel, wrist bands, tickets, or other items prepared, given away, used, or sold for the gym, party rooms, events, passes, or any other productions for the Aquatic Park shall include the official name or logo prominently. Aquatic Park official name or logo shall be prominently displayed in and on all design materials, images, illustrations, renderings, site plans, blueprints, animation, video or other depictions that are developed for the Aquatic Park.

- 1.3. **Exclusivity.** Other than using the official name, unless approved in writing by Rights Holder, the City will not permit any exterior signage, advertising, or promotion on the aquatic park or, on the grounds surrounding the aquatic park (including the entry, gym, parking lots, driveways and roads approaching and surrounding the aquatic park), either temporary or permanent. The City agrees to provide that any party entering into an agreement with the City to use the aquatic park for any event cannot remove, cover or otherwise obscure the view of any signage, or naming without the written consent of Rights Holder.
- 1.4. **Advertising, Marketing, Events.** All advertising, marketing, website, and any other locational information, including event advertising, and promotion by any party shall use the following for identification and naming purposes of the event "Serpa Aquatic Park at Ellis". The name shall be of the same font size as the largest font size in the print, and shall be a minimum of 10% of the total area, or 10% of the total time as applicable.
- 1.5. **Indemnification Against Claims by Third Parties.** The City shall defend, indemnify and hold harmless, to the extent permitted by law, Rights Holder from and against any and all claims, damages, causes of action, judgments, liens, losses and costs and liabilities including, without limitation, attorneys, fees and other litigation expenses arising from the City's acts, omissions or breach of this Document and/or from any litigation, arbitration, hearing, investigation or other proceeding commenced by any third party alleging or arising from claims of wrongful conduct or omission by the City, including, but not limited to, negligence, breach of warranty, and unsafe, hazardous, or defective product or service, except to the extent that such damages, claims, losses and judgments and costs incident thereto are caused by the negligence or intentional misconduct of any party seeking indemnification hereunder. The City shall at all times be insured with liability insurance and such insurance as will provide against claims which may arise from the City's operations of the aquatic park and under this Document.
- 1.6. **Copyrights, Trademarks, Service Marks, Logos and Similar Rights of Serpa Aquatic Park. Serpa Aquatic Park Marks.** The parties acknowledge that Rights Holder shall own, and have the responsibility to protect, in the United States, and elsewhere in its sole discretion, the trade name "Serpa Aquatic Park", "Serpa Aquatic Park at Ellis", and all associated trademarks, logos, designs, and service marks (the "Aquatic Park Marks"). Rights Holder hereby grants the City a non-exclusive royalty-free, worldwide license to use the Aquatic Park Marks, subject to the terms provided below, for the purpose of promoting the Aquatic Park. Rights Holder further grants the City the right to sublicense the Aquatic Park Marks as approved from time to time by Rights Holder. Further, all such uses of the Aquatic Park Marks shall be subject to the prior written consent of Rights Holder as to form, copy and content. The City agrees that it will

include the name of "Serpa Aquatic Park" and any related logo or trademark for all of the following related to the Aquatic Park, on all of its letterhead, envelopes, invoices, brochures, business cards and shall include the name of the Aquatic Park in its address. The City shall use "Serpa Aquatic Park" when making reference to the aquatic park and no other name shall be used without the written consent of Rights Holder. The City in any and all contracts, agreements, arrangements, writings and communications, entered into or amended after the date of this Document, pertaining in any manner to the Aquatic Park (such as contracts with tenants, lessors, operators, and users, suppliers, clubs, media, advertisers and others) shall refer to, and as a term of such contracts, agreements and/or arrangements shall require all other parties to such contracts, agreements and/or arrangements to refer to the Aquatic Park as, and only as, "Serpa Aquatic Park." All printed materials promulgated by the City which would normally refer to the address or site of the Aquatic Park shall refer to the Aquatic Park as "Serpa Aquatic Park at Ellis." The City agrees to use reasonable efforts to ensure that the name "Serpa Aquatic Park" is (i) used in all communications and media concerning the Aquatic Park; and (ii) used by all media and news organizations. With respect to all events that are specifically created for the Aquatic Park by the City or scheduled or hosted in the Aquatic Park by the City or its affiliates, or lessors during the Term, the City agrees that for all such events the City shall use its best efforts to require that (i) all communications and media concerning the Aquatic Park; (ii) all local media and news organizations; and (iii) all tickets issued by users of the Aquatic Park will refer to the Aquatic Park as "Serpa Aquatic Park at Ellis." In addition, the City shall use its reasonable efforts to require that all advertising by users of the Aquatic Park, including teams, leagues, business, or associations refers to the Aquatic Park as "Serpa Aquatic Park at Ellis".

- 1.7. Entire Document; Amendment; Assignment. This Document constitutes the entire agreement and understanding between Rights Holder and the City and supersedes all prior agreements, understandings and representations relating to the subject matter. This Document may only be amended, modified or supplemented by a written agreement between Rights Holder and the City. This Document may not be assigned by either party except with the prior written consent of the other party; provided, however, that Rights Holder may assign this Document as part of any planning undertaken by Rights Holder for future authorizations related to this Document.

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

EXHIBIT B

APPLICATION FOR RESIDENTIAL GROWTH ALLOTMENTS – GMO Subsection F.3

Application

Applicant Information

Name: _____ Telephone No.: _____

Company: _____

Mailing Address: _____

City/State/Zip Code: _____

Owner Information

Name: _____ Telephone No.: _____

Company: _____

Mailing Address: _____

City/State/Zip Code: _____

Tentative Map / Map / RGA Information

Tentative Map or other Map: _____

of RGA's requested: _____

Applicant's Signature

I, the undersigned, have complied with the requirements of the Development Agreement relevant to this application:

Applicant's Signature

Date

APPLICATION FOR RESIDENTIAL GROWTH ALLOTMENTS – GMO Subsection F.4

Application

Applicant Information

Name: _____ Telephone No.: _____

Company: _____

Mailing Address: _____

City/State/Zip Code: _____

Owner Information

Name: _____ Telephone No.: _____

Company: _____

Mailing Address: _____

City/State/Zip Code: _____

Tentative Map / Map / RGA Information

Tentative Map or other Map: _____

of RGA's requested: _____

Applicant's Signature

I, the undersigned, have complied with the requirements of the Development Agreement relevant to this application:

Applicant's Signature

Date

When Recorded return to:

EXHIBIT C

For Recorder's Use Only

AGREEMENT FOR DEFERRAL OF CERTAIN IMPACT FEES

THIS AGREEMENT is entered into by and between the City of Tracy ("City"), and _____, ("Applicant") on _____ to secure the payment of certain impact fees, which the City has agreed may be deferred until sometime after the filing of the Final Map for this Project and the issuance of building permits.

Recitals

- A. Applicant owns the land included on the final map entitled "_____" ("Final Map"), which is to record concurrently with this Agreement for Deferral of Certain Impact Fees ("Agreement") for the project known as _____, ("Project"). New homes will be constructed on the lots created by the Final Map.
- B. Applicant has requested a deferral of certain impact fees, which are imposed under Tracy ordinances and resolutions for said Project.
- C. City has agreed to defer the payment of such impact fees ("Deferred Impact Fee") until each new home that is constructed on a lot depicted on the Final Map is sold and conveyed to the original homebuyer as evidenced by a completed close of escrow transaction. The impact fees that shall be paid to the City are itemized on a per lot basis on the Deferred Impact Fee Schedule by Lot No. attached as Exhibit "B" ("Deferred Impact Fee"). The Deferred Impact Fee Schedule may be adjusted by mutual consent of the City and Applicant at any time prior to payment in order to account for fee credits or fee adjustments.
- D. Applicant shall cause an escrow to be opened with an escrow holder ("Escrow Holder") who is processing the escrow closings for the sale of the new homes in the Project. The Deferred Impact Fee shall be paid to City by the Escrow Holder through the escrow upon the close of escrow of each new home sale in the Project to the original homebuyer.
- E. Upon request from Applicant, City shall provide Escrow Holder with a Demand Letter that provides the Deferred Impact Fee for particular lot in the form attached as Exhibit "C" in connection with the sale of a new home to a homebuyer.

- F. Upon receipt of Deferred Impact Fee from Escrow Holder, City shall provide Escrow Holder with a Confirmation and Instruction Letter that confirms the Deferred Impact Fee for a particular lot has been received by City and paid in full, in the form attached as Exhibit "A".

NOW, THEREFORE, the parties hereto agree to the following:

1. This Agreement shall be recorded immediately after the recordation of the Final Map
2. Upon completion of the new home on any lot as shown on the Final Map in the Project, the City shall allow Applicant to obtain utility services, including water, sewer, gas and electricity, to the house; but, shall not allow occupancy until the Escrow has closed and the City has received the Deferred Impact Fee, as set forth below.
3. The Applicant shall instruct the Escrow Holder to deduct sufficient funds to pay the Deferred Impact Fee from the sale escrow of a new home to the original buyer and such Deferred Impact Fee shall be wired by the Escrow Holder to the City as a condition of the closing of such escrow and the conveyance of a lot in the Project to the original homebuyer.
4. Upon receipt of said Deferred Impact Fee by the City from the sale of a new home located on a lot shown on the Final Map that is conveyed to the original homebuyer, this Agreement shall be deemed irrevocably released on said lot in the Project without the necessity of a recorded release signed by the City, and Escrow Holder shall remove any and all exceptions or notices on the title or record related to Deferred Impact Fee for said lot. City agrees to promptly execute and record a release of the Agreement, upon request, if necessary to remove the Agreement from the title to a lot.
5. General Provisions.

- 5.1 Notices. Notices to the parties shall be in writing and delivered in person, or sent by certified mail, postage prepaid, return receipt requested, to the principal offices of the City and Applicant. Notice shall be effective on the date delivered in person or the date when the postal authorities indicate the mailing was delivered to the address of the receiving party indicated below.

To Applicant:

To City:

- 5.2 California Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of California.

- 5.3 Severability. If any one or more of the provisions of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the

validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or be impaired in any way.

- 5.4 Attorneys' Fees. If any party files an action or brings any proceeding against the other party arising out of this Agreement or for the declaration of any rights under this Agreement, the prevailing party shall be entitled to recover from the other parties all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party as determined by the court.
- 5.5 Modification. This Agreement cannot be modified in any respect except by a writing signed and entered into by the Applicant and the City.
- 5.6 Captions. The captions of the paragraphs of this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope of the intent of the Agreement.

IN WITNESS WHEREOF, this Agreement is executed by THE CITY OF TRACY and by APPLICANT.

CITY OF TRACY

By: _____

Its: _____

APPLICANT

By: _____

Its: _____

Approved as to form and legality this
_____ day of _____, 20__ .

City Attorney

Exhibit "A"

Confirmation and Instruction Letter

To: _____ (Escrow Holder)
From: The City of Tracy
Re: Payment of Deferred Fee
Final Map _____, Lot # _____
Address _____ of _____ Property: _____
Your Escrow Number if applicable: _____
Date: _____

Regarding the above referenced escrow, Escrow Holder is directed, pursuant to the provisions of the Agreement of Deferral of Certain Impact Fees, recorded on _____, as Document Number _____ in Official Records of the San Joaquin County Recorder's Office, that the following amount has been collected from the above referenced Lot either directly by the City or from Escrow the sum of \$ _____, representing the amount of the Deferred Impact Fee ascribable to the above referenced Lot. Such Deferred Fee has been collected and received by the City of Tracy.

Upon the Escrow Holder receipt of this Confirmation and Instruction Letter, the Agreement of Deferral of Certain Impact Fees shall be deemed irrevocably released on said lot in the Project with this letter considered a release signed and authorized by the City, which may be recorded.

City of Tracy

By: _____

Its: _____

Exhibit “B”

Deferred Fee Schedule

By Lot No.

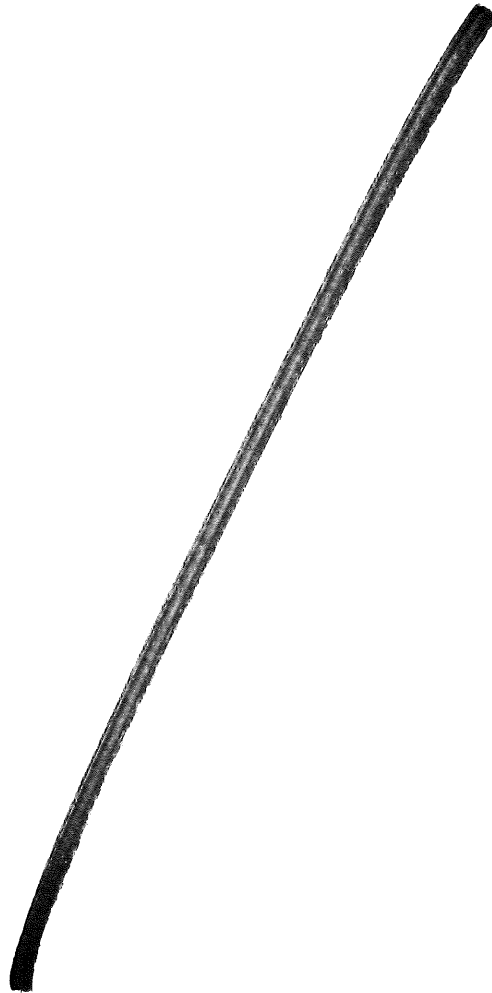


Exhibit "C"

Demand Letter

To: _____ (Escrow Holder)

From: The City of Tracy

Re: Payment of Deferred Fee

Final Map _____ Lot # _____

Address of Property: _____

Your Escrow Number: _____

Date: _____

Regarding the above referenced escrow, you are directed, pursuant to the provisions of the Agreement of Deferral of Certain Impact Fees, recorded on _____, as Document Number _____ in Official Records of the San Joaquin County Recorder's Office, to collect from the above referenced Escrow the sum of \$ _____, representing the amount of the Deferred Impact Fee allocated to the above referenced Lot. Such Deferred Fee shall be collected at the closing the escrow and wired to the City of Tracy as follows:

Wiring Instructions.

Upon the City of Tracy's receipt of such Deferred Impact Fee, the Agreement of Deferral of Certain Impact Fees shall be deemed irrevocably released on said lot in the Project without the necessity of a recorded release signed by the City.

City of Tracy

By: _____

Its: _____

EXHIBIT D

**SWIM CENTER
DESIGN, FUNDING, AND CONSTRUCTION
AGREEMENT**

By and Between the

CITY OF TRACY,
a municipal corporation and

SURLAND COMMUNITIES, LLC

Effective Date: _____, 20__



SWIM CENTER

AGREEMENT

This Swim Center Acquisition Agreement ("Agreement") is made by and between the CITY OF TRACY, a municipal corporation ("City"), and SURLAND COMMUNITIES, LLC ("Owner") (City and Owner are collectively referred to as "Parties") and is effective as of May 3, 2018.

RECITALS

- A. The Ellis Specific Plan identifies an approximately 1.6 acre (the "Property") within the plan for an Swim Center.
- B. On April 3, 2018, the City Council approved and adopted a development agreement amendment which includes the Property (the "DA").
- C. The DA obligates Owner to retain and compensate consultants, and contractors for the design and construction of a Swim Center ("Swim Center") on the Property, and requires Owner and the City to execute this Agreement to provide for and memorialize the Parties' obligations with regard to site acquisition, design, and construction of the Swim Center. This Agreement intends to provide the method by which Owner will perform this obligation but does not intend to expand or change the Owner obligation as presented in the amendment to the Development Agreement. The City acknowledges that Owner is not a licensed contractor and therefore in performing the obligations of this Agreement Owner shall retain the services of license contractor as required by law.

AGREEMENT

Based upon the foregoing Recitals, which are incorporated herein as provisions of this Agreement by this reference, and in consideration of the covenants and promises of the City and Owner contained in this Agreement, the Parties agree to perform each of their respective obligations in a timely manner.

SECTION 1 -Definitions

"Affiliate" means (i) an entity that, directly or indirectly, controls, is controlled by, or is under common control with, Owner; or (ii) an entity in which Owner directly or indirectly owns at least a twenty-five percent (25%) interest.

"City" means the City of Tracy, acting through its City Council, officers, employees, and authorized representatives.

"City Engineer" means the City Engineer for the City of Tracy or authorized delegee.

"Construction Contract" means the contract between Owner and Owner's contractor(s) for all of the Work (as defined below) required to construct the Swim Center as designed, including all

services required to be provided by or customarily provided by or under the direction of a licensed general contractor.

"Construction Contract Price" means the total amount of contractors Construction Contract(s).

"Construction Documents" means the design and construction documents, including the Construction Contract and all drawings, specifications, and schematic plans prepared pursuant to the RFP (as defined below), if Owner elects to follow the RFP process, and consistent with all applicable local, state, and federal laws, ordinances, policies, and regulations.

"Development Agreement" or "DA" is defined in Recital B.

"Final Acceptance" means that, following Final Completion, the City has received Owner's irrevocable offer of dedication for the Swim Center Site and all improvements thereon, and the City Council has formally accepted the Work by resolution.

"Final Completion" means that the City Engineer and City Building Official have determined that the Work has been fully completed in accordance with the Construction Documents and this Agreement, including all Punch List items, and title to the Swim Center Site is free and clear of all construction liens and encumbrances, unless otherwise assumed by City.

"Site" is defined as the real property selected by the City Council for this project.

"Swim Center" is defined in Recital C and in the Ellis Specific Plan.

"Swim Center Site" means the Site for the Swim Center that is owned by or under contract to purchase by Owner or Owner's affiliate until City's acquisition at Final Acceptance, and is further described in Section 3.

"Request for Proposal" or "RFP" means Owner's optional "Request for Proposals for Consultant Services" related to design, architectural, and other consultant services, including construction of the Swim Center.

"Total Cost" means all costs, including, but not limited to, costs of design, architectural, consultants, engineering, plan checking, land preparation, utilities installation, project management and overhead, applicable governmental fees, materials, labor, and construction.

"Work" means all of the design and construction services necessary or incidental to completing the Swim Center in conformance with the requirements of the DA, this Agreement, and the Construction Documents.

SECTION 2 – City Site Selection

Pursuant to the DA and Section 2 of this Agreement, the City has selected the Site for the Swim Center. The Site shall be in the location, and as described in the offer of dedication. Owner shall own or acquire the Site selected by the City, and the City shall not own the Swim Center Site until Final Acceptance.

SECTION 3 – City Approval of Plans and Construction Documents

Within sixty (60) days after the Development Agreement Amendment is Effective, the Specific Plan is approved and the Owner-Tracy Swim Center construction agreement is executed, then Owner and City representatives shall meet to establish joint timelines and milestones for event 3) and event 4): 1) Owner presenting a final conceptual plan for the Swim Center to the City for City review and approval on or before April 30, 2018; 2) a community groundbreaking ceremony on or before September 30, 2018; 3) After the City has approved all necessary design, plans and construction documents, Owner bid out and enter into a construction contract; and, 4) Owner completing the construction according to the construction documents and this document.

Before Owner starts preparing construction improvement plans the City Council shall approve a final conceptual plan, and a list of design, construction and/or improvements that Owner shall cause to be designed and/or constructed. If, after the City Council approves a final conceptual plan, it decides to modify the plan or add additional features or amenities then all direct and indirect costs of changing the conceptual plan or any design or construction plans relying on the original conceptual plan shall be additive funding provided by the City above the initial Swim Center funding and within the time periods specified herein. To insure the Swim Center is completed with available funds the project may be bid with a base bid, and with bid alternatives, depending on available funds bid alternates may or may not be awarded. City shall promptly approve the Construction Documents, including all design plans, drawings, and specifications. The Construction Documents must include an estimated Construction Contract Price, and must comply with the following:

1. California Building Code; and
2. Applicable Law

SECTION 4 – Schedule

A. General Surety Requirements

Each bond must be issued by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from City, Owner must substitute a surety reasonably acceptable to City.

B. Required Bonds

1. Faithful Performance Bond

To secure faithful performance of this Agreement each contractor not covered by a bond for the project shall provide a faithful performance bond in the amount of the work provided, a performance bond shall be provided to the City in the amount of the Construction Contract Price prior to commencement of

construction. The bond must be in the form required by Government Code sections 66499 through 66499.10.

2. Warranty Bond

As a condition precedent to City's Final Acceptance of the Swim Center, a warranty bond must be provided in the amount of 10% of the final Construction Contract Price of the Swim Center, as a full guarantee for one year of Work following Final Acceptance.

Bonds and insurance shall be purchased from the Owner's Contribution funds, funds contributed by the City for the project, or paid for by the contractor.

SECTION 5 – Construction

A. Owner's Obligation to Cause to Construct

Owner shall cause to be constructed the Swim Center in conformance with the Construction Documents to Final Completion.

B. Owner's Swim Center Contribution

Owner's maximum financial obligation regarding the Swim Center is Ten Million Dollars (\$10,000,000.00) ("Owner's Contribution") for the Total Cost. Previously Owner has provided Two Million Dollars of a Ten Million Dollar contribution to the City for the Swim Center. City shall cause the Two Million Dollars initial contribution to be applied to the Owner's design and construction activities in accordance with Exhibit "A", including but not limited to reimbursing Owner for all of Owner's design activity expenses undertaken prior to executing this Agreement, subject to Owner providing City true and correct copies of invoices for the work performed or, at the discretion of Owner, the City shall treat the expense of all of Owner's design activities as credits against development fees. After the Two Million Dollar initial contribution is applied to the Eight Million future contribution then the remaining obligation shall be satisfied in full by Owner facilitating Swim Center design and construction of improvements equal to Ten Million Dollars in costs incurred by Owner. In anticipation of this agreement and at the City's request, the Owner retained consultants prior to approving and executing this agreement or the amendment to the Development Agreement, and funds expended by the Owner prior to this agreement or the amendment to the Development Agreement being executed shall be eligible for reimbursement or credits.

C. City's Obligation for Costs over Owner's Contribution

The City shall provide funding for the Swim Center in an amount equal to Thirty-Five Million Dollars with a supplementary contingency amount of twenty percent of the total

estimated costs of Forty-Five Million Dollars (Swim Center Funding). This additional construction of approved plans, which shall take into account the total Swim Center Funding, shall represent Owner's entire obligation to facilitate design and construction improvements for the Swim Center improvements and once the additional agreed upon improvements are constructed the Owner's obligation to facilitate design and construction improvements for the Swim Center under this agreement automatically terminates. Owner shall have no obligation to advance funds above the Owner's Contribution to continue or complete the Swim Center and upon reaching the amount of Owner's Contribution if City fails to fund its share, Owner shall be conclusively deemed to have satisfied its obligation under this agreement and the Development Agreement. City shall pay in full all requested invoiced payments to Owner or Contractor within thirty (30) days of the portion of the Work completion from city Swim Center funding.

D. Change Orders

Change orders which include costs of more than 10% of the construction contingency shall require the City Manager's or his/her designee's approval, which shall not be unreasonably withheld or delayed. Change orders which include costs 10% or less of the construction contingency shall require the Assistant City Manager's or his/her designee's approval, which shall not be unreasonably withheld or delayed.

E. Prevailing Wages

Each worker performing Work under this Agreement that is covered under Labor Code section 1720 or 1720.9, including cleanup of the construction site, must be paid at a rate not less than the prevailing wage as defined in sections 1771 and 1774 of the Labor Code.

F. Payroll Records

At all times during performance of this Agreement, Owner's contractor must comply with the provisions of Labor Code section 1776 and 1812 and all implementing regulations, which are fully incorporated by this reference, including requirements for electronic submission of payroll records.

G. Insurance

Prior to the commencement of construction, the Owner shall furnish or cause to be furnished evidence to the City that all of the following insurance requirements have been satisfied:

1. General Requirements

The Owner shall or shall cause its agents or contractors to maintain insurance to cover Owner, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

2. Policies and Limits

- (a) Commercial General Liability Insurance ("CGL"): A CGL policy (with coverage at least as broad as ISO form CG 00 01 01 96) in an amount not less than \$3,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
- (b) Automobile Liability Insurance: An automobile policy (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
- (c) Workers' Compensation Insurance and Employer's Liability: As required by the State of California.

3. Required Endorsements

The automobile and commercial general liability policies shall contain endorsements with the following provisions:

- (a) The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."
- (b) For any claims related to this Agreement, the required coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Owner's (or contractor or agent, if provided by them) insurance and shall not contribute with it.

4. Notice of Cancellation

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

5. Authorized Insurers

All insurance companies providing coverage required by this Agreement shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

6. Insurance Certificate

Owner (or its agent or contractor) shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City Attorney.

7. Substitution of Certificates

No later than thirty (30) days prior to the policy expiration date of any insurance policy required by this Agreement, Owner (or agent contractor) shall provide a substitute certificate of insurance.

8. Owner's Obligation

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

SECTION 6: Inspection and Final Completion

A. Inspection and Oversight

The City may perform daily field inspections of the construction in progress, during regular business hours, as required to assure that the construction is in accordance with the requirements of this Agreement. All inspections shall be coordinated with Owner's designee with at least 24 hours advance written notice and the City inspection team shall be accompanied by Owner's designee at all times when on Site. In order to permit the City to inspect the Work, the Owner shall, at all times, provide to the City proper and safe access to the site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation. The City shall receive copies of materials quality tests required to assure that the quality meets the construction plans requirements, and may require inspection or any re-testing which may be necessary. The City will perform a final inspection of the Work and prepare an inspection report, setting forth any deficiencies from the Construction Documents that may exist (the "Punch List"). Prior to determining that Owner has achieved Final Completion, as described below, the City may re-inspect any corrective work performed by Owner and the as-built construction plans and records to insure the Punch List has been completed.

B. Final Completion

The City shall certify that Owner has achieved Final Completion when both the City Engineer and City Building Official have determined that the Work is fully completed in accordance with the Construction Documents and this Agreement. Final Completion cannot be achieved until Owner has completed all Punch List items and provided all required submittals, including any contractor warranty, and as-built drawings, to City's satisfaction. After Final Completion has occurred, the City Engineer will

recommend Final Acceptance to the City Council. Upon request by Owner City shall provide a Punch List within fifteen days, and once the work from the Punch List provided is complete City shall certify that Owner has achieved Final Completion.

SECTION 7: Dedication and Acceptance

Final Acceptance by the City Council will not be made unless and until a final inspection and determination of Final Completion has been made by the City Engineer and City Building Official in accordance with Section 5.B above, and Owner has submitted to the City an irrevocable offer of dedication for the Swim Center Site with improvements from Owner and evidence that the title to the Swim Center Site is free of all construction liens and encumbrances. Upon recommendation of the City Engineer, the City Council shall formally accept the Work by resolution.

SECTION 8: Warranties and Fee Credits

A. Correction of Defective Work During the Warranty Period

The Contractor(s) shall warrant the quality of the Work, in accordance with the terms of the plans and Construction Documents, for a period of one year after Final Acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer, or if requested validated by a 3rd party agreed upon by Contractor and City to be defective, the City shall notify Owner of the defect and the Owner shall begin facilitation of the correction of the defect within ten (10) days of receiving notice of the defect from the City. If the defect cannot be corrected within 30 days, Owner shall have such time as is necessary to correct the defect, provided that Owner has timely caused the correction to begin and the contractor is diligently continuing the work necessary to correct the defect. If Owner fails to have the contractor begin the work to correct the defect within 60 days of receiving such notice, or fails to diligently have the contractor continue such work, as reasonably determined by the City, City may take actions as necessary to complete the Work using the Warranty Bond. Pursuant to Section 4.B.3 of this Agreement, Contractor's must provide City with a warranty bond as a condition precedent to Final Acceptance.

SECTION 9: Indemnity

To the fullest extent permitted by law, Owner must indemnify, defend, and hold harmless the City, its agents and consultants (individually, an "Indemnitee," and collectively the "Indemnitees") from and against any and all liability, loss, damage, claims, expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of or in connection with acts or omissions of Owner, its employees, subcontractors, representatives, or agents, in bidding or performing the Work or its failure to comply with any of its obligations under the Agreement, except such Liability caused by the active and sole negligence, or willful misconduct, of an Indemnitee. Owner's failure or refusal to timely accept a tender of defense pursuant to this provision will be deemed a material breach of this Agreement. Upon Final Acceptance to the fullest extent permitted by law, City must indemnify, defend, and hold harmless the Owner, its agents and consultants (individually, an "Indemnitee," and collectively the "Indemnitees") from and against any and all liability, loss, damage, claims, expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of or in connection with acts or omissions of City, its employees, subcontractors, representatives, or agents, in bidding or performing the Work or its failure to comply with any of its obligations under the Agreement, except such Liability caused by the active and sole negligence, or willful misconduct, of an Indemnitee. Cities failure or refusal to timely accept a tender of defense pursuant to this provision will be deemed a material breach of this Agreement.

SECTION 10: Miscellaneous Provisions

A. Integration; Severability

This Agreement, the DA, and the Construction Documents incorporated herein, including authorized amendments or change orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Owner. If any provision of this Agreement, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.

B. Amendment

No amendment or modification of this Agreement will be binding unless it is in a writing duly authorized and signed by the parties to this Agreement, and unless any such amendment conforms to the requirements of the DA, as that document may be amended.

C. Governing Law and Venue

This Agreement will be governed by California law and venue will be in the Superior Court of San Joaquin County, and no other place.

D. Assignment and Successors

Owner may not assign its rights or obligations under this Agreement, in part or in whole, without City's written consent and without simultaneous assignment of its rights and obligations under the DA. Notwithstanding the foregoing, Owner may assign its obligations hereunder to an Affiliate, provided that any such assignment shall not release Owner from responsibility for ensuring that the assigned obligations are satisfied, and Owner shall remain liable to the City for any and all failures by any assignee to fully perform all obligations under this Agreement, such that a failure by an assignee to fully perform an obligation under this Agreement shall constitute a default by Owner.

E. Notice

Any notice given pursuant to this Agreement must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by email. Notice shall be deemed to have been given and received on the first to occur of: (i) actual receipt at the address designated above, or (ii) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated below. Notice for each party must be given as follows:

City:

City Manager
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
Telephone No.: (209) 831-6400

Facsimile
No.: (209)
831-6439



With copy to:

City Attorney
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
Telephone No.: (209) 831-6130
Facsimile No.: (209) 831-6137

Owner:

Surland Communities
1024 Central Avenue
Tracy, CA 95376
Attention Les Serpa
Telephone No.: (209) 832-7000
Facsimile No.: (209) 833-9700

With copy to:

Herum Crabtree
5757 Pacific Avenue, Suite 222
Stockton, California 95207
Attention: Steve Herum
Telephone: (209) 472-7700
Facsimile: (209) 472-7986

F. Default

1. General

In the event that the Owner is in a material default of this Agreement, as defined in this section, the City Engineer shall provide written notice to the Owner in which the default is described.

2. Default Defined

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

- (a) The Owner is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

(b) The Owner abandons the Work for a continuous period of thirty (30) days that is not due to weather conditions, labor disputes, acts of God, lack of city funding, or other circumstances beyond the control of Owner,

(c) The Owner fails to perform one or more requirements of this Agreement.

(d) The Owner fails to remedy any loss or damage incurred by the City caused by Owner or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work in instance where Owner does not dispute that it is responsible for the loss or damage.

(e) The Owner violates any legal requirement related to the Work.

3. Cure

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

(a) Cure the default.

(b) Demand the Owner to complete performance of the Work.

G. Independent Contractor Status

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

H. Attorneys' Fees

In the event any legal action is commenced to enforce this Agreement, the prevailing Party is entitled to reasonable attorney's fees, costs, and expenses incurred.

I. Waiver

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.

J. Signatures

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

[SIGNATURE PAGE FOLLOWS]

"City"

CITY OF TRACY, a municipal
corporation

By:
Title: _____
Date: _____

Attest:

By:
Title: CITY CLERK
Date: _____

"Owner"

SURLAND COMMUNITIES, LLC, a California
limited liability company

By:
By: _____
Les Serpa
Title: _____
Date: _____

**WAIVER OF DEADLINE TO EXECUTE REIMBURSEMENT AGREEMENT
REQUIRED BY SECTION 1.18 OF THE AMENDED AND RESTATED DEVELOPMENT
AGREEMENT BY AND BETWEEN THE CITY OF TRACY AND SURLAND COMMUNITIES,
LLC**

On April 18, 2013, the City of Tracy (the "City") and Surland Communities, LLC ("Surland") entered into that certain Amended and Restated Development Agreement recorded in the official records of San Joaquin County on September 17, 2013 as Document Number 2013-119548 (as amended, the "Development Agreement").

On March 13, 2018, the City Council of the City conducted the first reading of, and approved subject to the second reading and City Council approval thereof, an ordinance (the "Ordinance") adopting and approving a second amendment to the Development Agreement (the "Second Amendment"). Among other things, the Second Amendment would add a new Section 1.18 to the Development Agreement providing for the City and Surland to negotiate and execute a Reimbursement Agreement. Subsection E of this new Section 1.18 states, in relevant part, "[t]he Reimbursement Agreement shall be approved prior to the City Council second reading of this [Ordinance]"

To avoid having to delay the second reading and final approval of the Ordinance, and by its signature below, Surland hereby waives the requirement of the new Section 1.18 that the Reimbursement Agreement be approved prior to the City Council second reading, provided that the Reimbursement Agreement be approved not later than thirty (30) days after the effective date of the Ordinance.

SURLAND COMMUNITIES, LLC, a California
limited liability company

By: _____

Les J. Serpa

Date: _____

03-30-2018

**FOURTH AGREEMENT TO TOLL AND EXTEND THE DEDICATION ACCEPTANCE PERIOD
AND THE 60-DAY CURE PERIOD FOR THE SECOND SWIM CENTER PAYMENT UNDER
THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN THE
CITY OF TRACY AND SURLAND COMMUNITIES, LLC**

This Fourth Agreement To Toll And Extend The Dedication Acceptance Period And The 60-Day Cure Period For The Second Swim Center Payment Under Amended And Restated Development Agreement By And Between The City Of Tracy And Surland Communities, LLC ("Fourth Tolling Agreement") is entered into by and between the City of Tracy, a municipal corporation ("City") and Surland Communities, LLC, a California limited liability company ("Surland").

RECITALS

A. On April 18, 2013, the City and Surland entered into an Amended and Restated Development Agreement which was amended by that certain First Amendment dated July 3, 2014 (as amended, the "Development Agreement").

B. Pursuant to the Development Agreement, Surland was required to pay to the City, not later than September 5, 2016, Eight Million Dollars (\$8,000,000) ("Owner's Second Swim Center Payment") for use by the City in the development, construction, operation and maintenance of a public swim center. Following September 5, 2016, the City gave written notice to Surland of its failure to timely make the Owner's Second Swim Center Payment and, under the Development Agreement, Surland was afforded a sixty-day cure period, which period may be extended by mutual agreement.

C. Pursuant to the Development Agreement, Surland has offered to dedicate to the City sixteen (16) acres of land within the Ellis Specific Plan area (the "Original Land Dedication Offer"), which the City expected to use for the proposed public swim center. Under the Development Agreement, the City had until September 15, 2016 to accept the Original Land Dedication Offer (the "Dedication Acceptance Period").

D. The City and Surland have agreed that there is an alternate location in the Ellis Specific Plan area that may be preferable as the location for the proposed public swim center, and Surland has agreed to prepare a revised land dedication offer (the "Revised Land Dedication Offer") to replace the Original Land Dedication Offer.

E. Pursuant to that certain Agreement To Toll And Extend The Dedication Acceptance Period And The 60-Day Cure Period Respecting The Second Swim Center Payment Under Amended And Restated Development Agreement By And Between The City Of Tracy And Surland Communities, LLC (the "First Tolling Agreement"), the City and Surland agreed to (i) extend the sixty-day cure period to September 5, 2017, (ii) extend the Dedication Acceptance Period to November 24, 2017, and (iii) require Surland to deliver the Revised Land Dedication Offer not later than September 15, 2017.

F. Surland has submitted an application to the City seeking a Second Amendment to the Development Agreement to, among other things, extend the time period for Owner's Second Swim Center Payment, provide for Surland to construct the proposed public swim center, expand the geographic coverage of the Development Agreement, and provide certain additional amenities for the City relating to the proposed public swim center.

G. Following the submittal of Surland's application, the City and Surland commenced negotiating the terms of the proposed Second Amendment. Despite the parties' best efforts, the negotiation and processing of the proposed Second Amendment could not be completed before September 5, 2017, the expiration date of the cure period relating to Owner's Second Swim Center Payment under the First Tolling Agreement. To give the City and Surland additional time to negotiate and process the proposed Second Amendment, in August of 2017, the City and Surland executed a Second Agreement To Toll And Extend The Dedication Acceptance Period And The 60-Day Cure Period Respecting The Second Swim Center Payment Under Amended And Restated Development Agreement By And Between The City Of Tracy And Surland Communities, LLC (the "Second Tolling Agreement"), pursuant to which the City and Surland agreed to extend to December 5, 2017, all of the deadlines established by the First Tolling Agreement.

H. On November 21, 2017, a Third Tolling Agreement was executed between the City and Surland to allow additional time to complete the negotiated DA amendment, the required environmental review and to schedule public hearings at both Planning Commission and City Council. The Third Tolling Agreement extended dates to April 4, 2018 for both the Owner's Second Swim Center Payment and Surland's delivery of an irrevocable Revised Land Dedication Offer.

I. On March 13, 2018, the City Council introduced an ordinance to amend the Surland Communities, LLC ("Surland") Amended and Restated Development Agreement. A Fourth Tolling Agreement is being requested because the previous Agreement will lapse while the approved Development Agreement Amendment Ordinance becomes effective.

J. While the amendment to the Amended and Restated Development Agreement becomes effective, both parties agree that an extension of time to May 7, 2018 is necessary as the recently approved Ordinance Amending the Amended and Restated Development Agreement becomes effective.

Staff requests that the City execute a Fourth Tolling Agreement to extend the Dedication Acceptance Period and the 60-day cure period to May 7, 2018, as described below

NOW, THEREFORE, the parties agree as follows:

1. The cure period afforded Surland to make the Owner's Second Swim Center Payment shall be extended until May 7, 2018.

2. Surland shall deliver an Irrevocable Revised Land Dedication Offer, in a form acceptable to the City, not later than May 7, 2018.

3. The Dedication Acceptance Period for the Revised Land Dedication Offer shall be extended indefinitely, or until such time as the City and Surland mutually agree in writing, to establish a new date by which the City must accept the Revised Land Dedication Offer.

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

CITY OF TRACY

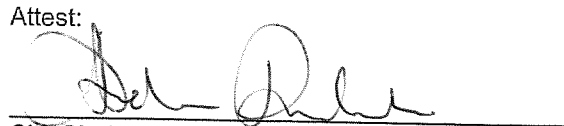
SURLAND COMMUNITIES, LLC, a California
limited liability company



Mayor
Date: 4-3-18



By: Les J. Serpa
Date: 4/3/18

Attest:


City Clerk
Date: 4/3/2018

Approved as to Form:


City Attorney
Date: 3/20/18

**THIRD AGREEMENT TO TOLL AND EXTEND THE DEDICATION ACCEPTANCE PERIOD
AND THE 60-DAY CURE PERIOD FOR THE SECOND SWIM CENTER PAYMENT UNDER
THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN THE
CITY OF TRACY AND SURLAND COMMUNITIES, LLC**

This Third Agreement To Toll And Extend The Dedication Acceptance Period And The 60-Day Cure Period For The Second Swim Center Payment Under Amended And Restated Development Agreement By And Between The City Of Tracy And Surland Communities, LLC ("Third Tolling Agreement") is entered into by and between the City of Tracy, a municipal corporation ("City") and Surland Communities, LLC, a California limited liability company ("Surland").

RECITALS

A. On April 18, 2013, the City and Surland entered into an Amended and Restated Development Agreement which was amended by that certain First Amendment dated July 3, 2014 (as amended, the "Development Agreement").

B. Pursuant to the Development Agreement, Surland was required to pay to the City, not later than September 5, 2016, Eight Million Dollars (\$8,000,000) ("Owner's Second Swim Center Payment") for use by the City in the development, construction, operation and maintenance of a public swim center. Following September 5, 2016, the City gave written notice to Surland of its failure to timely make the Owner's Second Swim Center Payment and, under the Development Agreement, Surland was afforded a sixty-day cure period, which period may be extended by mutual agreement.

C. Pursuant to the Development Agreement, Surland has offered to dedicate to the City sixteen (16) acres of land within the Ellis Specific Plan area (the "Original Land Dedication Offer"), which the City expected to use for the proposed public swim center. Under the Development Agreement, the City had until September 15, 2016 to accept the Original Land Dedication Offer (the "Dedication Acceptance Period").

D. The City and Surland have agreed that there is an alternate location in the Ellis Specific Plan area that may be preferable as the location for the proposed public swim center, and Surland has agreed to prepare a revised land dedication offer (the "Revised Land Dedication Offer") to replace the Original Land Dedication Offer.

E. Pursuant to that certain Agreement To Toll And Extend The Dedication Acceptance Period And The 60-Day Cure Period Respecting The Second Swim Center Payment Under Amended And Restated Development Agreement By And Between The City Of Tracy And Surland Communities, LLC (the "First Tolling Agreement"), the City and Surland agreed to (i) extend the sixty-day cure period to September 5, 2017, (ii) extend the Dedication Acceptance Period to November 24, 2017, and (iii) require Surland to deliver the Revised Land Dedication Offer not later than September 15, 2017.

F. Surland has submitted an application to the City seeking a Second Amendment to the Development Agreement to, among other things, extend the time period for Owner's Second Swim Center Payment, provide for Surland to construct the proposed public swim center, expand the geographic coverage of the Development Agreement, and provide certain additional amenities for the City relating to the proposed public swim center.

G. Following the submittal of Surland's application, the City and Surland commenced negotiating the terms of the proposed Second Amendment. Despite the parties' best efforts, the negotiation and processing of the proposed Second Amendment could not be completed before September 5, 2017, the expiration date of the cure period relating to Owner's Second Swim Center Payment under the First Tolling Agreement. To give the City and Surland additional time to negotiate and process the proposed Second Amendment, in August of 2017, the City and Surland executed a Second Agreement To Toll And Extend The Dedication Acceptance Period And The 60-Day Cure Period Respecting The Second Swim Center Payment Under Amended And Restated Development Agreement By And Between The City Of Tracy And Surland Communities, LLC (the "Second Tolling Agreement"), pursuant to which the City and Surland agreed to extend to December 5, 2017, all of the deadlines established by the First Tolling Agreement.

H. Although substantial progress has been made to negotiate the terms of the Second Amendment, both the City and Surland agree that additional time is necessary to complete the negotiated Second Amendment and the required environmental review, and to schedule the necessary Planning Commission and City Council public hearings. To give the parties the additional time necessary to complete their negotiations and prepare the documents related to the Second Amendment, and to give Surland time to prepare a revised land dedication offer, staff and Surland have agreed to execute this Third Tolling Agreement to further toll the time periods extended by the First and Second Tolling Agreements.

NOW, THEREFORE, the parties agree as follows:

1. The Dedication Acceptance Period for the Original Land Dedication Offer shall be extended until May 2, 2018; provided, however that the City shall not accept the Original Land Dedication Offer until on or after April 4, 2018.
2. The cure period afforded Surland to make the Owner's Second Swim Center Payment shall be extended until April 4, 2018.
3. Surland shall deliver an irrevocable Revised Land Dedication Offer, in a form acceptable to the City, not later than April 4, 2018.

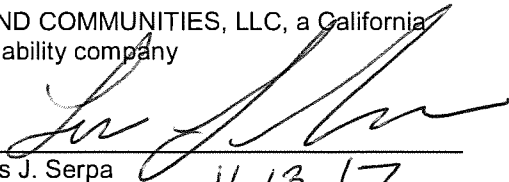
IN WITNESS WHEREOF, the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY



Mayor
Date: 12-30-17

SURLAND COMMUNITIES, LLC, a California
limited liability company

By: 

Les J. Serpa
Date: 11-13-17

Attest:

Sharon Davis (for)

City Clerk

Date: 12/29/17

Approved as to Form:

[Signature]

City Attorney

Date: 1/4/18/17

**SECOND AGREEMENT TO TOLL AND EXTEND THE DEDICATION ACCEPTANCE PERIOD
AND THE 60-DAY CURE PERIOD FOR THE SECOND SWIM CENTER PAYMENT UNDER
THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN THE
CITY OF TRACY AND SURLAND COMMUNITIES, LLC**

This Second Agreement To Toll And Extend The Dedication Acceptance Period And The 60-Day Cure Period For The Second Swim Center Payment Under Amended And Restated Development Agreement By And Between The City Of Tracy And Surland Communities, LLC ("Second Tolling Agreement") is entered into by and between the City of Tracy, a municipal corporation ("City") and Surland Communities, LLC, a California limited liability company ("Surland").

RECITALS

A. On April 18, 2013, the City and Surland entered into an Amended and Restated Development Agreement which was amended by that certain First Amendment dated July 3, 2014 (as amended, the "Development Agreement").

B. Pursuant to the Development Agreement, Surland was required to pay to the City, not later than September 5, 2016, Eight Million Dollars (\$8,000,000) ("Owner's Second Swim Center Payment") for use by the City in the development, construction, operation and maintenance of a public swim center. Following September 5, 2016, the City gave written notice to Surland of its failure to timely make the Owner's Second Swim Center Payment and, under the Development Agreement, Surland was afforded a sixty-day cure period, which period may be extended by mutual agreement.

C. Pursuant to the Development Agreement, Surland has offered to dedicate to the City sixteen (16) acres of land within the Ellis Specific Plan area (the "Original Land Dedication Offer"), which the City expected to use for the proposed public swim center. Under the Development Agreement, the City had until September 15, 2016 to accept the Original Land Dedication Offer (the "Dedication Acceptance Period").

D. The City and Surland have agreed that there is an alternate location in the Ellis Specific Plan area that may be preferable as the location for the proposed public swim center, and Surland has agreed to prepare a revised land dedication offer (the "Revised Land Dedication Offer") to replace the Original Land Dedication Offer..

E. Pursuant to that certain Agreement To Toll And Extend The Dedication Acceptance Period And The 60-Day Cure Period Respecting The Second Swim Center Payment Under Amended And Restated Development Agreement By And Between The City Of Tracy And Surland Communities, LLC (the "First Tolling Agreement"), the City and Surland agreed to (i) extend the sixty-day cure period to September 5, 2017, (ii) extend the Dedication Acceptance Period to November 24, 2017, and (iii) require Surland to deliver the Revised Land Dedication Offer not later than September 15, 2017.

F. Surland has submitted an application to the City seeking a Second Amendment to the Development Agreement to, among other things, extend the time period for Owner's Second Swim Center Payment, provide for Surland to construct the proposed public swim center, expand the geographic coverage of the Development Agreement, and provide certain additional amenities for the City relating to the proposed public swim center. Processing

of this proposed Second Amendment cannot be completed before September 5, 2017, the current expiration date of the cure period relating to Owner's Second Swim Center Payment.

G. To give the City and Surland time to prepare the proposed Second Amendment, and to give Surland time to prepare the Revised Land Dedication Offer, the City and Surland have agreed to further toll time periods extended by the First Tolling Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The Dedication Acceptance Period for the Original Land Dedication Offer shall be extended until December 5, 2017; provided, however that the City shall not accept the Original Land Dedication Offer until on or after November 15, 2017.

2. The cure period afforded Surland to make the Owner's Second Swim Center Payment shall be extended until December 5, 2017.

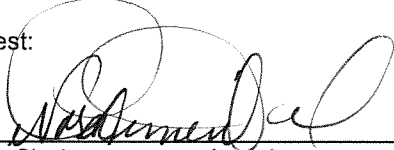
3. Surland shall deliver an irrevocable Revised Land Dedication Offer, in a form acceptable to the City, not later than December 5, 2017.

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

CITY OF TRACY

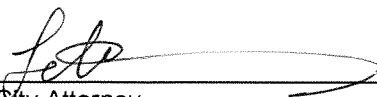


Mayor
Date: 10-2-17

Attest:


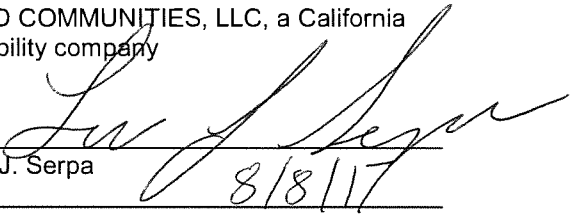
City Clerk
Date: 10/3/17

Approved as to Form:



City Attorney
Date: 9/28/17

SURLAND COMMUNITIES, LLC, a California
limited liability company

By: 

Les J. Serpa
Date: 8/8/17

**AGREEMENT TO TOLL AND EXTEND THE DEDICATION ACCEPTANCE PERIOD AND
THE 60-DAY CURE PERIOD RESPECTING THE SECOND SWIM CENTER PAYMENT
UNDER AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF TRACY AND SURLAND COMMUNITIES, LLC**

This Agreement is entered into by and between the City of Tracy, a municipal corporation ("City") and Surland Communities, LLC, a California limited liability company ("Surland").

RECITALS

A. On April 18, 2013, the City and Surland entered into an Amended and Restated Development Agreement which was amended by that certain First Amendment dated July 3, 2014 (as amended, the "Development Agreement").

B. Section 1.01 of the Development Agreement provides that, not later than September 15, 2014, Surland shall deposit into the Swim Center Funds Account \$2,000,000 for use by the City in the development, construction, operation and maintenance of a swim center (the "Owner's First Swim Center Payment") and not later than two years after that payment, Surland shall make Owner's Second Swim Center Payment of \$8,000,000.

C. Surland made the Owner's First Swim Center Payment of \$2,000,000 on September 5, 2014 and has submitted an application to the City seeking a Second Amendment to the Development Agreement ("Second Amendment") to, among other things, extend the time to make the Owner's Second Swim Center Payment to no later than September 5, 2017 and the City Council has authorized the negotiation of said Second Amendment. Processing of this Second Amendment cannot be accomplished before September 5, 2016, the current due date of the Owner's Second Swim Center Payment.

D. Section 1.01(b)(i) of the Development Agreement requires Surland to offer to dedicate 16 acres of land within the Ellis Specific Plan ("Land Dedication Offer") to the City by September 15, 2014, which the City intends to use for a public swim center, and the City shall have until September 15, 2015 to accept the Land Dedication Offer ("Dedication Acceptance Period") subject to extension of the Dedication Acceptance Period by mutual agreement.

E. Surland has delivered a Land Dedication Offer ("Original Land Dedication Offer") to the City and by mutual agreement the City and Surland have extended the Dedication Acceptance Period to September 15, 2016. Pursuant to Section 1.01(b)(1), the parties wish to further extend the Dedication Acceptance Period until November 24, 2017, partly to allow time to prepare a revised Land Dedication Offer covering an alternate swim center site in a location agreed upon by both parties (the "Revised Land Dedication Offer") which Surland shall deliver to the City within fifteen (15) days of the effective date of the Second Amendment, or September 15, 2017, or within thirty (30) days of Surland's receipt of notice from the City that the swim center designs are complete and ready for construction, whichever date first occurs.

F. Pursuant to Section 2.02 of the Development Agreement, the City has given written notice to Surland of its failure to make the Second Swim Center Payment

and Surland is afforded a sixty day cure period, which period may be extended by mutual agreement.

NOW, THEREFORE, the parties agree as follows:

1. The Dedication Acceptance Period for the Original Land Dedication Offer shall be extended until November 24, 2017; provided, however that the City shall not accept the Original Land Dedication Offer until on or after September 15, 2017.

2. The cure period afforded Surland to make the Owner's Second Swim Center Payment following notice of failure to do so by the City under Section 2.02(a) of the Development Agreement shall be extended for up to twelve (12) months until September 5, 2017.

3. Surland shall deliver an irrevocable Revised Land Dedication Offer, in a form acceptable to the City, within fifteen (15) days of the effective date of the Second Amendment, or within thirty (30) days of Surland's receipt of notice from the City that the swim center designs are complete and ready for construction, or September 15, 2017, whichever occurs first.

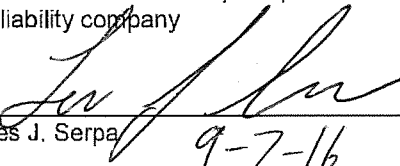
IN WITNESS WHEREOF, the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY

SURLAND COMMUNITIES, LLC, a California
limited liability company



Mayor
Date: 2-14-17

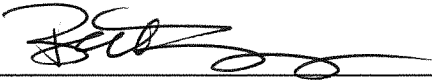
By: 

Les J. Serpa
Date: 9-7-16

Attest:


City Clerk
Date: 2/15/17

Approved as to Form:



City Attorney
Date: 9-16-16

**RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:**

**CITY OF TRACY
333 CIVIC CENTER PLAZA
TRACY, CA 95376
ATTENTION: CITY MANAGER**

Doc #: 2015-073934
06/22/2015 03:32:00 PM
Page: 1 of 10 Fee: \$0
Kenneth W Blakemore
San Joaquin County Recorders
Paid By: CITY OF TRACY



AGREEMENT TO EXTEND TIME TO ACCEPT LAND DEDICATION OFFER

This Agreement to Extend Time to Accept Land Dedication Offer ("Extension Agreement") is made as of this 19th day of June, 2015 (the "Effective Date") by and between SURLAND COMMUNITIES, LLC, a California limited liability company ("Surland"), STANDARD PACIFIC CORP., a Delaware Corporation ("Standard Pacific"), and the CITY OF TRACY, a municipal corporation (the "City") pursuant to the following:

RECITALS

A. Surland, Standard Pacific, and the City are parties to that certain Amended and Restated Development Agreement By And Between The City of Tracy and Surland Communities, LLC that was recorded in San Joaquin County as Document No. 2013-119548 and was later amended by that certain First Amendment that was recorded in San Joaquin County as Document No. 2014-064062 (collectively, the "Development Agreement"). The Development Agreement, which is incorporated herein by this reference, applies to the Property as described therein. Defined terms used herein are defined by this Extension Agreement or in the Development Agreement.

B. Pursuant to Section 1.01(b) of the Development Agreement, on September 15, 2014, Surland offered to dedicate to the City approximately sixteen (16) acres of land within the Ellis Specific Plan by that certain Offer to Dedicate Land recorded in the official records of San Joaquin County as Document No. 2014-09-7799 ("Land Dedication Offer"). Surland has conveyed property subject to the Land Dedication Offer to Standard Pacific, subject to the requirements of the Land Dedication Offer.

C. Following recordation of the Land Dedication Offer, the City and Surland determined that land described therein included certain property that Surland did not intend to dedicate to the City, and the Dedication Acceptance Period is herein extended to provide the parties time to process and substitute an amended land dedication offer for the September 15, 2014 Land Dedication Offer.

D. Pursuant to Section 1.01(b)(1) of the Development Agreement, the City has until September 15, 2015 to accept Surland's Land Dedication Offer ("Dedication Acceptance Period"), subject to such extensions of time as may be mutually agreed upon by Surland and the City.

C. Surland and the City now desire to extend the time for the City to accept Surland's Land Dedication Offer, as provided in the Development Agreement, to allow time for Surland to prepare and submit the amended land dedication offer.

NOW, THEREFORE, the parties hereto agree as follows:

1. Incorporation of Recitals: The recitals contained herein are incorporated into the body of this Extension Agreement as though set forth in full and by this reference are made a part of the same.

2. Extension of Time for City to Accept Land Dedication Offer. The Dedication Acceptance Period shall be extended to September 15, 2016.

3. Effective Date: This Extension Agreement shall become effective upon the Effective Date and shall remain in force and effect until 5:00 p.m. on September 15, 2016.

4. First Amendment to Land Dedication Offer. Concurrent with recordation of this Extension Agreement, Surland shall record an amendment to the Land Dedication Offer, in substantially the form of Exhibit A hereto, to extend the Dedication Acceptance Period to September 15, 2016.

Executed as of the Effective Date.

"City"

CITY OF TRACY, a municipal corporation

By: 

Title: Mayor

Date: 6-19-15

Attest:

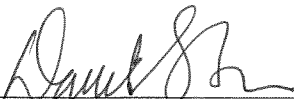


By:

Title: CITY CLERK

Date: 6/19/15

Approved As To Form:



By: Daniel Sodergren

Title: City Attorney

"Surland"

SURLAND COMMUNITIES, LLC, a California limited liability company

By: 

Title: Les Serpa

Date: June 9, 2015

"Standard Pacific"

STANDARD PACIFIC CORP., a Delaware Corporation

By: 

Title: Thomas Burrill

Date: June 9, 2015

Title: Authorized Signatory

Date: June 9, 2015

Date: 6-19-15

ACKNOWLEDGMENT

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

State of California

County of San Joaquin

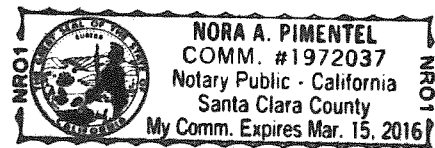
On June 19, 2015 before me, NORA A. PIMENTEL, Notary Public
(insert name and title of the officer)

personally appeared MICHAEL MACIEL,
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 Nora A. Pimentel (Seal)



**NOTARY ACKNOWLEDGEMENTS TO AGREEMENT TO EXTEND TIME
TO ACCEPT LAND DEDICATION OFFER**

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

State of California

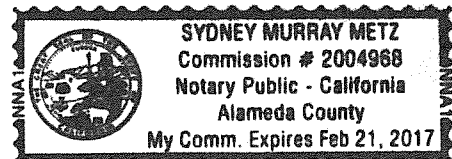
County of Alameda

On June 9, 2015 before me, Sydney Murray Metz, Notary Public
personally appeared Thomas Burnil, 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 capacities, 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.

Sydney Murray Metz
Signature of Notary Public



**NOTARY ACKNOWLEDGEMENTS TO AGREEMENT TO EXTEND TIME
TO ACCEPT LAND DEDICATION OFFER**

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

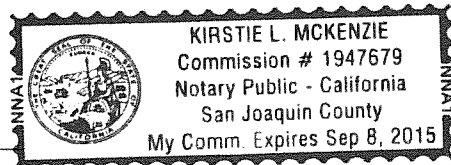
County of San Joaquin

On June 9th, 2015 before me, Kirstie L. McKenzie, Notary Public
personally appeared Les Serpa, 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 capacities, 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.

Kirstie L. McKenzie
Signature of Notary Public



**RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:**

**CITY OF TRACY
333 CIVIC CENTER PLAZA
TRACY, CA 95376
ATTENTION: CITY MANAGER**

FIRST AMENDMENT TO OFFER TO DEDICATE LAND

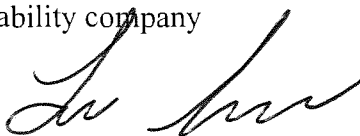
The Offer to Dedicate Land (the "Land Dedication Offer") made by SURLAND COMMUNITIES, LLC, a California limited liability company ("Surland") in favor of the CITY OF TRACY, a municipal corporation (the "City") on September 15th, 2014 and recorded on October 1, 2014 in San Joaquin County as Document No. 2014-097799 is hereby amended with the consent of STANDARD PACIFIC CORP., a Delaware corporation, successor in interest to a portion of the real property subject to the Land Dedication Offer, as follows:

1. Recital C of the Land Dedication Offer shall be amended to read as follows: "Under the Development Agreement, the City shall have until September 15, 2016 to accept the Land Dedication Offer."

2. Paragraph 2 ("Term") of the Land Dedication Offer shall be amended to read as follows: "This Offer shall become effective upon September 15, 2014, and shall remain in force and effect until 5:00 p.m. on September 15, 2016 (the "Term"). During the Term, this Land Dedication Offer shall be irrevocable by Surland and its successors. At the expiration of the Term, if the Land Dedication Offer has not been accepted by the City, the offer shall terminate and be of no further force and effect."

"Surland"

SURLAND COMMUNITIES, LLC, a California
limited liability company

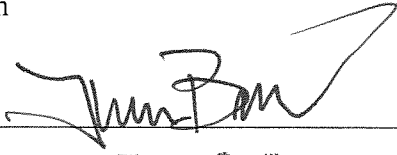
By: 

Les Serpa
Title: President
Date: June 9, 2015

"Standard Pacific"

STANDARD PACIFIC CORP., a Delaware
Corporation

By:



Title:

Thomas Burrill
Authorized Signatory

Date:

June 9, 2015

**NOTARY ACKNOWLEDGEMENTS TO AGREEMENT TO EXTEND TIME
TO ACCEPT LAND DEDICATION OFFER**

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

State of California

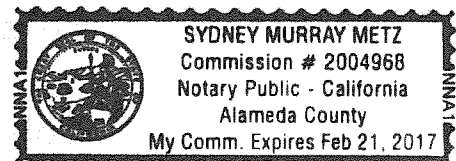
County of Alameda

On June 9, 2015 before me, Sydney Murray Metz, Notary Public
personally appeared Thomas Burkell, 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 capacities, 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.

Sydney Murray Metz



**NOTARY ACKNOWLEDGEMENTS TO AGREEMENT TO EXTEND TIME
TO ACCEPT LAND DEDICATION OFFER**

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

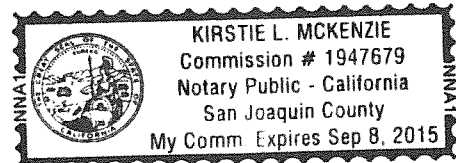
County of San Joaquin

On June 9th, 2015 before me, Kirstie L. McKenzie, Notary Public
personally appeared Les Serpa, 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 capacities, 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.

Kirstie L. McKenzie



**RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:**

**CITY OF TRACY
333 CIVIC CENTER PLAZA
TRACY, CA 95376
ATTENTION: CITY MANAGER**

Doc #: 2014-097799
10/01/2014 09:05:36 AM
Page: 1 of 7 **Fee:** \$0
Kenneth W Blakemore
San Joaquin County Recorders
Paid By: CITY OF TRACY



OFFER TO DEDICATE LAND

This Offer to Dedicate Land (the “**Land Dedication Offer**”) is made as of this 15th day of September, 2014 (the “**Effective Date**”) by SURLAND COMMUNITIES, LLC, a California limited liability company (“**Surland**”), in favor of the CITY OF TRACY, a municipal corporation (the “**City**”), pursuant to the following:

RECITALS

A. Surland and the City are parties to that certain Amended and Restated Development Agreement By And Between The City of Tracy and Surland Communities, LLC that was approved by the City on March 19, 2013, and became effective on April 18, 2013, as amended by that certain First Amendment (collectively, the “**Development Agreement**”).

B. Under the Development Agreement, Surland is obligated to offer to dedicate to the City, at no cost to the City and no later than September 15, 2014, approximately sixteen (16) acres of land within the Ellis Specific Plan Area, which land is more particularly described in Exhibit A hereto and is referred to herein as the “**Dedication Land**.”

C. Under the Development Agreement, the City shall have until September 15, 2015 to accept the Land Dedication Offer.

NOW, THEREFORE, in order to implement the terms of the Development Agreement with respect to the Land Dedication Offer, it is agreed by the parties hereto as follows:

1. Incorporation of Recitals and Exhibits: The recitals contained in this Land Dedication Offer and all exhibits attached hereto are hereby incorporated into the body of the Land Dedication Offer as though set forth in full by this reference.
2. Term: This Offer shall become effective upon September 15, 2014, and shall remain in force and effect until 5:00 p.m. on September 15, 2015 (the "Term"). During the Term, this Land Dedication Offer shall be irrevocable by Surland. At the expiration of the Term, if the Land Dedication Offer has not been accepted by the City, the offer shall terminate and be of no further force and effect.
3. Land Dedication Offer: During the Term, Surland, its successors and assigns, in satisfaction of and subject to the requirements of the Development Agreement, hereby offers to dedicate to the City the Dedication Land described in Exhibit A hereto, at no cost and expense to the City except, as set forth herein.
4. Acceptance of Land Dedication Offer: During the Term of this Land Dedication Offer, the City may accept the offer by delivering written notice of acceptance to Surland, pursuant to the provisions of Section 10 of this Land Dedication Offer. Surland shall then execute and deliver to the City all necessary documents effecting a dedication of the Dedication Land. Upon acceptance of the Land Dedication Offer by the City and delivery of the documents dedicating the Dedication Land, the City shall be responsible for all necessary maintenance, repair, or reconstruction of the utilities and improvement on the Dedication Land.
5. Consideration to Surland: The consideration to Surland for the Land Dedication Offer is set forth in the Development Agreement, which provides that Surland shall have a vested right in Applicable Law, as that term is defined in the Development Agreement, with regard to its development of the Ellis Project on the Ellis Specific Plan Property, as defined in the Development Agreement, reserving a certain number of Residential Growth Allotments for Surland.
6. Condition of the Property; Status of Title: The condition of the Dedication Land when dedicated shall be whatever condition exists at the time of the Land Dedication Offer. The status of title to the Dedication Land when dedicated shall be free and clear of any and all liens, encumbrances, deeds of trust or mortgages securing monetary obligations entered into by Surland, its successors or assigns, but shall be subject to utility, irrigation, drainage and landscaping easements and other easements.
7. Establishment of Escrow: Upon the City giving to Surland notice of the acceptance of the Land Dedication Offer, the City shall designate an appropriate title insurance company as the escrow holder for the transaction contemplated herein and shall notify Surland of the escrow number established by the City with said escrow holder to accomplish this transaction. Each party shall deposit such documents, instructions and other things as may be required by the escrow holder to accomplish the Land Dedication Offer.

8. Costs of Transaction: All costs incurred in the transactions, including but not limited to the escrow fees, title insurance premiums and other closing costs, shall be borne by the City. Surland and its successors and assigns shall have no obligation to bear any expenses in connection with this transaction.

9. Covenants Running With the Land: The terms and conditions contained in this Land Dedication Offer shall be and constitute covenants running with the land constituting the Dedication Land, and shall be binding upon the parties hereto, their heirs, successors, and assigns. An appropriately executed copy of this Land Dedication Offer shall be recorded in the Official Records of San Joaquin County, California and the provisions hereof shall both bind the Dedication Land, and shall run to all successors and assigns therein and the provisions hereof shall be fully and completely enforceable as covenants running with the land.

10. Notices: All notices called for pursuant to this Agreement shall be in writing and given by (i) personal delivery; or (ii) first class U.S. mail, postage prepaid. Mail notice shall be addressed as set forth below but either party may change its address by giving written notice thereof to the other party in accordance with the provisions of this paragraph:

Surland: Surland Communities, LLC
1024 Central Avenue
Tracy, CA 95376
Attention: Les Serpa

City: City of Tracy
City Hall
333 Civic Center Drive
Tracy, CA 95376
Attention: City Manager

11. Applicable Law: This Land Dedication Offer shall be governed by and construed in accordance with the laws of the State of California. Venue for any litigation shall be in San Joaquin County, California.

12. Waiver: No waiver by either party of any failure or refusal to comply with any obligation shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

13. Further Documents: Each party shall, whenever and so often as it shall be requested by the other party, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such further instruments and documents, including escrow instructions, as may be necessary in order to complete the transactions contemplated herein.

14. Additional Terms: In the event of any conflict between the terms of this Offer to Dedicate Land and the Development Agreement, the terms of the Development Agreement shall control.

Executed as of the Effective Date.

Surland:

SURLAND COMMUNITIES LLC, a
California limited liability company

By: Les Gerpin
Its: President

STATE OF CALIFORNIA

COUNTY OF San Joaquin

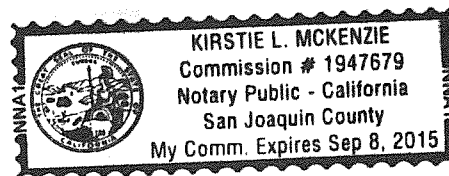
)
) ss.
)

On Sept. 16, 2014 before me, Kirstie L. McKenzie, Notary Public,
personally appeared Les Serpa,
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.

Kirstie L. McKenzie
Notary Public



STATE OF CALIFORNIA

COUNTY OF _____

)
) ss.
)

On _____, 2014 before me, _____, Notary Public,
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the
foregoing paragraph is true and correct.

Witness my hand and official seal.

Notary Public

EXHIBIT A

AUGUST 27, 2014
JOB NO.: 1725-000

LEGAL DESCRIPTION
SWIM CENTER
PORTION OF PARCEL A (25 PM 195)
TRACY, CALIFORNIA

REAL PROPERTY, SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL A, AS SAID PARCEL A IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP, RECORDED JUNE 12, 2014, IN BOOK 25 OF PARCEL MAPS, AT PAGE 195, IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN CORNER OF SAID PARCEL A;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE EASTERN LINE OF SAID SECTION PARCEL A, SOUTH 00°23'03" WEST 389.54 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID EASTERN LINE, SOUTH 00°23'03" WEST 829.49 FEET;

THENCE, LEAVING SAID EASTERN LINE, NORTH 89°50'36" WEST 886.85 FEET TO A POINT ON THE WESTERN LINE OF SAID PARCEL A;

THENCE, ALONG SAID WESTERN LINE, NORTH 47°53'38" WEST 228.13 FEET;

THENCE, LEAVING SAID WESTERN LINE, NORTH 42°06'22" EAST 65.00 FEET;

THENCE, SOUTH 89°50'36" EAST 222.58 FEET;

THENCE, NORTH 00°23'03" EAST 631.79 FEET;

THENCE, SOUTH 89°36'57" EAST 791.27 FEET TO SAID POINT OF BEGINNING.

CONTAINING 16.00 ACRES OF LAND, MORE OR LESS.

THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER OF SALE OF THE LAND DESCRIBED.

END OF DESCRIPTION




SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

EXHIBIT A



PARCEL D
25 PM 195



PARCEL A
25 PM 195

FUTURE ELLIS PLACE

S89°36'57"E 791.27'

POC

389.54'

S0°23'03"W

POB

CORRAL HOLLOW ROAD

S00°23'03"W 829.49'

N00°23'03"E 631.79'

SWIM CENTER
16.00 AC±

S89°50'36"E

222.58'

N42°06'22"E

65.00'

N47°53'38"W

228.13'

N89°50'36"W 886.85'

PARCEL C
25 PM 195

FUTURE MIDDLEFIELD ROAD

PLAT TO ACCOMPANY LEGAL DESCRIPTION

SWIM CENTER
PORTION OF PARCEL A (25 PM 195)
TRACY, CALIFORNIA
AUGUST 27, 2014

SHEET 1 OF 1

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS

2633 CAMINO RAMON, SUITE 350

SAN RAMON, CALIFORNIA, (925) 866-0322

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

The City of Tracy
333 Civic Center Plaza
Tracy, California 95376

Doc #: 2014-064062
06/30/2014 12:03:32 PM
Page: 1 of 7 Fee: \$0
Kenneth W Blakemore
San Joaquin County Records
Paid By: CITY OF TRACY



Space above this line for Recorder's use.

**FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT
AGREEMENT BY AND BETWEEN THE CITY OF TRACY AND
SURLAND COMMUNITIES, LLC**

This FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF TRACY and SURLAND COMMUNITIES, LLC (the "First Amendment") is made and entered into as of this 3rd day of July, 2014 (the "Effective Date") by and between the CITY OF TRACY, a municipal corporation ("City"), and SURLAND COMMUNITIES, LLC, a California limited liability company ("Owner"), pursuant to Government Code sections 65864 et seq. and City Resolution No. 2004-368 which establishes the rules, regulations and procedures for the approval, operation and modification of development agreements and the provisions of that certain Amended and Restated Development Agreement By and Between The City of Tracy and Surland Communities, LLC dated April 18, 2013 and recorded on September 17, 2013 as Document No. 2013-119548 Official Records of San Joaquin County, California (the "Development Agreement").

RECITALS

A. The City and Owner entered into the Development Agreement in order to strengthen the public planning process and encourage private participation and the funding of community benefits and amenities that could not otherwise be required under controlling law. Specifically, the Development Agreement provides for the offer to dedicate by Owner of sixteen (16) acres of land and the contribution of \$10,000,000 (the "Owner's Swim Center Contribution") towards the cost of construction of the swim center for the benefit of the greater Tracy community. The Owner's Swim Center Contribution is to be made in two installments. The First Payment of \$2,000,000 was due September 15, 2013 (60 days after the Annexation Effective Date) and the Second Payment of \$8,000,000 will be due July 17, 2016 (3 years after the Annexation Effective Date). The offer of dedication shall be made by Owner to the City within thirty (30) days after the Annexation Effective Date, as defined in the Development

Agreement. The parties have calculated the Annexation Effective Date to be July 17, 2013, and the date for the offer of dedication to be August 16, 2013.

B. The parties wish to modify and amend the Development Agreement to extend the date for payment of the Owners' First Swim Center Payment of \$2,000,000 to no later than September 15, 2014, and to extend the time in which the City may accept the Land Dedication Offer to September 15, 2015.

C. Pursuant to the provisions of the Development Agreement Enabling Resolution, Government Code section 65868 and the provisions of the Development Agreement, Owner has filed with the City an application for an amendment to the Development Agreement. The City has considered the application and reviewed the substance of the proposed changes, modifications, and amendments contained in this First Amendment. By entering into and executing this First Amendment, the parties hereto agree that the Development Agreement shall hence forward be modified and amended as contained herein.

D. On April 23, 2014, the City Planning Commission, following a duly noticed public hearing and following appropriate notice, recommended approval of this First Amendment. On June 3, 2014, the City Council, following a noticed public hearing which was held on May 20, 2014, adopted Ordinance No. 1194 approving this First Amendment and authorizing its execution. That Ordinance took effect on July 3, 2014, the Effective Date of the First Amendment.

NOW, THEREFORE, the parties hereto agree as follows:

1. Incorporation of Recitals: The recitals set forth above are incorporated into this First Amendment as though set forth in full herein.

2. Subsection 1.01(a), The Swim Center Obligations, shall be amended to read as follows:

1.01 The Swim Center Obligations.

(a) Owner hereby commits to provide ten million dollars (\$10,000,000.00) ("Owner Swim Center Contribution") to the City, as set forth in this Section 1.01(a), to fund the design, construction, operation and maintenance of a swim center. Owner shall deposit into a segregated and interest-bearing City account the Owner Swim Center Contribution, for use by the City for the construction and operation of a swim center as provided herein. Upon completion of the Owner Swim Center Contribution, Owner shall be deemed to have satisfied any and all fees applicable to the Property or the Ellis Project for a swim center or pool.

(1) Not later than September 15, 2014, Owner shall deposit into a segregated and interest-bearing account designated by the City (the "Swim Center Funds Account") two million dollars (\$2,000,000.00) ("Owner's First Swim Center

Payment”) for use by the City in the development, construction, operation and maintenance of a Swim Center.

(2) Not later than two (2) years following the date of Owner’s First Swim Center Payment, Owner shall deposit into the Swim Center Funds Account eight million dollars (\$8,000,000.00) (“Owner’s Second Swim Center Payment”) for use by the City in the development, construction, operation and maintenance of a Swim Center.

(3) Owner’s obligations under this section are separate and independent of Owner’s obligations under Subsection (b), and are binding upon Owner regardless of whether or not City accepts Owner’s Dedication Offer as provided in Subsection (b).

(4) In addition to any other remedies available to the City under this Agreement, and any and all other provisions of this Agreement or the City’s Growth Management Ordinance and Guidelines to the contrary notwithstanding, Owner fails to make either or both of the two non-refundable payments as required by Sections 1.01(a)(1) and (2) above, then the City may, in its sole and exclusive discretion, withhold from Owner such Residential Growth Allotments or building permits as Owner would otherwise be entitled to receive under this Agreement or the City’s Growth Management Ordinance or Guidelines, and may continue to withhold the issuance of such Residential Growth Allotments or building permits until all such overdue payment or payments due under this Agreement have been made in full.

3. Subsection 1.01(b)(1) shall be amended to read as follows:

(b) Owner shall offer to dedicate to the City approximately sixteen (16) acres of land as described generally in the Revised EIR and the Ellis Specific Plan as the location of the “Potential Swim Center” (the “Ellis Swim Center Site”), subject to the following:

(1) Not later than September 15, 2014, Owner shall offer to dedicate to the City at no cost to the City, the Ellis Swim Center Site (“Land Dedication Offer”). City shall have until September 15, 2015 to accept the Land Dedication Offer (“Dedication Acceptance Period”), subject to such extensions as may be mutually agreed by the Parties. If City does not accept the Land Dedication Offer within the Dedication Acceptance Period, then one day after the conclusion of the Dedication Acceptance Period, the Land Dedication Offer shall be considered rejected by the City and shall expire without any further action of the Parties.

Thereafter, the Ellis Swim Center Site shall be available for development by Owner pursuant to the 2013 Ellis Specific Plan. Additionally, at any time prior to the end of the Dedication Acceptance Period, City may, by resolution of the City Council, reject the Land Dedication Offer and upon such City rejection, the Ellis Swim Center Site shall be available to Owner for development pursuant to the 2013 Ellis Specific Plan.

4. This First Amendment shall become effective upon the Effective Date which is deemed to be thirty (30) days after the adoption of the Ordinance approving this First Amendment, which Effective Date shall then be inserted into this First Amendment.

5. Recordation: Pursuant to the provisions of Government Code section 65868.5, the duly executed and notarial acknowledged copy of this First Amendment shall be recorded in the Official Records of San Joaquin County, California, no later than ten (10) days following its Effective Date and the burdens and benefits conferred herein will constitute covenants running with the land binding on successors and assigns.

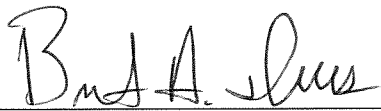
6. Continued Effectiveness of Development Agreement: Except as expressly modified herein, the Development Agreement shall remain in full force and effect. The provisions of this First Amendment are several and separate and should a legal challenge be brought challenging the First Amendment, such challenge shall in no way affect or impact the continued validity and existence of the Development Agreement.

[Signatures on following page]

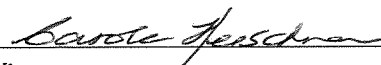
Executed on the date indicated below.

"City"

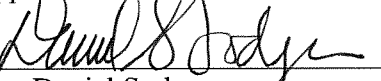
CITY OF TRACY, a municipal corporation


By: Brent Ives
Title: Mayor
Date: 6/5/14

Attest:

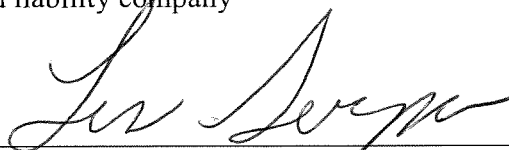

By:
Title: CITY CLERK
Date: June 9, 2014

Approved As To Form:


By: Daniel Sodergren
Title: City Attorney
Date: 6/4/14

"Owner"

SURLAND COMMUNITIES, LLC, a California limited liability company


Les Serpa, Managing Member
Title: Managing Member
Date: 5/28/14

ACKNOWLEDGMENT

State of California

County of San Joaquin

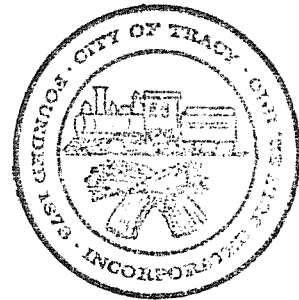
On June 25, 2014 before me, Carole Herschmann, Interm City Clerk
(insert name and title of the officer)

personally appeared Brent H. Ives,
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 Carole Herschmann (Seal)



STATE OF CALIFORNIA)

COUNTY OF San Joaquin)

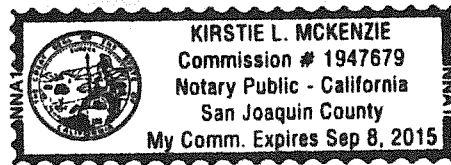
SS.

On May 28th, 2014 before me, Kirstie L. McKenzie, Notary Public, personally appeared Les. Serpa, 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.

Kirstie L. McKenzie
Notary Public



STATE OF CALIFORNIA)

COUNTY OF _____)

SS.

On _____, 2014 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Notary Public

**AGREEMENT TO EXTEND 60-DAY CURE PERIOD UNDER
AMENDED AND RESTATED DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF TRACY AND SURLAND COMMUNITIES, LLC**

This Agreement is entered into by and between the City of Tracy, a municipal corporation ("City") and Surland Communities, LLC, a California limited liability company ("Surland").

RECITALS

A. On April 18, 2013, the City and Surland entered into an Amended and Restated Development Agreement ("Development Agreement").

B. Section 1.01 of the Development Agreement provides that, not later than 60 days after the Annexation Effective Date (which is September 15, 2013), Surland shall deposit into the Swim Center Funds Account \$2,000,000 for use by the City in the development, construction, operation and maintenance of a swim center.

C. Because Surland has failed to make this deposit, on September 17, 2013, the City gave Surland written notice to cure this failure. Under the Development Agreement, Surland has 60 days from the date of the written notice to cure this failure.

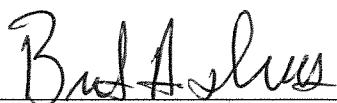
D. Surland has also submitted an application for an amendment to the Development Agreement to extend the time to make this deposit. The City Council has directed staff to process this application. It may take longer than 60 days to process this application.

E. Section 2.02 of the Development Agreement provides that the 60 day cure period may be extended by written mutual consent.

NOW, THEREFORE, the parties agree that the 60 day cure period contained in section 2.02 of the Development Agreement is extended until 30 days after the City Council takes final action on Surland's application for an amendment to the Development Agreement as referenced above.

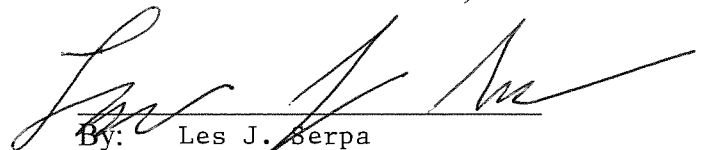
IN WITNESS WHEREOF, the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY



Mayor
Date: 10/14/13

SURLAND COMMUNITIES, LLC



By: Les J. Serpa
Date: September 24, 2013

Attest:

Sandra Edwards

City Clerk

Date: 10-15-13

Approved as to Form:

Donald S. Soder

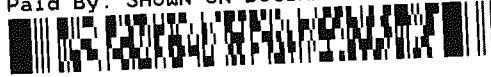
City Attorney

Date: 10/7/13

Recording Requested By:

Sandra Edwards
City Clerk

Doc #: 2013-119548
09/17/2013 12:44:51 PM
Page: 1 of 45 Fee: \$146.00
Kenneth W Blakemore
San Joaquin County Recorders
Paid By: SHOWN ON DOCUMENT



Return To:

City Hall
City Clerk's Office
333 Civic Center Plaza
Tracy, CA 95376

**AMENDED AND RESTATED
DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF TRACY
AND
SURLAND COMMUNITIES, LLC**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1	APPLICABLE DEVELOPMENT TERMS
1.01	The Swim Center Obligations
1.02	Other Processing
1.03	Applicable Law
1.04	Vested Right to Applicable Law
1.05	New City Law(s)
1.06	Term
1.07	Residential Growth Allotments
1.08	Significant Actions by Third Parties
1.09	Amendment of this Agreement; Inclusion of Owner Approvals into this Agreement
1.10	Annexation
1.11	Adequate Water Supply
1.12	Recycled Water Program
1.13	Wastewater Treatment and Conveyance Capacity
1.14	Schools
1.15	Ellis Specific Plan Parks
1.16	Future Impact Fees; Nexus.....
ARTICLE 2	ASSIGNMENT, DEFAULT, ANNUAL REVIEW, TERMINATION, LEGAL ACTIONS
2.01	Covenants Run With The Land
2.02	Defaults
2.03	Annual Review
2.04	Force Majeure Delay, Extension of Times of Performance.....
2.05	Third Party Legal Actions
ARTICLE 3	GENERAL PROVISIONS.....
3.01	Definitions
3.02	Requirements of Development Agreement Statute
3.03	Development Timing.....
3.04	Hold Harmless and Indemnification
3.05	Miscellaneous.....

**AMENDED AND RESTATED
DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF TRACY
AND
SURLAND COMMUNITIES, LLC**

This "**Agreement**," dated this 18th day of April, 2013 ("Agreement Effective Date"), is entered into by and between the CITY OF TRACY, a municipal corporation ("**City**"), and SURLAND COMMUNITIES, LLC, a California limited liability company ("**Owner**"), pursuant to Government Code sections 65864 *et seq.* ("**Development Agreement Statute**"), City Resolution No. 2004-368 (establishing rules, regulations, procedures and requirements, including fees, for the processing and approval of a development agreement ("**Enabling Resolution**")), and Article XI, section 7 of the California Constitution ("**Police Powers**"). From time to time, City and Owner are individually referred to in this Agreement as a "**Party**," and are collectively referred to as the "**Parties**."

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other considerations, the value and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

RECITALS

A. The preceding Preamble, and the following Recitals, are true and correct, are a part of this Agreement, and the terms defined in both are used throughout this Agreement.

B. To strengthen the public planning process, to encourage private participation in the provision, dedication and funding of community benefits and amenities that could not otherwise be required under controlling law (such as the below-described swim center), to set forth the procedures and processes to be employed in the processing of subsequent development requests, to ensure compliance with all state and federal procedural and substantive laws prior to action on such development requests, and to ensure compliance with all City laws, including without limitation the City's Growth Management Ordinance (except as provided to the contrary herein), City and Owner enter into this Agreement. This Agreement has been drafted and processed pursuant to the Development Agreement Statute, Enabling Resolution and the City's Police Powers.

C. The establishment of a family-oriented swim center is one of the City's priorities, has been contemplated for years, and is overwhelmingly supported by the Tracy community. Yet City funding for such an effort is lacking. Owner, a local developer with a long track record of award-winning development in the City, made a proposal to City whereby Owner would offer to dedicate to City (at no cost to City) 16 acres of land, would conceptually design, would assist City with project oversight, and would fund \$10 million toward the construction of a swim center, as described in this Agreement, for the Tracy community; and provide certain other benefits to the City, in return for being eligible for a set number of "**Residential Growth Allotments**" (also referred to in this Agreement as "**RGAs**") This Owner proposal has secured

remarkable community support. All of these swim center-related Owner commitments are specifically described in this Agreement and its exhibits and are collectively referred to in this Agreement as the "**Swim Center Obligations.**"

D. Owner first filed land use applications in 2007 to entitle the Ellis Project. Those applications included applications for the Ellis Specific Plan, General Plan Amendment and an annexation and rezoning of the Ellis Property. In addition, Owner filed an application for negotiation and approval of the original Development Agreement by and between the City of Tracy and Surland Communities LLC (the "**Original Development Agreement**"). The City processed the various applications and commissioned the preparation of an environmental impact report for the Original Development Agreement and the 2007 land use applications (the "**Original EIR**"). On December 16, 2008, the City certified the Original EIR and approved the various applications for the entitlements for the Ellis Project, including the 2008 Ellis Specific Plan, 2008 General Plan amendment, approval of rezoning and annexation, and the Original Development Agreement (collectively the "**Original Ellis Entitlements**"). Following the approval of the Original Ellis Entitlements, opponents to the Ellis Project filed litigation challenging the sufficiency of the Original EIR and the legality of the Original Ellis Entitlements in a mandamus action filed in San Joaquin County Superior Court, *Tracy Regional Alliance for a Quality Community v. City of Tracy, et al.* On October 31, 2011, the trial court issued its Statement of Decision and Judgment finding the Original EIR and the Original Ellis Entitlements to be inadequate and ordering that they be set aside. The Statement of Decision and Judgment specifically found certain defects in the Original Development Agreement that the trial court believed needed to be amended and modified in order to comply with the law. In November 2011, the Original Owner and the City each filed appeals from the trial court's judgment; as a result of which appeals, the trial court's judgment ordering that the certification of the Original EIR and adoption of the Original Development Agreement be set aside is stayed pending the outcome of the appeals.

E. In February, 2011 the Tracy City Council approved and adopted an updated General Plan (the "**2011 General Plan**"). The General Plan now acknowledges the Ellis Specific Plan area and establishes a land use category of Traditional Residential-Ellis (TR-Ellis) which, on page 2-20, is designated as the majority of former Urban Reserve 10. In order for development of the property designated as TR-Ellis to go forward, the General Plan requires the adoption of a specific plan implementing certain designated criteria.

F. In December, 2011, Owner filed applications with the City for an amendment and restatement of the Original Development Agreement as well as amendments and modifications to the other Original Ellis Entitlements (collectively, the "**Revised Ellis Entitlements**"). The City has commissioned a revised Environmental Impact Report for the project proposed by the December 2011 applications (the "**Revised EIR**") which was prepared in response to the trial court's Statement of Decision and Judgment, addressing and remedying those things that the trial court found insufficient. This Agreement has been negotiated and shall be implemented so as to address, revise and remedy those portions of the Original Development Agreement found by the trial court's Statement of Decision and Judgment to be legally deficient by amending and restating the Original Development Agreement, while at the same time the parties continue to pursue their judicial remedies by prosecution of their appeals of the trial court's Judgment.

G. The 2011 General Plan envisions that development within TR-Ellis shall be done by Specific Plan. The revised Ellis Specific Plan ("**2013 Ellis Specific Plan**") which is a part of the Revised Ellis Entitlements, contemplates a unique community of distinct character, with well-planned homes, small-scale businesses, major public amenities, including a proposed swim center, and an integrated, multi-use village center that promotes businesses that are small, local, and neighborhood-serving. The swim center is proposed to be located adjacent to the village center. The character of development within the 2013 Ellis Specific Plan evokes the wonderful historic neighborhoods of Tracy. Traditional planning techniques and architecture true to the local vernacular capture the essence of Tracy and are intended to create timeless neighborhoods that fit seamlessly into the City. All these planning goals and ideals have been considered and acted upon by City (in its sole and exclusive discretion) after a lengthy public process.

H. Over time, the City has completed environmental review of the potential direct and indirect environmental impacts of development in the area subject to the 2013 Ellis Specific Plan and this Agreement pursuant to the California Environmental Quality Act and its implementing regulations, known as the CEQA Guidelines (collectively, "**CEQA**") as follows:

(1) As a part of its General Plan efforts, and prior to adopting the General Plan, City undertook environmental review of the potential direct and indirect environmental impacts of the General Plan pursuant to CEQA, certified the Final Environmental Impact Report for the General Plan, State Clearinghouse #2008092006 ("**General Plan EIR**"), and adopted findings, mitigation measures and a statement of overriding considerations in connection therewith. As set forth in greater detail herein, this Agreement is consistent with the General Plan EIR.

(2) As a part of the original South Schulte Specific Plan efforts, City prepared and certified an EIR ("**South Schulte EIR**"). The South Schulte EIR was challenged in court and a settlement was arrived at ("**South Schulte EIR Settlement**") that required City to conduct additional studies and analysis. Initially, the City began to process a Supplemental EIR to address the South Schulte EIR Settlement. However, with the General Plan Update and its new approach to the area formerly known as the South Schulte Community Area, and with the City desire to conduct a thorough analysis of the new Urban Reserve 10, City decided to cause to be prepared an entirely new Environmental Impact Report.

(3) As part of the General Plan Amendment of 2011, the City Council certified as adequate a Final Supplemental Environmental Impact Report to address and mitigate the impacts of the General Plan, including without limitation the creation of the TR-Ellis land use designation.

(4) As part of its review of Owner's December 2011 development applications, City caused to be prepared the Revised EIR, analyzing both the 2013 Ellis Specific Plan (including a swim center) and this Agreement. This Agreement does not impede, impair or otherwise seek to truncate or limit future CEQA review. Future CEQA review shall take place as required by applicable law.

I. As of the execution of this Agreement by the Parties, various land use regulations, entitlements, grants, permits and other approvals have been adopted, issued, and/or granted by City relating to the 2013 Ellis Specific Plan, including, without limitation, all of the following:

- (1) Revised EIR (City Council Resol. No. 2013-011)
- (2) 2013 Ellis General Plan Amendment (City Council Resol. No. 2013-012)
- (3) 2013 Ellis Specific Plan (City Resol. No. 2013-012)
- (4) This Agreement (City Ordinance No. 1182)

The above-listed approvals are collectively referred to herein as the “**Ellis Project Approvals**” and are more particularly described in the Revised EIR and the resolutions adopting those approvals. The development of the Property described in and permitted by the Revised EIR, the 2013 Ellis Specific Plan, the 2013 General Plan Amendment and this Agreement, is referred to herein as the “**Ellis Project**.” Except as provided to the contrary herein, the 2011 General Plan as amended by the 2013 Ellis General Plan Amendment (hereafter, the “**General Plan**”, and the 2013 Ellis Specific Plan are hereby incorporated by reference in to this Agreement.

J. Given the community character and quality of the 2013 Ellis Specific Plan, its compliance with CEQA and applicable planning and zoning laws, and its approval by the City, and given Owner's significant land dedication, financial obligations and personnel commitment to a swim center (as set forth in this Agreement), the City wishes to allow Owner to be eligible to apply for and potentially receive up to 2,250 RGAs and Building Permits, as more specifically provided in this Agreement. Owner shall record this Agreement against the property comprising and subject to the 2013 Ellis Specific Plan (the “**Property**”) (shown on *Exhibit A* to this Agreement).

K. City's issuance of RGAs under this Agreement complies with City's Growth Management Ordinance and the City's Growth Management Ordinance Guidelines (collectively, “**GMO**”) except as specifically provided herein, and the maximums they set for annual RGA and building permit issuance for development agreements (referred to in this Agreement as the “**GMO Maximums**” and further defined below in this Agreement).

L. Owner represents and warrants to the City that Owner either owns, or holds legally enforceable contracts to purchase, all of the Property (as defined in Exhibit A). In preparing this Development Agreement, the City and Owner are guided by and follow the legal authority of *National Parks and Conservation Association v. County of Riverside* (1996) 42 Cal. App.4th 1505, 1520-1523. Further, Owner represents and warrants to City that Owner has a legal or equitable interest in the Property for the development contemplated by the Ellis Project Approvals sufficient to satisfy the requirements of the Development Agreement Statute.

M. The Property that is the subject of this Agreement is all of the property comprising and subject to the Ellis Specific Plan, which is depicted and legally described on *Exhibit A* to this Agreement (the “**Property**”). The covenants and/or servitudes contained in this Development Agreement are intended to run with the land.

N. It is in this unique setting - - a strong community desire to construct a swim center and Owner's willingness to provide such an extraordinary commitment in return for future eligibility to apply for RGAs - - that the Parties have drafted this Agreement, ensuring that all of the requirements of controlling law are satisfied. This Agreement meets all of the requirements of law: it meets the contents requirements of the Development Agreement Statute and applicable law, and it establishes a protocol for the processing of future approvals. City and Owner are entering into this Agreement now in this fashion because of the unique community interest in a swim center and the benefits it will bring to Tracy and the unique opportunity the City presently has with the Owner's willingness to make substantial land dedication, design creation and financial contribution commitments to make a swim center a reality. The consideration by City of a swim center, the offer by Owner and this Agreement have been underway for more than ten years. In 2001, a survey of the Tracy community and public workshops were held that identified the need for community aquatic facilities. In 2003, NTD Architects completed the Tracy Aquatic Center Feasibility Study. In July 2005, the City Council directed Tracy Tomorrow and Beyond to make recommendations for a swim center. In the summer of 2005, Tracy Tomorrow and Beyond conducted additional public workshops. In October of that year, the City Council received the recommendations of Tracy Tomorrow and Beyond. Also in October 2005, Owner proposed Ellis as a location to be considered for a swim center. Between October 2005 and January 2006, the City studied a number of possible sites for a swim center including the existing Tracy ballpark. In January 2006, the City Council selected the Ellis Specific Plan as a potential site for a swim center. In April 2006, the City Council authorized City Staff to begin negotiations with Owner for a Development Agreement with provisions for the granting of funds and land by Owner for a swim center. In August 2006, the City Council, Planning Commission, and Parks Commission approved a conceptual design for a swim center at Ellis. In May 2007, the City Council directed City Staff to prioritize the Original Development Agreement for Ellis, including a swim center. In January 2008, a joint Planning Commission/City Council workshop was held to discuss the Original Development Agreement, the 2008 Ellis Specific Plan, and the swim center. Between April and December of 2008, the Planning Commission held a series of public meetings to discuss the Original EIR, the 2008 General Plan Amendment, the 2008 Ellis Specific Plan and the Original Development Agreement. The City Council and the Planning Commission provided direction and the public provided comment throughout this process.

O. For all of the reasons stated above, this Agreement is consistent with the General Plan and the 2013 Ellis Specific Plan. For example, as required by the General Plan, this Agreement envisions proper environmental analysis and a proper planning process in compliance with controlling law before any approval allowing development can take place. No additionally required Owner Approvals, as defined herein, are granted through, nor guaranteed by, this Agreement, and this Agreement ensures that the City's future consideration and decision on such approvals shall be in the sole and exclusive discretion of the City. (General Plan Goal LU-1 and Objective LU-1.1 (and its Policy P1); Objective LU-1.2 (and its Policy P3); Goal LU-6; and Goal LU-7.) Further, this Agreement requires that any distribution of RGAs under this Agreement comply with all applicable City regulations, including the General Plan (Objective LU-1.4, Policies P1-P5 and Action A1). While this Agreement preserves the City's full and unfettered discretion with respect to whether or not it will approve the development of a swim center, it is nonetheless intended to help bring to fruition a swim center as envisioned by the General Plan (Objective OSC-4.1, Policy P3), should the City exercise its discretion accordingly. In fact, the General Plan recognizes this Agreement as a potential vehicle by which the City and

Owner could reach agreement relative to such a swim center in a manner that City could not otherwise require Owner to do, that Owner may receive RGAs only if and after all requirements of controlling law have been satisfied, and that such risk shall be placed on Owner alone. Finally, this Agreement is not contrary to nor contradictory of any General Plan text or diagrams.

P. On December 19, 2012, following duly noticed and conducted public hearings, the Planning Commission, a hearing body for purposes of the Development Agreement Statute, took appropriate action under CEQA, the Planning and Zoning Law, and the Tracy Municipal Code, and made recommendations regarding this Agreement to the City Council. On January 22, 2013, following duly noticed and conducted public hearings, the City Council certified the Revised EIR, took appropriate action under the Planning and Zoning Law, and introduced and conducted the first reading of Ordinance No. 1182, an ordinance approving this Agreement, and directing this Agreement's execution by City ("**Approving Ordinance**"). On March 19, 2013, the City Council conducted the second reading and adopted the Approving Ordinance.

ARTICLE 1

APPLICABLE DEVELOPMENT TERMS

1.01 The Swim Center Obligations.

(a) Owner hereby commits to make two non-refundable payments totaling ten million dollars (\$10,000,000.00) ("**Owner Swim Center Contribution**") to the City, as set forth in this Section 1.01(a), to fund the design, construction, operation and maintenance of a swim center. Owner shall deposit into a segregated and interest-bearing City account the Owner Swim Center Contribution, for use by the City for the construction and operation of a swim center as provided herein. Upon completion of the Owner Swim Center Contribution, Owner shall be deemed to have satisfied any and all fees applicable to the Property or the Ellis Project for a swim center or pool.

(1) Not later than sixty (60) days after the "**Annexation Effective Date**", as defined herein, Owner shall deposit into a segregated and interest-bearing account designated by the City (the "**Swim Center Funds Account**") two million dollars (\$2,000,000.00) ("**Owner's First Swim Center Payment**") for use by the City in the development, construction, operation and maintenance of a swim center.

(2) Not later than three (3) years following the date of Owner's First Swim Center Payment, Owner shall deposit into the Swim Center Funds Account eight million dollars (\$8,000,000.00) for use by the City in the development, construction, operation and maintenance of a swim center.

(3) Owner's obligations under this section are separate and independent of Owner's obligations under Subsection (b), and are binding upon Owner regardless of whether or not City accepts Owner's Dedication Offer as provided in Subsection (b).

(4) In addition to any other remedies available to the City under this Agreement, and any and all other provisions of this Agreement or the City's Growth

Management Ordinance and Guidelines to the contrary notwithstanding, if Owner fails to make either or both of the two non-refundable payments as required by Sections 1.01(a)(1) and (2) above, then the City may, in its sole and exclusive discretion, withhold from Owner such Residential Growth Allotments or building permits as Owner would otherwise be entitled to receive under this Agreement or the City's Growth Management Ordinance or Guidelines, and may continue to withhold the issuance of such Residential Growth Allotments or building permits until all such overdue payment or payments due under this Agreement have been made in full.

(b) Owner shall offer to dedicate to the City approximately sixteen (16) acres of land as described generally in the Revised EIR and the Ellis Specific Plan as the location of the "Potential Swim Center" (the "**Ellis Swim Center Site**"), subject to the following:

(1) Within thirty (30) days of the Annexation Effective Date, Owner shall offer to dedicate to the City, at no cost to the City, the Ellis Swim Center Site ("**Land Dedication Offer**"). City shall have one (1) year from the Annexation Effective Date to accept the Land Dedication Offer ("**Dedication Acceptance Period**"), subject to such extensions as may be mutually agreed by the Parties. If City does not accept the Land Dedication Offer within the Dedication Acceptance Period, then one day after the conclusion of the Dedication Acceptance Period, the Land Dedication Offer shall be considered rejected by the City and shall expire without any further action of the Parties. Thereafter, the Ellis Swim Center Site shall be available for development by Owner pursuant to the 2013 Ellis Specific Plan. Additionally, at any time prior to the end of the Dedication Acceptance Period, City may, by resolution of the City Council, reject the Land Dedication Offer and upon such City rejection, the Ellis Swim Center Site shall be available to Owner for development pursuant to the 2013 Ellis Specific Plan.

(2) The minimum on-site park requirements of the Ellis Specific Plan are addressed in Section 1.15 of this Agreement. If the City accepts the Land Dedication Offer, the swim center constructed on the Ellis Swim Center Site shall be considered a City "Community Park", as defined in the General Plan and other City laws. Upon City acceptance of the Land Dedication Offer, Owner shall be deemed to have satisfied its applicable community park obligation for the 2013 Ellis Specific Plan maximum entitlement of up to 2,250 residential units.

(c) If the City elects to construct a publicly-operated swim center anywhere in the City, City shall contribute toward the swim center that amount of money (plus interest earned) that City has already collected (and will continue to collect) from the Plan C FIP designated for an aquatic center ("**City Swim Center Contribution**"). The Owner Swim Center Contribution and the City Swim Center Contribution are collectively referred to in this Agreement as the "**Swim Center Funds**." Additionally, City shall consider establishing and imposing against new development a fee, charge, assessment or other financial obligation to be used toward the costs of the design, construction, operation and maintenance of a swim center ("**New Development Swim Center Contribution**"). Any and all New Development Swim Center Contributions collected by City prior to the construction of a swim center should be added to the Swim Center Funds.

(d) Owner already has provided a design team to City, and Owner has already conducted an outreach program that led to the completion of the "**Conceptual Design**" of a swim center. The Conceptual Design provides detail for a swim center project description contemplated by this Agreement. Owner has also funded various studies and analyses relating to the required infrastructure for, and potential environmental impacts from, a swim center on the Ellis Swim Center Site, including but not limited to the Revised EIR for the 2013 Ellis Specific Plan. Owner hereby agrees that all costs associated with conducting the outreach program and developing the Conceptual Design, all costs associated with preparation of the Revised EIR and the various infrastructure studies, and all other costs incurred by Owner and paid to City in connection with City's consideration of Owner's proposal to develop a swim center at the Ellis Swim Center Site, shall constitute an additional contribution by Owner to the City's development of a swim center, which contribution is independent of and in addition to the Swim Center Payments and Swim Center Land Dedication described in Sections 1.01(a) and (b) above, and Owner shall not seek credit for or reimbursement of any such costs.

(e) If the City elects to construct a publicly-operated swim center using the Owner Swim Center Contribution anywhere in the City, the swim center shall be named the "Serpa Swim Center." After acceptance of such publicly-operated swim center by the City, but prior to the opening of such swim center to the public, City shall allow Owner to use and occupy such swim center for one (1) day without charge. Owner shall provide adequate insurance coverage for such use and occupancy.

(f) The amenities included in the Conceptual Design for a publicly-operated swim center have been selected through a public outreach program, are subject to the constraints of the City's swim center budget and compliance with controlling law, and may include the following:

- (1) 50 Meter (approximately) Competition Pool
- (2) Recreation Pool (separate from Competition Pool)
- (3) Spray ground
- (4) Water Slide
- (5) Wet Play Structure
- (6) Lazy River
- (7) Flow Rider
- (8) Showers and Locker Rooms
- (9) Ticket Facilities
- (10) Pool Equipment Room and Storage

(11) On Site Development (parking, ancillary structures, landscaping, etc.).

(g) If a funding shortfall should exist, the work for each phase of the swim center may be prioritized for that particular phase at the time that City seeks bids for the particular phase, so that work receiving a higher priority could be completed first so as to ensure its completion. As a result, if work cannot be completed due to a budget shortfall, that work receiving a lower priority could potentially be deferred.

(h) This Agreement provides a framework for City and Owner to work cooperatively to develop a swim center, as described herein. However, all provisions and language herein to the contrary notwithstanding, including but not limited to Sections 1.01 and 1.02, nothing in this Agreement is intended to or shall be construed to require City to construct a swim center on the Ellis Swim Center Site or anywhere else.

(i) If a publicly-operated swim center is approved and constructed on the Ellis Swim Center Site, then during the design and construction phases, Owner representatives shall be invited to participate and provide input to City regarding the design and construction processes for such swim center, which participation may include attending design and construction meetings with City's design consultants, construction managers and contractors; provided, however, that the Parties hereby acknowledge and agree that Owner's input on such swim center project shall be provided to City and City staff, Owner shall not be entitled or permitted to direct City's consultants, construction managers, contractors or other employees or agents, and City retains its full discretion to accept or not to accept Owner's input regarding the design and construction of such swim center.

(j) Monies withdrawn from the Swim Center Funds Accounts shall be for the sole purpose of funding the design, construction, operation, and/or maintenance costs of a swim center. City shall make withdrawals from the Swim Center Fund Account in the amounts and at the times it deems necessary in order to pay those costs authorized hereunder.

1.02 Other Processing.

(a) Nothing in this Agreement shall be construed to limit the authority or obligation of City to hold necessary public hearings, nor to limit the discretion of City or any of its officers or officials with regard to those "**Owner Approvals**" (defined below) that require the exercise of discretion by City, provided that such discretion shall be exercised consistent with the laws contained within the Applicable Law.

(b) At its approval and execution, this Agreement does not provide Owner with any right to develop or construct any project or to secure any Owner Approval; instead, it simply provides certain rights and responsibilities regarding approvals already given for the Ellis Specific Plan, provides certain vested rights to laws and approvals already in place, provides a protocol by which later Owner Approvals may be processed by Owner and later included into this Agreement, if and only if such Owner Approvals are compliant with all controlling California law (including proper Planning and Zoning Law and CEQA compliance), have secured approval of the Parties, and are adopted/approved by the City (who shall retain all

discretion in this regard) – and provides the process by which this Agreement will be recorded against the Property. The public review process envisioned by this Agreement is ongoing, and following City's adoption of this Agreement, that public review process shall continue.

(c) City shall inform Owner, upon request, of the necessary submission requirements for a complete application for each Owner Approval. Owner Approval shall include, without limitation, a City resolution of application to the San Joaquin County Local Agency Formation Commission ("LAFCO") seeking all LAFCO approvals relative to the annexation of the Property into the City. Provided Owner has paid all appropriate Processing Fees, City shall accept, process, review and act upon all applications for Owner Approvals pursuant to this Agreement and the Applicable Law it describes with "**Good Faith and Fair and Expeditious Dealing.**" Likewise, City shall commence, continue and diligently process any and all initial studies, assessments, EIRs and other relevant CEQA compliance documents regarding the Owner Approvals with Good Faith and Fair and Expeditious Dealing. For the purposes of this Agreement, "Good Faith and Fair and Expeditious Dealing" shall mean that the Parties shall act toward each other and the tasks necessary or desirable to the processing contemplated by this Agreement pursuant to the Applicable Law and in a fair, diligent, expeditious and reasonable manner (except in those cases where a Party is given sole discretion under this Agreement), and that no Party or Parties shall take any action that will prohibit, impair or impede any other Party's or Parties' exercise or enjoyment of its rights and obligations secured through this Agreement.

(d) If Owner requests, City shall meet with Owner prior to Owner's submission of applications for Owner Approvals for the purpose of ensuring all requested information is understood by Owner so that Owner's applications, when submitted, will be accurate and complete. Upon submission by Owner of an application for an Owner Approval, together with appropriate Processing Fees, City shall process such application for Owner Approval with Good Faith and Fair and Expeditious Dealing. If City is unable to so process any such application, or upon request by Owner, City shall engage mutually acceptable outside consultants to aid in such processing. Owner shall be required to pay all of City's actual costs related to such outside consultants. Owner, in a timely manner, shall provide City with all documents, applications, plans and other information necessary for City to carry out its obligations hereunder, and Owner shall cause the Owner's planners, engineers and all other consultants to submit in a timely manner all required materials and documents. If City denies an application for an Owner Approval, City shall specify in detail the modifications, changes, or improvements that are required to obtain approval. City and Owner shall cooperate, with the goal being to obtain and issue Owner Approvals that are consistent with the modifications, changes, or improvements that are required by City. City shall with Good Faith and Fair and Expeditious Dealing consider any subsequently submitted Owner Approval application that complies with the City-specified modifications.

1.03 Applicable Law.

(a) As used in this Agreement, "**Applicable Law**" shall exclusively mean all of the following:

(1) As relates to the development of any or all of the Property, the terms and conditions of this Agreement.

(2) The Revised EIR, the General Plan, the Ellis Specific Plan and its zoning regulations, Finance Implementation Plan adopted for the Ellis Project (the "**Ellis FIP**") and all other land use regulations, entitlements, grants, permits, plans and other approvals (collectively, the "**Owner Approvals**") that City has already or will in the future specifically approve, adopt, issue, and/or grant relative to Owner requests relating to the use and development of the Property, provided such Owner Approvals are:

(A) Compliant with all controlling California law (e.g., Planning and Zoning Law, CEQA, etc.);

(B) Mutually agreed to by the Parties;

(C) Adopted by the City; and

(D) Take "**Legal Effect.**"

(3) As relates to the development of any or all of the Property, the City rules, regulations, ordinances, policies, standards, specifications, practices and standard operating procedures of City (whether adopted by the City Council, the Planning Commission, the City staff or the voters of the City) in force and effect on the Effective Date ("**Existing City Laws**"), including, without limitation the GMO and GMO Guidelines.

(4) As relates to the development of any or all of the Property, the City "**Processing Fees**" for land use approvals, including without limitation, fees for processing zoning, subdivision maps, building permits and other similar permits and entitlements which are charged for processing applications and which are in force and effect on a Citywide basis at the time the application for the Owner Approval is presented to the City.

(5) As relates to the development of any or all of the Property, the California Building Code (as modified by City), and those other State-adopted construction, fire and other codes, including "Green Codes" (as all may be modified by City) applicable to improvements, structures and development, and the applicable version or revision of said codes by local City action (collectively referred to as "**Construction Codes**") in place at that time (date) that building plans subject to such Construction Codes are submitted by Owner to City for an Owner Approval, provided that such Construction Codes have been adopted by City and are in effect on a Citywide basis.

(6) As relates to the development of any or all of the Property, the "**Mandated New City Law(s)**," pursuant to Section 1.05(e) of this Agreement.

(7) As relates to the development of any or all of the Property, the "**New City Law(s)**" that Owner elects to be subject to pursuant to Section 1.05(d).

(b) This Agreement complies with laws regarding the Development Agreement Statute (including without limitation section 65865.2), which require this Agreement to specify the duration (Term) of the Agreement, the permitted uses of the Real Property, the density or intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes. The duration of this Agreement is set

forth in Section 1.06 of this Agreement, and this Agreement sets forth provisions for the permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, and the dedication of land for public purposes in the Applicable Law provisions of this Agreement, either by its terms or through its incorporation of the General Plan and the 2013 Ellis Specific Plan. For example, the 2013 Ellis Specific Plan is part of the Applicable Law for the Property, and the 2013 Ellis Specific Plan sets forth the permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, and the dedication of land for public purposes for the Property.

(c) The Parties acknowledge that Owner Approvals likely will be processed in stages and, therefore, one or more Owner Approvals may take Legal Effect before other Owner Approvals. Provided Owner submits applications as provided herein, the City shall process such applications and applications for other entitlements as are necessary to allow development of 2,250 residential units as part of the 2013 Ellis Specific Plan in implementation of the TR Ellis land use designation in the General Plan.

1.04 Vested Right to Applicable Law.

(a) By this Agreement, the Property shall have a vested right to the Applicable Law.

(b) During the Term of this Agreement, any development of the Property and any discretion exercised by City on an Owner Approval shall occur pursuant to only the law that comprises the Applicable Law. During the Term of this Agreement, City regulation of the development of the Property shall occur pursuant to only the Applicable Law.

1.05 New City Law(s).

(a) Any City ordinance, resolution, minute order, rule, motion, policy, standard, specification, or a practice adopted or enacted by City, its staff or its electorate (through their powers of initiative, referendum, recall or otherwise) that is not part of the Applicable Law and that takes effect on or after the Agreement Effective Date is hereby referred to as a "New City Law(s)." The parties recognize the City may, from time to time, modify its GMO Ordinance and Guidelines and none of these modifications shall apply to the development of the Property, which shall be governed by the GMO Ordinance and Guidelines in effect on the Effective Date, except as otherwise provided herein. Except as otherwise provided in this Agreement, a New City Law shall be deemed to be in conflict with this Agreement or the Applicable Law or to reduce the development rights provided hereby if the application to the Ellis Project would accomplish any of the following results, either by specific reference to the Ellis Project or as part of a general enactment which affects or applies to the Ellis Project:

(1) Change any land use designation or permitted use of the Property allowed by the Applicable Law or limit or reduce the density or intensity of the Property or any part thereof, or otherwise require any reduction in the total number of residential dwelling units, square footage, floor area ratio, height of buildings, or number of proposed non-residential buildings, or other improvements;

(2) Limit or control the availability of public utilities, services, or facilities otherwise allowed by the Applicable Law;

(3) Limit or control the rate, timing, phasing or sequencing of the approval, development, or construction of all or any part of the Property and/or Owner Approvals in any manner, or take any action or refrain from taking any action that results in Owner's having to substantially delay construction on the Property or require the acquisition of additional permits or approvals by the City other than those required by the Applicable Law;

(4) Limit or control the location of buildings, structures, grading, or other improvements of the Property in a manner that is inconsistent with or more restrictive than the limitations in the Ellis Approvals and Applicable Law;

(5) Limit the processing of Owner Approvals.

(6) Except for uniform adjustments formulated according to an inflation or cost of construction index, City changes in development, infrastructure or building standards, policies or ordinances that increase the cost of or impose new costs to develop and construct the project according to the Ellis Project Approvals.

(b) City shall not apply any New City Law(s) to the Property that is in conflict with this Agreement or that is excessive under controlling law (collectively, "in conflict with" or "inconsistent with"). If City believes that it has the right under this Agreement to impose/apply a New City Law on the Property/project, it shall send written notice to Owner of that City position ("**Notice of New Law(s)**"). Upon receipt of the Notice of New City Law, if Owner believes that such New City Law is in conflict with this Agreement, Owner may send written notice to City within thirty (30) days of Owner's receipt of City's Notice of New Law ("**Objection to New City Law(s)**"). Owner's notice to City of its Objection to New City Law(s) shall set forth the factual and legal reasons why Owner believes City cannot apply the New City Law(s) to the Property. City shall respond to Owner's Objection to New City Law(s) ("**City Response**") within thirty (30) days of receipt of said Owner Objection to New City Law(s). Thereafter, the Parties shall meet and confer within thirty (30) days of the date of Owner's receipt of the City Response and shall continue to meet over the next sixty (60) days ("**Meet and Confer Period**") with the objective of arriving at a mutually acceptable solution to this disagreement. The New City Law(s) shall not be applied to the Property until the dispute over the applicability of the New City Law(s) is resolved. Within fifteen (15) days of the conclusion of the Meet and Confer Period, City shall make its determination, and shall send written notice to Owner of that City determination. If City determines to impose/apply the New City Law(s) to the Property in question, then Owner shall have a period of ninety (90) days from the date of receipt of such City determination within which to file legal action challenging such City action. In other words, a 90-day statute of limitations regarding Owner's right to judicial review of the New City Law(s) shall commence upon the conclusion of the Meet and Confer Period. If upon conclusion of judicial review of the New City Law(s) (at the highest judicial level sought and granted), the reviewing court determines that Owner is not subject to the New City Law(s), such New City Law(s) shall cease to be a part of the Applicable Law, and City shall return Owner to the position Owner was in prior to City's application of such New City Law(s) (e.g., City return fees, return dedications, etc.). Notwithstanding any of the preceding language in this Section 1.05(b) to the

contrary, upon the City's issuance to Owner of a Notice of New Law(s), any Party may opt out of the subsequent objection and resolution process described in this Section 1.05(b) provided that the opting out Party notifies the other Party(ies) that the opting out Party agrees to meet and confer regarding any disputes over New City Laws.

(c) The above-described procedure shall not be construed to interfere with City's right to adopt or apply any New City Law(s) with regard to all other areas of City (excluding the Property and Owner Approvals).

(d) Owner, in its sole and absolute discretion, may elect to be subject to a New City Law(s) that is/are not otherwise a part of the Applicable Law. In the event Owner so elects, Owner shall provide notice to City of that election and thereafter such New City Law(s) shall be part of the Applicable Law.

(e) City shall not be precluded from applying any New City Law(s) to the extent that such New City Law(s) are specifically mandated to be applied to developments such as the development of the Property by changes in State or Federal laws or regulations (and implemented through the Federal, State, regional and/or local level) ("**Mandated New City Law(s)**"). In the event such Mandated New City Law(s) prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by City for the Property, this Agreement shall be modified, extended or suspended as may be necessary to comply with such Mandated New City Law(s). Immediately after enactment of any such Mandated New City Law(s) that will materially affect the terms and conditions of this Agreement, the Parties shall meet and confer in good faith to determine the feasibility of any such modification, extension or suspension based on the effect such modification, extension or suspension would have on the purposes and intent of this Agreement. In the event that an administrative challenge and/or legal challenge (as appropriate) to such Mandated New City Law(s) preventing compliance with this Agreement is brought and is successful in having such Mandated New City Law(s) determined to not apply to this Agreement, this Agreement shall remain unmodified and in full force and effect.

1.06 Term.

(a) The term of this Agreement shall commence thirty (30) days after the adoption of the Approving Ordinance ("**Agreement Effective Date**"), and shall continue twenty five (25) years plus one day ("**Term**"), unless said Term is otherwise terminated, modified or extended as provided in this Agreement or any amendment thereto.

(b) If any administrative, legal and/or equitable action and/or other proceeding instituted by any person, entity or organization (that is not a Party to this Agreement) challenging the validity of this Agreement, the Ellis Project, the Ellis Project Approvals, the Owner Approvals and their respective projects, or the sufficiency of any environmental review under CEQA ("**Third Party Challenge**") is filed, then the Term of this Agreement shall be tolled for the period of time from the date of the filing of such Third Party Challenge until the conclusion of such litigation by dismissal or entry of a final judgment, provided such tolling period does not exceed five (5) years. The filing of any such Third Party Challenge(s) against City and/or Owner shall not delay or stop the development, processing or construction of the Ellis Project or

issuance of any Owner Approvals, unless enjoined or otherwise controlled by a court of competent jurisdiction. The Parties shall not stipulate to the issuance of any such order unless mutually agreed to.

(c) Notwithstanding any other part of this Section 1.06, as it relates to a residential unit, this Agreement shall terminate and be of no further force and effect for each individual residential unit on the Property on that date a "**Certificate of Occupancy**" is issued by City for such residential unit if such residential unit is transferred and conveyed to a third party intending to use the unit for residential purposes.

(d) Pursuant to Government Code section 66452.6(a) (or its successor section in substantially the same form) and this Agreement, and subject to the provisions of subdivision (f) of this Section 1.06, the term of any tentative map, vesting tentative map, parcel map, vesting parcel map or final map, or any re-subdivision or any amendment to any such map (collectively referred to as "**Subdivision Document**") relating to the Property shall automatically be extended to and until the later of the following: (1) the end of the term of this Agreement; or (2) the end of the term or life of any such Subdivision Document otherwise given pursuant to the Subdivision Map Act or local regulation not in conflict with the Subdivision Map Act. Any improvement agreement entered into pursuant to the Subdivision Map Act or other State or local regulation shall have a term no shorter than 365 days from execution of the improvement agreement and no longer than that term decided by City.

(e) If this Agreement terminates for any reason prior to the expiration of vested rights otherwise given under the Subdivision Map Act to any vesting tentative map, vesting parcel map, vesting final map or any other type of vesting map on the Property (or any portion of the Property) (collectively, "**Vesting Map**"), such termination of this Agreement shall not affect Owner's right to proceed with development under such Vesting Map in accordance with the ordinances, policies and standards so vested under the Vesting Map. Notwithstanding the foregoing or any other provision of this Agreement or the Applicable Law it describes, no Vesting Map shall extend the Applicable Law beyond the stated Term of this Agreement (and the rules, regulations and official policies of City applicable to that portion of the Property covered by such Vesting Map shall become those in effect as of the expiration of such Term), except as otherwise agreed to by City and Owner; provided, however, that City and Owner may agree to an extension of the Term of this Agreement with respect to the area covered by any such Vesting Map.

(f) The term of any Owner Approvals, including without limitation, all development plans, development permits, design review approvals, or other permit, grant, agreement, approval or entitlement for the general development of all or any part of their respective projects and properties, shall automatically be extended to and until the later of the following: (1) the end of the Term of this Agreement; or (2) the end of the term or life of the Owner Approval otherwise given pursuant to controlling law.

(g) The Parties hereby agree that, as of the Effective Date, this Agreement supersedes the effectiveness of the Original Development Agreement and all of the Parties' respective rights and obligations thereunder while this Agreement remains in effect; provided, however, that if the validity of this Agreement is overturned or set aside by a decision of a court

of competent jurisdiction, then the suspension of the Original Development Agreement and superseding effect of this Agreement set out in this section shall, likewise, be overturned and of no further force and effect, and the Original Development Agreement and all of the parties' respective rights and obligations thereunder shall be restored.

1.07 Residential Growth Allotments.

(a) City shall reserve, and Owner shall be eligible for, the allocation of up to 2,250 Residential Growth Allotments ("RGAs") for residential development on the Property, as provided in this Agreement. City and Owner agree that the RGAs allocated under this Agreement apply only to the Property and may not be applied or transferred to any other property.

(b) In no event shall Owner be eligible for more than 2,250 RGAs over the Term of this Agreement ("**Overall RGA Maximum**"). Further, each year Owner shall be eligible for RGAs as provided in the GMO and the GMO Guidelines in effect on the Effective Date, but in no event more than 225 RGAs per year ("**Annual RGA Eligibility**").

(c) Owner shall make application to City for RGAs ("**RGA Application(s)**") according to the requirements of the GMO Guidelines in effect on the Effective Date using the RGA Application form attached hereto as Exhibit B or the form then stipulated in the GMO Guidelines then in effect, at the option of the Owner.

(d) Owner shall provide a separate RGA Application for each calendar year in which Owner seeks RGAs. The total RGAs sought by Owner in any calendar year shall not exceed the total Annual RGA Eligibility for that calendar year set by this Agreement.

(e) Owner shall be eligible for building permits according to the requirements of the GMO and the GMO Guidelines in effect on the Agreement Effective Date.

1.08 Significant Actions by Third Parties.

(a) Owner shall be responsible for the acquisition of permits, approvals, easements and services required to serve the Property from all non-City providers of utilities at Owner's cost. Owner shall also be responsible for coordinating with any non-City providers of utilities to ensure the proper installation and construction of non-City utilities in accordance with the Applicable Law. The provision of all such services shall be subject to City approval, which City approval shall be subject to Good Faith and Fair and Expeditious Dealing.

(b) At Owner's sole discretion and in accordance with Owner's construction schedule, Owner shall apply for such other permits and approvals as may be required by other private and public and quasi-public entities in connection with the development of, or the provision of services to, the Property. City shall cooperate with Owner in Good Faith and Fair and Expeditious Dealing, at no cost to City, in Owner's efforts to obtain such permits and approvals and City shall, from time to time (at the request of Owner), use its Good Faith and Fair and Expeditious Dealing to enter into binding agreements with any such other entity as may be necessary to ensure the timely availability of such permits and approvals to Owner, provided such permits and approvals are mutually determined by City and Owner to be reasonably

necessary or desirable and are consistent with Applicable Law. In the event that any such permit or approval as set forth above is not obtained within three (3) months from the date application is deemed complete by the appropriate entity, and such circumstance materially deprives Owner of the ability to proceed with development of the Property or any portion thereof, or materially deprives City of a bargained-for public benefit of this Agreement, then, in such case, and at the election of Owner, Owner and City shall meet and confer with the objective of attempting to mutually agree on alternatives, Owner Approvals, and/or an amendment to this Agreement to allow the development of the Property to proceed with each Party substantially realizing its bargained-for benefit there from.

(c) City and Owner acknowledge and agree that City may from time to time enter into (with Good Faith and Fair and Expeditious Dealing) joint exercise of power agreements or memoranda of understanding with other governmental agencies consistent with and to further the purposes of this Agreement.

1.09 Amendment of this Agreement; Inclusion of Owner Approvals into this Agreement.

(a) This Agreement may be amended from time to time in accordance with California Government Code section 65868 and the Enabling Resolution, and upon the mutual written consent of City and Owner, with City costs payable by the Owner. Owner may seek City interpretation regarding one or more of the terms and conditions of this Agreement to determine whether or not an amendment is needed.

(b) This Agreement anticipates and provides the process and rules governing subsequent Owner Approvals. No amendment of this Agreement shall be required in connection with City processing and/or approval of any such Owner Approval for the Property. Any such Owner Approval that is approved by City and becomes part of the Applicable Law pursuant to the requirements of this Agreement shall be vested into by Owner and City, and shall become a part of this Agreement as if set forth herein in full. City shall not process or approve any Owner Approval unless Owner requests such process and approval.

1.10 Annexation.

(a) Within ninety (90) days after the Effective Date, or as soon thereafter as a "Plan for the Provision of Services" (as that phrase is defined by the law controlling the San Joaquin County Local Agency Formation Commission ("LAFCO") and all other materials required by controlling law and/or requested by LAFCO can be prepared and completed relating to the Property, City shall consider a "Resolution of Application" to LAFCO requesting annexation of the Property. City shall submit such Resolution of Application, Plan for the Provision of Services and other material required by controlling law and/or requested by LAFCO. City may process any such annexation of the Property concurrently with other Owner Approvals.

(1) City shall use Good Faith and Fair and Expeditious Dealing to cause the completion of such annexation of the Property subject to all applicable requirements of law. If such annexation of the Property cannot be accomplished without conditions that are

unacceptable to Owner then, at Owner's request, City shall terminate or request termination of the proceedings, as appropriate.

(2) Owner shall pay City's reasonable costs relating to all City actions taken pursuant to this Section 1.11, including reasonable consultant costs, and including such LAFCO fees, costs and charges relating to such annexation(s) that LAFCO charges to City.

(3) If City's first Resolution of Application to LAFCO requesting annexation of the Property is denied by LAFCO, then the Parties shall continue to work together to secure such annexation in such a manner as they may mutually agree, including annexing only portions of the Property at different times until such time as all of the Property is annexed to City. To the extent that the law requires a date to be set forth within this Agreement by which annexation of Annexation Property must be accomplished, that date shall be two (2) days prior to the termination of the Term of this Agreement.

(b) Owner shall be responsible for the City's processing costs regarding actions taken by City pursuant to this Section.

1.11 Adequate Water Supply.

(a) Pursuant to the water supply assessment ("WSA") by City relating to the potential development this Agreement addresses, adequate water supplies are known and will be available during the Term of this Agreement for the potential maximum development that may occur pursuant to this Agreement. Therefore, City shall make such water supplies available to Owner for such potential development during the Term of this Agreement. Except as provided herein, there shall be no cost to Owner for such water supply. Neither City nor Owner shall take any actions, including without limitation, approval by City of any new development after the Effective Date, that would impair or impede the City's ability to make such water supplies available to Owner during the Term of this Agreement for the potential maximum development that may occur pursuant to this Agreement. Water supply verifications shall take place at the subdivision map approval stage for all development of the Property as required by such law. If for any reason, despite the City's best efforts, such water supplies are not available from surface water supplies for Owner's use on such development when needed, then the following shall apply:

(1) City shall pursue interim measures to satisfy such water supply requirements, including without limitation, City's use of groundwater.

(2) If for any reason, despite City's best efforts, such interim measures are either not available, or are available but not in quantities necessary to fully satisfy such water supply requirements, then Owner may, at Owner's sole and exclusive discretion, advance to City such funds as are necessary to design, construct, operate and maintain one (1) ground water well, and such ancillary facilities as are necessary to provide potable water service to the Property until such time as City-provided permanent surface water supplies are available. Such ground water well and ancillary facilities, including without limitation water treatment facilities, as are necessary, as determined by City, to provide potable water service to the Property, shall collectively be referred to herein as the "Additional Well." Such Additional Well shall not be

implemented unless and until Owner, in Owner's sole and exclusive discretion, elects to advance to City all costs associated with its design, construction, operation and maintenance, and Owner's development will not be served from the Additional Well until construction of the Additional Well is completed and accepted by the City. After sufficient City-provided, permanent surface water supplies are made available to serve the Property, such that the Additional Well is no longer necessary, as determined by City, to serve the Property, City may use the Additional Well for emergency water supply purposes in accordance with the City's water Master plan, provided City reimburses Owner for all costs to Owner of the design, construction, operation and maintenance of the Additional Well that exceed Owner's fair share of such costs. Such reimbursement to Owner shall be made from appropriate development impact fees subsequently collected by City from other properties determined by City to benefit from the Additional Well, in the normal course of development of such properties. If any ancillary improvements to the Additional Well are required for the benefit of Ellis Project or are the part of the Ellis FIP, the cost of such facilities will not qualify for reimbursements from other developments.

The costs related to the transmission of the water supplies provided to the Property shall be paid by those impact fees that are established in the Ellis FIP .

1.12 Recycled Water Program.

All other provisions in this Agreement to the contrary notwithstanding, Owner hereby agrees that the Property and the Ellis Project shall be subject to such City recycled water fee requirements as may be set forth in the Ellis FIP . In addition to complying with such requirements, Owner hereby agrees that, as a condition of approval for any subdivision map for the Property or the Ellis Project, the subdivider shall design and construct, in conformance with applicable City standards, such recycled water infrastructure and facilities on collector streets as are sufficient to provide recycled water for irrigation of Ellis parks, and as are sufficient to provide recycled water for irrigation of such other landscaped public spaces on the Property and within the Ellis Specific Plan area as are mutually agreed on by the Parties.

1.13 Wastewater Treatment and Conveyance Capacity.

(a) Wastewater Treatment Capacity.

(1) Upon the Effective Date, City shall make available capacity from the existing City wastewater treatment plant sufficient to provide the Ellis Project with adequate wastewater treatment capacity for eight hundred (800) single-family detached residential units, a swim center and Storage Uses ("**Ellis Initial Capacity**"). There shall be no cost to Owner for the Ellis Initial Capacity

(2) Beyond the Ellis Initial Capacity referenced above, the Ellis Project shall receive that wastewater treatment capacity ("**Additional Capacity**") needed to adequately service the Property, with said Additional Capacity coming from the City's existing capacity at the existing wastewater treatment plant or "**Expansion**" of the existing wastewater treatment plant. For the purposes of this Agreement, "Expansion" shall mean that expansion of the existing treatment capacity of the existing wastewater treatment plant, which Expansion will increase the treatment capacity of the plant from the existing approximately 9.0 million gallons

per day of treatment capacity to approximately 20 million gallons per day of treatment capacity. Such Expansion may be done in incremental phases. Owner shall pay in accordance with the Ellis FIP, the costs of the Expansion (taking into account all users that will use the Expansion) through a form of municipal financing or other mechanism acceptable and agreeable to the Parties. City shall take such measures as needed to ensure that other public and private development projects proposing to utilize the Expansion shall pay their fair share of the funding needed to construct, maintain and operate the Expansion. Owner's above-described funding obligations shall be coordinated with the other public and private development projects to ensure that such monies are collected from Owner and other public and private development projects at approximately the same time. If the required funding from other users or development projects is not available for the phase of Expansion needed to provide the Additional Capacity Owner needs when Owner needs it, or if some funding from others is available but is not adequate to fund the phase of Expansion needed to provide said Additional Capacity Owner needs when Owner needs it, then, at Owner's sole and exclusive discretion, Owner may pay the balance of the cost of such phase of Expansion needed to provide such Additional Capacity ("**Owner Funded Phase**"). In such a case, Owner shall be reimbursed for that portion of the Owner Funded Phase that exceeds Owner's Additional Capacity needs. Except for responsibilities provided for in applicable FIPs, CIPs and/or other developments to pay their fair share, City shall not be obligated to advance funds for Additional Capacity Expansion.

(b) Conveyance Capacity.

(1) Initial Capacity in Corral Hollow System: Owner is afforded the right to use 330 residential units of existing capacity in the Corral Hollow Sewer Conveyance System on a permanent basis. There shall be no cost to Owner for transmission for up to 550 units. Conveyance capacity shall be increased in accordance with any City-adopted Wastewater Master Plan and the Ellis FIP.

(2) Additional Capacity in Corral Hollow System: In addition to the 330 units of capacity mentioned above, there is an additional two hundred twenty (220) units of permanent sewer conveyance capacity in the existing Corral Hollow conveyance system. Commencing on January 31, 2016, Owner may secure for its use such additional existing capacity as has not been reserved and secured by other developers or land owners by paying or otherwise securing payment to the City of their "fair share" portion (as determined by the City) of the Corral Hollow Sewer Conveyance System expansion cost by paying or otherwise securing payment of its "fair share" portion of said cost. Provided that Owner has complied with all of its obligations under this Agreement and is not otherwise in default under this Agreement, then between January 31, 2016 and April 30, 2016, City shall reserve exclusively for Owner all such remaining additional capacity in the existing Corral Hollow conveyance system, which Owner may secure by paying or otherwise securing payment to the City of Owner's "fair share" portion (as determined by the City) of the Corral Hollow Sewer Conveyance System expansion cost. Commencing on May 1, 2016, to the extent that Owner has not secured such remaining additional capacity in the existing Corral Hollow Conveyance System as provided in this Section 1.13(b)(2), the City's obligation to reserve such remaining additional capacity for Owner shall terminate.

(3) Interim Capacity in Eastside Sewer Conveyance System: In addition to the permanent sewer conveyance capacity mentioned above, the Property shall be

allocated an additional two hundred fifty (250) units of sewer conveyance capacity currently existing in the Eastside Sewer Conveyance System on an interim basis until phase one of the Corral Hollow Sewer Conveyance System upgrade is completed. There shall be no charge to Owner for said interim capacity.

(4) City shall take such measures as needed to ensure that other public or private development projects proposing to use the Conveyance Expansion shall pay their fair share (proportional) of the costs of such Conveyance Expansion. If additional funding from such other development projects is not available prior to Owner's need for the Conveyance Expansion, Owner, in its sole and exclusive discretion, may request City to construct all or a portion of the Conveyance Expansion using funds to be provided by Owner. On the date that the City determines that the Conveyance Expansion funded by Owner becomes available, Owner shall be entitled to such capacity as is necessary to meet Owner's needs, which needs shall be equal to the conveyance capacity for which owner has funded. To the extent that such Owner-funded capacity exceeds Owner's needs, such excess capacity shall be available on a first-come, first-served basis to property owners within the service area of the capacity, and Owner shall be entitled to reimbursement for funding provided by Owner in excess of Owner's fair share of the costs of the Owner-funded Conveyance Expansion, and such reimbursement shall occur prior to use by other property owners. All wastewater conveyance connections will be available to Owner only after the required improvements are completed and accepted by City. Wastewater conveyance capacity expansion to serve the Project shall be provided from the Corral Hollow sewer line and other western sewer lines as set forth in the Ellis FIP for the maximum development authorized by this Agreement. Except for responsibilities provided for in applicable CIPs and/or other developments to pay their fair share, City shall not be obligated to advance funds for conveyance improvements.

1.14 Schools.

(a) Owner has entered into Memorandums of Understanding with the Tracy Unified School District and with the Jefferson School District.

(b) Prior to the first residential building permit issuance, Owner shall execute a school facilities mitigation agreement with the Jefferson School District to mitigate the impact of the Ellis Specific Plan on Jefferson School District facilities.

1.15 Ellis Specific Plan Parks.

(a) Owner shall provide and dedicate to City neighborhood and community parks pursuant to the four (4) acres per thousand formula required by the Ellis Specific Plan and Applicable Law ("**Park Requirements**"). Owner shall construct all improvements for neighborhood parks, consistent with the description of such parks in the Ellis Specific Plan, prior to dedication to City. Owner's compliance with community park obligations shall be subject to and consistent with Section 1.01 of this Agreement. No additional park dedications, in lieu fees or other park-related requirements shall be imposed by City on Owner or the Property beyond the Park Requirements of this Agreement.

(b) The timing of the dedication to City of Ellis Specific Plan parks and the construction of Ellis Specific Plan park improvements shall be determined by City at the time of City approval of subdivision maps for the Property.

1.16 Future Impact Fees; Nexus.

(a) During the Term of this Agreement, only those impact fees that are included in the Ellis FIP shall apply to the development of the Property.

(b) Except as provided in this Agreement, this Agreement is not intended to change or affect either Parties' rights or obligations regarding the over-sizing of improvements, services and/or facilities beyond the impacts of the Property.

ARTICLE 2
ASSIGNMENT, DEFAULT, ANNUAL REVIEW,
TERMINATION, LEGAL ACTIONS

2.01 Covenants Run With The Land.

(a) This Agreement and all of its provisions, agreements, rights, powers, standards, terms, covenants, obligations, benefits and burdens shall be binding upon and inure to the Parties and their respective heirs, successors (by merger, consolidation, or otherwise), assigns, devisees, administrators, representatives, lessees, and all other persons or entities acquiring the Property, or any part thereof, whether by sale, operation of law or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns (collectively, "Assignee").

(b) Upon assignment, in whole or in part, and the express written assumption by the Assignee of such assignment, of Owner's rights and interests under this Agreement, Owner shall be released from its obligations with respect to the Property, or any lot, parcel, or portion thereof so assigned to the extent arising subsequent to the date of such assignment. A default by any Assignee shall only affect that portion of the Property owned by such Assignee and shall not cancel or diminish in any way Owner's rights hereunder with respect to the assigned portion of the Property not owned by such Assignee. The Assignee shall be responsible for the reporting and annual review requirements relating to the portion of the Property owned by such Assignee, and any amendment to this Agreement between City and Assignee shall only affect the portion of the Property owned by such Assignee. Any and all provisions of this Agreement to the contrary notwithstanding, Owner shall not be released from any of its obligations under this Agreement, whether by assignment, conveyance, or any other means, unless and until Owner has fully satisfied its obligations under Section 1.01 of this Agreement

2.02 Defaults.

(a) Any failure by City or Owner to perform any material term or provision of this Agreement, which failure continues uncured for a period of sixty (60) days following written notice of such failure from the other Party (unless such period is extended by written mutual consent), shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the

manner in which such alleged failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 60-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 60-day period.

(b) No failure or delay in giving notice of default shall constitute a waiver of default; provided, however, that the provision of notice and opportunity to cure shall nevertheless be a prerequisite to the enforcement or correction of any default.

(c) During any cure period specified under this Section and during any period prior to any delivery of notice of failure or default, the Party charged shall not be considered in default for purposes of this Agreement. If there is a dispute regarding the existence of a default, the Parties shall otherwise continue to perform their obligations hereunder, to the maximum extent practicable in light of the disputed matter and pending its resolution or formal termination of the Agreement as provided herein.

(d) City will continue to process in good faith development applications during any cure period, but need not approve any such application if it relates to a development proposal on the Property with respect to which there is an alleged default hereunder.

(e) In the event either Party is in default under the terms of this Agreement, the non-defaulting Party may elect, in its sole and absolute discretion, to pursue any of the following courses of action: (i) waive such default; (ii) pursue administrative remedies, and/or (iii) pursue judicial remedies. In no event shall City modify this Agreement as a result of a default by Owner except in accordance with the provisions of Section 1.14 above.

(f) Except as otherwise specifically stated in this Agreement, either Party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default by the other Party to this Agreement, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation hereunder or to seek specific performance. For purposes of instituting a legal action under this Agreement, any City Council determination under this Agreement shall be deemed a final agency action.

(g) The Parties hereby acknowledge that the City would not have entered into this Agreement if doing so would subject it to the risk of incurring liability in money damages, either for breach of this Agreement, anticipatory breach, repudiation of the Agreement, or for any actions with respect to its negotiation, preparation, implementation or application. The Parties further acknowledge that money damages and remedies at law generally are inadequate, and specific performance is the most appropriate remedy for the enforcement of this Agreement and should be available to all Parties for the following reasons:

(1) Money damages are excluded as provided above;

(2) Due to the size, nature, and scope of the Project, it may not be practical or possible to restore the Property to its original condition once implementation of this Agreement has begun. After such implementation, Owner may be foreclosed from other choices it may have had to utilize the Property or portions thereof. Owner has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the

terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate Owner for such efforts.

Therefore, the Parties hereby acknowledge and agree that it is a material part of Owner's consideration to City that City shall not be at any risk whatsoever to liability for money damages relating to or arising from this Agreement, and except for non-damages remedies, including the remedy of specific performance, Owner, on the one hand, and the City, on the other hand, for themselves, their successors and assignees, hereby release one another's officers, trustees, directors, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth Amendments of the United States Constitution, or any other law or ordinance which seeks to impose any money damages, whatsoever, upon the Parties because the Parties entered into this Agreement, because of the terms of this Agreement, or because of the manner of implementation or performance of this Agreement.

2.03 Annual Review.

(a) The Enabling Resolution provides for annual review of Owner's good faith compliance with the terms of this Agreement. Each year during the term of this Agreement, City shall initiate the annual review by written notice to Owner. Upon receipt of such written notice, Owner shall comply with such requirements of the Enabling Resolution and shall furnish to City a report demonstrating good faith compliance by Owner with the terms of this Agreement.

(b) Following any such annual review, if Owner is determined to be in good faith compliance with the terms of this Agreement, City shall furnish Owner, upon Owner's request, a certification of compliance in recordable form.

(c) Following any such annual review, if Owner is determined to not be in good faith compliance with the terms of this Agreement, City shall furnish to Owner a notice of noncompliance, which shall be deemed a notice of default and shall commence the cure period set forth in Section 2.02 above.

(d) In addition to the annual review provided for in this Section, City may investigate or evaluate from time to time during the course of any given year, and regardless of whether such investigation or evaluation takes place as part of the annual review, any subject matter that is properly the subject of an annual review.

2.04 Force Majeure Delay, Extension of Times of Performance.

(a) In addition to specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental entities other than City, its departments, agencies, boards and commissions, enactment of conflicting State or Federal laws or regulations, or litigation (including without limitation litigation contesting the validity, or seeking the enforcement or clarification of this

Agreement whether instituted by Owner, City, or any other person or entity) (each a "Force Majeure Event").

(b) Either Party claiming a delay as a result of a Force Majeure Event shall provide the other Party with written notice of such delay and an estimated length of delay. Upon the other Party's receipt of such notice, an extension of time shall be granted in writing for the period of the Force Majeure Event, or longer as may be mutually agreed upon by the Parties, unless the other Party objects in writing within ten (10) days after receiving the notice. In the event of such objection, the Parties shall meet and confer within thirty (30) days after the date of objection to arrive at a mutually acceptable solution to the disagreement regarding the delay. If no mutually acceptable solution is reached, either Party may take action as permitted under this Agreement.

2.05 Third Party Legal Actions.

(a) If there are any third party administrative, legal or equitable actions challenging any of the Project Approvals or the Subsequent Approvals, including without limitation this Agreement and all CEQA processes and actions by City relating to the Project, Owner shall defend and indemnify the City against any and all fees and costs arising out of the defense of such actions, including the fees and costs of City's own in-house or special counsel retained to protect the City's interests. Each Party is entitled to legal counsel of its choice, at Owner's expense. The Parties and their respective counsel shall cooperate with each other in the defense of any such actions, including in any settlement negotiations. If a court in any such action awards any form of money damages to such third party, or any attorneys' fees and costs to such third party, Owner shall bear full and complete responsibility to comply with the requirements of such award, and hereby agrees to timely pay all fees and costs on behalf of the City.

(b) If any part of this Agreement, any Project Approval or Subsequent Approval, is held by a court of competent jurisdiction to be invalid, the Parties shall cooperate to use their best efforts, to the extent permitted by law, to cure any inadequacies or deficiencies identified by the court in a manner consistent with the express and implied intent of this Agreement.

ARTICLE 3 GENERAL PROVISIONS

3.01 Definitions.

(a) To the extent that any capitalized terms contained in this Agreement or its Exhibits are not defined below, then such terms shall have the meaning otherwise ascribed to them in this Agreement and its Exhibits and/or the Applicable Law.

(b) As used in this Agreement and its Exhibits, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section:

(1) "Agreement" shall mean this Amended and Restated Development Agreement between City and Owner.

(2) **"Agreement Effective Date"** shall have the meaning set forth in Section 1.06(a) of this Agreement.

(3) **"Annexation Effective Date"** shall mean that date upon which all of the following have occurred: the Ellis Project Approvals have been approved by the City and the annexation of the Property has been approved by LAFCO, the Ellis Project Approvals and LAFCO's annexation approvals have taken effect under controlling law, the applicable statute of limitations has run on the Ellis Project Approvals and LAFCO annexation approvals without a lawsuit being filed within that statutory limitations period, or if a lawsuit has been filed within that statutory limitations period, that the defendant and real party have prevailed in the lawsuit, or the Ellis Project Approvals and LAFCO annexation approvals are otherwise determined legal and effective.

(4) **"Annual RGA Eligibility"** shall have the meaning set forth in Section 1.07(b) of this Agreement.

(5) **"Applicable Law"** shall have that meaning set forth in Section 1.03 of this Agreement.

(6) **"Approving Ordinance"** shall have the meaning set forth in Recital paragraph P of this Agreement.

(7) **"Assignee"** shall have the meaning set forth in Section 2.01(a) of this Agreement.

(8) **"CEQA"** shall have that meaning set forth in Recital paragraph H of this Agreement.

(9) **"Certificate of Occupancy"** shall mean a certificate issued or final inspection approved by the City authorizing occupancy of a residential unit.

(10) **"City"** shall have that meaning set forth in the preamble of this Agreement.

(11) **"City Swim Center Contribution"** shall have the meaning set forth in Section 1.01(c) of this Agreement.

(12) **"Claims"** shall have the meaning set forth in Section 3.04 of this Agreement.

(13) **"Conceptual Design"** shall have the meaning set forth in Section 1.01(d) of this Agreement.

(14) **"Construction Codes"** shall have the meaning set forth in Section 1.03(a) (5) of this Agreement.

(15) **"Development Agreement Statute"** shall have the meaning set forth in the preamble of this Agreement.

(16) **"Ellis FIP"** shall have the meaning set forth in Section 1.03(a)(2) of this Agreement.

(17) **"Ellis Initial Capacity"** shall have the meaning set forth in Section 1.14(a) (1) of this Agreement.

(18) **"Ellis Project"** shall have the meaning set forth in Recital paragraph I of this Agreement.

(19) **"Ellis Project Approvals"** shall have the meaning set forth in Recital paragraph I of this Agreement.

(20) **"Ellis Swim Center Site"** shall have the meaning set forth in Section 1.01(b) of this Agreement.

(21) **"Enabling Resolution"** shall have the meaning set forth in the preamble of this Agreement.

(22) **"Existing City Laws"** shall have the meaning set forth in Section 1.03(a) (3) of this Agreement.

(23) **"Force Majeure Event"** shall have the meaning set forth in Section 2.04(a) of this Agreement.

(24) **"General Plan"** shall mean the City of Tracy General Plan as amended by the City Council on January 22, 2013, by Resolution No. 2013-012, as described in Recital paragraph I of this Agreement.

(25) **"GMO"** shall mean the City of Tracy Residential Growth Management Plan set forth in Chapter 10.12 of Title 10 of the City of Tracy Code of Ordinances, as may be amended from time to time.

(26) **"GMO Guidelines"** shall mean the GMO Guidelines adopted by the City Council of the City of Tracy pursuant to Title 10, Chapter 10.12, Section 10.12.050 of the City of Tracy Code of Ordinances, that are in effect on the Agreement Effective Date.

(27) **"Good Faith and Fair and Expeditious Dealing"** shall have the meaning set forth in Section 1.02(c) of this Agreement.

(28) **"LAFCO"** shall have the meaning set forth in Section 1.02(c) of this Agreement.

(29) **"Land Dedication Offer"** shall have the meaning set forth in Section 1.01(b) (1) of this Agreement.

(30) **"Legal Effect"** shall mean that the ordinance, resolution, permit, license or other grant of approval (collectively, "permit") in question, has been adopted by City and that all applicable administrative appeal periods and statutes of limitations have run and that

the permit has not been overturned or otherwise rendered without legal and/or equitable force and effect by a court of competent jurisdiction or other tribunal with final and binding decision authority.

(31) **"Mandated New City Law(s)"** shall have the meaning set forth in Section 1.05(e) of this Agreement.

(32) **"New City Law(s)"** shall have the meaning set forth in Section 1.05(a) of the Agreement.

(33) **"Notice of New Law(s)"** shall have the meaning set forth in Section 1.05(b) of this Agreement.

(34) **"Original Development Agreement"** shall mean that development agreement by and between the City of Tracy and Surland Communities, LLC, approved by the City of Tracy on December 16, 2008, executed by the City of Tracy and Surland Communities, LLC, between January 28, 2009 and February 5, 2009, and recorded in the San Joaquin County Recorder's office on February 5, 2009 as Document Number 2009-022386.

(35) **"Original EIR"** shall have the meaning set forth in Recital paragraph D of this Agreement.

(36) **"Overall RGA Maximum"** shall have the meaning set forth in Section 1.07(b) of this Agreement.

(37) **"Owner"** shall have that meaning set forth in the preamble of this Agreement.

(38) **"Owner Approvals"** shall have the meaning set forth in Section 1.03(a)(2) of this Agreement.

(39) **"Owner Funded Phase"** shall have that meaning set forth in Section 1.13(a)(2) of this Agreement.

(40) **"Owner Swim Center Contribution"** shall have the meaning set forth in Section 1.01(a) of this Agreement.

(41) **"Park Requirements"** shall have the meaning set forth in Section 1.15(a) of this Agreement.

(42) **"Party"** and **"Parties"** shall have the meaning set forth in the preamble of this Agreement.

(43) **"Police Powers"** shall have the meaning set forth in the preamble of this Agreement.

(44) **"Processing Fees"** shall mean fees charged by the City which represent the costs to City for City staff (including consultants) time and resources spent

reviewing and processing applications for Owner Approvals, as governed by Government Code section 66014.

(45) **"Property"** shall have the meaning set forth in Recital paragraph M of this Agreement.

(46) **"Residential Growth Allotments"** or **"RGAs"** shall have the meaning set forth in the GMO.

(47) **"Revised EIR"** shall have the meaning set forth in Recital paragraph F of this Agreement.

(48) **"Subdivision Document"** shall have the meaning set forth in Section 1.06(d) of this Agreement.

(49) **"Swim Center Funds"** shall have the meaning set forth in Section 1.01(c) of this Agreement.

(50) **"Swim Center Funds Account"** shall have the meaning set forth in Section 1.01(a) (1) of this Agreement.

(51) **"Term"** shall have the meaning set forth in Section 1.06(a) of this Agreement.

(52) **"Third Party Challenge"** shall have the meaning set forth in Section 1.06(b) of this Agreement.

(53) **"Vesting Map"** shall have the meaning set forth in Section 1.06(e) of this Agreement.

(54) **"WSA"** shall have the meaning set forth in Section 1.11(a) of this Agreement.

3.02 Requirements of Development Agreement Statute.

(a) The permitted uses, density and/or intensity of use, maximum height and size of buildings and other structures, provisions for reservation or dedication of land, and other terms and conditions applicable to any development and construction on the Property shall be those set forth in the General Plan and the Ellis Specific Plan, as incorporated by reference herein, and all other provisions of the Applicable Law, as provided for and consistent with the provisions of Section 1.03(b) above.

(b) During the Term of this Agreement, and pursuant to Government Code section 65866, the rules, regulations, official policies and all other controlling criteria shall be the Applicable Law, which Applicable Law may expand pursuant to this Agreement to include New City Law(s), Owner Approvals, and other subsequent actions that this Agreement includes in the Applicable Law.

(c) As stated above, this Agreement complies with laws regarding Development Agreement Statute (including without limitation Government Code section 65865.2), which requires this Agreement to specify the duration (Term) of the Agreement, the permitted uses of the Property, the density or intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes. The duration of this Agreement is set forth herein, and this Agreement sets forth provisions for the permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, and the dedication of land for public purposes in the Applicable Law provisions of this Agreement.

3.03 Development Timing.

The Parties acknowledge that the timing, sequencing, and phasing of any later-approved development is solely the responsibility of Owner. In particular, the Parties desire to avoid the result of the California Supreme Court's holding in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), where the failure of the parties therein to consider and expressly provide for the timing of the development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement.

3.04 Hold Harmless and Indemnification.

Owner shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents, and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) (collectively, "Claims") resulting from or arising out of the development contemplated by this Agreement, other than a liability or claim based upon City's gross negligence or willful misconduct. The indemnity obligations of this Agreement shall not extend to Claims arising from activities associated with the maintenance or repair by the City or any other public agency of improvements that have been accepted for dedication by the City or such other public agency.

3.05 Miscellaneous.

(a) Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Owner acknowledges and agrees that City has approved and entered into this Agreement in the sole exercise of its legislative discretion and the standard of review of the validity and meaning of this Agreement shall be that accorded legislative acts of the City. Should any legal action be brought by a Party for breach of this Agreement or to enforce any provision herein, the prevailing Party of such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the court.

(b) Development Is a Private Undertaking. The development contemplated by this Agreement is a separately undertaken private development. No partnership, joint venture, or other association of any kind between the Owner, on the one hand, and City on the other, is formed by this Agreement. The only relationship between City and Owner is that of a governmental entity regulating the development of private property and the owners of such private property.

(c) Construction. As used in this Agreement, and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and neuter and vice versa.

(d) Notices.

(1) All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective Party as follows:

If to the City:

City Manager
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
Telephone: (209) 831-6000
Facsimile: (209) 831-6120

With a copy to:

City Attorney
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
Telephone: (209) 831-6130
Facsimile: (209) 831-6137

If to Owner:

Les Serpa
Chris Long
Surland Communities, LLC
1024 Central Avenue
Tracy, CA 95376
Telephone: (209) 832-7000
Facsimile: (209) 833-9700

With a copy to:

Wilson F. Wendt
Miller Starr Regalia
1331 N. California Boulevard
Walnut Creek, CA 94596
Telephone: (925) 935-9400
Facsimile: (925) 933-4126

(2) Either Party may change the address stated herein by giving notice in writing to the other Party, and thereafter notices shall be addressed and transmitted to the new address. Any notice given to Owner as required by this Agreement shall also be given to all other signatory Parties hereto and any lender which requests that such notice be provided. Any signatory Party or lender requesting receipt of such notice shall furnish in writing its address to the Parties to this Agreement.

(e) Recordation. No later than ten (10) days after the Effective Date, the Clerk of the City shall record a copy of this Agreement in the Official Records of the Recorder's Office of San Joaquin County. Owner shall be responsible for any recordation fees.

(f) Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

(g) 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.

(h) Execution/Entire Agreement. This Agreement may be executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement, including these pages and all the exhibits inclusive, and all documents incorporated by reference herein, constitute the entire understanding and agreement of the Parties.

(i) Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Owner and City. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

(j) Severability. Should any part, term or provision of this Agreement or any document required herein to be executed or delivered be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

(k) Exhibits. The following exhibits are attached to this Agreement and are hereby incorporated herein by this reference for all purposes as if set forth herein in full:

Exhibit A Property Legal Description

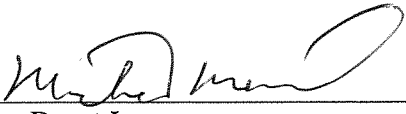
Exhibit B RGA Transmittal and Application Form

[SIGNATURES ON FOLLOWING PAGE]

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

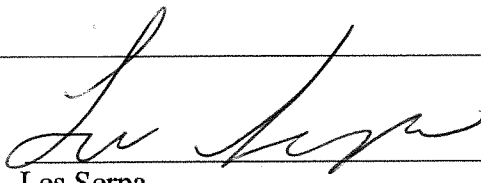
"City"

CITY OF TRACY, a municipal corporation

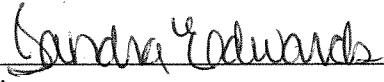

By: ~~Brent Wells~~ Michael Maciel
Title: Mayor Pro Tem
Date: 9-17-13

"Owner"

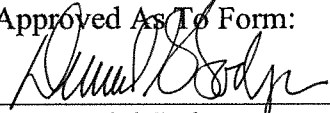
SURLAND COMMUNITIES, LLC, a California limited liability company

By: _____
By: 
Les Serpa
Title: President
Date: 3-29-13

Attest:


By: _____
Title: CITY CLERK
Date: 9-17-13

Approved As To Form:


By: Daniel Sodergren
Title: City Attorney
Date: 9/17/13

ACKNOWLEDGMENT

State of California

County of San Joaquin

On March 29, 2013 before me, Kirstie L. McKenzie, Notary Public
(insert name and title of the officer)

personally appeared LES J. Serpa,
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.

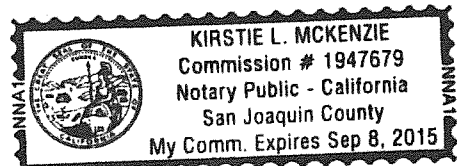
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Kirstie L. McKenzie

(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

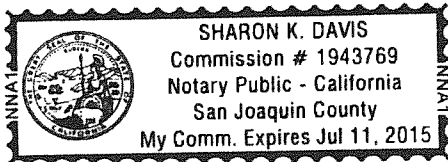
CIVIL CODE § 1189

State of California

County of San Joaquin

On 9/17/13 before me, Sharon K. Davis Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Michael Maciel
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: Sharon K. Davis
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Amended & Restated Development Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here

Exhibit A

Property Description

The land situated in the unincorporated area of the County of San Joaquin, State of California, and described as follows:

PARCEL NO. 1:

A portion of Section 6, Township 3, South, Range 5 East, Mount Diablo Base and Meridian according to the Official Plat thereof, more particularly described as follows: Beginning at an iron pipe in the East line of the Southwest 1/4 of said Section 6, bearing South 0° 17' East 4220.90 feet from the iron bolt at the Northeast corner of the Northwest 1/4 of said Section 6; thence along the East line of the Southwest 1/4 of said Section 6, South 0° 17' East, 964.50 feet to iron pipe in the North line of right of way the Western Pacific Railroad; thence along the North line of said right of way being 50 feet North of the center line of the main line tract of said railroad, South 89° 49' West 1796.43 feet to an iron rod at the Southeast corner of the tract of land conveyed to the United States of America by Deed recorded in Book of Official Records of San Joaquin County, Vol. 1061, Page 45, San Joaquin County Records; thence along the Northeasterly boundary line of said property conveyed to the United States of America, as follows: North 74° 58' West 550.5 feet to an iron rod; North 16° 08' West 317.4 feet to an iron rod; North 58° 09' West 1563.2 feet to an iron rod; South 89° 41' West 437.8 feet to an iron rod in the East line of the Lammers Road which is 25 feet East of the West line of said Section 6; thence along the East line of the Lammers Road, North 0° 11' West 40 feet to an iron pipe; thence 89° 41' East 449.24 feet to an iron pipe; thence South 58° 09' East 677.57 feet to an iron pipe; thence North 89° 43' 30" East 3152.53 feet to the point of beginning.

APN: 240-140-18

PARCEL NO. 2:

A tract of land situated in the County of San Joaquin, State of California in the Southwest 1/4 of Section 6, Township 3 South, Range 5 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 2 as shown upon Parcel Map recorded December 31, 1992 in Book of Parcel Maps, Vol. 18, Page 167, San Joaquin County Records.

APN: 240-140-22

PARCEL NO. 3:

A tract of land situate in the Southwest 1/4 of Section 6 Township 3 South, Range 5 East, Mount Diablo Base and Meridian, more particularly described as follows: Beginning at an iron pipe in the East line of the Northwest 1/4 of said Section 6 bearing South 0° 17' East, 2977.36 feet from the iron bolt at the Northeast corner of the Northwest 1/4 of Section 6; thence along the East line of the Southwest 1/4 of said Section 6, South 0° 17' East 590.08 feet to an iron pipe; thence South 89° 43' 30" West, 4175.03 feet to an iron pipe in the East line of the Lammers Road which is 25 feet East of the West line of said

Section 6; thence along the East line of said Lammers Road, North 0° 11' West 590.08 feet to an iron pipe; thence North 89° 43' 30" East, 4174 feet to the point of beginning. EXCEPT THEREFROM a portion of the Southwest 1/4 of Section 6, Township 3 South, Range 5 East, Mount Diablo Base and Meridian, more particularly described as follows:

Beginning at a 1 inch iron pipe at the Northwest corner of that certain tract of land described in a Deed to Roy Tuso and Margaret Tuso, husband and wife, recorded June 8, 1949, in Book of Official Records, Vol. 1213, Page 30, San Joaquin County Records, said point of beginning being on the East line of Lammers Road (a 50 foot road); thence along the North line of said Tuso property North 89° 44' 00" East 710.00 feet to a 3/4 inch iron pipe; thence South 0° 11' East 17.00 feet to a 3/4 inch iron pipe; thence South 89° 44' 00" West, and parallel to the North line of said Tuso property, a distance of 710.00 feet to a 3/4 inch iron pipe on the East line of said Lammers Road; thence along the East line of Lammers Road North 0° 11' West, 17.00 feet to the point of beginning.

APN: 240-140-16

PARCEL NO. 4:

A portion of the Southwest Quarter of Section 6, Township 3 South, Range 5 East, Mount Diablo Base and Meridian, more particularly described as follows:

Parcel 1, as shown on that certain Parcel Map filed for record December 31, 1992, in Book 18 of Parcel Maps, at Page 167, San Joaquin County Records.

APN: 240-140-23

PARCEL NO. 5:

Parcel One, as shown on that certain Parcel Map entitled "PA-0800181, Parcel Map", filed January 27, 2009, in Book 25 of Parcel Maps, at Page 33, in the Office of the Recorder of San Joaquin County.

APN: 240-140-30

PARCEL NO. 6:

The Southeast Quarter of Section 6, Township 3 South, Range 5 East, Mount Diablo Base and Meridian.

EXCEPT THEREFROM that portion in County Road along the Easterly boundary of said Quarter Section, as said road existed on July 17, 1901.

ALSO EXCEPT THEREFROM that portion thereof conveyed to the Western Pacific Railway Company, a railroad corporation, by Deed recorded June 13, 1906 in Book "A" of Deeds, Vol. 145, Page 528, San Joaquin County Records.

ALSO EXCEPT THEREFROM that portion conveyed to Carol Joan Maridon, aka Carol J. Maridon in Deed recorded January 28, 1989 Instrument No. 89057861 and described as follows:

A portion of the Southeast one quarter of the Southeast one quarter of Section 6, Township 3 South, Range 5 East, Mount Diablo Base and Meridian, described as follows:

BEGINNING at an iron rod at the intersection of the West line of a County Road (Corral Hollow Road) and the North line of that certain parcel of real property as originally conveyed to Western Pacific Railroad Company by Deed recorded June 13, 1906 in Book A of Deeds, Vol. 145, Page 528, San Joaquin County Records; said point of beginning being North 0° 12' 00" East, along the Section line, 138.28 feet and North 89° 44' 22" West 30 feet from the Southeast corner of said Section 6, Township 3 South, Range 5 East, Mount Diablo Base and Meridian; and running thence North 89° 44' 22" West along said North line, parallel with, and 50.0 feet distant from the centerline of the existing Union Pacific Railroad tracts, 500.00 feet to an iron rod; thence North 0° 12' 00" East, parallel with Corral Hollow Road and the East line of said Section 6, 174.24 feet to an iron rod; thence South 89° 44' 22" East, parallel with said North boundary conveyed to Western Pacific Railroad Company, 500.00 feet to an iron rod on the West line of Corral Hollow Road; thence South 0° 12' 00" West along said West line, 174.24 feet to the point of beginning.

EXCEPT THEREFROM that portion conveyed to the County of San Joaquin in Deed recorded January 27, 1989, Document No. 89007328, Official Records.

ALSO EXCEPT THEREFROM all of Parcel One as shown on that certain Parcel Map entitled "PA-0800181, Parcel Map", filed January 27, 2009, in Book 25 of Parcel Maps, at Page 33, in the Office of the Recorder of San Joaquin County.

Note: The above described parcel of land is also shown as the "Designated Remainder" on that certain Parcel Map entitled "PA-0800181, Parcel Map", filed January 27, 2009, in Book 25 of Parcel Maps, at Page 33, in the Office of the Recorder of San Joaquin County.

APN: 240-140-31

Exhibit B
RGA Application

RGA Transmittal Form

SURLAND DEVELOPMENT AGREEMENT RESIDENTIAL GROWTH ALLOTMENT APPLICATION

This is a Residential Growth Allotment (RGA) application as provided for in the Development Agreement between THE CITY OF TRACY and SURLAND COMMUNITIES, LLC dated _____ ("Agreement").

Submitted by: _____
Date: _____

Received by: _____
Date: _____

APPLICATION FOR RESIDENTIAL GROWTH ALLOTMENTS

Purpose Of Application

RGA's: _____

Exception (For Affordable Housing Units): _____

Applicant's Information

Name: _____ Telephone No.: _____

Company: _____ Fax No.: _____

Mailing Address: _____

City/State/Zip Code: _____

Property Owner's Information

Name: _____ Telephone No.: _____

Company: _____ Fax No.: _____

Mailing Address: _____

City/State/Zip Code: _____

(if necessary, please attach a sheet listing additional property owner information)

Project Information

Recorded Subdivision Name: _____

Tract No.: _____ Total No. of Lots: _____ Total Acreage: _____

Specify Planning Area (ex: Ellis, etc.): _____

Project (Ownership) Area for which RGA's are applied

Project Area name (if different from above): _____

Project Area ownership: _____

Project Area acreage: _____ Total number of Project Area lots: _____

Assessor's Parcel No(s): _____

Project (Ownership) Area for which RGA's are applied (continued)

Total number of RGA's previously awarded to Project Area: _____

Total number of building permits issued: _____

Total number of unused RGA's (RGA's previously awarded less the total number of RGA's used for building permit issuance): _____

Total number of RGA's requested in this application: _____

Identify the relevant plan approval(s) that have been obtained for the Project

Area: _____

Applicant's Signature

I, the undersigned, have complied with all the requirements of the Agreement relevant to this application:

Applicant's Signature

Date

Doc #: 2009-022386
Fri Feb 06 12:22:50 PST 2009
Page: 1 of 61 Fee: \$188.00

San Joaquin County Recorders
Paid By: SHOWN ON DOCUMENT



Recording Requested By:

City of Tracy
Sandra Edwards, Tracy City Clerk

When Recorded Return To:

City Clerk's Office
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF TRACY
AND
SURLAND COMMUNITIES**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 APPLICABLE DEVELOPMENT TERMS	8
1.01 The Swim Center at Ellis	8
1.02 Other Processing	10
1.03 Applicable Law	11
1.04 Vested Right to Applicable Law	13
1.05 New City Law(s)	13
1.06 Term	15
1.07 RGAs	17
1.08 Building Permits	21
1.09 Significant Actions by Third Parties	22
1.10 Amendment of this Agreement; Inclusion of Owner Approvals into this Agreement	23
1.11 Annexation	23
1.12 Memorandum of Assignment / Operative	24
1.13 Adequate Water Supply	25
1.14 Wastewater Treatment and Conveyance Capacity	26
1.15 Schools	28
1.16 Ellis Specific Plan Parks	28
1.17 Future Impact Fees, Taxes and Assessments; Nexus	28
ARTICLE 2 ASSIGNMENT, DEFAULT, ANNUAL REVIEW, TERMINATION, LEGAL ACTIONS	29
2.01 Covenants Run With The Land	29
2.02 Defaults	29
2.03 Annual Review	30
2.04 Force Majeure Delay, Extension of Times of Performance	31
2.05 Legal Actions	31
ARTICLE 3 GENERAL PROVISIONS	32
3.01 Definitions	32
3.02 Requirements of Development Agreement Statute	38
3.03 Development Timing	39
3.04 Hold Harmless and Indemnification	40
3.05 Miscellaneous	40

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF TRACY
AND
SURLAND COMMUNITIES, LLC**

This "**Agreement**," dated for the convenience of the Parties this 28th day of Jan, 2009, is entered into by and between the CITY OF TRACY, a municipal corporation ("**City**"), and SURLAND COMMUNITIES, LLC, a California limited liability company ("**Owner**"), pursuant to Government Code sections 65864 *et seq.* ("**Development Agreement Statute**"), City Resolution No. 2004-368 (establishing rules, regulations, procedures and requirements, including fees, for the processing and approval of a development agreement ("**Enabling Resolution**")), and Article XI, section 7 of the California Constitution ("**Police Powers**"). From time to time, City and Owner are individually referred to in this Agreement as a "**Party**," and are collectively referred to as the "**Parties**."

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other considerations, the value and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

RECITALS

A. The preceding Preamble, and the following Recitals, are true and correct, are a part of this Agreement, and the terms defined in both are used throughout this Agreement.

B. To strengthen the public planning process, to encourage private participation in the provision, dedication and funding of community benefits and amenities that could not otherwise be required under controlling law (such as the below-described "**Swim Center**"), to set forth the procedures and processes to be employed in the processing of subsequent development requests, to ensure compliance with all state and federal procedural and substantive laws prior to action on such development requests, and to ensure compliance with all City laws, including without limitation the City's Growth Management Ordinance, City and Owner enter into this Agreement. This Agreement has been drafted and processed pursuant to the Development Agreement Statute, Enabling Resolution and the City's Police Powers.

C. The establishment of a family-oriented swim center is one of the City's priorities, has been contemplated for years, and is overwhelmingly supported by the Tracy community. Yet City funding for such an effort is lacking. Owner, a local developer with a long track record of award-winning development in the City, made a proposal to City whereby Owner would dedicate to City (at no cost to City) up to 21 acres of land, would conceptually design, would assist City with project oversight, and would fund \$20 million toward the construction of the kind of family-oriented Swim Center described in this Agreement for the Tracy community in return for being eligible for a set number of "**Residential Growth Allotments**" (also referred to in this Agreement as "**RGAs**"). This Owner proposal has secured remarkable community support. However, City Planning Commission ("**Planning Commission**") and Staff expressed



reservations regarding the overall number of RGAs being proposed. City Planning Commission and Staff understood that a reduction of RGAs would lead to a reduction of Owner land dedication and money contribution. City Staff recommended a reduced land dedication and a reduced money contribution. The Parties understood that the money contribution should be shared more evenly by the rest of the development community. Therefore, the Parties negotiated a 16-acre land dedication, and a more evenly spread money contribution. All of these Swim Center-related Owner commitments are specifically described in this Agreement and its exhibits and are collectively referred to in this Agreement as the "**Swim Center Commitment.**"

D. Prior to the execution of this Agreement by the Parties, Owner submitted applications to the City regarding the "**Ellis Specific Plan.**" The Ellis Specific Plan is situated on property within the earlier approved and much larger "**South Schulte Specific Plan.**" However, several years ago, City and Owner began discussing the possibility of a smaller, more mixed-use-oriented project than that envisioned in the larger South Schulte Specific Plan. The Parties began processing the Ellis Specific Plan under the City's then existing General Plan which would create a new set of planning and design guidelines for the Ellis project to ensure pedestrian-friendly neighborhood connectivity and overall enhanced community character. That approach envisioned an amendment to the then-existing General Plan as part of the Ellis Specific Plan approval process. Then, City began its update of the then-existing General Plan, and on July 20, 2006, City adopted a General Plan. That new General Plan was further amended as part of the City's approval of the Ellis Specific Plan and project. The updated and amended General Plan as of the adoption and execution of this Agreement is referred to in this Agreement as the "**General Plan.**" The General Plan takes the area originally encompassed by the South Schulte Specific Plan and separates it into several distinct planning areas referred to as "**Urban Reserves.**" Urban Reserves 9, 10 and 11, and parts of Urban Reserves 8 and 16 comprise the area originally encompassed by the original South Schulte Specific Plan.

E. The Ellis Specific Plan lies solely within the area designated as the Urban Reserve 10 planning area in the General Plan. The General Plan envisions that development within Urban Reserve 10 shall be done by Specific Plan, with a corresponding amendment to the General Plan as part of that Specific Plan approval process. Owner submitted applications to City regarding the Ellis Specific Plan (for example, the Ellis Specific Plan, corresponding General Plan Amendment and related zoning, and the Swim Center described in this Agreement – collectively included in any reference to the "Ellis Specific Plan") and Owner submitted an application to City for this Agreement. The General Plan Amendment, done in combination with the Ellis Specific Plan, re-designated the Ellis Specific Plan site into four (4) planning designations: Village Center, Commercial, Public Facilities, and Traditional Residential-Ellis (which includes parks). The Ellis Specific Plan also contains zoning-level regulations for the Ellis Specific Plan site, including regulations relating to the commercial uses (up to approximately 180,000 square feet), residential uses (up to 2,250 residential units of varying type and configuration) and related mixed uses, as well as the Swim Center. From a planning perspective, the goals and ideals of the Ellis Specific Plan exemplify excellence in land planning, architecture, landscape architecture, and urban design, and comply with the General Plan, including its Community Character and Land Use elements. The Ellis Specific Plan encompasses a unique community of a distinct character and type, with well-planned homes, small-scale businesses, major public amenities, including the Swim Center, and an integrated, multi-use village center that promotes businesses that are small, local, and neighborhood-serving.

The Swim Center is to be located adjacent to, and will be complementary with, the village center. The character of development within the Ellis Specific Plan evokes the wonderful historic neighborhoods of Tracy. Traditional planning techniques and architecture true to the local vernacular capture the essence of Tracy and create timeless neighborhoods that fit seamlessly into the City. All these planning goals and ideals have been considered and acted upon by City (in its sole and exclusive discretion) after a public process.

F. The City undertook environmental review of the potential direct and indirect environmental impacts of the Ellis Specific Plan and this Agreement pursuant to the California Environmental Quality Act and Guidelines promulgated there under (collectively, "CEQA") as follows:

(1) As a part of its General Plan efforts, and prior to adopting the General Plan, City undertook environmental review of the potential direct and indirect environmental impacts of the General Plan pursuant to CEQA, certified the Final Environmental Impact Report for the General Plan, State Clearinghouse #1992122069 ("**General Plan EIR**"), and adopted findings, mitigation measures and a statement of overriding considerations in connection therewith. As set forth in greater detail herein, this Agreement is consistent with the General Plan EIR.

(2) As a part of the original South Schulte Specific Plan efforts, City prepared and certified an EIR ("**South Schulte EIR**"). The South Schulte EIR was challenged in court and a settlement was arrived at ("**South Schulte EIR Settlement**") that required City to conduct additional studies and analysis. Initially, the City began to process a Supplemental EIR to address the South Schulte EIR Settlement. However, with the General Plan Update and its new approach to the area formerly known as the South Schulte Community Area, and with the City desire to conduct a thorough analysis of the new Urban Reserve 10, City decided to cause to be prepared an entirely new Environmental Impact Report.

(3) As part of its review of Owner's pending applications, City caused to be prepared an Environmental Impact Report ("**EIR**") analyzing both the Ellis Specific Plan (including the Swim Center) and this Agreement. An earlier version of this Agreement contained a program (sometimes referred to in the EIR as the Development Agreement Program or DAP) to allow up to 3,850 RGAs, building permits (and hence development), which 3,850 was comprised of the development with the Ellis Specific Plan (at a density within its allowed range of 1200 to 2,250) and development in other parts of the City beyond that development ultimately occurring within the Ellis Specific Plan. At the time of the preparation of the EIR, Owner proposed a \$20 million commitment of money and 21 acres of land toward the Swim Center in return for this Agreement allowing Owner the eligibility to apply for up to 3,850 of RGAs. Therefore, the Parties felt that this Agreement was potentially the first step toward other potential future projects (beyond the Ellis Specific Plan) that could become subject to this Agreement, and hence could become eligible to apply for all or a portion of the remaining RGAs allowed by this Agreement, and therefore the review of this Agreement should be included in the EIR. Therefore, the EIR studies the potential impacts of these potential future projects even though currently no specific development applications have been

submitted and therefore such potential future development (beyond the Ellis Specific Plan) arguably is too speculative at this point and beyond the abilities of the EIR. This is because no development nor physical impact different than the status quo can occur under this Agreement or the program it establishes. Only if, unless, and until full compliance with all controlling California law (including proper CEQA and Planning and Zoning Law compliance) has taken place, the City in reliance on that information (generated by such legal compliance) has taken an "action" (which action is within City's sole and exclusive discretion), and that action is a product of such legal compliance, can any development by Owner occur or an RGA be allocated by City under this Agreement. As a result, this Agreement is subject to the general rule that it can be seen with certainty that this Agreement alone cannot and will not lead to any adverse impact on the environment. See, CEQA Guidelines § 15061(b)(3). CEQA applies to a governmental action only if it is an essential step in a chain of events directly or indirectly leading to a change in the physical environment. *Kaufman & Broad-South Bay Inc. v. Morgan Hill Unified School Dist.*, 9 Cal.App.4th 464, 474 (1992); see also *Citizens to Enforce CEQA v. City of Rohnert Park*, 131 Cal.App.4th 1594 (2005); *Simi Valley Recreation & Park Dist. v. Local Agency Formation Com.*, 51 Cal.App.3d 648 (1975). Likewise, if and when City eventually considers all or any aspect of any other Owner proposed project, such consideration will be prefaced with review under CEQA and all other applicable laws. This Agreement expressly requires such subsequent environmental review and expressly prohibits the limitation of that review by this Agreement or any other agreement.

(4) Nonetheless, City decided to address under CEQA, as early as possible, the potential future projects that could become subject to this Agreement, even though currently no specific development proposals (beyond the Ellis Specific Plan approval) have been proposed by Owner. As a result of this City decision, the EIR was drafted to provide the environmental review and analysis for all of the following: (1) the Ellis Specific Plan (with the Swim Center) and its zoning ("**Ellis Approvals**") at the development level (sometimes referred to under controlling law as the project level, the level where enough specifics are known to be able to conduct such detailed analysis), and (2) the remaining potential development contemplated by this Agreement at the program-level. A program EIR is appropriate for this second component of analysis because this Agreement sets forth a program by which the future properties and projects will be subject to future development approvals and future public and environmental review. Program EIRs under CEQA are intended for such situations that, like this Agreement, set forth "rules, regulations, plans, or other general criteria to govern the conduct of a continuing program" (CEQA Guidelines § 15168(a)(3)), such as a future process for the consideration of project approvals.

(5) Ultimately, despite the thorough environmental review set forth in the EIR, the City decided to approve the Ellis Specific Plan project, but also decided to reduce the size of the "Development Agreement Program" or "DAP" (described in the EIR as the potential development beyond Ellis) than that originally proposed by Owner and analyzed in the EIR's "Project Description." Instead, City reduced that DAP to be one equal to the maximum density allowed on the Ellis Specific Plan property (2,250 residential units). Now, this Agreement contains a program to allow up to 2,250 RGAs

and building permits (and hence development), which 2,250 is comprised of the development with the Ellis Specific Plan (at a density within its allowed range of 1200 to 2,250) and development in other parts of the City beyond that development ultimately occurring within the Ellis Specific Plan. Likewise, the City revised the project to require Owner to provide \$10 million and 16 acres toward the Swim Center, rather than \$20 million and 21 acres, with any balance of funds needed expected to be provided by fees or other assessments imposed on other future development projects. The resulting overall development scenario, consequently, is the same as that studied by the EIR except for a reduction in the potential residential units from 3,850 to 2,250. This 1600 unit reduction in potential residential development means that the approved development scenario will produce qualitatively similar but proportionally lesser environmental impacts. Because CEQA authorizes, even encourages, the adoption of an alternative to a proposed project that will result in lesser environmental impacts, the City's environmental review was more than legally adequate. (Pub. Res. Code §§ 21002, 21002.1; CEQA Guidelines § 15002.)

(6) This Agreement does not impede, impair or otherwise seek to truncate or limit future CEQA review. Future CEQA review shall take place as required by applicable law.

G. As of the execution of this Agreement by the Parties, various land use regulations, entitlements, grants, permits and other approvals will have been adopted, issued, and/or granted by City relating to the Ellis Specific Plan, including, without limitation, all of the following:

- (1) EIR (City Council Resol. No. 2008-260)
- (2) Annexation Agreement (City Council Resol. No. 2008-262)
- (3) TR Ellis General Plan Amendment (City Council Resol. No. 2008-261)
- (4) Ellis Specific Plan (with Zoning) (City Ordinance No. 1130)
- (5) This Agreement (City Ordinance No. 1131)

The above-listed approvals are more particularly described in the EIR and the resolutions adopting those approvals.

H. Given the community character quality of the Ellis Specific Plan, its compliance with CEQA and applicable planning and zoning laws, and its approval by the City, and given Owner's significant land dedication, financial obligations and personnel commitment to the Swim Center (as set forth in this Agreement), the City wishes to allow Owner to be eligible to apply for and potentially receive up to 2,250 RGAs. Again, if, and only if, certain specified pre-requisites set forth in this Agreement are first satisfied, then may Owner record this Agreement against properties and become "eligible" to apply for the RGAs provided for in this Agreement. As to all property, as detailed in this Agreement, Owner must have a legal or equitable interest in such property before this Agreement can be recorded against such property. Further, under this Agreement, only after an application for development of such property by Owner is first properly and publicly processed and reviewed in compliance with all controlling planning and

environmental (CEQA) laws, the CEQA compliance work is certified and adopted by City, and then the development proposal and its needed permits and entitlements are adopted and approved by City (which City adoption and approval shall remain within the full and exclusive discretion of City and which adoption and approval is not mandated by this Agreement), will Owner be eligible to make application for RGAs under this Agreement. In other words, only upon acquisition of the requisite interest in a property and then the successful conclusion of this City-controlled and fully discretionary planning/environmental review process will Owner then be "eligible" to apply for a set number of RGAs, and those RGAs will only be used on such property and approved project. This opportunity to be "eligible" for such future RGAs if such compliance requirements are secured is enough of an additional value to Owner for Owner to agree to the full Swim Center Commitment; without such additional value, Owner could not agree to the level of land dedication and financial obligation contained in the Swim Center Commitment. Through the Approvals given for the Ellis Specific Plan, Owner may record this Agreement against that property within the Ellis Specific Plan (shown on *Exhibit A* to this Agreement).

I. City's issuance of RGAs under this Agreement complies with City's Growth Management Ordinance and the City's Growth Management Ordinance Guidelines (collectively, "**GMO**"), and the maximums they set for annual RGA and building permit issuance for development agreements (referred to in this Agreement as the "**GMO Maximums**" and further defined below in Section 1.07(c) of this Agreement).

J. The real property that is the immediate subject of this Agreement is that portion of the Ellis Specific Plan property that is depicted and legally described on *Exhibit A* to this Agreement (the "**Immediate Property**"). Owner has a legal and/or equitable interest in the Immediate Property. In addition, all of the Ellis Specific Plan property will be subject to this Agreement, and other properties may become eligible to record this Agreement and thereafter secure its relevant rights, responsibilities, burdens and benefits, if and only if the requirements of this Agreement and applicable law are first satisfied. The additional portions of the Ellis Specific Plan property (beyond the Immediate Property) and other potential properties are collectively referred to in this Agreement as an "**Other Property**" or "**Other Properties.**" Further, the Immediate Property and such Other Properties are collectively referred to in this Agreement as the "**Property.**"

K. It is in this unique setting - - a strong community desire to construct the Swim Center and Owner's willingness to provide such an extraordinary commitment in return for future eligibility to apply for RGAs - - that the Parties must draft this Agreement, ensuring that all of the requirements of controlling law are satisfied. This Agreement meets all of the requirements of law: it meets the contents requirements of the Development Agreement Statute and applicable law; it establishes a protocol for the processing of future approvals; and it establishes a process by which this Agreement can be recorded against future properties if and only if the requirements of law are satisfied. City and Owner are entering into this Agreement now in this fashion because of the unique community interest in the Swim Center and the benefits it will bring to Tracy and the unique opportunity the City presently has with the Owner's willingness to make substantial land dedication, design creation and financial contribution commitments to make the Swim Center a reality, while at the same time establishing a process and protocol that ensures that only after appropriate environmental and planning review will the City determine - -

in the City's sole and exclusive discretion - - whether future Owner projects (beyond the Ellis Specific Plan) should be approved.

L. The consideration by City of the Swim Center, its location, the offer by Owner and this Agreement has been underway for more than seven years. In 2001, a survey of the Tracy community and public workshops were held that identified the need for community aquatic facilities. In 2003, NTD Architects completed the Tracy Aquatic Center Feasibility Study. In July 2005, the City Council directed Tracy Tomorrow and Beyond to make recommendations for the Swim Center. In the summer of 2005, Tracy Tomorrow and Beyond conducted additional public workshops. In October of that year, the City Council received the recommendations of Tracy Tomorrow and Beyond. Also in October 2005, Owner proposed Ellis as a location to be considered for the Swim Center. Between October 2005 and January 2006, the City studied a number of possible sites for the Swim Center including the existing Tracy ballpark. In January 2006, the City Council selected the Ellis Specific Plan as the site for the Swim Center. In April 2006, the City Council authorized City Staff to begin negotiations with Owner for a Development Agreement with provisions for the granting of funds and land by Owner for a Swim Center. In August 2006, the City Council, Planning Commission, and Parks Commission approved the conceptual design for the Swim Center at Ellis. In May 2007, the City Council directed City Staff to prioritize this Agreement for Ellis and the Swim Center. In January 2008, a joint Planning Commission/City Council workshop was held to discuss this Agreement, the Ellis Specific Plan, and the Swim Center. Between April and December of 2008, the Planning Commission held a series of public meetings to discuss the EIR, the General Plan Amendment, the Ellis Specific Plan and this Agreement. The City Council and the Planning Commission provided direction and the public provided comment throughout this process.

M. For all of the reasons stated above, this Agreement is consistent with the General Plan and the Ellis Specific Plan. For example, as required by the General Plan, this Agreement envisions proper environmental analysis and a proper planning process in compliance with controlling law before any approval allowing development can take place. No approvals are granted through, nor guaranteed by, this Agreement, and this Agreement ensures that the City's future consideration and decision shall be in the sole and exclusive discretion of the City. (General Plan Goal LU-1 and Objective LU-1.1 (and its Policy P1); Objective LU-1.2 (and its Policy P3); Goal LU-6; and Goal LU-7.) Further, this Agreement requires that any distribution of RGAs under this Agreement comply with all applicable City regulations, including the General Plan (Objective LU-1.4, Policies P1-P5 and Action A1). This Agreement helps to bring to fruition the kind of family-oriented swim center envisioned by the General Plan (Objective OSC-4.1, Policies P3, P10, Action A3). In fact, the General Plan recognizes this Agreement as the potential vehicle by which the City and Owner could reach agreement relative to such a swim center in a manner that City could not otherwise require Owner to do, that Owner may receive RGAs only if and after all requirements of controlling law have been satisfied, and that such risk shall be placed on Owner alone. Finally, this Agreement is not contrary to nor contradictory of any General Plan text or diagrams.

N. On December 3rd, 2008, following duly noticed and conducted public hearings, the Planning Commission, the hearing body for purposes of the Development Agreement Statute, took appropriate action under CEQA, the Planning and Zoning Law, and the Tracy Municipal Code, and made recommendations regarding this Agreement to the City Council. On December

16th, 2008, following duly noticed and conducted public hearings, the City Council certified the EIR, took appropriate action under the Planning and Zoning Law, and introduced and conducted the first reading of Ordinance No. 1131, an ordinance approving this Agreement, and directing this Agreement's execution by City ("**Approving Ordinance**"). On January 6th, 2009, the City Council conducted the second reading and adopted the Approving Ordinance.

ARTICLE 1

APPLICABLE DEVELOPMENT TERMS

1.01 The Swim Center at Ellis.

(a) Owner hereby commits to provide ten million dollars (\$10,000,000.00) toward the design, construction, operation and maintenance of the Swim Center, with City being responsible for the facility program, and construction, operation and maintenance of the facility. Owner shall deposit into a segregated and interest-bearing City account the "**Owner Swim Center Contribution**," as further defined and described in the "**Swim Center Payment Protocol**" set forth in *Exhibit B* to this Agreement, within thirty (30) days of the "**Annexation Effective Date**" of the annexation of the Ellis Specific Plan area to City (defined below). Once so deposited, the Owner Swim Center Contribution shall be available for use by City, further defined and described in the Swim Center Payment Protocol set forth in *Exhibit B* to this Agreement. City and Owner shall develop the Swim Center pursuant to a public/private partnership. The detailed terms and conditions of that public/private partnership are set forth in *Exhibit B* to this Agreement.

(b) Owner shall make an offer of dedication to City of land not to exceed a total size of sixteen (16) acres (unless Owner in its sole and exclusive discretion determines to provide City with more than 16 acres) for the Swim Center ("**Swim Center Land Dedication**"), subject to the following:

(1) Within thirty (30) days of the Annexation Effective Date, Owner shall make an offer of dedication of the Swim Center Land Dedication to City, which Swim Center Land Dedication shall be of no cost to City. Owner's offer of the Swim Center Land Dedication shall take place in that location and configuration set forth in the Ellis Specific Plan. City shall have two (2) years from the Annexation Effective Date to accept the Swim Center Land Dedication ("**Two-Year Period**"). If City does not accept said Swim Center Land Dedication within the Two-Year Period, then one (1) day after the conclusion of the Two-Year Period, such Owner offer to City of the Swim Center Land Dedication shall be considered rejected by City, shall expire without any further action of the Parties, and thereafter, the land comprising the Swim Center Land Dedication shall be available for development by Owner pursuant to the Ellis Specific Plan. Additionally, at any time prior to said Two-Year Period, City may reject Owner's offer to City of the Swim Center Land Dedication, and upon such City rejection, the land comprising the Swim Center Land Dedication shall be available to Owner for development pursuant to the Ellis Specific Plan.

(2) The minimum on-site park requirements of the Ellis Specific Plan are addressed in Section 1.16 of this Agreement. The Swim Center shall be considered a City "community park," as that term is defined in the General Plan and other City laws. Upon City

acceptance of the Swim Center Land Dedication, Owner shall have satisfied its community or regional park(s) obligation, and shall not be required to pay any additional monies toward the Swim Center or any other community or regional park(s).

(c) City shall contribute toward the Swim Center that amount of money (plus interest earned) that City has already collected (and will continue to collect) from the Plan C FIP designated for an aquatic center ("**City Swim Center Contribution**"). The Owner Swim Center Contribution and the City Swim Center Contribution are collectively referred to in this Agreement as the "**Swim Center Funds**." Additionally, to the extent legally possible, City should establish and impose against new development a fee, charge, assessment or other financial obligation to be used toward the costs of the design, construction, operation and maintenance of the Swim Center ("**New Development Swim Center Contribution**"). Any and all New Development Swim Center Contributions collected by City should be added to the Swim Center Funds. The requirements of this subdivision (c) are further defined and described in the Swim Center Payment Protocol set forth in *Exhibit B* to this Agreement.

(d) Owner already has provided a design team to City, and Owner has already conducted an outreach program that led to the completion of the "**Conceptual Design**" of the Swim Center. The Conceptual Design provides the detail for the Swim Center project description provided by this Agreement.

(e) The Swim Center shall be named the "**Serpa Swim Center**." After acceptance of the Swim Center by the City, but prior to the opening of the Swim Center to the public, City shall allow Owner to use and occupy the Swim Center for one (1) day without charge. Owner shall provide adequate insurance coverage for such use and occupancy.

(f) The amenities included in the Conceptual Design for the Swim Center have been selected through a public outreach program, are subject to the constraints of the Swim Center budget and compliance with controlling law, and may include the following:

- (1) 50 Meter (approximately) Competition Pool
- (2) Recreation Pool (separate from Competition Pool)
- (3) Spray ground
- (4) Water Slide
- (5) Wet Play Structure
- (6) Lazy River
- (7) Flow Rider
- (8) Showers and Locker Rooms
- (9) Ticket Facilities

(10) Pool Equipment Room and Storage

(11) On Site Development (parking, ancillary structures, landscaping, etc.).

(g) If a funding shortfall should exist, the work for each phase of the Swim Center shall be prioritized for that particular phase at the time that City seeks bids for the particular phase. Work receiving a higher priority shall be completed first so as to ensure its completion. As a result, if work cannot be completed due to a budget shortfall, that work receiving a lower priority could potentially be deferred.

1.02 Other Processing.

(a) Nothing in this Agreement shall be construed to limit the authority or obligation of City to hold necessary public hearings, nor to limit the discretion of City or any of its officers or officials with regard to those "**Owner Approvals**" (defined below) that require the exercise of discretion by City, provided that such discretion shall be exercised consistent with the laws contained within the Applicable Law.

(b) At its approval and execution, this Agreement does not provide Owner with any right to develop or construct any project or to secure any Owner Approval; instead, it simply provides certain rights and responsibilities regarding approvals already given for the Ellis Specific Plan, provides certain vested rights to laws and approvals already in place, provides a protocol by which later Owner Approvals may be processed by Owner and later included into this Agreement - - if and only if such Owner Approvals are compliant with all controlling California law (including proper Planning and Zoning Law and CEQA compliance), have secured approval of the Parties, and are adopted/approved by the City (who shall retain all discretion in this regard) - - and provides the process by which this Agreement will be recorded against the property that Owner has the statutorily-required interest in. The public review process envisioned by this Agreement is ongoing, and following City's adoption of this Agreement, that public review process shall continue.

(c) City shall inform Owner, upon request, of the necessary submission requirements for a complete application for each Owner Approval. Owner Approval shall include, without limitation, an Owner petition to LAFCO seeking all LAFCO approvals relative to the annexation of Owner property to the City, and/or an Owner request to City that City adopt a resolution of application to LAFCO seeking all LAFCO approvals relative to the annexation of Owner property to the City, and/or all the actions contemplated in Section 1.11 of this Agreement. Provided Owner has paid all appropriate Processing Fees, City shall accept, process, review and act upon all applications for Owner Approvals pursuant to this Agreement and the Applicable Law it describes with "**Good Faith and Fair and Expeditious Dealing.**" Likewise, City shall commence, continue and diligently process any and all initial studies, assessments, EIRs and other relevant CEQA compliance documents regarding the Owner Approvals with Good Faith and Fair and Expeditious Dealing. For the purposes of this Agreement, "Good Faith and Fair and Expeditious Dealing" shall mean that that the Parties shall act toward each other and the tasks necessary or desirous to the processing contemplated by this Agreement pursuant to the Applicable Law and in a fair, diligent, best efforts, expeditious and reasonable manner

(except in those cases where a Party is given sole discretion under this Agreement), and that no Party or Parties shall take any action that will prohibit, impair or impede any other Party's or Parties' exercise or enjoyment of its rights and obligations secured through this Agreement.

(d) If Owner requests, City shall meet with Owner prior to Owner's submission of applications for Owner Approvals for the purpose of ensuring all requested information is understood by Owner so that Owner's applications, when submitted, will be accurate and complete. Upon submission by Owner of an application for an Owner Approval, together with appropriate Processing Fees, City shall process such application for Owner Approval with Good Faith and Fair and Expeditious Dealing. If City is unable to so process any such application, or upon request by Owner, City shall engage mutually acceptable outside consultants to aid in such processing. Owner shall be required to pay all of City's actual costs related to such outside consultants. Owner, in a timely manner, shall provide City with all documents, applications, plans and other information necessary for City to carry out its obligations hereunder, and Owner shall cause the Owner's planners, engineers and all other consultants to submit in a timely manner all required materials and documents. If City denies an application for an Owner Approval, City shall specify in detail the modifications, changes, or improvements that are required to obtain approval. City and Owner shall cooperate, with the goal being to obtain and issue Owner Approvals that are consistent with the modifications, changes, or improvements that are required by City. City shall with Good Faith and Fair and Expeditious Dealing consider any subsequently submitted Owner Approval that complies with the City-specified modifications.

1.03 Applicable Law.

(a) As used in this Agreement, "**Applicable Law**" shall exclusively mean all of the following:

(1) As relates to the development of any or all of the Property, the terms and conditions of this Agreement.

(2) The EIR, the General Plan Amendment, the Ellis Specific Plan and its zoning regulations, and all other land use regulations, entitlements, grants, permits, plans and other "**Owner Approvals**" that City has already or will in the future specifically approve, adopt, issue, and/or grant relative to Owner requests relating to the Property, provided such Owner Approvals are:

(A) Compliant with all controlling California law (e.g., Planning and Zoning Law, CEQA, etc.);

(B) Mutually agreed to by the Parties;

(C) Adopted by the City; and

(D) Take "**Legal Effect.**"

(3) As relates to the development of any or all of the Property, the City rules, regulations, ordinances, policies, standards, specifications, practices and standard

operating procedures of City (whether adopted by the City Council, the Planning Commission, the City staff or the voters of the City) in force and effect on December 1st, 2008 ("**Existing City Laws**"). The City has determined that the Specific Plan Ordinance adopted by City on November 18th, 2008 does not apply to the Property.

(4) As relates to the development of any or all of the Property, the City "**Processing Fees**" for land use approvals, including without limitation, fees for processing zoning, subdivision maps, building permits and other similar permits and entitlements which are charged for processing applications and which are in force and effect on a Citywide basis at the time the application for the Owner Approval is presented to the City.

(5) As relates to the development of any or all of the Property, the California Building Code (as modified by City), and those other State-adopted construction, fire and other codes, including "Green Codes" (as all may be modified by City) applicable to improvements, structures and development, and the applicable version or revision of said codes by local City action (collectively referred to as "**Construction Codes**") in place at that time (date) that building plans subject to such Construction Codes are submitted by Owner to City for an Owner Approval, provided that such Construction Codes have been adopted by City and are in effect on a Citywide basis.

(6) As relates to the development of any or all of the Property, the "**Mandated New City Law(s)**," pursuant to Section 1.05(e) of this Agreement.

(7) As relates to the development of any or all of the Property, the "**New City Law(s)**" that Owner elects to be subject to pursuant to Section 1.05(d).

(8) As relates to the development of any or all of the property contained in a Plan Approval outside the Ellis Specific Plan, those "affordable housing" laws in place at the time of application completion for such Plan Approval.

(b) This Agreement complies with laws regarding Development Agreement Statute (including without limitation section 65865.2), which requires this Agreement to specify the duration (Term) of the Agreement, the permitted uses of the Property, the density or intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes. The duration of this Agreement is set forth in Section 1.06 of this Agreement, and this Agreement sets forth provisions for the permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, and the dedication of land for public purposes in the Applicable Law provisions of this Agreement. For example, the Ellis Specific Plan is part of the Applicable Law for the Ellis Specific Plan property, and the Ellis Specific Plan sets forth the permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, and the dedication of land for public purposes for that Ellis Specific Plan property. Likewise, as to Other Properties beyond the Ellis Specific Plan property that this Agreement may apply to in the future, upon the recordation of this Agreement against such Property, the Applicable Law will apply, which Applicable Law uses the General Plan and City Laws applicable to such Property, all of which set forth the permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, and the dedication of land for public purposes. Further, such General Plan and City

Laws require the processing and City approval of Owner Approvals before any development can take place, which Owner Approvals will likewise set forth the permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, and the dedication of land for public purposes. Finally, under this Agreement's own terms and conditions, Owner is not eligible to make application for nor receive an RGA (needed before any residential development can take place in City) unless and until a "**Plan Approval**" (defined in Section 1.07(b) of this Agreement) has first been processed and approved by City pursuant to this Agreement. Under this Agreement, such Plan Approval must set forth the permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, and the dedication of land for public purposes. Like the Ellis Specific Plan, that Plan Approval will become part of the Applicable Law provisions of this Agreement. In other words, at no time upon the recordation of this Agreement against a Property (which recordation cannot take place until the requirements of this Agreement and controlling law have been satisfied regarding the recordation of this Agreement against such Property) will there not be applicable, known and understood permitted uses, the density and intensity of those uses, the maximum height and size of proposed buildings, and the dedication of land for public purposes relative to such Property.

(c) The Parties acknowledge that the Ellis Approvals and other Owner Approvals likely will be processed in stages and therefore one or more Ellis Approvals and/or Owner Approvals may take Legal Effect before other Ellis Approvals and/or Owner Approvals.

(d) In the event of any conflict between any of subparts (1), (2), (3), (4), (5), (6) and/or (7) of subdivision (a) of this Section 1.03 (above), the hierarchical order of authority shall be subpart (1) first, then subpart (2), then subpart (3), then subpart (4), then subpart (5), then subpart (6), then subpart (7), then subpart (8).

1.04 Vested Right to Applicable Law.

(a) By this Agreement, the Property against which this Agreement is recorded (such recordation not allowed until the requirements of this Agreement and applicable law have been satisfied) shall have a vested right to the Applicable Law.

(b) During the Term of this Agreement, any development of the Property (Immediate Property and/or Other Property) and any discretion exercised by City on an Owner Approval shall occur pursuant to only the law that comprises the Applicable Law. During the Term of this Agreement, City regulation of the development of the Property (Immediate Property and/or Other Property) shall occur pursuant to only the Applicable Law.

1.05 New City Law(s).

(a) Any City ordinance, resolution, minute order, rule, motion, policy, standard, specification, or a practice adopted or enacted by City, its staff or its electorate (through their powers of initiative, referendum, recall or otherwise) that is not part of the Applicable and that takes effect on or after December 2nd, 2008 is hereby referred to as a "**New City Law(s).**" The Parties recognize that City is currently updating its GMO Guidelines and that the provisions set forth in this Agreement will be incorporated into the GMO Guidelines. Except as otherwise provided in this Agreement, a New City Law shall be deemed to be in conflict with

this Agreement or the Applicable Law or to reduce the development rights provided hereby if the application to the Property would accomplish any of the following results, either by specific reference to the Property or as part of a general enactment which affects or applies to the Property:

(1) Change any land use designation or permitted use of the Property allowed by the Applicable Law or limit or reduce the density or intensity of the Property or any part thereof, or otherwise require any reduction in the total number of residential dwelling units, square footage, floor area ratio, height of buildings, or number of proposed non-residential buildings, or other improvements;

(2) Limit or control the availability of public utilities, services, or facilities otherwise allowed by the Applicable Law;

(3) Limit or control the rate, timing, phasing or sequencing of the approval, development, or construction of all or any part of the Property and/or Owner Approvals in any manner, or take any action or refrain from taking any action that results in Owner's having to substantially delay construction on the Property or require the acquisition of additional permits or approvals by the City other than those required by the Applicable Law;

(4) Limit or control the location of buildings, structures, grading, or other improvements of the Property in a manner that is inconsistent with or more restrictive than the limitations in the Ellis Approvals and Applicable Law;

(5) Limit the processing of Owner Approvals.

(b) City shall not apply any New City Law(s) to the Property that is in conflict with this Agreement or that is excessive under controlling law (collectively, "in conflict with" or "inconsistent with"). If City believes that it has the right under this Agreement to impose/apply a New City Law on the Property/project, it shall send written notice to Owner of that City position ("**Notice of New Law(s)**"). Upon receipt of the Notice of New City Law, if Owner believes that such New City Law is in conflict with this Agreement, Owner may send written notice to City within thirty (30) days of Owner's receipt of City's Notice of New Law ("**Objection to New City Law(s)**"). Owner's notice to City of its Objection to New City Law(s) shall set forth the factual and legal reasons why Owner believes City cannot apply the New City Law(s) to the Property. City shall respond to Owner's Objection to New City Law(s) ("**City Response**") within thirty (30) days of receipt of said Owner Objection to New City Law(s). Thereafter, the Parties shall meet and confer within thirty (30) days of the date of Owner's receipt of the City Response and shall continue to meet over the next sixty (60) days ("**Meet and Confer Period**") with the objective of arriving at a mutually acceptable solution to this disagreement. The New City Law(s) shall not be applied to the Property until the dispute over the applicability of the New City Law(s) is resolved. Within fifteen (15) days of the conclusion of the Meet and Confer Period, City shall make its determination, and shall send written notice to Owner of that City determination. If City determines to impose/apply the New City Law(s) to the Property in question, then Owner shall have a period of ninety (90) days from the date of receipt of such City determination within which to file legal action challenging such City action. In other words, a 90-day statute of limitations regarding Owner's right to judicial review of the New City Law(s)

shall commence upon the conclusion of the Meet and Confer Period. If upon conclusion of judicial review of the New City Law(s) (at the highest judicial level sought and granted), the reviewing court determines that Owner is not subject to the New City Law(s), such New City Law(s) shall cease to be a part of the Applicable Law, and City shall return Owner to the position Owner was in prior to City's application of such New City Law(s) (e.g., City return fees, return dedications, etc.).

(c) The above-described procedure shall not be construed to interfere with City's right to adopt or apply any New City Law(s) with regard to all other areas of City (excluding the Property and Owner Approvals).

(d) Owner, in its sole and absolute discretion, may elect to be subject to a New City Law(s) that is/are not otherwise a part of the Applicable Law. In the event Owner so elects, Owner shall provide notice to City of that election and thereafter such New City Law(s) shall be part of the Applicable Law.

(e) City shall not be precluded from applying any New City Law(s) to the extent that such New City Law(s) are specifically mandated to be applied to developments such as the development of the Property by changes in State or Federal laws or regulations (and implemented through the Federal, State, regional and/or local level) ("**Mandated New City Law(s)**"). In the event such Mandated New City Law(s) prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by City for the Property, this Agreement shall be modified, extended or suspended as may be necessary to comply with such Mandated New City Law(s). Immediately after enactment of any such Mandated New City Law(s) that will materially affect the terms and conditions of this Agreement, the Parties shall meet and confer in good faith (pursuant to subdivision (e) above) to determine the feasibility of any such modification, extension or suspension based on the effect such modification, extension or suspension would have on the purposes and intent of this Agreement. In the event that an administrative challenge and/or legal challenge (as appropriate) to such Mandated New City Law(s) preventing compliance with this Agreement is brought and is successful in having such Mandated New City Law(s) determined to not apply to this Agreement, this Agreement shall remain unmodified and in full force and effect. To the extent that any such Mandated New City Law(s) (or actions of regional and local agencies, including City, required by such Mandated New City Law(s) or actions of City taken in good faith in order to prevent adverse impacts upon City because of such Mandated New City Law(s)) have the effect of preventing, delaying or modifying Owner's ability to use or develop the Property or any portion thereof, in a material fashion, then Owner shall have the option to terminate (unilaterally) this Agreement.

1.06 Term.

(a) The term of this Agreement shall commence thirty (30) days after the adoption of the Approving Ordinance ("**Agreement Effective Date**"), and shall continue twenty five (25) years plus one day ("**Term**"), unless said Term is otherwise terminated, modified or extended as provided in this Agreement or any amendment thereto.

(b) If any administrative, legal and/or equitable action and/or other proceeding instituted by any person, entity or organization (that is not a Party to this Agreement) challenging the validity of this Agreement, the Ellis Specific Plan project, the Ellis Approvals, the Owner Approvals and their respective projects, or the sufficiency of any environmental review under CEQA ("**Third Party Challenge**") is filed, then the Term of this Agreement shall be tolled for the period of time from the date of the filing of such Third Party Challenge until the conclusion of such litigation by dismissal or entry of a final judgment, provided such tolling period does not exceed five (5) years. The filing of any such Third Party Challenge(s) against City and/or Owner shall not delay or stop the development, processing or construction of the Ellis Specific Plan or other approval or issuance of any Owner Approvals, unless enjoined or otherwise controlled by a court of competent jurisdiction. The Parties shall not stipulate to the issuance of any such order unless mutually agreed to.

(c) Notwithstanding any other part of this Section 1.06, as it relates to a residential unit, this Agreement shall terminate and be of no further force and effect for each individual residential unit on the Property on that date a "**Certificate of Occupancy**" is issued by City for such residential unit.

(d) Pursuant to Government Code section 66452.6(a) (or its successor section in substantially the same form) and this Agreement, and subject to subdivision (f) of this Section 1.06, the term of any tentative map, vesting tentative map, parcel map, vesting parcel map or final map, or any re-subdivision or any amendment to any such map (collectively referred to as "**Subdivision Document**") relating to the Property shall automatically be extended to and until the later of the following: (1) the end of the term of this Agreement; or (2) the end of the term or life of any such Subdivision Document otherwise given pursuant to the Subdivision Map Act or local regulation not in conflict with the Subdivision Map Act. Any improvement agreement entered into pursuant to the Subdivision Map Act or other State or local regulation shall have a term no shorter than 365 days from execution of the improvement agreement and no longer than that term decided by City.

(e) If this Agreement terminates for any reason prior to the expiration of vested rights otherwise given under the Subdivision Map Act to any vesting tentative map, vesting parcel map, vesting final map or any other type of vesting map on the Property (or any portion of the Property) (collectively, "**Vesting Map**"), such termination of this Agreement shall not affect Owner's right to proceed with development under such Vesting Map in accordance with the ordinances, policies and standards so vested under the Vesting Map. Notwithstanding the foregoing or any other provision of this Agreement or the Applicable Law it describes, no Vesting Map shall extend the Applicable Law beyond the stated Term of this Agreement (and the rules, regulations and official policies of City applicable to that portion of the Property covered by such Vesting Map shall become those in effect as of the expiration of such Term), except as otherwise agreed to by City and Owner; provided, however, that City and Owner may agree to an extension of the Term of this Agreement with respect to the area covered by any such Vesting Map.

(f) The term of any Owner Approvals, including without limitation, all development plans, development permits, or other permit, grant, agreement, approval or entitlement for the general development of all or any part of their respective projects and

properties, shall automatically be extended to and until the later of the following: (1) the end of the Term of this Agreement; or (2) the end of the term or life of the Owner Approval otherwise given pursuant to controlling law.

1.07 RGAs.

(a) No RGAs shall be allocated to any Property against which this Agreement is recorded except as provided by this Agreement. If this Agreement is recorded against Other Properties, such Other Properties shall be limited to receipt of RGAs from City pursuant to this Agreement only, and the collective totals of RGAs that can be allocated by City to such Other Properties shall not exceed the RGA totals set forth in this Agreement.

(b) No portion of the Property shall receive any RGAs under this Agreement unless and until any such portion of the Property has first secured City approval of its legislative development approval such as a Specific Plan (Government Code section 65450 *et seq.*), or, in the case where no Specific Plan is required by City, has secured City approval of a legislative approval that provides the detail similar to that otherwise required by the City's new "Traditional Residential" General Plan Land Use Designation (both situations collectively referred to in this Agreement as "**Plan Approval**"), and where such portion of the Property has had this Agreement recorded against it. No such Plan Approval shall be granted by City until complete and legally compliant environmental review and planning process pursuant to controlling law has taken place, and City approval and adoption of the Plan Approval, in City's sole and exclusive discretion, has taken place. Further, such Plan Approval shall set forth the permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, and the dedication of land for public purposes. In other words, a legally compliant and City-approved and adopted Plan Approval on a portion of the Property (which Plan Approval must set forth the contents requirements of the Development Agreement Statute (*i.e.*, setting forth the permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, and the dedication of land for public purposes)) is a prerequisite to such Property being eligible to receive any RGAs under this Agreement.

(c) The GMO sets maximums regarding City's issuance of RGAs and building permits. The maximums contained in the GMO relative to City's issuance of RGAs and building permits on an annual basis are referred to in this Agreement as the "**GMO Maximums**." This Agreement conforms to the applicable GMO and its GMO Maximums, and this Agreement only invokes this Agreement's requirements regarding a Plan Approval's eligibility to apply for RGAs if compliance with all other aspects of controlling law has been secured, including without limitation, full CEQA and planning/zoning law compliance, and City's sole and exclusive discretion has been exercised and the Plan Approval has been adopted by City. This Section therefore sets forth the process, terms and conditions relative to a Plan Approval's eligibility to apply for (and applications relating to) RGAs and building permit issuance.

(d) In no event shall the sum total of Owner's Plan Approvals be eligible for more than 2,250 RGAs over the Term of this Agreement ("**Overall RGA Maximum**"). Further, in no event shall any or all of the Plan Approvals be eligible for more than the specific number of RGAs allocated by this Agreement on a yearly basis ("**Annual RGA Eligibility**"). These two numeric limitations, taken together with this Agreement's requirement that no RGA be issued

until at a minimum, a legally compliant Plan Approval is adopted, and this Agreement's requirement that such RGA will only take place during the Term of this Agreement, means that the Properties against which this Agreement is recorded might never secure (reach) the Overall RGA Maximum under this Agreement. For, example, if Plan Approvals amounting to 2,250 units are not secured by Properties during the Term of this Agreement, and/or once Plan Approval has been secured there is not enough time remaining under the Term of this Agreement to allow City to allocate the remaining RGAs to the Plan Approval under the then-applicable Annual RGA Eligibility, then the Properties will not receive the 2,250 Overall RGA Maximum under this Agreement. Despite this possibility, Owner shall nonetheless be obligated to perform the Swim Center Commitment set forth in this Agreement.

(e) Owner shall make application to City for RGAs ("**RGA Application(s)**") pursuant to the RGA Application attached hereto as *Exhibit C* to this Agreement and subject to the following terms and conditions:

(1) RGA Applications may be submitted by Owner to City during the following time periods:

(A) Anytime during normal business days and hours of City before, up to, and including the first (1st) Friday in January of any calendar year ("**January Cycle**") in which Owner meets the requirements for eligibility for RGAs established by this Agreement; and

(B) If Owner has not applied to City for all of Owner's then-applicable (for that calendar year) Annual RGA Eligibility by the close of the January Cycle of that calendar year, then, anytime during normal business days and hours of City after the January Cycle closes and before, up to, and including the first (1st) Friday in July of that same calendar year ("**July Cycle**") Owner may apply to City for the remainder of Owner's then-applicable (for that calendar year) Annual RGA Eligibility. For example, if in a particular calendar year Owner had an Annual RGA Eligibility under this Agreement of 125 RGAs, and Owner only sought 75 of those RGAs during the January Cycle of that calendar year, then Owner may apply to City during the July Cycle of that same calendar year for the remaining 50 RGAs of the Annual RGA Eligibility.

(2) Owner shall provide a separate RGA Application for each Plan Approval for which Owner seeks RGAs that calendar year. The total RGAs sought by Owner in any calendar year shall not exceed the total Annual RGA Eligibility for that calendar year set by this Agreement.

(3) Owner RGA Application(s) to City shall provide City with the information requested in the RGA Application form attached hereto as *Exhibit C* to this Agreement.

(4) After an RGA Application is submitted by Owner to City, the RGA Application may be amended by Owner if the amended RGA Application complies with all requirements of this Section 1.07, and is clearly labeled as an amendment.

(5) City shall respond to any and all RGA Application(s) submitted by Owner within sixty (60) days of the date of the close of the application period for the relevant cycle (January Cycle or July Cycle) of that same calendar year.

(f) The schedule below uses the terminology "first year," "second year," and so forth; those phrases are meant to mean that the "first year" is 2009. However, if a Plan Approval builds completely out and therefore secures all of the RGAs it can use for that Plan Approval, RGA allocation will stop until another Plan Approval is secured. That next Plan Approval may take years to secure. Therefore, the then-applicable next year allocation on the schedule would not take place until the year that the Plan Approval would be eligible to apply for RGAs. Or, comparatively, more than one Plan Approval might exist at any time, and yet the combination of Plan Approvals could never secure more than the applicable total Annual RGA Eligibility, nor could the combination of Plan Approvals ever exceed the Overall RGA Maximum. Therefore, subject to all of the requirements of this Agreement, including without limitation the other subdivisions of this Section 1.07, the schedule regarding the Annual RGA Eligibility shall be as follows:

(1) In the first year, City shall allocate any and all remaining RGAs then available, up to a maximum of 125 RGAs.

(2) In the second year, City shall allocate any and all RGAs then available, up to a maximum of 125 RGAs.

(3) In the third year, City shall allocate any and all RGAs then available, up to a maximum of 125 RGAs.

(4) In the fourth year, City shall allocate any and all RGAs then available up to a maximum of 125 RGAs.

(5) In the fifth year, City shall allocate any and all RGAs then available, up to a maximum of 175 RGAs.

(6) In the sixth year, City shall allocate any and all RGAs then available, up to a maximum of 175 RGAs.

(7) In the seventh year, City shall allocate any and all RGAs then available, up to a maximum of 175 RGAs.

(8) In the eighth year, City shall allocate any and all RGAs then available, up to a maximum of 175 RGAs.

(9) In the ninth year, City shall allocate any and all RGAs then available, up to a maximum of 175 RGAs.

(10) In the tenth year, City shall allocate any and all RGAs then available, up to a maximum of 225 RGAs.

(11) In the eleventh year, and for each calendar year thereafter, until such time as Owner has used the entirety of the Overall RGA Maximum, or such time as the Term of this Agreement has lapsed, whichever occurs first, City shall allocate any and all RGAs then available, up to a maximum of 225 RGAs.

(12) In conjunction with each allocation cycle, City shall determine the number of RGAs that City has allocated to Owner as of that date, and therefore the number of RGAs remaining under the Overall RGA Maximum.

(g) Section 1.14(a)(1) of this Agreement requires that City shall make available enough capacity from the existing wastewater treatment plant sufficient to provide the Ellis Specific Plan area development (and only the Ellis Specific Plan area development) with adequate wastewater treatment capacity for five hundred (500) residential units (Section 1.14(a)(1) refers to this as the "Ellis Initial Capacity"). Pursuant to this Section 1.07, the first year, the second year, the third year and the fourth year of Annual RGA Eligibility allocations (as those terms are set forth and defined in this Section 1.07), totaling 500 RGAs, shall only be allocated to, and only used within, the Ellis Specific Plan.

(h) Except as provided in Section 1.07(g) above (*i.e.*, the first 500 RGAs issued by City must go to the Ellis Specific Plan Approval), Owner may use any RGAs allocated under the Annual RGA Eligibility on any portion of the Owner's Property (Immediate Property or Other Properties) upon which Owner has secured a Plan Approval; Owner may not use any RGAs allocated under the Annual RGA Eligibility on any portion of the Owner's Property upon which a Plan Approval does not yet exist. If, when Owner makes an RGA Application for RGAs under the Annual RGA Eligibility, the subject Plan Approval (and related project) for which such RGA Application is made has remaining residential units of a number less than that year's applicable Annual RGA Eligibility, then Owner's RGA Application shall not request RGAs (under the Annual RGA Eligibility) in excess of such remaining residential units. If RGAs have already been allocated by City to a Plan Approval under the Annual RGA Eligibility but such allocated RGAs are not needed or wanted by Owner for that Plan Approval, such un-needed RGAs shall be returned by Owner to City and such returned RGAs shall not be counted toward the Overall RGA Maximum, and may be re-issued by City to any other Owner Plan Approval. Upon such re-issue of RGAs by City to another Plan Approval, such re-issued RGAs shall be counted toward the Overall RGA Maximum. Further, once RGAs have been allocated to a Plan Approval under the Annual RGA Eligibility but are not needed or wanted for that Plan Approval and are therefore returned by Owner to City pursuant to the text above, if no other Plan Approval then currently exists, then such returned RGAs shall not be transferable by Owner to another developer or project that does not qualify under this Agreement (again, such returned RGAs shall not be counted by City against the Overall RGA Maximum and shall be available for future City allocation to Owner consistent with this Section above). Further, if before allocation of RGAs to a Plan Approval (at least ten (10) days prior to the application deadline for second cycle (July), Owner notifies City (in writing) of Owner's willingness (such Owner willingness being Owner's sole and exclusive discretion) to receive less than the full Annual RGA Eligibility that Owner otherwise has a right to receive from City under this Agreement ("**Un-Allocated RGAs**"), City shall have the right to use the Un-Allocated RGAs as City sees fit, including without limitation issuing the Un-Allocated RGAs to other (non-Owner) projects, pursuant to City's sole and

exclusive discretion. Such Un-Allocated RGAs shall not be counted toward the Overall RGA Maximum.

(i) RGAs allocated under the Annual RGA Eligibility shall not expire during the Term of this Agreement. If all or any part of the RGAs allocated to Owner are not used by Owner in any one calendar year, said unused RGAs shall be available for use by Owner in any subsequent years remaining within the Term.

1.08 Building Permits.

(a) Property against which this Agreement is recorded shall receive Building Permits only as provided by this Agreement (and any Memorandum of Assignment applicable to such Property).

(b) Owner shall notify City of the calendar year in which Owner will be ready to commence construction of the development(s) approved in a Plan Approval(s).

(c) Upon confirmation by City that Owner is in fact ready to start such construction, then commencing on January 1st of said calendar year designated by Owner, the following shall apply:

(1) For a Property that has secured Plan Approval and is qualified to receive RGAs under this Agreement, City shall reserve building permits for that Property for that calendar year in the same number and amount as the number and amount of RGAs that Owner has an eligibility right to receive in that same calendar year under this Agreement (*i.e.*, the Annual RGA Eligibility) ("**Reserved Building Permits**"). Owner alone shall distribute such Reserved Building Permits among the applicable Plan Approvals as Owner determines in its sole and exclusive discretion (taking into consideration applicable Memorandums of Assignment). So, for example, if, under the applicable Annual RGA Eligibility, Owner had Property or Properties that had a right to receive 125 RGAs that calendar year, then City would reserve 125 building permits for Owner in that same calendar year, and Owner would then distribute such Reserved Building Permits among the applicable Plan Approvals as Owner determines in its sole and exclusive discretion (taking into consideration applicable Memorandums of Assignment).

(2) Notwithstanding (1) above, in any calendar year in which the Property would receive fewer than 125 building permits that calendar year from City (because fewer than 125 building permits are available), City shall nonetheless reserve 125 building permits for Owner, unless such 125 building permits are not available under the GMO Maximums, in which case City shall reserve for Owner all building permits (fewer than 125) then available under the GMO Maximums.

(3) Notwithstanding any of the foregoing, if at any time, but not less than ten (10) days prior to August 31st, Owner notifies City's Chief Building Official of Owner's decision (in Owner's sole and exclusive discretion) to receive fewer than the building permits that Owner otherwise has a right to receive from City under this Agreement ("**Un-Issued Building Permits**"), City shall have the right to use the Un-Issued Building Permits as City sees fit, including without limitation issuing the Un-Issued Building Permits to other (non-Owner)

projects, pursuant to City's sole and exclusive discretion. Such Un-Issued Building Permits shall not be counted as issued to Owner that year.

(4) In addition to the building permits reserved by this Section, Owner may seek building permits from City on a first come, first served basis.

(5) Owner shall make application to City for all or any part of such Reserved Building Permits by end of business on September 30th of each calendar year; Owner shall lose its rights to those Reserved Building Permits that Owner has not made application to City for by end of business on September 30th of such calendar year. On October 1st of each calendar year such Reserved Building Permits to which Owner has lost its rights shall revert back to City for issuance by City in City's sole and exclusive discretion. Such unclaimed Building Permits shall not be counted as issued to Owner that year.

(6) Notwithstanding any other provision of this Agreement to the contrary, all building permits sought by Owner and issued by City through the calendar year 2013 under this Agreement shall exclusively be issued to, and only used within, the Ellis Specific Plan area. However, upon a request by Owner, the City Council of City may consider a request to waive all or any portion of the foregoing requirement. The City Council's decision regarding such request shall be in the sole and exclusive discretion of the City Council; Owner hereby waives any right to challenge judicially any such City Council decision on such Owner request.

1.09 Significant Actions by Third Parties.

(a) Owner shall be responsible for the acquisition of permits, approvals, easements and services required to serve the Property and Plan Approval from all non-City providers of utilities at Owner's cost. Owner shall also be responsible for coordinating with any non-City providers of utilities to ensure the proper installation and construction of non-City utilities in accordance with the Applicable Law. The provision of all such services shall be subject to City approval, which City approval shall be subject to Good Faith and Fair and Expeditious Dealing.

(b) At Owner's sole discretion and in accordance with Owner's construction schedule, Owner shall apply for such other permits and approvals as may be required by other private and public and quasi-public entities in connection with the development of, or the provision of services to, the Property. City shall cooperate with Owner in Good Faith and Fair and Expeditious Dealing, at no cost to City, in Owner's efforts to obtain such permits and approvals and City shall, from time to time (at the request of Owner), use its Good Faith and Fair and Expeditious Dealing to enter into binding agreements with any such other entity as may be necessary to ensure the timely availability of such permits and approvals to Owner, provided such permits and approvals are mutually determined by City and Owner to be reasonably necessary or desirable and are consistent with Applicable Law. In the event that any such permit or approval as set forth above is not obtained within three (3) months from the date application is deemed complete by the appropriate entity, and such circumstance materially deprives Owner of the ability to proceed with development of the Property or any portion thereof, or materially deprives City of a bargained-for public benefit of this Agreement, then, in such case, and at the

election of Owner, Owner and City shall meet and confer with the objective of attempting to mutually agree on alternatives, Owner Approvals, and/or an amendment to this Agreement to allow the development of the Property to proceed with each Party substantially realizing its bargained-for benefit there from.

(c) City and Owner acknowledge and agree that City may from time to time enter into (with Good Faith and Fair and Expeditious Dealing) joint exercise of power agreements or memoranda of understanding with other governmental agencies consistent with and to further the purposes of this Agreement.

1.10 Amendment of this Agreement; Inclusion of Owner Approvals into this Agreement.

(a) This Agreement may be amended from time to time in accordance with California Government Code section 65868 and the Enabling Resolution, and upon the mutual written consent of City and Owner, with City costs payable by the Owner. Owner may seek City interpretation regarding one or more of the terms and conditions of this Agreement to determine whether or not an amendment is needed.

(b) This Agreement anticipates and provides the process and rules governing subsequent Owner Approvals (including without limitation Plan Approvals). No amendment of this Agreement shall be required in connection with City processing and/or approval of any such Owner Approval for the Property. Any such Owner Approval that is approved by City and becomes part of the Applicable Law pursuant to the requirements of this Agreement shall be vested into by Owner and City, and shall become a part of this Agreement as if set forth herein in full. City shall not process or approve any Owner Approval unless Owner requests such process and approval.

1.11 Annexation.

(a) As to the Property or any portion thereof, the following shall apply:

(1) From time to time, during the Term of this Agreement, certain portions of the Property may be outside City's current corporate boundary. Such portions are collectively referred to in the singular as an "**Annexation Property.**"

(2) Within ninety (90) days after a Plan Approval for an Annexation Property, or as soon thereafter as a "**Plan for the Provision of Services**" (as that phrase is defined by the law controlling the San Joaquin County Local Agency Formation Commission ("**LAFCO**")) and all other materials required by controlling law and/or requested by LAFCO can be prepared and completed relating to such Annexation Property, City shall consider a "**Resolution of Application**" to LAFCO requesting annexation of such Annexation Property, and all other relevant property determined by City in its sole and exclusive discretion to be appropriate. City shall submit each such Resolution of Application, Plan for the Provision of Services and other material required by controlling law and/or requested by LAFCO. City may process any such annexation of Annexation Property concurrently with other Owner Approvals.

(3) City shall use Good Faith and Fair and Expeditious Dealing to cause the completion of such annexation of Annexation Property subject to all applicable requirements of law. If such annexation of Annexation Property cannot be accomplished without conditions that are unacceptable to Owner then, at Owner's request, City shall terminate or request termination of the proceedings, as appropriate, with respect to the Annexation Property.

(4) Owner shall pay City's reasonable costs relating to all City actions taken pursuant to this Section 1.11, including reasonable consultant costs, and including such LAFCO fees, costs and charges relating to such annexation(s) that LAFCO charges to City.

(5) If City's first Resolution of Application to LAFCO requesting annexation of an Annexation Property is denied by LAFCO, then the Parties shall continue to work together to secure such annexation in such a manner as they may mutually agree, including annexing only portions of the Annexation Property at different times until such time as all of the Annexation Property is annexed to City. To the extent that the law requires a date to be set forth within this Agreement by which annexation of Annexation Property must be accomplished, that date shall be two (2) days prior to the termination of the Term of this Agreement.

(b) Owner shall be responsible for the City's processing costs regarding actions taken by City pursuant to this Section 1.11.

1.12 Memorandum of Assignment / Operative.

(a) Provided all of the requirements of this Section and this Agreement have been met, the Property to which this Agreement may be recorded in the future shall include all of the property within the City's then-existing Sphere of Influence. Property against which this Agreement is recorded shall receive RGAs and Building Permits only as provided by this Agreement and the below-described "**Memorandum of Assignment**".

(b) As to any Property, this Agreement may only be recorded against such Property at such time and date as all of the following have occurred:

(1) The Property is known and its legal description prepared ("**Subject Property**").

(2) Owner has acquired a legal or equitable interest in such Subject Property;

(3) Such Subject Property is included within the City's Sphere of Influence; and

(4) The City Council has determined that such Subject Property has satisfied the requirements of subdivisions (1), (2) and (3) above and has authorized its designated agent to sign the "**City Authorization to Record Development Agreement**" set forth in *Exhibit D* of this Agreement. Owner shall record the City Authorization to Record Development Agreement with the Memorandum of Assignment substantially in the form set forth in *Exhibit E* to this Agreement against such Subject Property. The recorded Memorandum of Assignment shall grant to the Subject Property all rights, responsibilities, benefits and burdens of this

Agreement except as this Agreement relates to the Overall RGA Maximum and the Annual RGA Eligibility. As to the Overall RGA Maximum and the Annual RGA Eligibility, the Memorandum of Assignment shall designate the maximum amount of RGAs otherwise available under this Agreement that are being allocated to such Subject Property. Such Subject Property shall not be allowed to use or have any claim under this Agreement to the Overall RGA Maximum or Annual RGA Eligibility in excess of such expressed maximum amounts in such Memorandum of Assignment. Such Memorandum of Assignment may be amended and then re-recorded to reflect any new allocation amount set forth in a new Memorandum of Assignment. Any such RGAs that are so allocated by such Memorandum of Assignment to such Subject Property that are unused by such Subject Property shall be returned to City and City shall add back such unused RGAs into the Overall RGA Maximum. Such Memorandum of Assignment shall likewise set forth the overall total and annual total of building permits that shall be reserved by City for such Subject Property. As set forth in Section 1.07(h) of this Agreement, such Subject Property shall not have a claim to any RGAs or building permits provided by this Agreement (including without limitation the Overall RGA Maximum or Annual RGA Eligibility) beyond that expressly set forth in the Memorandum of Assignment or amended Memorandum of Assignment. As relates to the Ellis Specific Plan Property, the Memorandum of Assignment recorded against said Property shall provide an overall amount of RGAs that is identical to the number of residential lots set forth in the approved subdivision maps(s) for said Ellis Specific Plan Property, although the number of RGAs available on an annual basis from the Annual RGA Eligibility shall be determined by Owner in his sole and exclusive discretion except as provided in Section 1.07(h) of this Agreement.

(c) As used in this Agreement, the term "**Operative**" shall have that meaning set forth in Government Code section 65865.

(1) With respect to the Immediate Property, this Agreement shall become Operative upon the occurrence of the recording of this Agreement against the Immediate Property and the annexation of the Immediate Property to the City within the Term of this Agreement.

(2) With respect to an Other Property, this Agreement shall become Operative upon the occurrence of the recording of this Agreement against the Other Property and the annexation of the Other Property to the City within the Term of this Agreement.

1.13 Adequate Water Supply.

(a) Pursuant to the water supply assessment ("WSA") by City relating to the potential development this Agreement addresses (including without limitation the water assessment prepared in the EIR referenced in Recital paragraph F of this Agreement), adequate water supply, capacity and treatment (collectively, "**Water Capacity**") is known and will be available during the Term of this Agreement for the potential maximum development that may occur pursuant to this Agreement. Therefore, City shall make such Water Capacity available to Owner for such potential development during the Term of this Agreement. Neither City nor Owner shall take any actions, including without limitation, approval by City of any new development after the Effective Date of this Agreement, that would impair or impede that Water Capacity nor otherwise make the Water Capacity unavailable during the Term of this Agreement

for the potential maximum development that may occur pursuant to this Agreement. For residential uses, such Water Capacity shall be made available in accordance with Owner's building permit schedule for residential units as listed in this Development Agreement. A water supply verification shall take place at the subdivision map approval stage as required by such law. If for any reason, despite the City's best efforts, such Water Capacity is not available from surface water supplies for Owner's use on such development when needed, then the following shall apply:

(1) City shall pursue interim measures to satisfy such Water Capacity requirements, including without limitation, City's use of groundwater.

(2) If for any reason, despite City's best efforts, such interim measures are either not available, or are available but not in quantities necessary to fully satisfy such Water Capacity requirements, then Owner may, at Owner's sole and exclusive discretion, upfront the cost of design, construction, operation and maintenance of ground water well, pump station, piping network and appurtenances to City (collectively, "**Additional Well**") to meet the Owner's water needs until such time as City-provided permanent Water Capacity is available. Owner's development will not be served from the Additional Well until construction of the Additional Well is completed and accepted by the City. Once the City-provided permanent Water Capacity is made available to Owner's Property, Owner's need for the Additional Well may be eliminated. In such a circumstance (where Owner's need for the Additional Well is later eliminated because City-provided permanent Water Capacity is available), City may use the Additional Well for City purposes, provided City reimburses Owner for the costs to Owner of the design, construction, operation and maintenance (of the Additional Well). Additionally, Owner may use such Additional Well to provide irrigation water for the public areas, rights-of-way, parks, special landscape features, open space, and anywhere else where irrigation is required to sustain plant species.

(b) Owner shall pay its pro rata share (fair share) of the costs of providing such Water Capacity to any such potential development of the Immediate Property and the Other Properties. More specifically, the costs related to the treatment aspects of the Water Capacity provided to the development within a particular Plan Approval shall be spread and pro-rated over the number of building permits likely to be issued for the development within such particular Plan Approval, and such pro-rated amount shall be paid upon the issuance of each building permit for such development with such Plan Approval for the full cost of water supply. The costs related to the transmission aspects of the Water Capacity provided to the development within a particular Plan Approval shall be paid by those impact fees (or other municipal financing mechanism mutually acceptable and agreeable to the Parties) that are established in an adopted finance plan such as a Finance Implementation Plan ("**FIP**") relating to such development within a particular Plan Approval.

1.14 Wastewater Treatment and Conveyance Capacity.

(a) Wastewater Treatment Capacity.

(1) Upon the Effective Date of this Agreement, and in accordance with the building permit schedule allocated to Owner by this Agreement, City shall make available

capacity from the existing City wastewater treatment plant sufficient to provide the Ellis Specific Plan area development with adequate wastewater treatment capacity for five hundred (500) single-family detached residential units ("**Ellis Initial Capacity**"). Owner shall pay the prevailing wastewater treatment plant impact fees at the time of such building permit issuance for Ellis Initial Capacity in accordance with the City fees imposed on development for the existing Phase I Wastewater Treatment Plant Expansion. City shall not be obligated to advance funds for Additional Capacity or Expansion, except to the extent that such funds have already been collected by City for such Additional Capacity or Expansion.

(2) Beyond the Ellis Initial Capacity referenced in subdivision (a) of this Section 1.14, upon each Plan Approval within the Overall RGA Maximum, the project contained within such Plan Approval shall receive that wastewater treatment capacity, and treatment and transmission capacity ("**Additional Capacity**") needed to adequately service said Plan Approval, with said Additional Capacity coming from the City's existing capacity at the existing wastewater treatment plant or "**Expansion**" of the existing wastewater treatment plant. For the purposes of this Agreement, "Expansion" shall mean that expansion of the existing treatment capacity of the existing wastewater treatment plant, which Expansion will increase the treatment capacity of the plant from the existing approximately 10.2 million gallons per day of treatment capacity to the approximately 16 million gallons per day of treatment capacity. Such Expansion may be done in incremental phases. Owner shall pay its fair share (pro rata share) of the costs of the Expansion (taking into account all users that will use the Expansion) through a form of municipal financing or other mechanism acceptable and agreeable to the Parties. City shall take such measures as needed to ensure that other public and private development projects proposing to utilize the Expansion shall pay their fair share of the funding needed to construct, maintain and operate the Expansion. Owner's above-described funding obligations shall be coordinated with the other public and private development projects to ensure that such monies are collected from Owner and other public and private development projects at approximately the same time. If the required funding from others (other users, other development projects, etc.) is not available for the phase of Expansion needed to provide the Additional Capacity Owner needs when Owner needs it, or if some funding from others is available but is not adequate to fund the phase of Expansion needed to provide said Additional Capacity Owner needs when Owner needs it, then, at Owner's sole and exclusive discretion, Owner may pay the cost of such phase of Expansion needed to provide such Additional Capacity ("**Owner Funded Phase**"); in such a case, Owner shall be reimbursed for that portion of the Owner Funded Phase that exceeds Owner's Additional Capacity needs. Except for responsibilities provided for in applicable CIPs and/or other developments to pay their fair share, City shall not be obligated to advance funds for Additional Capacity Expansion.

(b) Conveyance Capacity.

(1) Owner shall be allowed to use then existing capacity in then-existing conveyance systems. If either increasing the conveyance capacity in the existing wastewater lines to provide adequate conveyance capacity to such area of development within a Plan Approval is needed, or if constructing new wastewater lines to provide adequate conveyance capacity to such area of development within a Plan Approval is needed (collectively, "**Conveyance Expansion**"), then such development within such Plan Approval shall be responsible for its fair share (proportional) of the costs of the Conveyance Expansion. The

improvements to the existing conveyance system or construction of new wastewater lines (i.e., the Conveyance Expansion) will be completed by City in accordance with City's approved Wastewater Master Plan.

(2) City shall take such measures as needed to ensure that other public or private development projects proposing to use the Conveyance Expansion shall pay their fair share (proportional) of the costs of such Conveyance Expansion. If additional funding from such other development projects is not available prior to Owner's need for the Conveyance Expansion, Owner, in its sole and exclusive discretion, may request City to complete construction of the Conveyance Expansion (in multiple phases if requested by Owner). The construction of, and payment by Owner for, such owner conveyance improvements accomplished in multiple phases shall be in accordance with Owner's needs. In such event, no other development will have right to this new or expanded conveyance capacity available after completion of the particular construction phase. Wastewater conveyance connection will be available to Owner only after the required improvements are completed, or accepted by, City. Wastewater conveyance capacity shall be provided from the Corral Hollow sewer line and other western sewer lines as set forth in the Wastewater Master Plan Corral Hollow Sewer Analysis for the maximum development authorized by this Agreement. Except for responsibilities provided for in applicable CIPs and/or other developments to pay their fair share, City shall not be obligated to advance funds for conveyance improvements.

1.15 Schools.

(a) Owner has entered into a Memorandum of Understanding with the Tracy Unified School District.

(b) Prior to the first residential building permit issuance, Owner shall execute a school facilities mitigation agreement with the Jefferson School District to mitigate the impact of the Ellis Specific Plan on Jefferson School District facilities.

1.16 Ellis Specific Plan Parks.

(a) Owner shall provide and dedicate to City parks pursuant to the four (4) acres per thousand formula required by the Ellis Specific Plan and Applicable Law ("**Park Requirements**"). No additional park dedications, in lieu fees or other park-related requirements shall be imposed by City on Owner or the Ellis Specific Plan property beyond the Park Requirements.

(b) The timing of the dedication to City of Ellis Specific Plan parks and the construction of Ellis Specific Plan park improvements shall be determined by City at the time of City approval of subdivision map(s) for the Ellis Specific Plan property.

1.17 Future Impact Fees, Taxes and Assessments; Nexus.

(a) During the Term of this Agreement, only those impact fees, taxes, assessments and other charges that are established in an adopted FIP for the particular Property shall apply to the particular Property.

(b) Except as provided in this Agreement (including without limitation, Sections 1.01), this Agreement is not intended to change or affect either Parties' rights or obligations regarding the over-sizing of improvements, services and/or facilities beyond the impacts of the Property.

ARTICLE 2
ASSIGNMENT, DEFAULT, ANNUAL REVIEW,
TERMINATION, LEGAL ACTIONS

2.01 Covenants Run With The Land.

(a) This Agreement and all of its provisions, agreements, rights, powers, standards, terms, covenants, obligations, benefits and burdens shall be binding upon and inure to the Parties and their respective heirs, successors (by merger, consolidation, or otherwise), assigns, devisees, administrators, representatives, lessees, and all other persons or entities acquiring the Property, whether by sale, operation of law or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns (collectively, "Assignee").

(b) Additionally, this Agreement and all of its provisions, agreements, rights, powers, standards, terms, covenants and obligations, shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons or entities acquiring the Other Properties or any lot, parcel or any portion thereof, or any interest therein, whether by sale, operation of law or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns (also, collectively, "Assignee").

(c) Upon assignment, in whole or in part, and the express written assumption by the Assignee of such assignment, of Owner's rights and interests under this Agreement, Owner shall be released from its obligations with respect to the Property, or any lot, parcel, or portion thereof so assigned to the extent arising subsequent to the date of such assignment. A default by any Assignee shall only affect that portion of the Property owned by such Assignee and shall not cancel or diminish in any way Owner's rights hereunder with respect to the assigned portion of the Property not owned by such Assignee. The Assignee shall be responsible for the reporting and annual review requirements relating to the portion of the Property owned by such Assignee, and any amendment to this Agreement between City and Assignee shall only affect the portion of the Property owned by such Assignee.

2.02 Defaults.

(a) Any failure by City or Owner to perform any material term or provision of this Agreement, which failure continues uncured for a period of sixty (60) days following written notice of such failure from the other Party (unless such period is extended by written mutual consent), shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which such alleged failure satisfactorily may be cured. If the nature of the alleged

failure is such that it cannot reasonably be cured within such 60-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 60-day period.

(b) No failure or delay in giving notice of default shall constitute a waiver of default; provided, however, that the provision of notice and opportunity to cure shall nevertheless be a prerequisite to the enforcement or correction of any default.

(c) During any cure period specified under this Section 2.02 and during any period prior to any delivery of notice of failure or default, the Party charged shall not be considered in default for purposes of this Agreement. If there is a dispute regarding the existence of a default, the Parties shall otherwise continue to perform their obligations hereunder, to the maximum extent practicable in light of the disputed matter and pending its resolution or formal termination of the Agreement as provided herein.

(d) City will continue to process in good faith development applications during any cure period, but need not approve any such application if it relates to a development proposal on the Property with respect to which there is an alleged default hereunder.

(e) In the event either Party is in default under the terms of this Agreement, the non-defaulting Party may elect, in its sole and absolute discretion, to pursue any of the following courses of action: (i) waive such default; (ii) pursue administrative remedies, and/or (iii) pursue judicial remedies. In no event shall City modify this Agreement as a result of a default by Owner except in accordance with the provisions of Section 1.10 above.

(f) Except as otherwise specifically stated in this Agreement, either Party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default by the other Party to this Agreement, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation hereunder or to seek specific performance. Except for situations or events involving the City's gross negligence or willful misconduct, neither City nor its officers, agents, or employees shall be liable in damages for any breach or violation of this Agreement, except for attorneys' fees as provided in Section 3.05(a), it being expressly understood and agreed that the only legal remedies available to Owner for a breach or violation of this Agreement by City shall be a legal action in mandamus, specific performance, or other injunctive or declaratory relief to enforce the provisions of this Agreement. Nothing in this section shall be deemed to limit either Party's rights under the Tort Claims Act. For purposes of instituting a legal action under this Agreement, any City Council determination under this Agreement shall be deemed a final agency action.

2.03 Annual Review.

(a) The Enabling Resolution provides for annual review of Owner's good faith compliance with the terms of this Agreement. Each year during the term of this Agreement, City shall initiate the annual review by written notice to Owner. Upon receipt of such written notice, Owner shall comply with such requirements of the Enabling Resolution and shall furnish to City a report demonstrating good faith compliance by Owner with the terms of this Agreement.

(b) Following any such annual review, if Owner is determined to be in good faith compliance with the terms of this Agreement, City shall furnish Owner, upon Owner's request, a certification of compliance in recordable form.

(c) Following any such annual review, if Owner is determined to not be in good faith compliance with the terms of this Agreement, City shall furnish to Owner a notice of noncompliance, which shall be deemed a notice of default and shall commence the cure period set forth in Section 2.02 above.

(d) If City fails to either (1) hold the annual review meeting, or (2) notify Owner in writing (following the date the review meeting is to be held) of the City's determination as to compliance or noncompliance with the terms of the Agreement, such failure shall be deemed an approval by City of Owner's current compliance with the terms of this Agreement.

(e) In addition to the annual review provided for in this Section 2.03, City may investigate or evaluate from time to time during the course of any given year, and regardless of whether such investigation or evaluation takes place as part of the annual review, any subject matter that is properly the subject of an annual review.

2.04 Force Majeure Delay, Extension of Times of Performance.

(a) In addition to specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental entities other than City, its departments, agencies, boards and commissions, enactment of conflicting State or Federal laws or regulations, or litigation (including without limitation litigation contesting the validity, or seeking the enforcement or clarification of this Agreement whether instituted by Owner, City, or any other person or entity) (each a "Force Majeure Event").

(b) Either Party claiming a delay as a result of a Force Majeure Event shall provide the other Party with written notice of such delay and an estimated length of delay. Upon the other Party's receipt of such notice, an extension of time shall be granted in writing for the period of the Force Majeure Event, or longer as may be mutually agreed upon by the Parties, unless the other Party objects in writing within ten (10) days after receiving the notice. In the event of such objection, the Parties shall meet and confer within thirty (30) days after the date of objection to arrive at a mutually acceptable solution to the disagreement regarding the delay. If no mutually acceptable solution is reached, either Party may take action as permitted under this Agreement.

2.05 Legal Actions.

(a) In the event of any Third Party Challenge, the Parties shall agree to mutually cooperate with each other in the defense of any such challenge.

(b) City shall tender the complete defense of any such Third Party Challenge to Owner ("**Tender**"), and upon acceptance of such Tender by Owner, Owner shall control all

aspects of the defense and shall indemnify and hold harmless City against any and all third-party fees and costs arising out of such Third Party Challenge.

(c) If City wishes to assist Owner when Owner has accepted the Tender, City may do so if Owner consents to such assistance and if City pays its own attorney fees and costs (including related court costs).

(d) Should Owner refuse to accept such a Tender, City may defend such Third Party Challenge, and if City so defends, Owner shall pay City's attorney fees and costs (including related court costs).

(e) If any part of this Agreement (including, without limitation, any part of the exhibits and attachments thereto) or any Owner Approval is held by a court of competent jurisdiction to be invalid, City shall: (1) use its best efforts to sustain and/or re-enact that part of this Agreement and/or Owner Approval; and (2) take all steps possible to cure any inadequacies or deficiencies identified by the court in a manner consistent with the express and implied intent of this Agreement, and then adopting or re-enacting such part of this Agreement and/or Owner Approval as necessary or desirable to permit execution of this Agreement and/or Owner Approval. If despite such efforts such part of this Agreement and/or Owner Approval cannot be cured and/or re-enacted or re-adopted, and such invalidity or unenforceability would have a material adverse impact on the Owner, by depriving Owner of a material benefit of this Agreement, such as the benefit of the Overall RGA Maximum and/or Annual RGA Eligibility, then Owner may terminate this Agreement by providing written notice thereof to the City, and upon such termination, Owner shall no longer be subject to the benefits and burdens of this Agreement, including without limitation the Swim Center Commitment, Swim Center Land Dedication, Overall RGA Maximum and/or Annual RGA Eligibility.

ARTICLE 3

GENERAL PROVISIONS

3.01 Definitions.

(a) To the extent that any capitalized terms contained in this Agreement or its Exhibits are not defined below, then such terms shall have the meaning otherwise ascribed to them in this Agreement and its Exhibits and/or the Applicable Law.

(b) As used in this Agreement and its Exhibits, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section:

(1) "Additional Capacity" shall have that meaning set forth in Section 1.14(a)(2) of this Agreement.

(2) "Additional Well" shall have that meaning set forth in Section 1.13(a)(2) of this Agreement.

(3) "Agreement" shall mean this Development Agreement between City and Owner.

(4) **"Agreement Effective Date"** shall have the meaning set forth in Section 1.06(a) of this Agreement.

(5) **"Annexation Effective Date"** shall mean that date upon which all of the following have occurred: the annexation of the property contained within the Ellis Specific Plan (including the Swim Center) has been approved by LAFCO and the Conducting Authority, the annexation approvals have taken effect under controlling law, the applicable statute of limitations has run on those LAFCO and Conducting Authority annexation approvals without a lawsuit being filed within that statutory limitations period, or if a lawsuit has been filed within that statutory limitations period, that the defendant and real party have prevailed in the lawsuit, or the Annexation is otherwise determined legal and effective.

(6) **"Annexation Property"** shall have the meaning set forth in Section 1.11(a)(1) of this Agreement.

(7) **"Annual RGA Eligibility"** shall have the meaning set forth in Section 1.07(d) of this Agreement.

(8) **"Applicable Law"** shall have that meaning set forth in Section 1.03 of this Agreement.

(9) **"Approving Ordinance"** shall have the meaning set forth in Recital paragraph N of this Agreement.

(10) **"Assignee"** shall have the meaning set forth in Section 2.01(a) and (b) of this Agreement.

(11) **"CEQA"** shall have that meaning set forth in Recital paragraph F of this Agreement.

(12) **"Certificate of Occupancy"** shall mean a certificate issued or final inspection approved by the City authorizing occupancy of a residential unit.

(13) **"City"** shall have that meaning set forth in the preamble of this Agreement.

(14) **"City Authorization to Record Development Agreement"** shall have the meaning set forth in Section 1.12(b)(4) and *Exhibit D* of this Agreement.

(15) **"City Response"** shall have the meaning set forth in Section 1.05(b) of this Agreement.

(16) **"City Swim Center Contribution"** shall have the meaning set forth in Section 1.01(c) of this Agreement.

(17) **"Claims"** shall have the meaning set forth in Section 3.04 of this Agreement.

(18) **"Conceptual Design"** shall have the meaning set forth in Section 1.01(d) of this Agreement.

(19) **"Construction Codes"** shall have the meaning set forth in Section 1.03(a)(5) of this Agreement.

(20) **"Conveyance Expansion"** shall have the meaning set forth in Section 1.14(b)(1) of this Agreement.

(21) **"Development Agreement Statute"** shall have the meaning set forth in the preamble of this Agreement.

(22) **"EIR"** shall have the meaning set forth in Recital paragraph F(3) of this Agreement.

(23) **"Ellis Approvals"** shall have the meaning set forth in Recital paragraph F(4) of this Agreement.

(24) **"Ellis Initial Capacity"** shall have the meaning set forth in Section 1.14(a)(1) of this Agreement.

(25) **"Ellis Specific Plan"** shall have the meaning set forth in Recital paragraph D of this Agreement.

(26) **"Enabling Resolution"** shall have the meaning set forth in the preamble of this Agreement.

(27) **"Existing City Laws"** shall have the meaning set forth in Section 1.03(a)(3) of this Agreement.

(28) **"Expansion"** shall have the meaning set forth in Section 1.14(a)(2) of this Agreement.

(29) **"FIP"** shall have the meaning set forth in Section 1.13(b) of this Agreement.

(30) **"Force Majeure Event"** shall have the meaning set forth in Section 2.04(a) of this Agreement.

(31) **"General Plan"** shall have the meaning set forth in Recital paragraph D of this Agreement.

(32) **"General Plan EIR"** shall have the meaning set forth in Recital paragraph F(1) of this Agreement.

(33) **"GMO"** shall have the meaning set forth in Recital paragraph I of this Agreement.

(34) **"GMO Maximums"** shall have the meaning set forth in Recital paragraph I and Section 1.07(c) of this Agreement.

(35) **"Good Faith and Fair and Expeditious Dealing"** shall have the meaning set forth in Section 1.02(c) of this Agreement.

(36) **"Immediate Property"** shall have the meaning set forth in Recital paragraph J of this Agreement.

(37) **"January Cycle"** shall have the meaning set forth in Section 1.07(e)(1)(A) of this Agreement.

(38) **"July Cycle"** shall have the meaning set forth in Section 1.07(e)(1)(B) of this Agreement.

(39) **"LAFCO"** shall have the meaning set forth in Section 1.11(a)(2) of this Agreement.

(40) **"Legal Effect"** shall mean that the ordinance, resolution, permit, license or other grant of approval (collectively, "permit") in question, has been adopted by City and that all applicable administrative appeal periods and statutes of limitations have run and that the permit has not been overturned or otherwise rendered without legal and/or equitable force and effect by a court of competent jurisdiction or other tribunal with final and binding decision authority.

(41) **"Mandated New City Law(s)"** shall have the meaning set forth in Section 1.05(e) of this Agreement.

(42) **"Meet and Confer Period"** shall have the meaning set forth in Section 1.05(b) of this Agreement.

(43) **"Memorandum of Assignment"** shall have the meaning set forth in Section 1.12(b)(4) and *Exhibit E* of this Agreement.

(44) **"New City Law(s)"** shall have the meaning set forth in Section 1.05(a) of this Agreement.

(45) **"New Development Swim Center Contribution"** shall have the meaning set forth in Section 1.01(c) of this Agreement.

(46) **"Notice of New Law(s)"** shall have the meaning set forth in Section 1.05(b) of this Agreement.

(47) **"Objection to New City Law(s)"** shall have the meaning set forth in Section 1.05(b) of this Agreement.

(48) **"Operative"** shall have the meaning set forth in Section 1.12(c) of this Agreement.

(49) **"Other Property"** or **"Other Properties"** shall have the meaning set forth in Recital paragraph J of this Agreement.

(50) **"Overall RGA Maximum"** shall have the meaning set forth in Section 1.07(d) of this Agreement.

(51) **"Owner"** shall have that meaning set forth in the preamble of this Agreement.

(52) **"Owner Approvals"** shall have the meaning set forth in Section 1.03(a)(2) of this Agreement, and includes without limitation the Plan Approvals and the Ellis Approvals.

(53) **"Owner Swim Center Contribution"** shall have the meaning set forth in Section 1.01(a) and *Exhibit B* of this Agreement.

(54) **"Owner Funded Phase"** shall have that meaning set forth in Section 1.14(a)(2) of this Agreement.

(55) **"Park Requirements"** shall have the meaning set forth in Section 1.16(a) of this Agreement.

(56) **"Party"** and **"Parties"** shall have the meaning set forth in the preamble of this Agreement.

(57) **"Plan Approval"** is one type of Owner Approval and shall have the meaning set forth in Section 1.07(b) of this Agreement.

(58) **"Plan for the Provision of Services"** shall have that meaning set forth in Section 1.11(a)(2) of this Agreement.

(59) **"Planning Commission"** shall have the meaning set forth in Recital paragraph C of this Agreement.

(60) **"Police Powers"** shall have the meaning set forth in the preamble of this Agreement.

(61) **"Processing Fees"** shall mean fees charged by the City which represent the costs to City for City staff (including consultants) time and resources spent reviewing and processing applications for Owner Approvals, as governed by Government Code section 66014.

(62) **"Property"** shall have the meaning set forth in Recital paragraph J of this Agreement.

(63) **"Reserved Building Permits"** shall have the meaning set forth in Section 1.08(c)(1) of this Agreement.



(64) **"Residential Growth Allotments"** or **"RGAs"** shall have the meaning set forth in the GMO in effect on July 1st, 2008.

(65) **"Resolution of Application"** shall have the meaning set forth in Section 1.11(a)(2) of this Agreement.

(66) **"RGA Application(s)"** shall have the meaning set forth in Section 1.07(e) of this Agreement.

(67) **"Serpa Swim Center"** shall have the meaning set forth in Section 1.01(e) of this Agreement.

(68) **"South Schulte EIR"** shall have the meaning set forth in Recital paragraph F(2) of this Agreement.

(69) **"South Schulte EIR Settlement"** shall have the meaning set forth in Recital paragraph F(2) of this Agreement.

(70) **"South Schulte Specific Plan"** shall have the meaning set forth in Recital paragraph D of this Agreement.

(71) **"Subdivision Document"** shall have the meaning set forth in Section 1.06(d) of this Agreement.

(72) **"Subject Property"** shall have the meaning set forth in Section 1.12(b)(1) and *Exhibit E* of this Agreement.

(73) **"Subject Property Annual Building Permit Total"** shall have the meaning set forth in *Exhibit E* of this Agreement.

(74) **"Subject Property Annual RGA Eligibility Total"** shall have the meaning set forth in *Exhibit E* of this Agreement.

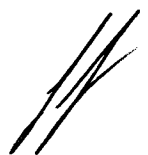
(75) **"Subject Property Building Permit Total"** shall have the meaning set forth in *Exhibit E* of this Agreement.

(76) **"Subject Property RGA Total"** shall have the meaning set forth in *Exhibit E* of this Agreement.

(77) **"Swim Center"** shall have the meaning set forth in Section 1.01 of this Agreement.

(78) **"Swim Center Advance Costs"** shall have the meaning set forth in *Exhibit B* of this Agreement.

(79) **"Swim Center Commitment"** shall have the meaning set forth in Recital paragraph C of this Agreement.



(80) "Swim Center Land Dedication" shall have the meaning set forth in Section 1.01(b) of this Agreement.

(81) "Swim Center Funds" shall have the meaning set forth in Section 1.01(c) of this Agreement.

(82) "Swim Center Funds Account" shall have the meaning set forth in *Exhibit B* of this Agreement.

(83) "Swim Center Payment Protocol" shall have the meaning set forth in Section 1.01(a) of this Agreement.

(84) "Tender" shall have the meaning set forth in Section 2.05(b) of this Agreement.

(85) "Term" shall have the meaning set forth in Section 1.06(a) of this Agreement.

(86) "Third Party Challenge" shall have the meaning set forth in Section 1.06(b) of this Agreement.

(87) "Two-Year Period" shall have the meaning set forth in Section 1.01(b)(1) of this Agreement.

(88) "Un-Allocated RGAs" shall have the meaning set forth in Section 1.07(h) of this Agreement.

(89) "Un-Issued Building Permits" shall have the meaning set forth in Section 1.08(c)(3) of this Agreement.

(90) "Urban Reserves" shall have the meaning set forth in Recital paragraph D of this Agreement.

(91) "Vesting Map" shall have the meaning set forth in Section 1.06(e) of this Agreement.

(92) "Water Capacity" shall have the meaning set forth in Section 1.13(a) of this Agreement.

(93) "WSA" shall have the meaning set forth in Section 1.13(a) of this Agreement.

3.02 Requirements of Development Agreement Statute.

(a) The permitted uses, density and/or intensity of use, maximum height and size of buildings and other structures, provisions for reservation or dedication of land, and other terms and conditions applicable to any development and construction on the Property shall be those set forth in the General Plan, and all other provisions of the Applicable Law.

(b) During the Term of this Agreement, and pursuant to Government Code section 65866, the rules, regulations, official policies and all other controlling criteria shall be the Applicable Law, which Applicable Law may expand pursuant to this Agreement to include New City Law(s), Owner Approvals, and other subsequent actions that this Agreement includes in the Applicable Law.

(c) As stated above, this Agreement complies with laws regarding Development Agreement Statute (including without limitation section 65865.2), which requires this Agreement to specify the duration (Term) of the Agreement, the permitted uses of the Property, the density or intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes. The duration of this Agreement is set forth in Section 1.06 of this Agreement, and this Agreement sets forth provisions for the permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, and the dedication of land for public purposes in the Applicable Law provisions of this Agreement. For example, the Ellis Specific Plan is part of the Applicable Law for the Ellis Specific Plan site, and the Ellis Specific Plan sets forth the permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, and the dedication of land for public purposes for that Ellis Specific Plan area. Likewise, as to Other Properties that this Agreement may apply to in the future, upon the recordation of this Agreement against such Property, the Applicable Law will apply, which Applicable Law uses the General Plan and City Laws applicable to such Property, all of which set forth the permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, and the dedication of land for public purposes. Further, such General Plan and City Laws require the processing and approval of Owner Approvals before any development can take place, which Owner Approvals will likewise set forth the permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, and the dedication of land for public purposes. Finally, under this Agreement's own terms and conditions, Owner is not eligible to make application for nor receive an RGA (needed before any residential development can take place) unless and until a "Plan Approval" (defined in Section 1.07(b) of this Agreement) has first been processed and approved by City pursuant to this Agreement, and this Agreement is thereafter recorded against such property. Under this Agreement, such Plan Approval must set forth the permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, and the dedication of land for public purposes. Like the Ellis Approvals, that Plan Approval will become part of the Applicable Law provisions of this Agreement. In other words, at no time upon the recordation of this Agreement against a Property (which recordation cannot take place until the requirements of this Agreement and controlling law have been satisfied regarding the recordation of this Agreement against such Property) will there not be applicable, know and understood the permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, and the dedication of land for public purposes relative to such Property.

3.03 Development Timing.

The Parties acknowledge that the timing, sequencing, and phasing of any later-approved development is solely the responsibility of Owner. In particular, the Parties desire to avoid the result of the California Supreme Court's holding in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), where the failure of the parties therein to consider and

expressly provide for the timing of the development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement.

3.04 Hold Harmless and Indemnification.

Owner shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents, and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) (collectively, "**Claims**") resulting from or arising out of the development contemplated by this Agreement by Owner or Owner's agents, representatives, contractors, subcontractors, or employees, other than a liability or claim based upon City's gross negligence or willful misconduct. The indemnity obligations of this Agreement shall not extend to Claims arising from activities associated with the maintenance or repair by the City or any other public agency of improvements that have been accepted for dedication by the City or such other public agency. From time to time the City and Owner may enter into subdivision improvement agreements, as authorized by the Subdivision Map Act, and those subdivision improvement agreements may have language that is different from the language contained in this Agreement. In the event of any conflict between the provisions of this section and the indemnification provisions in such subdivision improvement agreements, the indemnification provisions in this Agreement shall prevail.

3.05 Miscellaneous.

(a) Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Owner acknowledges and agrees that City has approved and entered into this Agreement in the sole exercise of its legislative discretion and the standard of review of the validity and meaning of this Agreement shall be that accorded legislative acts of the City. Should any legal action be brought by a Party for breach of this Agreement or to enforce any provision herein, the prevailing Party of such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the court.

(b) Development Is a Private Undertaking. The development contemplated by this Agreement is a separately undertaken private development. No partnership, joint venture, or other association of any kind between the Owner, on the one hand, and City on the other, is formed by this Agreement. The only relationship between City and Owner is that of a governmental entity regulating the development of private property and the owners of such private property.

(c) Construction. As used in this Agreement, and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and neuter and vice versa.

(d) Notices.

(1) All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective Party as follows:

If to the City:

City Manager
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
Telephone: (209) 831-6000
Facsimile: (209) 831-6120

With a copy to:

City Attorney
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
Telephone: (209) 831-6130
Facsimile: (209) 831-6137

If to Owner:

Les Serpa
Chris Long
Surland Communities, LLC
1024 Central Avenue
Tracy, CA 95376
Telephone: (209) 832-7000
Facsimile: (209) 833-9700

With a copy to:

Michael Patrick Durkee
Allen Matkins Leck Gamble Mallory & Natsis LLP
200 Pringle Avenue, Suite 300
Walnut Creek, CA 94596
Telephone: (925) 943-5551
Facsimile: (925) 943-5553

(2) Either Party may change the address stated herein by giving notice in writing to the other Party, and thereafter notices shall be addressed and transmitted to the new address. Any notice given to Owner as required by this Agreement shall also be given to all other signatory Parties hereto and any lender which requests that such notice be provided. Any signatory Party or lender requesting receipt of such notice shall furnish in writing its address to the Parties to this Agreement.

(e) Recordation. No later than ten (10) days after the Agreement Effective Date, the Clerk of the City shall record a copy of this Agreement in the Official Records of the Recorder's Office of San Joaquin County. Owner shall be responsible for any recordation fees.

(f) Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

(g) 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.

(h) Execution/Entire Agreement. This Agreement may be executed in duplicate originals, each of which is deemed to be an original. This Agreement also may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. This Agreement, including these pages and all the exhibits inclusive, and all documents incorporated by reference herein, constitute the entire understanding and agreement of the Parties.

(i) Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Owner and City. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

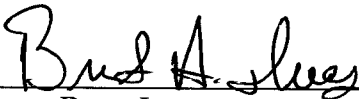
(j) Exhibits. The following exhibits are attached to this Agreement and are hereby incorporated herein by this reference for all purposes as if set forth herein in full:

<i>Exhibit A</i>	<i>Immediate Property Legal Description</i>
<i>Exhibit B</i>	<i>Swim Center Payment Protocol</i>
<i>Exhibit C</i>	<i>RGA Transmittal and Application Forms</i>
<i>Exhibit D</i>	<i>City Authorization to Record Development Agreement</i>
<i>Exhibit E</i>	<i>Memorandum of Assignment</i>

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

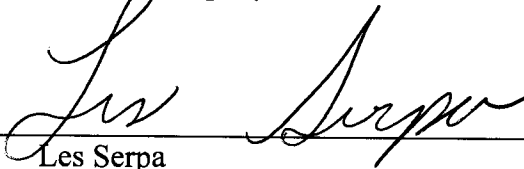
"City"

CITY OF TRACY, a municipal corporation


By: Brent Ives
Title: Mayor
Date: 2/5/09

"Owner"

SURLAND COMMUNITIES, LLC, a California limited liability company


By: Les Serpa
Title: Managing Member
Date: Jan. 28, 2009

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Joaquin

On 2/15/09 before me, Sharon K. Davis, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Brent H. Ives

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.

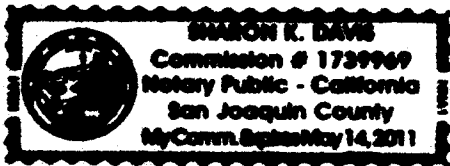
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sharon K. Davis

Signature of Notary Public

Place Notary Seal Above



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

ACKNOWLEDGMENT

State of California
County of San Joaquin)

On January 28, 2009 before me, Kirstie L. McKenzie, Notary Public
(insert name and title of the officer)

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

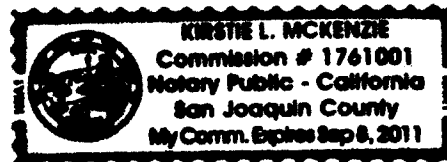
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Attest:

Sandra Edwards

By: Sandra Edwards

Title: City Clerk

Date: 2.5.09

Approved As To Form:

Debra E. Corbett

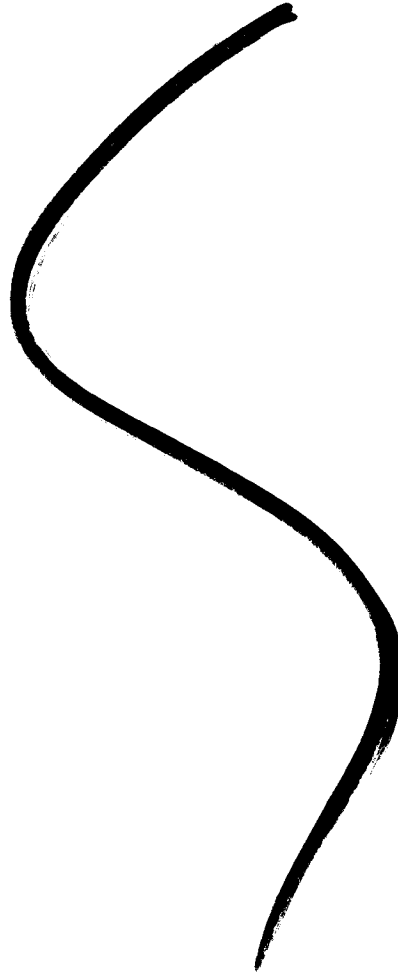
By: Debra E. Corbett

Title: City Attorney

Date: 2/3/09

Exhibit A

Immediate Property Legal Description



Handwritten signature or initials, possibly 'H' or 'J', located in the bottom right corner.

The land situated in the unincorporated area of the County of San Joaquin, State of California, and described as follows:

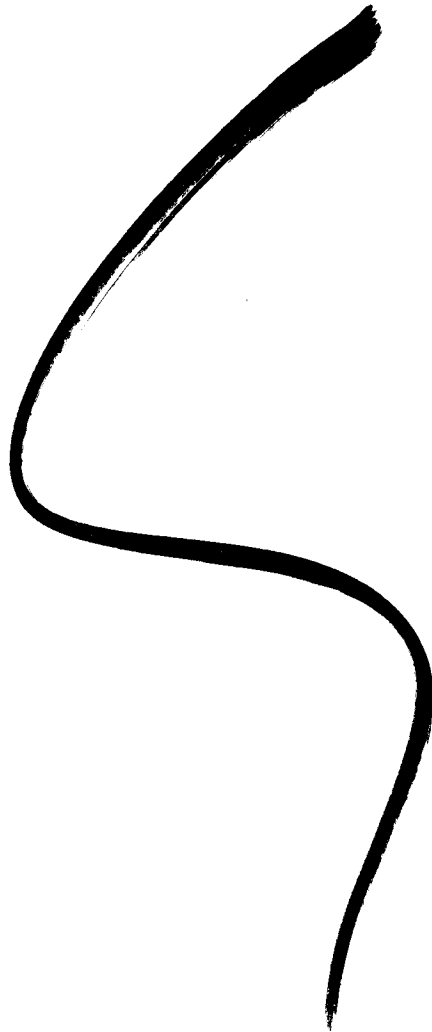
DESCRIPTION

All that certain real property situate in Section 6, Township 3 South, Range 5 East, Mount Diablo Base and Meridian, County of San Joaquin, State of California, and described as follows:

Parcel 1 as said parcel is shown on that certain map entitled "PA-0800181, PARCEL MAP", filed January 27, 2009, in Book 25 of Parcel Maps at Page 33 in the Office of the Recorder of San Joaquin County.

Exhibit B

Swim Center Payment Protocol



Handwritten signature or initials.

SWIM CENTER PAYMENT PROTOCOL

EX.B-1. The purpose of this *Exhibit B* is to memorialize the terms, conditions, and parameters by which City and Owner shall implement the design and construction of the Swim Center, as well as to set forth a protocol for the funding of the design and construction costs of the Swim Center. This *Exhibit B* shall not be construed as a preliminary or final approval of the Swim Center or any other land use decision and/or other discretionary process or approval not yet given by City.

EX.B-2. The Swim Center is a public project that will be owned and operated by City. As a result, City shall enter into contracts with all consultants and construction contractors necessary for the design, construction, operation, and maintenance of the Swim Center.

EX.B-3. During the design and construction phases, Owner representatives may participate in design decisions, design modifications and other design-related decisions. Owner representatives shall be invited by City to attend construction progress meetings with City representatives, consultants, and the general contractor to allow for such Owner participation.

EX.B-4. Section 2.20.140 of the Tracy Municipal Code requires that a formal Request for Proposal ("RFP") procedure be followed for consulting services costing \$50,000 or more. This procedure is not required, however, if the City Council determines that compliance with this procedure would not be in the best interest of City. Because RJM Design Group, Inc. ("RJM") and Gates Associates ("Gates") have been responsible for preliminary design to date and are highly qualified to continue to provide design services for the Swim Center, the City Council may determine that it is in the best interest of City not to follow the RFP procedure for the design services for the Swim Center.

EX.B-5. Urban Design Associates ("UDA"), the consultant that prepared the Ellis Specific Plan, drafted the Schematic Design and Design Development concepts for the Swim Center. If desired by City, City may hire UDA to assist in the further refinement of the Schematic Design and Design Development for the Swim Center, with the costs for any such assistance of UDA to be paid by City from the Swim Center Funds.

EX.B-6. Within thirty (30) days following the Annexation Effective Date, Owner shall deposit the Owner Swim Center Contribution, and City shall deposit the City Swim Center Contribution, into a segregated and interest-bearing City account ("**Swim Center Funds Account**"). City should likewise deposit any New Development Swim Center Contribution funds it collects from new development into said Swim Center Funds Account on a quarterly basis. Any and all interest earned relative to the funds in the Swim Center Funds Account shall be kept with, added to and become part of the Swim Center Funds Account. Within thirty (30) days of the Owner deposit into such Swim Center Funds Account, City shall remit to Owner monies totaling \$324,000 ("**Swim Center Advance Costs**"). The rationale for the Swim Center Advance Costs is as follows:

(a) Concept Master Plan Development:

(1) RJM Design Group	\$173,000
(2) Urban Design Associates	\$40,000
(3) BKF Engineering	\$3,000
(4) Gates and Associates	\$20,000

(b) Feasibility and Demographic Study and Analysis

(1) RJM Design Group	\$32,000

(c) Budget Review and Analysis

(1) RJM Design Group	\$56,000

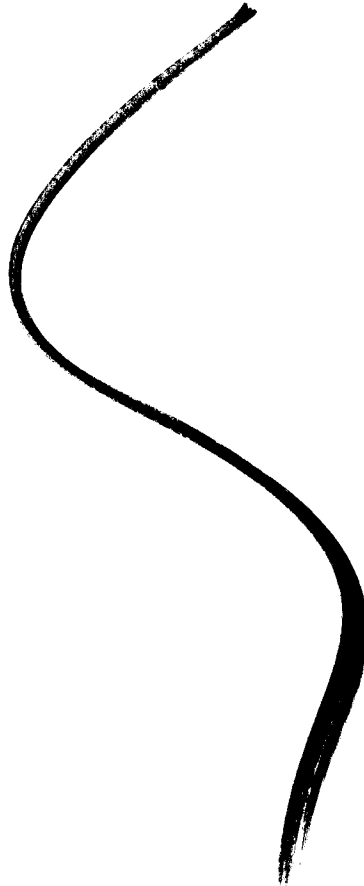
EX.B-7. Monies withdrawn from the Swim Center Funds Account shall be for the sole purpose of funding the design, construction, operation, and/or maintenance costs of the Swim Center. City shall make withdrawals from the Swim Center Fund Account in the amounts and at the times it deems necessary in order to pay those costs authorized by this Ex.B-7.

EX.B-8. Notwithstanding the foregoing, in the event that an Annexation Effective Date never occurs due to the failure to successfully annex the Ellis Specific Plan Property, Owner shall bear the sole responsibility for the applicable Swim Center costs incurred by Owner, except that in the event any such work funded by Owner is subsequently used by City then City shall pay to Owner the actual cost of such work within thirty (30) days of demand by Owner.



Exhibit C

RGA Transmittal and Application Forms



A handwritten signature in the bottom right corner of the page.

RGa Transmittal Form

SURLAND DEVELOPMENT AGREEMENT RESIDENTIAL GROWTH ALLOTMENT APPLICATION

This is a Residential Growth Allotment (RGA) application as provided for in the Development Agreement between THE CITY OF TRACY and SURLAND COMMUNITIES, LLC dated _____ ("Agreement").

Submitted by: _____

Date: _____

Received by: _____

Date: _____

A handwritten signature in black ink, consisting of several stylized, overlapping strokes, located in the bottom right corner of the page.

APPLICATION FOR RESIDENTIAL GROWTH ALLOTMENTS

Purpose Of Application

RGA's: _____

Exception (For Affordable Housing Units): _____

Applicant's Information

Name: _____ Telephone No.: _____

Company: _____ Fax No.: _____

Mailing Address: _____

City/State/Zip Code: _____

Property Owner's Information

Name: _____ Telephone No.: _____

Company: _____ Fax No.: _____

Mailing Address: _____

City/State/Zip Code: _____

(if necessary, please attach a sheet listing additional property owner information)

Project Information

Recorded Subdivision Name: _____

Tract No.: _____ Total No. of Lots: _____ Total Acreage: _____

Specify Planning Area (ex: Ellis, etc.): _____

Project (Ownership) Area for which RGA's are applied

Project Area name (if different from above): _____

Project Area ownership: _____

Project Area acreage: _____ Total number of Project Area lots: _____

Assessor's Parcel No(s): _____



Project (Ownership) Area for which RGA's are applied (continued)

Total number of RGA's previously awarded to Project Area: _____

Total number of building permits issued: _____

Total number of unused RGA's (RGA's previously awarded less the total number of RGA's used for building permit issuance): _____

Total number of RGA's requested in this application: _____

Identify the relevant plan approval(s) that have been obtained for the Project

Area: _____

Applicant's Signature

I, the undersigned, have complied with all the requirements of the Agreement relevant to this application:

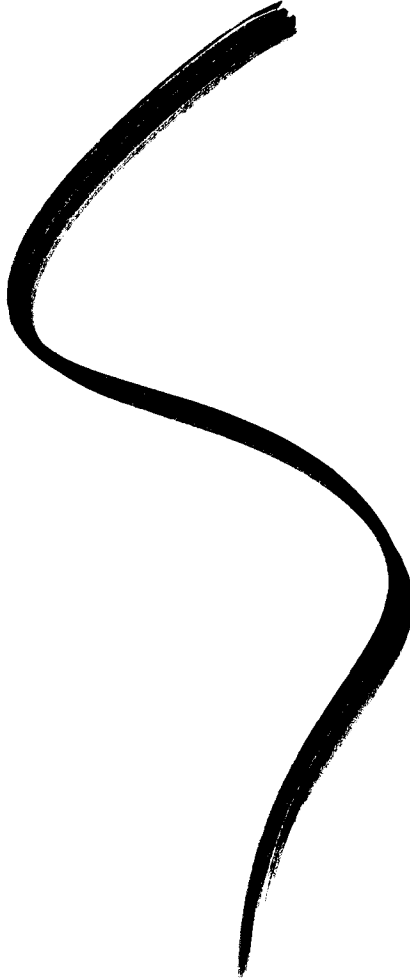
Applicant's Signature

Date



Exhibit D

City Authorization to Record Development Agreement



City Authorization to Record Development Agreement

EX.D-1. Pursuant to Section 1.12 of the Development Agreement by and between the CITY OF TRACY, a municipal corporation ("City"), and SURLAND COMMUNITIES, LLC a California limited liability company ("Owner"), dated _____, 2009, this Agreement may be recorded against a Subject property when all of the following has occurred:

- (a) The Subject Property is known and its legal description prepared;
- (b) Owner has acquired a legal or equitable interest in the Subject Property;
- (c) The Subject Property is included within the City's Sphere of Influence; and

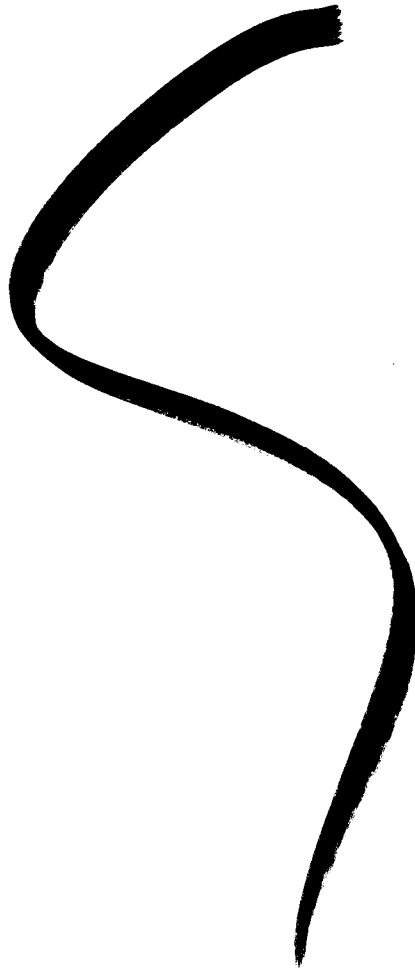
(d) The City Council has determined that the Subject Property has satisfied the requirements of subdivisions (a), (b) and (c) above and has authorized its designated agent to sign the "City Authorization to Record Development Agreement."

EX.D-2. On _____ 2____, the City Council determined that such Subject Property has satisfied the requirements of subdivisions (a), (b) and (c) above. The City Council hereby authorizes the City Manager to sign this City Authorization to Record Development Agreement and have it recorded against such Subject Property.



Exhibit E

Memorandum of Assignment

A large, thick, black handwritten letter 'S' that curves from the top left towards the bottom right, occupying the central portion of the page.A handwritten signature consisting of several overlapping, slanted strokes, located in the bottom right corner of the page.

NO FEE DOCUMENT per Government Code § 6103
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

Memorandum Of Assignment

This "**Memorandum of Assignment**" relates to that Development Agreement by and between the City of Tracy and Surland Communities, LLC dated January __, 2009 ("Agreement") (the form of this Memorandum of Assignment was *Exhibit E* to the Agreement), and the recording and use of the Agreement on that certain real property ("Subject Property"). This Memorandum of Assignment is entered into by SURLAND COMMUNITIES, LLC a California limited liability company ("Owner") and _____ [owner of Subject Property] ("Assignee").

1. The Subject Property is more particularly described in *Exhibit 1*, attached hereto and incorporated herein by this reference as if set forth in full.

2. The Subject Property is hereby burdened and benefitted by and otherwise bound and subject to each and every term and condition of the Agreement, including the following additional details/requirements:

(a) The Subject Property shall have a right to an overall total of only ____ RGAs ("**Subject Property RGA Total**"). The Subject Property shall not have any right to any RGAs given under the Agreement beyond the Subject Property RGA Total.

(b) The Subject Property shall have a right to only ____ RGAs from the Annual RGA Eligibility ("**Subject Property Annual RGA Eligibility Total**"). The Subject Property shall not have any right to any RGAs from the Annual RGA Eligibility given under the Agreement beyond the Subject Property Annual RGA Eligibility Total.

(c) The Subject Property is subject to the following additional RGA terms and conditions [list].

(d) The Subject Property shall have a right to a total of only ____ Building Permits ("**Subject Property Building Permit Total**"). The Subject Property shall not have any right to any Building Permits beyond the Subject Property Building Permit Total

(e) Additionally, the Subject Property shall have a right to only ____ Building Permits per year from the Building Permits otherwise available under the Agreement ("**Subject Property Annual Building Permit Total**"). The Subject Property shall not have any right to any Building Permits beyond the Subject Property Annual Building Permit Total.

(f) The Subject Property is subject to the following additional Building Permit terms and conditions [list].

Executed this _____ day of _____, _____, at _____, California.

SURLAND COMMUNITIES, LLC a
California limited liability company

By: _____

Its: _____

[SUBJECT PROPERTY OWNER]:

By: _____

Its: _____



RESOLUTION 2021-_____

AUTHORIZING STAFF TO NEGOTIATE AN AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF TRACY AND SURLAND COMMUNITIES, LLC FOR THE 321-ACRE ELLIS SPECIFIC PLAN PROPERTY LOCATED AT THE NORTHWEST CORNER OF CORRAL HOLLOW ROAD AND LINNE ROAD, PROVIDE NEGOTIATING PARAMETERS

WHEREAS, On February 16, 2021, Council Member Eleassia Davis and Mayor Pro Tem Veronica Vargas requested staff bring back an agenda item authorizing staff to negotiate an amendment to the existing Development Agreement between the City and Surland Communities, LLC (Surland), and

WHEREAS, On March 5, 2013, the City adopted an Ordinance approving a Development Agreement (DA) with Surland regarding the development of the Ellis project, which includes a mix of residential, commercial, office/professional, institutional, and recreational uses, parklands, and a Swim Center, and

WHEREAS, On March 13, 2018, the City adopted an Amendment to that DA, which included several changes to how Residential Growth Allotments (RGAs) are processed and how the Swim Center would be constructed, among other changes, and

WHEREAS, Negotiating an amended DA is funded by the applicant in accordance with a City approved Cost Recovery Agreement, thus there is no impact to the General Fund, however it should be noted that because a Development Agreement is a contract between two parties, Surland must also agree to negotiate an amendment to the DA in order for the Surland DA to be amended;

NOW, THEREFORE BE IT RESOLVED, That the City Council of the City of Tracy hereby authorizes staff to negotiate an Amendment to the Development Agreement between the City of Tracy and Surland Communities, LLC for the 321-acre Ellis Specific Plan property located at the northwest corner of Corral Hollow Road and Linne Road, and provide negotiating parameters.

* * * * *

The foregoing Resolution 2021-_____ was passed and adopted by the City Council of the City of Tracy on the 16th day of March 2021, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 3.F

REQUEST

FORM COUNCIL HOMELESSNESS ADVISORY COMMITTEE; APPOINT TWO COUNCIL MEMBERS TO SERVE ON THE COMMITTEE, AND PROVIDE DIRECTION TO STAFF

EXECUTIVE SUMMARY

At its February 16, 2021 City Council Meeting, Council Member Arriola, seconded by Mayor Pro Tem Vargas moved to create a standing City Council committee entitled the Tracy Homelessness Advisory Committee. Council will nominate two City Council members to sit on this standing committee. The committee will meet quarterly with the purpose to implement the Tracy Homelessness Strategic Plan, adopted by Council on May 5, 2020.

This report discusses the formation of the Council homelessness committee, including the purpose and scope of the proposed committee, type of committee (ad hoc or standing), and committee representation.

DISCUSSION

At its February 16, 2021 City Council meeting, a motion was made by Council Member Arriola and seconded by Mayor Pro Tem Vargas for the creation of a standing council committee titled the Tracy Homelessness Advisory Committee. The stated purpose of the committee is as follows:

1. To implement the Tracy Homelessness Strategic Plan including the possible amendment of such plan
2. To address homelessness in the City of Tracy

The Tracy Homelessness Advisory Committee would be a two person standing committee and meet quarterly for approximately one hour. The proposed committee would be subject to the Brown Act and meetings would thus be noticed and the public would have an opportunity to provide input. Special meetings would be scheduled as needed and the committee members would provide updates to the full Council at the Council meeting following the standing committee meeting.

STRATEGIC PLAN

This agenda item supports the Public Safety Strategic Priority, Implement the adopted Homelessness Strategic Plan.

FISCAL IMPACT

Staff support for the proposed standing homelessness committee will be coordinated by City Manager's Office and funded by the General Fund.

RECOMMENDATION

It is recommended that Council:

1. Approve a Resolution creating a standing Council committee entitled the Tracy Homelessness Advisory Committee.
2. Discuss and appoint two Council Members to serve on the committee
3. Select a regularly reoccurring committee meeting date and time

Prepared by: Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

A: Homelessness Strategic Plan

B: Homelessness Strategic Plan - Summary



CITY OF TRACY

HOMELESSNESS STRATEGIC PLAN

As approved and amended May 5, 2020

TABLE OF CONTENTS

EXECUTIVE SUMMARY 1

BACKGROUND 2

OVERVIEW OF HOMELESSNESS IN TRACY 3

COST OF HOMELESSNESS IN TRACY 3

EXISTING RESOURCES IN TRACY 4

IDENTIFIED GAPS & CHALLENGES 4

THEMES IDENTIFIED VIA COMMUNITY INPUT 6

GOALS & OBJECTIVES 7

CONCLUSION..... 8

IMPLEMENTATION PLAN 10

IMPLEMENTATION PLAN 17

TABLE A: California State-Funded Resources..... 20

EXECUTIVE SUMMARY

This Homelessness Strategic Plan outlines an ongoing comprehensive strategy to make homelessness rare, brief, and non-recurring in the City of Tracy. The direction and goals included in this plan build upon the recent progress the City has made towards ending homelessness while also recognizing new practices, emerging challenges, and opportunities to develop a system that uses all available resources to house people experiencing homelessness.

In response to the growing number of people experiencing homelessness within the City of Tracy, a collaboration of stakeholders, local service providers, community members and elected officials have mobilized to address the challenges related to homelessness. These stakeholders include a collective of various organizations including those with educational, legal, business, and faith-based interests; local homeless service providers; city, county, and state agencies; private businesses and non-profit organizations; as well as private individuals and consumer advocates. This strong collaboration represents one of the greatest tools within the City of Tracy to combat homelessness.

Trends in homelessness in the City of Tracy speak to the need for a comprehensive, coordinated community effort to address the issue. The 2019 biannual point in time count reports that there are 155 unsheltered persons living on the streets, cars, or places not meant for human habitation and 21 sheltered persons within city limits. The number of people experiencing unsheltered homelessness has increased dramatically (520%) since 2011. This large increase is attributable to under counting in previous years. Service providers working in Tracy reported that a change in the count methodology—including the establishment of a homeless outreach project on the day of the count and an increase in the number of volunteers—has helped to produce a more accurate count of people experiencing homelessness in the City.

While conversation and ideas are being discussed within the City of Tracy, the experience of homelessness continues to affect many individuals and families, while others live one pay-check or unforeseeable circumstance away from falling into homelessness, *i.e.* at-risk of homelessness. These realities propel city and county officials, nonprofit service providers, local businesses, faith-based organizations, and other stakeholders to continually strive to address the issue of homelessness.

This plan proposes a series of steps to strategically utilize existing resources and place the City in a position to access new resources. It intentionally builds upon the strengths of the community, namely the City and the San Joaquin County Continuum of Care, and the capacity of its individual stakeholders; to leverage existing resources to address challenges—such as the shortages of affordable housing and permanent supportive housing. However, the first priority of the City must be to create emergency shelter.

Specific strategies are organized under four primary goals:

STRATEGIC PLAN GOALS
GOAL 1: Increase Housing Options in Tracy
GOAL 2: Increase Access to Coordinated Support Services for People Experiencing Homelessness
GOAL 3: Develop Action Plans for Engaging with People Experiencing Homelessness
GOAL 4: Enact Specific Strategies for Vulnerable Subpopulations Experiencing Homelessness

As the City of Tracy embarks on the implementation of this plan, the City must communicate and promote this vision and strategy for implementation; update the plan as needed; continuously identify and seek out resources; and provide the leadership to make mid-course adjustments. The plan identifies outcomes that should be measured to ensure constant and consistent attention to the action steps and to measure success. Success will depend on the willingness and commitment of key stakeholders to embrace innovation and adopt a culture open to change.

BACKGROUND

In January of 2019, California’s Department of Housing and Community Development (HCD) presented the opportunity for Continuums of Care (CoC) and counties across the State of California to request technical assistance in three different areas of focus: capacity building, housing first, and housing stability. Eligible recipients of the technical assistance included those CoCs and counties that were direct recipients or administrators of California’s Emergency Solutions Grant Program (ESG) or No Place Like Home funding. In July of 2019, the City of Tracy, as a member of the San Joaquin Continuum of Care, submitted a request for support in developing a strategic plan to end homelessness. HCD approved the City of Tracy’s request as an exception—as the only city provided direct assistance—and it did so with the understanding that the City would coordinate with the CoC to compliment efforts.

The Technical Assistance Collaborative (TAC) was retained by HCD to engage with CoCs and Counties that submitted requests for “capacity building” technical assistance. TAC worked with HCD and the City of Tracy to develop a work plan, and engagement began in August of 2019. The goal of the public process was to enhance transparency and help the City of Tracy establish intentional and meaningful strategies to end homelessness, which culminated in a written plan.

Prior to this engagement, much of the planning around homelessness occurred at the CoC and county level. While the City of Tracy is unique in their capacity and needs, the city has expressed a commitment to collaborate efforts with the county to address homelessness within the framework of the San Joaquin CoC. Therefore, the planning process which produced this document focused on a more systemic-level approach to prevent and end homelessness within the city. As such, TAC conducted a thorough document and resource review. In addition to remote planning sessions and communication with the City, TAC facilitated an on-site strategic planning meeting in November 2019. Subsequently, three community forums were held in

December and January to obtain public input and promote transparency. Throughout the process, it was important to include the voice of those with lived experiences by inviting persons currently living on the streets or in places not meant for human habitation in Tracy to the community meetings.

In developing the plan, TAC drafted initial goals and objectives, based on the community planning session and additional feedback from the community workshops. The public comments were incorporated into the plan and, subsequently, the City's Ad Hoc Committee on Homelessness revised the draft goals and objectives. This collaborative effort produced the goals, objectives, and action steps outlined in this plan to end homelessness in the City of Tracy.

OVERVIEW OF HOMELESSNESS IN TRACY

The State of California is in the midst of an unprecedented homelessness and housing crisis. The number of individuals and families experiencing homelessness far exceeds any other state in the country. As of the January 2019 point in time count, the number of persons experiencing homelessness in California was 151,278. Nearly half of all people experiencing homelessness in the country were in three states: California (27% or 151,278 people); New York (16% or 92,091 people); and Florida (5% or 28,328 people). While the highest counts of homelessness exist in some of California's larger metropolitan areas, Tracy is not untouched by the crisis.

COST OF HOMELESSNESS IN TRACY

Nationally, a chronically homeless person costs the tax payer an average of \$35,578 per year. Costs on average are reduced by 49.5% when they are placed in supportive housing. Supportive housing costs on average \$12,800, making the net savings roughly \$4,800 per year.

Key findings from a study in Santa Clara, California found "overall, clients connected to permanent housing showed greater reduction in both emergency department use and charges compared to those who remained homeless or in less stable housing arrangements (a 34% reduction compared to a 12% reduction in emergency department visits, a 31% reduction compared to a 2% reduction in emergency department charges)." "The group connected to housing showed significantly greater reductions in the inpatient charges (a 27% decrease for those connected vs. a 49% increase for those not connected)."

Regarding the specific needs of the City of Tracy, there is a cost to the city as people continue to experience homelessness. The City is working to document the costs of the following services:

- Hospital Emergency Room Services
- Emergency Medical Resources
- Law Enforcement and Prosecution Resources
- County Jail, Court, and Criminal Justice System Resources

Often, these costs are actually higher than the cost of dedicating resources to provide people with permanent housing.

EXISTING RESOURCES IN TRACY

The strategic planning process requires the identification of existing resources to households experiencing or at-risk of homelessness, as well as any gaps in resources and those that may require strengthening or refining. The effort to prevent and end homelessness in Tracy must also take into considerations the state and federal funding climates and evolving policy priorities. No community can address homelessness by relying solely on dedicated homeless resources, but must access and leverage other more mainstream housing and service resources.

- **HUD RESOURCES**

The San Joaquin CoC has successfully obtained competitive federal homeless assistance funds through the Continuum of Care Program. In Fiscal Year 2018 the CoC received \$4,490,004 and, of that amount, 67% is for permanent supportive housing, 28% is for rapid rehousing, 2% is for the Homeless Management Information System, and 3% is for planning CoC activities. At the time of publication of this report the FY19 CoC Program awards were not fully announced.

- **CALIFORNIA RESOURCES**

The State of California, through inter-state agency partnerships and collaboration, has created and funded programs to complement federal and local/philanthropic funding for county and CoC crisis response systems. **TABLE A** outlines some of the funding opportunities available to support CoCs in California. The San Joaquin CoC currently receives funding through several of these opportunities.

- **TRACY RESOURCES**

There are 28 local service providers that make up the Tracy Community Homeless Task Force. The services offered include shelters; subsidized housing; community meals; food delivery to encampments; food pantries, markets, and produce; and hygiene programs.

IDENTIFIED GAPS & CHALLENGES

The City of Tracy faces significant challenges in its work to prevent and end homelessness. These difficulties and resource gaps have been identified in an effort to inform the goals and objectives included in this plan. They have been outlined below in four categories.

- **CRISIS RESPONSE**

This resource gap relates to the city's crisis response system and capacity for assisting households at-risk of and currently experiencing homelessness. It is imperative that people understand the risk of homelessness, and the relative fragility of many households' housing situations. Households at risk of homelessness are often one paycheck, utility bill, or medical bill away from an episode of homelessness. Those with

untreated behavioral health needs may be forced to leave housing due to related behaviors and risks. For those households that do enter the homeless crisis response system, the availability and access to safe shelter and outreach services are essential.

➔ CURRENT RESOURCE GAPS AND CHALLENGES RELATED TO CRISIS RESPONSE

- Not enough family shelters
- Lack of low barrier shelters
 - Need to allow families to stay together (without restrictions on the age of children)
 - Need to allow people to shelter with their pets
 - Need to have a place for people to store their possessions
- Need more behavioral health services and quick access to the services while people are in crisis
- Need for access to services after normal business hours/evening and weekends

• **HOUSING**

This resource gap relates to the availability of both public and private housing resources. The City is experiencing a severe lack of affordable housing for households at-risk of and experiencing homelessness, particularly those extremely and very low income households. The long term success in addressing homelessness in the City will involve both increasing the affordable housing stock and obtaining rental subsidies.

➔ CURRENT RESOURCE GAPS AND CHALLENGES RELATED TO HOUSING

- Lack of affordable housing
- No local provider funded to provide permanent supportive housing
- Huge deficit of landlords
- Existing housing stock is limited and unaffordable

• **SUPPORTIVE SERVICES**

This resource gap relates to the availability and access to services and other supports that aid households in their ability to successfully maintain housing. Supportive services are often the key to ensuring that households at-risk of homelessness are able to maintain their housing and avoid the need for crisis services. Similarly, supportive services also serve as the primary mechanism for ensuring that formerly homeless households are able to successfully maintain housing.

➔ CURRENT RESOURCE GAPS AND CHALLENGES RELATED TO SUPPORTIVE SERVICES

- Need for employment services
- Lack of transitional age youth resources
- No South County service center

- **SYSTEM LEVEL**

This resource gap relates to challenges experienced at the systems or community level that likely expand beyond the homeless services system. These challenges may involve systems of care other than the homeless crisis response system, and are likely bigger than any one project or resource.

➔ **CURRENT RESOURCE GAPS AND CHALLENGES RELATED TO SYSTEM LEVEL**

- Need for increased participation in Homeless Management Information System (HMIS) to help inform data-driven systemic level decisions
- Feeding schedules need to be coordinated to reduce waste of resources
- Lack of transportation throughout the City and connections with other cities within San Joaquin County

THEMES IDENTIFIED VIA COMMUNITY INPUT

TAC identified the following themes based on discussions regarding goals from the community planning session and additional feedback from the community workshops. The four identified themes include:

1. Move people who are experiencing homelessness into permanent housing as quickly as possible
2. Increase understanding regarding issues people experiencing homelessness face and/or increase the general understanding of homelessness
3. Strengthen capacity to increase resources for the homeless crisis response system
4. Prevent and divert new households from becoming homeless

GOALS & OBJECTIVES

Homelessness ends with a crisis response system that is able to provide housing and ensure that the root causes of homelessness are rare, brief, and non-reoccurring. These goals and objectives should maximize “housing first” principles. “Housing First” is a best practice and a requirement of many funding sources at both the state and federal levels. This approach should be implemented both at the systemic-level as well as at the local project level.

GOAL 1: INCREASE HOUSING OPTIONS IN TRACY

Objectives for GOAL 1:

- (1) SHORT-TERM: Identify immediate temporary “Emergency Housing” options and integrate crisis support services.
- (2) MID-TERM: Identify “Transitional Housing” options and integrate wrap-around support services with Navigation Center.
- (3) LONG-TERM: Increase affordable housing stock and assist in securing “Permanent Housing” with continued support services from Case Managers.
- (4) CONTINUOUS: Proactively pursue local, state, and federal funding to support housing options and support services.
- (5) Create property-owner economic initiative to increase the number of private housing options to support housing for people transitioning out of homelessness.

GOAL 2: INCREASE ACCESS TO COORDINATED SUPPORT SERVICES FOR PEOPLE EXPERIENCING HOMELESSNESS

Objectives for GOAL 2:

- (1) Create a centralized location to serve as a “Navigation Center” where people experiencing homelessness can gain access to appropriate services and resources based on their immediate needs.
- (2) Secure access to addiction, mental health, family reunification, job training, and other appropriate support services at the Navigation Center.
- (3) Enhance coordination between local service providers and county agencies.
- (4) Evaluate effectiveness of current spending and consider reallocating resources, while continuing to pursue other funding options.

GOAL 3: DEVELOP ACTION PLANS FOR ENGAGING WITH PEOPLE EXPERIENCING HOMELESSNESS

Objectives for GOAL 3:

- (1) Establish “Law Enforcement Protocol” for initiating contact with people experiencing homelessness that complies with the recent *Martin v. Boise* decision.
- (2) Establish “Crisis Response Protocol” for local service providers to render rapid crisis support — including after-hour services for people experiencing or at-risk of homelessness.
- (3) Partner with county agencies (including the District Attorney’s Office and the San Joaquin County Jail) to evaluate opportunities for diversion programs or other alternatives to incarceration for people experiencing homelessness—including a warm “hand off” to service providers to render immediate crisis support services or emergency housing.

GOAL 4: ENACT SPECIFIC STRATEGIES FOR VULNERABLE SUBPOPULATIONS EXPERIENCING HOMELESSNESS

Objectives for GOAL 4:

- (1) Identify people experiencing or at-risk of homelessness in vulnerable subpopulations within the City of Tracy—including, but not limited to, veterans, youth, the LGBTQ community, victims of crime, and people with behavioral health needs.
- (2) Ensure access to “Case Managers” for vulnerable subpopulations who will educate and provide connections to appropriate support services and housing options.
- (3) Identify and apply for funding opportunities to secure resources that are specifically available to support people from vulnerable subpopulations.
- (4) Develop a targeted initiative program to prevent “new” individuals in vulnerable subpopulations from becoming homeless.

CONCLUSION

For a community the size of the City of Tracy, the City must prioritize the need to prevent and end homelessness. While there are significant challenges ahead—due both to local circumstances and national trends—the City is working to meet these challenges, and is fortunate to have a team of committed organizations and agencies.

This Strategic Plan provides a framework to target resources to manage and decrease homelessness. The City of Tracy, with the cooperation of local elected officials and stakeholders, will oversee implementation of this plan.

The following key metrics should be used to evaluate the effectiveness of this Plan:

- Increase in the number of affordable housing units dedicated to people who are experiencing homelessness
- Decrease in homelessness in the community—including in key subpopulations such as families, veterans, and people who are chronically homeless
- Decrease in the number of persons who become homeless for the first time
- Decrease in the average and median length of time persons remain homeless
- Decrease in the percentage of persons who return to homelessness
- Increase in the percentage of adults who gain or increase employment or non-employment cash income over time
- Increase in the percentage of persons who exit to or retain permanent housing

To be successful, this Strategic Plan will require broad community support for expanding data collection, sharing data, and using accurate data as a planning tool. The City of Tracy and its elected officials should continue to sponsor community meetings to build public support, consensus, and commitment to the plan and to create a sense of urgency about these time-sensitive strategies. Since it is a perennial plan, quarterly meetings to report on progress and challenges will keep momentum going and allow for mid-course adjustments as needed. The community's support will be vital in affirming the Strategic Plan so that all stakeholders understand and fulfill their specific roles.

IMPLEMENTATION PLAN

GOAL 1: INCREASE HOUSING OPTIONS IN TRACY

OBJECTIVE 1: [SHORT-TERM] Identify immediate temporary “Emergency Housing” options and integrate crisis support services.

TASKS:

EMERGENCY SHELTER

- Identify local facility to use as Emergency Shelter for short-term *temporary* housing option
 - Prioritize low-barrier entry qualifications to Emergency Shelter
 - Access should be 24 hours a day, 7 days per week
 - Facility should include: beds/lofts, bathrooms, showers, heat/air-conditioning
 - Designate goal for number of beds at facility
 - Consider time-restraint to encourage transitioning to more permanent housing options
- **Consider re-purposing newly approved “Warming Center” as “Emergency Shelter”**
- Identify partners to manage daily operations at Emergency Shelter
- Draft RFP/MOU for organization to manage operations at Emergency Shelter
- Ensure access to local support services at Emergency Shelter
- Evaluate funding options [See GOAL 1:4]

SAFE PARKING AREA

- Identify local private/public parking lot to use as Safe Parking Area for individuals not amenable to entering Emergency Shelter
 - Prioritize low-barrier entry qualifications to Safe Parking Area
 - Designate time limitations on access to Safe Parking Area (*e.g.*, between 7:00pm and 7:00am)
 - Facility should include: bathroom access, security
- **Consider continuing newly approved “Safe Parking Area” through December 2020.**
- Draft RFP/MOU for organization to manage operations at Safe Parking Area
- Ensure access to local support services at Safe Parking Area
- Evaluate funding options [See GOAL 1:4]

CRISIS SUPPORT SERVICES

- Provide access to “Crisis Support” services to individuals experiencing crisis at Emergency Shelter
- Outreach and partner with local hospitals and institutions to collaborate on housing-focused discharge plans from hospitals and medical facilities
- Utilize “Crisis Support Protocol” [GOAL 3:2]
- Evaluate funding options [See GOAL 1:4]

OBJECTIVE 2: [MID-TERM] Identify “Transitional Housing” options and integrate wrap-around support services with the Navigation Center.

TASKS:

TRANSITIONAL HOUSING OPTIONS

- Identify local facilities to use as “Transitional Housing” for mid-term *transitional* housing option
 - Facilities should include: individual rooms, bathrooms, showers, heat/air-conditioning
 - Designate goal for number of beds at facility

- Designate goal for percentage of people transitioned into permanent housing each year
 - Consider time-restraint to encourage transition to permanent housing options
- Consider use of “tiny homes” development and zoning
- Draft RFP/MOU for organization to manage operations at Emergency Shelter
- Ensure access to any previous local “case management” resources
- Ensure access to local support services at Navigation Center
- Evaluate funding options [See GOAL 1:4]
 - Consider requiring residents to pay percentage of income towards rent

ACCESS TO SUPPORT SERVICES

- Provide access to local support services to residents at Transitional Housing facilities
 - Consider requiring regular check-ins and evaluations with a case manager
 - Provide aftercare services to people experiencing homelessness who have secured housing to ensure they remain housed
 - Ensure that case management from partner organizations includes support for households attempting to leave shelters and enter permanent housing
- Evaluate funding options [See GOAL 1:4]

OBJECTIVE 3: [LONG-TERM] Increase affordable housing stock and assist in securing “Permanent Housing” with continued support services from Case Managers.

TASKS:

INCREASE AFFORDABLE HOUSING STOCK

- Increase available “Affordable Housing” stock in the City of Tracy
- **Consider adopting the “Affordable Housing” strategies reviewed at previous City Council Affordable Housing workshop**
- Outreach and partner with a local housing provider) to consider the following opportunities:
 - Identify projects and opportunities that will result in more “Affordable Housing” units
 - Provide treatment-based housing for people with physical and behavioral health needs
 - Creating affordable housing policies that may encourage developers to build units that would support people experiencing or at-risk of homelessness

PERMANENT HOUSING

- Identify “Affordable Housing” facilities to use as long-term *permanent* housing option
 - Designate goal for percentage of people transitioned into permanent housing each year
 - Increase the number of “Affordable Housing” units dedicated to people experiencing homeless
- Ensure access to any previous local “case management” resources
- Ensure access to local support services at Navigation Center

ACCESS TO SUPPORT SERVICES

- Provide access to local support services to residents at Transitional Housing facilities
 - Consider requiring regular check-ins and evaluations with a case manager
 - Provide aftercare services to people experiencing homelessness who have secured housing to ensure they remain housed
 - Ensure that case management from partner organizations includes support for households attempting to leave shelters and enter permanent housing
- Evaluate funding options [See GOAL 1:4]

OBJECTIVE 4: [CONTINUOUS] Proactively pursue local, state, and federal funding to support housing options and support services.

TASKS:

FUNDING OPPORTUNITIES

- Compile information related to funding opportunities for addressing homelessness
 - Identify local, state, and federal agencies that distribute funding to address homelessness
 - Identify grants that distribute funding to address homelessness
- Create list of funding sources that the City of Tracy may be qualify for to address homelessness
 - Create calendar of dates for applying to funding sources
 - Consider assigning dedicated individual or organization to complete funding applications

REDISTRIBUTION OF RESOURCES

- Evaluate current resources spent on homelessness and consider reallocation [*See GOAL 2:4*]

OBJECTIVE 5: Create property-owner economic initiative to increase number of private housing options to support housing for transitioning homeless people.

TASKS:

LANDLORD INCENTIVE PROGRAM

- Create outreach efforts to link landlords with low-income tenants and tenants with rapid re-housing or housing vouchers
- Consider a local funding source to create gap financing to:
 - Make a rapid re-housing and housing voucher support match market rental rates
 - Provide finance support for permanent affordable housing developments
 - Provide eviction prevention services, including rental assistance and landlord mediation

GOAL 2: INCREASE ACCESS TO COORDINATED SUPPORT SERVICES FOR PEOPLE EXPERIENCING HOMELESSNESS

OBJECTIVE 1: Create a centralized location to serve as a “Navigation Center” where people experiencing homelessness can gain access to appropriate services and resources based on their immediate needs.

TASKS:

NAVIGATION CENTER

- Identify location and secure facility to serve as a Navigation Center
- Partner with local service providers, non-profit organizations, and faith-based groups to coordinate procurement of services and resources at the Navigation Center
- Retain “Case Managers” to ensure that people experiencing homelessness are supported in accessing addiction, mental health, family reunification, job training, and other appropriate support services
- Ensure that resources and services are available to people who have formerly experienced homelessness to maintain their stable housing

OBJECTIVE 2: Secure access to addiction, mental health, family reunification, job training, and other appropriate support services at the Navigation Center.

TASKS:

ACCESS TO SUPPORT SERVICES

- Identify service providers and county agencies that provide necessary support services for some people experiencing homelessness
 - Identify service providers/agencies for alcohol and narcotics addiction services
 - Identify service providers/agencies for mental and behavioral health services
 - Identify service providers/agencies for family reunification services
 - Identify service providers/agencies for job training services
 - Identify other appropriate service providers/agencies as needed
- Work with providers/agencies to bring access to such services directly at the Navigation Center

OBJECTIVE 3: Enhance coordination between local service providers and county agencies.

TASKS:

COORDINATION EFFORTS

- Invite local service providers, county agencies, non-profit organizations, and faith-based groups to coordinate providing services to people experiencing homelessness at the Navigation Center
- Ensure access to services for people at-risk of homelessness and people exiting homelessness
- Strengthen partnerships between the City, county agencies, and local service providers by coordinating access, collection, analysis of data; using HMIS & CoC data programs; and enhancing data cross-checking
- Partner with other agencies to evaluate how to leverage resources and pursue funding opportunities.
- Commit to actively participating with the Continuum of Care

OBJECTIVE 4: Evaluate effectiveness of current spending and consider reallocating resources, while continuing to pursue other funding options.

TASKS:

RESOURCE ASSESSMENT

- Conduct an audit and create a report that identifies all city resource allocations currently used to address homelessness within the City of Tracy
- Identify opportunities and adopt a plan to effectively reallocate funds that are used on repetitive temporary tasks—such as posting notices for cleaning of encampment debris

GOAL 3: DEVELOP ACTION PLANS FOR ENGAGING WITH PEOPLE EXPERIENCING HOMELESSNESS

OBJECTIVE 1: Establish “Law Enforcement Protocol” for initiating contact with people experiencing homelessness that complies with the recent *Martin v. Boise* decision.

TASKS:

LAW ENFORCEMENT PROTOCOL

- Request memorandum defining the requirements of the recent *Martin v. Boise* decision from the Tracy City Attorney
- Direct City Attorney and City Manager to work collaboratively with law enforcement partners to develop protocol for law enforcement officers to utilize while engaging with people experiencing homelessness that considers the strategies and goals of the Tracy Homelessness Strategic Plan
- Develop report for transparency purposes that defines the protocol and the legal compliance required
- Educate law enforcement officers in utilization of the protocol

OBJECTIVE 2: Establish “Crisis Response Protocol” for local service providers to render rapid crisis support — including after-hour services for people experiencing or at-risk of homelessness.

TASKS:

CRISIS RESPONSE PROTOCOL

- Invite local service providers to convene and develop a “Crisis Response Protocol” based on best practices and in consideration of the strategies and goals of the Tracy Homelessness Strategic Plan
- Identify qualified partners to render the crisis support services as identified within the protocol
 - Consider the use of peer support specialist to provide after-hour support services
- Provide access to “Crisis Support” services to individuals experiencing crisis at Emergency Shelter

OBJECTIVE 3: Partner with county agencies (including the District Attorney’s Office and the San Joaquin County Jail) to evaluate opportunities for diversion programs or other alternatives to incarceration for people experiencing homelessness — including a warm “hand off” to service providers to render immediate crisis support services or emergency housing.

TASKS:

OPPORTUNITIES WITH COUNTY AGENCIES

- Invite San Joaquin County agencies (including the District Attorney’s Office, the County Jail, Superior Court, Continuum of Care, Human Services Agency, and Behavior Health) to convene and assess opportunities for serving people experiencing homelessness in the City of Tracy
- Consider opportunities for diversion programs or alternatives to incarceration for people experiencing homelessness that have pending criminal charges
 - Consider programmatic solutions including: LEAD (Law Enforcement Assisted Diversion); Community Prosecution; Collaborative Courts (including Drug Court, Mental Health Court, Homelessness Court, and Veterans Court)
- Consider partnership/MOU with County Agencies to facilities such alternatives

GOAL 4: ENACT SPECIFIC STRATEGIES FOR VULNERABLE SUBPOPULATIONS EXPERIENCING HOMELESSNESS

OBJECTIVE 1: Identify people experiencing or at-risk of homelessness in vulnerable subpopulations within the City of Tracy — including, but not limited to, veterans, youth, the LGBTQ community, victims of crime, and people with behavioral health needs.

TASKS:

VULNERABLE SUBPOPULATIONS

- Invite organizations that serve similar subpopulations to convene together and collaborate with the City of Tracy to support subpopulation-specific needs
- Coordinate with HMIS to track progress of individuals from vulnerable subpopulations

OBJECTIVE 2: Ensure access to “Case Managers” for vulnerable subpopulations who will educate and provide connections to appropriate support services and housing options.

TASKS:

CASE MANAGEMENT

- Ensure that partners’ “Case Management” program includes linkage to navigation, healthcare, and mainstream benefit programs—such as:
 - CalFresh, CalWORKs, General Assistance, Medi-Cal, Supplemental Security Income (SSI), Social Security Disability Income (SSDI), and Veteran’s Benefits
 - Assistance in obtaining important identification documents, including identification cards and birth certificates to ensure that people experiencing homelessness are able to apply for benefits, employment, and housing
 - Education regarding the use of public transportation systems to empower people experiencing homelessness to transport themselves independently
- Ensure that partners have resources to link homeless individuals to primary care, urgent and emergency care, detox, residential and outpatient substance use treatment, and mental health services

OBJECTIVE 3: Identify and apply for funding opportunities to secure resources that are specifically available to support people from vulnerable subpopulations.

TASKS:

FUNDING FOR VULNERABLE SUBPOPULATIONS

- Work with organizations that serve subpopulations to collaborate on funding opportunities with the City of Tracy to support subpopulation-specific needs
- Create a list of opportunities and qualification (such as HEAP, ESG, CDBG) that may be available to specific vulnerable subpopulations

OBJECTIVE 4: Develop a targeted initiative program to prevent “new” individuals in vulnerable subpopulations from becoming homeless.

TASKS:

PUBLIC AWARENESS CAMPAIGN

- Create a public awareness campaign around homelessness issues and available local resources.

- o Develop awareness and understanding of the issues that people experiencing homelessness face
- o Sponsor a community campaign on literal homelessness, risk of homelessness, and prevention of homelessness
- o Distribute information on the risk of homelessness, key indicators of possible risk, and available resources to schools, faith-based organizations, and county agencies frequented by the public

AMENDMENT 1
To Tracy Homelessness Strategic Plan
Approved May 5, 2020

The Tracy Homelessness Strategic Plan was developed and drafted in late 2019 to early 2020, just prior to the emergence of the global COVID-19 pandemic health crisis in the U.S. This section was added to recognize the unique circumstances and potential opportunities presented by the COVID-19 pandemic.

IMPLEMENTATION PLAN

GOAL 1: INCREASE HOUSING OPTIONS IN TRACY

OBJECTIVE 1: [SHORT-TERM] Identify immediate temporary “Emergency Housing” options and integrate crisis support services.

TASKS:

“PANDEMIC” EMERGENCY SHELTER

- Consider re-purposing previously approved “Warming Center” as temporary “Pandemic Emergency Shelter” during COVID-19 pandemic
- Communicate information to the public and local organizations to support/access this temporary shelter

“PROJECT ROOMKEY” HOUSING OPPORTUNITY

- Investigate whether City of Tracy may access “Project Roomkey” temporary housing resources from State of California for people experiencing homelessness
- If opportunity is unavailable, then evaluate the viability of partnering with local hotels to provide temporary shelter during COVID-19 pandemic

UNAUTHORIZED SETTLEMENT IN PUBLIC SPACES

- Identify locations where significant unauthorized settlement is occurring in public spaces
- Provide access to temporary restroom facilities near these unauthorized settlements to reduce spread of COVID-19 during the pandemic
- Provide access to temporary hygiene stations near these unauthorized settlements to reduce spread of COVID-19 during the pandemic
- Provide information for individuals to transition to “Pandemic Emergency Shelter” once established

DONATION CENTER

- Identify location/organization for donations of essential items for people experiencing homelessness
 - Including: Sanitizer, Face masks, Soap, Shampoo/Conditioner, Feminine hygiene items
- Communicate information to the public and local organizations to support/access these donations

OBJECTIVE 4: [CONTINUOUS] Proactively pursue local, state, and federal funding to support housing options and support services.

TASKS:

CENTRALIZE COMMUNICATIONS RELATED TO HOMELESSNESS

- Create specific contact resources for communications related to homelessness in the City of Tracy
 - o Including: Email, Phone number, Informational webpage, Social media platforms

“PANDEMIC” FUNDING OPPORTUNITIES

- Identify local, state, and federal funding opportunities to address homelessness support services during COVID-19 pandemic
- Assign department to evaluate and complete applications for any available funding opportunities specific to COVID-19 pandemic

REDISTRIBUTION OF RESOURCES

- Monitor amount of resources spent on COVID-19 pandemic (including staff hours) for potential reimbursement by future funding opportunities
- Evaluate current resources spent on homelessness and consider reallocation to homelessness support services during COVID-19 pandemic

GOAL 2: INCREASE ACCESS TO COORDINATED SUPPORT SERVICES FOR PEOPLE EXPERIENCING HOMELESSNESS

OBJECTIVE 3: Enhance coordination between local service providers and county agencies.

TASKS:

PRIORITIZE COORDINATION EFFORTS RELATED TO COVID-19 PANDEMIC

- Partner with other agencies to evaluate how to leverage resources and pursue funding opportunities.
- Commit to actively coordinating support services and funding opportunities with local service providers, and local, state, and federal government agencies.

GOAL 4: ENACT SPECIFIC STRATEGIES FOR VULNERABLE SUBPOPULATIONS EXPERIENCING HOMELESSNESS

OBJECTIVE 1: Identify people experiencing or at-risk of homelessness in vulnerable subpopulations within the City of Tracy — including, but not limited to, veterans, youth, the LGBTQ community, victims of crime, and people with behavioral health needs.

TASKS:

IDENTIFY VULNERABLE SUBPOPULATIONS DURING COVID-19 PANDEMIC

- Identify vulnerable subpopulations during COVID-19 pandemic

- o Suggested subpopulations include:
 - Veterans of Armed Forces
 - Youth (Aged 17 and below)
 - LGBTQ Community
 - Victims of Crime
 - People with Mental/Behavioral Health Needs
 - People with Disabilities
 - Non-Native English Speakers
 - Undocumented Immigrants

OBJECTIVE 3: Identify and apply for funding opportunities to secure resources that are specifically available to support people from vulnerable subpopulations.

TASKS:

IDENTIFY SUPPORT SERVICES DURING COVID-19 PANDEMIC

- Identify organizations & government agencies that generally provide support to these identified groups

CONTACT ORGANIZATIONS/AGENCIES FOR SUPPORT DURING COVID-19 PANDEMIC

- Contact government agencies & organizations that support these identified groups for possible collaboration of services, and information about potential funding opportunities related to the COVID-19 pandemic
- Create a list of funding opportunities that may be available to offer support services for these identified groups during the COVID-19 pandemic
- Apply for available funding opportunities to support identified groups during the COVID-19 pandemic

TABLE A: California State-Funded Resources

Program	Eligible uses	Eligible Applicants
Multifamily Housing Program- Supportive Housing (SHMHP)	Provides construction, rehabilitation, or acquisition of permanent supportive housing.	Nonprofits and/or for-profit developers and organizations.
California Emergency Solutions and Housing Program (CESH)	Provides housing relocation and stabilization services (including rental assistance), operating subsidies for permanent housing, flexible housing subsidy funds, operating support for emergency housing interventions, systems support for homelessness services and housing delivery systems, and can support homelessness planning.	Administrative Entities -- local governments, nonprofit organizations, or unified funding agencies -- designated by the Continuum of Care to administer CESH funds in their service area.
Housing for a Healthy California	Provides construction, rehabilitation, or acquisition of affordable housing; operating assistance (including long-term rental assistance and operating costs); administrative costs.	Counties and/or developers.
Emergency Solutions Grant Program (ESG)	Provides street outreach; emergency shelter; homelessness prevention; rapid re-housing; data collection; administrative costs.	Local government and private non-profit organizations.
No Place Like Home (NPLH)	Provides acquisition, design, construction, rehabilitation, or preservation of supportive housing.	Counties and counties in partnership with the development sponsor.
Permanent Local Housing Allocation (PLHA) (SB 2)	70 percent of the proceeds will be allocated to local governments (through both over-the-counter and competitive processes) for specified local projects or programs. Ten percent to assist the development of farmworker housing and five percent HCD to administer a program to incentivize the permitting of affordable housing. Fifteen percent will be allocated to CalHFA to assist mixed-income multifamily developments.	Local governments, eligibility of other entities TBD

Program	Eligible uses	Eligible Applicants
Veterans Housing and Homelessness Prevention Program (VHHP)* *Also a project with CalVet and CalHFA	Provides acquisition and/or construction or rehabilitation of an Affordable Rental Housing Development or Transitional Housing, or the conversion of an existing structure into one of these housing types.	Counties and nonprofits.
Affordable Housing and Sustainable Communities (AHSC)	Transportation stop required. Offers 3 types of grants, one specifically for rural projects.	Govt. agencies, localities, project sponsors.
Transformative Climate Communities (TCC)	Limited to projects, or planning for projects, that reduces GHG or VMT. Requires reporting of GHG/VMT progress. Offers two types of grants, including a planning option that could lead to future TCC grant approvals.	Businesses, organizations, stakeholders.
Homeless Emergency Aid Program (HEAP)	Provides one-time funding to enable local governments to respond to homelessness through the following eligible activities; emergency housing vouchers, rapid rehousing, emergency shelter construction and use of armories to provide temporary shelters.	City, county or joint power must declare an emergency shelter crisis (waiver processes for smaller cities/counties that do not declare a shelter emergency). CoC must demonstrate collaboration with other city, county or nonprofit partners.
Homeless Housing and Assistance Prevention (HHAP)	Provides one-time block grant funding to local jurisdictions with funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges.	Continuums of Care; Largest Cities, with populations of 300,000 or more (as of January 2019); and Counties

HOMELESSNESS STRATEGIC PLAN — SUMMARY

GOAL 1

Increase Housing Options in the City of Tracy

1. SHORT-TERM: Identify immediate temporary “Emergency Housing” options & integrate crisis support services.
2. MID-TERM: Identify “Transitional Housing” options & integrate wrap-around support services with Navigation Center.
3. LONG-TERM: Increase affordable housing stock & assist in securing “Permanent Housing” with continued support services from Case Managers.
4. CONTINUOUS: Proactively pursue local, state, and federal funding to support housing options and support services.
5. Create property-owner economic initiative to increase the number of private housing options to support housing for people transitioning out of homelessness.

GOAL 2

Increase Access to Coordinated Support Services for People Experiencing Homelessness

1. Create a centralized location to serve as a “Navigation Center” where people experiencing homelessness can gain access to appropriate services and resources based on their immediate needs.
2. Secure access to addiction, mental health, family reunification, job training, & other appropriate support services at the Navigation Center.
3. Enhance coordination between local service providers and county agencies.
4. Evaluate effectiveness of current spending and consider reallocating resources, while continuing to pursue other funding options.

GOAL 3

Develop Action Plans for Engaging with People Experiencing Homelessness

1. Establish “Law Enforcement Protocol” for initiating contact with people experiencing homelessness that complies with the recent *Martin v. Boise* decision.
2. Establish “Crisis Response Protocol” for local service providers to render rapid crisis support — including after-hour services for people experiencing or at-risk of homelessness.
3. Partner with county agencies (including the D.A.’s Office & County Jail) to evaluate opportunities for diversion programs or other alternatives to incarceration for people experiencing homelessness — including a warm “hand off” to service providers to render immediate crisis support services or emergency housing.

GOAL 4

Enact Specific Strategies for Vulnerable Subpopulations Experiencing Homelessness

1. Identify people experiencing or at-risk of homelessness in vulnerable subpopulations within the City of Tracy — including, but not limited to, veterans, youth, the LGBT community, victims of crime, and people with behavioral health needs.
2. Ensure access to “Case Managers” for the vulnerable subpopulations who will educate and provide connections to appropriate support services and housing options.
3. Identify and apply for funding opportunities to secure resources that are specifically available to support people from the vulnerable subpopulations.
4. Develop a targeted initiative program to prevent “new” at-risk individuals from becoming homeless.

RESOLUTION _____

FORMING THE TRACY HOMELESSNESS ADVISORY COMMITTEE AND APPOINT TWO
COUNCIL MEMBERS TO SERVE ON THE NEWLY FORMED COMMITTEE

WHEREAS, The City Council recognize that a shelter crisis exists and forming a Council Homelessness advisory committee will facilitate an opportunity to evaluate options to address the current homelessness crisis; and

WHEREAS, On February 16, 2021 the Tracy City Council voted to form a standing Council committee entitled Tracy Homelessness Advisory Committee; and

WHEREAS, The scope of the Committee is as follows:

1. To implement the Tracy Homelessness Strategic Plan including the possible amendment of such plan
2. To address homelessness in the City of Tracy; and

WHEREAS, The Committee will be comprised of two Council Members; and

WHEREAS, The Committee will meet quarterly and provide updates to the full Council at the Council meeting following the standing committee meeting.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Tracy does hereby form the Tracy Homelessness Advisory Committee and appoint two Council Members to serve on the Committee.

The foregoing Resolution _____ was adopted by the Tracy City Council on the 16th day of March, 2021 by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK