TRACY CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, June 4, 2013, 7:00 p.m.

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

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

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

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

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

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

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

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

CALL TO ORDER
PLEDGE OF ALLEGIANCE
INVOCATION
ROLL CALL
PRESENTATIONS - Proclamations – Crime Stoppers Month
– U.S. Army Week
– Child Abuse Prevention "The Lisa Project"
D.A.R.E. Graduates

1. CONSENT CALENDAR

A. Approval of Minutes

B. Approve the Lathrop-Tracy Purchase, Sale and Amendment Agreement, Authorize a Supplemental Appropriation from the Wastewater Fund and Establishing a Loan to the Water Fund in the Amount of $5 Million and Authorize the Mayor to Execute the Agreement

C. Approval of Four Reimbursement Agreements with Urban Reserve 6 Property Owners for the Acquisition of Water Capacity and Supply

D. Adoption of the Appropriations Limit for Fiscal Year 2013-2014 for the City of Tracy

E. Approval of an Inspection Improvement Agreement for Muirfield 7 – Phase 4, Tract 3779, and Authorization for the Mayor to Execute the Agreement on Behalf of the City

F. Accept Travel Report from City Attorney Regarding Attendance at League of California Cities City Attorneys' Conference

G. Authorize Staff to Send Notice Terminating the Professional Services Agreement with RBF Consulting, Inc.; Find that Compliance with the Formal Request for Proposal Procedure is not in the Best Interest of the City; and Approve a Professional Services Agreement with Kimley-Horn and Associates, Inc. Consulting to Provide California Environmental Quality Act ("CEQA") Documentation for Infrastructure Improvement and Development Permits within the Cordes Ranch Specific Plan Area; and authorize the Mayor to Execute the Agreement

H. Approval of the San Joaquin Council of Governments (SJCOG) Annual Financial Plan for FY 2013-2014

I. Approve a Professional Services Agreement (PSA) with Carollo Engineers for Design and Preparation of Improvement Plans and Construction Documents for Clearwell #3 CIP 75PP-106 at the John Jones Water Treatment Plant and Determine the Formal Request for Proposal Procedure is Not in the Best Interest of the City in this Instance

2. ITEMS FROM THE AUDIENCE

3. PUBLIC HEARING OF THE CITY COUNCIL TO CONSIDER ADOPTION OF THE ANNUAL BUDGET FOR THE CITY OF TRACY FOR FISCAL YEAR 2013-2014 AND AUTHORIZE APPROPRIATIONS FOR FISCAL YEAR 2013-2014

4. PUBLIC HEARING TO CONSIDER (1) APPROVING THE ENGINEER'S ANNUAL LEVY REPORT; (2) ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT FOR FISCAL YEAR 2013-2014; AND (3) AUTHORIZING THE BUDGET OFFICER TO MAKE NECESSARY ADJUSTMENTS TO THE BUDGET

5. CONDUCT A PUBLIC HEARING TO ADOPT A RESOLUTION APPROVING THE UPDATED MASTER FEE SCHEDULE

6. CITY COUNCIL AUTHORIZATION TO NEGOTIATE A DEVELOPMENT AGREEMENT WITH PROLOGIS, L.P. FOR APPROXIMATELY 1,200 ACRES OF LAND WITHIN URBAN RESERVE 6 AS IDENTIFIED IN THE CITY'S GENERAL PLAN, LOCATED EAST OF MOUNTAIN HOUSE PARKWAY AND NORTH OF SCHULTE ROAD, AND DISCUSSION AND DIRECTION RELATED TO PROPOSED DEVELOPMENT AGREEMENT TERMS

7. ITEMS FROM THE AUDIENCE

8. STAFF ITEMS

   A. Receive and Accept the City Manager Informational Update

9. COUNCIL ITEMS

   A. Appoint an Applicant to the Transportation Advisory Commission

   B. Consider Naming the Tracy Police Department Fire Arms Training Facility after Former Captain John Serpa

10. ADJOURNMENT

TRACY CITY COUNCIL SPECIAL MEETING MINUTES

February 21, 2013, 9:00 a.m.

Tracy Transit Station – 50 E. Sixth Street *Web Site:* *www.ci.tracy.ca.us*

1. The special meeting was called to order at 9:00 a.m.

2. Present at the special meeting were Council Members Manne, Rickman, Young, Mayor Pro Tem Maciel and Mayor Ives.

3. Items from the Audience – None.

4. Council Retreat - Kathleen Novak, National Environmental Health Association, 1363 W. 111th Place, Northglenn, Colorado, was introduced as the facilitator of the retreat. Ms. Novak engaged Council and staff in discussions to develop a list of ground rules for the retreat, desired outcomes, as well as identifying relevant trends in the following areas: Political and Legal, Economic, Social, Technological, and Environmental.

   The group also discussed long-term potential desired outcomes for the City and began defining those outcomes.

5. Adjournment – The meeting adjourned at 5:00 p.m.

The above agenda was posted at the Tracy City Hall on February 13, 2013. The above are summary minutes.

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Mayor

_____
City Clerk

TRACY CITY COUNCIL SPECIAL MEETING MINUTES

February 22, 2013, 9:00 a.m.

Tracy Transit Station – 50 E. Sixth Street *Web Site:* *www.ci.tracy.ca.us*

1. Day two of the special meeting was called to order at 10:00 a.m.

2. Present at the special meeting were Council Members Manne, Rickman, Young, Mayor Pro Tem Maciel and Mayor Ives.

3. Items from the Audience – None.

4. Council Retreat – Discussions included a review of the previous day, affirmation of the City of Tracy Vision Statement, a review of a survey taken the previous day, and expectations of each other.

5. Adjournment – The meeting adjourned at 12:00 p.m.

The above agenda was posted at the Tracy City Hall on February 13, 2013. The above are summary minutes.

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Mayor

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City Clerk

TRACY CITY COUNCIL	REGULAR MEETING MINUTES

April 2, 2013, 7:00 p.m.

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

Mayor Pro Tem Maciel called the meeting to order at 7:14 p.m. and led the Pledge of Allegiance.

The invocation was offered by Chaplain Jim Bush.

Roll call found Council Members Manne, Rickman, Young, and Mayor Pro Tem Maciel present; Mayor Ives absent.

Leon Churchill, Jr., City Manager, presented the Employee of the Month award for April to Larry Marques, Public Works.

Mayor Pro Tem Maciel presented a proclamation to Lisa Jordan, Sexual Assault Prevention Education Services Coordinator, The Women's Center – Youth and Family Services, in recognition of Sexual Assault Awareness Month.

Mayor Pro Tem Maciel presented a proclamation to Larry Hite, Tracy D.A.R.E. President, in recognition of National D.A.R.E. Day.

1. CONSENT CALENDAR - Following the removal of item 1-G by a member of the audience, it was moved by Council Member Young and seconded by Council Member Manne to adopt the consent calendar. Roll call vote found Council Members Manne, Rickman, Young, and Mayor Pro Tem Maciel in favor; Mayor Ives absent.

   A. Approval of Minutes – Special meeting minutes of January 22, 2013, and closed session minutes of March 19, 2013 were approved.

   B. Authorize the Establishment of a Right Turn Only Lane on Southbound Lincoln Boulevard at the Intersection of Eleventh Street – Resolution 2013-044 authorized establishment of the right turn only lane.

   C. Approval of a Agreement with Gems Environmental in the Amount of $71,483 for Compliance Upgrades to Above Ground Storage Tank, Fuel Dispensers and Hirt System and Authorization for the Mayor to Execute the Agreement – Resolution 2013-045 approved the agreement.

   D. Acceptance of the Grand Theater Entry Doors Replacement - CIP 78135, CDBG Grant Number TRA-11-10 , Completed by RQI, Inc., of Modesto, California, and Authorization for the City Clerk to file the Notice of Completion – Resolution 2013-046 accepted the project.

   E. Approve an Amendment of the FY 2012/13 Master Fee Schedule to Include Updated City, Department of Justice (DOJ) and Other State-Mandated Fees – Resolution 2013-047 approved the amendment.

   F. Approval of Task Order No. 2 to Master Professional Services Agreement with R.W. Brandley, Consulting Airport Engineer, for Design and Engineering

Services Required for Implementation of a Federal Aviation Grant, Authorize the Mayor to Execute the Task Order, Authorize Use of $659,000 from the Airport Fund for the Completion of the Task Order, and Authorize the use of $65,900 from the General Fund to pay the City's 10% Matching Requirement – Resolution 2013-048 approved the Task Order.

H. Consider Approval of An Appropriation not to exceed $76,607.67 for the Purchase of Furniture for the Public Works Boyd Service Center Renovation (Phase 1) from Entrada Design and Authorize the Interim Public Works Director to Approve Amendments for Additional Work up to a Contingency amount of $10,000 if Needed – Resolution 2013-049 approved the appropriation.

I. Approve Resolution Authorizing a Leave of Absence for Tracy Arts Commissioner Mercedes Silveira - Resolution 2013-050 approved the leave of absence.

J. Consider Adopting a Resolution Urging Members of the California State Legislature to Pass AB 690, the California Jobs Act, and Authorize the Mayor to Write a Letter on Behalf of the City Council in Support of AB 690 - Resolution 2013-051 authorized the Mayor to write the letter on behalf of the City Council.

G. Adopt a Resolution Approving the Assignment and Assumption Agreement between Sutter Ville SJC Holding Company LLC, Mountain View Townhomes Associates, and the City of Tracy for the Loan Obligation Secured by Mountain View Townhomes - Robert Tanner, 1371 Rusher Street, asked if the item needed to be reviewed or receive approval by the Oversight Committee before it goes to the State. Andrew Malik, Development Services Director, stated the City took over the housing assets of the Redevelopment Agency which is why the item was before the Council and not the Oversight Committee.

It was moved by Council Member Young and seconded by Council Member Manne to adopt Resolution 2013-052 approving the Assignment and Assumption Agreement between Sutter Ville SJC Holding Company LLC, Mountain View Townhomes Associates, and the City of Tracy for the loan obligation secured by Mountain View Townhomes. Voice vote found Council Members Manne, Rickman, Young, and Mayor Pro Tem Maciel in favor; Mayor Ives absent.

2. ITEMS FROM THE AUDIENCE – Craig Saalwachter, 4083 Peyton Lane, addressed Council regarding the Spirit of California. Mr. Saalwachter indicated Mayor Ives discussed "clarity of expectations" indicating that was needed by, Council, staff, and the residents in Tracy who are investing in the project.

3. AWARD A CONSTRUCTION CONTRACT TO A.TEICHERT & SONS, INC., DBA TEICHERT CONSTRUCTION OF STOCKTON, CALIFORNIA, FOR THE GRANT LINE ROAD WIDENING BETWEEN EAST OF MACARTHUR DRIVE TO THE EASTERN CITY LIMIT – CIPS 73048, 75046, 76028, 76036, 72025, 72PP040 AND 72PP070, APPROPRIATION OF FUNDS IN THE AMOUNT OF $3.6 MILLION FROM NEI FUND 351 TO CIPS 76028, 76036, 72PP040 AND 72PP070, AUTHORIZE TRANSFER OF $2.4 MILLION FROM NEI FUND 357 TO NEI 351, AUTHORIZE TASK ORDER NO. 6 OF MASTER PROFESSIONAL SERVICES AGREEMENT (MPSA) NUMBER HA17 WITH HARRIS AND ASSOCIATES TO PROVIDE DESIGN SUPPORT DURING CONSTRUCTION AND AUTHORIZE THE MAYOR TO EXECUTE THE CONSTRUCTION CONTRACT AND TASK ORDER NO. 6 TO THE MPSA - Mayor Pro Tem Maciel indicated the item had been pulled from the agenda.

4. APPROVE A PROFESSIONAL SERVICES AGREEMENT (PSA) WITH INDIGO HAMMOND + PLAYLE ARCHITECTS FOR COMPLETION OF THE DESIGN FOR THE ANIMAL SHELTER FACILITY CIP 71064 AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT – Kuldeep Sharma, City Engineer, provided the staff report. Mr. Sharma stated that the City's existing Animal Shelter is located on Arbor Road between Holly Drive and MacArthur Drive east of the City's Wastewater Treatment Plant. The existing facility is approximately 4,200 square foot in area comprising of modular office space and indoor and outdoor area for the animals.

The proposed new Animal Shelter will be constructed on a City owned 2.19 acre parcel located at the southwest corner of Grant Line Road and Paradise Avenue. The shelter will be approximately 12,000 square foot at build out, however the first phase of the Animal Shelter will be approximately 6,000 square feet in built up area and required parking. Phase one will be comprised of office area, adoption area and animal holding areas and other site improvements to provide a fully functional shelter facility. The second phase will expand the shelter to include increased animal holding areas and other animal care amenities.

Request for proposals for the design of the Animal Shelter Project were solicited in accordance with Tracy Municipal Code, Section 2.20 and nine proposals were received from various consultants. Development Services staff and Police Department staff reviewed the proposals and interviewed the top four consultants on March 6, 2013, as follows: Indigo Hammond & Playle Architects - Davis, CA; LDA Partners – Stockton, CA; RFA Architects – Laguna Hills, CA; WR&D Architects - Monterey, CA.

The interview team found Indigo Hammond + Playle Architects of Davis, CA, to be the most qualified consultant to complete the required work. Indigo has completed animal shelter projects for several other communities.

Staff negotiated an agreement and fees for the design of Tracy Animal Shelter on a time and expense basis, for a not to exceed amount of $402,400. The scope of services include initial planning for the full build out and completion of design, improvement plans, specifications, and contract documents for the first phase only.

There is no impact to General Fund. The project is an approved Capital Improvement Project in the FY 2012-13 budget.

Staff recommended that Council approve a Professional Services Agreement with Indigo Hammond + Playle Architects of Davis, CA, for design related services associated with the design of Tracy Animal Shelter – CIP 71064, in an amount not to exceed $402,400, and authorize the Mayor to execute the Agreement.

Mayor Ives invited members of the public to address Council on the item. There was no one wishing to address Council.

It was moved by Council Member Rickman and seconded by Council Member Manne to adopt Resolution 2013-053 approving a Professional Services Agreement with Indigo Hammond + Playle Architects for completion of design for the Animal Shelter Facility - CIP 71064, and authorizing the Mayor to execute the Agreement. Voice vote found Council Members Manne, Rickman, Young, and Mayor Pro Tem Maciel in favor; Mayor Ives absent.

5. SECOND READING AND ADOPTION OF ORDINANCE 1184 AN ORDINANCE OF THE CITY OF TRACY AMENDING TRACY MUNICIPAL CODE SECTIONS 10.12.060 AND 10.12.080 AND ADDING A NEW SECTION 10.12.065 RELATING TO COMPLIANCE WITH REGIONAL HOUSING NEEDS ALLOCATIONS AND STATE AND FEDERAL LAW RELATING TO DEED RESTRICTIONS WITHIN THE RESIDENTIAL GROWTH MANAGEMENT PLAN - The Clerk read the title of proposed Ordinance 1184.

It was moved Council Member Rickman and seconded by Council Member Young to waive reading of the text. Voice vote found Council Members Manne, Rickman, Young, and Mayor Pro Tem Maciel in favor; Mayor Ives absent.

It was moved by Council Member Rickman and seconded by Council Member Young to adopt Ordinance 1184. Roll call vote found Council Members Manne, Rickman, Young, and Mayor Pro Tem Maciel in favor; Mayor Ives absent.

6. ITEMS FROM THE AUDIENCE – None.

7. STAFF ITEMS

A. Receive and Accept the City Manager Informational Update - Leon Churchill, Jr., City Manager, provided an informational report on various items, including upcoming special events, status on key projects, and other items of interest.

Mayor Pro Tem Maciel invited members of the audience to address Council. There was no one wishing to address Council on the item.

Council Member Rickman asked where the public could find out what events are scheduled downtown. Mr. Churchill indicated the information was available on the City's website or by calling the City Manager's office.

Mayor Pro Tem Maciel asked if fliers for the various events were available in city facilities. Mr. Churchill stated yes.

Council Member Manne asked if the City has a centralized place to connect individuals looking for jobs in contact with new employers. Mr. Churchill stated

not at the current time, but that the City was working with Amazon on their hiring efforts.

Council Member Rickman thanked staff for their hard work which was reflected in the City Manager's report. Council Member Young thanked staff for their creativity on the upcoming block parties.

Mayor Pro Tem Maciel stated the City Manager's report was a very good addition to the agenda.

8. COUNCIL ITEMS

A. Appointment of City Council Subcommittee to Interview Applicants for a Vacancy on the Parks & Community Services Commission - Council Member Young and Mayor Pro Tem Maciel were appointed to interview applicants for a vacancy on the Parks & Community Services Commission.

Council Member Rickman reminded everyone that the summer Tracy Parks and Community Services Recreation Guide was coming out, and would be filled with great activities for all ages.

9. ADJOURNMENT - It was moved by Council Member Manne and seconded by Council Member Young to adjourn. Voice vote found Council Members Manne, Rickman, Young and Mayor Pro Tem Maciel in favor; Mayor Ives absent. Time 7:48 p.m.

The above agenda was posted at the Tracy City Hall on March 28, 2013. The above are summary minutes. A recording is available at the office of the City Clerk.

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Mayor

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City Clerk

TRACY CITY COUNCIL	SPECIAL MEETING MINUTES
April 16, 2013, 5:30 p.m.	
City Council Chamber, 333 Civic Center Plaza	*Web Site:* www.ci.tracy.ca.us

1. CALL TO ORDER - Mayor Ives 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 Manne, Rickman, Young, Mayor Pro Tem Maciel and Mayor Ives present.

3. ITEMS FROM THE AUDIENCE – None.

4. REQUEST TO CONDUCT CLOSED SESSION -

   I. Pending Litigation (Gov. Code, § 54956.9(d)(1))

   - *Horizon Planet v. City of Tracy, et al.*
     (San Joaquin County Superior Court Case No. 39-2013-00293749-CU- WM-STK)

   - *TRAQC v. City of Tracy, et al.*
     (San Joaquin County Superior Court Case No. 39-2009-00201854-CU- WM-STK; Court of Appeal Case No. C069741)

   - *Espinoza v. City of Tracy, et al.*
     (San Joaquin County Superior Court Case No. 39-00259854-CU-MC- STK)

5. MOTION TO RECESS TO CLOSED SESSION – Mayor Pro Tem Maciel motioned to recess the meeting to closed session at 5:31 p.m. It was seconded by Council Member Rickman. Voice vote found all in favor; passed and so ordered.

6. RECONVENE TO OPEN SESSION – Mayor Ives reconvened the meeting into open session at 6:02 p.m.

7. REPORT OF FINAL ACTION – None.

8. ADJOURNMENT – It was moved by Mayor Pro Tem Maciel and seconded by Council Member Manne to adjourn the meeting. Voice vote found all in favor; passed and so ordered.

   Time: 6:03 p.m.

The above agenda was posted at City Hall on April 11, 2013. The above are action minutes.

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Mayor

ATTEST:

_____
City Clerk

June 4, 2013

AGENDA ITEM 1.B

REQUEST

APPROVE THE LATHROP-TRACY PURCHASE, SALE AND AMENDMENT AGREEMENT, AUTHORIZE A SUPPLEMENTAL APPROPRIATION FROM THE WASTEWATER FUND AND ESTABLISHING A LOAN TO THE WATER FUND IN THE AMOUNT OF $5 MILLION AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT

EXECUTIVE SUMMARY

The City of Lathrop has two million gallons per day surplus of treated water capacity and 1,120 acre-feet of surplus water supply in the South County Water Supply Project. The City of Tracy has need for this additional capacity and water supply and the subject agreement provides for its acquisition by Tracy.

DISCUSSION

The South San Joaquin Irrigation District constructed, and now operates, the South County Water Supply Project (SCWSP). The project includes the Nick DeGroot Water Treatment Plant at Woodward Reservoir and 40 miles of pipeline delivering water to the cities of Manteca, Lathrop, Tracy, and in the future, Escalon. The project commenced delivering water in 2005. In recent years, this project has delivered approximately 70% of the water used in Tracy.

The City of Lathrop has updated its Water Master Plan and determined that because of changed urban growth land use projections, water conservation, water use efficiency, and future use of recycled water that it has more capacity and water supply in the SCWSP than needed for their current or projected needs. Therefore, the City of Lathrop is proposing to sell Tracy two million gallons per day of surplus capacity and 1,120 acre-feet of surplus water supply.

Tracy desires to increase its participation in the SCWSP in order to improve water quality to its customers, increase its water supply and decrease the salinity of its wastewater effluent. The purchase and use of this capacity and water supply will allow further reduction in the salinity level of the treated wastewater discharged into the Delta. No physical facilities need to be constructed for Tracy to utilize this capacity and water supply. The SCWSP has approved environmental documents and the proposed water use in Tracy in-lieu of Lathrop will not divert additional water from the Stanislaus River. The Purchase, Sale and Amendment Agreement is not a project as defined by CEQA. Tracy intends to put this additional capacity and water supply to immediate use.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no fiscal impact to the General Fund. The purchase price for the capacity and allocation is $5 million. The original cost to Lathrop to construct this capacity in 2003 was $4.6 million. Lathrop has incurred considerable interest expense from the bonds issued for construction.

The operating cost associated with the increased capacity and allocation is approximately $250,000 per year. Tracy currently budgets $3.2 million per year for SSJID water supply and the purchase results in a minimal water rate impact.

To fund this purchase, staff recommends a supplemental appropriation and loan from the Wastewater Enterprise Fund. Payments will include interest at the rate of 2.5% annually. The term of the loan is anticipated to be approximately 2 years. During that time, it is anticipated, that adequate funds from development will be collected to retire the loan. The Lathrop-Tracy Purchase Agreement will not be effective until reimbursement agreements have been entered into to cover the City's costs and required security is provided to the City.

RECOMMENDATION

That the City Council, by resolution, approve the Lathrop-Tracy Purchase, Sale and Amendment Agreement, authorize a supplemental appropriation from the Wastewater Fund, and establish a loan to the Water Fund in the amount of $5 million, and authorize the Mayor to execute the agreement.

Prepared by: Steve Bayley, Project Specialist Public Works

Reviewed by: Rod Buchanan, Interim Director of Public Works

Approved by: R. Leon Churchill, Jr., City Manager

Attachment: Lathrop – Tracy Purchase, Sale and Amendment Agreement

SOUTH COUNTY WATER SUPPLY PROJECT

LATHROP-TRACY
PURCHASE, SALE AND
AMENDMENT AGREEMENT

This Purchase, Sale and Amendment Agreement ("Purchase and Amendment Agreement") is made this 3rd day of June, 2013 by and between the City of Tracy ("Tracy") and the City of Lathrop ("Lathrop"), each a municipal corporation, and the South San Joaquin Irrigation District ("SSJID") a California irrigation district. Tracy, Lathrop and SSJID are each a Party to this Purchase and Amendment Agreement and collectively are the Parties hereto. The Parties are entering into this Purchase and Amendment Agreement with the approval and consent of the Cities of Escalon ("Escalon") and Manteca ("Manteca"), each a municipal corporation. Escalon and Manteca are each a Consenting Entity to this Purchase and Sale Agreement and collectively are the "Consenting Entities".

RECITALS

A. SSJID has constructed and now operates and maintains the South County Water Supply Project ("Project"). The Project includes without limitation, water treatment and pumping facilities, storage facilities, raw water and treated water pipelines, pumps and turnout facilities (the "Plant"), as needed for the purpose of supplying treated drinking water to Tracy, Lathrop, Escalon and Manteca. Tracy, Escalon, Manteca and Lathrop are the "Project Participants".

B. Tracy, Lathrop, Escalon and Manteca have each executed a Water Supply Development Agreement (a "WSDA" and collectively, the "WSDA's") with SSJID, dated as of October 1, 1995. The Lathrop, Escalon and Manteca agreements were amended in 2000 by Amendment No. 1 to their respective WSDA's. All of the WSDA's, as amended from time to time, are incorporated herein by reference and referred to herein individually as the Tracy WSDA, the Lathrop WSDA, the Escalon WSDA, and the Manteca WSDA.

C. The Tracy WSDA and Lathrop WSDA provide Tracy and Lathrop with rights to acquire and have treated and delivered to them water up to the amounts specified in their respective WSDA's (their "Project Allotments".) Under the Tracy WSDA, Tracy has a Phase I Project Allotment of 10,000 acre-feet per year and a Phase II Project Allotment of 10,000 acre-feet per year. Under the Lathrop WSDA, Lathrop has a Phase I Project Allotment of 8,007 acre-feet per year and a Phase II Project Allotment of 11,791 acre-feet per year. The Project Allotments are shown in Exhibit A to the Tracy WSDA and Exhibit E to the Lathrop, Escalon and Manteca WSDA's (see Section 2.G of Amendment No. 1).

D. The Plant operates at varying rates of flow from time to time, expressed in million gallons per day (mgd). The water treatment plant's average flow rate represents the daily flow to each Project Participant if that Project Participant's Project Allotment were to be delivered evenly over a period of 365 days per year. The Plant's peak flow rate ("Peak Rate") is the maximum rate of flow at which it can produce and convey drinking water at any point in time, expressed in mgd, without consideration of scheduled maintenance. SSJID has allocated a portion of the Peak Rate to each Project Participant as described below.

E. Pursuant to the WSDA's, SSJID treats and delivers the respective Project Allotment to each Project Participant according to a delivery schedule determined in accordance with Section 6 of the relevant WSDA. SSJID utilizes the available rate of flow among the Project Participants in accordance with the Peak Flow allocations and as necessary to meet the delivery schedules of the Project Participants. SSJID may exceed a Project Participant's share of the Peak Rate to the extent this does not impact another Project Participant. If, at any time, the Plant is incapable of meeting the scheduled deliveries of one or more Project Participants, SSJID allocates the available rate of flow on a pro rata basis according to each Project Participant's share of the Peak Rate.

F. The share of the Plant's Peak Rate allocated by SSJID to each Project Participant is also the basis for the allocation of the anticipated cost of constructing the Plant to each Project Participant, as reflected in the Estimated Project Budget and Cost Allocation attached as Exhibit 2 to Amendment No. 1 to the Lathrop, Manteca and Escalon WSDA's. The Project design flows are set forth in the document entitled *South San Joaquin Irrigation District South County Water Supply Project Cost Allocations Based Upon Actual Bid Prices*, attached hereto as Exhibit 1, page 1. Exhibit 1 was derived from the Project Basis of Design Report and prepared for SSJID at the time that the Project was developed. The Project Participants' Peak Flow allocations are shown in the WTP Design Flows text box on the lower right side of Exhibit 1, as more fully set forth on Exhibit 1, page 2.

In addition to paying their shares of Fixed Project Costs (as defined in the WSDA's), the Project Participants have paid to SSJID Variable O&M and Fixed O&M (as defined in the WSDA's) to operate and maintain the Plant. They have further paid cash into the capital reserve fund SSJID maintains for the Plant.

G. Lathrop has determined that, because of changed urban growth projections and water use demands in its service area, the allocations of water treatment capacity, conveyance capacity, and water supply in the Project pursuant to the Lathrop WSDA exceed its current and projected needs. Some of the changes include a lower peaking factor, recent and State mandated future water conservation and anticipated use of the City's recycled water supply. These changes have resulted in a reduced need for potable water. As a result,

Lathrop has identified that it has a surplus of 2.0 million gallons per day of Peak Rate, and 1,120 acre-feet per year of its Phase 1 water supply Project Allotment. Lathrop has determined that, after implementation of this Purchase and Amendment Agreement, the remaining share of Peak Rate allocated to it and its remaining share of Project Allotment are sufficient to accommodate its present and future community development.

H. Tracy desires to increase its participation in the Project in order to improve the quality of water delivered to its customers, to decrease the salinity of its wastewater effluent, and to increase its water supply. Tracy intends, with this Purchase and Sale Agreement, to purchase 1,120 acre feet per year of Project Allotment from Lathrop and for SSJID to increase the share of Peak Rate allocated to it by 2.0 million gallons per day. Tracy has determined and SSJID concurs that the Plant facilities, including the SSJID pumping facility at Mossdale that conveys Project water to Tracy, have the capacity to handle this rate and volume of water delivery.

I. The WSDA's provide for the transfer of Project Allotment by one Project Participant to another Project Participant without approval by SSJID in accordance with Section 11(a). However, the WSDA's do not provide that a Project Participant owns a particular share of the Peak Rate. By this Agreement, SSJID has agreed that 2 mgd of the Peak Rate it has allocated to Lathrop will instead be allocated to Tracy.

J. The Parties and the Consenting Entities have each independently evaluated and concluded that the proposed transfer of Peak Rate and Project Allotment will not adversely affect SSJID or either of the Consenting Entities, and it is in their collective and respective interests to allow for such transfer.

K. The purposes of this Purchase and Amendment Agreement are (1) to memorialize Lathrop's conveyance and sale, and Tracy's acquisition and purchase, of 1,120 acre feet per year of Project Allotment; (2) to reduce SSJID's allocation of Peak Rate to Lathrop by 2 mgd and to increase SSJID's allocation of Peak Rate to Tracy by 2 mgd and (3) to effect amendments to the WSDA's of Tracy, Lathrop, Escalon and Manteca to reflect this transaction.

Therefore, for valuable consideration, receipt of which is hereby recognized, the Parties and Consenting Entities agree as follows:

AGREEMENT

1. <u>Effective Date; Term</u>.
   a. This Purchase and Amendment Agreement shall become effective on the date stated above upon execution by all Parties and Consenting Entities hereto ("Effective Date") provided that such execution occurs not later than July 5, 2013. Lathrop may

unilaterally extend this deadline for execution by notice to Tracy, copied to SSJID, Escalon and Manteca, which notice shall specify the date that shall be the new deadline. If this Purchase and Amendment Agreement is not fully executed on or before July 5, 2013, or such other date as determined by Lathrop's extension of the foregoing deadline, it shall be of no further force or effect.

b. Provided that this Purchase and Amendment Agreement takes effect, this Purchase and Amendment Agreement shall have the same term as the WSDA's.
c. In the next monthly bill following the Effective Date, SSJID shall reflect the change in the allocation of Peak Rate and Project Allotment, along with the resulting changes to the fixed and variable Project costs for which the parties are responsible, as a consequence of this Purchase and Amendment Agreement, as of the Effective Date.

2. Transferred Entitlement. Lathrop hereby permanently conveys and sells to Tracy, and Tracy hereby acquires and purchases, Lathrop's rights pursuant to the Lathrop WSDA to 1,120 acre-feet of Project Allotment. This is referred to herein as the "Transferred Entitlement". In addition, Lathrop agrees that SSJID's allocation of Peak Rate to Lathrop will be reduced by, and SSJID's allocation of Peak Rate to Tracy will be increased by, 2 mgd.

3. Transferred Entitlement in Good Standing. Lathrop warrants and represents that up to the Effective Date, it has diligently maintained the Lathrop WSDA as amended, including the Transferred Entitlement, in good standing, and has duly made all required payments thereunder in a timely manner.

4. Principal Payment. Within thirty (30) days of notice to Tracy of full execution of this Purchase and Amendment Agreement, including a fully executed copy thereof, Tracy shall pay to Lathrop the sum of five million dollars ($5,000,000), which shall be the full, final and complete payment by Tracy to Lathrop pursuant to this Purchase and Amendment Agreement.

5. Compliance with WSDA's.

a. Section 17 of the four WSDA's is inapplicable to this conveyance of the Transferred Entitlement as accomplished herein.
b. This Purchase and Amendment Agreement is in full compliance with all four of the WSDA's.

6. Amendments to the WSDA's. The Tracy, Lathrop, Escalon and Manteca WSDA's are each hereby amended as follows:

a. Exhibit 2 of this Purchase and Amendment Agreement, which is titled "Exhibit A" for purposes of the Tracy WSDA, hereby replaces the existing Exhibit A to the Tracy WSDA.
b. Exhibit 2 to this Purchase and Amendment Agreement, which is titled "Exhibit E" for purposes of the Escalon, Manteca and Lathrop WSDA's, hereby replaces the existing Exhibit E to the Escalon, Manteca and Lathrop WSDA's.
c. Section 6 (e) of all four WSDA's is amended to read as follows: "Limit on Peak Deliveries of Water. In no event shall the District contract to deliver to the City from the Project in any Year nor contract to deliver to the City from the Project in any one day a total amount of Project Allotment greater than that agreed to by the District and each Project Participant."
d. A new subsection 6 (h) is inserted at the end of the existing Section 6 of the Tracy WSDA, to read as follows: "SSJID hereby agrees to deliver the City's Project Allotment to the City according to the delivery schedule determined in accordance with this Section 6, including without limitation subsection 6 (d). SSJID agrees to apportion the available rate of flow among the Project Participants in accordance with their Peak Flow allocations and as necessary to meet the delivery schedules of the Project Participants. SSJID may exceed a Project Participant's share of the Peak Rate, to the extent this does not impact another Project Participant. If, at any time, the Plant is incapable of meeting the scheduled deliveries of one or more Project Participants, SSJID agrees to allocate the available rate of flow using the Peak Rates shown in Exhibit E hereto."
e. Exhibit 3 of this Purchase and Amendment Agreement, which is titled "Exhibit E" for purposes of the Tracy WSDA is hereby added to the Tracy WSDA.
f. Exhibit 3 of this Purchase and Amendment Agreement, which is titled "Exhibit G" for purposes of the Escalon, Manteca, and Lathrop WSDA's is hereby added to the Escalon, Manteca and Lathrop WSDA's.
g. A new subsection 6 (h) is inserted at the end of the existing Section 6 of the Lathrop, Escalon and Manteca WSDA's, to read as follows: "SSJID hereby agrees to deliver the City's Project Allotment to the City according to the delivery schedule determined in accordance with this Section 6, including without limitation subsection 6 (d). SSJID agrees to apportion the

available rate of flow among the Project Participants in accordance with their Peak Flow allocations and as necessary to meet the delivery schedules of the Project Participants. SSJID may exceed a Project Participant's share of the Peak Rate to the extent this does not impact another Project Participant. If, at any time, the Plant is incapable of meeting the scheduled deliveries of one or more Project Participants, SSJID agrees to allocate the available rate of flow according to each Project Participant's share of the Peak Rate using the Peak Rates shown in Exhibit G hereto."

h. Exhibit 3 of this Purchase and Amendment Agreement, which is titled "Exhibit G" for purposes of the Lathrop, Escalon and Manteca WSDA's, is hereby added to the Lathrop, Escalon and Manteca WSDA's.
i. All term and conditions of the Tracy, Lathrop, Escalon and Manteca WSDA's, including any previous amendments, which are not specifically modified by this Purchase and Amendment Agreement, shall remain in full force and effect.

7. Costs. Each Party and each Consenting Entity shall bear its own costs associated with this Purchase and Amendment Agreement, except as otherwise specifically provided herein.

8. Attorney Fees. If it shall be necessary for any Party hereto to commence legal action or any other proceeding to enforce the terms and provisions of this Purchase and Amendment Agreement, the non-prevailing Party shall reimburse the prevailing Party for all of the prevailing Party's actual and reasonable expenses and costs incurred in such action or proceeding, including without limitation reasonable attorneys' fees and the reasonable fees of any experts employed by the prevailing Party in such action or proceeding.

9. Consenting Entities and SSJID. The Consenting Entities and SSJID hereby further agree as follows:

a. Each Consenting Entity and SSJID has duly evaluated the provisions of this Purchase and Amendment Agreement, and the conveyance of Transferred Entitlements provided for herein, and has concluded that they will have no adverse effect on the Consenting Entity's or SSJID's interests.
b. Each Consenting Entity and SSJID waives any and every objection to the provisions of this Purchase and Amendment Agreement.
c. SSJID hereby agrees to amend its operations, records, billing and other functions to conform to this Purchase and Amendment Agreement.

10. Reciprocal Indemnification.

a. Tracy shall hold harmless, indemnify and defend Lathrop (with counsel of Lathrop's choice) and its members, directors, officers, employees, agents and contractors (collectively "Lathrop's Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable and actual attorneys' fees, arising from or connected with this Purchase and Amendment Agreement and caused by the negligence, gross negligence or intentional misconduct of Tracy, except to the extent caused by the negligence, gross negligence or intentional misconduct of any of Lathrop's Indemnified Parties.

b. Lathrop shall hold harmless, indemnify and defend Tracy (with counsel of Tracy's choice) and its members, directors, officers, employees, agents and contractors (collectively "Tracy's Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable and actual attorneys' fees, arising from or connected with this Purchase and Amendment Agreement and caused by the negligence, gross negligence or intentional misconduct of Lathrop, except to the extent caused by the negligence, gross negligence or intentional misconduct of any of Tracy's Indemnified Parties.

11. Indemnification of Consenting Entities. Tracy and Lathrop agree to indemnify, defend and hold harmless SSJID and the Consenting Entities from any litigation challenging the validity of this Purchase and Amendment Agreement, except to the extent caused or brought by SSJID or the Consenting Entities.

12. Notices. All notices that are required, either expressly or by implication, to be given by any Party or Consenting Entity to the other Party or Consenting Entities under this Agreement shall be delivered, sent by facsimile, or mailed, United States first-class postage prepaid, addressed as follows:

SOUTH SAN JOAQUIN IRRIGATION DISTRICT
P.O. Box 747
Ripon, California 95366
Phone: (209) 249-4600
Fax: (209) 249-4640

CITY OF TRACY
Director of Public Works
520 Tracy Boulevard
Tracy, California 95376
Phone: (209) 831-4420
Fax: (209) 831-4472

CITY OF LATHROP
Director of Public Works
390 Towne Centre Drive
Lathrop, California 95330
Phone: (209) 941-7430
Fax: (209) 941-7449

CITY OF ESCALON
Director of Public Works
2060 McHenry Avenue
Escalon, California 95320
Phone: (209) 691-7400
Fax: (209) 691-7409

CITY OF MANTECA
Director of Public Works
1001 W. Center Street
Manteca, California 95337
Phone: (209) 239-8460
Fax: (209) 239-8495

Notice shall be deemed given (a) two (2) calendar days following mailing via regular or certified mail, return receipt requested, (b) one (1) business day after deposit with any one day delivery service assuring "next day" delivery, (c) upon actual receipt of notice, or (d) upon transmission, if by facsimile to the correct number, whichever is earliest. The Parties and Consenting Entities shall promptly give written notice to each other of any change of address, telephone or fax number, and delivery to the addresses or transmission to the fax numbers stated herein shall be deemed sufficient unless written notification of a change of address or fax number has been received.

13. Successors and Assigns.

a. Subject to the provisions of this Section, this Purchase and Amendment Agreement shall be binding upon the successors and permitted assigns of the Parties and Consenting Entities hereto.

b. No Party or Consenting Entity shall sell, assign, transfer, convey or encumber this Agreement or any right or interest herein or thereunder, or suffer or permit any such assignment, transfer or encumbrance to occur by operation of law without the prior written consent of the other Parties and Consenting Entities, and such consent shall not be unreasonably withheld.

14. No Benefit to Third Parties. There is no intended third party beneficiary of any right or obligation assumed by the Parties. This Purchase and Amendment Agreement is made for the sole benefit of the Parties and Consenting Entities hereto, and their respective successors and assigns.

15. Entire Agreement. This Purchase and Amendment Agreement constitutes the entire agreement between the Parties and the Consenting Entities, and supersedes any oral agreement, statement or promise relating to the subject matter hereof. Any amendment of this Purchase and Amendment Agreement must be reduced to writing and signed by the Parties and the Consenting Entities to be valid.

16. Controlling Law. The interpretation and performance of this Purchase and Amendment Agreement shall be governed by the laws of the State of California.

17. Construction.

a. The Parties and Consenting Entities agree that this Purchase and Amendment Agreement is the product of mutual full and fair negotiation. This Purchase and Amendment Agreement shall therefore be interpreted as drafted equally by all of the foregoing.

b. The captions contained in this Purchase and Amendment Agreement are for convenience only and shall not be interpreted so as to change or affect the meaning of the provisions of this Purchase and Amendment Agreement.

18. Severability. If any provision of this Purchase and Amendment Agreement, or the application thereof to any person or circumstance, is found to be invalid or unenforceable, the remainder of the provisions of this Purchase and Amendment Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid or unenforceable, as the case may be, shall not be affected thereby.

19. Counterparts; Facsimiles. The Parties and Consenting Entities may execute this Purchase and Amendment Agreement in several counterparts, which shall, in the aggregate, be signed by all Parties and Consenting Entities. Each counterpart shall be deemed an original instrument as against any party

who has signed it. Signatures may be given by facsimile, pdf or other electronic format, or by similar means with the same effect as originals.

20. Cooperation. To the extent reasonably required, each Party and Consenting Entity to this Purchase and Amendment Agreement shall, in good faith, assist the other in obtaining all necessary approvals as may be applicable to performance of any terms of this Purchase and Amendment Agreement.

IN WITNESS WHEREOF, the Parties and Consenting Entities have duly executed this Purchase and Amendment Agreement as of the Effective Date.

CITY OF LATHROP
a California municipal corporation

Date: _____ By_____
Mayor

ATTEST: APPROVED AS TO FORM:

_____ _____
City Clerk City Attorney, CITY OF LATHROP

Date: _____

CITY OF TRACY,
a California municipal corporation

Date: _____ By_____
Mayor

ATTEST: APPROVED AS TO FORM:

_____ _____
City Clerk City Attorney, CITY OF TRACY

Date: _____

SOUTH SAN JOAQUIN IRRIGATION DISTRICT
a California irrigation district

Date: _____ By_____
President, Board of Directors

ATTEST:

Date: _____ By_____

CONSENTED TO AND APPROVED BY:

CITY OF ESCALON,
a California municipal corporation

Date: _____ By_____
Mayor

ATTEST: APPROVED AS TO FORM:

_____ _____
City Clerk City Attorney, CITY OF ESCALON

Date: _____

CONSENTED TO AND APPROVED BY:

CITY OF MANTECA
a California municipal corporation

Date: _____

By_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney, CITY OF MANTECA

Date: _____

EXHIBIT 1

South San Joaquin Irrigation District
South County Water Supply Project

Cost Allocations Based on Actual Bid Prices

Description	Basis for Allocation	Land Costs	Admin, Env Engineering	TOTAL Sunk Costs	CONSTRUCTION COSTS	Const Phase CM & Other Costs	TOTAL FUTURE COSTS	Total $	Escalon Factor	Escalon $	Manteca Factor	Manteca $	Lathrop Factor	Lathrop $	Tracy Factor	Tracy $	Stan County	Total $
Pipeline																		
Segment 1-Main Canal to Escalon Turnout	Ph. II Peak Flow	$0	$ 427,212	$ 427,212	$ 3,167,838	$ 288,273	$ 3,456,111	$ 3,883,323	0.040	$154,689	0.386	$1,498,012	0.335	$1,302,485	0.239	$928,137		$3,883,323
Segment 2-Escalon to 1st Manteca Turnout	Ph. II Peak Flow	$350,000	$ 707,508	$ 1,057,508	$ 6,707,993	$ 610,427	$ 7,318,421	$ 8,375,928	0	$0	0.402	$3,365,105	0.349	$2,925,876	0.249	$2,084,947		$8,375,928
Segment 3-Manteca Turnout 1 to Manteca Turnout 2	Ph. II Peak Flow		$ 163,704	$ 163,704	$ 1,624,259	$ 147,808	$ 1,772,066	$ 1,935,771	0	$0	0.309	$598,646	0.403	$780,762	0.287	$556,362		$1,935,771
Segment 4-Manteca Turnout 2 to Lathrop Turnout 1	Ph. II Peak Flow		$ 66,969	$ 66,969	$ 15,067,266	$ 1,371,121	$ 16,438,387	$ 16,505,356	0	$0	0.183	$3,018,999	0.477	$7,874,836	0.340	$5,611,522		$16,505,356
Segment 5-Lathrop Turnout 1 to Manteca Turnout 3	Ph. II Peak Flow		$ 98,488	$ 98,488	$ 9,514,623	$ 865,831	$ 10,380,454	$ 10,478,942	0	$0	0.220	$2,309,259	0.370	$3,877,380	0.410	$4,292,303		$10,478,942
Segment 6-Manteca Turnout 3 to Lathrop Turnout 2	Ph. II Peak Flow	$0	$ 199,860	$ 199,860	$ 2,185,659	$ 198,895	$ 2,384,554	$ 2,584,414	0	$0	0	$0	0.475	$1,226,578	0.525	$1,357,836		$2,584,414
Segment 7-Lathrop Turnout 2 to Tracy Turnout	Ph. II Peak Flow	$350,000	$ 364,220	$ 714,220	$ 16,812,473	$ 1,529,935	$ 18,342,408	$ 19,056,628	0	$0	0	$0	0	$0	1.000	$19,056,628		$19,056,628
Dedicated Turnouts	100% Ea. City				$ 291,850	$ 26,558	$ 318,408	$ 318,408			0.4055	$129,115	0.5945	$189,294				$318,408
	Pipeline subtotal	$700,000	$ 2,027,962	$ 2,727,962	$ 55,371,961	$ 5,012,290	$ 60,092,401	$ 63,138,771		$154,689		$10,919,136		$18,177,211		$33,887,735		$63,138,771
Tracy PS	100% Tracy	$125,000	$ 150,508	$ 275,508	$ 8,974,975	$ 816,723	$ 9,791,698	$ 10,067,206		$0		$0		$0		$10,067,206		$10,067,206
Turnouts, PS, & Terminal Reservoir	100 % ea. City	$700,000	$ 582,811	$ 1,282,811	$ 5,175,000	$ 470,925	$ 5,645,925	$ 6,928,736		$0		$4,683,904		$2,291,406		$0		$6,975,310
WTP																		
Process[1]																		
	Ph. I Peak Flow[2]		$ 1,110,154	$ 1,110,154	$ 25,682,395	$ 2,337,098	$ 28,019,493	$ 29,129,647	0.000	$0	0.293	$8,543,030	0.349	$10,168,289	0.358	$10,418,329		$29,129,647
	Ph. II Peak Flow[3]		$ 344.103	$ 344.103	$ 2,614.204	$ 237.893	$ 2,852.097	$ 3.196.200	0.044	$140.678	0.320	$1.024.134	0.371	$1.187.321	0.264	$844.067		$3.196.200
Auxiliary[4]																		
	Ph. II Contract Allocation[5]	$450,000	$ 431,555	$ 881,555	$ 2,614,204	$ 237,893	$ 2,852,097	$ 3,733,652	0.065	$242,527	0.429	$1,602,984	0.274	$1,021,664	0.232	$866,478		$3,733,652
	Ph. II Peak Flow[6]		$ 912,437	$ 912,437	$ 7,842,613	$ 713,678	$ 8,556,291	$ 9,468,728	0.044	$416,757	0.320	$3,033,994	0.371	$3,517,432	0.264	$2,500,544		$9,468,728
	WTP subtotal	$450,000	$ 2,798,248	$ 3,248,248	$ 38,753,418	$ 3,526,561	$ 42,279,979	$ 45,528,227		$799,962		$14,204,141		$15,894,706		$14,629,418		$45,528,227
Raw Water Pipeline & Intake[7]	Ph. II Peak Flow[8]		$ 880,437	$ 880,437	$ 12,932,551	$ 1,176,862	$ 14,109,414	$ 14,989,851	0.040	$597,110	0.386	$5,782,414	0.335	$5,027,667	0.239	$3,582,660	$3,000,000	$14,989,851
Watershed Protection	Ph. II Contract Allocation		$ 201,557		$ 660,450	$ 60,101		$ 922,108	0.065	$59,897	0.429	$395,892	0.274	$252,322	0.232	$213,996		$922,108
Owner -- Furnished equipment(lab, furniture, etc)	Ph. I Contract Allocation		$ -		$ -	$ 2,887,478		$ 2,887,478	0.000	$0	0.410	$1,182,786	0.263	$758,009	0.328	$946,683		$2,887,478
Woodward Mitigation	Ph. II Contract Allocation		$ 500,000	$ 500,000	$ -	$ 1,259,500	$ 1,259,500	$ 1,759,500	0.065	$114,292	0.429	$755,413	0.274	$481,464	0.232	$408,331		$1,759,500
Legal/Administration	Ph. I Contract Allocation		$ 300,000	$ 300,000	$ -	$ 1,307,056	$ 1,307,056	$ 1,607,056	0.000	$0	0.410	$658,292	0.263	$421,878	0.328	$526,886		$1,607,056
Outreach	Ph. I Contract Allocation		$ 150,000	$ 150,000	$ -	$ 313,058		$ 463,058	0.000	$0	0.410	$189,681	0.263	$121,560	0.328	$151,817		$463,058
Alignment adjustment			$ -		$ -			$ -		($624,000)	0.420	$262,080	0.370	$230,880	0.210	$131,040		$0
TOTAL		$1,975,000	$ 7,591,523	$ 9,364,966	$ 121,868,355	$ 16,830,554	$ 134,485,972	$ 148,291,991		$1,101,951		$39,033,739		$43,657,103		$64,545,772	$3,000,000	**$148,338,565**
REMAINING TO BE FUNDED			$ 138,772,041							**$1,101,951**		**$39,033,739**		**$43,657,103**		**$64,545,772**	**$3,000,000**	**$148,338,565**
LAST ESTIMATE										**$1,547,610**		**$38,612,709**		**$41,644,222**		**$44,208,178**		

Dis

Notes
1) Process refers to water treatment process components of WTP.
2) Phase I Peak Flows applied to costs for water treatment components including Flash/Rapid Mix, Flocculation, Sedimentation, Filters, Stabilization, and Treated Water Pumping and Storage.
3) Phase II Peak Flows applied to costs for structural components of Treated Water Pumping and Storage.
4) Auxiliary refers to support facilities of WTP.
5) Phase II Contract Allocation applied to costs for Administration and Chemical Buildings.
6) Phase II Peak Flows applied to costs for sitework, yard piping, Treated Water Flowmeter Vault, Wash Water Recovery, and solids handling
7) Raw Water refers to components constructed to convey raw water to the WTP
8) Phase II Peak Flow applied to costs for Raw Water Pipeline, Raw Water Connection, and Raw Water Plant Rate Control Vault
9)Alignment adjustment compenmsates for moving pipeline north of original plan which increases escalon's future costs
10) Segment Construction cost includes $200,000 spent directly by Manteca for Louse/Airport Intersection

Amount allocated by contract allotment $ 11,372,852
Percent allocated by contract allotment 7.7%

CITY's TOTAL NEW FUNDS $145,338,565

	WTP Design Flows						Contract Allotment (BDR)	
	Annual Avg. WTP Delivery		PF	Peak Flows WTP Delivery				
	Phase 1 (mgd)	Phase 2 (mgd	Phase 1	Phase 2	Phase 1	Phase 2	Phase 1	Phase 2
Escalon	0	2.50	0	1.00	0.00	2.50	0	2,799
Manteca	11.15	16.51	1.1	1.10	12.30	18.20	12,494	18,500
Lathrop	7.15	10.52	2.1	2.00	14.64	21.10	8,007	11,791
Tracy	8.92	8.92	1.7	1.70	15.00	15.00	10,000	10,000
Ripon							0	0
Total	27.2	38.5			41.9	56.8	30,501	43,090

Turnout Pipeline Flows (From BDR)

	Phase 1	Phase 2
Escalon	0.00	2.50
Manteca 1	0.00	8.07
Manteca 2	8.07	8.07
Manteca 3	8.07	8.07
Lathrop 1	7.50	7.50
Lathrop 2	7.14	13.55
Tracy	15.00	15.00
Ripon		
Total	45.8	62.8

EXHIBIT 1

	Peak Flows WTP Delivery	
	Phase 1	Phase 2
Escalon	0.00	2.50
Manteca	12.30	18.20
Lathrop	14.64	21.10
Tracy	15.00	15.00
Ripon		
Total	41.9	56.8

EXHIBIT 2

EXHIBIT A TO TRACY WSDA
EXHIBIT E TO ESCALON, MANTECA, LATHROP WSDA'S

SOUTH COUNTY WATER SUPPLY PROJECT
WATER ALLOTMENT

PROJECT WATER ALLOTMENT
(Acre- Feet per Year)

City	Phase 1 Original	Phase 1 - with 2013 Lathrop Tracy Amendment Agreement	Phase 2 Original	Phase 2 - with 2013 Lathrop Tracy Amendment Agreement
Escalon	0	0	2,799	2,799
Manteca	12,494	12,494	18,500	18,500
Lathrop	8,007	6,887	11,791	10,671
Tracy	10,000	11,032	10,000	11,032
TOTAL	**30,501**	**30,501**	**43,090**	**43,090**

Note: no water is presently allocated to Ripon.

EXHIBIT 3

EXHIBIT E TO TRACY WSDA
EXHIBIT G TO ESCALON, MANTECA, LATHROP WSDA'S

ALLOCATION OF PHASE 1 PEAK RATE

Original Phase 1 Peak Rate Allocation
Before 2013 Amendment Agreement

City	Peak Rate	% Share of Plant Peak Rate
Escalon	0.0	0
Manteca	12.3	29
Lathrop	14.6	35
Tracy	15.0	36
Total	41.9	100

Phase 1 Peak Rate Allocation
After 2013 Amendment Agreement

City	Peak Rate	% Share of Plant Peak Rate
Escalon	0	0
Manteca	12.3	29
Lathrop	12.6	30
Tracy	17.0	41
Total	41.9	100

RESOLUTION _____

APPROVING THE LATHROP-TRACY PURCHASE, SALE AND AMENDMENT AGREEMENT, AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE WASTEWATER FUND AND ESTABLISHING A LOAN TO THE WATER FUND IN THE AMOUNT OF $5 MILLION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, The City of Lathrop has a two million gallons per day surplus of treated water capacity and 1,120 acre-feet of surplus water supply in the South County Water Supply Project, and

WHEREAS, The City of Lathrop will retain sufficient capacity and water supply for their community needs while proposing to sell Tracy two million gallons per day of surplus capacity and 1,120 acre-feet of surplus water supply, and

WHEREAS, The environmental documents for the South County Water Supply Project were previously approved and the proposed water use in Tracy in-lieu of Lathrop will not divert additional water from the Stanislaus River and no physical facilities are to be constructed, and

WHEREAS, The Lathrop – Tracy Purchase, Sale and Amendment Agreement is not a project as defined by CEQA, and

WHEREAS, The City of Tracy intends to put this additional capacity and water supply to immediate use, and

WHEREAS, The Lathrop-Tracy Purchase Agreement is not effective until reimbursement agreements have been entered into to cover the City's costs and required security has been provided to the City;

NOW, THEREFORE, BE IT RESOLVED that:

1. The City Council authorizes a supplemental appropriation from the Wastewater Fund and establishes a two year loan to the Water Fund in the amount of $5 million with 2.5% interest;

2. The City Council approves the Lathrop-Tracy Purchase, Sale and Amendment Agreement, and authorizes the Mayor to execute the agreement; and

3. This Resolution shall effect only at such time that reimbursement agreements have been entered into to cover the City's costs (and required security has been provided to the City) with all of the following parties: Prologis, L.P.; GBC Global Investments, Inc.; TWL Investors, LLC; R&B Delta, LLC.

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

The foregoing Resolution _____ was adopted by the Tracy City Council on the 4th day of June 2013, by the following vote:

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

_____
Mayor

ATTEST:

_____
City Clerk

June 4, 2013

AGENDA ITEM 1.C

REQUEST

APPROVAL OF FOUR REIMBURSEMENT AGREEMENTS WITH URBAN RESERVE 6 PROPERTY OWNERS FOR THE ACQUISITION OF WATER CAPACITY AND SUPPLY

EXECUTIVE SUMMARY

The City of Tracy is seeking to purchase water capacity and supply in the South County Water Supply Project currently available to the City of Lathrop that is in excess of Lathrop's projected needs. The City is also seeking to purchase additional water supply in the South County Water Supply Project directly from the operators of the project, the South San Joaquin Irrigation District (SSJID). The City of Tracy has need for this additional water capacity and supply and a separate agenda item relates to the necessary agreements between the City of Tracy and Lathrop to perfect the acquisition of the Lathrop supply. If an agreement with SSJID can be reached, a future agenda item would address the water supply purchase from SSJID. This agenda item relates to the proposed agreements with four property owners within Urban Reserve 6 of the City's General Plan (otherwise known as Cordes Ranch) who would benefit from both water capacity and supply acquisitions to meet their anticipated water demands.

DISCUSSION

To facilitate the timely purchase of the City of Lathrop's excess water capacity and supply (herein referred to as Lathrop Water) from the South County Water Supply Project, the City is proposing a supplemental appropriation and loan from the Wastewater Enterprise Fund to the Water Fund in the amount of $5 million, which is the subject of a separate, but related City Council agenda item. The potential purchase of additional South County Water Supply Project water supply directly from SSJID will be the subject of a future agenda item, once the draft agreements and environmental analysis have been completed. However, processing of such negotiations and draft agreements will involve staff, legal, and consultant costs.

To recover both the $5 million loan to the Water Fund for the Lathrop Water and the costs to process and acquire the additional South County Water Supply Project water supply acquisition directly from SSJID, reimbursement agreements with potential benefiting parties have been drafted for City Council consideration and approval. There are four separate agreements with the four main property owners in Urban Reserve 6, who are also the proponents of the Cordes Ranch project: Prologis, LP; GBC Global Investments, Inc.; Delta Properties; and TWL Investors, LLC.

The agreements stipulate that the City shall recover its costs for the Lathrop Water purchase plus 2.5% interest with funds received from the benefitting parties in payments to the City over a two year period beginning in September of 2013. The agreements stipulate that costs associated with procuring additional water supply directly from SSJID shall commence with payments to the City beginning in July 2013. Security in the form of

letters of credit or cash is required to secure and guarantee the performance by the benefitting parties.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no fiscal impact to the General Fund. This agenda item establishes reimbursement agreements whereby parties benefitting from the City's acquisition of additional water supplies and capacity are required to fund all of the costs associated with the water procurement.

RECOMMENDATION

That the City Council, by resolution, approves four reimbursement agreements between the City and Prologis; GBC Global Investments, Inc.; Delta Properties; and TWL Investors, LLC., and authorize the Mayor to execute the agreements.

Prepared by: Bill Dean, Assistant Development Services Director

Reviewed by: Andrew Malik, Development Services Director, and
Steve Bayley, Project Specialist

Approved by: R. Leon Churchill, Jr., City Manager

_____

RESOLUTION _____

APPROVING REIMBURSEMENT AGREEMENTS WITH PROLOGIS, LP; GBC GLOBAL INVESTMENTS, INC; DELTA PROPERTIES; AND TWL INVESTORS, LLC FOR THE ACQUISITION OF WATER CAPACITY AND SUPPLY AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS

WHEREAS, The City of Lathrop has a two million gallons per day surplus of treated water capacity and 1,120 acre-feet of surplus water supply in the South County Water Supply Project; and

WHEREAS, The City of Lathrop will retain sufficient capacity and water supply for their community needs while proposing to sell Tracy two million gallons per day of surplus capacity and 1,120 acre-feet of surplus water supply; and

WHEREAS, The City intends to separately acquire additional water supplies from South County Water Supply Project; and

WHEREAS, The City of Tracy intends to put this additional capacity and water supply to immediate use intended for potable water demands for development of lands within Urban Reserve 6 of the City's General Plan, otherwise known as the Cordes Ranch project; and

WHEREAS, The Lathrop-Tracy Purchase Agreement is not effective until a developer cost recovery agreement or agreements and securities are in place; and

WHEREAS, Four property owners within General Plan Urban Reserve 6 have committed to fund the water capacity and supply in the amount of $5 million with payments made to the City over the course of two years.

NOW, THEREFORE, BE IT RESOLVED, That the City Council hereby approves four separate reimbursement agreements with Prologis, LP; GBC Global Investments, Inc.; Delta Properties; and TWL Investors, LLC, attached herein as Exhibit A, Exhibit, B, Exhibit C, and Exhibit D, respectively to fund the City's purchase of water supply and capacity from the City of Lathrop and the South County Water Supply Project, and authorizes the Mayor to execute the agreements.

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

The foregoing Resolution was adopted by the Tracy City Council on the 4th day of June, 2013 by the following vote:

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

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

AGREEMENT BETWEEN THE CITY OF TRACY AND PROLOGIS, L.P., REGARDING REIMBURSEMENT FOR ACQUISITION OF WATER SUPPLY AND CONVEYANCE CAPACITY

THIS AGREEMENT ("Agreement") is entered into on June 4, 2013 ("***Effective Date***") by and between the City of Tracy, a municipal corporation of the State of California ("***City***") and Prologis, L.P., a Delaware limited partnership ("***Prologis***"). City and Prologis are sometimes referred to herein individually as the "***party***" and collectively as "***parties***."

RECITALS

This Agreement is predicated on the following facts, which are hereby incorporated into and made a part of this Agreement.

A. Prologis owns approximately one thousand two hundred and thirty eight (1,238) acres of land in unincorporated San Joaquin County, adjacent to the City's municipal boundaries and within the City's sphere of influence, as more particularly described and shown on attached Exhibit A ("***Prologis Property***"). The Prologis Property is within a larger planning area designated Urban Reserve 6 in the City's current General Plan, which consists of a total of approximately one thousand seven hundred and eighty (1,780) acres, as shown on attached Exhibit B ("***Urban Reserve 6***").

B. GBC Global Investments, Inc., a California corporation ("***GBC***") owns approximately one hundred and ninety four (194) acres of land in Urban Reserve 6, as shown on attached Exhibit B ("***GBC Property***"). TWL Investors, LLC, a California limited liability company ("***TWL***") owns approximately one hundred eight (108) acres of land in Urban Reserve 6, as shown on attached Exhibit B ("***TWL Property***"). R&B Delta, LLC, a California limited liability company ("***Delta***") owns approximately one hundred ten (110) acres of land in Urban Reserve 6, as shown on attached Exhibit B ("***Delta Property***"). Together, GBC, TWL and Delta may be referred to herein as the "***Other Participating Property Owners***."

C. City is currently preparing a specific plan for Urban Reserve 6 pursuant to Section 65450, *et seq.*, of the California Government Code (the "***Cordes Ranch Specific Plan***"), and Prologis and the Other Participating Property Owners are currently seeking various land use entitlements, permits and approvals from City to develop their respective properties in Urban Reserve 6 following City's adoption of the Cordes Ranch Specific Plan.

D. City is one of four (4) cities that participate in the South County Water Supply Project ("***SCWSP***") with the South San Joaquin Irrigation District ("***SSJID***") for the purchase, treatment and conveyance of potable water supplies. The other cities are the City of Lathrop ("***Lathrop***"), the City of Escalon, and the City of Manteca. Pursuant to separate agreements with SSJID, each participating city is allocated a specific volume of treated water supplies and a specific volume of conveyance capacity in the SCWSP system.

E. Under its agreement with SSJID, Lathrop is currently allocated treated water supplies and conveyance capacity in excess of its current and future projected needs.

F. City desires to purchase from Lathrop an entitlement to approximately one thousand one hundred and twenty (1,120) acre feet annually of water supplies and two (2) million gallons per day ("***MGD***") of treatment and conveyance capacity (together, the "***Lathrop Water Supply***").

City and Lathrop currently anticipate that the purchase price for the Lathrop Water Supply will be five million dollars ($5,000,000), and further anticipate executing an agreement for Lathrop's sale and City's purchase of the Lathrop Water Supply not later than August 15, 2013.

G. In addition to the Lathrop Water Supply, City desires to acquire from SSJID an entitlement to approximately Two Thousand (2,000) acre feet annually of water supplies ("***SSJID Water Supply***") to further supplement City's water portfolio. City currently anticipates that its acquisition costs for the SSJID Water Supply will be no greater than one million five hundred thousand dollars ($1,500,000), and further anticipates executing an agreement for SSJID to document City's acquisition of the SSJID Water Supply not later than December 31, 2014.

H. By entering into this Agreement, the parties hereby desire to memorialize the terms and conditions under which Prologis shall reimburse City for Prologis' share of all of City's costs associated with City's acquisitions and use of the Lathrop Water Supply and the SSJID Water Supply as set forth more fully herein.

I. It is anticipated that each of the Other Participating Property Owners will enter into substantially similar reimbursement agreements with City, which will provide for each of the Other Participating Property Owners to reimburse City for their respective fair share of costs associated with City's acquisitions and use of the Lathrop Water Supply and the SSJID Water Supply. As set forth herein, the parties acknowledge and agree that the validity and effectiveness of each reimbursement agreement will depend upon the validity and effectiveness of the other three agreements, such that all four agreements must be executed for any single agreement to have any validity or effect.

J. City, Prologis and the Other Participating Property Owners have agreed that, for purposes of their respective reimbursement agreements with City, their respective fair shares of the costs associated with City's acquisitions and use of the Lathrop Water Supply and the SSJID Water Supply are as follows (each, "Fair Share"):

Prologis:	(73.49%)
GBC:	(12.84%)
Delta:	(6.72%)
TWL:	(6.95%)

In consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

AGREEMENT

1. Prologis' Obligations Relating to Lathrop Water Supply.

If, and only if, by August 15, 2013, City, Lathrop and SSJID have executed the necessary agreements and obtained the necessary consents from the City of Manteca and the City of Escalon for Lathrop to sell to City, and City to purchase from Lathrop, the Lathrop Water Supply, then Prologis shall reimburse City for its Fair Share of the cost to City of acquiring the Lathrop Water Supply from Lathrop and SSJID as set forth below. If City, Lathrop and SSJID have not executed such necessary documents and obtained the necessary consents as described above, by August 15, 2013, and the parties have not mutually agreed to an extension of said date, then the parties' obligations hereunder with respect to the Lathrop Water Supply shall be null and

void, subject to the parties entering into mutually acceptable terms upon which such time will be extended.

(a) Prologis shall reimburse City for Prologis' Fair Share of the actual purchase price to City of the Lathrop Water Supply, as set forth in the purchase and sale agreements between City and Lathrop (hereafter, the "***Lathrop Actual Purchase Price***"); provided, however, that if the Lathrop Actual Purchase Price exceeds five million dollars ($5,000,000), then City shall have no obligations under Section 3 of this Agreement with respect to the Lathrop Water Supply unless and until Prologis and each of the Other Participating Property Owners agrees, in a written amendment to their respective reimbursement agreements, that each will pay their Fair Share of any such additional amount. Notwithstanding the foregoing, the parties agree that Prologis shall have the right, but not the obligation, to pay the Fair Share of any Other Participating Property Owner that declines to pay such additional amount, in which case, City's reimbursement agreement with each Other Participating Property Owner that declined to pay its Fair Share of such additional amount shall be null and void as to the Lathrop Water Supply, and City's reimbursement agreement with each Other Participating Property Owner that has agreed, in a written amendment to its reimbursement agreement, to pay such additional amount, shall remain valid and in effect.

(b) Not later than September 15, 2013, Prologis shall pay to City its Fair Share of the amount of five hundred thousand dollars ($500,000) ("***Initial Lathrop Water Supply Payment***"), which Fair Share constitutes three hundred sixty seven thousand four hundred and forty six dollars and ninety four cents ($367,446.94).

(c) Prologis shall reimburse City for Prologis' Fair Share of the remainder of the Lathrop Actual Purchase Price in six (6) equal, quarterly installments on the following dates (collectively, the "***Installment Payments***") unless Prologis elects to pre-pay the entire remaining amount due.

(i) December 31, 2013
(ii) March 31, 2014
(iii) June 30, 2014
(iv) September 30, 2014
(v) December 31, 2014
(vi) March 31, 2015

The amount of each Installment Payment, and the dollar amount of Prologis' Fair Share of each Installment Payment, shall be determined by the Lathrop Actual Purchase Price. As of the date of the parties' execution of this Agreement, the parties anticipate that the Lathrop Actual Purchase Price will be five million dollars ($5,000,000). In the event that the Lathrop Actual Purchase Price is $5,000,000, then the amount of each Installment Payment shall be seven hundred fifty thousand dollars ($750,000), and the dollar amount of Prologis' Fair Share of each Installment Payment shall be five hundred fifty one thousand one hundred and seventy dollars and forty two cents ($551,170.42). In the event that the Lathrop Actual Purchase Price is more than, as provided herein, or less than $5,000,000, then the amount of each Installment Payment and the dollar amount of Prologis' Fair Share of each Installment Payment shall be increased or decreased accordingly.

(d) City shall be entitled to interest on the outstanding balance of the Lathrop Actual Purchase Price, at the rate of Two and One Half Percent (2.5%) per year, payable as follows:

(i) On the same day that Prologis pays its Fair Share of the Initial Lathrop Water Supply Payment, Prologis shall pay its Fair Share of the interest due to City, calculated from the date that City acquires the Lathrop Water Supply, as set forth in the purchase and sale agreement between City and Lathrop, to the date that Prologis pays its Fair Share of the Initial Lathrop Water Supply Payment.

(ii) On the same day that Prologis pays its Fair Share of each Installment Payment, Prologis shall pay its Fair Share of the interest due to City on the outstanding balance of the Lathrop Actual Purchase Price, calculated from the date of Prologis' preceding payment under this Agreement to the date of such Installment Payment.

(e) Not later than June 15, 2013, Prologis shall provide to City an irrevocable, standby letter of credit (the "Letter of Credit"), in the amount of three million six hundred seventy four thousand four hundred and sixty nine dollars and forty four cents ($3,674,469.44), which amount is equal to Prologis' Fair Share of the anticipated purchase price of the Lathrop Water Supply, to secure and guarantee Prologis' performance of its obligation to make payments under this Agreement. The Letter of Credit shall be maintained in effect (i) until Prologis has fully reimbursed City for Prologis' Fair Share of the entire Lathrop Actual Purchase Price or (ii) unless the parties' obligations under this Section 1 are terminated in accordance with Section 1(a) above, in which case Prologis' obligations to maintain the Letter of Credit shall be terminated accordingly; or, if Prologis is unable to obtain a Letter of Credit with a duration longer than twelve months, then Prologis shall renew or replace the Letter of Credit at least ten (10) days prior to its expiration each year. If Prologis fails to renew or replace the Letter of Credit as herein required, then City may draw down the entire amount of the Letter of Credit prior to its expiration for purposes of satisfying the remaining payment obligations relating to the Lathrop Water Supply of Prologis hereunder. As Prologis pays its Fair Share of the Initial Lathrop Water Supply Payment and each Installment Payment to City, as provided herein, the amount of the Letter of Credit may be reduced by the dollar amount of the payments actually made by Prologis; provided, however, that at no time during the effective period of the Letter of Credit shall the amount of the Letter of Credit be less than the total amount of Prologis outstanding reimbursement obligation for the Lathrop Water Supply under this Agreement. The Letter of Credit shall be issued by a bank approved by City, which approval shall not be unreasonably withheld or delayed, and be in a form that is reasonably acceptable to the City Attorney. The parties hereby acknowledge and agree that the provision of the Letters of Credit by Prologis and the Other Participating Property Owners pursuant to their respective reimbursement agreements is a material consideration for City's entering into this Agreement, that City would not have entered into this Agreement or reimbursement agreements with the Other Participating Property Owners without the assurance that Prologis and the Other Participating Property Owners would provide the required Letters of Credit, and therefore the failure of Prologis or any Other Participating Property Owner to provide and maintain the required Letter of Credit shall render City's obligations with respect to the Lathrop Water Supply null and void and of no further force and effect. Notwithstanding the foregoing, in the event that any Other Participating Property Owner does not provide and maintain its required Letter of Credit in accordance with this Section 1(e), then Prologis shall have the right, but not the obligation, to replace its Letter of Credit with an amended Letter of credit describing the additional secured obligation of the Other Participating Property Owner and increasing the amount of its Letter of Credit to cover the outstanding amount of said Other Participating Property Owner, in which case the parties' obligations with respect to the Lathrop Water Supply shall remain in full force and effect.

(f) The parties hereby acknowledge and agree that, in addition to Prologis' obligation to reimburse City for Prologis' Fair Share of the full Lathrop Actual Purchase Price, Prologis shall

reimburse City for Prologis' Fair Share of all of City's actual costs incurred in acquiring the Lathrop Water Supply, including costs incurred for City staff and consultants' time, pursuant to separate cost recovery agreements between City and Prologis.

2. Prologis' Obligations Relating to SSJID Water Supply.

(a) Not later than July 1, 2013, Prologis shall pay to City its Fair Share of the amount of one hundred fifty thousand dollars ($150,000) ("***Initial SSJID Water Supply Payment***"), which Fair Share constitutes one hundred ten thousand two hundred and thirty four dollars and eight cents ($110,234.08).

(b) Not later than thirty (30) days following Prologis' receipt of notice from City that City has executed an agreement with SSJID for City's acquisition of the SSJID Water Supply, Prologis shall pay its Fair Share of the actual acquisition price ("***SSJID Actual Purchase Price***") to be paid by City for the SSJID Water Supply pursuant to such agreement between City and SSJID, provided that the sum of the SSJID Actual Purchase Price and the Initial SSJID Water Supply Payment does not exceed one million five hundred thousand dollars ($1.5 million). If City cannot acquire the SSJID Water Supply for $1.5 million or less (including the Initial SSJID Water Supply Payment), then City shall have no obligation under this Agreement to obtain the SSJID Water Supply unless and until Prologis and all of the Other Participating Property Owners agree, in a written amendment to their respective reimbursement agreements, that they are each willing to pay their respective Fair Share of any such additional amount. Absent such written agreements, if the sum of the SSJID Actual Purchase Price and the Initial SSJID Water Supply Payment to acquire the SSJID Water Supply would exceed $1.5 million, the parties shall have no further obligations hereunder with respect to the SSJID Water Supply. Notwithstanding the foregoing, the parties agree that Prologis shall have the right, but not the obligation, to cover the Fair Share of any Other Participating Property Owner that elects not to proceed in the event of any additional costs, and in which case, City shall proceed with the acquisition of the SSJID Water Supply as contemplated herein.

(c) Consistent with Section 1 above, the parties hereby acknowledge and agree that, in addition to Prologis' obligation to reimburse City for Prologis' Fair Share of the full SSJID Actual Purchase Price, Prologis shall reimburse City for Prologis' Fair Share of all of City's actual costs incurred in acquiring the SSJID Water Supply, including costs incurred for City staff and consultants' time, pursuant to separate cost recovery agreements between City and Prologis.

3. City Obligations.

(a) City shall use good faith and diligent efforts to complete its acquisition of the Lathrop Water Supply on or before August 15, 2013, and to complete its acquisition of the SSJID Water Supply on or before December 31, 2014, subject to and consistent with its legal duties and obligations as a municipal corporation in the State of California, to provide City with sufficient potable water supplies to provide potable water service to Urban Reserve 6 consistent with the service obligations contemplated in the Water Supply Assessment for the Cordes Ranch Specific Plan dated January 2013 (the "***WSA***") and the City of Tracy Cordes Ranch Specific Plan Project Draft Environmental Impact Report dated April 5, 2013 (the "***EIR***").

(b) Nothing in this Agreement shall be interpreted as committing City to a definite course of action with respect to land use planning or any development proposals for or relating to Urban Reserve 6 or its consideration of the proposed Cordes Ranch Specific Plan and any related City permits and approvals. City hereby expressly retains its full discretion in

considering land use plans and proposals for Urban Reserve 6, including, without limitation, the ability to approve or decline to approve the proposed Cordes Ranch Specific Plan and any related City permits and approvals, and this Agreement is in no way binding on City's discretion in this regard.

(c) The parties further acknowledge and agree that by this Agreement, City shall have no obligation to reimburse Prologis for the funding provided for herein. Notwithstanding the foregoing, City shall use good faith and diligent efforts to facilitate the reimbursement to Prologis from any other property owners that benefit from City's acquisition of the Lathrop Water Supply or the SSJID Water Supply, subject to and consistent with its legal duties and obligations as a municipal corporation in the State of California, as contemplated herein.

(d) In the event the City Council approves the Cordes Ranch Specific Plan and any related City permits and approvals and completes its acquisitions of the Lathrop Water Supply and/or the SSJID Water Supply as contemplated by this Agreement, and provided that the water demands generated by development in Urban Reserve 6 do not exceed the water demand projections for Urban Reserve 6 set forth in the WSA and the EIR, the parties further acknowledge and agree that Prologis' reimbursements made under this Agreement (including any additional payments that may be made on behalf of any Other Participating Property Owner pursuant to Sections 1(a), 1(e) and/or 2(b) above) shall be reflected in any Finance Implementation Plan for Urban Reserve 6 and the Cordes Ranch Specific Plan that is or becomes applicable to Prologis.

4. Condition Precedent to Effectiveness of City's and Prologis' Obligations

City's and Prologis' obligations set forth in Section 1, Section 2 and Section 3 above, shall not be effective unless and until City has received from each of the Other Participating Property Owners, a reimbursement agreement that is substantially similar to this Agreement, as determined by City, and that is signed by an authorized representative of each of the Other Participating Property Owners, requiring each of the Other Participating Property Owners to reimburse City for their respective Fair Share of all of City's costs to acquire the Lathrop Water Supply and the SSJID Water Supply, including costs for City staff time and consultants' time. In the event of a conflict between the language of this Section 4 and any other language or provision of this Agreement, this Section 4 shall prevail.

5. Attorneys' Fees.

In the event any legal action is commenced by a party to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs and expenses incurred related thereto.

6. Modifications.

This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

7. 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.

8. Jurisdiction and Venue.

The interpretation, validity and enforcement of this 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.

9. Entire Agreement.

This Agreement, including all attached Exhibits, comprises the entire integrated understanding between the parties. This Agreement supersedes all prior negotiations, representations or agreements.

10. Notices.

All notices to be given hereunder shall be in writing and may be personally delivered or mailed to the respective party at the addresses set forth below (either party may modify its address for notice by providing written notice to the other party). Any notice shall be deemed to have been given and received on the first to occur of: (a) actual receipt at the address set forth below; or (b) three working days following the deposit in the United States Mail of registered or certified mail sent to the address set forth below.

City:

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
209.831.6000 (tel)
209.831.6120 (fax)
Attn: City Manager

With a copy to:

City Attorney's Office of City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
209.831.6130 (tel)
209.831.6137 (fax)
Attn: City Attorney

Prologis
Pier 1, Bay 1
San Francisco, CA 94111
415.394.9000 (tel)
415.394.9001 (fax)
Attn: Dan Letter

With a copy to:

Miller Starr Regalia
1331 North California Blvd., Fifth Floor
Walnut Creek, CA 94596
925.935.9400 (tel)
925.933.4126 (fax)
Attn: Nadia Costa

11. Term of Agreement.

The term of this Agreement shall commence on the Effective Date and shall remain effective until Prologis has satisfied its reimbursement obligations as set forth herein, or unless and until the Agreement is terminated pursuant to its terms, including but not limited to Section 1(e) above.

12. Indemnification.

Prologis 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 of any kind (including court costs and attorney's fees) resulting from or arising out of this Agreement except in the event and to the extent of City's gross negligence or willful misconduct.

13. Defense of Legal Challenge.

In the event of any administrative, legal, equitable or other action or proceeding instituted by any person, entity or organization, to challenge this Agreement (collectively, "***Challenge***"), Prologis shall defend and indemnify City against any and all fees and costs arising out of the defense of such Challenge, including the fees and costs of City's own in-house or special counsel retained to protect City's interests. In the event of any such Challenge, each party shall be entitled to legal counsel of its choice, at Prologis' expense, and the parties and their respective counsel shall cooperate with each other in the defense of any such Challenge, including in any settlement negotiations. If a court in any such Challenge in a final judgment awards any form or amount of money damages to such third party as a result thereof, or any attorneys' fees or costs to such third party, Prologis shall bear full and complete responsibility to comply with the requirements of such award, and hereby agrees to pay Prologis' Fair Share of all damages, fees and costs on behalf of City.

14. No Money Damages.

The parties hereby acknowledge that 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 it is a material part of Prologis' 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, Prologis, on the one hand, and 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

15. Assignment.

Prologis shall have the right to sell, assign, or transfer its rights under this Agreement, in whole or in part, to any individual or entity ("***Assignee***") that secures an interest in the Prologis Property, subject to City's consent, which shall not be unreasonably withheld or delayed, and provided that the Assignee expressly assumes said obligations hereunder. At least thirty (30) days prior to any proposed assignment, Prologis shall notify City of its intent to assign this Agreement (in whole or in part) and shall provide to City a copy of the proposed Assignment and Assumption Agreement that would reflect the Assignee's express assumption of any and all obligations hereunder.

16. 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 Prologis 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
City of Tracy, a municipal corporation

By: _____

Its: _____

Date: _____

Attest:

_____

By: _____

Its: CITY CLERK

Date: _____

Approved as to form:

By: _____

Its: CITY ATTORNEY

Date: _____

PROLOGIS
Prologis, L.P., a Delaware limited partnership

By: _____

Its: _____

Date: _____

EXHIBIT A

"PROLOGIS PROPERTY"

Exhibit A

Legal Description: Prologis., LP Property

Real property in the unincorporated area of the County of SAN JOAQUIN, State of CALIFORNIA, described as follows:

PARCEL A:

PARCEL 2 AS SHOWN ON NOTICE OF LOT LINE ADJUSTMENT NO. LA-01-0017 AS EVIDENCED BY DOCUMENT RECORDED APRIL 26, 2001 AS INSTRUMENT NO. 2001-062040 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
ALL THAT CERTAIN REAL PROPERTY SITUATE, LYING AND BEING IN THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, LYING IN SECTION 27, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:
THE NORTH ½ OF SECTION 27 TOGETHER WITH THE SOUTH ½ OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN.
EXCEPTING THEREFROM THAT CERTAIN PARCEL DESCRIBED IN THE DEED TO THE UNITED STATES OF AMERICA, RECORDED FEBRUARY 25, 1945 IN VOLUME 1103 OF OFFICIAL RECORDS, PAGE 464, SAN JOAQUIN COUNTY RECORDS, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 27 AND
RUNNING THENCE NORTH 00° 20. WEST, ALONG THE WESTERLY BOUNDARY OF SAID SECTION 27, A DISTANCE OF 405.3 FEET TO A POINT, SAID POINT BEING SOUTH 00° 20. EAST 2234.5 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 27;
THENCE CONTINUING NORTH 00° 20. WEST, ALONG SAID WESTERLY BOUNDARY, 252.8 FEET;
THENCE LEAVING SAID BOUNDARY, SOUTH 48° 17. EAST 481.7 FEET;
THENCE SOUTH 35° 17. EAST 432.1 FEET TO A POINT IN THE SOUTHERLY BOUNDARY OF THE NORTHWEST QUARTER OF SAID SECTION 27, SAID POINT IS SOUTH 89° 31. EAST 605.3 FEET FROM THE POINT OF BEGINNING;
THENCE NORTH 89° 31. WEST, ALONG LAST NAMED BOUNDARY, 215.7 FEET TO A POINT;
THENCE CONTINUING NORTH 89° 31. WEST, ALONG SAID BOUNDARY, 389.6 FEET TO THE POINT OF BEGINNING.
ALSO EXCEPTING THEREFROM THAT CERTAIN PARCEL DESCRIBED IN THE DEED TO THE UNITED STATES OF AMERICA, RECORDED MAY 15, 1947 IN VOLUME 1065 OF OFFICIAL RECORDS, PAGE 227, SAN JOAQUIN COUNTY RECORDS, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT THAT IS ON THE NORTHERLY BOUNDARY OF THE SOUTH ½ OF SAID SECTION 27, AND IS DISTANT THERE ALONG, SOUTH 89° 31. EAST 389.6 FEET FROM THE WEST ¼ CORNER OF SAID SECTION 27, AND
RUNNING THENCE ALONG SAID NORTHERLY BOUNDARY, SOUTH 89° 31. EAST 215.7;
THENCE LEAVING SAID BOUNDARY AND RUNNING SOUTH 35° 17. EAST 127.2 FEET;
THENCE SOUTH 61° 36. EAST 1374.2 FEET;
THENCE SOUTH 55° 51. EAST 455.1 FEET;
THENCE NORTH 25° 54. EAST 367.6 FEET;
THENCE SOUTH 64° 06. EAST 80.00 FEET;
THENCE SOUTH 25° 54. WEST 379.2 FEET;
THENCE SOUTH 55° 41. EAST 2161.3 FEET;

THENCE SOUTH 23° 19. EAST 370.6 FEET;
THENCE SOUTH 23° 19. EAST 50.0 FEET TO A POINT IN THE NORTHERLY BOUNDARY OF THE EXISTING RIGHT OF WAY FOR THE COUNTY ROAD ALONG THE SOUTHERLY BOUNDARY OF SAID SECTION 27;
THENCE SOUTH 23° 19. EAST 21.9 FEET TO A POINT THAT IS ON THE SOUTHERLY BOUNDARY OF SAID SECTION 27 AND IS DISTANT THERE ALONG NORTH 89° 25. WEST 1006.8 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 27;
THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID SECTION 27, NORTH 89° 25. WEST 166.2 FEET;
THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY, NORTH 89° 25. WEST 179.7 FEET;
THENCE LEAVING SAID BOUNDARY AND RUN NORTH 18° 21. WEST 21.1 FEET TO A POINT IN THE NORTHERLY BOUNDARY OF THE EXISTING RIGHT OF WAY FOR SAID COUNTY ROAD;
THENCE NORTH 18° 21. WEST 40.0 FEET TO A POINT DESIGNATED FOR THE PURPOSE OF REFERENCE THERETO HEREINAFTER, AS POINT C;
THENCE NORTH 18° 21. WEST 151.3 FEET;
THENCE NORTH 55° 51. WEST 316.2 FEET TO A POINT DESIGNATED FOR THE PURPOSE OF REFERENCE THERETO HEREINAFTER AS POINT D;
THENCE NORTH 55° 51. WEST 2044.6 FEET;
THENCE NORTH 64° 13. WEST 1341.4 FEET;
THENCE NORTH 44° 08. WEST 299.4 FEET TO A POINT DESIGNATED FOR THE PURPOSE OF REFERENCE THERETO HEREINAFTER, AS POINT A;
THENCE NORTH 44° 08. WEST 423.7 FEET TO A POINT DESIGNATED FOR THE PURPOSE OF REFERENCE THERETO HEREINAFTER, AS POINT B;
THENCE NORTH 44° 08. WEST 67.8 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF THE SOUTH 1/2 OF SAID SECTION 27 AND IS DISTANT THERE ALONG NORTH 89° 31. WEST 220.0 FEET FROM THE POINT OF BEGINNING;
THENCE ALONG SAID NORTHERLY BOUNDARY, SOUTH 89° 31. EAST 220.00 FEET TO THE POINT OF BEGINNING.
ALSO EXCEPTING THEREFROM THAT CERTAIN PARCEL DESCRIBED
IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED SEPTEMBER 14, 1962 IN VOLUME 2595 OF OFFICIAL RECORDS, PAGE 390, SAN JOAQUIN COUNTY RECORDS, SAID PARCELS

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

PARCEL NO. 2:
BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SCHULTE ROAD, COUNTY ROAD NO. 01-281 (A ROAD 60-FEET WIDE) WITH THE EAST LINE OF PATTERSON PASS ROAD, COUNTY ROAD NO. 01-280 (A ROAD 60-FEET WIDE); SAID INTERSECTION BEARS NORTH 44°32. 52" EAST 43.01 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 27, SAID INTERSECTION BEING AT THE COORDINATES Y=446,615.92 FEET AND X=1,702,033.19 FEET;

THENCE ALONG SAID EASTERLY LINE OF PATTERSON PASS ROAD, NORTH 00° 19. 04" EAST 65.00 FEET;
THENCE SOUTH 45° 27. 08" EAST 90.69 FEET TO SAID NORTHERLY LINE OF SCHULTE ROAD;
THENCE ALONG SAID NORTHERLY LINE, NORTH 88° 46. 38" WEST 65.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:
ALL THAT CERTAIN REAL PROPERTY SITUATE, LYING AND BEING IN THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, LYING IN THE NORTH ½ OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN;
THENCE ALONG THE EAST LINE OF SAID SECTION 27, SOUTH 0° 22. 36" WEST 2635.22 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27;
THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, NORTH 88° 53. 27" WEST 1652.51 FEET;
THENCE ALONG A LINE PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, NORTH 00° 22. 36" EAST 2636.66 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27;
THENCE ALONG THE NORTH LINE OF NORTHEAST QUARTER OF SAID SECTION 27, SOUTH 88° 50. 27" EAST 1652.53 FEET TO THE POINT OF BEGINNING.

PARCEL B:

PARCEL 1 AS SHOWN ON NOTICE OF LOT LINE ADJUSTMENT NO. LA-01-0017 AS EVIDENCED BY DOCUMENT RECORDED APRIL 26, 2001 AS INSTRUMENT NO. 2001-062040 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
ALL THAT CERTAIN REAL PROPERTY SITUATE, LYING AND BEING IN THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, LYING IN THE NORTH ½ OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN;
THENCE ALONG THE EAST LINE OF SAID SECTION 27, SOUTH 0° 22. 36" WEST 2635.22 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27;
THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, NORTH 88° 53. 27" WEST 1652.51 FEET;
THENCE ALONG A LINE PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, NORTH 00° 22. 36" EAST 2636.66 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27;
THENCE ALONG THE NORTH LINE OF NORTHEAST QUARTER OF SAID SECTION 27, SOUTH 88° 50. 27" EAST 1652.53 FEET TO THE POINT OF BEGINNING.

PARCEL C:

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

PARCEL C-1:

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

PARCEL D:

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

PARCEL E:

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

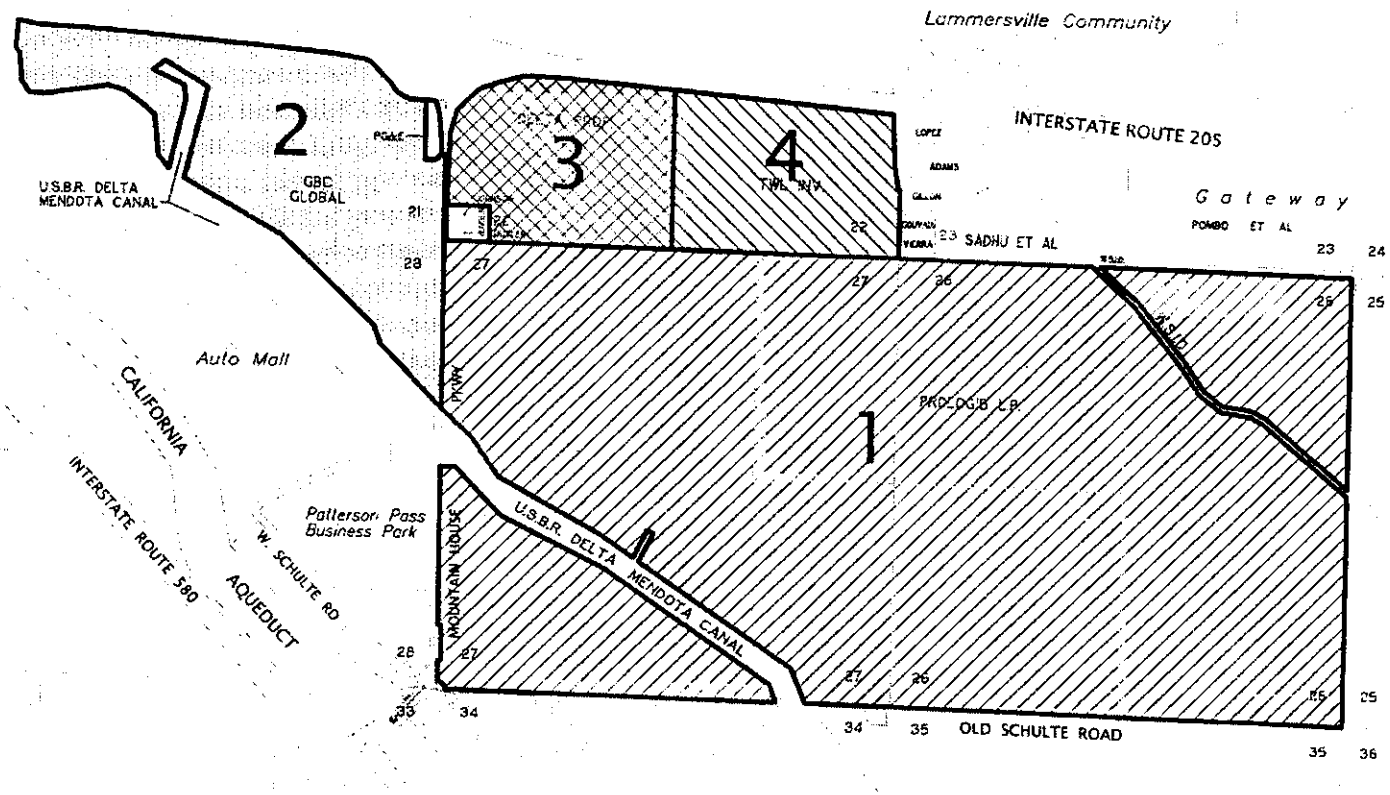
PARCEL F:

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

APN:
209-120-030-000 (AFFECTS PORTION OF PARCEL A)
209-120-040-000 (AFFECTS PORTION OF PARCEL A)
209-120-050-000 (AFFECTS PARCEL B)
209-120-060-000 (AFFECTS PORTION OF PARCEL A)
209-120-070-000 (AFFECTS PORTION OF PARCEL A)
209-220-030-000 (AFFECTS PARCEL D)
209-220-040-000 (AFFECTS PARCEL E)
209-220-060-000 (AFFECTS PARCEL F)
209-220-070-000 (AFFECTS PARCEL C)

EXHIBIT B

"URBAN RESERVE 6"



1 PROLOGIS L.P.

2 GBC GLOBAL INVESTMENTS

3 DELTA PROPERTIES

4 TWL INVESTORS LLC

NORTH

0 1000 2000 4000

GRAPHIC SCALE 1" = 2000'

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796

EXHIBIT "B"
URBAN RESERVE 6 PROPERTY OWNERS

TRACY CALIFORNIA

DATE	05/28/2013
JOB NO.	A09500
SCALE	1" =2000'
SHEET	2

Z:\2009\A09500\COST SHARING.dwg 4/15/2013 6:59:37 PM PDT

Exhibit B

AGREEMENT BETWEEN THE CITY OF TRACY AND GBC GLOBAL INVESTMENTS, INC., REGARDING REIMBURSEMENT FOR ACQUISITION OF WATER SUPPLY AND CONVEYANCE CAPACITY

THIS AGREEMENT ("Agreement") is entered into on June 4, 2013 ("***Effective Date***") by and between the City of Tracy, a municipal corporation of the State of California ("***City***") and GBC Global Investments, Inc., a California corporation ("***GBC***"). City and GBC are sometimes referred to herein individually as the "***party***" and collectively as "***parties***."

RECITALS

This Agreement is predicated on the following facts, which are hereby incorporated into and made a part of this Agreement.

A. GBC owns approximately one hundred ninety four (194) acres of land in unincorporated San Joaquin County, adjacent to the City's municipal boundaries and within the City's sphere of influence, as more particularly described on attached Exhibit A ("***GBC Property***"). The GBC Property is within a larger planning area designated Urban Reserve 6 in the City's current General Plan, which consists of a total of approximately one thousand seven hundred and eighty (1,780) acres, as shown on attached Exhibit B ("***Urban Reserve 6***").

B. Prologis, L.P., a Delaware limited partnership ("***Prologis***") owns approximately one thousand two hundred and thirty eight (1,238) acres of land in Urban Reserve 6, as shown on attached Exhibit B ("***Prologis Property***"). TWL Investors, LLC, a California limited liability company ("***TWL***") owns approximately one hundred eight (108) acres of land in Urban Reserve 6, as shown on attached Exhibit B ("***TWL Property***"). R&B Delta, LLC, a California limited liability company ("***Delta***") owns approximately one hundred ten (110) acres of land in Urban Reserve 6, as shown on attached Exhibit B ("***Delta Property***"). Together, Prologis, TWL and Delta may be referred to herein as the "***Other Participating Property Owners***."

C. City is currently preparing a specific plan for Urban Reserve 6 pursuant to Section 65450, *et seq.*, of the California Government Code (the "***Cordes Ranch Specific Plan***"), and GBC and the Other Participating Property Owners are currently seeking various land use entitlements, permits and approvals from City to develop their respective properties in Urban Reserve 6 following City's adoption of the Cordes Ranch Specific Plan.

D. City is one of four (4) cities that participate in the South County Water Supply Project ("***SCWSP***") with the South San Joaquin Irrigation District ("***SSJID***") for the purchase, treatment and conveyance of potable water supplies. The other cities are the City of Lathrop ("***Lathrop***"), the City of Escalon, and the City of Manteca. Pursuant to separate agreements with SSJID, each participating city is allocated a specific volume of treated water supplies and a specific volume of conveyance capacity in the SCWSP system.

E. Under its agreement with SSJID, Lathrop is currently allocated treated water supplies and conveyance capacity in excess of its current and future projected needs.

F. City desires to purchase from Lathrop an entitlement to approximately one thousand one hundred and twenty (1,120) acre feet annually of water supplies and two (2) million gallons per day ("***MGD***") of treatment and conveyance capacity (together, the "***Lathrop Water Supply***"). City and Lathrop currently anticipate that the purchase price for the Lathrop Water Supply will

be Five Million Dollars ($5,000,000), and further anticipate executing an agreement for Lathrop's sale and City's purchase of the Lathrop Water Supply not later than August 15, 2013.

G. In addition to the Lathrop Water Supply, City desires to acquire from SSJID an entitlement of approximately Two Thousand (2,000) acre feet annually of water supplies ("***SSJID Water Supply***") to further supplement City's water portfolio. City currently anticipates that its acquisition costs for the SSJID Water Supply will be no greater than one million five hundred thousand dollars ($1,500,000), and further anticipates executing an agreement for SSJID to document City's acquisition of the SSJID Water Supply not later than December 31, 2014.

H. By entering into this Agreement, the parties hereby desire to memorialize the terms and conditions under which GBC shall reimburse City for GBC's share of all of City's costs associated with City's acquisitions and use of the Lathrop Water Supply and the SSJID Water Supply as set forth more fully herein.

I. It is anticipated that each of the Other Participating Property Owners will enter into substantially similar reimbursement agreements with City, which will provide for each of the Other Participating Property Owners to reimburse City for their respective fair share of costs associated with City's acquisitions and use of the Lathrop Water Supply and the SSJID Water Supply. As set forth herein, the parties acknowledge and agree that the validity and effectiveness of each reimbursement agreement will depend upon the validity and effectiveness of the other three agreements, such that all four agreements must be executed for any single agreement to have any validity or effect.

J. City, GBC and the Other Participating Property Owners have agreed that, for purposes of their respective reimbursement agreements with City, their respective fair shares of the costs associated with City's acquisitions and use of the Lathrop Water Supply and the SSJID Water Supply are as follows (each, "Fair Share"):

GBC:	(12.84%)
Prologis	(73.49%)
TWL	(6.95%)
Delta	(6.72%)

In consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

AGREEMENT

1. GBC's Obligations Relating to Lathrop Water Supply.

If, and only if, by August 15, 2013, City, Lathrop and SSJID have executed the necessary agreements and obtained the necessary consents from the City of Manteca and the City of Escalon for Lathrop to sell to City, and City to purchase from Lathrop, the Lathrop Water Supply, then GBC shall reimburse City for GBC's Fair Share of the cost to City of acquiring the Lathrop Water Supply from Lathrop and SSJID as set forth below. If City, Lathrop and SSJID have not executed such necessary documents and obtained the necessary consents as described above, by August 15, 2013, and the parties have not mutually agreed to an extension of said date, then the parties' obligations hereunder with respect to the Lathrop Water Supply shall be null and

void, subject to the parties entering into mutually acceptable terms upon which such time will be extended.

(a) GBC shall reimburse City for GBC's Fair Share of the actual purchase price to City of the Lathrop Water Supply, as set forth in the purchase and sale agreements between City and Lathrop (hereafter, the "***Lathrop Actual Purchase Price***"); provided, however, that if the Lathrop Actual Purchase Price exceeds five million dollars ($5,000,000), then neither City nor GBC shall have any further obligations under Section 3 of this Agreement relating to the Lathrop Water Supply unless and until GBC and each of the Other Participating Property Owners agrees, in a written amendment to their respective reimbursement agreements, that they will each pay their Fair Share of any such additional amount. Notwithstanding the foregoing, the parties agree that GBC shall have the right, but not the obligation, to pay the Fair Share of any Other Participating Property Owner that declines to pay such additional amount, in which case, City's reimbursement agreement with each Other Participating Property Owner that declined to pay its Fair Share of such additional amount shall be null and void as to the Lathrop Water Supply, and City's reimbursement agreement with each Other Participating Property Owner that has agreed, in a written amendment to its reimbursement agreement, to pay such additional amount, shall remain valid and in effect.

(b) Not later than September 15, 2013, GBC shall pay to City its Fair Share of the amount of five hundred thousand dollars ($500,000) ("***Initial Lathrop Water Supply Payment***"), which Fair Share constitutes sixty four thousand two hundred and eight dollars and thirty two cents ($64,208.32).

(c) GBC shall reimburse City for GBC's Fair Share of the remainder of the Lathrop Actual Purchase Price in six (6) equal, quarterly installments on the following dates (collectively, the "***Installment Payments***") unless GBC elects to pre-pay the entire remaining amount due.

(i) December 31, 2013
(ii) March 31, 2014
(iii) June 30, 2014
(iv) September 30, 2014
(v) December 31, 2014
(vi) March 31, 2015

The amount of each Installment Payment, and the dollar amount of GBC's Fair Share of each Installment Payment, shall be determined by the Lathrop Actual Purchase Price. As of the date of the parties' execution of this Agreement, the parties anticipate that the Lathrop Actual Purchase Price will be five million dollars ($5,000,000). In the event that the Lathrop Actual Purchase Price is $5,000,000, then the amount of each Installment Payment shall be seven hundred fifty thousand dollars ($750,000), and the dollar amount of GBC's Fair Share of each Installment Payment shall be ninety six thousand three hundred and twelve dollars and forty nine cents ($96,312.49). In the event that the Lathrop Actual Purchase Price is more than, as provided herein, or less than $5,000,000, then the amount of each Installment Payment and the dollar amount of GBC's Fair Share of each Installment Payment shall be increased or decreased accordingly.

(d) City shall be entitled to interest on the outstanding balance of the Lathrop Actual Purchase Price, at the rate of Two and One Half Percent (2.5%) per year, payable as follows:

(i) On the same day that GBC pays its Fair Share of the Initial Lathrop Water Supply Payment, GBC shall pay its Fair Share of the interest due to City, calculated from the date that City acquires the Lathrop Water Supply, as set forth in the purchase and sale agreement between City and Lathrop, to the date that GBC pays its Fair Share of the Initial Lathrop Water Supply Payment.

(ii) On the same day that GBC pays its Fair Share of each Installment Payment, GBC shall pay its Fair Share of the interest due to City on the outstanding balance of the Lathrop Actual Purchase Price, calculated from the date of GBC's preceding payment under this Agreement to the date of such Installment Payment.

(e) Not later than June 15, 2013, GBC shall provide to City an irrevocable, standby letter of credit (the "Letter of Credit"), in the amount of six hundred forty two thousand and eighty three dollars and twenty five cents ($642,083.25), which amount is equal to GBC's Fair Share of the anticipated purchase price of the Lathrop Water Supply, to secure and guarantee GBC's performance of its obligation to make payments under this Agreement. The Letter of Credit shall be maintained in effect (i) until GBC has fully reimbursed City for GBC's Fair Share of the entire Lathrop Actual Purchase Price or (ii) unless the parties' obligations under this Section 1 are terminated in accordance with Section 1(a) above, in which case GBC's obligations to maintain the Letter of Credit shall be terminated accordingly; or, if GBC is unable to obtain a Letter of Credit with a duration longer than twelve months, then GBC shall renew or replace the Letter of Credit at least ten (10) days prior to its expiration each year. If GBC fails to renew or replace the Letter of Credit as herein required, then City may draw down the entire amount of the Letter of Credit prior to its expiration for purposes of satisfying the remaining payment obligations relating to the Lathrop Water Supply of GBC hereunder. As GBC pays its Fair Share of the Initial Lathrop Water Supply Payment and each Installment Payment to City, as provided herein, the amount of the Letter of Credit may be reduced by the dollar amount of the payments actually made by GBC; provided, however, that at no time during the effective period of the Letter of Credit shall the amount of the Letter of Credit be less than the total amount of GBC's outstanding reimbursement obligation for the Lathrop Water Supply under this Agreement. The Letter of Credit shall be issued by a bank approved by City, which approval shall not be unreasonably withheld or delayed, and be in a form that is reasonably acceptable to the City Attorney. The parties hereby acknowledge and agree that the provision of the Letters of Credit by GBC and the Other Participating Property Owners pursuant to their respective reimbursement agreements is a material consideration for City's entering into this Agreement, that City would not have entered into this Agreement or reimbursement agreements with the Other Participating Property Owners without the assurance that GBC and the Other Participating Property Owners would provide the required Letters of Credit, and therefore the failure of GBC or any Other Participating Property Owner to provide and maintain the required Letter of Credit shall render City's obligations with respect to the Lathrop Water Supply null and void and of no further force and effect. Notwithstanding the foregoing, in the event that any Other Participating Property Owner does not provide and maintain its required Letter of Credit in accordance with this Section 1(e), then GBC shall have the right, but not the obligation, to replace its Letter of Credit with an amended Letter of credit describing the additional secured obligation of the Other Participating Property Owner and increasing the amount of its Letter of Credit to cover the outstanding amount of said Other Participating Property Owner, in which case the parties' obligations with respect to the Lathrop Water Supply shall remain in full force and effect.

(f) The parties hereby acknowledge and agree that, in addition to GBC's obligation to reimburse City for GBC's Fair Share of the full Lathrop Actual Purchase Price, GBC shall

reimburse City for GBC's Fair Share of all of City's actual costs incurred in acquiring the Lathrop Water Supply, including costs incurred for City staff and consultants' time, pursuant to separate cost recovery agreements between City and GBC.

2. GBC's Obligations Relating to SSJID Water Supply.

(a) Not later than July 1, 2013, GBC shall pay to City its Fair Share of the amount of one hundred fifty thousand dollars ($150,000) ("***Initial SSJID Water Supply Payment***"), which Fair Share constitutes nineteen thousand two hundred and sixty two dollars and fifty cents ($19,262.50).

(b) Not later than thirty (30) days following GBC's receipt of notice from City that City has executed an agreement with SSJID for City's acquisition of the SSJID Water Supply, GBC shall pay its Fair Share of the actual acquisition price ("***SSJID Actual Purchase Price***") to be paid by City for the SSJID Water Supply pursuant to such agreement between City and SSJID, provided that the sum of the SSJID Actual Purchase Price and the Initial SSJID Water Supply Payment does not exceed one million five hundred thousand dollars ($1.5 million). If City cannot acquire the SSJID Water Supply for $1.5 million or less (including the Initial SSJID Water Supply Payment), then City shall have no obligation under this Agreement to obtain the SSJID Water Supply unless and until GBC and all of the Other Participating Owners agree, in a written amendment to their respective reimbursement agreements, that they are each willing to pay their respective Fair Share of any such additional amount. Absent such written agreements, if the sum of the SSJID Actual Purchase Price and the Initial SSJID Water Supply Payment to acquire the SSJID Water Supply would exceed $1.5 million, the parties shall have no further obligations hereunder with respect to the SSJID Water Supply. Notwithstanding the foregoing, the parties agree that GBC shall have the right, but not the obligation, to cover the Fair Share of any Other Participating Owner that elects not to proceed in the event of any additional costs, and in which case, City shall proceed with the acquisition of the SSJID Water Supply as contemplated herein.

(c) Consistent with Section 1 above, the parties hereby acknowledge and agree that, in addition to GBC's obligation to reimburse City for its Fair Share of the full SSJID Actual Purchase Price, GBC shall reimburse City for its Fair Share of all of City's actual costs incurred in acquiring the SSJID Water Supply, including costs incurred for City Staff and consultants' time, pursuant to separate cost necessary agreements between City and GBC.

3. City Obligations.

(a) City shall use good faith and diligent efforts to complete its acquisition of the Lathrop Water Supply on or before August 15, 2013, and to complete its acquisition of the SSJID Water Supply on or before December 31, 2014 subject to and consistent with its legal duties and obligations as a municipal corporation in the State of California, to provide City with sufficient potable water supplies to provide potable water service to Urban Reserve 6 consistent with the service obligations contemplated in the Water Supply Assessment for the Cordes Ranch Specific Plan dated January 2013 ("***WSA***") and the City of Tracy Cordes Ranch Specific Plan Project Draft Environmental Impact Report dated April 5, 2013 (the "***EIR***").

(b) Nothing in this Agreement shall be interpreted as committing City to a definite course of action with respect to land use planning or any development proposals for or relating to Urban Reserve 6 or its consideration of the proposed Cordes Ranch Specific Plan and any related City permits and approvals. City hereby expressly retains its full discretion in

considering land use plans and proposals for Urban Reserve 6, including, without limitation, the ability to approve or decline to approve the proposed Cordes Ranch Specific Plan and any related City permits and approvals, and this Agreement is in no way binding on City's discretion in this regard.

(c) The parties further acknowledge and agree that by this Agreement, City shall have no obligation to reimburse GBC for the funding provided for herein. Notwithstanding the foregoing, City shall use good faith and diligent efforts to facilitate the reimbursement to GBC from any other property owners that benefit from City's acquisition of the Lathrop Water Supply or the SSJID Water Supply, subject to and consistent with its legal duties and obligations as a municipal corporation in the State of California, as contemplated herein.

(d) In the event the City Council approves the Cordes Ranch Specific Plan and any related City permits and approvals and completes its acquisitions of the Lathrop Water Supply and/or the SSJID Water Supply as contemplated by this Agreement, and provided that the water demands generated by development in Urban Reserve 6 do not exceed the water demand projections for Urban Reserve 6 set forth in the WSA and the EIR, the parties further acknowledge and agree that GBC's reimbursements made under this Agreement (including any additional payments that may be made on behalf of any Other Participating Property Owner pursuant to Sections 1(a), 1(e) and/or 2(b) above) shall be reflected in any Finance Implementation Plan for Urban Reserve 6 and the Cordes Ranch Specific Plan that is or becomes applicable to GBC.

4. Condition Precedent to Effectiveness of City's and GBC's Obligations.

City's and GBC's obligations set forth in Section 1, Section 2 and Section 3 above, shall not be effective unless and until City has received from each of the Other Participating Property Owners, a reimbursement agreement that is substantially similar to this Agreement, as determined by City, and that is signed by an authorized representative of each of the Other Participating Property Owners, requiring each of the Other Participating Property Owners to reimburse City for their respective Fair Shares of all of City's costs to acquire the Lathrop Water Supply and the SSJID Water Supply, including costs for City staff time and consultants' time. In the event of a conflict between the language of this Section 4 and any other language or provision of this Agreement, this Section 4 shall prevail.

5. Attorneys' Fees.

In the event any legal action is commenced by a party to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs and expenses incurred related thereto.

6. Modifications.

This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

7. 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.

8. Jurisdiction and Venue.

The interpretation, validity and enforcement of this 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.

9. Entire Agreement.

This Agreement, including all attached Exhibits, comprises the entire integrated understanding between the parties. This Agreement supersedes all prior negotiations, representations or agreements.

10. Notices.

All notices to be given hereunder shall be in writing and may be personally delivered or mailed to the respective party at the addresses set forth below (either party may modify its address for notice by providing written notice to the other party). Any notice shall be deemed to have been given and received on the first to occur of: (a) actual receipt at the address set forth below; or (b) three (3) working days following the deposit in the United States Mail of registered or certified mail sent to the address set forth below.

City:

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
209.831.6000 (tel)
209.831.6120 (fax)
Attn: City Manager

With a copy to:

City Attorney's Office of City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
209.831.6130 (tel)
209.831.6137 (fax)
Attn: City Attorney

GBC:

c/o CRS Real Estate Services
1450 Maria Lane, Suite 200
Walnut Creek, CA 94596
925.933.0200 (tel)
925.256.3910 (fax)
Attn: Rick Woodward

With a copy to:

Miller Starr Regalia
1331 North California Blvd., Fifth Floor
Walnut Creek, CA 94596
925.935.9400 (tel)
925.933.4126 (fax)
Attn: Nadia Costa

11. Term of Agreement.

The term of this Agreement shall commence on the Effective Date and shall remain effective until GBC has satisfied its reimbursement obligations as set forth herein, or unless and until the Agreement is terminated pursuant to its terms, including but not limited to Section 1(e) above.

12. Indemnification.

GBC 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 of any kind (including court costs and attorney's fees) resulting from or arising out of this Agreement except in the event and to the extent of City's gross negligence or willful misconduct.

13. Defense of Legal Challenge.

In the event of any administrative, legal, equitable or other action or proceeding instituted by any person, entity or organization, to challenge this Agreement (collectively, "***Challenge***"), GBC shall defend and indemnify City against any and all fees and costs arising out of the defense of such Challenge, including the fees and costs of City's own in-house or special counsel retained to protect the City's interests. In the event of any such Challenge, each party shall be entitled to legal counsel of its choice, at GBC's expense, and the parties and their respective counsel shall cooperate with each other in the defense of any such Challenge, including in any settlement negotiations. If a court in any such Challenge in a final judgment awards any form or amount of money damages to such third party as a result thereof, or any attorneys' fees or costs to such third party, GBC shall bear full and complete responsibility to comply with the requirements of such award, and hereby agrees to pay all damages, fees and costs on behalf of City.

14. No Money Damages.

The parties hereby acknowledge that 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 it is a material part of GBC'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, GBC, on the one hand, and 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

15. Assignment.

GBC shall have the right to sell, assign, or transfer its rights under this Agreement, in whole or in part, to any individual or entity ("***Assignee***") that secures an interest in the GBC Property, subject to City's consent, which shall not be unreasonably withheld or delayed, and provided that the Assignee expressly assumes said obligations hereunder. At least thirty (30) days prior to any proposed assignment, GBC shall notify City of its intent to assign this Agreement (in whole or in part) and shall provide to City a copy of the proposed Assignment and Assumption Agreement that would reflect the Assignee's express assumption of any and all obligations hereunder.

16. 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 Prologis 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

City of Tracy, a municipal corporation

By: _____

Its: _____

Date: _____

Attest:

_____

By: _____

Its: CITY CLERK

Date: _____

GBC

GBC Global Investments, Inc., a California corporation

By: _____
Gregg Christensen

Its: ~~Manager~~ President

Date: 5-28-13

Approved as to form:

By: _____

Its: CITY ATTORNEY

Date: _____

EXHIBIT A

"GBC PROPERTY"

Exhibit A

Legal Description: GBC Global Property

Real property in the Unincorporated Area of the County of San Joaquin, State of California, described as follows:

PARCEL ONE: (Portion of 209-080-36)

A TRACT OF LAND SITUATED IN THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTH LINE OF SAID QUARTER SECTION 30 FEET WEST OF THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH ALONG THE WEST LINE OF COUNTY ROAD, 780 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF THE 5 ACRE TRACT DESCRIBED IN DEED TO PACIFIC GAS AND ELECTRIC COMPANY RECORDED IN BOOK OF OFFICIAL RECORD, BOOK 311, PAGE 101, SAN JOAQUIN COUNTY RECORDS; THENCE ALONG THE BOUNDARY LINES OF SAID 5 ACRE TRACT AS FOLLOWS:
SOUTH 89° 54 1/2' WEST 209.4 FEET; SOUTH 0° 05 1/2' EAST 78.5 FEET; THENCE WESTERLY 2400.6 FEET, MORE OR LESS TO A POINT IN THE WEST LINE OF SAID QUARTER SECTION WHICH IS 1781.5 FEET NORTH OF THE SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH ALONG THE WEST LINE OF SAID QUARTER SECTION 858.5 FEET, MORE OR LESS TO THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION 2610 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THE ABOVE DESCRIBED PARCEL ONE THAT 27.759 ACRE PARCEL AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED FEBRUARY 24, 1952 IN BOOK OF OFFICIAL RECORDS, BOOK 1396, PAGE 547, SAN JOAQUIN COUNTY RECORDS.
ALSO EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JANUARY 6, 1967 IN BOOK OF OFFICIAL RECORDS, BOOK 3096, PAGE 563, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION CONVEYED TO MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT BY DEED RECORDED JULY 12, 2005, RECORD'S SERIAL NO. 2005-167511, OFFICIAL RECORDS OF SAN JOAQUIN.

PARCEL TWO: (Portion of 209-080-36)

A TRACT OF LAND SITUATED IN THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH ALONG THE WEST LINE OF SAID QUARTER SECTION 855.0 FEET; THENCE EASTERLY 2400.6 FEET, MORE OR LESS TO A POINT IN THE WEST LINE OF THE 5 ACRE TRACT AS DESCRIBED IN DEED TO PACIFIC GAS AND ELECTRIC COMPANY RECORDED IN BOOK OF OFFICIAL RECORDS, BOOK 311, PAGE 101, SAN JOAQUIN COUNTY RECORDS WHICH BEARS NORTH 0° 05 1/2 WEST 35 FEET FROM THE SOUTHWEST CORNER OF SAID 5 ACRE TRACT; THENCE SOUTH 0° 05 1/2 EAST 35 FEET TO THE SOUTHWEST CORNER OF SAID 5 ACRE TRACT; THENCE NORTH 89° 54

1/2 EAST 209.4 FEET TO THE SOUTHEAST CORNER OF SAID 5 ACRE TRACT; THENCE SOUTH ALONG THE WEST SIDE OF COUNTY ROAD 820 FEET TO THE SOUTH LINE OF SAID SECTION 21; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 21, 2610 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTION THEREFROM THAT PORTION CONVEYED TO THE UNITED STATES OF AMERICA BY DEED RECORDED JULY 18, 1947, IN BOOK 1061 OF OFFICIAL RECORDS, PAGE 209, SAN JOAQUIN COUNTY RECORDS.

PARCEL THREE: (209-080-08)

A PORTION OF THAT CERTAIN 53.366 ACRE PARCEL OF LAND DESCRIBED IN DEED TO THE STATE OF CALIFORNIA DATED NOVEMBER 28, 1951, RECORDED IN BOOK OF OFFICIAL RECORDS, BOOK 1391, PAGE 300, SAN JOAQUIN COUNTY RECORDS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID PARCEL OF LAND WHICH LINE IS THE EAST LINE OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN. SAID POINT LYING SOUTH 0° 29. 37. WEST 166.56 FEET FROM THE NORTHEASTERLY CORNER OF SAID PARCEL OF LAND; THENCE SOUTH 0° 29' 37" WEST 1860.89 FEET TO THE NORTHEASTERLY LINE OF THAT CERTAIN 55.90 ACRE PARCEL OF LAND DESCRIBED IN FINAL JUDGMENT OF CONDEMNATION TO THE UNITED STATES OF AMERICA RECORDED JANUARY 21, 1949 IN BOOK 1180 OF OFFICIAL RECORDS PAGE 169, SAN JOAQUIN COUNTY RECORDS; THENCE ALONG SAID NORTHEASTERLY LINE,
NORTH 60° 18' 30" WEST 432.80 FEET; NORTH 13° 58' 30" EAST 1095.00 FEET; NORTH 58° 31' 30" WEST 585.00 FEET; SOUTH 52° 53' 30" WEST 414.10 FEET; SOUTH 85° 26' 30" WEST 487.20 FEET SOUTH 80° 40' 30" WEST 765.60 FEET; NORTH 33° 37' 30" WEST 159.70 FEET; NORTH 3° 42' 30' WEST 323.70 FEET AND CONTINUING ALONG SAID NORTHEASTERLY LINE, NORTH 36° 29' 30" WEST 87.32 FEET TO A POINT, LAST SAID POINT LYING SOUTH 5° 09' 30" WEST 459.26 FEET FROM ENGINEER'S STATION 2284.30 E. C. OF THE DEPARTMENT OF PUBLIC WORKS SURVEY BETWEEN ALTAMONT PASS AND TRACY, ROAD X-SJ-5-A; THENCE LEAVING LAST SAID SOUTHEASTERLY LINE, NORTH 5° 09' 30" EAST 339.26 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF THE STATE HIGHWAY, ROAD X-SJ-5-A DEPARTMENT OF PUBLIC WORKS SURVEY BETWEEN ALTAMONT PASS AND TRACY; THENCE ALONG SAID RIGHT OF WAY LINE, SOUTH 84° 50' 30" EAST 865.70 FEET; SOUTH 87° 20' 01. EAST 850.82 FEET SOUTH 84° 50' 30. EAST 619.09 FEET TO THE POINT OF BEGINNING.
(BEARINGS AND DISTANCES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3)

EXCEPT THEREFROM ALL OIL, GAS AND/OR MINERALS IN AND UNDER SAID LAND AS RESERVED IN DEED FROM BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, A NATIONAL BANKING ASSOCIATING RECORDED MARCH 30, 1936 IN BOOK OF OFFICIAL RECORDS, BOOK 526, PAGE 339, SAN JOAQUIN COUNTY RECORDS; AND BY DEED FROM G.O. HEINE RECORDED JULY 10, 1941 IN BOOK OF OFFICIAL RECORDS, BOOK 737, PAGE 254, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JANUARY 6, 1967 IN BOOK OF OFFICIAL RECORDS, BOOK 3096, PAGE 563, SAN JOAQUIN COUNTY RECORDS.

PARCEL FOUR: (Portion of 209-080-36)

A TRACT OF LAND IN THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF SAID QUARTER SECTION 855.0 FEET NORTH OFTHE SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH ALONG THE WEST

LINE OF SAID QUARTER SECTION 926.5 FEET; THENCE EASTERLY 2400.6 FEET, MORE OR LESS TO A POINT IN THE WEST LINE OF THE 5 ACRE TRACT DESCRIBED IN DEED TO PACIFIC GAS AND ELECTRIC COMPANY RECORDED IN BOOK 311 OF OFFICIAL RECORDS PAGE 101, SAN JOAQUIN COUNTY RECORDS; SOUTH 0° 05 1/2' EAST 78.5 FEET FROM THE NORTHWEST CORNER OF SAID 5 ACRE TRACT 926.5 FEET; THENCE WESTERLY 2400.6 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION CONVEYED TO MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT BY DEED RECORDED JULY 12, 2005, RECORD'S SERIAL NO. 2005-167511, OFFICIAL RECORDS OF SAN JOAQUIN.

PARCEL FIVE: (209-080-24)

BEGINNING AT A POINT IN THE NORTHERLY BOUNDARY OF PARCEL ONE IN THE DECREE ON THE DECLARATION OF TAKING, U.S. DISTRICT COURT, CASE 5833 AT THE SOUTHEASTERLY TERMINUS OF A COURSE DESCRIBED N SAID DECREE AS BEARING SOUTH 33° 59' EAST 159.7 FEET AND THE BEGINNING OF A COURSE BEARING NORTH 80° 19' EAST 765.6 FEET; THENCE FROM SAID POINT OF BEGINNING ALONG SAID NORTHERLY BOUNDARY AS FOLLOWS: NORTH 80° 19' EAST 765.5 FEET; NORTH 85° 05' EAST 487.2 FEET AND NORTH 52° 32' EAST 234.7 FEET; THENCE LEAVING SAID NORTHERLY BOUNDARY AND ENTERING SAID PARCEL ONE, SOUTH 64° 11' EAST 403.3 FEET; THENCE SOUTH 09° 28' EAST 161.2 FEET; THENCE SOUTH 12° 36' WEST 837.0 FEET; THENCE NORTH 39° 05' WEST 200.0 FEET; THENCE NORTH 05° 50' WEST 484.7 FEET; THENCE NORTH 50° 52' WEST 159.7 FEET; THENCE NORTH 56° 27' WEST 293.4 FEET; THENCE NORTH 75° 39' WEST 180.4 FEET; THENCE SOUTH 81° 04' WEST 736.5 FEET; THENCE NORTH 87° 47' WEST 187.5 FEET TO THE POINT OF BEGINNING. EXCEPT THEREFROM ALL OIL, GAS AND/OR MINERALS IN AND UNDER SAID LAND AS RESERVED IN DEED FROM BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, A NATIONAL BANKING ASSOCIATING RECORDED MARCH 30, 1936 IN BOOK OF OFFICIAL RECORDS, BOOK 526, PAGE 389, SAN JOAQUIN COUNTY RECORDS; AND BY DEED FROM G.O. HEINE RECORDED JULY 10, 1941 IN BOOK OF OFFICIAL RECORDS, BOOK 737, PAGE 254, SAN JOAQUTt4 COUNTY RECORDS.

PARCEL SIX: (209-090-36)

THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPT THEREFROM THOSE PORTIONS INCLUDED IN THE 43.972 ACRE PARCEL OF LAND CONVEYED TO THE UNITED STATES OF AMERICA ON JULY 18,1947, RECORDED IN BOOK OF OFFICIAL RECORDS, BOOK 1061 PAGE 209, SAN JOAQUIN COUNTY RECORDS AND BEING PART OF THE DELTA MENDOTA CANAL.

ALSO EXCEPT THEREFROM THAT 78.05 ACRE PARCEL OF LAND CONVEYED TO ELI F. SANTOS, ET AL BY DEED RECORDED SEPTEMBER 29, 1950 IN BOOK OF OFFICIAL RECORDS, BOOK 1297, PAGE 245, SAN JOAQUIN COUNTY RECORD.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE COUNTY OF SAN JOAQUIN ON NOVEMBER 24, 1992 AS INSTRUMENT 140. 92136365, SAN JOAQUIN COUNTY RECORDS.

PARCEL SEVEN: (Portion of 209-080-36)

BEING A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH,

RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, ALSO BEING A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, BY DEED RECORDED JULY 12, 2005 IN DOCUMENT NO. 2005-167511 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERN TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS "SOUTH 00°01.42" EAST 1137.00 FEET" AS SHOWN ON THE RECORD OF SURVEY RECORDED OCTOBER 21, 1991, IN BOOK 32 OF SURVEYS, AT PAGE 10, IN SAID OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE EASTERN LINE OF SAID RECORD OF SURVEY, NORTH 00°37'37" EAST (THE BEARING OF SAID EASTERN LINE BEING TAKEN AS NORTH 00°37.37" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 250.335 METERS TO THE SOUTHEASTERN CORNER OF SAID PARCEL OF LAND (2005-167511), SAID POINT BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE SOUTHWESTERN LINE OF SAID PARCEL OF LAND (2005-167511), THE FOLLOWING EIGHT (8) COURSES:

1) NORTH 87°19.29" WEST 34.473 METERS,
2) ALONG THE ARC OF A NON-TANGENT 93.363 METER RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 01°48'05" WEST, THROUGH A CENTRAL ANGLE OF 48°41'38", AN ARC DISTANCE OF 79.346 METERS,
3) ALONG THE ARC OF A COMPOUND 52.789 METER RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 46°53'33" EAST, THROUGH A CENTRAL ANGLE OF 08°05'12", AN ARC DISTANCE OF 7.451 METERS,
4) NORTH 35°24'37" WEST 25.073 METERS,
5) NORTH 39°03'51" WEST 3.710 METERS,
6) NORTH 42°43'05" WEST 84.000 METERS,
7) ALONG THE ARC OF A TANGENT 76.900 METER RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 37°13'29", AN ARC DISTANCE OF 49.961 METERS, AND
8) NORTH 79°56.34" WEST 137.255 METERS TO THE WESTERN CORNER OF SAID PARCEL OF LAND (2005-167511), SAID POINT ALSO BEING A POINT ON THE SOUTHERN RIGHT-OF-WAY LINE OF CALIFORNIA STATE HIGHWAY 205, AS SAID SOUTHERN LINE IS SHOWN AND SO DESIGNATED ON PAGES 4 AND 6 OF THAT CERTAIN STATE HIGHWAY MAP ENTITLED, "ROUTE 205 BETWEEN 580 & ROUTE 5, DISTRICT 10, SAN JOAQUIN COUNTY", AS PREPARED BY THE STATE OF CALIFORNIA TRANSPORTATION AGENCY, DEPARTMENT OF PUBLIC WORKS, DIVISION OF HIGHWAYS, DATED JUNE 12, 1972;

THENCE, FROM SAID WESTERN CORNER, ALONG THE NORTHERN LINE OF SAID PARCEL OF LAND (2005-167511), SOUTH 84°53'13" EAST 42.114 METERS TO THE WESTERN CORNER OF PARCEL 15440-1, AS SAID PARCEL 15440-1 IS DESCRIBED IN THAT CERTAIN DEED, RECORDED JANUARY 16, 2009 IN DOCUMENT NO. 2009-0077901 OF OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY;

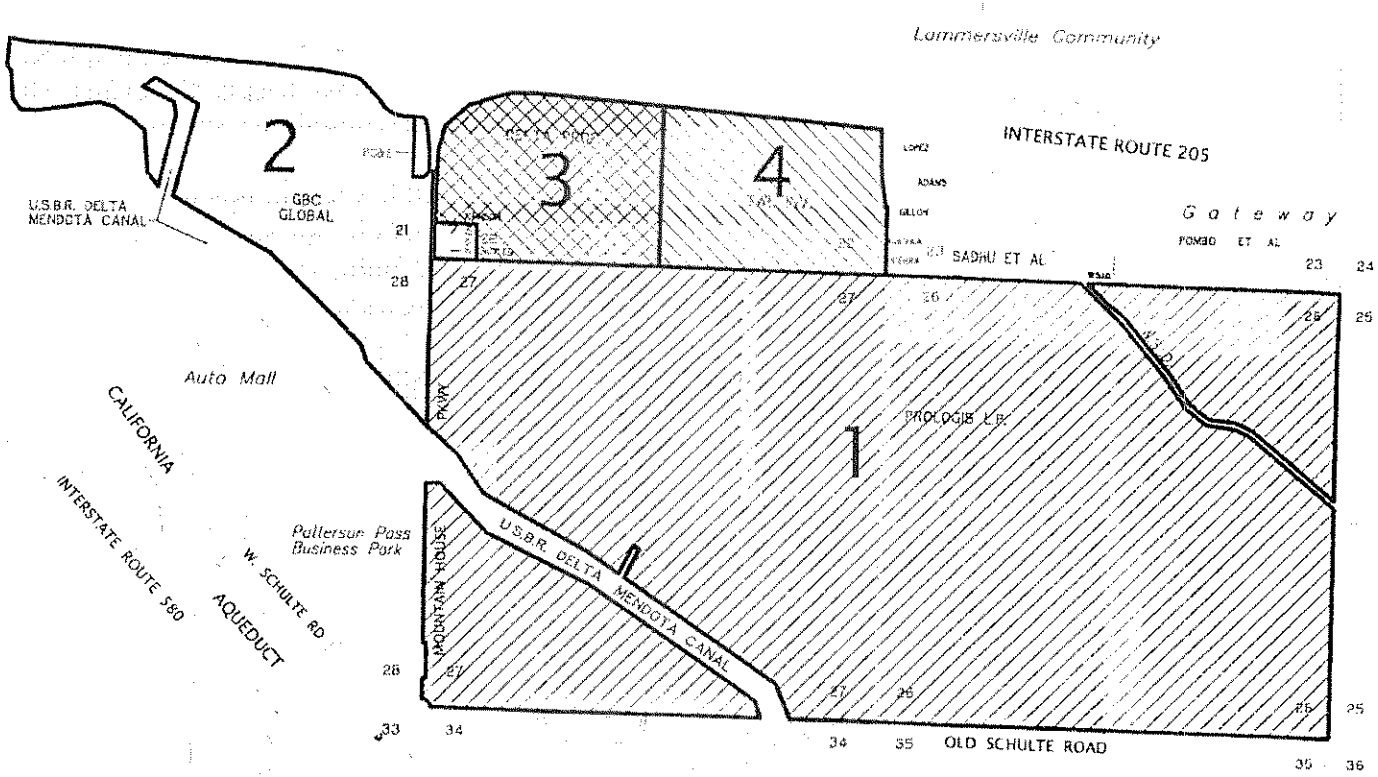
THENCE, FROM SAID WESTERN CORNER, ALONG THE SOUTHWESTERN LINE OF SAID PARCEL 15440-1 (2009-0077901), THE FOLLOWING EIGHT (8) COURSES:
1) SOUTH 79°56'46" EAST 94.746 METERS,
2) ALONG THE ARC OF A TANGENT 76.900 METER RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 37°13.29", AN ARC DISTANCE OF 49.961 METERS,
3) SOUTH 42°43'17" EAST 84.000 METERS,
4) SOUTH 39°04'03" EAST 3.710 METERS,

5) SOUTH 35°24'49" EAST 25.073 METERS,
6) ALONG THE ARC OF A NON-TANGENT 52.789 METER RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 54°58'33" EAST, THROUGH A CENTRAL ANGLE OF 08°05'12", AN ARC DISTANCE OF 7.451 METERS,
7) ALONG THE ARC OF A COMPOUND 93.363 METER RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 46°53'21" EAST, THROUGH A CENTRAL ANGLE OF 48°41.38", AN ARC DISTANCE OF 79.346 METERS, AND
8) SOUTH 87°19'41" EAST 34.414 METERS TO A POINT ON THE EASTERN LINE OF SAID PARCEL OF LAND (2005-167511); THENCE, ALONG SAID EASTERN LINE, SOUTH 00°37'37" WEST 3.693 METERS TO SAID POINT OF BEGINNING.

APN: 209-090-360-000 (Affects Parcel 6) and 209-080-360-000 (Affects Parcels 1, 2, 4 and 7) and 209-080-240-000 (Affects Parcel 5) and 209-080-080-000 (Affects Parcel 3)

EXHIBIT B

"URBAN RESERVE 6"



1 PROLOGIS L.P.

2 GBC GLOBAL INVESTMENTS

3 DELTA PROPERTIES

4 TWL INVESTORS LLC

NORTH

0 1000 2000 4000

GRAPHIC SCALE 1" = 2000'

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796

EXHIBIT "B"
URBAN RESERVE 6 PROPERTY OWNERS

TRACY CALIFORNIA

DATE	05/28/2013
JOB NO.	A09500
SCALE	1" =2000'
SHEET	2

Z:\2009\A09500\COST SHARING.dwg 4/15/2013 6:59:37 PM PDT

Exhibit C

AGREEMENT BETWEEN THE CITY OF TRACY AND R&B DELTA, LLC, REGARDING REIMBURSEMENT FOR ACQUISITION OF WATER SUPPLY AND CONVEYANCE CAPACITY

THIS AGREEMENT ("Agreement") is entered into on June 4, 2013 ("***Effective Date***") by and between the City of Tracy, a municipal corporation of the State of California ("***City***") and R&B Delta, LLC, a California limited liability company ("***Delta***"). City and Delta are sometimes referred to herein individually as the "***party***" and collectively as "***parties***."

RECITALS

This Agreement is predicated on the following facts, which are hereby incorporated into and made a part of this Agreement.

A. Delta owns approximately one hundred ten (110) acres of land in unincorporated San Joaquin County, adjacent to the City's municipal boundaries and within the City's sphere of influence, as more particularly described and shown on attached Exhibit A ("***Delta Property***"). The Delta Property is within a larger planning area designated Urban Reserve 6 in the City's current General Plan, which consists of a total of approximately one thousand seven hundred and eighty (1,780) acres, as shown on attached Exhibit B ("***Urban Reserve 6***").

B. Prologis, L.P., a Delaware limited partnership ("***Prologis***") owns approximately one thousand two hundred and thirty eight (1,238) acres of land in Urban Reserve 6, as shown on attached Exhibit B ("***Prologis Property***"). GBC Global Investments, Inc., a California corporation ("***GBC***") owns approximately one hundred ninety four (194) acres of land in Urban Reserve 6, as shown on attached Exhibit B ("***GBC Property***"). TWL Investors, LLC, a California limited liability company ("***TWL***") owns approximately one hundred eight (108) acres of land in Urban Reserve 6, as shown on attached Exhibit B ("***TWL Property***"). Together, Prologis, GBC and TWL may be referred to herein as the "***Other Participating Property Owners***."

C. City is currently preparing a specific plan for Urban Reserve 6 pursuant to Section 65450, *et seq.*, of the California Government Code (the "***Cordes Ranch Specific Plan***"), and Delta and the Other Participating Property Owners are currently seeking various land use entitlements, permits and approvals from City to develop their respective properties in Urban Reserve 6 following City's adoption of the Cordes Ranch Specific Plan.

D. City is one of four (4) cities that participate in the South County Water Supply Project ("***SCWSP***") with the South San Joaquin Irrigation District ("***SSJID***") for the purchase, treatment and conveyance of potable water supplies. The other cities are the City of Lathrop ("***Lathrop***"), the City of Escalon, and the City of Manteca. Pursuant to separate agreements with SSJID, each participating city is allocated a specific volume of treated water supplies and a specific volume of conveyance capacity in the SCWSP system.

E. Under its agreement with SSJID, Lathrop is currently allocated treated water supplies and conveyance capacity in excess of its current and future projected needs.

F. City desires to purchase from Lathrop an entitlement to approximately one thousand one hundred and twenty (1,120) acre feet annually of water supplies and two (2) million gallons per day ("***MGD***") of treatment and conveyance capacity (together, the "***Lathrop Water Supply***"). City and Lathrop currently anticipate that the purchase price for the Lathrop Water Supply will be five million dollars ($5,000,000), and further anticipate executing an agreement for Lathrop's sale and City's purchase of the Lathrop Water Supply not later than August 15, 2013.

G. In addition to the Lathrop Water Supply, City desires to acquire from SSJID an entitlement to approximately Two Thousand (2,000) acre feet annually of water supplies (the "***SSJID Water Supply***") to further supplement City's water portfolio. City currently anticipates that its acquisition costs for the SSJID Water Supply will be no greater than one million five hundred thousand dollars ($1,500,000), and further anticipates executing an agreement for SSJID to document City's acquisition of the SSJID Water Supply not later than December 31, 2014.

H. By entering into this Agreement, the parties hereby desire to memorialize the terms and conditions under which Delta shall reimburse City for Delta's share of all of City's costs associated with City's acquisitions and use of the Lathrop Water Supply and the SSJID Water Supply as set forth more fully herein.

I. It is anticipated that each of the Other Participating Property Owners will enter into substantially similar reimbursement agreements with City, which will provide for each of the Other Participating Property Owners to reimburse City for their respective fair share of costs associated with City's acquisitions and use of the Lathrop Water Supply and the SSJID Water Supply. As set forth herein, the parties acknowledge and agree that the validity and effectiveness of each reimbursement agreement will depend upon the validity and effectiveness of the other three agreements, such that all four agreements must be executed for any single agreement to have any validity or effect.

J. City, Delta and the Other Participating Property Owners have agreed that, for purposes of their respective reimbursement agreements with City, their respective fair shares of the costs associated with City's acquisitions and use of the Lathrop Water Supply and the SSJID Water Supply are as follows (each, "Fair Share"):

Delta:	6.72%
Prologis:	73.49%
GBC:	12.84%
TWL:	6.95%

In consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

AGREEMENT

1. Delta's Obligations Relating to Lathrop Water Supply.

If, and only if, by August 15, 2013, City, Lathrop and SSJID have executed the necessary agreements and obtained the necessary consents from the City of Manteca and the City of Escalon for Lathrop to sell to City, and City to purchase from Lathrop, the Lathrop Water Supply,

then Delta shall reimburse City for its Fair Share of the cost to City of acquiring the Lathrop Water Supply from Lathrop and SSJID as set forth below. If City, Lathrop and SSJID have not executed such necessary documents and obtained the necessary consents as described above, by August 15, 2013, and the parties have not mutually agreed to an extension of said date, then the parties' obligations hereunder with respect to the Lathrop Water Supply shall be null and void, subject to the parties entering into mutually acceptable terms upon which such time will be extended.

(a) Delta shall reimburse City for Delta's Fair Share of the actual purchase price to City of the Lathrop Water Supply, as set forth in the purchase and sale agreements between City and Lathrop (hereafter, the "***Lathrop Actual Purchase Price***"); provided, however, that if the Lathrop Actual Purchase Price exceeds five million dollars ($5,000,000), then City shall have no obligations under Section 3 of this Agreement with respect to the Lathrop Water Supply unless and until Delta and each of the Other Participating Property Owners agrees, in a written amendment to their respective reimbursement agreements, that they will each pay their Fair Share of any such additional amount. Notwithstanding the foregoing, the parties agree that Delta shall have the right, but not the obligation, to pay the Fair Share of any Other Participating Property Owner that declines to pay such additional amount, in which case, City's reimbursement agreement with each Other Participating Property Owner that declined to pay its Fair Share of such additional amount shall be null and void as to the Lathrop Water Supply, and City's reimbursement agreement with each Other Participating Property Owner that has agreed, in a written amendment to its reimbursement agreement, to pay such additional amount, shall remain valid and in effect.

(b) Not later than September 15, 2013, Delta shall pay to City its Fair Share of the amount of five hundred thousand dollars ($500,000) ("***Initial Lathrop Water Supply Payment***"), which Fair Share constitutes thirty three thousand five hundred and eighty four dollars and eighty one cents ($33,584.81).

(c) Delta shall reimburse City for Delta's Fair Share of the remainder of the Lathrop Actual Purchase Price in six (6) equal, quarterly installments on the following dates (collectively, the "***Installment Payments***") unless Delta elects to pre-pay the entire remaining amount due.

(i) December 31, 2013
(ii) March 31, 2014
(iii) June 30, 2014
(iv) September 30, 2014
(v) December 31, 2014
(vi) March 31, 2015

The amount of each Installment Payment, and the dollar amount of Delta's Fair Share of each Installment Payment, shall be determined by the Lathrop Actual Purchase Price of the Lathrop Water Supply. As of the date of the parties' execution of this Agreement, the parties anticipate that the Lathrop Actual Purchase Price will be five million dollars ($5,000,000). In the event that the Lathrop Actual Purchase Price is $5,000,000, then the amount of each Installment Payment shall be seven hundred fifty thousand dollars ($750,000), and the dollar amount of Delta's Fair Share of each Installment Payment shall be fifty thousand three hundred and seventy seven dollars and twenty one cents ($50,377.21). In the event that the Lathrop Actual Purchase Price is more than, as provided herein, or less than $5,000,000, then the amount of each Installment Payment and the dollar amount of Delta's Fair Share of each Installment Payment shall be increased or decreased accordingly.

(d) City shall be entitled to interest on the outstanding balance of the Lathrop Actual Purchase Price, at the rate of Two and One Half Percent (2.5%) per year, payable as follows:

(i) On the same day that Delta pays its Fair Share of the Initial Lathrop Water Supply Payment, Delta shall pay its Fair Share of the interest due to City, calculated from the date that City acquires the Lathrop Water Supply, as set forth in the purchase and sale agreement between City and Lathrop, to the date that Delta pays its Fair Share of the Initial Lathrop Water Supply Payment.

(ii) On the same day that Delta pays its Fair Share of each Installment Payment, Delta shall pay its Fair Share of the interest due to City on the outstanding balance of the Lathrop Actual Purchase Price, calculated from the date of Delta's preceding payment under this Agreement to the date of such Installment Payment.

(e) Not later than June 15, 2013, Delta shall provide to City an irrevocable, standby letter of credit (the "Letter of Credit"), in the amount of three hundred thirty five thousand eight hundred and forty eight dollars and eight cents ($335,848.08), which amount is equal to Delta's Fair Share of the anticipated purchase price of the Lathrop Water Supply, to secure and guarantee Delta's performance of its obligation to make payments under this Agreement. The Letter of Credit shall be maintained in effect (i) until Delta has fully reimbursed City for Delta's Fair Share of the entire Lathrop Actual Purchase Price or (ii) unless the parties' obligations under this Section 1 are terminated in accordance with Section 1(a) above, in which case Delta's obligations to maintain the Letter of Credit shall be terminated accordingly; or, if Delta is unable to obtain a Letter of Credit with a duration longer than twelve months, then Delta shall renew or replace the Letter of Credit at least ten (10) days prior to its expiration each year. If Delta fails to renew or replace the Letter of Credit as herein required, then City may draw down the entire amount of the Letter of Credit prior to its expiration for purposes of satisfying the remaining payment obligations relating to the Lathrop Water Supply of Delta hereunder. As Delta pays its Fair Share of the Initial Lathrop Water Supply Payment and each Installment Payment to City, as provided herein, the amount of the Letter of Credit may be reduced by the dollar amount of the payments actually made by Delta; provided, however, that at no time during the effective period of the Letter of Credit shall the amount of the Letter of Credit be less than the total amount of Delta's outstanding reimbursement obligation for the Lathrop Water Supply under this Agreement. The Letter of Credit shall be issued by a bank approved by City, which approval shall not be unreasonably withheld or delayed, and be in a form that is reasonably acceptable to the City Attorney. The parties hereby acknowledge and agree that the provision of the Letters of Credit by Delta and the Other Participating Property Owners pursuant to their respective reimbursement agreements is a material consideration for City's entering into this Agreement, that City would not have entered into this Agreement or reimbursement agreements with the Other Participating Property Owners without the assurance that Delta and the Other Participating Property Owners would provide the required Letters of Credit, and therefore the failure of Delta or any Other Participating Property Owner to provide and maintain the required Letter of Credit shall render City's obligations with respect to the Lathrop Water Supply null and void and of no further force and effect. Notwithstanding the foregoing, in the event that any Other Participating Property Owner does not provide and maintain its required Letter of Credit in accordance with this Section 1(e), then Delta shall have the right, but not the obligation, to replace its Letter of Credit with an amended Letter of credit describing the additional secured obligation of the Other Participating Property Owner and increasing the amount of its Letter of Credit to cover the outstanding amount of said Other Participating Property Owner, in which

case the parties' obligations with respect to the Lathrop Water Supply shall remain in full force and effect.

(f) The parties hereby acknowledge and agree that, in addition to Delta's obligation to reimburse City for Delta's Fair Share of the full Lathrop Actual Purchase Price, Delta shall reimburse City for Delta's Fair Share of all of City's actual costs incurred in acquiring the Lathrop Water Supply, including costs incurred for City staff and consultants' time, pursuant to separate cost recovery agreements between City and Delta.

2. Delta's Obligations Relating to SSJID Water Supply.

(a) Not later than July 1, 2013, Delta shall pay to City its Fair Share of the amount of one hundred fifty thousand dollars ($150,000) ("***Initial SSJID Water Supply Payment***"), which Fair Share constitutes ten thousand and seventy five dollars and forty four cents ($10,075.44).

(b) Not later than thirty (30) days following Delta's receipt of notice from City that City has executed an agreement with SSJID for City's acquisition of the SSJID Water Supply, Delta shall pay its Fair Share of the actual acquisition price ("***SSJID Actual Purchase Price***") to be paid by City for the SSJID Water Supply pursuant to such agreement between City and SSJID, provided that the sum of the SSJID Actual Purchase Price and the Initial SSJID Water Supply Payment does not exceed one million five hundred thousand dollars ($1.5 million). If City cannot acquire the SSJID Water Supply for $1.5 million or less (including the Initial SSJID Water Supply Payment), then City shall have no obligation under this Agreement to obtain the SSJID Water Supply unless and until Delta and all of the Other Participating Property Owners agree, in a written amendment to their respective reimbursement agreements, that they are each willing to pay their respective Fair Share of any such additional amount. Absent such written agreements, if the sum of the SSJID Actual Purchase Price and the Initial SSJID Water Supply Payment to acquire the SSJID Water Supply would exceed $1.5 million, the parties shall have no further obligations hereunder with respect to the SSJID Water Supply. Notwithstanding the foregoing, the parties agree that Delta shall have the right, but not the obligation, to cover the Fair Share of any Other Participating Property Owner that elects not to proceed in the event of any additional costs, and in which case, City shall proceed with the acquisition of the SSJID Water Supply as contemplated herein.

(c) Consistent with Section 1 above, the parties hereby acknowledge and agree that, in addition to Delta's obligation to reimburse City for Delta's Fair Share of the full SSJID Actual Purchase Price, Delta shall reimburse City for Delta's Fair Share of all of City's actual costs incurred in acquiring the SSJID Water Supply, including costs incurred for City staff and consultants' time, pursuant to separate cost recovery agreements between City and Delta.

3. City Obligations.

(a) City shall use good faith and diligent efforts to complete its acquisition of the Lathrop Water Supply on or before August 15, 2013, and to complete its acquisition of the SSJID Water Supply on or before December 31, 2014, subject to and consistent with its legal duties and obligations as a municipal corporation in the State of California, to provide City with sufficient potable water supplies to provide potable water service to Urban Reserve 6 consistent with the service obligations contemplated in the Water Supply Assessment for the Cordes Ranch Specific Plan dated January 2013 (the "***WSA***") and the City of Tracy Cordes Ranch Specific Plan Project Draft Environmental Impact Report dated April 5, 2013 (the "***EIR***").

(b) Nothing in this Agreement shall be interpreted as committing City to a definite course of action with respect to land use planning or any development proposals for or relating to Urban Reserve 6 or its consideration of the proposed Cordes Ranch Specific Plan and any related City permits and approvals. City hereby expressly retains its full discretion in considering land use plans and proposals for Urban Reserve 6, including, without limitation, the ability to approve or decline to approve the proposed Cordes Ranch Specific Plan and any related City permits and approvals, and this Agreement is in no way binding on City's discretion in this regard.

(c) The parties further acknowledge and agree that by this Agreement, City shall have no obligation to reimburse Delta for the funding provided for herein. Notwithstanding the foregoing, City shall use good faith and diligent efforts to facilitate the reimbursement to Delta from any other property owners that benefit from City's acquisition of the Lathrop Water Supply or the SSJID Water Supply, subject to and consistent with its legal duties and obligations as a municipal corporation in the State of California, as contemplated herein.

(d) In the event the City Council approves the Cordes Ranch Specific Plan and any related City permits and approvals and completes its acquisitions of the Lathrop Water Supply and/or the SSJID Water Supply as contemplated by this Agreement, and provided that the water demands generated by development in Urban Reserve 6 do not exceed the water demand projections for Urban Reserve 6 set forth in the WSA and the EIR, the parties further acknowledge and agree that Delta's reimbursements made under this Agreement (including any additional payments that may be made on behalf of any Other Participating Property Owner pursuant to Sections 1(a), 1(e) and/or 2(b) above) shall be reflected in any Finance Implementation Plan for Urban Reserve 6 and the Cordes Ranch Specific Plan that is or becomes applicable to Delta.

4. Condition Precedent to Effectiveness of City's and Delta's Obligations.

City's and Delta's obligations set forth in Section 1, Section 2 and Section 3 above, shall not be effective unless and until City has received from each of the Other Participating Property Owners, a reimbursement agreement that is substantially similar to this Agreement, as determined by City, and that is signed by an authorized representative of each of the Other Participating Property Owners, requiring each of the Other Participating Property Owners to reimburse City for their respective Fair Share of all of City's costs to acquire the Lathrop Water Supply and the SSJID Water Supply, including costs for City staff time and consultants' time. In the event of a conflict between the language of this Section 4 and any other language or provision of this Agreement, this Section 4 shall prevail.

5. Attorneys' Fees.

In the event any legal action is commenced by a party to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs and expenses incurred related thereto.

6. Modifications.

This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

7. 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.

8. Jurisdiction and Venue.

The interpretation, validity and enforcement of this 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.

9. Entire Agreement.

This Agreement, including all attached Exhibits, comprises the entire integrated understanding between the parties. This Agreement supersedes all prior negotiations, representations or agreements.

10. Notices.

All notices to be given hereunder shall be in writing and may be personally delivered or mailed to the respective party at the addresses set forth below (either party may modify its address for notice by providing written notice to the other party). Any notice shall be deemed to have been given and received on the first to occur of: (a) actual receipt at the address set forth below; or (b) three (3) working days following the deposit in the United States Mail of registered or certified mail sent to the address set forth below.

City:

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
209.831.6000 (tel)
209.831.6120 (fax)
Attn: City Manager

With a copy to:

City Attorney's Office of City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
209.831.6130 (tel)
209.831.6137 (fax)
Attn: City Attorney

Delta:

1200 Concord Avenue, Suite 200
Concord, CA 94520
925.674.8400 (tel)
925.689.1535 (fax)
Attn: Dana Parry

With a copy to:

Miller Starr Regalia
1331 North California Blvd., Fifth Floor
Walnut Creek, CA 94596
925.935.9400 (tel)
925.933.4126 (fax)
Attn: Nadia Costa

11. Term of Agreement.

The term of this Agreement shall commence on the Effective Date and shall remain effective until Delta has satisfied its reimbursement obligations as set forth herein, or unless and until the Agreement is terminated pursuant to its terms, including but not limited to Section 1(e) above.

12. Indemnification.

Delta 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 of any kind (including court costs and attorney's fees) resulting from or arising out of this Agreement except in the event and to the extent of City's gross negligence or willful misconduct.

13. Defense of Legal Challenge.

In the event of any administrative, legal, equitable or other action or proceeding instituted by any person, entity or organization, to challenge this Agreement (collectively, "***Challenge***"), Delta shall defend and indemnify City against any and all fees and costs arising out of the defense of such Challenge, including the fees and costs of City's own in-house or special counsel retained to protect City's interests. In the event of any such Challenge, each party shall be entitled to legal counsel of its choice, at Delta' expense, and the parties and their respective counsel shall cooperate with each other in the defense of any such Challenge, including in any settlement negotiations. If a court in any such Challenge in a final judgment awards any form or amount of money damages to such third party as a result thereof, or any attorneys' fees or costs to such third party, Delta shall bear full and complete responsibility to comply with the requirements of such award, and hereby agrees to pay all damages, fees and costs on behalf of City.

14. No Money Damages.

The parties hereby acknowledge that 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 it is a material part of Delta'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, Delta, on the one hand, and 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

15. Assignment.

Delta shall have the right to sell, assign, or transfer its rights under this Agreement, in whole or in part, to any individual or entity ("***Assignee***") that secures an interest in the Delta Property, subject to City's consent, which shall not be unreasonably withheld or delayed, and provided

that the Assignee expressly assumes said obligations hereunder. At least thirty (30) days prior to any proposed assignment, Delta shall notify City of its intent to assign this Agreement (in whole or in part) and shall provide to City a copy of the proposed Assignment and Assumption Agreement that would reflect the Assignee's express assumption of any and all obligations hereunder.

16. 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 Delta 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

City of Tracy, a municipal corporation company

By: _____

Its: _____

Date: _____

Attest:

_____

By: _____

Its: CITY CLERK

Date: _____

Approved as to form:

By: _____

Its: CITY ATTORNEY

Date: _____

DELTA

R&B Delta, LLC, a California limited liability

By: Delta Properties, a California general partnership

Its: Managing Member

By: David J. Brown

Its: General Partner

Date: 5/28/13

EXHIBIT A

"DELTA PROPERTY"

Exhibit A

Legal Description: Delta Property

Real property in the Unincorporated Area of the County of San Joaquin, State of California, described as follows:

PARCEL ONE:

PARCEL C AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD JULY 16, 1981 IN BOOK OF PARCEL MAPS, BOOK 10, PAGE 87, SAN JOAQUIN COUNTY RECORDS; BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN.
EXCEPTING THEREFROM THAT PORTION OF THE LAND GRANTED TO MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA IN THAT CERTAIN GRANT DEED RECORDED JULY 13, 2005 AS INSTRUMENT NO. 2005-169002 OF OFFICIAL RECORDS.

PARCEL TWO:

BEING A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, ALSO BEING A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT BY THAT CERTAIN DEED RECORDED MARCH 18, 2005 AS INSTRUMENT NO. 2005-064097 OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERN CORNER OF SAID PARCEL OF LAND, SAID CORNER BEING A POINT ON THE SOUTHERN RIGHT-OF-WAY LINE OF CALIFORNIA STATE HIGHWAY 205, AS SAID SOUTHERN LINE IS SHOWN AND SO DESIGNATED ON PAGES 6 AND 7 OF THAT CERTAIN STATE HIGHWAY MAP ENTITLED, .ROUTE 205 BETWEEN 580 & ROUTE 5, DISTRICT 10, SAN JOAQUIN COUNTY", AS PREPARED BY THE STATE OF CALIFORNIA TRANSPORTATION AGENCY, DEPARTMENT OF PUBLIC WORKS, DIVISION OF HIGHWAYS, DATED JUNE 12, 1972; THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE WESTERN LINE OF SAID PARCEL OF LAND SOUTH 03°58'11" WEST (THE BEARING OF SAID WESTERN LINE BEING TAKEN AS SOUTH 03°58'11" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 99.647 METERS (326.93 FEET) TO THE POINT OF BEGINNING OF THIS DESCRIPTION;THENCE, CONTINUING ALONG SAID WESTERN LINE SOUTH 03°58'11. WEST, 79.551 METERS(260.99 FEET) TO THE SOUTHERN CORNER OF SAID PARCEL OF LAND;THENCE, FROM SAID SOUTHERN CORNER, AND ALONG THE SOUTHEASTERN LINE OF SAID PARCEL OF LAND, THE FOLLOWING TWO (2) COURSES:

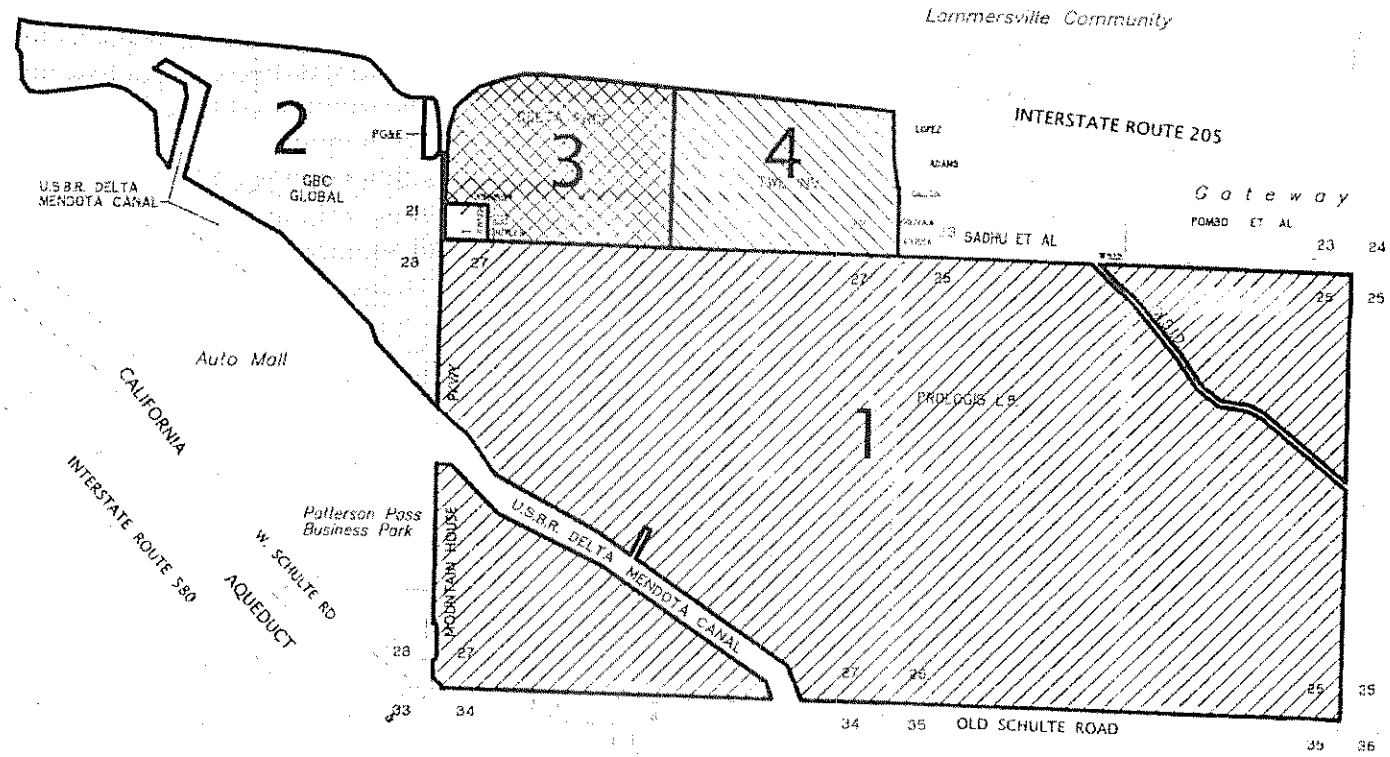
(1) NORTH 14°41.53. EAST 86.770 METERS (284.68 FEET) AND
(2) NORTH 50°10.19. EAST 107.035 METERS (351.16 FEET);

THENCE LEAVING SAID SOUTHEASTERN LINE, SOUTH 70°14.18. WEST 26.476 METERS (86.86 FEET);
THENCE, SOUTH 70°54'03. WEST 40.177 METERS (131.81 FEET);
THENCE, SOUTH 72°58.29" WEST 32.406 METERS (106.32 FEET);
THENCE, SOUTH 03°54'38. WEST 41.331 METERS (135.60 FEET);
THENCE, SOUTH 85°34.27" WEST 1.990 METERS (6.53 FEET) TO SAID POINT OF BEGINNING.

APN:
209-460-300-000 AS TO PARCEL ONE
209-460-250-000 AS TO PARCEL TWO

EXHIBIT B

"URBAN RESERVE 6"



1 PROLOGIS L.P.

2 GBC GLOBAL INVESTMENTS

3 DELTA PROPERTIES

4 TWL INVESTORS LLC

NORTH

0 1000 2000 4000

GRAPHIC SCALE 1" = 2000'

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796

EXHIBIT "B"
URBAN RESERVE 6 PROPERTY OWNERS

TRACY CALIFORNIA

DATE	05/28/2013
JOB NO.	A09500
SCALE	1" =2000'
SHEET	2

Z:\2009\A09500\COST SHARING.dwg 4/15/2013 6:59:37 PM PDT

Exhibit D

AGREEMENT BETWEEN THE CITY OF TRACY AND TWL INVESTORS, LLC, REGARDING REIMBURSEMENT FOR ACQUISITION OF WATER SUPPLY AND CONVEYANCE CAPACITY

THIS AGREEMENT ("Agreement") is entered into on June 4, 2013 ("***Effective Date***") by and between the City of Tracy, a municipal corporation of the State of California ("***City***") and TWL Investors, LLC, a California limited liability company ("***TWL***"). City and TWL are sometimes referred to herein individually as the "***party***" and collectively as "***parties***."

RECITALS

This Agreement is predicated on the following facts, which are hereby incorporated into and made a part of this Agreement.

A. TWL owns approximately one hundred eight (108) acres of land in unincorporated San Joaquin County, adjacent to the City's municipal boundaries and within the City's sphere of influence, as more particularly described and shown on attached Exhibit A ("***TWL Property***"). The TWL Property is within a larger planning area designated Urban Reserve 6 in the City's current General Plan, which consists of a total of approximately one thousand seven hundred and eighty (1,780) acres, as shown on attached Exhibit B ("***Urban Reserve 6***").

B. Prologis L.P., a Delaware limited partnership ("***Prologis***") owns approximately one thousand two hundred and thirty eight (1,238) acres of land in Urban Reserve 6, as shown on attached Exhibit B ("***Prologis Property***"). GBC Global Investments, Inc., a California corporation ("***GBC***") owns approximately one hundred ninety four (194) acres of land in Urban Reserve 6, as shown on attached Exhibit B ("***GBC Property***"). R&B Delta, LLC, a California limited liability company ("***Delta***") owns approximately one hundred ten (110) acres of land in Urban Reserve 6, as shown on attached Exhibit B ("***Delta Property***"). Together, Prologis, GBC and Delta may be referred to herein as the "***Other Participating Property Owners***."

C. City is currently preparing a specific plan for Urban Reserve 6 pursuant to Section 65450, *et seq.*, of the California Government Code (the "***Cordes Ranch Specific Plan***"), and TWL and the Other Participating Property Owners are currently seeking various land use entitlements, permits and approvals from City to develop their respective properties in Urban Reserve 6 following the City's adoption of the Cordes Ranch Specific Plan.

D. City is one of four (4) cities that participate in the South County Water Supply Project ("***SCWSP***") with the South San Joaquin Irrigation District ("***SSJID***") for the purchase, treatment and conveyance of potable water supplies. The other cities are the City of Lathrop ("***Lathrop***"), the City of Escalon, and the City of Manteca. Pursuant to separate agreements with SSJID, each participating city is allocated a specific volume of treated water supplies and a specific volume of conveyance capacity in the SCWSP system.

E. Under its agreement with SSJID, Lathrop is currently allocated treated water supplies and conveyance capacity in excess of its current and future projected needs.

F. City desires to purchase from Lathrop an entitlement to approximately one thousand one hundred and twenty (1,120) acre feet annually of water supplies and two (2) million gallons per day ("***MGD***") of treatment and conveyance capacity (together, the "***Lathrop Water Supply***"). City and Lathrop currently anticipate that the purchase price for the Lathrop Water Supply will

be five million dollars ($5,000,000), and further anticipate executing an agreement for Lathrop's sale and City's purchase of the Lathrop Water Supply not later than August 15, 2013.

G. In addition to the Lathrop Water Supply, City desires to acquire from SSJID an entitlement to approximately Two Thousand (2,000) acre feet annually of water supplies ("***SSJID Water Supply***") to further supplement City's water portfolio. City currently anticipates that its acquisition costs for the SSJID Water Supply will be no greater than one million five hundred thousand dollars ($1,500,000), and further anticipates executing an agreement for SSJID to document City's acquisition of the SSJID Water Supply not later than December 31, 2014.

H. By entering into this Agreement, the parties hereby desire to memorialize the terms and conditions under which TWL shall reimburse City for TWL's share of all of City's costs associated with City's acquisitions and use of the Lathrop Water Supply and the SSJID Water Supply as set forth more fully herein.

I. It is anticipated that each of the Other Participating Property Owners will enter into substantially similar reimbursement agreements with City, which will provide for each of the Other Participating Property Owners to reimburse City for their respective fair share of costs associated with City's acquisitions and use of the Lathrop Water Supply and the SSJID Water Supply. As set forth herein, the parties acknowledge and agree that the validity and effectiveness of each reimbursement agreement will depend upon the validity and effectiveness of the other three agreements, such that all four agreements must be executed for any single agreement to have any validity or effect.

J. City, TWL and the Other Participating Property Owners have agreed that, for purposes of their respective reimbursement agreements with City, their respective fair shares of the costs associated with City's acquisitions and use of the Lathrop Water Supply and the SSJID Water Supply are as follows (each, "Fair Share"):

TWL:	6.95%
Prologis:	73.49%
GBC:	12.84%
Delta:	6.72%

In consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

AGREEMENT

1. TWL's Obligations Relating to Lathrop Water Supply.

If, and only if, by August 15, 2013, City, Lathrop and SSJID have executed the necessary agreements and obtained the necessary consents from the City of Manteca and the City of Escalon for Lathrop to sell to City, and City to purchase from Lathrop, the Lathrop Water Supply, then TWL shall reimburse City for TWL's Fair Share of the cost to City of acquiring the Lathrop Water Supply from Lathrop and SSJID as set forth below. If City, Lathrop and SSJID have not executed such necessary documents and obtained the necessary consents as described above, by August 15, 2013, and the parties have not mutually agreed to an extension of said date, then the parties' obligations hereunder with respect to the Lathrop Water Supply shall be null and

void, subject to the parties entering into mutually acceptable terms upon which such time will be extended.

(a) TWL shall reimburse City for TWL's Fair Share of the actual purchase price to City of the Lathrop Water Supply, as set forth in the purchase and sale agreements between City and Lathrop (hereafter, the "***Lathrop Actual Purchase Price***"); provided, however, that if the Lathrop Actual Purchase Price exceeds five million dollars ($5,000,000), then City shall have no obligations under Section 3 of this Agreement with respect to the Lathrop Water Supply unless and until TWL and each of the Other Participating Property Owners agrees, in a written amendment to their respective reimbursement agreements, that they will each pay their Fair Share of any such additional amount. Notwithstanding the foregoing, the parties agree that TWL shall have the right, but not the obligation, to pay the Fair Share of any Other Participating Property Owner that declines to pay such additional amount, in which case, City's reimbursement agreement with each Other Participating Property Owner that declined to pay its Fair Share of such additional amount shall be null and void as to the Lathrop Water Supply, and City's reimbursement agreement with each Other Participating Property Owner that has agreed, in a written amendment to its reimbursement agreement, to pay such additional amount, shall remain valid and in effect.

(b) Not later than September 15, 2013, TWL shall pay to City its Fair Share of the amount of five hundred thousand dollars ($500,000) ("***Initial Lathrop Water Supply Payment***"), which Fair Share constitutes thirty four thousand seven hundred and fifty nine dollars and ninety two cents ($34,759.92).

(c) TWL shall reimburse City for TWL's Fair Share of the remainder of the Lathrop Actual Purchase Price in six (6) equal, quarterly installments on the following dates (collectively, the "***Installment Payments***") unless TWL elects to pre-pay the entire remaining amount due.

(i) December 31, 2013
(ii) March 31, 2014
(iii) June 30, 2014
(iv) September 30, 2014
(v) December 31, 2014
(vi) March 31, 2015

The amount of each Installment Payment, and the dollar amount of TWL's Fair Share of each Installment Payment, shall be determined by the Lathrop Actual Purchase Price of the Lathrop Water Supply. As of the date of the parties' execution of this Agreement, the parties anticipate that the Lathrop Actual Purchase Price will be five million dollars ($5,000,000). In the event that the Lathrop Actual Purchase Price is $5,000,000, then the amount of each Installment Payment shall be seven hundred fifty thousand dollars ($750,000), and the dollar amount of TWL's Fair Share of each Installment Payment shall be fifty two thousand one hundred and thirty nine dollars and eighty nine cents ($52,139.89). In the event that the Lathrop Actual Purchase Price is more than, as provided herein, or less than $5,000,000, then the amount of each Installment Payment and the dollar amount of TWL's Fair Share of each Installment Payment shall be increased or decreased accordingly.

(d) City shall be entitled to interest on the outstanding balance of the Lathrop Actual Purchase Price, at the rate of Two and One Half Percent (2.5%) per year, payable as follows:

(i) On the same day that TWL pays its Fair Share of the Initial Lathrop Water Supply Payment, TWL shall pay its Fair Share of the interest due to City, calculated from the date that City acquires the Lathrop Water Supply, as set forth in the purchase and sale agreement between City and Lathrop, to the date that TWL pays its Fair Share of the Initial Lathrop Water Supply Payment.

(ii) On the same day that TWL pays its Fair Share of each Installment Payment, Delta shall pay its Fair Share of the interest due to City on the outstanding balance of the Lathrop Actual Purchase Price, calculated from the date of TWL's preceding payment under this Agreement to the date of such Installment Payment.

(e) Not later than June 15, 2013, TWL shall provide to City an irrevocable, standby letter of credit (the "Letter of Credit"), in the amount of three hundred forty seven thousand five hundred and ninety nine dollars and twenty four cents ($347,599.24), which amount is equal to TWL's Fair Share of the anticipated purchase price of the Lathrop Water Supply, to secure and guarantee TWL's performance of its obligation to make payments under this Agreement. The Letter of Credit shall be maintained in effect (i) until TWL has fully reimbursed City for TWL's Fair Share of the entire Lathrop Actual Purchase Price or (ii) unless the parties' obligations under this Section 1 are terminated in accordance with Section 1(a) above, in which case TWL's obligations to maintain the Letter of Credit shall be terminated accordingly; or, if TWL is unable to obtain a Letter of Credit with a duration longer than twelve months, then TWL shall renew or replace the Letter of Credit at least ten (10) days prior to its expiration each year. If TWL fails to renew or replace the Letter of Credit as herein required, then City may draw down the entire amount of the Letter of Credit prior to its expiration for purposes of satisfying the remaining payment obligations relating to the Lathrop Water Supply of TWL hereunder. As TWL pays its Fair Share of the Initial Lathrop Water Supply Payment and each Installment Payment to City, as provided herein, the amount of the Letter of Credit may be reduced by the dollar amount of the payments actually made by TWL; provided, however, that at no time during the effective period of the Letter of Credit shall the amount of the Letter of Credit be less than the total amount of TWL's outstanding reimbursement obligation for the Lathrop Water Supply under this Agreement. The Letter of Credit shall be issued by a bank approved by City, which approval shall not be unreasonably withheld or delayed, and be in a form that is reasonably acceptable to the City Attorney. The parties hereby acknowledge and agree that the provision of the Letters of Credit by TWL and the Other Participating Property Owners pursuant to their respective reimbursement agreements is a material consideration for City's entering into this Agreement, that City would not have entered into this Agreement or reimbursement agreements with the Other Participating Property Owners without the assurance that TWL and the Other Participating Property Owners would provide the required Letters of Credit, and therefore the failure of TWL or any Other Participating Property Owner to provide and maintain the required Letter of Credit shall render City's obligations with respect to the Lathrop Water Supply null and void and of no further force and effect. Notwithstanding the foregoing, in the event that any Other Participating Property Owner does not provide and maintain its required Letter of Credit in accordance with this Section 1(e), then TWL shall have the right, but not the obligation, to replace its Letter of Credit with an amended Letter of credit describing the additional secured obligation of the Other Participating Property Owner and increasing the amount of its Letter of Credit to cover the outstanding amount of said Other Participating Property Owner, in which case the parties' obligations with respect to the Lathrop Water Supply shall remain in full force and effect.

(f) The parties hereby acknowledge and agree that, in addition to TWL's obligation to reimburse City for TWL's Fair Share of the full Lathrop Actual Purchase Price, TWL shall

reimburse City for TWL's Fair Share of all of City's actual costs incurred in acquiring the Lathrop Water Supply, including costs incurred for City staff and consultants' time, pursuant to separate cost recovery agreements between City and TWL.

2. TWL's Obligations Relating to SSJID Water Supply.

(a) Not later than July 1, 2013, TWL shall pay to City its Fair Share of the amount of one hundred fifty thousand dollars ($150,000) ("***Initial SSJID Water Supply Payment***"), which Fair Share constitutes ten thousand four hundred and twenty seven dollars and ninety eight cents ($10,427.98).

(b) Not later than thirty (30) days following TWL's receipt of notice from City that City has executed an agreement with SSJID for City's acquisition of the SSJID Water Supply, TWL shall pay its Fair Share of the actual acquisition price ("***SSJID Actual Purchase Price***") to be paid by City for the SSJID Water Supply pursuant to such agreement between City and SSJID, provided that the sum of the SSJID Actual Purchase Price and the Initial SSJID Water Supply Payment does not exceed one million five hundred thousand dollars ($1.5 million). If City cannot acquire the SSJID Water Supply for $1.5 million or less (including the Initial SSJID Water Supply Payment), then City shall have no obligation under this Agreement to obtain the SSJID Water Supply unless and until TWL and all of the Other Participating Property Owners agree, in a written amendment to their respective reimbursement agreements, that they are willing to each pay their respective Fair Share of any such additional amount. Absent such written agreements, if the sum of the SSJID Actual Purchase Price and the Initial SSJID Water Supply Payment to acquire the SSJID Water Supply would exceed $1.5 million, the parties shall have no further obligations hereunder with respect to the SSJID Water Supply. Notwithstanding the foregoing, the parties agree that TWL shall have the right, but not the obligation, to cover the Fair Share of any Other Participating Property Owner that elects not to proceed in the event of any additional costs, and in which case, City shall proceed with the acquisition of the SSJID Water Supply as contemplated herein.

(c) Consistent with Section 1 above, the parties hereby acknowledge and agree that, in addition to TWL's obligation to reimburse City for TWL's Fair Share of the full SSJID Actual Purchase Price, TWL shall reimburse City for TWL's Fair Share of all of City's actual costs incurred in acquiring the SSJID Water Supply, including costs incurred for City staff and consultants' time, pursuant to separate cost recovery agreements between City and TWL.

3. City Obligations.

(a) City shall use good faith and diligent efforts to complete its acquisition of the Lathrop Water Supply on or before August 15, 2013, and to complete its acquisition of the SSJID Water Supply on or before December 31, 2014, subject to and consistent with its legal duties and obligations as a municipal corporation in the State of California, to provide City with sufficient potable water supplies to provide potable water service to Urban Reserve 6 consistent with the service obligations contemplated in the Water Supply Assessment for the Cordes Ranch Specific Plan dated January 2013 (the "***WSA***") and the City of Tracy Cordes Ranch Specific Plan Project Draft Environmental Impact Report dated April 5, 2013 (the "***EIR***").

(b) Nothing in this Agreement shall be interpreted as committing City to a definite course of action with respect to land use planning or any development proposals for or relating to Urban Reserve 6 or its consideration of the proposed Cordes Ranch Specific Plan and any related City permits and approvals. City hereby expressly retains its full discretion in

considering land use plans and proposals for Urban Reserve 6, including, without limitation, the ability to approve or decline to approve the proposed Cordes Ranch Specific Plan and any related City permits and approvals, and this Agreement is in no way binding on City's discretion in this regard.

(c) The parties further acknowledge and agree that by this Agreement, City shall have no obligation to reimburse TWL for the funding provided for herein. Notwithstanding the foregoing, City shall use good faith and diligent efforts to facilitate the reimbursement to TWL from any other property owners that benefit from City's acquisition of the Lathrop Water Supplies or the SSJID Water Supply, subject to and consistent with its legal duties and obligations as a municipal corporation in the State of California, as contemplated herein.

(d) In the event the City Council approves the Cordes Ranch Specific Plan and any related City permits and approvals and completes its acquisitions of the Lathrop Water Supply and/or the SSJID Water Supply as contemplated by this Agreement, and provided that the water demands generated by development in Urban Reserve 6 do not exceed the water demand projections for Urban Reserve 6 set forth in the WSA and the EIR, the parties further acknowledge and agree that TWL's reimbursements made under this Agreement (including any additional payments that may be made on behalf of any Other Participating Property Owner pursuant to Sections 1(a), 1(e) and/or 2(b) above) shall be reflected in any Finance Implementation Plan for Urban Reserve 6 and the Cordes Ranch Specific Plan that is or becomes applicable to TWL.

4. Condition Precedent to Effectiveness of City's and TWL's Obligations.

City's and TWL's obligations set forth in Section 1, Section 2 and Section 3 above, shall not be effective unless and until City has received from each of the Other Participating Property Owners, a reimbursement agreement that is substantially similar to this Agreement, as determined by City, and that is signed by an authorized representative of each of the Other Participating Property Owners, requiring each of the Other Participating Property Owners to reimburse City for their respective Fair Share of all of City's costs to acquire the Lathrop Water Supply and the SSJID Water Supply, including costs for City staff time and consultants' time. In the event of a conflict between the language of this Section 4 and any other language or provision of this Agreement, this Section 4 shall prevail.

5. Attorneys' Fees.

In the event any legal action is commenced by a party to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs and expenses incurred related thereto.

6. Modifications.

This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

7. 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.

8. Jurisdiction and Venue.

The interpretation, validity and enforcement of this 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.

9. Entire Agreement.

This Agreement, including all attached Exhibits, comprises the entire integrated understanding between the parties. This Agreement supersedes all prior negotiations, representations or agreements.

10. Notices.

All notices to be given hereunder shall be in writing and may be personally delivered or mailed to the respective party at the addresses set forth below (either party may modify its address for notice by providing written notice to the other party). Any notice shall be deemed to have been given and received on the first to occur of: (a) actual receipt at the address set forth below; or (b) three (3) working days following the deposit in the United States Mail of registered or certified mail sent to the address set forth below.

City:

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
209.831.6000 (tel)
209.831.6120 (fax)
Attn: City Manager

With a copy to:

City Attorney's Office of City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
209.831.6130 (tel)
209.831.6137 (fax)
Attn: City Attorney

TWL:

129 Edelen Avenue
Los Gatos, CA 95030
(408) 354-3600 (tel)
(408) 354-0150 (fax)
Attn: Tim Murphy

With a copy to:

Miller Starr Regalia

1331 North California Blvd., Fifth Floor
Walnut Creek, CA 94596
925.935.9400 (tel)
925.933.4126 (fax)
Attn: Nadia Costa

11. Term of Agreement.

The term of this Agreement shall commence on the Effective Date and shall remain effective until TWL has satisfied its reimbursement obligations as set forth herein, or unless and until the Agreement is terminated pursuant to its terms, including but not limited to Section 1(e) above.

12. Indemnification.

TWL 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 of any kind (including court costs and attorney's fees) resulting from or arising out of this Agreement except in the event and to the extent of City's gross negligence or willful misconduct.

13. Defense of Legal Challenge.

In the event of any administrative, legal, equitable or other action or proceeding instituted by any person, entity or organization, to challenge this Agreement (collectively, "***Challenge***"), TWL shall defend and indemnify City against any and all fees and costs arising out of the defense of such Challenge, including the fees and costs of City's own in-house or special counsel retained to protect City's interests. In the event of any such Challenge, each party shall be entitled to legal counsel of its choice, at TWL's expense, and the parties and their respective counsel shall cooperate with each other in the defense of any such Challenge, including in any settlement negotiations. If a court in any such Challenge in a final judgment awards any form or amount of money damages to such third party as a result thereof, or any attorneys' fees or costs to such third party, TWL shall bear full and complete responsibility to comply with the requirements of such award, and hereby agrees to pay TWL's Fair Share of all damages, fees and costs on behalf of City.

14. No Money Damages.

The parties hereby acknowledge that 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 it is a material part of TWL'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, TWL, on the one hand, and 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

15. **Assignment.**

TWL shall have the right to sell, assign, or transfer its rights under this Agreement, in whole or in part, to any individual or entity ("***Assignee***") that secures an interest in the TWL Property, subject to City's consent, which shall not be unreasonably withheld or delayed, and provided that the Assignee expressly assumes said obligations hereunder. At least thirty (30) days prior to any proposed assignment, TWL shall notify City of its intent to assign this Agreement (in whole or in part) and shall provide to City a copy of the proposed Assignment and Assumption Agreement that would reflect the Assignee's express assumption of any and all obligations hereunder.

16. **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 TWL 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

City of Tracy, a municipal corporation

By: _____

Its: _____

Date: _____

Attest:

_____

By: _____

Its: CITY CLERK

Date: _____

Approved as to form:

By: _____

Its: CITY ATTORNEY

Date: _____

TWL

TWL Investors, LLC, a California limited liability company

By: Timothy Murphy

Its: Managing Member

Date: 5-28-2013

EXHIBIT A

"TWL PROPERTY"

Exhibit A

Legal Description: TWL Property

Real property in the unincorporated area of the County of SAN JOAQUIN, State of CALIFORNIA, described as follows:

PARCEL ONE:
THE SOUTHEAST QUARTER OF SECTION TWENTY-TWO (22), TOWNSHIP TWO (2) SOUTH, RANGE FOUR (4) EAST, MOUNT DIABLO BASE AND MERIDIAN.
EXCEPT THAT CERTAIN 60 FOOT STRIP OF LAND DESCRIBED IN DEED TO THE WEST SIDE IRRIGATION DISTRICT, RECORDED AUGUST 1, 1919, IN BOOK "A" OF DEEDS, VOL. 372, PAGE 384, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPT PORTION OF SAID LAND DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED MAY 8, 1952, IN VOL. 1420 OF OFFICIAL RECORDS, PAGE 194, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPT THAT PORTION OF SAID LAND DESCRIBED IN DEED TO MELVIN GEORGE HEISER, ET UX, RECORDED JULY 16, 1962, IN VOL. 2573 OF OFFICIAL RECORDS, PAGE 63, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPT MAT PORTION OF SAID LAND DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED MARCH 13, 1968, IN VOL. 3194 OF OFFICIAL RECORDS, PAGE 489, SAN JOAQUIN COUNTY RECORDS.

ALSO EXCEPT THAT PORTION DESCRIBED IN THE DEED TO STEVEN K. ORMONDE AND ANNETTE J. ORMONDE, RECORDED AUGUST 14, 1979, AS DOCUMENT NO. 79069038.
PARCEL TWO:

A PORTION OF THAT CERTAIN PARCEL OF LAND DESIGNATED PARCEL ONE IN DEED TO THE STATE OF CALIFORNIA, RECORDED MAY 8, 1952, IN VOL. 1420 OF OFFICIAL RECORDS, PAGE 194, SAN JOAQUIN COUNTY RECORDS, SITUATE IN THE SOUTHEAST QUARTER OF SECTION TWENTY-TWO (22), TOWNSHIP TWO (2) SOUTH, RANGE FOUR (4) EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

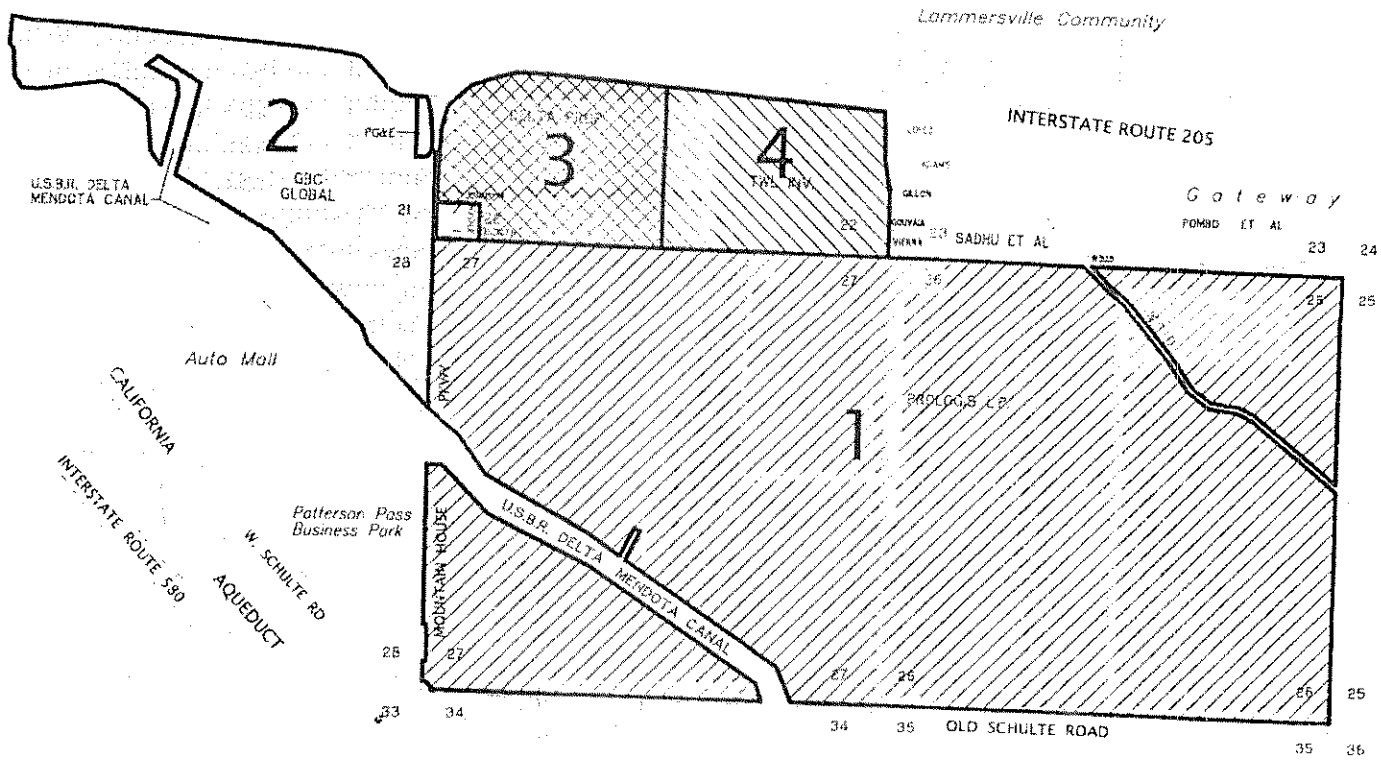
ALL OF SAID PARCEL ONE, RECORDED MAY 8, 1952, LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESIGNATED PARCEL NO. 3 IN SAID DEED RECORDED MARCH 13, 1968, IN VOL. 3194 OF OFFICIAL RECORDS, PAGE 489, SAN JOAQUIN COUNTY RECORDS; THENCE (1) NORTH 1° 54' 19" WEST, 561.52 FEET; THENCE (2) NORTH 89° 49' 31" WEST, 565.09 FEET TO THE MOST EASTERLY CORNER OF PARCEL NO. 2 AS DESCRIBED IN DEED RECORDED MARCH 13, 1968, IN VOL. 3194 OF OFFICIAL RECORDS, PAGE 489, SAN JOAQUIN COUNTY RECORDS.

APN: 209-460-310-000 (New)
APN: 209-130-036-000 (Old)

EXHIBIT B

"URBAN RESERVE 6"



1 PROLOGIS L.P.

2 GBC GLOBAL INVESTMENTS

3 DELTA PROPERTIES

4 TWL INVESTORS LLC

NORTH

0 1000 2000 4000

GRAPHIC SCALE 1" = 2000'

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796

EXHIBIT "B"
URBAN RESERVE 6 PROPERTY OWNERS

TRACY CALIFORNIA

DATE	05/28/2013
JOB NO.	A09500
SCALE	1" =2000'
SHEET	2

Z:\2009\A09500\COST SHARING.dwg 4/15/2013 6:59:37 PM PDT

June 4, 2013

AGENDA ITEM 1.D

REQUEST

ADOPTION OF THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2013-2014 FOR THE CITY OF TRACY

EXECUTIVE SUMMARY

The City Council is required by the State constitution to annually adopt an appropriations limit pertaining to the proceeds of taxes. The Administrative Services Department has done the necessary calculations to determine the limit for FY 13-14. Council adoption is required.

DISCUSSION

As per Article XIIIB of the State Constitution, the City of Tracy is subject to an appropriations limit pertaining to the proceeds of taxes (Gann Initiative). The base year for the limit is Fiscal Year 1978-79 and it may be updated annually for growth and inflation. Proposition 111, approved by the voters in June 1990, provided for certain modifications to the appropriations limit. The City now has two options each for calculating growth and inflation.

For growth, the options are:

1) City's population growth, or
2) County's population growth.

For inflation, the options are:

1) The California Per Capita Income, or
2) Percent change in the local assessment roll from the preceding year due to the addition of local nonresidential construction in the City.

The decision as to which options to select must be done by a recorded vote of the City Council.

In addition to establishing a new method with options for the annual update of the appropriations limit, Proposition 111 expanded the categories of expenditures exempt from the limit.

The attached worksheets illustrate the computation used to derive the appropriations limit for FY 13-14. This limit is $52,356,701. This is a 5.75% increase over the FY 12-13 limit of $49,508,950.

Page 1 of the attachments shows the calculation to determine the base for the appropriations limit. It also shows the annual update of the limit under the original method. Pages 2, 3, and 4 calculate the annual update of the limit under the new Proposition 111 method. Page 5 indicates the appropriations subject to the limit for FY 13-14.

Staff has used the City's population growth and California Per Capita Income options in the computations and recommends these options for Council selection. These factors were 1.006% and 1.0512% respectively for a combined factor of 1.0575%. The population figure provided by the State of California, Department of Finance was 84,060 for the City as of January 1, 2013.

The City of Tracy is within its limit. For FY 13-14, the margin is $13,659,711 or 73.91% of the limit. This margin can be construed as the amount by which City tax revenues have been restrained since FY 78-79 when compared to City growth and inflation.

The following represents the City's "proceeds of taxes" by fiscal year.

FY 01-02	$27,115,610	
FY 02-03	$28,909,770	+6.6%
FY 03-04	$30,951,450	+7.1%
FY 04-05	$33,833,590	+10.6%
FY 05-06	$35,601,660	+5.2%
FY 06-07	$39,904,820	+12.1%
FY 07-08	$42,434,700	+6.3%
FY 08-09	$43,709,400	+3.0%
FY 09-10	$38,007,030	-13.0%
FY 10-11	$30,069,810	-20.9%
FY 11-12	$35,931,410	+19.5%
FY 12-13	$37,923,600	+5.5%
FY 13-14	$41,002,610	+8.1%

The "proceed of taxes" figure of $41,002,610 can be adjusted downward to an "appropriations subject to the limit" of $38,696,360. This adjustment can be made due to $1,204,000 budgeted for debt service in FY 13-14 to be paid out of tax proceeds and $1,101,800 of tax proceeds either budgeted or reserved for capital outlays.

RECOMMENDATION

Staff recommends that the City Council of the City of Tracy adopt a resolution establishing the Appropriations Limit for FY 13-14.

It is further recommended that, in adopting this resolution, the City Council select "The City's Population Growth" and "California Per Capita Income" options for the annual update of the City's appropriations limit for FY 13-14.

Prepared by: Allan J. Borwick, Budget Officer
Reviewed by: Robert Harmon, Senior Accountant
Approved by: R. Leon Churchill, Jr., City Manager

Attachments: Appropriations Limit Calculations

CITY OF TRACY
APPROPRIATIONS LIMIT

ATTACHMENT "A"

May 1, 2013

FY 1978-79 Base	TAX PROCEEDS	NON-TAX PROCEEDS
TAXES	$1,141,967	
LIC, PERMIT & Franchises		$370,119
FINES		$108,860
USE OF MONEY	$175,167	$182,952
RENTS & CONCESSIONS		$60,650
STATE SHARED REVENUES	$849,352	$697,618
COUNTY GRANTS		$39,451
FEDERAL GRANTS		$3,860,398
CHARGES/FEES		$3,227,759
OTHER REVENUES		$328,834
Fund Balance from FY76-77	$428,595	$162,571
Sub-Totals	$2,595,081	$9,039,212
TOTAL Revenues	$11,634,293	

Prop 4 Adjustments	Population	CPI	FACTOR	Updated App Limit
FY 1978-79 BASE LIMIT				$2,595,081
FY 1979-80 BASE UPDATE	1.0006	1.102	1.1023	$2,860,456
FY 1980-81 BASE UPDATE	1.0354	1.105	1.1444	$3,273,585
FY 1981-82 BASE UPDATE	1.0603	1.091	1.1570	$3,787,536
FY 1982-83 BASE UPDATE	1.0464	1.068	1.1175	$4,232,546
FY 1983-84 BASE UPDATE	1.0362	1.024	1.0606	$4,489,003
FY 1984-85 BASE UPDATE	1.0489	1.047	1.0986	$4,931,699
FY 1985-86 BASE UPDATE	1.0732	1.037	1.1133	$5,490,646
FY 1986-87 BASE UPDATE	1.0884	1.030	1.1211	$6,155,300
FY 1987-88 BASE UPDATE	1.0626	1.030	1.0949	$6,739,457
FY 1988-89 BASE UPDATE	1.0548	1.036	1.0931	$7,366,828
FY 1989-90 BASE UPDATE	1.0340	1.041	1.0764	$7,929,609
FY 1990-91 BASE UPDATE	1.1123	1.048	1.1657	$9,243,469
FY 1991-92 BASE UPDATE	1.1039	1.054	1.1635	$10,754,874
FY 1992-93 BASE UPDATE	1.0559	1.042	1.1002	$11,832,691
FY 1993-94 BASE UPDATE	1.0695	1.030	1.1016	$13,034,593
FY 1994-95 BASE UPDATE	1.0403	1.030	1.0715	$13,966,683
FY 1995-96 BASE UPDATE	1.0336	1.026	1.0605	$14,811,299
FY 1996-97 BASE UPDATE	1.0307	1.028	1.0596	$15,693,454
FY 1997-98 BASE UPDATE	1.0262	1.030	1.0570	$16,587,761
FY 1998-99 BASE UPDATE	1.0281	1.023	1.0517	$17,446,117
FY 1999-00 BASE UPDATE	1.0549	1.016	1.0718	$18,698,371
FY 2000-01 BASE UPDATE	1.0729	1.022	1.0965	$20,502,835
FY 2001-02 BASE UPDATE	1.0759	1.034	1.1125	$22,809,006
FY 2002-03 BASE UPDATE	1.0785	1.028	1.1087	$25,288,299
FY 2003-04 BASE UPDATE	1.0645	1.016	1.0815	$27,350,105
FY 2004-05 BASE UPDATE	1.0685	1.012	1.0816	$29,581,222
FY 2005-06 BASE UPDATE	1.0499	1.018	1.0684	$31,603,934
FY 2006-07 BASE UPDATE	1.0250	1.020	1.0451	$33,028,955
FY 2007-08 BASE UPDATE	1.0078	1.032	1.0396	$34,338,437
FY 2008-09 BASE UPDATE	1.0054	1.042	1.0476	$35,973,867
FY 2009-10 BASE UPDATE	0.9976	0.998	0.9956	$35,815,755
FY 2010-11 BASE UPDATE	1.0163	1.030	1.0468	$37,491,538
FY 2011-12 BASE UPDATE	1.0069	1.018	1.0250	$38,429,734
FY 2012-13 BASE UPDATE	1.0079	1.026	1.0341	$39,740,395
FY 2013-14 BASE UPDATE	1.0060	1.043	1.0491	$41,689,932

Prop 111	Adjustments	City Population	CA per Capita Income	FACTOR	Updated App Limit
FY 1986-87 BASE					$6,155,300
FY 1987-88 BASE UPDATE		1.0626	1.0347	1.0995	$6,767,581
FY 1988-89 BASE UPDATE		1.0548	1.0466	1.1040	$7,471,096
FY 1989-90 BASE UPDATE		1.0340	1.0519	1.0877	$8,126,047
FY 1990-91 BASE UPDATE		1.1123	1.0421	1.1591	$9,419,127
Adjustments:					
	Drainage Fees				($92,060)
	Landscaping Fees				$0
	Redevelopment Agency Cost Transfer				($99,140)
	FY 1990-91 Limit				$9,227,927
FY 1991-92 BASE UPDATE		1.1039	1.0414	1.1496	$10,608,439
Adjustments:					
	County Booking Fees				$36,000
	County Tax Administration Fees				$90,000
	Street Sweeping transfer to fee support				($144,700)
	FY 1991-92 Limit				$10,589,739
FY 1992-93 BASE UPDATE		1.0559	0.9936	1.0491	$11,109,827
Adjustments:					
	State Fees for Criminal Justice Services				$5,000
	FY 1992-93 Limit				$11,114,827
FY 1993-94 BASE UPDATE		1.0695	1.0272	1.0986	$12,210,528
Adjustments:					
	FY 1993-94 Limit				$12,210,528
FY 1994-95 BASE UPDATE		1.0403	1.0071	1.0477	$12,792,800
Adjustments:					
	FY 1994-95 Limit				$12,792,800
FY 1995-96 BASE UPDATE		1.0336	1.0472	1.0824	$13,846,747
Adjustments:					
	FY 1995-96 Limit				$13,846,747
FY 1996-97 BASE UPDATE		1.0307	1.0467	1.0788	$14,938,337
Adjustments:					
	FY 1996-97 Limit				$14,938,337
FY 1997-98 BASE UPDATE		1.0262	1.0467	1.0741	$16,045,620
Adjustments:					
	FY 1997-98 Limit				$16,045,620

(Continued)

Prop 111	Adjustments	City Population	CA per Capita Income	FACTOR	Updated App Limit
FY 1998-99 BASE UPDATE		1.0281	1.0415	1.0708	$17,181,106
Adjustments:					
	State Fees for DUI Laboratory Expenses				$7,000
	Landscaping & Lighting District Costs				$345,770
	FY 1998-99 Limit				$17,533,876
FY 1999-00 BASE UPDATE		1.0549	1.0453	1.1027	$19,334,377
Adjustments:					
	State Fees for Laboratory Expenses				$12,500
	County Tax Administration Fees (Increase since FY91-92)				$19,000
	FY 1999-00 Limit				$19,365,877
FY 2000-01 BASE UPDATE		1.0729	1.1405 *	1.2236	$23,696,909
Adjustments:					
			* using change in non-residential AV		$0
					$0
	FY 2000-01 Limit				$23,696,909
FY 2001-02 BASE UPDATE		1.0759	1.0782	1.1600	$27,489,253
Adjustments:					
	None				$0
	FY 2001-02 Limit				$27,489,253
FY 2002-03 BASE UPDATE		1.0785	0.9873	1.0648	$29,270,641
Adjustments:		Revised for FY04-05			
	None				$0
	FY 2002-03 Limit				$29,270,641
FY 2003-04 BASE UPDATE		1.0645	1.0231	1.0891	$31,878,361
Adjustments:		Revised for FY04-05			
	County Booking Fees (Increase since 1992)				$80,000
	County Tax Administration Fees (Increase since 2000)				$66,000
	FY 2003-04 Limit				$32,024,361
FY 2004-05 BASE UPDATE		1.0685	1.0328	1.1036	$35,341,704
Adjustments:					
	None				$0
	FY 2004-05 Limit				$35,341,704

(Continued)

Prop 111	Adjustments	City Population	CA per Capita Income	FACTOR	Updated App Limit
FY 2005-06 BASE UPDATE		1.0499	1.0526	1.1051	$39,056,991
Adjustments:					
	None				$0
	FY 2005-06 Limit				$39,056,991
FY 2006-07 BASE UPDATE		1.0250	1.0396	1.0656	$41,618,739
Adjustments:					
	None				$0
	FY 2006-07 Limit				$41,618,739
FY 2007-08 BASE UPDATE		1.0078	1.0442	1.0523	$43,797,262
Adjustments:					
	None				$0
	FY 2007-08 Limit				$43,797,262
FY 2008-09 BASE UPDATE		1.0054	1.0429	1.0485	$45,922,816
Adjustments:					
	None				$0
	FY 2008-09 Limit				$45,922,816
FY 2009-10 BASE UPDATE		1.0020	1.0062	1.0082	$46,301,339
Adjustments:					
	None				$0
	FY 2009-10 Limit				$46,301,339
FY 2010-11 BASE UPDATE		1.0163	0.9746	0.9905	$45,860,827
Adjustments:					
	None				$0
	FY 2010-11 Limit				$45,860,827
FY 2011-12 BASE UPDATE		1.0069	1.0251	1.0322	$47,336,316
Adjustments:					
	None				$0
	FY 2011-12 Limit				$47,336,316
FY 2012-13 BASE UPDATE		1.0079	1.0377	1.0459	$49,508,950
Adjustments:					
	None				$0
	FY 2012-13 Limit				$49,508,950
FY 2013-14 BASE UPDATE		1.0060	1.0512	1.0575	$52,356,071
Adjustments:					
	None				$0
	FY 2013-14 Limit				$52,356,071

	TAX PROCEEDS	NON-TAX PROCEEDS
TAXES	$40,018,160	$3,800,000
Special Assessments		$16,765,540
LIC, PERMIT & Franchises	$0	$3,601,090
STATE SHARED REVENUES	$554,000	$2,435,150
STATE GRANTS		$508,220
FEDERAL GRANTS		$7,066,000
COUNTY & OTHER GRANTS		$6,705,750
CHARGES/FEES	$0	$65,196,140
FINES		$1,798,500
USE OF MONEY	$430,000	$433,500
RENTS & CONCESSIONS		$452,500
OTHER REVENUES		$1,045,600
OTHER FINANCING SOURCES		$40,375,000
FUND Balance	$0	$0
Sub-Totals	$41,002,160	$150,182,990
TOTAL Revenues	$191,185,150	

Proceeds of Taxes	$41,002,160	**Qualified Capital Outlays**	
Less Exemptions			
Debt Service	$1,204,000	Impmts-11th & Old MacAr	$400,000
Qualified Capital Outlays	$1,101,800	Street Patch & Overlay	$530,000
Court Orders	$0	Sidewalk Repairs	$171,800
Federal Mandates	$0		
Appropriations Subject to Limit	$38,696,360		
Appropriations Limit	$52,356,071		
Amount under Limit	$13,659,711		$1,101,800
% of Limit Appropriated	73.91%		

RESOLUTION _____

ESTABLISHING THE APPROPRIATIONS LIMIT FOR THE CITY OF TRACY
FOR FISCAL YEAR 2013-2014

WHEREAS, Article XIIIB of the State Constitution places an appropriations limit on the proceeds of taxes received by the State and local governments in California, and

WHEREAS, Article XIIIB provides that the appropriations limit can be adjusted annually to account for growth and inflation, and

WHEREAS, It is necessary for the City Council to establish the appropriations limit for the City of Tracy for FY 13-14 and to specify the options used in the annual adjustment, and

WHEREAS, The attachments to this resolution show the calculations used to determine the appropriations limit as adjusted for the City of Tracy for FY 13-14, and

NOW, THEREFORE, BE IT RESOLVED That:

1) The FY 13-14 appropriations limit for the City of Tracy is established as $52,356,071;

2) In setting the appropriations limit for FY 13-14 the City Council has chosen the "City Population Growth" and "California Per Capita Income" options for the annual adjustment in the limit;

3) The appropriations, subject to the limit based upon the proposed City budget for FY 13-14 are $38,696,360, or 73.91% of the limit, which is $13,659,711 below the limit.

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

The foregoing Resolution _____ was adopted by the Tracy City Council on the 4TH day of June, 2013, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

_____
Mayor

ATTEST:

_____
City Clerk

June 4, 2013

AGENDA ITEM 1.E

REQUEST

APPROVAL OF AN INSPECTION IMPROVEMENT AGREEMENT FOR MUIRFIELD 7 – PHASE 4, TRACT 3779, AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

EXECUTIVE SUMMARY

Approval of the Inspection Improvement Agreement will allow Standard Pacific Corporation (Subdivider), to proceed with the construction of street and utilities improvements within the Muirfield 7 – Phase 4 Subdivision.

DISCUSSION

The Tentative Subdivision Map for the Muirfield 7 – Phase 4 Subdivision, a single-family residential subdivision with a total of 61 lots, was approved by the Tracy Planning Commission on May 22, 2013, pursuant to Resolution PC 2013-0008. Muirfield 7 – Phase 4, Tract 3779 is generally located east of Corral Hollow Road and north of Starflower Drive as shown in Attachment "A" and is designated in the General Plan as LMDR for residential development.

The Subdivider has submitted improvement plans for the subdivision improvements for approval and has requested the City to proceed with construction of the improvements pending approval of the Final Map and execution of the Subdivision Improvement Agreement. Improvement Plans have been reviewed by the Engineering Division and all improvements required of Muirfield 7 – Phase 4, Tract 3779 are guaranteed as part of the Inspection Improvement Agreement.

Under the provisions of the Inspection Improvement Agreement, the Subdivider will construct the public improvements at own risk and responsibility prior to approval and recordation of the Final Map. The City will inspect the construction of public improvements that will be eligible for dedication and acceptance after completion of construction, approval of the Final Map and execution of the Subdivision Improvement Agreement.

FISCAL IMPACT

There will be no fiscal impact to the General Fund. The Subdivider will pay the inspection fees and the cost of processing the agreement.

STRATEGIC PLAN

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

RECOMMENDATION

That City Council, by resolution, approves the Inspection Improvement Agreement for Muirfield 7 – Phase 4, Tract 3779, and authorizes the Mayor to execute the Inspection Improvement Agreement on behalf of the City.

Prepared by: Criseldo Mina, P. E., Senior Civil Engineer

Reviewed by: Kuldeep Sharma, City Engineer

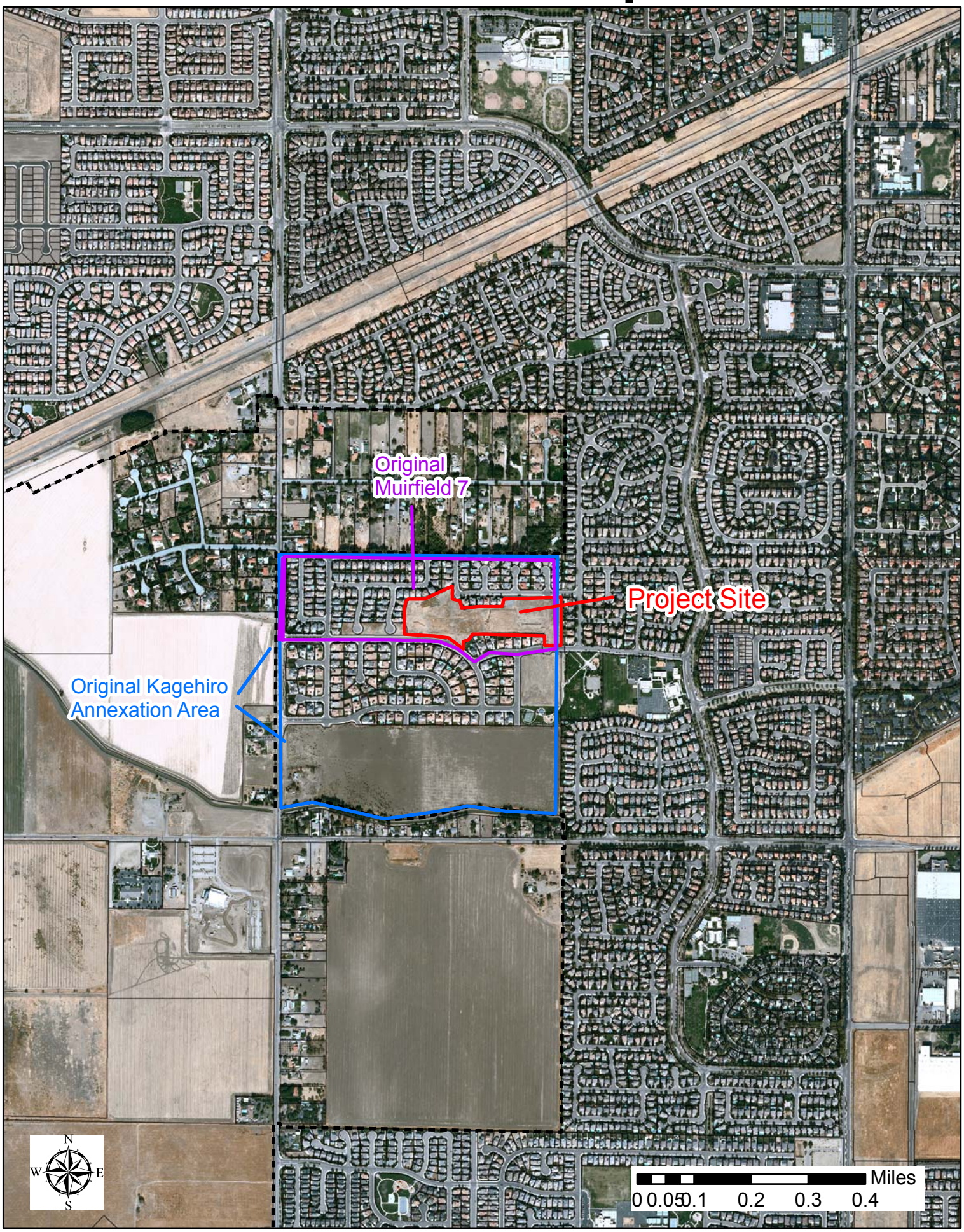
Approved by: Andrew Mailk, Development Services Director
R. Leon Churchill, Jr., City Manager

ATTACHMENTS

Attachment A – Location Map

Location Map

Attachment A



RESOLUTION 2013-____

APPROVING AN INSPECTION IMPROVEMENT AGREEMENT FOR MUIRFIELD 7 – PHASE 4, TRACT 3779, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, Approval of the Inspection Improvement Agreement will allow Standard Pacific Corporation (Subdivider), to proceed with the construction of street and utilities improvements within the Muirfield 7 – Phase 4 Subdivision; and

WHEREAS, The Tentative Subdivision Map for the Muirfield 7 – Phase 4 Subdivision, a single-family residential subdivision with a total of 61 lots, was approved by the Tracy Planning Commission on May 22, 2013, pursuant to Resolution PC 2013-0008; and

WHEREAS, The Subdivider has submitted improvement plans for the subdivision improvements for approval and has requested the City to proceed with construction of the improvements pending approval of the Final Map and execution of the Subdivision Improvement Agreement; and

WHEREAS, Improvement Plans have been reviewed by the Engineering Division and all improvements required of Muirfield 7 – Phase 4, Tract 3779 are guaranteed as part of the Inspection Improvement Agreement; and

WHEREAS, There will be no impact to the General Fund as the Subdivider will pay the inspection fees and the cost of processing the agreement; and

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

NOW, THEREFORE, BE IT RESOLVED, That City Council, approves the Inspection Improvement Agreement for Murfield 7 – Phase 4, Tract 3779, and authorizes the Mayor to execute the Inspection Improvement Agreement on behalf of the City.

The foregoing Resolution was adopted by the Tracy City Council on this 4th day of June, 2013 by the following vote:

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

June 4, 2013

AGENDA ITEM 1.F

REQUEST

ACCEPT TRAVEL REPORT FROM CITY ATTORNEY REGARDING ATTENDANCE AT LEAGUE OF CALIFORNIA CITIES CITY ATTORNEYS' CONFERENCE

EXECUTIVE SUMMARY

This agenda item involves a travel report from the City Attorney.

DISCUSSION

I attended the annual League of California Cities City Attorneys' Conference May 8 - May 10, 2013. The Conference provided an opportunity to hear presentations, and obtain written materials, on a variety of topics including: CEQA, the Public Records Act, post redevelopment issues, Pension Reform Act implementation issues, contracting out, new FPPC developments, fees, assessments, revenue measures, as well as general litigation, land use litigation, and labor and employment litigation updates.

Information obtained will be shared with the appropriate departments.

STRATEGIC PLAN

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

FISCAL IMPACT

The costs of travel and training were included in this year's budget.

RECOMMENDATION

That the Council accept the Conference Travel Report.

Prepared and Approved by Daniel G. Sodergren, City Attorney

June 4, 2013

AGENDA ITEM 1.G

REQUEST

AUTHORIZE STAFF TO SEND NOTICE TERMINATING THE PROFESSIONAL SERVICES AGREEMENT WITH RBF CONSULTING, INC.; FIND THAT COMPLIANCE WITH THE FORMAL REQUEST FOR PROPOSAL PROCEDURE IS NOT IN THE BEST INTEREST OF THE CITY; APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. CONSULTING TO PROVIDE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") DOCUMENTATION FOR INFRASTRUCTURE IMPROVEMENT AND DEVELOPMENT PERMITS WITHIN THE CORDES RANCH SPECIFIC PLAN AREA; AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT

EXECUTIVE SUMMARY

This request is to: authorize staff to send notice terminating the professional services agreement with RBF Consulting, Inc. ("RBF"); find that compliance with the formal request for proposal procedures is not in the best interest of the City; and approve a Professional Services Agreement with Kimley-Horn and Associates, Inc. ("Kimley-Horn") to assist with the environmental documentation for construction within the proposed Cordes Ranch Specific Plan. RBF was hired to complete the task and the two key project managers with project experience and expertise recently left RBF and are now working for Kimley-Horn. Accordingly, the City Council is asked to make an exception to re-soliciting for new proposals so that the same project managers can continue to provide services to the City.

DISCUSSION

On March 3, 2011, the City entered into a cost recovery agreement with the property owners of the Cordes Ranch project area for payment of all costs associated with the Cordes Ranch Specific Plan, Development Agreement, EIR and Annexation. City staff is actively working with the property owners on the completion and adoption of the EIR, Specific Plan and Development Agreement.

In consideration of the timing needs of the owners group and their potential tenants, staff is tasked with expediting the completion of any necessary environmental review for development projects (including infrastructure and building permits) within the first phase of Cordes Ranch. While the Planning Center / DC&E will complete the overall Cordes Ranch EIR, each of the individual development projects within the project area will need to be evaluated against that EIR to determine if any further environmental documentation for individual projects is required. To expedite the completion of this environmental analysis, staff will utilize Kimley-Horn. The costs of these analyses will be funded by the property owners through the existing Cost Recovery Agreement.

When entering into the original professional services agreement with RBF, the City followed the Tracy Municipal Code ("TMC") procedures for hiring professional consultants, set forth in TMC Section 2.20.140(b)(5). RBF was awarded the contract in

January 2013. Initial work has been managed and completed under the contract by two key individuals who have extensive knowledge of the project and the City's Infrastructure Master Plans. Both of these individuals left employment with RBF and are now employed by Kimley-Horn.

For the purposes of continuity on the project, staff is requesting that the City Council: authorize staff to send notice terminating the professional services agreement with RBF; find that compliance with the formal request for proposal procedures is not in the best interest of the City; and approve a Professional Services Agreement with Kimley-Horn. The total contract amount is $100,000. Staff envisions that by working with the applicant, environmental work will be completed within the timeframe requested by the property owner to expedite potential building permit issuance upon approval and annexation.

STRATEGIC PLAN

The Cordes Ranch project is planned to be a significant jobs center for the City as it develops over time. The City's Economic Development Strategy (2012-2013) establishes Goal 1 to "Increase the Jobs Opportunities in Tracy". Objectives 1 and 2 under that Goal are to "Increase the Quantity and Quality of jobs in Tracy" and to "Diversify Tracy's Economic Base." Cordes Ranch is a mixed use project, with over 1,700 acres for industrial, office, and retail uses, which at build out over many years will accommodate thousands of new jobs in Tracy.

FISCAL IMPACT

There will be no impact to the General Fund. The City entered into a Cost Recovery Agreement with proponents of the Cordes Ranch project on March 3, 2011 to cover the costs of staff time and consultant work related to the Cordes Ranch project.

RECOMMENDATION

Staff recommends City Council adopt a resolution; authorizing staff to send notice terminating the professional services agreement with RBF; find that compliance with the formal request for proposal procedures is not in the best interest of the City; approves a Professional Services Agreement with Kimley-Horn in an amount not-to-exceed $100,000, and authorizes the Mayor to execute the Amendment.

Prepared by: Victoria Lombardo, Senior Planner

Reviewed by: Bill Dean, Assistant Director, Development Services
Andrew Malik, Director Development Services

Approved by: R. Leon Churchill, Jr., City Manager

RESOLUTION_____

AUTHORIZING STAFF TO SEND NOTICE TERMINATING THE PROFESSIONAL SERVICES AGREEMENT WITH RBF CONSULTING, INC., FINDING THAT COMPLIANCE WITH THE FORMAL REQUEST FOR PROPOSAL PROCEDURE IS NOT IN THE BEST INTEREST OF THE CITY, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE CEQA DOCUMENTATION FOR INFRASTRUCTURE IMPROVEMENTS AND DEVELOPMENT PERMITS WITHIN THE CORDES RANCH SPECIFIC PLAN AREA, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, An application has been submitted for the annexation and development of the Cordes Ranch project; and

WHEREAS, The project applicants have requested expedited completion of the required environmental documentation for development permits; and

WHEREAS, RBF is uniquely qualified to assist City Staff in the review of the environmental documentation because of their in-depth knowledge of the City's General Plan and Infrastructure Master Plans, having been the lead consultant for all the environmental documentation for the Citywide Infrastructure Master Plans; and

WHEREAS, Contracts for City-managed professional services in an amount of up to $100,000 may be awarded to a consultant without going through the RFP process as long as (a) a City Council-approved Cost Recovery Agreement exists; (b) an applicant for the development entitlements has deposited the full amount for the contract with the City; and (c) the funds are to be used for development related studies, such as an environmental impact report, and all of these conditions exist for the Cordes Ranch project; and

WHEREAS, RBF consulting was hired in January 2013 to complete the work and initial work has been managed and completed under contract by two key individuals who have extensive knowledge of the project and the City of Tracy; and

WHEREAS, both of these key individuals left employment with RBF and are now employed by Kimley-Horn and Associates, Inc.; and

WHEREAS, for the purposes of continuity on the project, the City and the applicant wish to maintain the efficiencies associated with the project knowledge within the management team now employed at Kimley-Horn and Associates, Inc.; and

WHEREAS, the project budget submitted by Kimley-Horn and Associates is $100,000; and

WHEREAS, there is no fiscal impact to the General Fund because the developer is responsible for all costs associated with processing the environmental documentation and development applications pursuant to the Cost Recovery Agreement approved by City Council in March of 2011.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby authorizes staff to send notice terminating the Professional Services Agreement with

RBF Consulting, Inc., finds that compliance with the formal request for proposal procedure is not in the best interest of the City, approves the Professional Services Agreement and Scope of Work with Kimley-Horn and Associates, Inc., attached herein as Exhibit 1, in an amount not-to-exceed $100,000 and authorizes the Mayor to execute the agreement.

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

The foregoing Resolution _____ was adopted by the City Council on the 4th day of June, 2013, by the following vote:

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

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit 1

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT
CEQA DOCUMENTATION FOR INFRASTRUCTURE IMPROVEMENTS AND DEVELOPMENT PERMITS WITHIN THE CORDES RANCH PROJECT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into by and between the CITY OF TRACY, a municipal corporation (hereinafter "CITY"), and **Kimley-Horn and Associates, Inc.** (hereinafter "CONSULTANT").

RECITALS

A. Whereas, project proponents are moving forward with the Cordes Ranch Specific Plan and its EIR, and

B. Whereas, the first phase of development within the Cordes Ranch Specific Plan area will include various infrastructure improvements (such as roadways, water, sewer and storm drain lines) as well as preparation of finished lots for development of future buildings, and

C. Whereas, staff will need assistance and expertise in determining and completing the necessary level of environmental review for the various improvements prior to development within the Cordes Ranch project area, and

D. C onsultant was selected to perform the duties of preparing said environmental documentation.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES.** CONSULTANT shall perform the services described in Exhibit "A" attached hereto and incorporated herein by reference. The services shall be performed by, or under the direct supervision of, CONSULTANT's Authorized Representative: **Laura Worthington-Forbes.** CONSULTANT shall not replace its Authorized Representative, nor shall CONSULTANT replace any of the personnel listed in Exhibit "A," nor shall CONSULTANT use any subcontractors or subconsultants, without the prior written consent of the CITY.

2. **TIME OF PERFORMANCE.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. CONSULTANT shall commence 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 commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT.

CONSULTANT shall submit all requests for extensions of time to the CITY in writing no later than ten (10) 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.

3. **INDEPENDENT CONTRACTOR STATUS.** CONSULTANT is an independent contractor and is solely responsible for all acts of its employees, agents, or subconsultants, including any negligent acts or omissions. CONSULTANT is not CITY's employee and CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless the CITY provides prior written authorization to CONSULTANT. Contractors and CONSULTANTS are free to work for other entities while under contract with the CITY. Contractors and CONSULTANTS are not entitled to CITY benefits.

4. **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. In the event that CONSULTANT maintains or acquires such a conflicting interest, any contract (including this Agreement) involving CONSULTANT's conflicting interest may be terminated by the CITY.

5. **COMPENSATION.**
   - **5.1.** For services performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT on a time and expense basis, at the billing rates set forth in Exhibit "B," attached hereto and incorporated herein by reference. CONSULTANT's fee for this Agreement is Not To Exceed One Hundread Thousand Dollars ($100,000.00). CONSULTANT's billing rates shall cover all costs and expenses of every kind and nature for CONSULTANT's performance of this Agreement. No work shall be performed by CONSULTANT in excess of the Not To Exceed amount without the prior written approval of the CITY.
   - **5.2.** CONSULTANT shall submit monthly invoices to the CITY describing the services performed, including times, dates, and names of persons performing the service.
   - **5.3.** Within thirty (30) days after the CITY's receipt of invoice, CITY shall make payment to the CONSULTANT based upon the services described on the invoice and approved by the CITY.

6. **TERMINATION.** The CITY may terminate this Agreement by giving ten (10) 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. **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 prior written consent of the City.

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

9. **INDEMNIFICATION.** CONSULTANT shall indemnify, defend, and hold harmless the CITY (including its elected officials, officers, agents, volunteers, and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from or arising out of CONSULTANT's negligent performance of services under this Agreement.

10. **BUSINESS LICENSE.** Prior to the commencement of any work under this Agreement, CONSULTANT shall obtain a City of Tracy Business License.

11. **INSURANCE.**
    - **11.1. General.** CONSULTANT shall, throughout the duration of this Agreement, maintain insurance to cover CONSULTANT, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.
    - **11.2. 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 $2,000,000 general aggregate 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") "claims made" 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. 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.
    - **11.6. Endorsements.** CONSULTANT shall obtain endorsements to the automobile and commercial general liability with the following provisions:
        - **11.6.1** The CITY (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."
        - **11.6.2** For any claims related to this Agreement, CONSULTANT's coverage shall be primary insurance with respect to the CITY. Any

insurance maintained by the CITY shall be excess of the CONSULTANT's insurance and shall not contribute with it.

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

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

11.9. **Insurance Certificate.** CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City, no later than five (5) days after the execution of this Agreement.

11.10. **Substitute Certificates.** No later than thirty (30) days prior to the policy expiration date of any insurance policy required by this Agreement, CONSULTANT shall provide a substitute certificate of insurance.

11.11. **CONSULTANT's Obligation.** Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever (including indemnity obligations under this Agreement), and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

12. **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT's duties be delegated, without the written consent of the CITY. Any attempt to assign or delegate this Agreement without the written consent of the CITY shall be void and of no force and effect. A consent by the CITY to one assignment shall not be deemed to be a consent to any subsequent assignment.

13. **NOTICES.**

13.1 All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective party as follows:

To CITY:
City of Tracy
Development Services
Attn: Bill Dean
333 Civic Center Plaza
Tracy, CA 95376

To CONSULTANT:
Kimley-Horn and Associates, Inc.
Attn: Laura Worthington-Forbes
100 W San Fernando Street, Suite 250
San Jose, CA 95113

13.2 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.

14. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

15. **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.

16. **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.

17. **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.

18. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed for this project. This Agreement supersedes all prior negotiations, representations, or agreements.

19. **COMPLIANCE WITH THE LAW.** CONSULTANT shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

20. **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.

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21. <u>SIGNATURES</u>. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

CITY OF TRACY

_____

By: Brent H. Ives
Title: Mayor
Date: _____

Attest:

_____

By: Sandra Edwards
Title: CITY CLERK
Date: _____

Approved As To Form:

_____

By: Daniel G. Sodergren
Title: CITY ATTORNEY
Date: _____

CONSULTANT
<u>Kimley-Horn and Associates, Inc.</u>

P.E. MATTHEW BARLOW FOR

By: Laura Worthington-Forbes
Title: Regional Vice President
Date: 5/23/13
Fed. Employer ID No. 56-0885615

PE(69464)

By: Scott Colvin
Title: Assistant Secretary
Date: 5/23/13

KHACA
03

Cordes Ranch Project Environmental Support
Scope of Work

Kimley-Horn and Associates (KHA), Inc. will provide support services to the City of Tracy for the proposed Cordes Ranch Project ("Proposed Project"). KHA will serve as an extension of City staff to assist in the review of key project deliverables prepared by DC&E, including the Environmental Impact Report (EIR) and associated CEQA and/or entitlement processing, or implementation of required documents.

It is the goal of KHA to serve as an extension of City staff throughout the duration of the initial entitlement and implementation stages of the project. In addition, it is KHA's goal to ensure that our service in this role assists the City and its consultants in completing the proposed Cordes Ranch Project (Project) in a timely and expedited manner. The following Scope of Work identifies key tasks requested by the City in an effort to create thoroughly analyzed, legally defensible environmental document(s).

Task 1 – Environmental Impact Report Review

1.1 Kickoff Meeting

KHA will conduct an initial orientation meeting with City staff (and Project/consultant team as may be appropriate) in order to ensure agreement on the level and extent of project support, as well as project approach, methodology, communication protocol and processing. The meeting will include review of available project materials and overall timeline/schedule.

1.2 Background Materials Review

KHA will conduct a cursory review of the background materials used in the preparation of the EIR, including technical studies prepared in support of the Proposed Project.. This review will enable KHA to better understand the Proposed Project and analysis included in the EIR. This review will be limited to four (4) hours of professional staff time by a qualified Project Manager and/or Senior Environmental Planner

1.3 EIR Review

KHA will peer review the Draft and Final EIR and corresponding Specific Plan prepared by DC&E for the City of Tracy. If requested by the City, KHA will prepare one consolidated set of comments for the Final EIR (for a total of one consolidated sets of comments). KHA will pay particular attention to those areas deemed by the City as potentially controversial in nature from both a public and/or agency standpoint. We will confer with City staff before finalizing our comments to ensure that they reflect a consolidation of both our professional judgment and the applicable concerns/issues identified by the City for this project. The comments will include any issues, technical advice, and recommendations we may have to make the EIR more legally defensible and compliant with CEQA. KHA will submit the comments to the City to be incorporated by DC&E.

The primary purpose of the EIR review is to assist the City in setting forth a comprehensive framework for moving future projects through the CEQA and entitlement process expeditiously. The goal is to create a document that is sufficiently comprehensive and technically proficient to minimize the need for further CEQA review.

Task 2 – CEQA Findings and City Resolution

Task 2.1 CEQA Findings and Statement of Overriding Considerations

If requested, KHA will provide a peer review of the CEQA Findings prepared for the Proposed Project by DC&E. This peer review will include particular attention to the justification for each finding, as well as ensuring that the Findings were prepared in accordance with CEQA Guidelines Sections 15091 and 15092. The Findings will be cross-checked against the Draft and Final EIR for consistency with mitigation measures, determinations, and facts in support of Findings.

Task 2.2 Preparation of City Resolution

If requested, KHA will prepare the City Resolution for the Project. KHA will incorporate the previously prepared Findings and Statement of Overriding Considerations into the City Resolution. All relevant Project information will be included in the Resolution, and will be written in City approved format.

Task 3 – PowerPoint Presentation Development

If requested, KHA will assist DC&E in preparation of up to three (3) PowerPoint presentations for use by the City and/or City Consultants. These PowerPoint presentations will include all relevant Project information. These presentations could be used for either internal staff/Applicant purposes or for public presentations for the proposed Project. These presentations will be developed with input from City (and/or City Consultant) staff based on targeted audience and nature of conveyed information.

Task 4 – Meetings Attendance

It is the goal of KHA to serve as an extension of City staff throughout the duration of the Proposed Project. KHA will be available to meet with City staff to discuss particular project parameters, as required by the City. This task includes meeting attendance by up to two (2) KHA staff at no more than four (4) City team meetings.

Task 5 – Development of CEQA Strategy

It is our understanding that should initial projects for Cordes Ranch come to fruition, the City would like to process the proposals as quickly and efficiently as possible. As such, KHA will assist the City in developing a CEQA strategy appropriate for the projects and timeframe in which entitlements would be necessary. Early CEQA strategy sessions with the City to identify potential opportunities and/or constraints for such projects would reduce potential conflicts with the project approach. KHA will help the City identify the type and/or range of technical studies needed as well as potentially controversial topics from a public standpoint. Additionally, KHA will strategize an optimal approach to present to the City. The type of CEQA analysis specific to any initial project (and in light of the EIR in progress) will also be discussed.

As part of this effort, KHA may need to prepare certain technical memorandum (e.g. transportation, air quality, ghg analysis) to verify and/or confirm that the conclusions in the EIR would remain valid should initial projects within Cordes Ranch be considered for near-term processing. At this time, our budget has been prepared with the understanding that a Transportation Technical Memorandum will be required. The scope and limits of this Memorandum will be submitted under separate cover.

To this end, it is recognized that City Staff may to need to put more (or less) emphasis on any one or more of the tasks identified above. As such, this Scope of Work recognizes the need to be both flexible and adaptive to the City's needs. KHA will work closely with the City to determine which of the aforementioned tasks best suit their immediate needs should additional applications for development within Cordes Ranch be submitted for review.

Task 6-Project Specific Detailed Engineering Studies

This task will involve project-specific engineering studies to identify detailed off-site improvements that will become part of the off-site agreements for each proposed project. This task will be completed during each project's Development Review process and will involve at least three meetings with City staff and the developer. The specific scope, level of detail and limits of engineering studies under this Task will be defined in under separate cover at the time the Development Review process is initiated.

Fee

The aforementioned tasks would be billed on a time and materials basis in accordance with the attached Fee Schedule. KHA will complete the work outlined above for a Not to Exceed amount of **$100,000**. KHA will invoice the City on a monthly basis as work is completed.

Schedule

KHA agrees to complete the aforementioned tasks as needed/requested by the City on an on-going basis as individual projects within the Cordes Ranch Specific Plan are received for evaluation.

Kimley-Horn
and Associates, Inc.

Suite 250
100 West San Fernando
San Jose, California
95113

Kimley-Horn and Associates, Inc
Billing Rates

(Effective 01/01/2013 through 12/30/2013)

Category	Hourly Rate
Analyst I*	$100.00-$125.00
Engineer/ Planner	$135.00-$185.00
Senior Engineer/Senior Planner	$200.00-$275.00
CADD Operator*	$100.00
Senior CADD Operator*	$110.00
Designer/Graphic Artist	$125.00
Administrator/Accountant I*	$65.00-$130.00

*Overtime work is charged at 1.5 times the normal billing rate for non-exempt staff.

Expenses will be billed at actual cost.

June 4, 2013

AGENDA ITEM 1.G

REQUEST

AUTHORIZE STAFF TO SEND NOTICE TERMINATING THE PROFESSIONAL SERVICES AGREEMENT WITH RBF CONSULTING, INC.; FIND THAT COMPLIANCE WITH THE FORMAL REQUEST FOR PROPOSAL PROCEDURE IS NOT IN THE BEST INTEREST OF THE CITY; APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. CONSULTING TO PROVIDE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") DOCUMENTATION FOR INFRASTRUCTURE IMPROVEMENT AND DEVELOPMENT PERMITS WITHIN THE CORDES RANCH SPECIFIC PLAN AREA; AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT

EXECUTIVE SUMMARY

This request is to: authorize staff to send notice terminating the professional services agreement with RBF Consulting, Inc. ("RBF"); find that compliance with the formal request for proposal procedures is not in the best interest of the City; and approve a Professional Services Agreement with Kimley-Horn and Associates, Inc. ("Kimley-Horn") to assist with the environmental documentation for construction within the proposed Cordes Ranch Specific Plan. RBF was hired to complete the task and the two key project managers with project experience and expertise recently left RBF and are now working for Kimley-Horn. Accordingly, the City Council is asked to make an exception to re-soliciting for new proposals so that the same project managers can continue to provide services to the City.

DISCUSSION

On March 3, 2011, the City entered into a cost recovery agreement with the property owners of the Cordes Ranch project area for payment of all costs associated with the Cordes Ranch Specific Plan, Development Agreement, EIR and Annexation. City staff is actively working with the property owners on the completion and adoption of the EIR, Specific Plan and Development Agreement.

In consideration of the timing needs of the owners group and their potential tenants, staff is tasked with expediting the completion of any necessary environmental review for development projects (including infrastructure and building permits) within the first phase of Cordes Ranch. While the Planning Center / DC&E will complete the overall Cordes Ranch EIR, each of the individual development projects within the project area will need to be evaluated against that EIR to determine if any further environmental documentation for individual projects is required. To expedite the completion of this environmental analysis, staff will utilize Kimley-Horn. The costs of these analyses will be funded by the property owners through the existing Cost Recovery Agreement.

When entering into the original professional services agreement with RBF, the City followed the Tracy Municipal Code ("TMC") procedures for hiring professional consultants, set forth in TMC Section 2.20.140(b)(5). RBF was awarded the contract in

January 2013. Initial work has been managed and completed under the contract by two key individuals who have extensive knowledge of the project and the City's Infrastructure Master Plans. Both of these individuals left employment with RBF and are now employed by Kimley-Horn.

For the purposes of continuity on the project, staff is requesting that the City Council: authorize staff to send notice terminating the professional services agreement with RBF; find that compliance with the formal request for proposal procedures is not in the best interest of the City; and approve a Professional Services Agreement with Kimley-Horn. The total contract amount is $100,000. Staff envisions that by working with the applicant, environmental work will be completed within the timeframe requested by the property owner to expedite potential building permit issuance upon approval and annexation.

STRATEGIC PLAN

The Cordes Ranch project is planned to be a significant jobs center for the City as it develops over time. The City's Economic Development Strategy (2012-2013) establishes Goal 1 to "Increase the Jobs Opportunities in Tracy". Objectives 1 and 2 under that Goal are to "Increase the Quantity and Quality of jobs in Tracy" and to "Diversify Tracy's Economic Base." Cordes Ranch is a mixed use project, with over 1,700 acres for industrial, office, and retail uses, which at build out over many years will accommodate thousands of new jobs in Tracy.

FISCAL IMPACT

There will be no impact to the General Fund. The City entered into a Cost Recovery Agreement with proponents of the Cordes Ranch project on March 3, 2011 to cover the costs of staff time and consultant work related to the Cordes Ranch project.

RECOMMENDATION

Staff recommends City Council adopt a resolution; authorizing staff to send notice terminating the professional services agreement with RBF; find that compliance with the formal request for proposal procedures is not in the best interest of the City; approves a Professional Services Agreement with Kimley-Horn in an amount not-to-exceed $100,000, and authorizes the Mayor to execute the Amendment.

Prepared by: Victoria Lombardo, Senior Planner

Reviewed by: Bill Dean, Assistant Director, Development Services
Andrew Malik, Director Development Services

Approved by: R. Leon Churchill, Jr., City Manager

RESOLUTION_____

AUTHORIZING STAFF TO SEND NOTICE TERMINATING THE PROFESSIONAL SERVICES AGREEMENT WITH RBF CONSULTING, INC., FINDING THAT COMPLIANCE WITH THE FORMAL REQUEST FOR PROPOSAL PROCEDURE IS NOT IN THE BEST INTEREST OF THE CITY, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE CEQA DOCUMENTATION FOR INFRASTRUCTURE IMPROVEMENTS AND DEVELOPMENT PERMITS WITHIN THE CORDES RANCH SPECIFIC PLAN AREA, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, An application has been submitted for the annexation and development of the Cordes Ranch project; and

WHEREAS, The project applicants have requested expedited completion of the required environmental documentation for development permits; and

WHEREAS, RBF is uniquely qualified to assist City Staff in the review of the environmental documentation because of their in-depth knowledge of the City's General Plan and Infrastructure Master Plans, having been the lead consultant for all the environmental documentation for the Citywide Infrastructure Master Plans; and

WHEREAS, Contracts for City-managed professional services in an amount of up to $100,000 may be awarded to a consultant without going through the RFP process as long as (a) a City Council-approved Cost Recovery Agreement exists; (b) an applicant for the development entitlements has deposited the full amount for the contract with the City; and (c) the funds are to be used for development related studies, such as an environmental impact report, and all of these conditions exist for the Cordes Ranch project; and

WHEREAS, RBF consulting was hired in January 2013 to complete the work and initial work has been managed and completed under contract by two key individuals who have extensive knowledge of the project and the City of Tracy; and

WHEREAS, both of these key individuals left employment with RBF and are now employed by Kimley-Horn and Associates, Inc.; and

WHEREAS, for the purposes of continuity on the project, the City and the applicant wish to maintain the efficiencies associated with the project knowledge within the management team now employed at Kimley-Horn and Associates, Inc.; and

WHEREAS, the project budget submitted by Kimley-Horn and Associates is $100,000; and

WHEREAS, there is no fiscal impact to the General Fund because the developer is responsible for all costs associated with processing the environmental documentation and development applications pursuant to the Cost Recovery Agreement approved by City Council in March of 2011.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby authorizes staff to send notice terminating the Professional Services Agreement with

RBF Consulting, Inc., finds that compliance with the formal request for proposal procedure is not in the best interest of the City, approves the Professional Services Agreement and Scope of Work with Kimley-Horn and Associates, Inc., attached herein as Exhibit 1, in an amount not-to-exceed $100,000 and authorizes the Mayor to execute the agreement.

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

The foregoing Resolution _____ was adopted by the City Council on the 4th day of June, 2013, by the following vote:

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

_____
Mayor

ATTEST:

_____
City Clerk

Exhibit 1

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT
CEQA DOCUMENTATION FOR INFRASTRUCTURE IMPROVEMENTS AND DEVELOPMENT PERMITS WITHIN THE CORDES RANCH PROJECT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into by and between the CITY OF TRACY, a municipal corporation (hereinafter "CITY"), and **Kimley-Horn and Associates, Inc.** (hereinafter "CONSULTANT").

RECITALS

A. Whereas, project proponents are moving forward with the Cordes Ranch Specific Plan and its EIR, and

B. Whereas, the first phase of development within the Cordes Ranch Specific Plan area will include various infrastructure improvements (such as roadways, water, sewer and storm drain lines) as well as preparation of finished lots for development of future buildings, and

C. Whereas, staff will need assistance and expertise in determining and completing the necessary level of environmental review for the various improvements prior to development within the Cordes Ranch project area, and

D. C onsultant was selected to perform the duties of preparing said environmental documentation.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES.** CONSULTANT shall perform the services described in Exhibit "A" attached hereto and incorporated herein by reference. The services shall be performed by, or under the direct supervision of, CONSULTANT's Authorized Representative: **Laura Worthington-Forbes.** CONSULTANT shall not replace its Authorized Representative, nor shall CONSULTANT replace any of the personnel listed in Exhibit "A," nor shall CONSULTANT use any subcontractors or subconsultants, without the prior written consent of the CITY.

2. **TIME OF PERFORMANCE.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. CONSULTANT shall commence 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 commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT.

CONSULTANT shall submit all requests for extensions of time to the CITY in writing no later than ten (10) 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.

3. **INDEPENDENT CONTRACTOR STATUS.** CONSULTANT is an independent contractor and is solely responsible for all acts of its employees, agents, or subconsultants, including any negligent acts or omissions. CONSULTANT is not CITY's employee and CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless the CITY provides prior written authorization to CONSULTANT. Contractors and CONSULTANTS are free to work for other entities while under contract with the CITY. Contractors and CONSULTANTS are not entitled to CITY benefits.

4. **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. In the event that CONSULTANT maintains or acquires such a conflicting interest, any contract (including this Agreement) involving CONSULTANT's conflicting interest may be terminated by the CITY.

5. **COMPENSATION.**
   - **5.1.** For services performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT on a time and expense basis, at the billing rates set forth in Exhibit "B," attached hereto and incorporated herein by reference. CONSULTANT's fee for this Agreement is Not To Exceed One Hundread Thousand Dollars ($100,000.00). CONSULTANT's billing rates shall cover all costs and expenses of every kind and nature for CONSULTANT's performance of this Agreement. No work shall be performed by CONSULTANT in excess of the Not To Exceed amount without the prior written approval of the CITY.
   - **5.2.** CONSULTANT shall submit monthly invoices to the CITY describing the services performed, including times, dates, and names of persons performing the service.
   - **5.3.** Within thirty (30) days after the CITY's receipt of invoice, CITY shall make payment to the CONSULTANT based upon the services described on the invoice and approved by the CITY.

6. **TERMINATION.** The CITY may terminate this Agreement by giving ten (10) 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. **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 prior written consent of the City.

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

9. **INDEMNIFICATION.** CONSULTANT shall indemnify, defend, and hold harmless the CITY (including its elected officials, officers, agents, volunteers, and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from or arising out of CONSULTANT's negligent performance of services under this Agreement.

10. **BUSINESS LICENSE.** Prior to the commencement of any work under this Agreement, CONSULTANT shall obtain a City of Tracy Business License.

11. **INSURANCE.**
    - **11.1. General.** CONSULTANT shall, throughout the duration of this Agreement, maintain insurance to cover CONSULTANT, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.
    - **11.2. 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 $2,000,000 general aggregate 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") "claims made" 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. 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.
    - **11.6. Endorsements.** CONSULTANT shall obtain endorsements to the automobile and commercial general liability with the following provisions:
        - **11.6.1** The CITY (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."
        - **11.6.2** For any claims related to this Agreement, CONSULTANT's coverage shall be primary insurance with respect to the CITY. Any

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11.9. **Insurance Certificate.** CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City, no later than five (5) days after the execution of this Agreement.

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City of Tracy
Development Services
Attn: Bill Dean
333 Civic Center Plaza
Tracy, CA 95376

To CONSULTANT:
Kimley-Horn and Associates, Inc.
Attn: Laura Worthington-Forbes
100 W San Fernando Street, Suite 250
San Jose, CA 95113

13.2 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.

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18. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed for this project. This Agreement supersedes all prior negotiations, representations, or agreements.

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21. <u>SIGNATURES</u>. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

CITY OF TRACY

_____

By: Brent H. Ives
Title: Mayor
Date: _____

Attest:

_____

By: Sandra Edwards
Title: CITY CLERK
Date: _____

Approved As To Form:

_____

By: Daniel G. Sodergren
Title: CITY ATTORNEY
Date: _____

CONSULTANT
<u>Kimley-Horn and Associates, Inc.</u>

P.E. MATTHEW BARLOW FOR

By: Laura Worthington-Forbes
Title: Regional Vice President
Date: 5/23/13
Fed. Employer ID No. 56-0885615

PE(69464)

By: Scott Colvin
Title: Assistant Secretary
Date: 5/23/13

KHACA
03

Cordes Ranch Project Environmental Support
Scope of Work

Kimley-Horn and Associates (KHA), Inc. will provide support services to the City of Tracy for the proposed Cordes Ranch Project ("Proposed Project"). KHA will serve as an extension of City staff to assist in the review of key project deliverables prepared by DC&E, including the Environmental Impact Report (EIR) and associated CEQA and/or entitlement processing, or implementation of required documents.

It is the goal of KHA to serve as an extension of City staff throughout the duration of the initial entitlement and implementation stages of the project. In addition, it is KHA's goal to ensure that our service in this role assists the City and its consultants in completing the proposed Cordes Ranch Project (Project) in a timely and expedited manner. The following Scope of Work identifies key tasks requested by the City in an effort to create thoroughly analyzed, legally defensible environmental document(s).

Task 1 – Environmental Impact Report Review

1.1 Kickoff Meeting

KHA will conduct an initial orientation meeting with City staff (and Project/consultant team as may be appropriate) in order to ensure agreement on the level and extent of project support, as well as project approach, methodology, communication protocol and processing. The meeting will include review of available project materials and overall timeline/schedule.

1.2 Background Materials Review

KHA will conduct a cursory review of the background materials used in the preparation of the EIR, including technical studies prepared in support of the Proposed Project.. This review will enable KHA to better understand the Proposed Project and analysis included in the EIR. This review will be limited to four (4) hours of professional staff time by a qualified Project Manager and/or Senior Environmental Planner

1.3 EIR Review

KHA will peer review the Draft and Final EIR and corresponding Specific Plan prepared by DC&E for the City of Tracy. If requested by the City, KHA will prepare one consolidated set of comments for the Final EIR (for a total of one consolidated sets of comments). KHA will pay particular attention to those areas deemed by the City as potentially controversial in nature from both a public and/or agency standpoint. We will confer with City staff before finalizing our comments to ensure that they reflect a consolidation of both our professional judgment and the applicable concerns/issues identified by the City for this project. The comments will include any issues, technical advice, and recommendations we may have to make the EIR more legally defensible and compliant with CEQA. KHA will submit the comments to the City to be incorporated by DC&E.

The primary purpose of the EIR review is to assist the City in setting forth a comprehensive framework for moving future projects through the CEQA and entitlement process expeditiously. The goal is to create a document that is sufficiently comprehensive and technically proficient to minimize the need for further CEQA review.

Task 2 – CEQA Findings and City Resolution

Task 2.1 CEQA Findings and Statement of Overriding Considerations

If requested, KHA will provide a peer review of the CEQA Findings prepared for the Proposed Project by DC&E. This peer review will include particular attention to the justification for each finding, as well as ensuring that the Findings were prepared in accordance with CEQA Guidelines Sections 15091 and 15092. The Findings will be cross-checked against the Draft and Final EIR for consistency with mitigation measures, determinations, and facts in support of Findings.

Task 2.2 Preparation of City Resolution

If requested, KHA will prepare the City Resolution for the Project. KHA will incorporate the previously prepared Findings and Statement of Overriding Considerations into the City Resolution. All relevant Project information will be included in the Resolution, and will be written in City approved format.

Task 3 – PowerPoint Presentation Development

If requested, KHA will assist DC&E in preparation of up to three (3) PowerPoint presentations for use by the City and/or City Consultants. These PowerPoint presentations will include all relevant Project information. These presentations could be used for either internal staff/Applicant purposes or for public presentations for the proposed Project. These presentations will be developed with input from City (and/or City Consultant) staff based on targeted audience and nature of conveyed information.

Task 4 – Meetings Attendance

It is the goal of KHA to serve as an extension of City staff throughout the duration of the Proposed Project. KHA will be available to meet with City staff to discuss particular project parameters, as required by the City. This task includes meeting attendance by up to two (2) KHA staff at no more than four (4) City team meetings.

Task 5 – Development of CEQA Strategy

It is our understanding that should initial projects for Cordes Ranch come to fruition, the City would like to process the proposals as quickly and efficiently as possible. As such, KHA will assist the City in developing a CEQA strategy appropriate for the projects and timeframe in which entitlements would be necessary. Early CEQA strategy sessions with the City to identify potential opportunities and/or constraints for such projects would reduce potential conflicts with the project approach. KHA will help the City identify the type and/or range of technical studies needed as well as potentially controversial topics from a public standpoint. Additionally, KHA will strategize an optimal approach to present to the City. The type of CEQA analysis specific to any initial project (and in light of the EIR in progress) will also be discussed.

As part of this effort, KHA may need to prepare certain technical memorandum (e.g. transportation, air quality, ghg analysis) to verify and/or confirm that the conclusions in the EIR would remain valid should initial projects within Cordes Ranch be considered for near-term processing. At this time, our budget has been prepared with the understanding that a Transportation Technical Memorandum will be required. The scope and limits of this Memorandum will be submitted under separate cover.

To this end, it is recognized that City Staff may to need to put more (or less) emphasis on any one or more of the tasks identified above. As such, this Scope of Work recognizes the need to be both flexible and adaptive to the City's needs. KHA will work closely with the City to determine which of the aforementioned tasks best suit their immediate needs should additional applications for development within Cordes Ranch be submitted for review.

Task 6-Project Specific Detailed Engineering Studies

This task will involve project-specific engineering studies to identify detailed off-site improvements that will become part of the off-site agreements for each proposed project. This task will be completed during each project's Development Review process and will involve at least three meetings with City staff and the developer. The specific scope, level of detail and limits of engineering studies under this Task will be defined in under separate cover at the time the Development Review process is initiated.

Fee

The aforementioned tasks would be billed on a time and materials basis in accordance with the attached Fee Schedule. KHA will complete the work outlined above for a Not to Exceed amount of **$100,000**. KHA will invoice the City on a monthly basis as work is completed.

Schedule

KHA agrees to complete the aforementioned tasks as needed/requested by the City on an on-going basis as individual projects within the Cordes Ranch Specific Plan are received for evaluation.

Kimley-Horn
and Associates, Inc.

Suite 250
100 West San Fernando
San Jose, California
95113

Kimley-Horn and Associates, Inc
Billing Rates

(Effective 01/01/2013 through 12/30/2013)

Category	Hourly Rate
Analyst I*	$100.00-$125.00
Engineer/ Planner	$135.00-$185.00
Senior Engineer/Senior Planner	$200.00-$275.00
CADD Operator*	$100.00
Senior CADD Operator*	$110.00
Designer/Graphic Artist	$125.00
Administrator/Accountant I*	$65.00-$130.00

*Overtime work is charged at 1.5 times the normal billing rate for non-exempt staff.

Expenses will be billed at actual cost.

June 4, 2013

AGENDA ITEM 1.H

REQUEST

APPROVAL OF THE SAN JOAQUIN COUNCIL OF GOVERNMENTS (SJCOG) ANNUAL FINANCIAL PLAN FOR FY 2013-2014

EXECUTIVE SUMMARY

Ratification of the SJCOG Annual Financial Plan.

DISCUSSION

The Joint Powers Agreement between member agencies and the SJCOG requires that the Annual Financial Plan be sent to member agencies for ratification by each governing body.

Attached is correspondence from SJCOG dated April 3, 2013, requesting the City ratify the Plan prior to June 30, 2013; Resolution R-13-33 adopting the Plan, and a copy of the Annual Financial Plan (Attachment A).

STRATEGIC PLAN

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

RECOMMENDATION

Staff recommends that City Council, by resolution, ratify the SJCOG Annual Financial Plan for FY 2013-2014.

Prepared by: Sandra Edwards, City Clerk

Reviewed by: Maria Hurtado, Assistant City Manager

Approved by: R. Leon Churchill, Jr., City Manager

Attachment A - San Joaquin Council of Government's Annual Financial Plan for FY 2013-14

SAN JOAQUIN COUNCIL OF GOVERNMENTS

555 E. Weber Avenue • Stockton, California 95202

209.235.0600 • 209.235.0438 (fax)
www.sjcog.org

Ken Vogel
CHAIR

Jeff Laugero
VICE CHAIR

Andrew T. Chesley
EXECUTIVE DIRECTOR

Member Agencies
CITIES OF
ESCALON,
LATHROP,
LODI,
MANTECA,
RIPON,
STOCKTON,
TRACY,
AND
THE COUNTY OF
SAN JOAQUIN

April 3, 2013

Mr. Leon Churchill
City Manager
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

Dear Mr. Churchill:

Enclosed is a summary of the San Joaquin Council of Governments' Annual Financial Plan (AFP) for Fiscal Year 2013-14. The Board adopted the Plan on March 28, 2013. A copy of the adopting resolution is enclosed. Pursuant to SJCOG's Joint Powers Agreement, following adoption of the budget by the SJCOG Board, it is to be delivered to member agencies for ratification by each governing body. Approval by governing bodies representing 55% or more of the county's population is considered ratification.

Therefore, SJCOG requests you place SJCOG's Annual Financial Plan for Fiscal Year 2013-14 on a forthcoming agenda prior to June 30, 2013 for approval.

The Annual Financial Plan implements the FY 2013-14 Overall Work Program (OWP) that was also adopted by the SJCOG Board on March 28, 2013.

The attached Annual Financial Plan (AFP) provides a detail of expenditures by cost category and line item comparing the proposed 2013/14 budgets with the current year (FY 2012/13) adopted budget as most recently amended and actual revenue and expenditures in FY 2011/12. The Annual Financial Plan represents the general fund budget for SJCOG. The revenues and expenditures in the AFP are the same as the Overall Work Program (OWP) presented in a traditional line item format vis-à-vis the work element format of the OWP.

REVENUES

Compared to the current year amended AFP. SJCOG general fund operating revenues are decreased by $610,274. Overall, federal funding for operating is 7.2% lower than FY 2012/13. State funding sources are down 18.4% due to the near completion or completion of several grant funded planning projects. Local revenues are 2.8% lower. Of a positive note, sales tax-based funding continues to rebound. This is equally good news for SJCOG member agencies and Local Transportation Fund claimants that will be receiving more Measure K local street repair funds and transit funding.

EXPENDITURES

Salaries and Benefits are proposed to remain virtually flat, increasing just 1.4% when compared to FY 12/13 levels, as certain salaries are adjusted for anticipated work levels. The salary-driven benefits adjust accordingly.

Services and Supplies is the same as FY 12/13.

Professional Services is decreasing 20.7% reflecting the level of anticipated consulting work in the OWP.

Fixed Assets decreases 12.5% representing the one time expenditure of a San Joaquin Valley Air Pollution Control District grant in FY 12/13.

FY 2013-14 Work Program

SJCOG continues to support our city and county members delivering on our Metropolitan Planning Organization responsibilities including preparing the Regional Transportation Plan and the Federal Transportation Improvement Plan, the biannual Congestion Management Plan update, developing Transportation Systems/Demand Management and safety strategies, transit coordination and monitoring and implement the provisions of MAP-21 including development and refinement of SB 375 alternative scenarios and develop consensus on a preferred SB 375 scenario for inclusion in 2014 RTP.

As the Regional Transportation Planning Agency, SJCOG continues to administer the Transportation Development Act process. We will be updating the State Transportation Improvement Plan coordinating closely with Caltrans and the California Transportation Commission, monitor key Congestion Management Plan corridors, upon completion of the Stockton Municipal Airport Master Plan, complete the Airport Land Use Compatibility Plan, update the Valleywide ITS Architecture Plan (ITS Turbo), and conduct feasibility study of near and long-term operation improvements on SR 99 in the City of Lodi.

SJCOG is active in Intergovernmental Coordination including working closely with the other Valley Counties on transportation and air quality modeling, preparation of a goods movement action plan, and providing leadership in the Northern California Trade Corridor Coalition.

As the Local Transportation Authority, SJCOG will continue to deliver Measure K Renewal projects. Nearly $500 million of Proposition 1B bond funds have been programmed in San Joaquin County requiring not only Measure K Renewal local tax dollars to fully fund the projects, but also project development, design, right of way support, and construction management assistance. SJCOG is delivering or has delivered to construction (with Caltrans and partner agencies) major Highway 99 Capacity

Improvements, Highway 12 Operational Improvements and I-205 Operational Improvements.

In addition, SJCOG will finalize the update of the Strategic Plan, implement the Safe Route to School Program and Bike and Pedestrian Program Guidelines and administering the SMART Growth Incentive Program.

SJCOG will continue to sponsor Commute Connection to San Joaquin, Stanislaus and Merced Counties. Commute Connection also continues development of the 511 traveler information system, managing park and ride lot implementation and bike and pedestrian programs. Freeway Service Patrol vehicles will continue on I-205 for congestion relief and I-5 and SR 99 construction zones.

As the JPA responsible for the implementation of the San Joaquin County Multispecies Habitat Conservation Plan, SJCOG, Inc. will be active in conservation easement acquisition, preserve management and coordinating with the state on the development of the Bay-Delta Conservation Plan.

SJCOG staff would be pleased to appear before your policymakers to answer any questions they might have regarding this matter. **We request ratification prior to June 30, 2013.** Please let me know when this will be on your agenda. If you have any questions regarding this matter, don't hesitate to contact me at 235-0600.

Thank you for your assistance.

Sincerely,

STEVE DIAL
Deputy Executive Director/Chief Financial Officer

March 2013
Board of Directors

STAFF REPORT

SUBJECT: Adoption of the Fiscal Year 2013/14 Annual Financial Plan

RECOMMENDED ACTION: Motion to Adopt R-13-33 Board Approve the Fiscal Year 2013/14 Annual Financial Plan and Direct the Executive Director to Disseminate to SJCOG Member Agencies for Ratification per the Joint Powers Agreement

DISCUSSION:

FY 2013/14 ANNUAL FINANCIAL PLAN

The attached Annual Financial Plan (AFP) provides a detail of expenditures by cost category and line item comparing the proposed FY 2013/14 budgets with the current year (FY 2012/13) adopted budget, as most recently amended, and actual revenue and expenditures in FY 2011/12. The Annual Financial Plan represents the general fund budget for SJCOG.

RECOMMENDATION

The Board adopts R-13-033 approving the FY 2013-14 SJCOG Annual Financial Plan. Further, that pursuant to the Joint Powers Agreement, the Executive Director is directed to deliver the FY 2013-14 SJCOG Annual Financial Plan to the member agencies (cities and county) for ratification. Ratification is achieved when a majority of the member agencies representing 55% of the county population approve the AFP.

FISCAL IMPACT

The FY 2013-14 SJCOG Annual Financial Plan is the operating budget of SJCOG. The revenues and expenditures in the AFP are the same as the Overall Work Program (OWP) presented in a traditional line item format vis-à-vis the work element format of the OWP. Total revenues and expenditures are $7,346,502, a decrease of 7.7% or $610,274 compared to the most recently amended FY 2012-13 budget.

BACKGROUND

The attached summary includes the general fund revenues and expenditures and also identifies other funds over which SJCOG has fiduciary responsibility by either actually receiving and

allocating, passing through or programming through such documents as the State and Federal Transportation Improvement Programs.

The following assumptions are incorporated in the budget:

1. Work will not begin and expenses will not be incurred unless anticipated revenue sources are secured.
2. SJCOG anticipates holding three staff positions vacant for the entire fiscal year. Salary and salary driven benefits are reduced by those three positions and moved into the pay for performance (merit) pool.

REVENUES

Compared to the current year amended AFP, SJCOG general fund operating revenues are decreased by approximately $610,274 from $7,956,776 to $7,346,502. Budgeted expenditures are $7,346,502. Overall, federal funding for operating is 7.2% % lower than FY 2012/13 due to completion or near completion of several grants including the $120,000 regional multimodal trip planning grant. State funding sources are down 18.4% primarily due to the complete spending down of Freeway Service Patrol funds carried over from previous years. Local revenues are 2.8% lower due to the partial completion of the StanCOG SB 375 modeling effort and reduced anticipated revenue from the Valley MPOs for Air Quality Planning. On a positive note, sales tax-based funding continues to rebound. This is equally good news for SJCOG member agencies and Local Transportation Fund claimants that will be receiving more Measure K local street repair funds and transit funding.

EXPENDITURES

Salaries and Benefits are proposed to remain virtually flat, increasing 1.4% when compared to FY 12/13 levels, as certain salaries are adjusted for anticipated work levels. The salary-driven benefits adjust accordingly.

Services and Supplies is proposed to be the same as FY 12/13.

Professional Services is decreasing 21% reflecting the level of anticipated consulting work in the OWP.

Fixed Assets decreases by $20,000 reflecting the proposed expenditure FY 2012-13 of the San Joaquin Valley Air Pollution Control District's grant funds for the electric vehicle.

EXECUTIVE COMMITTEE RECOMMENDATION

At its meeting on March 15, 2013, the Executive Committee unanimously recommended the Board approve the FY 2013-14 Annual Financial Plan.

RECOMMENDATION

That the Board adopt R-13-33 approving the FY 2013/14 Annual Financial Plan and distribute the annual financial plan to SJCOG's member agencies for ratification pursuant to the Joint Powers Agreement.

Staff Report Prepared By: Steve Dial, Deputy Executive Dir./CFO
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RESOLUTION
SAN JOAQUIN COUNCIL OF GOVERNMENTS

R-13-33

RESOLUTION APPROVING THE ADOPTION OF THE 2013-14
ANNUAL FINANCIAL PLAN
FOR THE SAN JOAQUIN COUNCIL OF GOVERNMENTS

WHEREAS, the San Joaquin Council of Governments is required by the Joint Powers Agreement to adopt a budget (Annual Financial Plan) annually, and

WHEREAS, the adopted budget is to be sent to the member agencies for ratification.

NOW THEREFORE BE IT RESOLVED, that the San Joaquin Council of Governments adopts the FY 2013-14 Annual Financial Plan and directs the Executive Director to transmit it to the member agencies for ratification.

PASSED AND ADOPTED this 28th day of March 2013 by the following vote of the San Joaquin Council of Governments, to wit:

AYES: Supervisor Bestolarides, San Joaquin County; Councilman DeBrum, Manteca; Councilman Dresser, Lathrop; Councilman Hansen, Lodi; Mayor Ives, Tracy; Councilman Holman, Stockton; Mayor Silva, Stockton; Supervisor Villapudua, San Joaquin County; Vice Mayor Winn, Ripon; Councilman Zapien, Stockton.

NOES: None.

ABSENT: Councilman Laugero, Escalon; Supervisor Vogel, San Joaquin County.

FOR

KEN VOGEL
Chair

San Joaquin Council of Governments
ANNUAL FINANCIAL PLAN
Fiscal Year 2013/14
Proposed March 28, 2013

REVENUES	FY 2011-12 Actual	FY 2012-13 Amend.#2	FY 2013-14 Proposed	+/- Change
Federal Grants	$ 2,289,790	$ 2,583,846	$ 2,396,700	$ (187,146)
State Grants	$ 711,013	$ 1,750,995	$ 1,428,732	$ (322,263)
Local	$ 3,176,929	$ 3,601,935	$ 3,501,070	$ (100,865)
Interest	$ 5,929	$ 5,000	$ 5,000	$ -
Other	$ 30,543	$ 15,000	$ 15,000	$ -
SJCOG OPERATING REVENUE	$ 6,214,204	$ 7,956,776	$ 7,346,502	$ (610,274)
EXPENDITURES				
Salaries & Benefits	$ 3,550,834	$ 3,631,164	$ 3,682,482	$ 51,318
Services & Supplies	$ 772,852	$ 1,070,600	$ 1,070,600	$ -
				$ -
Office Expense	$ 153,123	$ 255,800	$ 255,800	$ -
Communications	$ 53,229	$ 60,000	$ 60,000	$ -
Memberships	$ 31,407	$ 42,000	$ 42,000	$ -
Maintenance - Equipment	$ 3,981	$ 13,000	$ 13,000	$ -
Rents & Leases - Equipment	$ 118,762	$ 210,000	$ 210,000	$ -
Transportation,Travel & Training (In & Out of State)	$ 96,324	$ 110,000	$ 110,000	$ -
Publications & Legal Notices	$ 4,763	$ 27,000	$ 27,000	$ -
Insurance	$ 85,227	$ 92,000	$ 92,000	$ -
Building Maintenance	$ 158,513	$ 160,800	$ 160,800	$ -
Debt Service	$ 67,523	$ 100,000	$ 100,000	$ -
				$ -
Professional Services	$ 1,767,860	$ 3,094,512	$ 2,452,920	$ (641,592)
				$ -
Capital Outlay	$ 74,373	$ 160,500	$ 140,500	$ (20,000)
Unallocated/Reserve	$ -			0
SJCOG OPERATING EXPENDITURES	$ 6,165,919	$ 7,956,776	$ 7,346,502	$ (610,274)
Excess (Deficit) Revenues Over Expenditures (Operating)	$ 48,285	$ (0)		

RESOLUTION 2013-____

APPROVING THE SAN JOAQUIN COUNCIL OF GOVERNMENTS
ANNUAL FINANCIAL PLAN FOR FY 2013-2014

WHEREAS, The Joint Powers Agreement between the San Joaquin Council of Governments and its member agencies requires the Annual Financial Plan to be ratified by the governing body of each member agency, and

WHEREAS, The Tracy City Council considered the Annual Financial Plan at its meeting of June 4, 2013.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS: That City Council hereby approves the San Joaquin Council of Governments Annual Financial Plan for FY 2013-2014.

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

The foregoing Resolution 2013-___ was passed and adopted by the Tracy City Council on the 4th day June 2013, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

June 4, 2013

AGENDA ITEM 1.I

REQUEST

APPROVE A PROFESSIONAL SERVICES AGREEMENT (PSA) WITH CAROLLO ENGINEERS FOR DESIGN AND PREPARATION OF IMPROVEMENT PLANS AND CONSTRUCTION DOCUMENTS FOR CLEARWELL #3 CIP 75PP-106 AT THE JOHN JONES WATER TREATMENT PLANT AND DETERMINE THE FORMAL REQUEST FOR PROPOSAL PROCEDURE IS NOT IN THE BEST INTEREST OF THE CITY IN THIS INSTANCE

EXECUTIVE SUMMARY

The City's existing water distribution network is divided into three pressure zones. The City's water master plan identifies continuation of Clearwell #3 at the City's John Jones Water Treatment Plant (WTP) to provide operational water storage to serve new developments in the City's existing water pressure zones. Tracy Hills development area is not within the City's existing water zones and will have their own separate water zones and storage areas for water distribution purposes. However due to site constraints, Tracy Hills developers have requested the City design and construct the Clearwell #3 now and allow its temporary use to initial developments within Tracy Hills until additional water tanks are constructed within Tracy Hills water zones and development area. The City cannot make any capacity allocation at this time without working with other developments. Approval of this PSA will facilitate completion of the design of Clearwell #3 without allocation or commitment of any capacity. The cost of services provided through PSA will be paid by Tracy Hills.

DISCUSSION

The City's Water Master Plan identifies construction of Clearwell #3 at the existing WTP to serve new developments. The City's WTP has two existing clearwells and the new clearwell will augment operational services for additional needs within the City's existing three water pressure zones.

Tracy Hills development located at the southern end of the City will have its own water pressure zones and will rely on on-site water storage facilities. Due to existing site constraints and timing of development, Tracy Hills developers have requested the City design and construct the Clearwell #3 in the WTP now and allow its use for initial phases of development within Tracy Hills. Since funding for design and construction of Clearwell #3 will be coming from development impact fees from new developments in the future, Tracy Hills developers have offered to pay for design of this facility at this time to make this project construction ready. By committing to pay for design cost, Tracy Hills developers are not receiving any pre-reservation of capacity from Clearwell #3 for their project. The allocation of capacity from this clearwell will be addressed separately by the City after coordinating with other developers. Tracy Hills developers will be eligible for reimbursement of the design cost from program funds in the future.

In order to accommodate the Tracy Hills request, the City needs to acquire the services of a qualified consultant familiar with the City's WTP because this work cannot be completed in-house due to lack of staffing and specialty of work.

Carollo Engineers from Walnut Creek, California, designed the last expansion of the City's John Jones Water Treatment Plant and are familiar with its operational and maintenance issues. Therefore, staff is recommending that the City Council determine that the formal request for proposals procedure is not in the best interest of the City and award the contract to complete design of Clearwell #3 to Carollo Engineers in accordance with section 2.20.140 of the Tracy Municipal Code.

Staff has received and negotiated a proposal from Carollo Engineers to complete the task for design, completion of improvement plans, and construction bid documents in a cost amount not-to-exceed $345,921. Total cost of design and construction of Clearwell #3 is estimated at $4.55 million.

Since part of the existing Clearwell #2 and the new Clearwell #3 may be used on a temporary basis for all new development including Tracy Hills, the design of an ancillary pump station will include all phases of development scenarios including the temporary and ultimate use. Services of another consultant familiar with the City's water distribution network will be acquired to design the pump station at a future date.

Tracy Hills developers are working with the City to enter into a Cost Recovery Agreement to address staff timing and cost of various Professional Services Agreements. This PSA will not he executed until the Cost Recovery Agreement is executed by the developers.

STRATEGIC PLAN

This agenda item is consistent with the City's Economic Development Strategy and meets goals to ensure physical infrastructure and system necessary for development.

FISCAL IMPACT

The cost of services under the recommended PSA with Carollo Engineers will be borne by Tracy Hills with no impact to the General Fund. Authorization to proceed will be limited to the funds, which will be received from Tracy Hills development.

RECOMMENDATION

It is therefore recommended the City Council, by resolution:

(1) determine that the formal request for proposals procedure is not in the best interest of the City in this instance; and

(2) approve a Professional Services Agreement (PSA) with Carollo Engineers for design and preparation of improvement plans and construction documents for Clearwell #3, CIP75PP-106 at the John Jones Water Treatment Plant with a not-to-exceed cost of $345,921.

Prepared by: Kul Sharma, City Engineer / Assistant Director, Development Services

Reviewed by: Andrew Malik, Director Development Services

Approved by: R. Leon Churchill, Jr., City Manager

ATTACHMENTS

Attachment A – Carollo Engineers Professional Services Agreement

Attachment A

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN PROFESSIONALS
JOHN JONES WATER TREATMENT PLANT
CLEARWELL NO. 3 PROJECT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into by and between the CITY OF TRACY, a municipal corporation (hereinafter "CITY"), and **CAROLLO ENGINEERS, Inc.** (hereinafter "CONSULTANT").

RECITALS

A. CONSULTANT is a Delaware Corporation, licensed to do business in the state of California.

B. Services are needed from a qualified consultant to design a clearwell at the City's Water Treatment Plant to provide additional storage in accordance with the Citys Water Treatment Plant Master Plan. Construction of this water storage facility is required for expansion and operation of the Water Treatment Plant to its ultimate capacity and serve properties in Zone 3 to serve new developments. However, certain developments intend to use the clearwell storage facility on an interim basis and these developments have agreed to fund the design of this project upfront.

C. Since the clearwell is an integral part of the operation of the existing Water Treatment Plant, the designer needs to be familiar and knowledgeable with the City's Water Treatment Plant operation. The consultant designed the expansion of the City's Water Treatment Plant and is knowledgeable about the operations and all utilities.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES.** Consultant shall perform the services described in Exhibit "A" attached hereto and incorporated herein by reference. The services shall be performed by, or under the direct supervision of, CONSULTANT's Authorized Representative: **Robert Hunt.** CONSULTANT shall not replace its Authorized Representative, nor shall CONSULTANT replace any of the personnel listed in Exhibit "A," nor shall CONSULTANT use any subcontractors or subconsultants, without the prior written consent of the CITY.

2. **TIME OF PERFORMANCE.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. CONSULTANT shall commence 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 commenced and completed by CONSULTANT in a reasonably prompt and timely manner based

upon the circumstances and direction communicated to the CONSULTANT. CONSULTANT shall submit all requests for extensions of time to the CITY in writing no later than ten (10) 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.

3. **INDEPENDENT CONTRACTOR STATUS.** CONSULTANT is an independent contractor and is solely responsible for all acts of its employees, agents, or subconsultants, including any negligent acts or omissions. CONSULTANT is not CITY's employee and CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless the CITY provides prior written authorization to CONSULTANT. Contractors and CONSULTANTS are free to work for other entities while under contract with the CITY. Contractors and CONSULTANTS are not entitled to CITY benefits.

4. **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. In the event that CONSULTANT maintains or acquires such a conflicting interest, any contract (including this Agreement) involving CONSULTANT's conflicting interest may be terminated by the CITY.

5. **COMPENSATION.**
   - **5.1.** For services performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT on a time and expense basis, at the billing rates set forth in Exhibit "B," attached hereto and incorporated herein by reference. CONSULTANT's fee for this Agreement is Not To Exceed Three Hundred Forty Five Thousand Nine Hundred Twenty One Dollars ($345,921.00). CONSULTANT's billing rates shall cover all costs and expenses of every kind and nature for CONSULTANT's performance of this Agreement. No work shall be performed by CONSULTANT in excess of the Not To Exceed amount without the prior written approval of the CITY.
   - **5.2.** CONSULTANT shall submit monthly invoices to the CITY describing the services performed, including times, dates, and names of persons performing the service.
   - **5.3.** Within thirty (30) days after the CITY's receipt of invoice, CITY shall make payment to the CONSULTANT based upon the services described on the invoice and approved by the CITY.

6. **TERMINATION.** The CITY may terminate this Agreement by giving ten (10) 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. **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 prior written consent of the City.

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

9. **INDEMNIFICATION.** CONSULTANT shall indemnify, defend, and hold harmless the CITY (including its elected officials, officers, agents, volunteers, and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT in the performance of services under this Agreement or failure to comply with any obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City.

10. **BUSINESS LICENSE.** Prior to the commencement of any work under this Agreement, CONSULTANT shall obtain a City of Tracy Business License.

11. **INSURANCE.**
    - **11.1. General.** CONSULTANT shall, throughout the duration of this Agreement, maintain insurance to cover CONSULTANT, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.
    - **11.2. 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 $2,000,000 general aggregate 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") "claims made" 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. 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.

11.6. Endorsements. CONSULTANT shall obtain endorsements to the automobile and commercial general liability with the following provisions:

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

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

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

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

11.9. Insurance Certificate. CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City, no later than five (5) days after the execution of this Agreement.

11.10. Substitute Certificates. No later than thirty (30) days prior to the policy expiration date of any insurance policy required by this Agreement, CONSULTANT shall provide a substitute certificate of insurance.

11.11. CONSULTANT's Obligation. Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever (including indemnity obligations under this Agreement), and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

12. ASSIGNMENT AND DELEGATION. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT's duties be delegated, without the written consent of the CITY. Any attempt to assign or delegate this Agreement without the written consent of the CITY shall be void and of no force and effect. A consent by the CITY to one assignment shall not be deemed to be a consent to any subsequent assignment.

INTENTIONALLY LEFT BLANK

13. NOTICES.

13.1 All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective party as follows:

To CITY:
City of Tracy
Attn: Kul Sharma, City Engineer
333 Civic Center Plaza
Tracy, CA 95376

To CONSULTANT:
Carollo Engineering
Attn: Robert Hunt
2700 Ygnacio Valley Road, Suite 300
Walnut Creek, CA 94598

13.2 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.

14. MODIFICATIONS. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

15. 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.

16. 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.

17. 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.

18. ENTIRE AGREEMENT. This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed for this project. This Agreement supersedes all prior negotiations, representations, or agreements.

19. COMPLIANCE WITH THE LAW. CONSULTANT shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

20. 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.

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

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

CITY OF TRACY

_____
By: Brent H. Ives
Title: MAYOR
Date: _____

Attest:

_____
By: Sandra Edwards
Title: CITY CLERK
Date: _____

Approved As To Form:

_____
By: Daniel G. Sodergren
Title: CITY ATTORNEY
Date: _____

CONSULTANT
Carollo Engineering

Ken Wilkins
By: Ken Wilkins
Title: Senior Vice President
Date: 5/29/13
Fed. Employer ID No. 86-0899222

Warren Adams
By: Warren Adams
Title: Chief Financial Officer
Date: 5-29-13

EXHIBIT A

DRAFT SCOPE OF SERVICES

JOHN JONES WATER TREATMENT PLANT
CLEARWELL NO. 3 PROJECT

City of Tracy, CA

OVERVIEW

The purpose of the John Jones Water Treatment Plant (JJWTP) Clearwell No. 3 Project (Project) is to provide additional clearwell capacity to meet new demand from new housing developments in Zone 3 and support the expansion of the JJWTP from 30 million gallons per day (mgd) design capacity to 45 mgd. The new Clearwell No. 3 will be constructed east of the existing Clearwell No. 2. The clearwell will be a partially buried concrete structure with a metal roof. The clearwell will contain a wet well for a new pump station. The clearwell and pump station design will have two elements. The structural design of the clearwell and pump station wet well is included in this scope of services. The mechanical, electrical, instrumentation and controls, and pipeline design associated with the pump station will be completed under separate scope of services.

PROJECT SCOPE

The project scope consists of the following primary tasks:

- Task 1.0 - Project Management & Quality Control
- Task 2.0 - Preliminary Design
- Task 3.0 - Final Design
- Task 4.0 - Bid Period Services
- Task 5.0 - Building Code Compliance Review
- Task 6.0 - Contingency for Pump Station Design

These tasks are described in more detail in the Scope of Work section.

ASSUMPTIONS

This Scope of Services is based on the following design assumptions:

1. The project consists of developing a Preliminary Design Report and final design of a clearwell based on the findings and recommendations of that report.
2. CEQA services are not included.
3. Building permit will not be required.
4. Inspection services and special inspection services required by the building code will be provided by the OWNER.
5. Drawings, specifications, and cost estimates for pump station mechanical, electrical, instrumentation and control will be by others. ENGINEER will coordinate assembly of the submittals.

KEY PROJECT TEAM

Key Project team subconsultants are identified as follows:

Hultgren-Tillis Engineers, a geotechnical engineering firm, will be a subconsultant for ENGINEER to provide a draft and final geotechnical report. The report shall include a general site description, summary of previous geotechnical reports for the site, recommendations for soil pressure, coefficient of friction, and foundation type, as well as other information to be detailed in the geotechnical subconsultant task order.

Leptien Cronin Cooper Morris & Poore Inc., a land surveying firm, will be a subconsultant for ENGINEER to provide horizontal and vertical controls for the design of the clearwell facilities. This shall include establishing elevations of the existing Clearwell No. 2 structure and other tasks to be detailed in the surveyor subconsultant task order.

PROJECT SCOPE OF WORK

The proposed Scope of Work to be completed by the ENGINEER is for project management and quality control, preliminary design, final design, bid period services, and structural observation during construction for the JJWTP Clearwell No. 3 Project. All work will be closely coordinated with the OWNER. Services during construction are not contained in this Scope of Work.

The following tasks will be performed by the ENGINEER for Project.

Task 1 Project Management & Quality Control

The purpose of this task is to establish and maintain effective project management and communication for the project.

Subtask 1.1 Project Kickoff Meeting

The purpose of the project kick-off meeting is to introduce key OWNER and ENGINEER team members to one another, acquaint all participants with the purpose of and expectations for the Project, describe team member roles and responsibilities, describe Project procedures, and summarize scope and schedule.

Items to be discussed at the meeting will include review of project objectives and recommended improvements, and review of the OWNER'S water quality and operational goals.

ENGINEER shall provide draft minutes to OWNER within two working days following the meeting.

Subtask 1.2 Progress Reporting

ENGINEER will use the following means of regular progress reporting.

1. ENGINEER will produce and submit a Monthly Summary Progress Report that will include status report by task and subtask breakdown, cost status including total budget, cost to date, and percent of project completed to date, and work projected for the next 30-day period.
2. Progress meetings by ENGINEER will be scheduled to provide the OWNER with project updates. If the OWNER requests, ENGINEER will schedule regular conference calls with the OWNER.

3. ENGINEER will maintain a Decision Log as a record of all decisions made during the design phase. The Decision Log will be continuously updated and available for review upon request.

Subtask 1.3 Monthly Invoices

ENGINEER will submit monthly invoices no later than the second Friday of each calendar month to the OWNER for review and processing.

Subtask 1.4 Design Submittal Meetings

ENGINEER shall prepare for and participate in design meetings associated with Predesign Report, 50 percent, and 90 percent submittals. During each meeting, ENGINEER shall present and thoroughly discuss with the OWNER staff the design plans and other deliverables submitted under the corresponding package. ENGINEER will record in the meeting minutes all direction and decisions from the OWNER received during the meeting. Draft meeting minutes will be available within two working days after a meeting. Within five working days after each meeting, OWNER shall submit any additional written comments to ENGINEER regarding the design package submitted and its contents. ENGINEER shall incorporate OWNER's comments into the subsequent submittal or provide a written explanation of why the comments cannot be incorporated.

Task 2 Preliminary Design

Subtask 2.1 Geotechnical Report

The geotechnical subconsultant shall perform new site-specific exploration at the proposed structure location, analyze the information gathered from past and new site, perform the necessary laboratory testing, analyze the developed field and laboratory data, perform appropriate engineering analyses, and provide a geotechnical report. Prior studies of the plant area have been completed; however, additional studies are warranted to confirm appropriate criteria at the specific structure location.

A draft Geotechnical Report will be developed based upon the results of the field and laboratory investigations and engineering analyses. Information provided in the Geotechnical Report will include a general description of the subsurface conditions (geology, depth to groundwater, liquefaction potential, settlement potential, soil corrosivity, any significant contamination encountered, the boring and CPT logs and a summary of them). Conclusions and recommendations will also be made to incorporate into the structural and civil design for the project. These recommendations will include, but not necessarily be limited to soil pressure for various conditions; recommended foundation design type; frictional coefficient between soil and proposed foundation; estimates for settlement potential; subbase criteria; embankment sideslope criteria; shoring and dewatering criteria. After review, comments will be incorporated, and a Final Geotechnical Report will be provided.

Subtask 2.2 Control Survey

A plant survey will be conducted to establish horizontal and vertical locations of existing and new structures for the project. The scope of services will include surveying to locate underground utilities and pipelines that may be disturbed or connected to during construction during the Project. The datum for the horizontal and vertical control will be based on previous surveys for the JJWTP or as specified by the OWNER, and a project benchmark will be established. The task shall include a survey of the existing Clearwell No. 2.

Subtask 2.3 Preliminary Design Report

The objective of this task is to evaluate alternatives for the clearwell design and develop the preliminary design engineering that will serve as the basis of final design for the Project.

This task will include incorporating the findings of the geotechnical report and surveying and summarizing the findings in a Preliminary Design Report (PDR). The PDR will provide recommended layouts and design criteria for the project. A draft PDR shall be provided to the OWNER for review. OWNER comments shall be incorporated into the final PDR.

A preliminary design construction cost estimate shall be prepared upon completion of the PDR and delivered to the OWNER for review.

Subtask 2.4 Coordination with Pump Station Design

The new clearwell design will be coordinated with the design of the new pump station, which will be completed by others. This task will include two (2) workshops during Preliminary Design intended to coordinate the site plan, base maps, geotech, and mechanical and electrical components.

Task 3 Final Design

Final Design tasks include preparing and internally reviewing contract documents, conducting design review meetings, and estimating anticipated construction costs. It is assumed that contract documents will be prepared as a single bid package.

Subtask 3.1 Contract Document Development

The ENGINEER will prepare the design drawings using MicroStation software. Construction drawings will include general, civil, demolition, structural, mechanical, and typical detail drawings.

The design drawings will include the following elements:

- Site and Facility Plan
- Clearwell Hydraulic Gradeline
- Civil Layout
- Structural Drawings for Clearwell - Plans & Sections
- Mechanical Process Drawings for Clearwell - Plans & Sections

ENGINEER shall prepare and submit design drawings for the Project to the OWNER for review at the 50, 90, and 100 percent stages.

Technical specifications will be prepared for the bidding package using ENGINEER's standard specifications. General Conditions shall be based on EJCDC. General Conditions shall be reviewed by the OWNER's legal counsel as to form. The OWNER's legal staff will provide insurance requirements and input for establishing liquidated damages.

Contract specifications shall include:

- Division 00 - Bidding Requirements, Contract Forms, General Conditions, and Supplementary Conditions (OWNER front-end Specifications).

- Division 01 - General Requirements
- Divisions 02 through 17 - Technical Specifications.

Draft specifications for key mechanical equipment will be included in the 50 percent design submittal. All specifications, including Division 00, will be included for OWNER's review in the 90 percent design submittal. A Design Roadmap for the 50, 90, and 100 percent design submittals is outlined in the following table.

Design Discipline	50% Complete	90% Complete	100% Complete
Civil	Site Plan Complete Drainage Layout Complete	Changes from 50% Review Finalize Grading Plans Specifications 90%	Changes from 90% Review Finalize Drawings Finalize Specifications
Structural	Plan Views Complete Sections Complete Structural Calculations at 75%	Changes from 50% Review Create Detail Sheets / Callouts Insert Rebar into Plans/Sections Complete Structural Calculations Specifications 90%	Changes from 90% Review Finalize Drawings Finalize Specifications
Mechanical	Plans Created Sections Shown Equipment Shown Equipment Data Sheets Complete Specifications at 50%	Changes from 50% Review Create Detail Sheets / Callouts Equipment Tags Complete Specifications 90%	Changes from 90% Review Finalize Drawings Finalize Specifications

Deliverables for 50% and 90% design submittals:

- One (1) copy of the drawings - full size.
- Ten (10) copies of the drawings - half size.
- Ten (10) copies of the specifications.
- Construction cost estimate (prepared under subtask 3.2).
- Construction schedule (90% design submittal only, prepared under subtask 3.3).

Deliverables for the 100% design submittal:

- Ten (10) copies of 11 x 17 final drawings and specifications complete and bound as a bid document.
- One master 22-inch by 34-inch set of final plans, stamped and signed.
- One PDF format print ready master set of final specifications, stamped and signed.

- One electronic copy of the drawing files in AutoCAD software and their corresponding plot configuration files.
- One electronic copy of the specifications.
- Final cost estimate (prepared under subtask 3.2).
- Final construction schedule (prepared under subtask 3.3).

Subtask 3.2 Construction Cost Estimate

The ENGINEER shall prepare an opinion of probable construction cost for the facilities designed. The cost estimate shall be prepared and submitted in conjunction with the 50, 90, and 100 percent submittals. Estimates will be based on quantity take-offs, and manufacturer's quotes. Estimating contingencies will be applied as recommended by the ENGINEER. The estimate shall use the current Construction Cost Index for the City of Tracy, CA region.

The ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor's methods of determining prices, or other competitive bidding or market conditions, practices or bidding strategies. Cost estimates are based on ENGINEER's opinion based on experience and judgment. ENGINEER cannot and does not guarantee that proposals, bids, or actual Project construction costs will not vary from cost estimates prepared by ENGINEER.

Subtask 3.3 Construction Schedule

The ENGINEER shall prepare a preliminary pre-bid construction schedule at the 90 % design stage to establish contract times and critical control dates. The schedule will generally depict the estimated construction times and interrelationships between major activities. The schedule will not be a detailed critical path method precedence arrow schedule. The schedule will be prepared using Microsoft Project.

Subtask 3.4 Coordination with Pump Station Design

The new clearwell design will be coordinated with the design of the new pump station, which will be completed by others. This task will include three (3) workshops intended to coordinate the drawings and specifications for these two designs.

Plans and specifications for the new clearwell and new pump station may be packaged to be bid as a single project. This task will assist in development of the combined bid package.

Task 4 Bid Period Services

The ENGINEER shall attend the pre-bid conference, prepare addenda, and answer questions during bidding, make a recommendation for awarding bid, and prepare conformed drawings. It is assumed the bid period will be approximately six (6) weeks.

Subtask 4.1 Attend Pre-Bid Conference

ENGINEER shall assist OWNER to conduct a pre-bidders meetings and tours of the project site.

Responses to Questions: ENGINEER shall assist OWNER with responses to technical questions about the contract requirements from prospective bidders, subcontractors, and suppliers during the advertisement period.

Subtask 4.2 Addenda Preparation

ENGINEER shall assist OWNER in preparing addenda to the contract specifications and drawings during the advertisement period to clarify and revise project requirements.

ENGINEER will coordinate with Pump Station designer.

Subtask 4.3 Bid Opening and Evaluation

ENGINEER shall attend the bid opening for the project and will assist with bid analysis.

Subtask 4.4 Conformed Specifications and Drawings

ENGINEER shall prepare conformed specifications and drawings to include all changes made by addenda during bidding. Conformed Drawings and Specifications will be prepared within 21 days after Notice-to-Proceed with construction. ENGINEER shall provide one conformed full-size set of Drawings, one conformed half-size set of Drawings, and one conformed original Specification.

ENGINEER will coordinate with Pump Station designer.

Task 5 Building Code Compliance Review

ENGINEER will be responsible for providing plans and specifications that conform to the laws and regulations of the California Building Code. ENGINEER will provide twenty-five (25) site visits for the structural observation as defined by the building code during construction.

Task 6 Contingency for Pump Station Design

The purpose of this task is to allow for the ENGINEER to conduct design, when authorized by the OWNER, work related to the new pump station, if necessary.

TIME OF PERFORMANCE.

Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be adhered to unless otherwise modified in writing in accordance.

Draft Preliminary Design Report: 35 working days from Notice to Proceed,

Final Preliminary Design Report: 7 working days from receipt of City's Draft Preliminary Design Report comments.

50 percent Plans and Specifications: 35 working days from submittal of Final Preliminary Design Report

90 percent Plans and Specifications: 35 working days from receipt of City's 50 percent Plans and Specifications comments.

100 percent Plans and Specifications: 25 working days from receipt of City's 90 percent Plans and Specifications comments.

Bid Set Plans and Specifications: 5 working days from receipt of City's 100 percent Plans and Specifications comments.

EXHIBIT B

CAROLLO ENGINEERS, INC.
FEE SCHEDULE

As of January 1, 2013
California

	Hourly Rate
Engineers/Scientists	
Assistant Professional	$149.00
Professional	182.00
Project Professional	216.00
Lead Project Professional	236.00
Senior Professional	257.00
Technicians	
Technicians	111.00
Senior Technicians	157.00
Support Staff	
Document Processing / Clerical	99.00
Project Equipment Communication Expense (PECE) Per DL Hour	**11.70**
Other Direct Expenses	
Travel and Subsistence	at cost
Mileage at IRS Reimbursement Rate Effective January 1, 2013	$.565 per mile
Subconsultant	cost + 10%
Other Direct Cost	cost + 10%
Expert Witness	Rate x 2.0
Senior Process Specialist	Rate x 2.0

This fee schedule is subject to annual revisions due to labor adjustments.

RESOLUTION 2013-____

APPROVING A PROFESSIONAL SERVICES AGREEMENT (PSA) WITH CAROLLO ENGINEERS FOR DESIGN AND PREPARATION OF IMPROVEMENT PLANS AND CONSTRUCTION DOCUMENTS FOR CLEARWELL #3 AT THE JOHN JONES WATER TREATMENT PLANT (WTP) AND DETERMINE THE FORMAL REQUEST FOR PROPOSAL PROCEDURE IS NOT IN THE BEST INTEREST OF THE CITY IN THIS INSTANCE

WHEREAS , The City's Water Master Plan identifies construction of Clearwell #3 at the existing WTP to serve new developments, which will augment operational services for additional needs within the City's existing three water pressure zones; and

WHEREAS, The Tracy Hills development located at the southern end of the City will have its own water distribution zones and will rely on on-site storage facilities; and

WHEREAS, Due to existing site constraints and timing of development, Tracy Hills developers have requested the City design and construct the Clearwell #3 in the WTP now and allow temporary use for initial phases of development within Tracy Hills and other developments; and

WHEREAS, Funding for design and construction will not be available in the near future until developments in new areas take place; and

WHEREAS, Tracy Hills developers have agreed to fund the design cost of Clearwell #3 without reservation of any capacity for their project; and

WHEREAS, in order to accommodate the Tracy Hills request, the City needs to acquire the services of a qualified consultant familiar with the City's WTP; and

WHEREAS, Carollo Engineers from Walnut Creek, California, designed the last expansion of the WTP and are familiar with its operational and maintenance issues; and

WHEREAS, Staff is recommending that the City Council determine that, in this instance, the formal request for proposals procedure is not in the best interest of the City; and

WHEREAS, Staff has received and negotiated a proposal from Carollo Engineers to complete the task for design, completion of improvement plans, and construction bid documents in a cost amount not-to-exceed $345,921.

NOW, THEREFORE, BE IT RESOLVED, that:

1. The City Council determines that, in this instance, the formal request for proposals procedure is not in the best interest of the City;

2. The City Council approves a Professional Services Agreement with Carollo Engineers for design and preparation of improvement plans and construction documents for Clearwell #3 at the John Jones Water Treatment Plant in an amount not-to-exceed $345,921; and

3. This resolution shall take effect only at such time that a cost recovery agreement is entered into between the City and The Tracy Hills Project Owner, LLC to cover the costs associated with this Professional Services Agreement.

The foregoing Resolution was adopted by the Tracy City Council on the 4th day of June, 2013 by the following vote:

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

_____
MAYOR

ATTEST:

_____
CITY CLERK

June 4, 2013

AGENDA ITEM 3

REQUEST

PUBLIC HEARING OF THE CITY COUNCIL TO CONSIDER ADOPTION OF THE ANNUAL BUDGET FOR THE CITY OF TRACY FOR FISCAL YEAR 2013-2014 AND AUTHORIZE APPROPRIATIONS FOR FISCAL YEAR 2013-2014

EXECUTIVE SUMMARY

This is a public hearing in regards to the proposed City budget for Fiscal Year 2013-2014. Upon conclusion of the hearing the Council will consider a budget and appropriations resolution to adopt the City budget.

DISCUSSION

Operating Budget. The proposed operating budget for the Fiscal Year 2013-2014 was presented to the City Council at a budget workshop on May 21, 2013. The focus of the operating budget is the General Fund. As presented at the budget workshop the proposed General Fund expenditure budget was $50,025,440. Revenues are sufficient to cover expenses, and an excess of $604,920 is anticipated.

The operating budget to be adopted is identical to that presented at the workshop as City Council did not request any changes to the proposed budget. The proposed City operating budget for FY 13-14 for all funds is $117,724,750, including the General Fund.

CIP Budget. The proposed capital budget for Fiscal Year 2013-2014 was presented to the City Council at a workshop on April 2, 2013. The proposed capital budget has been reduced by $327,750 since the workshop. Since the April 2nd workshop, the following changes were made:

A project for $50,000 for traffic controller replacement was deleted, but monies were moved to the operating budget.

Added funding of $98,000 for the traffic signal at Grantline & Paradise was deleted. The project work has already been awarded a contract with sufficient budgeted funds in FY 12-13.

A project for $90,000 for Railroad Crossing Upgrades was deleted. A similar project for $230,000 has beed awarded a contract in FY 12-13.

A project for $65,000 for a new basketball court at El Pescadero Park was added.

Added funding of $154,750 for the West Schulte property acquisition has been deleted. Sufficient funds exist in the FY 12-13 budget.

This modified version was included in the proposed budget document and requests $57,464,300 in appropriations for the capital budget.

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Debt Service
The proposed City debt service budget for FY 13-14 for all funds is $20,696,850.

Interfund Transfers
Proposed interfund transfers for FY 13-14 are $2,251,800.

The Budget Resolution

The text of the proposed resolution authorizes the appropriations and interfund transfers for FY 13-14 in Sections 1 and 2.

Section 3 of the resolution provides for all investment earnings and gains in FY 12-13 and FY 13-14 for funds with General Fund derived cash balances and the City's internal services funds will be allocated to the General Fund 101.

Section 4 of the budget resolution appropriates any unappropriated proceeds of taxes to contingency reserves, although none are anticipated. This section provides for a formal statement of the practice as policy for purposes of Gann Limit compliance. Also, it sets a targeted fund balance of $18,985,100 for the City's General Fund 101. It authorized staff to maintain this targeted fund balance at fiscal year-end, by transferring monies in or out of the General Fund 101 with the Economic Uncertainty Fund 299.

Section 5 specifies there is no uncommitted development impact fee monies held by the City from prior fiscal years. All fees collected to date have either been spent on capital projects or are committed to projects scheduled in the City's capital improvement plan.

Section 6 authorizes the closeout of Debt Service and Fiduciary Funds which have completed their purposes and paid off all the debt issues for which they were established. Therefore, they can be closed out at the end of FY 12-13. It proposed that any cash or other balances on these funds be transferred to the City's General Project Fund 301 to fund capital projects in FY 13-14. It is estimated that $1,978,270 can be transferred.

Section 7 authorizes the transfer of certain one-time revenues which the General Fund will receive during FY 12-13. These revenues result from the closeout of the City's Community Development Agency and the refund of excess property tax administration fees charged by San Joaquin County in prior fiscal years. These proceeds should be transferred at the end of FY 12-13, or when received, from the General Fund 101 to the General Project Fund 301 to fund capital projects in FY 13-14. The amount to be transferred is $1,735,460.

Section 8 provides that any over expenditures in the current FY 12-13 operating budget as amended at the fund and department level will be offset by an equal reduction for the same fund and department in the new adopted budget for FY 13-14. It is not anticipated that any department will exceed their FY 12-13 amended budget.

Section 9 deals with fee revenues that are projected to cover program costs. If actual revenues are less than projected, actual program expenses should also decrease by an equal amount. This section provides that any expenditure of unrealized revenues will also be offset by an equal amount if over by 5%.

STRATEGIC PLAN

The proposed budget will allow for funding of substantial efforts to meet all of the Council's strategic plans. Adoption of the budget is necessary to fund basic City operations, to pay debt obligations, and fund capital projects.

FISCAL IMPACT

The annual City budget to be adopted for FY 13-14 will be as follows:

	General Fund	*Other Funds*	*All Funds*
Operating Budget	$50,025,440	$67,699,310	$117,724,750
Capital Budget	0	57,464,300	57,464,300
Debt Service	1,204,000	19,492,850	20,696,850
TOTAL	**$51,229,440**	**$144,656,460**	**$195,885,900**

As projected, there will be sufficient resources to cover all proposed expenditures. Most funds have sufficient reserves and/or revenues to cover their expenditures. In a few cases, loans will be required for some funds.

RECOMMENDATION

Upon concluding the Public Hearing, staff recommends that the City Council adopt the attached City of Tracy Budget and Appropriations Resolution for Fiscal Year 2013-2014.

Prepared by: Allan J. Borwick, Budget Officer
Reviewed by: Robert Harmon, Senior Accountant
Approved by: R. Leon Churchill, Jr., City Manager

RESOLUTION _____

ADOPTING THE ANNUAL BUDGET AND APPROPRIATIONS FOR THE CITY OF TRACY FOR FISCAL YEAR 2013-2014

WHEREAS, The proposed operating, capital, and debt budgets for the City of Tracy for Fiscal Year 2013-2014 were submitted to the City Council on May 16, 2013, and

WHEREAS, Public workshops and a public hearing were held by the City Council to review, consider, and deliberate upon the proposed budgets, as well as to hear any public comments upon the budgets, and

WHEREAS, The proposed budgets presented to the City Council and any modifications made have been incorporated into budget;

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Tracy does approve as follows:

Section 1: Adopted Budget for the Fiscal Year 2013-2014

There is hereby appropriated from the unappropriated fund balances anticipated to be available on July 1, 2013, and from the estimated revenues and transfers in to be received during the Fiscal Year beginning July 1, 2013, and ending June 30, 2014, the following amounts necessary to fund the operating programs of City departments, the City debt service programs, and the various projects of the City's Capital Improvement Program (CIP) during said Fiscal Year.

1. From the General Fund 101 and its various sub-funds for:

The Police Department	$22,805,350
The Fire Department	9,052,090
The Public Works Department	4,205,470
The Development Services Department	6,625,640
The City Council	104,400
The City Attorney's Office	856,270
The City Manager's Office	1,746,580
Recreation and Cultural Arts Programs	3,548,560
The Administrative Services Department	2,646,870
The Indirect Costs Program	(1,084,810)
The Equipment Acquisition Program	9,000
The Special Reserves Program	260,020
CIP Projects	0
Debt Service Program	0
Sub-Total	$50,775,440
Budget Savings	(750,000)
TOTAL	**$50,025,440**

2. From the South County Fire Authority Fund 211 for:

The Indirect Costs Program	$	181,330
The Fire Department		6,530,110
Special Reserves Program		15,000
	$	6,726,440

3. From the Downtown Improvement District Fund 221 for:

The Downtown Promotions Program	$	117,200

4. From the Asset Forfeiture Fund 231 for:

The Equipment Acquisition Program	$	8,000

5. From the Transportation Development Act Fund 241 for:

The Indirect Costs Program	$	35,020
The Public Works Department		1,334,240
The Development Services Department		175,000
	$	1,544,260

6. From the Transportation Sales Tax Fund 242 for:

CIP Traffic Safety Program	$	400,000
CIP Streets and Highways Projects		701,800
	$	1,101,800

7. From the Gas Tax (Maintenance) Funds 245, 246 & 247 for:

The Indirect Costs Program	$	34,420
The Public Works Department		1,415,760
CIP Traffic Safety Program		950,800
CIP Streets & Highways Projects		415,300
CIP Parks & Recreation Projects		160,000
	$	2,976,280

8. From the Federal TEA Grant Fund 261 for:

CIP Traffic Safety Program	$	1,000,000
CIP Streets & Highways Projects		728,500
	$	1,728,500

9. From the Community Development Block Grant Fund 268 for:

The Development Services Department	$	342,770
CIP Streets & Highways		75,000
	$	417,770

10. From the Landscaping Districts Fund 271 for:

The Indirect Costs Program	$	82,120
The Public Works Department		2,966,440
The Administrative Services Department		35,000
	$	3,083,560

11. From the Education Government CTV Fund 295 for:

The Indirect Costs Program	$	21,710
The City Manager's Office		94,430
	$	116,140

12. From the General Projects Fund 301 for:

CIP General Government Projects	$	937,300
CIP Airport Projects		447,600
CIP Parks & Community Services Projects		1,195,200
CIP Miscellaneous Projects		505,000
	$	3,085,100

13. From the Plan C Utilities Fund 325 for:

CIP Water Projects	$	842,000

14. From the South MacArthur Area Fund 352 for:

CIP Water Projects	$	404,000
CIP Miscellaneous Projects		50,000
	$	454,000

15. From the Presidio Fund 355 for:

CIP Miscellaneous	$	50,000

16. From the Tracy Gateway Area Fund 356 for:

CIP Traffic Safety Projects	$	192,900
CIP Wastewater Improvements		75,000
	$	267,900

17. From the UMP Facilities Fund 391 for:

CIP Miscellaneous Projects	$	180,000

18. From the CIP Deposits Fund 395 for:

The Capital Improvements Programs CIP Deposits	$	15,970,000

19. From the 2008 Lease Revenue Bonds Fund 407 for:

Debt Service Programs	$	282,300

20. From the 2009 Lease Revenue Bonds Fund 408 for:

Debt Service Programs	$	1,306,400

21. From the Successor Agency Fund 495 for:

The Development Services Department		250,000
The Debt Services Program		3,725,900
	$	3,975,900

22. From the Water Operating Fund 511 for:

The Indirect Costs Program	$	277,170
The Administrative Services Department		542,400
The Special Reserves Program		25,000
The Equipment Acquisition Program		95,000
The Public Works Department		12,322,470
The Development Services Department		76,700
Water Purchases for Storage		275,000
Debt Service Programs		1,340,430
	$	14,954,170

23. From the Water Capital Fund 513 for:

CIP Water Improvements Projects	$	2,945,000

24. From the Wastewater Operating Fund 521 for:

The Indirect Costs Program	$	213,830
The Administrative Services Department		239,700
The Special Reserves Program		25,000
The Equipment Acquisition Program		172,000
The Public Works Department		7,463,470
The Development Services Department		84,520
Debt Service Programs		2,258,700
	$	10,457,220

25. From the Wastewater Capital Fund 523 for:

CIP Wastewater Improvements Projects	$	24,370,000

26. From the Solid Waste Funds 531, 532 and 533 for:

The Indirect Costs Program	$	32,960
The Administrative Services Department		275,500
The Public Works Department		19,076,550
	$	19,385,010

27. From the Drainage Fund 541 for:

The Indirect Costs Program	$	15,450
The Administrative Services Department		16,600
The Public Works Department		572,740
The Development Services Department		25,000
CIP Drainage Projects		145,500
	$	775,290

28. From the Airport Fund 561 for:

The Indirect Costs Program	$	67,670
The Public Works Department		298,880
Debt Service Programs		23,000
	$	389,550

29. From the Airport Capital Fund 563 for:

CIP Airport Improvements Projects	$	4,028,400

30. From the Transit Fund 571 for:

The Indirect Costs Program	$	56,700
The Equipment Acquisition Program		26,500
The Public Works Department		1,878,650
	$	1,961,850

31. From the Central Garage Fund 601 for:

The Indirect Costs Program	$	35,430
The Public Works Department		1,456,190
	$	1,491,620

32. From the Central Services Fund 602 for:

The Administrative Services Department	$	1,517,650

33. From the Equipment Acquisition Fund 605 for:

The Equipment Acquisition Program	$	733,690
CIP Projects		420,000
	$	1,153,690

34. From the Vehicle Acquisition Fund 606 for:

The Equipment Acquisition Program	$	1,058,000

35. From the Building Maintenance Fund 615 for:

The Indirect Costs Program	$	31,000
The Public Works Department		828,470
	$	859,470

36. From the Self-Insurance Fund 627 for:

The Administrative Services Department	$	515,570
The NonDepartmental Group		3,404,300
	$	3,919,870

37. From the Medical Leave Bank Fund 811 for:

The Special Reserves Program	$	600,000

38. From the CFD 89-1 Debt Fund 835 for:

Debt Service Programs	$	1,294,200

39.	From the CFD 99-1 Fund 837 for:		
	Debt Service Programs	$	755,900
40.	From the CFD 00-01 Fund 840 for:		
	Debt Service Programs	$	935,500
41.	From the Assessment District 94-1 Fund 841 for:		
	Debt Service Programs	$	415,200
42.	From the CFD 93-1 Fund 844 for:		
	Debt Service Programs	$	268,500
43.	From the CFD 98-1 Fund 846 for:		
	Debt Service Programs	$	4,719,700
44.	From the CFD 98-3 Fund 847 for:		
	Debt Service Programs	$	327,000
45.	From the I-205 RAA Debt Refinancing Fund 850 for:		
	Debt Service Programs	$	898,400
46.	From the AD 03-01 Berg Avenue Area Fund 852 for:		
	Debt Service Programs	$	77,820
47.	From the CFD 06-01 NE Industrial Area #2 Fund 853 for:		
	Debt Service Programs	$	695,900
48.	From the TOPJPA Revenue Bonds 2011A Fund 854 for:		
	Debt Service Programs	$	1,164,000
49.	From new Financing Districts to be established:		
	Debt Service Programs	$	208,000
	Grand Total All Funds	**$**	195,885,900

Section 2: Authorized Interfund Transfers for Fiscal Year 2013-2014.

There is hereby authorized the transfers of the following amounts from one fund to another for the stated purpose during said Fiscal Year 2013-2014.

1.	From the General Fund 101 for debt service payments:		
	To the 2007 Lease Revenue Bond Fund 407	$	279,100
	To the 2008 Lease Revenue Bond Fund 408	$	924,900
	Sub-total	$	1,204,000
2.	From Successor Agency Fund 495 for debt service payments:		
	To the 208 Lease Revenue Bond Fund 408	$	400,000
3.	From the Airport Fund 561 for loan repayment:		
	To the Water Capital Fund 513	$	20,880
4.	From the Asset Forfeiture Fund 231 for a loan repayment:		
	To the Vehicle Replacement Fund 606	$	22,000
5.	From the Economic Uncertainty Fund 299 for a operating transfer:		
	To the General Fund 101	$	-
6.	From the General Fund 101 transfer of surplus:		
	To the Economic Uncertainty Fund 299	$	604,920
	Total Transfers	$	2,251,800

Section 3: Interest Allocation and Stabilization

All investment earnings and gains in FY 12-13 and FY 13-14 for funds with General Fund derived cash balances and the City's internal services funds, will be allocated to the General Fund 101.

Section 4: Contingency Reserves

Any proceeds of taxes received in FY 12-13 or FY 13-14, in excess of those appropriated or transferred in Sections 1 and 2 above shall be appropriated into a contingency reserve for their respective fund.

The General Fund fund balance is targeted at $18,985,100 at fiscal year-end for both FY 12-13 and FY 13-14. Staff is authorized to transfer any monies into or out of the General Fund 101, and from or to the Economic Uncertainty Fund 299 respectively, to maintain the targeted fund balance.

Section 5: No Uncommitted Development Fees

The City prepares and maintains a five-year capital improvement plan. In accordance with this plan, there are no uncommitted development fee monies from prior fiscal years that should be refunded as per Government Code 66001(d).

Section 6: Closeout of Debt Service & Fiduciary Funds

The following Debt Service and Fiduciary Funds have completed their purpose and paid off all the debt issues for which they were established. Therefore, they shall be closed out at the end of FY 12-13. Any cash or other balances will be transferred to the City's General Projects Fund 301 to fund capital projects in FY 13-14. These funds and their estimated remaining balances are:

1.	Regional Mall COP Debt Fund 405	$1,327,590
2.	AD87-3 Water RSP Fund 831	6,920
3.	AD84-1 Sewer RSP Fund 834	(10,570)
4.	CFD94-2 South Macarthur Area Fund 838	72,150
5.	AD00-02 Heartland #3 Fund 839	(42,080)
6.	AD98-4 Morrison Homes Fund 849	24,260
	Total	$1,378,270

Section 7: Transfer of One-Time Proceeds

During FY 12-13 or thereafter, the General Fund has or will receive certain one-time proceeds resulting from the closedown of the City's Community Development Agency and the refund of excess property tax administration fees charged by San Joaquin County in prior fiscal years. These proceeds should be transferred, at the end of FY 12-13 or when received, from the General Fund 101 to the General Projects Fund 301 to fund capital projects in FY 13-14. An estimate of these proceeds are:

1.	CDA Housing Residual	$570,500
2.	CDA Redevelopment Residual	317,000
3.	Excess Property Tax Fees	847,960
	Total	1,735,460

Section 8: Reduction for Prior Year Over Expenditures

Any over expenditures of the FY 12-13 operating budget as amended at the fund and department level shall be offset by an equal reduction for the same fund and department in the new FY 13-14 budget.

Section 9: Reduction for Expenditures of Unrealized Fee & Grant Revenues

In any program where a budget is established based upon a projection of fee and/or grant revenues, covering at least 20% of program costs, it is expected that if actual revenues received are less than projected, that actual expenses paid from the program should also be less by an equal amount. If any expenditure of unrealized revenue occurs in FY 12-13, the portion over shall be offset by an equal reduction for the same fund and department in the new FY 13-14 budget.

* *

The foregoing Resolution _____ was adopted by the Tracy City Council on the 4th day of June 2013, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

June 4, 2013

AGENDA ITEM 4

REQUEST

PUBLIC HEARING TO CONSIDER (1) APPROVING THE ENGINEER'S ANNUAL LEVY REPORT; (2) ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT FOR FISCAL YEAR 2013-2014; AND (3) AUTHORIZING THE BUDGET OFFICER TO MAKE NECESSARY ADJUSTMENTS TO THE BUDGET

EXECUTIVE SUMMARY

After considering public comments, it is recommended that the City Council approve the Tracy Consolidated Landscape Maintenance District Engineer's Report, and authorize the levy and collection of assessments for fiscal year 2013/2014. The assessments pay for improvements within the public right-of-way such as median landscaping, small parks, and streetscape aligned with neighborhoods.

Expected revenue and expenditures are $4,163,083. Revenue from the levy of assessments will be $2,640,190. The remaining District revenues will be $150,000 from the Drainage Fund, $242,734 from the General Fund, $190,000 from the Gas Tax, and $940,159 from Zone Capital Reserves[1].

DISCUSSION

Since the formation of the Tracy Consolidated Landscape Maintenance District (TCLMD), Council has annually reviewed and approved assessments based on the Engineer's Annual Levy Reports. Most recently, the City Council preliminarily approved the annual assessments proposed in the Engineer's Report presented to Council on May 7, 2013.

The purposes of this agenda item are for the City Council to (1) hear and consider public comments pertaining to the annual Engineer's Report; (2) approve the final Engineer's Report as presented to, or modified by, Council; and (3) order the levy and collection of assessments within the TCLMD for fiscal year 2013/2014.

ASSESSMENT LEVIES

Maximum assessment rates were previously approved by the original TCLMD property owners for the daily and long-term cyclical maintenance of landscape and appurtenances within the District. Included as a part of their and Council's approval was approval of the formula for increasing assessments for each future fiscal year by the lesser of 3% or the increase in the Consumer Price Index (CPI), San Francisco-

[1] A portion of assessments is set aside each year as "Capital Reserves" for planned cyclical maintenance such as park renovation, streetscape revitalization, and tree pruning since the cost of these services can not reasonably be collected in a single year. Capital Reserves may also be used to fund shortfalls within Zones—for instance, when the cost for services exceeds the maximum rates of levied assessments, or due to increased utility costs.

Oakland-San Jose[2] region. The percentage difference for the CPI applicable for fiscal year 2012/2013 was 2.20%. Therefore, the maximum assessment rates allowed for fiscal year 2013/2014 are proposed to be increased by 2.20% to enable Zones to receive appropriate levels of maintenance services.

Although maximum rates were approved by property owners, assessments levied for the assessable Zones are based upon the needs of each Zone within the standard of maintenance supported by each Zone and will not exceed the maximum amount approved by property owners.

Based upon the estimated costs to maintain the improvements within the TCLMD, as more particularly described in the Engineer's Report, staff recommends the assigned assessment rates found in Section IV, Appendix A ("Budget Fiscal Year 2013/2014") of the Engineer's Report. Of the forty-one Zones, twenty-two Zones would be assessed the maximum assessment rates allowed, fourteen Zones would be assessed at a level below their maximum rate due to lower operating costs, and five Zones would not be assessed due to a Home Owners Association providing maintenance, adequate reserves, no improvements, or the Zone providing a general benefit to the City of Tracy (such as Zone 38, Eleventh Street which is funded by the General Fund).

Because the proposed assessment rates for fiscal year 2013/2014 are less than or equal to the maximum rates previously approved by voters, no ballot proceedings are required.

FISCAL IMPACT

If the City Council approves the Engineer's Report, the total revenue from assessments will be $2,640,190. The remaining revenues would be $150,000 from the Drainage Fund[3] to cover the costs of storm channel related improvements, $242,734 from General Fund support for improvements that are largely general benefit, $190,000 from Gas Tax to support Zones that have arterial, median and right-of-way landscaping, and $940,159 from Zone Capital Reserves primarily for planned cyclical maintenance.

The total cost to maintain the TCLMD for fiscal year 2013/2014 is estimated to be $4,163,083.

RECOMMENDATION

At the close of the Public Hearing, it is recommended that Council approve by resolution the final Engineer's Report, order the levy and collection of assessments for fiscal year 2013/2014, and authorize the Budget Officer to make necessary changes to the City budget.

Prepared by: Anne Bell, Management Analyst II, Administrative Services Department
Reviewed by: Allan Borwick, Budget Officer, for Jenny Haruyama, Administrative Services Director

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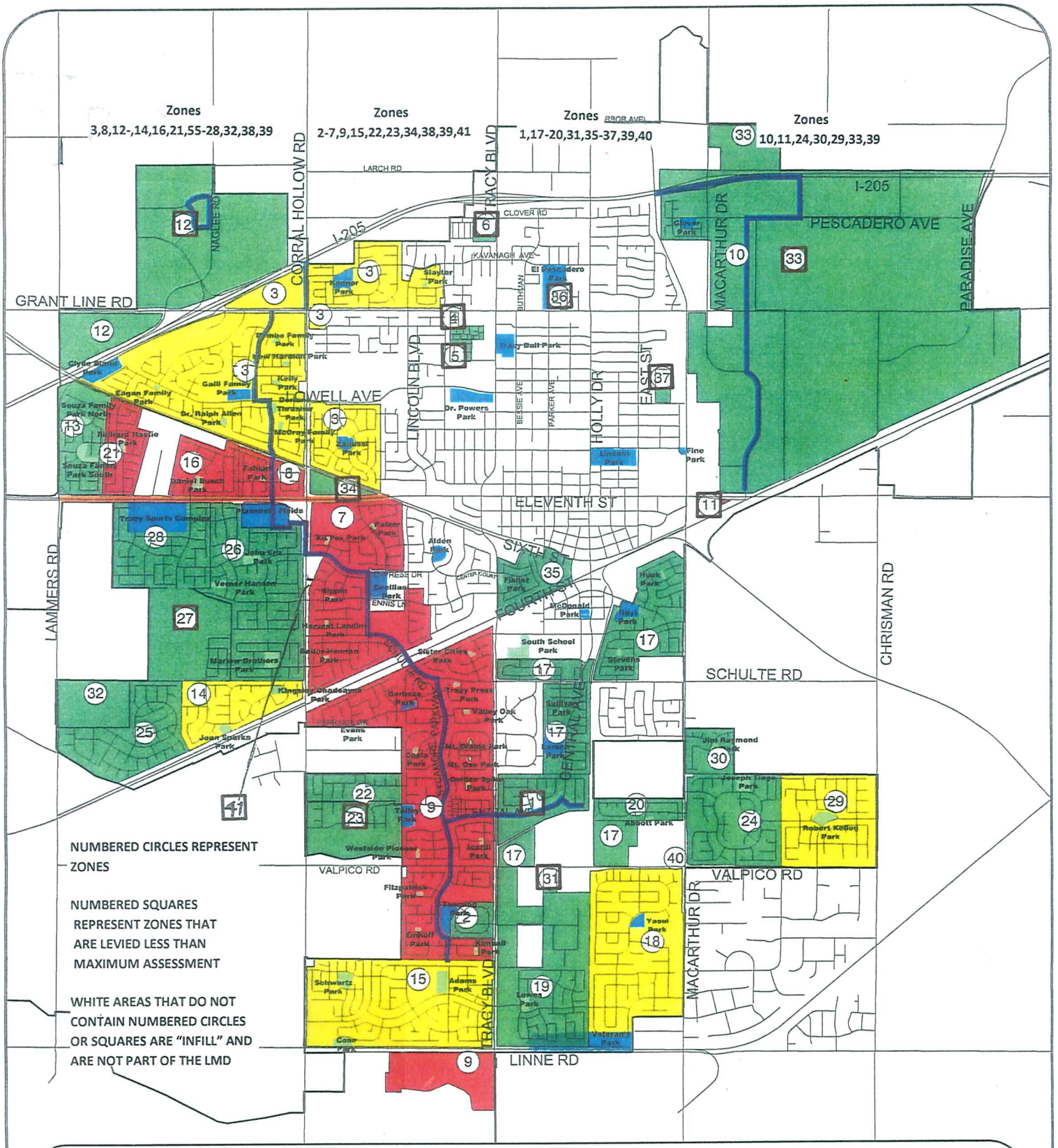
[2] California Consumer Price Indexes consist of the aforementioned Index (which was approved by the original LMD property owners and Council), San Diego, Los Angeles-Orange County, and Western Region Indexes.

[3] The $150,000 figure represents a $94,000 reduction from Storm Drainage Enterprise funds since 2010.

Approved by: R. Leon Churchill, Jr., City Manager

Attachments: LMD Map; Final Engineer's Report



CITY OF TRACY

CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT

District	Year Formed	Zone Numbers
8501	1985	1,2
8801	1987	3-13, 36, 37
9802	1998	14-22, 25, 26
9802	2000	23, 27-34
9802	2001	35
Consolidated	2003	1-38
Consolidated	2007	40
Consolidated	2010	41

Rate Increases: Zones 1, 18, 26, 34 in 2003; Zones 17, 30 in 2006 (Zone Ratio 6:37)

Zones that have not increased their rates in 10-15 years: 2, 3-16, 19-25, 27-29, 31-33, 35-37 (Zone Ratio: 31:37)

City of Tracy

Tracy Consolidated Landscape Maintenance District

2013/2014 Engineer's Report

Intent Meeting: May 7, 2013
Public Hearing: June 4, 2013

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WILLDAN Financial Services

ANNUAL ENGINEER'S REPORT AFFIDAVIT

Tracy Consolidated Landscape Maintenance District

City of Tracy
San Joaquin County, State of California

This Report describes the Consolidated District and all relevant zones therein including the improvements, budgets, parcels and proposed assessments to be levied for fiscal year 2013/2014, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the San Joaquin County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 10th day of May, 2013.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Tracy

By: _____
Susana Medina, Project Manager

By: _____
Richard Kopecky
R. C. E. # 16742

REGISTERED PROFESSIONAL ENGINEER
RICHARD L. KOPECKY
C 16742
EXP 6-30-13
CIVIL
STATE OF CALIFORNIA

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I. OVERVIEW

A. Introduction

Since 1985 the City of Tracy (hereafter referred to as "City"), under the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* (hereafter referred to as the "1972 Act") has annually conducted a public hearing and levied assessments on the County tax roll for the maintenance and operation of specific landscape improvements that benefit the properties assessed.

This Engineer's Report for the ***Tracy Consolidated Landscape Maintenance District*** (hereafter referred to as "District") has been prepared pursuant to *Section 22622, in accordance with Article 4 (commencing with Section 22565) of Chapter 1* of the 1972 Act. This report provides a description of the District, any proposed annexations or modifications to the District, any substantial changes to the improvements, and the proposed budgets and assessments for the period of July 1, 2013 through June 30, 2014. The District is currently divided into thirty-nine (39) benefit zones (hereafter referred to as "Zones"). The costs of providing the improvements within each Zone are budgeted separately and the properties within each Zone are annually assessed for their proportional special benefit.

Prior to fiscal year 2003/2004, the City levied annual assessments for landscape improvements through three separate districts identified as:

◊ *Tracy Landscape and Lighting Assessment District 8501* formed in 1985;

◊ *Tracy Landscape and Lighting Assessment District 8801* formed in 1988; and,

◊ *Tracy Landscape and Lighting Assessment District 9802* formed in 1998.

Each of these original districts was formed with various Zones to identify specific areas of improvements and properties benefiting from those improvements. By fiscal year 2002/2003, the three original districts included thirty (30) different Zones. Each Zone incorporated specific improvements that were established as part of developing the properties within the Zones or were installed for the benefit of those properties.

In fiscal year 2003/2004 the City consolidated the three existing districts into a single district pursuant to Section 22605 (d) of the 1972 Act and established the Tracy Consolidated Landscape Maintenance District. As part of the consolidation, the improvements associated with various Zones were closely evaluated and it was determined that in some areas, the special benefits to properties could be more refined by expanding the existing thirty (30) Zones to thirty-seven (37) Zones. This Zone restructuring involved splitting three large Zones into two or more smaller Zones. Neither the reorganization of the Zone structure nor the consolidation process changed the method of apportionment or the maximum assessment rates previously approved by the property owners.

In fiscal year 2007/2008, the City approved the annexation of The Rite-Aid Retail Store Project into the District as Zone No. 40. The annual assessments for each lot, parcel and subdivision of land within this Zone will be calculated utilizing the method of apportionment previously established for the District and are made pursuant to the 1972 Act and the substantive and procedural provisions of the California Constitution.

In fiscal year 2010/2011, the City approved the annexation of The Islamic Center into the District as Zone No. 41. The annual assessments for each lot, parcel and subdivision of land within this Zone will be calculated utilizing the method of apportionment previously established for the District and are made pursuant to the 1972 Act and the substantive and procedural provisions of the California Constitution.

The proposed assessments described in this Report are based on the estimated costs associated with the regular annual maintenance, operation and servicing of landscape improvements within each Zone. The total cost of these improvements are proportionately spread to only the properties within each respective Zone based on a method of apportionment that reflects the direct and proportional special benefits to each property. In addition to the regular annual maintenance of the landscape improvements, various Zone budgets include the collection of funds associated with specific long-term maintenance and rehabilitation programs identified as: Tree Maintenance Programs; Streetscape Revitalization and Rehabilitation Program; and Park Rehabilitation and Renovation Program. The funds collected for these programs are proportionally collected from only those Zones for which these programs are provided.

The word “parcel”, for the purposes of this Report, refers to an individual property assigned its own Assessment Parcel Number by the San Joaquin County Assessor’s Office. The San Joaquin County Auditor/Controller uses Assessment Parcel Numbers and specific Fund Numbers to identify, on the tax roll, properties assessed for special district benefit assessments.

At a noticed annual public hearing, the City Council will consider all public comments and written protests regarding the District. The City Council will review the Engineer’s Annual Report and may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and confirmation of the assessments, the Council will order the levy and collection of assessments for fiscal year 2013/2014 pursuant to the Act. In such case, the assessment information will be submitted to the County Auditor/Controller for inclusion on the property tax roll for each parcel in fiscal year 2013/2014. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate approved by the City Council.

B. Historical Background

The District and the Zones therein have been established pursuant to the 1972 Act and the City Council annually conducts a public hearing to accept property owner and public comments and testimony, to review the Engineer's Report and approve the annual assessments to be levied on the County tax roll for that fiscal year. All assessments approved by the City Council have been prepared in accordance with the 1972 Act and in compliance with the provisions of the *California Constitution Article XIIID* (hereafter referred to as the "Constitution"), which was enacted with the passage of Proposition 218 in 1996.

In fiscal year 1997/1998 the special benefit assessments necessary to maintain the improvements within district 8501 and district 8801 were presented to the property owners within these districts for approval pursuant to Article 4 of the Constitution. Upon conclusion of the public hearing on July 1, 1997, all returned property owner protest ballots were tabulated and it was determined that majority protest did not exist. The assessment approved by the property owners established an initial maximum assessment rate for each Zone and included the assessment range formula currently applied to all District Zones.

In fiscal year 1998/1999, the City initiated proceedings and conducted the required public hearing for the formation of district 9802 and concurrently balloted property owners for the proposed assessments in accordance with the Constitution. The tabulation of the ballots indicated that a majority protest did not exist and the property owners approved the imposition of the special benefit assessments (including an inflationary adjustment). The assessments approved by the property owners were confirmed and adopted by the City Council on February 3, 1998.

In fiscal year 2000/2001, the City again initiated proceedings and conducted the required public hearings and property owner protest ballot proceedings for the formation and concurrent annexation of specific territories to district 9802 (identified in this report as Zones 29, 30 and 31). The City Council confirmed and adopted the property owner approved assessments and inflationary formula on October 5, 1999. In similar but separate proceedings, additional Zones were annexed to district 9802 (identified as Zones 23, 27, 28, 32, 33 and 34). The assessments and inflationary formula approved by the property owners were confirmed by the City Council on August 1, 2000.

In fiscal year 2001/2002 the City once again initiated proceedings and conducted the required public hearing and property owner protest ballot proceedings for the establishment of a new Zone within district 9802, known as Ryland Junction (identified in this report as Zone 35). The proposed assessments and inflationary adjustment approved by the property owner balloting were confirmed by the City Council on February 6, 2001.

In fiscal year 2003/2004 the City approved the consolidation of the three previously existing districts (8501, 8801 and 9802) into the existing single consolidated District (Tracy Consolidated Landscape Maintenance District). This consolidation proceeding did not change the previously approved property owner assessments and inflationary formula, but as part of the consolidation proceedings, some existing Zones were

divided into more than one zone (re-engineered) to better reflect the special benefits each parcel receives from the District improvements and services (Thirty Zones were redefined to establish thirty-seven Zones).

In conjunction with the consolidation and re-engineering proceedings, the City also initiated and conducted a property owner protest ballot proceeding for a proposed assessment increase in nineteen Zones (Designated as Zones 1, 2, 3, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 21, 22, 26, 29, 34 and 35). Majority protest existed in all but four of the Zones. Based on the ballot tabulations the City Council approved the proposed assessment increase for Zones 1, 18, 26 and 34 that had been approved by the property owners.

In fiscal year 2006/2007, the City initiated and conducted a property owner protest ballot proceeding for a proposed assessment increase in Zones 17 and 30. No protest existed. The proposed assessments and inflationary adjustment approved by the property owner balloting for these two zones were confirmed by the City Council on August 15, 2006.

In fiscal year 2007/2008, the City approved the annexation of the Rite-Aid Retail Store Project into the District as Zone No. 40.

In fiscal year 2007/2008, the City initiated and conducted a property owner protest ballot proceeding for a proposed assessment increase in Zone 9. The proposed assessment increase was not approved by property owners; therefore, the maximum assessment rate for Zone 9 remained the same as previously approved, adjusted annually for inflation.

In fiscal year 2010/2011, the City approved the annexation of the Islamic Center into the District as Zone No. 41. The District is now comprised of thirty-nine Zones.

Although the District is currently comprised of thirty-nine (39) Zones, not all Zones are levied an assessment each year, there are some cases were the improvements for a Zone are maintained by an association (as is the case with the Redbridge development, Zone 25) or, the improvements have not been installed or dedicated to the City for maintenance. Likewise, not all the costs associated with maintaining District improvements are assessed to properties as special benefit assessments. In some Zones, portions of the improvements are considered general benefit and are funded by City General Fund contributions. Some of the landscape improvements within various zones, such as channelways, are maintained in conjunction with other City activities. The maintenance and improvements for these channelways are funded in part by specific revenue sources available to the City such as the City Drainage Fund. However, the City Drainage Fund is used primarily to support the drainage function of these facilities. The landscape improvements may be funded in part by the City Drainage Fund and Zone Assessments.

II. DESCRIPTION OF THE DISTRICT AND SERVICES

The District and assessments provide for the continued maintenance, servicing, administration and operation of specific landscaped areas and associated appurtenances for each of the thirty-nine (39) Zones in the District. It has been determined that the

assessed parcels within each Zone receive special benefits from various landscape improvements that may include, but are not limited to: ground cover, turf, shrubs, trees, irrigation systems, drainage and electrical systems, masonry walls or other fencing, entryway monuments or other ornamental structures, recreational equipment, hardscapes and any associated appurtenances within medians, parkways, dedicated easements, channel-ways, parks or open space areas within each Zone. Services provided include the necessary operations, administration, and maintenance required to keep the improvements in a healthy, vigorous, and satisfactory condition or is necessary or convenient for the maintenance of the improvements. The continued maintenance of these improvements shall be budgeted and reviewed each fiscal year and fully or partially funded through the annual assessments. A listing of the improvement areas associated with each Zone is shown in Appendix B.

All assessable parcels identified as being within each Zone share in both the cost and the benefits of the improvements. The costs and expenses associated with the improvements in each Zone are equitably spread among all benefiting parcels within that Zone and only parcels that receive special benefit from the improvements are assessed in proportion to benefit received. The funds collected from the assessments are dispersed and used for the services and operation provided within the District. Properties receive the following special benefits from the District landscape improvements:

- Enhanced desirability of properties through association with the improvements and the aesthetic value of green space within the area.
- Improved aesthetic appeal of properties providing a positive representation of the area.
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping.
- Environmental enhancement through improved erosion resistance, dust and debris control and reduced noise and air pollution.
- Increased sense of pride in ownership of property resulting from well-maintained improvements associated with the properties.
- Reduced vandalism and criminal activity resulting from well-maintained surroundings and amenities.
- The special enhancements of the properties that results from the above benefits.

The proposed budgets and maintenance costs for various Zones may include long-term maintenance programs referred to as:

- Tree Maintenance Programs (Arterial and Parkway Street Tree Maintenance);
- Streetscape Revitalization and Rehabilitation Program; and,
- Park Rehabilitation and Renovation Program.

The total amount to provide these programs in each Zone where these services apply is greater than can be conveniently raised from a single annual assessment and the

estimated costs of these programs for each Zone shall be raised and collected in installments as part of the annual assessments.

The City developed these programs to fund periodic and programmed maintenance, renovation, rehabilitation, replacement and revitalization of the District improvements. The City has carefully reviewed each of the associated program costs and the corresponding collection of funds has been proportionately spread to each parcel based on special benefits received from the services to be rendered within their Zone over an extended period.

Tree Maintenance Programs

The Tree Maintenance program may include both routine and emergency maintenance for the District street-trees. In The Zones assessed for this program the following may apply:

1. Parkway street-tree maintenance, targets the trees associated with individual properties within the District installed by the City or developer that are located in the public right-of-way or City easement which the District is responsible for maintaining. This program addresses two specific maintenance issues:

    - Regular trimming and pruning of the street-trees. This program is designed to trim and prune all street-trees within the applicable Zones on a five-year rotation or as needed to ensure the health and growth of the trees.

    - Removal and replacement of the street-trees. The program provides for the removal and replacement of damaged or diseased trees as needed, or removal of trees whose growth has or will potentially cause damage to existing structures such as fences or sidewalks. This program may also include the replacement or repair of surrounding improvements as needed.

2. Arterial-tree maintenance, targets the trees associated with the parkways and medians on the arterial streets adjacent to or surrounding the Zones. Similar to the parkway street-tree program, this program addresses two specific maintenance issues:

    - Regular trimming and pruning of the arterial-trees, which includes trimming and pruning of the arterial-trees as needed to ensure the health and growth of the trees.

    - Removal and replacement of the arterial-trees, including the removal or replacement of damaged or diseased trees as needed, or removal of trees whose growth has or will potentially cause damage to existing landscape improvements, sidewalks or curbs. This program may include the replacement or repair of surrounding improvements as needed.

Assessments for the tree maintenance program shall be collected from only those parcels and Zones identified as receiving special benefit from each of the specific services provided. Each parcel within the District that benefits from the various tree maintenance services is assessed on an annual installment basis to meet its proportional share of the cost and expenses associated with the tree maintenance, which is planned every two and a half to seven years.

Streetscape Revitalization and Rehabilitation Program

The Streetscape Revitalization and Rehabilitation program includes, but is not limited to the following and may include routine or emergency maintenance.

1. Removal and replacement of existing dead/dying plant materials within the medians and parkway landscaped areas.

2. Removal of existing plant materials and replacement with new plant material or non-plant materials within the medians and parkway landscaped areas.

3. Upgrades or renovation to the irrigation or drainage systems, electrical systems or metering systems, hardscape improvements associated with the landscaping such as fencing, sidewalks and curbs, stamped concrete or soil.

Assessments for the streetscape program shall be collected from only those parcels and Zones identified as receiving special benefit from parkway and median landscaped areas. Each parcel within the District that benefits from the streetscape revitalization and rehabilitation services is assessed on an annual installment basis to meet its proportional share of the cost and expenses associated with the program, which is planned every ten years. This program is designed to ensure the long-term maintenance of all streetscape landscaping within the District.

Park Rehabilitation and Renovation Program

Clearly, there are specific costs associated the annual and regular maintenance of park improvements and facilities which are included in the annual maintenance expenses of those Zones that benefit from the parks associated with the Zone. However, the cost of periodically repairing, replacing and upgrading the landscaping and facilities within these parks cannot be reasonably collected in a single annual assessment. Therefore, the City has established a long-term park rehabilitation and renovation program that includes the design repair and reconstruction of parks within the District. The program anticipates revitalization design in the 13th year of a park's life, with the revitalization occurring in the 15th year. Each parcel within the District that benefits from the park rehabilitation and renovation services is assessed on an annual installment basis to meet its proportional share of the cost and expenses associated with the program, which is planned every fifteen years.

The costs of providing for the annual and regular maintenance of the landscape improvements as well as the long-term maintenance programs for the District have been identified as a special benefit to properties within the District Although the location of the improvements may be visible to properties outside the District or to the public at large, the improvements have been installed and are maintained for the benefit of properties within the District and there is no quantifiable general benefit from the improvements except for portions of the costs associated with the maintenance of the Channel-ways and the landscaped areas on Eleventh Street generally between Lammers Road and the Railroad Tracks east of Corral Hollow Road. These specific improvement areas benefit both properties within the adjacent Zones as well as properties that are not within the District and it has been determined that the City will contribute funds to the District for the maintenance of these areas.

The assessments and method of apportionment described in this Report utilizes commonly accepted assessment engineering practices and have been established pursuant to the 1972 Act and the provisions of the Constitution. The amount of the assessments for each Zone is based only on the services and improvements associated with that Zone. All assessments are based upon a special benefit to property within each Zone and are over and above any general benefit conferred on the public at large. Any new or increased assessments will be subject to the substantive and procedural requirements of the Constitution. Property owner ballot proceedings are not required if the proposed annual assessment rate is less than or equal to the maximum assessment rate previously approved for each of the Zones.

In any given fiscal year, if the assessment revenue will not allow for full maintenance service in a particular Zone, City staff will determine the scope of work for each Zone as assessment revenues allow, and any necessary reductions in the scope of work will likely include, but not be limited to, the reduction or elimination of the long-term renovation and rehabilitation programs and some or all of the following:

Turf Areas

- Reduced frequency of mowing and edging turf areas. Full scope includes mowing and edging turf areas weekly.
- No fertilization. Full scope includes fertilization twice a year.
- Limited/elimination of weed control.
- Limited/elimination of aeration.

Ground cover/shrub areas

- Limited/elimination of emergent weed control
- No fertilization.
- Limited/elimination of mowing during winter months (for hypericum and euonymus)
- Limited/no removal of perennial flower stalks and dead leaves.
- Limited/elimination of vine trimming.

General Landscaping

- Limited/elimination of removal of tree stakes and ties.
- Limited/elimination of trash pick-up in landscaping areas.
- Limited/elimination of weed and litter control for gutters, curbs, parking lots and walks adjacent to contract areas.

III. METHOD OF APPORTIONMENT

A. General

Pursuant to the Act, the costs of the District may be apportioned by any formula or method that fairly distributes the net amount to be assessed, among all assessable parcels in proportion to the estimated benefits to be received by each such parcel from the improvements. The benefit formula used should reflect the composition of the parcels, and the improvements and services provided, to fairly proportion the costs based on special benefit to each parcel.

The costs of maintaining District improvements are estimated based on current City development guidelines for landscaping. The estimated annual cost to provide and maintain the improvements within each of the District Zones are budgeted separately and have been allocated to each property in proportion to special benefits received utilizing the method of apportionment described in this section. The funds collected shall be dispersed and used for only the improvements and services provided by the District.

All the assessed parcels receive direct and special benefits from the improvements and activities to be funded through the District assessments. The improvements include all necessary activities, services, operation, administration, and maintenance required to keep the improvements in satisfactory condition.

B. Assessment Methodology

Each parcel is assigned a weighting factor known as an Equivalent Dwelling Unit (EDU) to identify the parcel's proportionate special benefit from the improvements. Each parcel's EDU is calculated based on the parcel's land use, development status and/or size as compared to other parcels that are associated with the improvements. All single-family residential properties are assigned an EDU of 1.00, and all other property types are assigned an EDU proportionate to the special benefits they receive as compared to this single-family residential property. The total EDU's in a Zone is divided into the total amount to be assessed (Balance to Levy) to establish the Levy per EDU (Rate). This Rate is then multiplied by the parcel's individual EDU to establish the parcel's levy amount.

The following formulas are used to calculate each property's assessment:

Total Balance to Levy / Total EDUs = Levy per EDU (Rate)

Parcel EDU x Levy per EDU = Parcel Levy Amount

The formula used for each Zone reflects the composition of the parcels and properties, and the services provided, to accurately proportion the costs based on estimated special benefit to each parcel. The total Levy per EDU will vary between Zones due to the different costs to maintain the improvements within each Zone and the number of EDU within the Zone.

C. Land Use Classifications

Every parcel within the District is assigned a land use classification based on available parcel information obtained from the County Assessor's Office and City records. To assess benefits equitably, it is necessary to relate the different type of parcel improvements to each other. The Equivalent Dwelling Unit method of assessment apportionment uses the single-family home site as the basic unit of assessment. A single-family home site equals one Equivalent Dwelling Unit (EDU). Every other land use is converted to EDU's based on an assessment formula that equates the property's specific development status, type of development (land use), and size of the property, as compared to a single-family home site.

The EDU method of apportioning benefit is typically seen as the most appropriate and equitable assessment methodology for districts formed under the 1972 Act, as the benefit to each parcel from the improvements are apportioned as a function of land use type, size and development.

Single-Family Residential Subdivided Lot — This land use is defined as a fully subdivided residential home site with or without a structure. This land use is assessed 1.00 EDU per lot or parcel. This is the base value that all other land use types are compared and weighted against.

Planned-Residential Subdivision — This land use is defined as any property not fully subdivided, but has a specific number of proposed residential lots to be developed on the parcel (approved tract map). This land use type is assessed at 1.00 EDU per planned (proposed) residential lot.

Vacant, Undeveloped Private Property — This land use is defined as vacant property (undeveloped) that is not a fully subdivided residential lot or planned residential subdivision. This land use is assessed at 4.00 EDU per acre. Parcels less than 0.25 acres are assigned a minimum of 1.00 EDU. In Zones 10, 11, 36 and 37 this land use is assessed at 5.0 EDU per acre. Parcels less than 0.20 acres are assigned a minimum of 1.00 EDU.

Developed Non-Residential — This land use is defined as property developed for non-residential use, including, but not limited to, commercial and industrial properties, offices, churches and not-for-profit institutions and private schools. This land use type is assessed at 5.00 EDU per gross acre. Parcels less than 0.20 acres are assigned a minimum of 1.00 EDU.

Developed Multiple Residential Units — This land use is defined as a fully subdivided residential parcel that has more than one residential unit developed on the property. This land use is assessed 1.00 EDU per unit for properties that the number of units can be identified. For properties that the number of units cannot be identified the property is assessed as Developed Commercial/Industrial property at 5.00 EDU per gross acre, but a minimum of 1.00 EDU similar.

Undeveloped, Public Property — This land use identifies properties that are exempt and are assigned 0.00 EDU. This land use classification may include, but is not limited to lots or parcels identified as:

- Public streets and other roadways (typically not assigned an APN by the County);

- Dedicated public easements such as utility right-of-ways, detention basins, channel ways, greenbelts, parkways, parks and open space areas;

- Privately owned property that cannot be developed or is associated with another property such as common areas, sliver parcels and bifurcated lots or properties that have little or no land value;

These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment. Government-owned properties commonly identified as non-taxable properties by the County Assessor's Office are not exempt from District assessments unless:

- The property has restricted development or limited land use potential and the improvements clearly provide no benefit to the property; or

- The property provides additional or substantially similar improvements being provided by the District (such is the case with parks, open space areas and common areas).

Developed Public Property — This land use is defined as developed property owned by a public agency such as City buildings or facilities owned by the utility companies. This land use type is assessed at 0.30 EDU per gross acre.

Developed Regional Commercial — This land use is defined as property that has been designated for regional commercial development (i.e. Shopping mall). This land use type is assessed at 0.36 EDU per gross acre.

Restricted/Special Land Use — This land use classification identifies properties that benefit from the improvements, but cannot be fairly categorized by one of the other land use designations. This land use classification may include, but is not limited to:

- Developed Commercial/Industrial properties that only a small portion of the parcel has been developed;

- Properties identified as planned residential subdivisions, but currently have development restrictions; or

- Vacant properties with development limitations or development plans that identify large portions of the property as open space areas, parklands or similar exempt land uses.

The following shows the EDU factors for each property type in the District:

Property Type	Factor	Basis
Single-Family Residential Subdivided Lot	1.00	Parcel
Planned-Residential Subdivision	1.00	Planned Lot
Vacant, Undeveloped Private Property [1]	4.00	Acre
Vacant, Undeveloped Private Property (Zones 10,11, 36 and 37) [1]	5.00	Acre
Developed, Non-Residential Property	5.00	Acre
Developed Multiple Residential Units	1.00	Unit
Undeveloped, Public Property [2]	0.00	Acre
Developed, Public [3]	0.30	Acre
Developed, Regional Commercial [4]	0.36	Acre

Notes

1. *The Undeveloped Private property factor for Zones, 10, 11, 36 and 37 (5.00 EDU/Acre) reflects the more intense use of property within these Zones when the properties are developed as compared to property development in other Zones of the District, which are assigned a weighting factor of 4.00 EDU/Acre. It is important to note that the factors shown above are used to apportion the assessment within each specific Zone, not across the entire District and therefore this distinction is an appropriate reflection of these parcels' benefit compared to other property types within the respective Zones.*
2. *It has been determined that undeveloped public properties generally do not benefit from the improvements and services provided by the District and are not assessed. These types of properties generally include easements, detention basins, parks or properties that have little or no development potential and therefore receive no special benefits from the District improvements.*
3. *Developed Public properties typically receive comparatively less benefit from the improvements and services provided by the District, since the use and enhancement of these properties has little direct benefit from aesthetics of the local environment. The factor shown was originally established based on typical proportionate cost of service and hours of use for this land use type.*
4. *Regional Commercial properties have been assigned a reduced benefit because of their size and their more distant proximity to the District improvements. Additionally, due to the nature and hours of use, the benefit received by such properties from the improvements and services is substantially less than other developed properties. The factor shown was originally established based on a calculation of the proportionate cost of service, average floor area ratios, and hours of use.*

D. Assessment Adjustment Formula to Offset Inflation

It is recognized that the cost of maintaining the improvements increases slightly every year as a result of inflation.

New or increased assessments require certain noticing, meeting, and balloting requirements. However, Government Code Section 54954.6(a) provides that a "*new or increased assessment*" does not include "*an assessment which does not exceed an assessment formula or range of assessments...previously adopted by the agency or approved by the voters in the area where the assessment is imposed.*" This definition of an increased assessment was later confirmed by Senate Bill 919 (The Implementing Legislation for Proposition 218).

The District assessments include a formula for increasing assessments for each future fiscal year to offset increases in costs due to inflation. This assessment adjustment formula complies with the above-referenced Government Code section and was approved by the City Council and the original District property owners:

The maximum assessment amount allowed for each fiscal year shall be increased in an amount equal to the lesser of: (1) three percent (3.0%), or (2) the annual percentage increase of the Local Consumer Price Index (CPI) for "All Urban Consumers" for the San Francisco-Oakland-San Jose Area.

Each fiscal year, the City shall identify the percentage difference between the CPI for December and the CPI for the previous December (or similar time period). This percentage difference shall then establish the range of increased assessments allowed based on CPI. Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, the City shall use the revised index or comparable system as approved by the City Council for determining fluctuations in the cost of living.

In the event that the City Council determines that an inflation adjustment is not required for a given fiscal year or a given Zone, the City Council may authorize the assessment without applying the adjustment formula to the amount levied. If the budget and assessments for a given Zone require an increase greater than the adjustment set forth in the formula, then the proposed increase would be subject to approval by the Zone's property owners. Each fiscal year, the maximum assessment rate shall increase at the maximum amount allowable regardless if the increase is levied to the parcels within the Zone.

The percentage difference for the CPI for the San Francisco-Oakland-San Jose Area December 2011 to December 2012 was 2.2%. Therefore, the maximum assessment rates allowed for fiscal year 2013/2014 have been adjusted by 2.2% over the prior year's maximum assessment rates.

IV. DISTRICT BUDGET

A. Description of Budget Items

Special Assessments -- This is the total amount to be levied and collected through assessments for the current fiscal year. It represents the sum of Total Expenses and Other Revenues subtracting the General Fund Support and the Drainage Fund Support.

Other Revenue– Represents revenue from other sources such as reserve fund contributions and homeowner association dues.

General Fund Support – Represents the City's contribution to the Zones for any general benefit that the improvements within the Zones may have impact on other properties or the public at large.

Gas Tax Support – Represents proceeds allocated to the City per Proposition K, Special Transportation Tax that can be utilized for maintenance expenses in zones where the City maintains the arterial, median and right-of-way landscaping.

Field & Supervisory Personnel – The cost associated to the staff of the City for providing non-scheduled repairs, graffiti removal and other services, operations and maintenance of the improvements within the Zones.

Maintenance Contract Costs -- Includes all regularly scheduled labor, material, e.g. fertilizer, insecticides, etc., and equipment required to properly maintain and ensure the satisfactory condition of all landscaping, irrigation and drainage systems, and appurtenant facilities.

Utilities – The cost of water, sewer and electrical utilities necessary to maintain improvements within the Zones.

Engineer -- The costs of contracting with professionals to provide services specific to the levy administration, including preparation of the Engineer's Report, resolutions, and levy submittal to the County. These fees can also include any additional administrative, legal, or engineering services specific to the District such as the cost to prepare and mail notices of the public meeting and hearing.

Other Program Costs – Cost of maintenance, services and incidentals not included above.

County Administration Charge —- The actual cost to the Consolidated District for the County to collect the assessments on the property tax bills.

Other Landscaping — Other tree maintenance and waste disposal cost.

City Indirect Costs — Incidental costs and expenses of the City associated with the operation and administration of the District.

Equipment Purchases – This is for the purchase and replacement of improvement facilities and/or equipment used by City personnel for the maintenance and administration of the improvements. (e.g. City maintenance trucks)

Streetscape Revitalization & Rehabilitation – This represents the zone's annual installment for participation in the Streetscape Revitalization and Rehabilitation program.

Arterial Street Tree Maintenance – This represents the zone's annual installment for participation in the Arterial Street Tree Maintenance program.

Street Tree Maintenance – This represents the zone's annual installment for participation in the Street Tree Maintenance program.

Park Rehabilitation & Renovation – This represents the zone's annual installment for participation in the Park Rehabilitation and Renovation program.

Total Parcels Levied – The total number of parcels within the Zones that will receive the special benefits during the current fiscal year.

Total EDUs – The total Equivalent Dwelling Units within the Zones applied to the parcels described above.

Levy per EDU – This amount represents the rate being applied to each parcel's individual EDU. The Levy per EDU is the result of dividing the "Special Assessment to Levy" by the Total EDUs of the Zones for the fiscal year. This rate is rounded to the nearest even pennies.

Maximum Levy per EDU – This is the rate per EDU approved by property owners within the Zone, in accordance with Proposition 218, adjusted for inflation as described in the Method of Apportionment. This rate is rounded to the nearest pennies.

A variance may be seen between the Levy per EDU and the Maximum Levy per EDU. The variance occurs because the Special Assessments required to meet expenses for the current fiscal year are below the maximum level. The Maximum Levy per EDU is based upon the total expenses for all improvements both existing and those planned for the future.

APPENDIX A – BUDGET FISCAL YEAR 2013/2014

APPENDIX A--BUDGET FISCAL YEAR 2013/2014

Revenues	Zone 1	Zone 2	Zone 3
Special Assessments	$18,256.16	$9,918.37	$309,078.70
Zone Reserves	$12,273.37	1,100.94	108,140.76
Gas Tax Support	0.00	2,000.00	34,710.43
General Fund Support	0.00	0.00	0.00
Drainage Fund Support	0.00	0.00	6,643.24
Total Revenue	**$30,529.53**	**$13,019.31**	**$458,573.13**
Expenses			
Personnel	$5,479.93	$1,222.10	$65,869.29
Grounds Maintenance Contract	7,498.59	4,248.60	67,960.62
Tree Maintenance Contract	12,263.99	324.00	94,028.00
Utilities, Water & Sewer	2,100.00	3,578.97	80,077.36
Utilities, Gas & Electric	33.28	117.00	3,596.38
Utilities, Waste	1.50	0.34	2,578.14
Supplies	429.51	103.66	6,491.68
Radio/Computer/Controllers	270.93	60.42	3,256.60
Equipment/Vehicles	677.46	151.08	8,143.15
Training/Licenses	22.03	4.91	264.84
LMD Administration	694.82	228.08	8,164.27
Internal Service Charges	382.95	85.40	4,603.09
Indirect Costs	674.54	150.43	8,108.03
Sub-Total (1)	**$30,529.53**	**$10,274.99**	**$353,141.45**
Cyclical Maintenance			
Streetscape Revitalization & Rehabilitation	$0.00	$0.00	$0.00
Tree Maintenance	0.00	2,744.32	66,277.09
Park Rehabilitation & Renovation	0.00	0.00	39,154.59
Sub-Total	**$0.00**	**$2,744.32**	**$105,431.68**
Capital Improvement Projects	$0.00	$0.00	$0.00
Total Expenses	**$30,529.53**	**$13,019.31**	**$458,573.13**
Levy Information			
Special Assessment to Levy	$18,256.16	$9,918.37	$309,078.70
Total Parcels Levied	294.00	125.00	2,293.00
Total EDUs Levied	485.00	125.00	2,620.85
Total EDUs	485.00	125.00	2,620.85
Levy Per EDU	$37.642	$79.347	$117.931
Max Rate Per EDU (2.2% Incr)	$53.167	$79.347	$117.931

Note: Sub-Totals, Special Assessment to Levy, Levy and Max Rate Per EDU are rounded up to the nearest penny.

APPENDIX A--BUDGET FISCAL YEAR 2013/2014

Revenues	Zone 4	Zone 5	Zone 6
Special Assessments	$3,104.64	$3,193.32	$1,032.30
Zone Reserves	20.77	91.28	35.02
Gas Tax Support	0.00	0.00	0.00
General Fund Support	0.00	0.00	0.00
Drainage Fund Support	0.00	0.00	0.00
Total Revenue	**$3,125.41**	**$3,284.60**	**$1,067.32**
Expenses			
Personnel	$482.22	$257.30	$13.47
Grounds Maintenance Contract	0.00	0.00	0.00
Tree Maintenance Contract	4.00	83.00	21.00
Utilities, Water & Sewer	0.00	0.00	0.00
Utilities, Gas & Electric	170.00	0.00	120.00
Utilities, Waste	0.13	0.07	0.00
Supplies	37.33	19.92	1.29
Radio/Computer/Controllers	23.84	12.72	0.67
Equipment/Vehicles	59.61	31.81	1.67
Training/Licenses	1.94	1.03	0.05
LMD Administration	94.06	113.51	38.62
Internal Service Charges	33.70	17.98	0.94
Indirect Costs	59.36	31.67	1.66
Sub-Total (1)	**$966.19**	**$569.01**	**$199.37**
Cyclical Maintenance			
Streetscape Revitalization & Rehabilitation	$1,828.80	$876.30	$25.40
Tree Maintenance	330.42	1,839.29	842.55
Park Rehabilitation & Renovation	0.00	0.00	0.00
Sub-Total	**$2,159.22**	**$2,715.59**	**$867.95**
Capital Improvement Projects	$0.00	$0.00	$0.00
Total Expenses	**$3,125.41**	**$3,284.60**	**$1,067.32**

Levy Information			
Special Assessment to Levy	$3,104.64	$3,193.32	$1,032.30
Total Parcels Levied	144.00	69.00	2.00
Total EDUs Levied	144.00	69.00	44.85
Total EDUs	144.00	69.00	44.85
Levy Per EDU	$21.560	$46.280	$23.017
Max Rate Per EDU (2.2% Incr)	$117.931	$117.931	$117.931

Note: Sub-Totals, Special Assessment to Levy, Levy and Max Rate Per EDU are rounded up to the nearest penny.

APPENDIX A--BUDGET FISCAL YEAR 2013/2014

Revenues	Zone 7	Zone 8	Zone 9
Special Assessments	$186,987.94	$32,185.05	$321,679.08
Zone Reserves	65,156.15	19,152.68	213,461.02
Gas Tax Support	53,246.62	11,743.37	49,883.91
General Fund Support	0.00	0.00	0.00
Drainage Fund Support	0.00	4,308.00	139,048.76
Total Revenue	**$305,390.71**	**$67,389.10**	**$724,072.77**
Expenses			
Personnel	$35,445.57	$12,790.18	$102,429.09
Grounds Maintenance Contract	27,900.00	15,467.74	89,800.00
Tree Maintenance Contract	63,576.00	16,345.00	158,965.93
Utilities, Water & Sewer	51,136.46	9,760.99	161,432.10
Utilities, Gas & Electric	4,109.85	53.85	6,863.95
Utilities, Waste	2,000.89	231.02	5,765.90
Supplies	3,375.57	1,242.36	6,683.02
Radio/Computer/Controllers	1,752.44	632.35	4,413.48
Equipment/Vehicles	4,381.99	1,581.20	12,662.89
Training/Licenses	142.51	51.42	411.83
LMD Administration	4,123.41	1,391.46	10,880.77
Internal Service Charges	2,477.01	893.81	7,157.97
Indirect Costs	4,363.09	1,574.38	12,608.28
Sub-Total (1)	**$204,784.79**	**$62,015.76**	**$580,075.21**
Cyclical Maintenance			
Streetscape Revitalization & Rehabilitation	$0.00	$0.00	$0.00
Tree Maintenance	13,679.43	5,373.34	24,797.56
Park Rehabilitation & Renovation	86,926.49	0.00	86,500.00
Sub-Total	**$100,605.92**	**$5,373.34**	**$111,297.56**
Capital Improvement Projects	$0.00	$0.00	$32,700.00
Total Expenses	**$305,390.71**	**$67,389.10**	**$724,072.77**

Levy Information			
Special Assessment to Levy	$186,987.94	$32,185.05	$321,679.08
Total Parcels Levied	1,171.00	219.00	2,368.00
Total EDUs Levied	1,272.34	219.00	2,441.03
Total EDUs	1,272.34	219.00	2,441.03
Levy Per EDU	$146.964	$146.964	$131.780
Max Rate Per EDU (2.2% Incr)	$146.964	$146.964	$131.780

Note: Sub-Totals, Special Assessment to Levy, Levy and Max Rate Per EDU are rounded up to the nearest penny.

APPENDIX A--BUDGET FISCAL YEAR 2013/2014

Revenues	Zone 10	Zone 11	Zone 12
Special Assessments	$168,394.10	$747.12	$88,102.92
Zone Reserves	87,754.81	16.00	6,665.00
Gas Tax Support	0.00	0.00	0.00
General Fund Support	0.00	0.00	0.00
Drainage Fund Support	0.00	0.00	0.00
Total Revenue	**$256,148.92**	**$763.12**	**$94,767.92**
Expenses			
Personnel	$38,393.26	$8.52	$12,062.05
Grounds Maintenance Contract	50,000.00	0.00	40,093.67
Tree Maintenance Contract	56,564.00	16.00	6,644.00
Utilities, Water & Sewer	37,079.51	0.00	19,015.43
Utilities, Gas & Electric	1,344.92	0.00	1,307.82
Utilities, Waste	812.10	0.00	3.31
Supplies	3,065.82	24.27	1,975.93
Radio/Computer/Controllers	1,898.18	0.42	596.35
Equipment/Vehicles	4,746.40	1.05	1,491.18
Training/Licenses	154.36	0.03	48.50
LMD Administration	4,388.16	20.69	1,770.20
Internal Service Charges	2,683.00	0.60	842.92
Indirect Costs	4,725.93	1.05	1,484.75
Sub-Total (1)	**$205,855.64**	**$72.63**	**$87,336.11**
Cyclical Maintenance			
Streetscape Revitalization & Rehabilitation	$3,276.61	$12.70	$1,244.60
Tree Maintenance	23,891.67	677.79	6,187.21
Park Rehabilitation & Renovation	0.00	0.00	0.00
Sub-Total	**$27,168.28**	**$690.49**	**$7,431.81**
Capital Improvement Projects	$23,125.00	$0.00	$0.00
Total Expenses	**$256,148.92**	**$763.12**	**$94,767.92**

Levy Information			
Special Assessment to Levy	$168,394.10	$747.12	$88,102.92
Total Parcels Levied	258.00	1.00	98.00
Total EDUs Levied	2,146.43	18.15	933.46
Total EDUs	2,146.43	18.15	933.46
Levy Per EDU	$78.453	$41.164	$94.383
Max Rate Per EDU (2.2% Incr)	$78.453	$78.453	$113.988

Note: Sub-Totals, Special Assessment to Levy, Levy and Max Rate Per EDU are rounded up to the nearest penny.

APPENDIX A--BUDGET FISCAL YEAR 2013/2014

Revenues	Zone 13	Zone 14	Zone 15
Special Assessments	$94,112.60	$51,180.38	$177,551.73
Zone Reserves	3,815.15	2,906.43	17,618.78
Gas Tax Support	0.00	5,423.66	26,304.10
General Fund Support	0.00	0.00	0.00
Drainage Fund Support	0.00	0.00	0.00
Total Revenue	**$97,927.75**	**$59,510.47**	**$221,474.61**
Expenses			
Personnel	$22,834.24	$16,457.14	$47,774.48
Grounds Maintenance Contract	13,688.30	14,331.47	25,946.05
Tree Maintenance Contract	788.00	586.00	12,731.45
Utilities, Water & Sewer	35,781.08	9,359.18	71,795.73
Utilities, Gas & Electric	1,580.00	285.00	5,000.00
Utilities, Waste	2,807.88	1,426.78	5,764.18
Supplies	3,116.00	2,125.95	3,713.23
Radio/Computer/Controllers	1,128.93	450.09	2,361.99
Equipment/Vehicles	2,822.90	2,034.53	5,906.16
Training/Licenses	91.81	66.17	192.08
LMD Administration	2,882.17	2,077.35	5,779.53
Internal Service Charges	1,595.71	1,150.06	3,338.58
Indirect Costs	2,810.73	2,025.75	5,880.69
Sub-Total (1)	**$91,927.75**	**$52,375.47**	**$196,184.15**
Cyclical Maintenance			
Streetscape Revitalization & Rehabilitation	$0.00	$0.00	$0.00
Tree Maintenance	1,000.00	3,000.00	10,290.46
Park Rehabilitation & Renovation	5,000.00	4,135.00	15,000.00
Sub-Total	**$6,000.00**	**$7,135.00**	**$25,290.46**
Capital Improvement Projects	$0.00	$0.00	$0.00
Total Expenses	**$97,927.75**	**$59,510.47**	**$221,474.61**

Levy Information			
Special Assessment to Levy	$94,112.60	$51,180.38	$177,551.73
Total Parcels Levied	358.00	369.00	1,188.00
Total EDUs Levied	374.28	371.00	1,287.06
Total EDUs	374.28	371.00	1,287.06
Levy Per EDU	$251.450	$137.951	$137.951
Max Rate Per EDU (2.2% Incr)	$251.450	$137.951	$137.951

Note: Sub-Totals, Special Assessment to Levy, Levy and Max Rate Per EDU are rounded up to the nearest penny.

APPENDIX A--BUDGET FISCAL YEAR 2013/2014

Revenues	Zone 16	Zone 17	Zone 18
Special Assessments	$40,143.85	$264,867.77	$96,166.01
Zone Reserves	15,399.11	137,645.56	33,174.94
Gas Tax Support	0.00	0.00	0.00
General Fund Support	0.00	0.00	0.00
Drainage Fund Support	0.00	0.00	0.00
Total Revenue	**$55,542.96**	**$402,513.33**	**$129,340.95**
Expenses			
Personnel	$13,600.01	$55,847.30	$13,588.43
Grounds Maintenance Contract	4,233.28	80,866.50	16,767.36
Tree Maintenance Contract	11,448.00	45,034.00	29,608.05
Utilities, Water & Sewer	15,725.34	47,427.43	27,630.69
Utilities, Gas & Electric	690.00	2,800.00	680.00
Utilities, Waste	1,663.07	2,575.39	3.73
Supplies	1,674.63	4,798.75	1,124.81
Radio/Computer/Controllers	672.39	2,761.11	671.82
Equipment/Vehicles	1,681.31	6,904.17	1,679.88
Training/Licenses	54.68	224.54	54.63
LMD Administration	1,475.79	5,587.90	1,822.03
Internal Service Charges	950.40	3,902.73	949.59
Indirect Costs	1,674.06	6,874.40	1,672.64
Sub-Total (1)	**$55,542.96**	**$265,604.22**	**$96,253.66**
Cyclical Maintenance			
Streetscape Revitalization & Rehabilitation	$0.00	$14,427.20	$0.00
Tree Maintenance	0.00	15,692.19	33,087.29
Park Rehabilitation & Renovation	0.00	57,489.72	0.00
Sub-Total	**$0.00**	**$87,609.11**	**$33,087.29**
Capital Improvement Projects	$0.00	$49,300.00	$0.00
Total Expenses	**$55,542.96**	**$402,513.33**	**$129,340.95**

Levy Information			
Special Assessment to Levy	$40,143.85	$264,867.77	$96,166.01
Total Parcels Levied	252.00	1,136.00	969.00
Total EDUs Levied	291.00	1,665.30	978.999
Total EDUs	291.00	1,665.30	978.999
Levy Per EDU	$137.951	$159.051	$98.229
Max Rate Per EDU (2.2% Incr)	$137.951	$159.051	$98.229

Note: Sub-Totals, Special Assessment to Levy, Levy and Max Rate Per EDU are rounded up to the nearest penny.

APPENDIX A--BUDGET FISCAL YEAR 2013/2014

Revenues	Zone 19	Zone 20	Zone 21
Special Assessments	$126,660.51	$31,476.47	$53,525.14
Zone Reserves	32,790.98	6,992.31	16,161.01
Gas Tax Support	0.00	0.00	6,687.91
General Fund Support	0.00	0.00	0.00
Drainage Fund Support	0.00	0.00	0.00
Total Revenue	**$159,451.49**	**$38,468.78**	**$76,374.07**
Expenses			
Personnel	$24,666.65	$5,304.34	$19,213.74
Grounds Maintenance Contract	35,000.00	5,000.00	9,953.73
Tree Maintenance Contract	26,751.99	5,962.00	14,146.00
Utilities, Water & Sewer	23,855.38	6,508.26	19,210.08
Utilities, Gas & Electric	1,200.00	350.00	1,000.00
Utilities, Waste	1,196.95	596.55	600.35
Supplies	2,420.90	563.63	2,337.50
Radio/Computer/Controllers	1,219.53	262.25	949.93
Equipment/Vehicles	3,049.44	655.75	2,375.32
Training/Licenses	99.18	21.33	77.25
LMD Administration	2,994.42	859.05	2,100.54
Internal Service Charges	1,723.76	370.68	1,342.70
Indirect Costs	3,036.29	652.93	2,365.07
Sub-Total (1)	**$127,214.49**	**$27,106.77**	**$75,672.21**
Cyclical Maintenance			
Streetscape Revitalization & Rehabilitation	$0.00	$0.00	$0.00
Tree Maintenance	24,641.80	5,491.71	701.85
Park Rehabilitation & Renovation	7,595.20	5,870.30	0.00
Sub-Total	**$32,237.00**	**$11,362.01**	**$701.85**
Capital Improvement Projects	$0.00	$0.00	$0.00
Total Expenses	**$159,451.49**	**$38,468.78**	**$76,374.07**
Levy Information			
Special Assessment to Levy	$126,660.51	$31,476.47	$53,525.14
Total Parcels Levied	429.00	168.00	388.00
Total EDUs Levied	702.43	174.56	388.00
Total EDUs	702.43	174.56	388.00
Levy Per EDU	$180.319	$180.319	$137.951
Max Rate Per EDU (2.2% Incr)	$180.319	$180.319	$137.951

Note: Sub-Totals, Special Assessment to Levy, Levy and Max Rate Per EDU are rounded up to the nearest penny.

APPENDIX A--BUDGET FISCAL YEAR 2013/2014

Revenues	Zone 22	Zone 23	Zone 24
Special Assessments	$28,704.93	$104.36	$85,298.11
Zone Reserves	10,028.78	5,606.01	2,916.64
Gas Tax Support	0.00	0.00	0.00
General Fund Support	0.00	0.00	0.00
Drainage Fund Support	0.00	0.00	0.00
Total Revenue	**$38,733.71**	**$5,710.37**	**$88,214.75**
Expenses			
Personnel	$5,900.24	$1,149.33	$19,950.50
Grounds Maintenance Contract	15,371.84	0.00	16,035.00
Tree Maintenance Contract	5,742.00	3,552.14	143.00
Utilities, Water & Sewer	8,158.85	0.00	12,101.96
Utilities, Gas & Electric	180.00	140.00	125.00
Utilities, Waste	1.62	0.32	5.47
Supplies	478.35	88.97	2,488.59
Radio/Computer/Controllers	291.71	56.82	986.36
Equipment/Vehicles	729.42	142.09	2,466.40
Training/Licenses	23.72	4.62	80.21
LMD Administration	717.36	354.29	2,362.67
Internal Service Charges	412.32	80.32	1,394.18
Indirect Costs	726.28	141.47	2,455.76
Sub-Total (1)	**$38,733.71**	**$5,710.37**	**$60,595.10**
Cyclical Maintenance			
Streetscape Revitalization & Rehabilitation	$0.00	$0.00	$7,518.40
Tree Maintenance	0.00	0.00	3,016.12
Park Rehabilitation & Renovation	0.00	0.00	17,085.13
Sub-Total	**$0.00**	**$0.00**	**$27,619.65**
Capital Improvement Projects	$0.00	$0.00	$0.00
Total Expenses	**$38,733.71**	**$5,710.37**	**$88,214.75**

Levy Information			
Special Assessment to Levy	$28,704.93	$104.36	$85,298.11
Total Parcels Levied	147.00	113.00	592.00
Total EDUs Levied	208.08	347.85	618.32
Total EDUs	208.08	347.85	618.32
Levy Per EDU	$137.951	$0.300	$137.951
Max Rate Per EDU (2.2% Incr)	$137.951	$137.951	$137.951

Note: Sub-Totals, Special Assessment to Levy, Levy and Max Rate Per EDU are rounded up to the nearest penny.

APPENDIX A--BUDGET FISCAL YEAR 2013/2014

Revenues	Zone 25	Zone 26	Zone 27
Special Assessments	$0.00	$198,759.25	$10,392.36
Zone Reserves	0.00	45,157.99	44.39
Gas Tax Support	0.00	0.00	0.00
General Fund Support	0.00	0.00	0.00
Drainage Fund Support	0.00	0.00	0.00
Total Revenue	**$0.00**	**$243,917.24**	**$10,436.75**
Expenses			
Personnel	$0.00	$54,150.17	$1,228.25
Grounds Maintenance Contract	0.00	31,907.37	4,031.78
Tree Maintenance Contract	0.00	44,882.00	43.00
Utilities, Water & Sewer	0.00	47,641.85	2,213.63
Utilities, Gas & Electric	0.00	9,025.44	160.00
Utilities, Waste	0.00	2,395.23	0.34
Supplies	0.00	6,382.51	100.68
Radio/Computer/Controllers	0.00	2,677.20	60.73
Equipment/Vehicles	0.00	6,694.37	151.84
Training/Licenses	0.00	217.72	4.94
LMD Administration	0.00	6,102.73	166.47
Internal Service Charges	0.00	3,784.13	85.83
Indirect Costs	0.00	6,665.50	151.19
Sub-Total (1)	**$0.00**	**$222,526.22**	**$8,398.68**
Cyclical Maintenance			
Streetscape Revitalization & Rehabilitation	$0.00	$0.00	$952.50
Tree Maintenance	0.00	0.00	1,085.56
Park Rehabilitation & Renovation	0.00	21,391.02	0.00
Sub-Total	**$0.00**	**$21,391.02**	**$2,038.06**
Capital Improvement Projects	$0.00	$0.00	$0.00
Total Expenses	**$0.00**	**$243,917.24**	**$10,436.75**

Levy Information			
Special Assessment to Levy	$0.00	$198,759.25	$10,392.36
Total Parcels Levied	-	1,081.00	75.00
Total EDUs Levied	-	1,119.60	520.56
Total EDUs	459.84	1,119.60	520.56
Levy Per EDU	$0.000	$177.527	$19.964
Max Rate Per EDU (2.2% Incr)	$137.952	$177.527	$137.951

Note: Sub-Totals, Special Assessment to Levy, Levy and Max Rate Per EDU are rounded up to the nearest penny.

APPENDIX A--BUDGET FISCAL YEAR 2013/2014

Revenues	Zone 28	Zone 29	Zone 30
Special Assessments	$75,873.27	$60,685.10	$43,315.97
Zone Reserves	24,711.69	24,861.66	6,781.95
Gas Tax Support	0.00	0.00	0.00
General Fund Support	0.00	0.00	0.00
Drainage Fund Support	0.00	0.00	0.00
Total Revenue	**$100,584.96**	**$85,546.76**	**$50,097.93**
Expenses			
Personnel	$15,843.83	$20,873.73	$8,643.38
Grounds Maintenance Contract	30,527.75	17,000.00	10,000.00
Tree Maintenance Contract	24,156.00	8,821.11	6,094.00
Utilities, Water & Sewer	0.00	1,934.05	13,847.45
Utilities, Gas & Electric	300.00	6,300.00	600.00
Utilities, Waste	4.35	3,000.31	5.37
Supplies	1,226.44	17,518.64	972.00
Radio/Computer/Controllers	783.32	1,032.00	427.33
Equipment/Vehicles	1,958.71	2,580.53	1,068.55
Training/Licenses	63.70	83.93	34.75
LMD Administration	2,157.53	2,374.36	1,120.94
Internal Service Charges	1,107.20	1,458.70	604.02
Indirect Costs	1,950.26	2,569.40	1,063.94
Sub-Total (1)	**$80,079.09**	**$85,546.76**	**$44,481.73**
Cyclical Maintenance			
Streetscape Revitalization & Rehabilitation	$0.00	$0.00	$0.00
Tree Maintenance	20,505.87	0.00	5,616.20
Park Rehabilitation & Renovation	0.00	0.00	0.00
Sub-Total	**$20,505.87**	**$0.00**	**$5,616.20**
Capital Improvement Projects	$0.00	$0.00	$0.00
Total Expenses	**$100,584.96**	**$85,546.76**	**$50,097.93**
Levy Information			
Special Assessment to Levy	$75,873.27	$60,685.10	$43,315.97
Total Parcels Levied	550.00	443.00	82.00
Total EDUs Levied	550.00	465.66	160.00
Total EDUs	550.00	465.66	160.00
Levy Per EDU	$137.951	$130.321	$270.725
Max Rate Per EDU (2.2% Incr)	$137.951	$130.739	$270.725

Note: Sub-Totals, Special Assessment to Levy, Levy and Max Rate Per EDU are rounded up to the nearest penny.

APPENDIX A--BUDGET FISCAL YEAR 2013/2014

Revenues	Zone 31	Zone 32	Zone 33
Special Assessments	$23.80	$0.00	$0.00
Zone Reserves	0.01	0.00	9,148.91
Gas Tax Support	0.00	0.00	0.00
General Fund Support	0.00	0.00	0.00
Drainage Fund Support	0.00	0.00	0.00
Total Revenue	**$23.81**	**$0.00**	**$9,148.9100**
Expenses			
Personnel	$3.35	$0.00	$960.07
Grounds Maintenance Contract	0.00	0.00	2,467.60
Tree Maintenance Contract	0.00	0.00	1,144.00
Utilities, Water & Sewer	0.00	0.00	2,920.01
Utilities, Gas & Electric	0.00	0.00	0.00
Utilities, Waste	0.00	0.00	0.26
Supplies	0.26	0.00	92.82
Radio/Computer/Controllers	0.17	0.00	47.47
Equipment/Vehicles	0.41	0.00	118.69
Training/Licenses	0.01	0.00	3.86
LMD Administration	6.21	0.00	92.63
Internal Service Charges	0.23	0.00	67.09
Indirect Costs	0.41	0.00	118.18
Sub-Total (1)	**$11.05**	**$0.00**	**$8,032.68**
Cyclical Maintenance			
Streetscape Revitalization & Rehabilitation	$12.76	$0.00	$0.00
Tree Maintenance	0.00	0.00	1,116.23
Park Rehabilitation & Renovation	0.00	0.00	0.00
Sub-Total	**$12.76**	**$0.00**	**$1,116.23**
Capital Improvement Projects	$0.00	$0.00	$0.00
Total Expenses	**$23.81**	**$0.00**	**$9,148.91**
Levy Information			
Special Assessment to Levy	$23.80	$0.00	($0.00)
Total Parcels Levied	1.00	-	-
Total EDUs Levied	27.75	-	-
Total EDUs	27.75	3.00	2,347.24
Levy Per EDU	$0.858	$0.000	$0.000
Max Rate Per EDU (2.2% Incr)	$182.866	$160.017	$194.400

Note: Sub-Totals, Special Assessment to Levy, Levy and Max Rate Per EDU are rounded up to the nearest penny.

APPENDIX A--BUDGET FISCAL YEAR 2013/2014

Revenues	Zone 34	Zone 35	Zone 36
Special Assessments	$14,035.90	$38,925.73	$504.78
Zone Reserves	4,974.10	23,140.39	4.01
Gas Tax Support	0.00	0.00	0.00
General Fund Support	0.00	0.00	0.00
Drainage Fund Support	0.00	0.00	0.00
Total Revenue	**$19,010.00**	**$62,066.12**	**$508.79**
Expenses			
Personnel	$3,557.89	$13,823.78	$4.63
Grounds Maintenance Contract	11,148.73	3,800.00	0.00
Tree Maintenance Contract	1,935.00	463.00	4.00
Utilities, Water & Sewer	0.00	19,117.53	0.00
Utilities, Gas & Electric	390.00	0.00	85.00
Utilities, Waste	0.98	1,789.07	0.00
Supplies	276.66	1,700.54	13.59
Radio/Computer/Controllers	175.90	683.45	0.23
Equipment/Vehicles	439.85	1,708.98	0.57
Training/Licenses	14.30	55.58	0.02
LMD Administration	384.11	1,456.54	19.89
Internal Service Charges	248.63	966.04	0.32
Indirect Costs	437.95	1,701.61	0.57
Sub-Total (1)	**$19,010.00**	**$47,266.12**	**$128.82**
Cyclical Maintenance			
Streetscape Revitalization & Rehabilitation	$0.00	$0.00	$12.70
Tree Maintenance	0.00	0.00	367.27
Park Rehabilitation & Renovation	0.00	0.00	0.00
Sub-Total	**$0.00**	**$0.00**	**$379.97**
Capital Improvement Projects	$0.00	$14,800.00	$0.00
Total Expenses	**$19,010.00**	**$62,066.12**	**$508.79**

Levy Information			
Special Assessment to Levy	$14,035.90	$38,925.73	$504.78
Total Parcels Levied	9.00	186.00	1.00
Total EDUs Levied	83.19	186.00	20.00
Total EDUs	83.19	186.00	20.00
Levy Per EDU	$168.729	$209.278	$25.239
Max Rate Per EDU (2.2% Incr)	$207.649	$209.278	$78.453

Note: Sub-Totals, Special Assessment to Levy, Levy and Max Rate Per EDU are rounded up to the nearest penny.

APPENDIX A--BUDGET FISCAL YEAR 2013/2014

Revenues	Zone 37	Zone 40	Zone 41
Special Assessments	$215.98	$3,604.02	$1,382.04
Zone Reserves	7.12	2,249.92	153.70
Gas Tax Support	0.00	0.00	0.00
General Fund Support	0.00	0.00	0.00
Drainage Fund Support	0.00	0.00	0.00
Total Revenue	**$223.10**	**$5,853.95**	**$1,535.74**
Expenses			
Personnel	$35.34	$914.48	$273.89
Grounds Maintenance Contract	0.00	1,325.51	715.49
Tree Maintenance Contract	6.00	1,749.00	265.00
Utilities, Water & Sewer	0.00	214.09	120.00
Utilities, Gas & Electric	0.00	0.00	0.00
Utilities, Waste	0.01	0.25	0.08
Supplies	2.74	71.33	19.41
Radio/Computer/Controllers	1.75	45.21	13.54
Equipment/Vehicles	4.37	113.05	33.86
Training/Licenses	0.14	3.68	1.10
LMD Administration	38.93	114.32	40.52
Internal Service Charges	2.47	63.91	19.14
Indirect Costs	4.35	112.57	33.71
Sub-Total (1)	**$96.10**	**$4,727.40**	**$1,535.74**
Cyclical Maintenance			
Streetscape Revitalization & Rehabilitation	$127.00	$0.00	$0.00
Tree Maintenance	0.00	1,126.55	0.00
Park Rehabilitation & Renovation	0.00	0.00	0.00
Sub-Total	**$127.00**	**$1,126.55**	**$0.00**
Capital Improvement Projects	$0.00	$0.00	$0.00
Total Expenses	**$223.10**	**$5,853.95**	**$1,535.74**

Levy Information			
Special Assessment to Levy	$215.98	$3,604.02	$1,382.04
Total Parcels Levied	10.00	1.00	1.00
Total EDUs Levied	76.00	9.00	4.16
Total EDUs	76.00	9.00	4.16
Levy Per EDU	$2.842	$400.447	$332.222
Max Rate Per EDU (2.2% Incr)	$78.453	$400.447	$345.265

Note: Sub-Totals, Special Assessment to Levy, Levy and Max Rate Per EDU are rounded up to the nearest penny.

APPENDIX A--BUDGET FISCAL YEAR 2013/2014

Revenues	Zone Totals
Special Assessments	$2,640,189.78
Zone Reserves	940,159.37
Gas Tax Support	190,000.00
General Fund Support	0.00
Drainage Fund Support	150,000.00
Total Revenue	**$3,920,349.15**
Expenses	
Personnel	$641,052.17
Grounds Maintenance Contract	653,086.97
Tree Maintenance Contract	654,889.66
Utilities, Water & Sewer	729,743.42
Utilities, Gas & Electric	48,607.48
Utilities, Waste	35,231.95
Supplies	76,759.26
Radio/Computer/Controllers	30,679.63
Equipment/Vehicles	79,250.66
Training/Licenses	2,577.43
LMD Administration	74,996.31
Internal Service Charges	44,798.12
Indirect Costs	78,908.89
Sub-Total (1)	**$3,150,581.95**
Cyclical Maintenance	
Streetscape Revitalization & Rehabilitation	$30,314.98
Tree Maintenance	273,379.76
Park Rehabilitation & Renovation	346,147.46
Sub-Total	**$649,842.20**
Capital Improvement Projects	$119,925.00
Total Expenses	**$3,920,349.15**

Levy Information	
Special Assessment to Levy	$2,640,189.78
Total Parcels Levied	15,591
Total EDUs Levied	21,147.90
Total EDUs	23,957.98
Levy Per EDU	
Max Rate Per EDU (2.2% Incr)	

Note: Sub-Totals, Special Assessment to Levy, Levy and Max Rate Per EDU are rounded up to the nearest penny.

APPENDIX B – IMPROVEMENT AREAS AND DESCRIPTIONS

LANDSCAPE MAINTENANCE ZONE 1
TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT
(See Zone 39 for description of channelways within Zone being maintained by Zone 1)

Zone 1	Sycamore Village Subdivision
I. Existing Arterial Landscaping	
A. Tracy Blvd.	
	1. East side from end of sound wall (near WSID canal) north to 1688 Tracy Blvd.

LANDSCAPE MAINTENANCE ZONE 2
TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT

Zone 2 - Associated with the Fairhaven Subdivision, west side of Tracy Blvd.

Zone 2	Fairhaven Subdivision
II. Arterial Landscaping	
A. Tracy Blvd.	
	1. West side approximately 1,000' south Valpico, to Sycamore Oarkway (Fairhaven subdivision)

LANDSCAPE MAINTENANCE ZONE 3
TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT
(See Zone 39 for description of channelways within Zone being maintained by Zone 3)

Zone 3 - Located in the northwest section of Tracy. It is bordered on the north by I-205, on the south by Byron Road, on the west by Lammers Road, west of Corral Hollow, and on the east by Tracy Blvd.

Zone 3			
I.	Arterial Landscaping		
	A. Bikepath Adjacent to Channelway		
		1.	Lowell Avenue, south to Vivian between curb and bike path
	B. Corral Hollow Road		
		1.	West side adjacent to Foothill Ranch Estates, Buena Vista Estates, Sterling Estates, and Pheasant Run.
		2.	East side from RR tracks to SE corner of Corral Hollow and Lowell Avenue
		3.	From SE corner of Corral Hollow and Grantline Road, east side of Corral Hollow, southward to end of commercial property line of APN 232-020-54
		4.	Median Island north of Byron Road to Grantline Road, excluding 32,872.22 SF of median from north side of Lowell Avenue to south property line of APN 232-020-54
	C. Grant Line Road		
		1.	North side approximately 1100+/- linear feet east of Lincoln to Corral Hollow Road.
		2.	South side along soundwall at Summergate.
		3.	Median island from Corral Hollow west of Orchard Parkway.
		4.	South side from Pombo Parkway, west to end of 2180 Grantline Road (Klemm Building)
		5.	South side, 113' east of Joe Pombo Parkway. Turf north of sidewalk to curb, 295' east of Joe Pombo Parkway ending @ driveway. Turf south of sidewalk, 112 ft. east of Joe Pombo Parkway to moban, ending 316 feet east of Joe Pombo Parkway at shopping center mow band, 25' from curb [Sekhon Retail Center]
	D. Kavanagh Avenue		
		1.	From Corral Hollow Rd. channel way to Golden Springs Dr. (south side) approx. 750+/- linear ft.
	E. Lowell Avenue		
		1.	From Corral Hollow to 440 feet west of Regency (both sides).
		2.	North side of soundwall approximately 460 feet (Bridle Creek).
		3.	North side between curb & sidewalk, from Henley Parkway to the west end.
		4.	South side of soundwall from Henley Parkway to west end of Heartland Subdivision, approximately 180 feet.
		5.	Median strip from Corral Hollow eastward, ending at point adjacent to east property line of parcel 232-380-04.
		6.	South side from Corral Hollow east to Promenade Circle
		7.	North side between soundwall and curb from Bridle Creek to Joe Pombo Parkway.
		8.	South side from east end of subdivision to end of soundwall/Joe Pombo.
		9.	South side from Joe Pombo to Blanford Lane.
		10.	South side from Promenade east to end of soundwall.
		11.	North side from Henley Parkway, west to end of soundwall.

Zone 3			
	F. Orchard Parkway		
		1.	East side from Lowell Avenue to approximately 100 feet north of Joseph Damon Drive.
		2.	median Island from Hillcrest north to Joseph Damon Drive.
		3.	West side from Lowell Avenue north to approximately 500 feet north of Hillcrest and from Joseph Damon Drive to Grant Line Road to be weed free, between curb and fence line.
		4.	West side landscape area between curb and fence line, approximately 500 feet south of Joseph Damon Drive.
		5.	West side from Grantline Road south to Lowell Avenue
		6.	Jenni Lane south to Lowell Avenue
		7.	On Orchard Parkway from Joseph Damon 484ft north to Grantline, 4ft from street to side walk to 122 ft from Joseph Damon along sound wall. On Grantline from Orchard Pkwy. to Corral Hollow 811 ft. On Corral Hollow, from Grantline south to Alegre 561ft. [Tracy Medical Building]
	G. Tracy Blvd.		
		1.	Median strip in front of Arnaudo Plaza Shopping Center.
	H. Henley Pkwy		
		1.	East side between soundwall and curb, from Lowell Ave. to Bridle Creek Drive.
		2.	West side from Lowell Ave north to end of Soundwall (North of Giovanni).
II. Subdivision Landscaping			
	A. Arnaudo Village		
		1.	Entryways at Lincoln and Grant Line.
	B. Blossom Valley		
		1.	Entryways at Travao Lane and Grant Line, which includes median.
	C. Blanford Lane		
		1.	Blandford Lane — East side from Lowell Drive to Ferndown Lane.
	D. Foothill Ranch Estates		
		1.	Entryway at Foothill Ranch Drive and Corral Hollow Road and median Island.
	E. Woodfield Estates		
		1.	Entryway at Fieldview which includes the north and south side soundwall and median strip entire length of Fieldview.
		2.	Entryway at Promenade Circle which includes west side of soundwall and median Island and east side.
	F. Sterling Estates		
		1.	Alegre - north side (approximately 370 feet X 5 feet) and median Island.

Zone 3		
	G. Pheasant Run	
		1. Entryway at Corral Hollow and Fieldview (approximately 150 feet) and median.
		2. Annie Court adjacent to Fieldview including south side of soundwall.
	H. Bridle Creek	
		1. Entryway at Lowell Avenue and Bridle Creek Circle (approximately 70 feet x 5 feet) and median Island on Bridle Creek.
		2. Entryway at Bridle Creek and Joe Pombo Parkway.
	I. Heartland	
		1. Entryways at Lowell Avenue and Oxford Way (approx. 80 feet x 5 feet) and median Island on Oxford Way.
		2. Entryway at Hampshire Lane including median strip.
	J. Laurelbrook	
		1. Entryway at Laurelbrook Drive and Southbrook Lane including median strip.
	K. Foothill Vista	
		1. Entryway at Hillcrest Drive between Orchard Parkway and Isabel Virginia.
	L. Countryside	
		1. Giovanni Lane, both sides, including median, from Henley Parkway west to Rochester Street.
III. Park Maintenance		
	A. Arnaudo Village	
		1. Slayter Mini Park located on Suellen Drive - 21,780 square feet.
	B. Buena Vista Estates	
		1. Kelly Mini Park located at Tammi Court and Kelly Street - 21,780 square feet.
	C. Foothill Ranch Estates	
		1. New Harmon Mini Park located on Hillcrest Drive - 21,780 square feet.
	D. Laurelbrook	
		1. Dr. Ralph Allen Mini Park located at Veranda Court and Dorset Lane.
	E. Sterling Estates	
		1. Pombo Family Park located on Joseph Damon and Mary Alice Court.

Zone 3		
	F. Park Atherton	
		1. Eagan Park located on Oxford Lane and Lowell Avenue
	G. Meadwood (Thrasher Park)	1. Thrasher Park located at 1620 Mankuelian Lane
		2. From southeast intersection of Lowell Avenue and Joseph Menusa, south side of Lowell Avenue, to 194' east o fJoseph Menusa; west side of Joseph menusa 338' southward of Lowell/Joseph Menusa intersection
	H. Pheasant Run	
		1. Mcray Family Park located at 2125 Fieldview Drive
	I. Souza Family North Park	1. On Thelma Loop
IV. Weed Abatement in Non-Landscaped Areas		
	A. Corral Hollow	
		1. West side, south of Grant Line Road to existing landscape 10 feet behind curb.
		2. West side, north of Grant Line Road, 10 feet from face of curb, 2460 linear feet.
	B. Grant Line	
		1. West of Corral Hollow, north and south side, 10 feet behind curb to I-205.
	C. Orchard Parkway	
		1. West side, from Lowell Avenue to 200 feet north of Hillcrest and from Joseph Damon Drive to Grant Line Road between fence and curb.
		2. Orchard Parkway median from Lowell Avenue to Hillcrest and from Joseph Damon Drive to Grant Line Road.
		3. Orchard Parkway, east side, from soundwall to Grant Line Road 10 feet behind curb.
	D. Pombo Parkway	
		1. East side from end of landscaping north to soundwall.

LANDSCAPE MAINTENANCE ZONE 7
TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT
(See Zone 39 for description of channelways within Zone being maintained by Zone 7)
Zone 7 - Located within the boundaries of 11th Street south, Corral Hollow, the SPRR tracks

Zone 7			
I.	**Arterial Landscaping**		
	A. Lauriana Lane		
		1.	Lauriana Lane — west side from approx. 300 feet south of Tennis Lane north to Cypress Drive, including median strip and east side from existing south to Schulte including median.
	B. Cypress Drive		
		1.	North side from approx. 100 feet west of Hickory Ave. west to Lauriana Lane.
		2.	South side and median Island from Lauriana Lane to Corral Hollow.
	C. Corral Hollow Road		
		1.	East side approximately 300 feet north of Tennis Lane, south to RR tracks.
		2.	East side, south from 11th Street to Cypress Dr. shopping center frontage only to include from face of curb to face of sidewalk.
		3.	Median strip from Byron Road south to RR tracks south of Schulte Road.
	D. Schulte Road		
		1.	North and south sides, including median strip from Corral Hollow east to end of south side of soundwall. (Includes south side from Lauriana, east to end of soundwall).
		2.	On the corner of Laurianna and Schulte
II.	**Subdivision Landscaping**		
	A. Fox Hollow		
		1.	Entryways at Tennis Lane and Lauriana Lane.
		2.	Entryways at Cypress and Fox Hollow.
		3.	Entryways at Cypress and Hunter's Trail.
		4.	Entryways at Tennis Lane and Corral Hollow includes median strip and two cul-de-sacs at Pheasant Run Court and Thomas Dehaven Court.
	B. Harvest Country West		
		1.	Entryway at Raywood Lane including median strip.
	C. Quail Meadows		
		1.	Entryway at Golden Leaf Lane including median strip.
		2.	Entryway at Quail Meadows including median strip.
	D. Candlewood Estates		
		1.	Entryways at Alden Glen Drive and Cypress including median strip.
	E. Corral Hollow Estates		
		1.	Entryway at Lauriana both sides including median from Schulte south approx. 92 feet.

Zone 7			
III.	Park Maintenance		
		A. Fox Hollow	
			1. Kit Fox Mini Park located at Foxwood Court and Fox Hollow Way - approx. 21,780 sq. ft.
			2. Rippin Mini Park located at Tennis and Firefly.
		B. Harvest Country West	
			1. Harvest Mini Park located at Birchwood Court and Fireside Lane.
		C. Candlewood Estates	
			1. Patzer Mini Park located at Alden Glen and Meadowlark.
		D. Quail Meadows	
			1. Bailor-Hennan Mini Park located on Golden Leaf Lane.
IV.	Weed Abatement in Non-Landscaped Areas		
		A. Schulte Road	
			1. 10 ft. behind face of curb, open field area, south side, approx. 900 ft. east of Lauriana Lane to RR tracks.

LANDSCAPE MAINTENANCE ZONE 8
TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT
(See Zone 39 for description of channelways within Zone being maintained by Zone 8)
Zone 8 - Located within the boundaries of Corral Hollow on the west, 11th Street on the south.

	Zone 8		
I.	Arterial Landscaping		
		A. Byron Road	
			1. Arterial (south side) from Belconte Drive west to end of landscaping
			2. Byron Road south side from Corral Hollow Road to 729 feet west of Belconte Drive
		B. Corral Hollow	1. West side from Byron Road to 11th Street.
II.	Subdivision Landscaping		
		A. Redington Drive	
			1. Redington Drive median island east and west of Belconte Drive.
		B. Belconte Drive	
			1. Belconte Drive from 11th St. to Byron Road east and west side.
III.	Park Maintenance		
		A. Belconte Sub-Division	
			1. Fabian Mini Park located on Redington Drive - 42,580 sq. ft.

LANDSCAPE MAINTENANCE ZONE 9
TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT
(See Zone 39 for description of channelways within Zone being maintained by Zone 9)
Zone 9 - Located west of Tracy Blvd. from SPRR spur line to Corral Hollow on the west, and the City limits on the south.

Zone 9			
I.	Arterial Landscaping		
		A. Tracy Blvd.	
			1. Tracy Blvd. west side and median strip at Circle B Ranch subdivision from the RR tracks south to end of shopping center. (Note: frontage is from face of curb - 50' wide).
			2. Heritage Subdivision - from Hearthstone approximately 100 ft. north of Menay to West Central Avenue
			3. From Central Avenue to approximately 600 ft. south of Sycamore Parkway.
		B. Corral Hollow Road	
			1. Corral Hollow from the SPRR tracks south to Parkside Drive approx. 600 +/- linear ft.
		C. Sycamore Pkwy	
			1. Sycamore Pkwy west side and medians from approx. 300 ft. north of Amberwood, south to Dove.
			2. South of Central Ave. to Tracy Blvd.
			3. West side from Schulte to approx. 300 ft. south of Sienna Park Drive.
		D. Schulte Road	
			1. Median strip from Tracy Blvd. west to RR tracks.
			2. North side from Tracy Blvd. to Sycamore Parkway.
			3. South side from Tracy Blvd. to west end of shopping center.
			4. South side from Sycamore Pkwy, west to end of sound wall.
			5. South side from Sycamore Pkwy east to shopping center.
		E. Valpico Road	
			1. Tracy Blvd. west to City limits (both sides), approximately 345 feet west of Cagney Way.
			2. Median islands from Tracy Blvd. west 265 feet to current City limits.
		F. West Central Avenue	
			1. Median from Tracy Blvd. to Sycamore Parkway.
			2. North side of Tracy Blvd. to end of Cedrus Dr.

Zone 9			
II.	Subdivision Landscaping		
		A. Circle B Ranch	
			1. Entryways at Morris Phelps and Schulte Road.
			2. Entryways at Mt. Diablo Ave. and Tracy Blvd.
			3. Fire Lane at Schulte and Sycamore Pkwy north side (approx. 140 ft. x 5 ft. both sides)
		B. Hearthstone	
			1. Entryways at Menay Drive and Tracy Blvd.
			2. Entryways at Amberwood and Sycamore Parkway.
			3. Cul-de-sac at Yorkshire Loop and Hampton Court.
		C. Regency Square	
			1. Entryways at Monument Drive, Tracy Blvd., and Sycamore Parkway.
			2. Monument Dr. north and south sides, including median Islands at Monterey and Vintage Courts.
			3. Cul-de-sac of Tahoe Circle: in southeast corner (approx. 5,580 sq. ft.) and northwest corner (approx. 3,636 sq. ft.).
			4. Cul-de-sacs of Tahoe Circle: in northeast corner (5,400 sq. ft.) and southwest corner (3,780 sq. ft.) .
			5. Court adjacent to Mt. Oso Mini Park on Henderson Court (9,044 sq. ft.).
			6. Court adjacent to Mt. Diablo Mini Park on Alpine Court (10,263 sq. ft.).
		D. Muirfield	
			1. Entryway at Steinbeck.
			2. Entryway at Petrig.
			3. Cul-de-sac at Whitman Court.
			4. Cul-de-sac at Longfellow Court.
			5. Entryway median at Dove Lane.
			6. median on Chaplin east and west side of Sycamore.
			7. Entryway median at Cagney.
			8. Cul-de-sac at Shaw Court.
			9. Cul-de-sac at Williams Court.
			10. Cul-de-sac at Bogart Court.
			11. Cul-de-sac at Mansfield Court.
			12. Cul-de-sac at Hepburn Court.
			13. Entryway median at Allegheny.
		E. Glen Creek	
			1. Entryway at Glen Creek Way.
		F. Greystone Station	
			1. Median Island at Windham.
			2. Median Island at Sudley Drive.

Zone 9			
		G. Harvest Glen	
			1. Entryway at Ray Harvey Drive.
			2. Entryway at Meadow Lane.
			3. Cul-de-sac at Cornucopia.
		H. Ironwood	
			1. Entryway median at Monument Drive.
			2. Bike Path, west side of Egret Drive.
			3. Cul-de-sac at New Castle Court.
			4. Cul-de-sac at Clairmont Court.
			5. Cul-de-sac at Hampton Court.
		I. Sienna Park	
			1. Entryway at Sienna Park Drive including median strip.
			2. Green belt at north side of Dolores Lane at Katlin Court.
		J. Heritage Subdivision	
			1. Median on Cedrus.
			2. Entryway on Cedrus east side.
			3. Cul-de-sac at Iberis Court.
		K. Parkside Dr.	
			1. Parkside Dr. from Corral Hollow east to Glacier (south side) (mini-park is a separate bid item) and median.
III.	Park Maintenance	A. Hearthstone	
			1. Valley Oak Mini Park located at Larkspur and Honeysuckle Court - approx. 21,780 sq. ft.
			2. Evelyn Costa Mini Park located at Claremont Dr. and Whitehaven Court.
		B. Parkside Estates	
			1. Evans Mini Park located on Parkside Drive - 26,310 sq. ft.
		C. Harvest Glen	
			1. Fitzpatrick Mini Park located on Savanna Drive - 19,907 sq. ft.
			2. Albert Emhoff Mini Park located on Jonathon Place at Moonlight Way.
		D. Regency Square	
			1. Mt. Oso Mini Park at Henderson Court.
			2. Mt. Diablo Mini Park at Alpine Court.
		E. Muirfield	
			1. Golden Spike Mini Park located on Christy Court - 21,780 sq. ft.
			2. Fred Icardi Mini Park located on Russell Street at Steinbeck Way.
			3. Westside Pioneer Park located at Cagney Drive and Hepburn Street.

Zone 9			
		F. Circle B	
			1. Sister Cities Mini Park located at Morris Phelps Drive and Saddleback Court.
		G. Greystone Station	
			1. John Kimball Mini Park located at Tom Fowler Drive and Sudley.
		H. Sienna Park Tracy Press Park)	
			1. Tracy Press Park located at Schulte Road and Weeping Willow Lane.
			2. Tracy Press Park Addition
IV.	Weed Abatement in Non-Landscaped Areas		
		A. Corral Hollow	
			1. Corral Hollow - median Island just south of RR tracks.

LANDSCAPE MAINTENANCE ZONE 10
TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT
(See Zone 39 for description of channelways within Zone being maintained by Zone 10)
Zone 10 - Includes the MacArthur Drive Area, bounded on the north by I-205 and on the south by 11th Street.
The area runs east from MacArthur Drive to the City limits.

Zone 10			MacArthur Corridor
I.	Arterial Landscaping		
		A. MacArthur Drive	
			1. East side from Pescadero south to a point approx. 106' north of 11th St. ramp (curb to sidewalk). West side from Grant Line Road to 11th Street (approximately 35' from curb).
			2. Median strip between I-205 and 11th Street.
			3. West side from Pescadero south to end of California Mirage subdivision.
			4. MacArthur Drive from Pescadero 165 feet north to end of landscape east side of the street.
			5. Pescadero from MacArthur east 60 feet north side.
		B. 11th Street	
			1. 11th Street (south side) at MacArthur Drive (Downtown Mini Storage frontage).
		C. Grant Line Road	
			1. North side from MacArthur Drive east approx. 1320 feet, including median strip.
			2. South side east of channelway to City limits (groundcover area only).
II.	Subdivision Landscaping		
		A. Pescadero Avenue	
			1. Adjacent to Outlet Center, curb to sidewalk and median strip.
			2. Adjacent to Yellow Freight from redwood header to back of sidewalk.
			3. South side adjacent to NFI Nat'l Distribution Center from face of curb approximately 30 feet.
			4. South side adjacent to California Mirage from MacArthur west to end of soundwall.
			5. South side from MacArthur east to United Grocers.
III.	Weed Abatement in Non-Landscaped Areas		
		A. MacArthur Drive	
			1. Under bridge at SPRR crossing to entrance off 11th Street.
			2. East side from Pescadero, north to end of non-landscaped weed abatement zone.
		B. Pescadero Avenue	
			1. Non landscaped area from Yellow Freight west property line, east 185' to landscaped area, on north side, at the entrance to the Prime Outlet Center.

LANDSCAPE MAINTENANCE ZONE 12
TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT
(See Zone 39 for description of channelways within Zone being maintained by Zone 12)

Zone 12 - Located northwest of I-205 which includes the existing arterial landscaping along the right-of-way on Naglee and Grantline Roads.

Zone 12			Mall
I.	**Commercial Landscaping**		
		A. Naglee Road	
			1. From Grant Line Road to City limits (median & 5 ft. strip between curb and sidewalk on east side).
			2. Park-n-Ride lot east side between Grant Line Rd. and I-205.
			3. From south end of Tracy Nissan driveway, north to Robertson drive, south side to west entrance driveway. Turf curb strip only.
			4. From Naglee, 504 feet north on Auto Mall Way east side.
		B. Robertson Drive	
			1. North and south sides of street, from Naglee Rd. to Auto Plaza Way from curb to face of sidewalk.
			2. From Pavillion Parkway East to Naglee Road
		C. Grantline Road	
			1. South side from Wal-Mart entry drive, east to end of City landscape.
			2. Grantline Road north side 127 feet west of Naglee West side of Naglee Road 246 feet south of Grantline Road.; 2785 W. Grantline Road
		D. Pavilion Parkway	
			1. From Naglee Road, North and West to Power Road
		E. Auto Plaza Way	
			1. From Robertson North to Auto Plaza Drive

LANDSCAPE MAINTENANCE ZONE 13
TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT

Zone 13 - Located southwest of I-205 with 11th Street bordering on the south, Lammers Road bordering on the west, and Byron Road on the north, east to Westgate.

Zone 13			Westgate
I.	Arterial Landscaping		
		A. Lammers Road	
			1. East side from Fabian Road north to end of sound wall.
II.	Subdivision Landscaping		
		A. Westgate	
			1. Entryway at Westgate Drive which includes north and south sides, east to Antonio Loop.
			2. Entryway from Feteria Way to Glazzy Lane, both sides, from Lammers Road, east to Glazzy.
			3. Entryway median on Souza Way, from Theima Loop to Antonio Loop.
		B. Fabian Road	
			1. North side from end of sound wall west to Lammers Road.
III.	Park Maintenance		
		A. Souza Park	
			1. Souza Park - located on Antonio Loop between Souza Way and Ann Marie Way.
		B. Souza Family North Park	
			1. Souza Family North Park - located on Thelma Loop

LANDSCAPE MAINTENANCE ZONE 14
TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT

Zone 14 - Bounded on the west by Lammers Road, and on the east by Corral Hollow Road south to Schulte Road and the Railroad tracks.

Zone 14			(Corral Hollow West, Gabriel Estates and Redbridge)
I.	Arterial Landscaping		
		A. Corral Hollow Road	
			1. West side 234 feet north of Tracey Jean Way and 208 feet south of Tracey Jean Way.
II.	Subdivision Landscaping		
		A. Gabriel Estates	
			1. Entryway at Tracey Jean Way including median strip.
III.	Park Maintenance		
		A. Gabriel Estates	
			1. Chadeayne Park located at 2130 Robert Gabriel Drive located on Carol Ann Dr.
		B. Joan Sparks Park	
			1. Joan Sparks Park located on Carol Ann Dr.

LANDSCAPE MAINTENANCE ZONE 15
TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT

Zone 15 - Located in the southwest section of Tracy bordered by Tracy Blvd., Linne Road, and Corral Hollow.

Zone 15			(Edgewood)
I.	Arterial Landscaping		
		A. Tracy Blvd.	
			1. West side from approx. 700' north of Whispering Wind Lane south to end of soundwall (City property Line).
		B. Corral Hollow	
			1. East side from North of Peony Drive, South to UPRR.
			2. East side of Corral Hollow 771 feet south to Starflower Drive.
			3. East side of Corral Hollow from Starflower South to Kagehiro.
			4. Median Corral Hollow from Starflower South to Kagehiro
II.	Subdivision Landscaping		
		A. Edgewood VI	
			1. Entryway at Peony Drive, both sides, including median strip from Corral Hollow, East to Maison Court.
			2. Entryway at Middlefield Drive, both sides, including median strip from Corral Hollow, East to Whispering Wind Drive.
		B. Whispering Wind	
			1. Both sides including median from Tracy Blvd. west to English Oak Lane.
		C. Applebrook Lane	
			1. East and west sides including median from Whispering Wind south approx. 75 feet.
		D. English Oak Lane	
			1. East side from Whispering Wind north approx. 80 feet.
		E. Windsong Drive	
			1. Both sides including median from Tracy Blvd. west approx. 370 feet.
		F. Starflower Drive	1. Starflower Drive south side 306 feet to Lotus Way.
			2. North side of Starflower from Corral Hollow east to Lotus Way
		G. Kagehiro	1. South side of Kagehiro from Lotus to Corral Hollow.
III.	Park Maintenance		
		A. Edgewood	
			1. Cose Park located at 1780 Whirlaway Lane
		B. William Adams Park	
			1. William Adams Park - located on Edgewood Terrace Drive.
		C. Schwartz Park	
			1. Schwartz Park at Edgewood Sub Division.

LANDSCAPE MAINTENANCE ZONE 16
TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT

Zone 16 - Bordered on the North by Byron Rd., on the south by 11th St., on the west by Palomar Dr., and on the east by Mamie Anderson

	Zone 16		(Lyons Crossroads)
I.	Subdivision Maintenance		
		A. Lyon Crossroads	
			1. Crossroads west and east side including median.
II.	Park Maintenance		
		A. Lyon Crossroads	
			1. Daniel Busch Park - located on the north east corner of Crossroads Drive and Tolbert Drive.

LANDSCAPE MAINTENANCE ZONE 17
TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT

Zone 17 - Includes all areas east of Tracy Blvd. between the SPRR tracks on the north and 100 feet north of Deerwood Lane on the south.

Zone 17			(Non-Contiguous Residential Areas)
I.	Arterial Landscaping	A. Tracy Blvd.	1. East side adjacent to Schulte Road and Mt. Oso.
			2. 10,793 SF of shrubs: starting from the NE corner of the Valpico and Tracy Boulevard intersection, the east side of Tracy Boulevard northward to
			3. 4,245 SF of turf: from the NE corner of Valpico and Tracy Boulevard intersection, the east side of Tracy Boulevard, starting at 350 feet north of
			4. 2,298 SF of shrubs: starting from the SE corner of Valpico and Tracy Boulevard intersection, the east side of Tracy Boulevard, southward on Tracy Boulevard, to approximately 395 feet.
			5. 1,050 SF of turf: starting from the SE corner of Valpico and Tracy Boulevard intersection, the east side of Tracy Boulevard, southward on Tracy Boulevard, to approximately 198 feet.
		B. Central Avenue	
			1. Victoria Park - west side from Schulte south to Ferdinand Street, east side
			2. West side from Schulte Road to approx. 50 feet north of Country Court including ground cover in front of fence on Mt. Oso.
		C. Schulte Road	1. North side from Tracy Blvd. east to Cemetery.
			2. medians from east of Tracy Blvd. to Gianelli.
			3. South side from Central Avenue to 300 feet east of Independence Drive.
		D. MacArthur Drive	1. MacArthur Blvd. - west side from the RR tracks south to the Cemetery.
		E. Valpico	1. 1,096 SF shrubs, starting from the SE corner of Valpico and Tracy Boulevard intersection, the south side of Valpico and eastward on Valpico, ending approximately 590 feet east of the aforementioned intersection.
			2. 2,348 SF of turf, starting at the SE corner of Valpico and Tracy Boulevard intersection, the south side of Valpico and eastward on Valpico, ending approximately 590 feet east of the aforementioned intersection, the parcel's southeastern most boundary.
II.	Subdivision Landscaping		
		A. Meadow Glen	
			1. Entryways at Edenvale and Schulte Road (est. 2900 sq. ft.).
			2. Parkway from Cedar Mountain Drive to San Simeon Way.
		B. Victoria Park I	
			1. Entryway at Gianelli and median.
			2. Cul-de-sacs at Elizabeth Ct., Henry Ct., and Edward Ct.
		C. Victoria Park II (American Classics)	
			1. Cul-de-sacs at James Court and Mary Court.
		D. Victoria Park III (Traditions)	
			1. Cul-de-sacs at Elysan, Lavender, and Primrose Courts, and entrance at Junior Harrington north side 100 feet east.

Zone 17		(Non-Contiguous Residential Areas)
	E. California Collections	
		1. Entryways at MacArthur Drive and Wagtail.
		2. Cul-de-sac at Krider Court.
	F. California Renaissance	
		1. Entryway median Island at Third Street.
		2. Entryway at Hotchkiss Street and median.
		3. Cul-de-sac at Sir Lancelot.
	G. California Cameo	
		1. Entryway median at Leamon.
		2. Cul-de-sac at Versailles Court.
		3. Leamon Street - Parkway on south side from MacArthur west to Third and Jaeger.
		4. Cul-de-sac @ Czerny Street.
	H. Third Street	
		1. Third Street - north side from Jaeger to Tudor.
	I. Mt. Diablo	
		1. Mt. Diablo - south side (estimate 1000 sq. ft.) and median Island from MacArthur Drive west to Third Street.
III. Park Maintenance		
	A. Meadow Glen	
		1. Florence Stevens Mini Park located at Tassajero Court - 20,778 sq. ft.
	B. Victoria Park	
		1. Sullivan Mini Park located on Victoria Street - 21,780 sq. ft.
	C. California Collections	
		1. Huck Mini Park located on Wagtail Drive - 21,736 sq. ft.
IV. Weed Abatement in Non-Landscaped Areas		
	A. Schulte Road	
		1. Schulte Road - from Central Avenue east to RR track. Weed abatement only.
	B. Mt. Diablo	
		1. Mt. Diablo - from Third St. west to Louis Bohn School, from fence to sidewalk, 328 feet east of Third Street
	C. Central Avenue	
		1. Central Avenue - east side from Amelia Way, north to Schulte, from curb to fence
	D. Third Street	
		1. Third Street - from Evans to Jaeger, north side.

LANDSCAPE MAINTENANCE ZONE 18
TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT

Zone 18 — (Glenbriar Estates) is bounded on the north by Valpico Road, on the east by MacArthur, and on the south by Linne.

Zone 18		(Glenbriar Estates)
I. Existing Arterial Landscaping		
	A. MacArthur Drive	
		1. From MacArthur and Glenn Brook Drive Intersection, maintain 237' south of Glenbrook Dr.; west side of MacArthur to N. of Glenbrook Drive
		2. West side from Valpico south to end of landscape, approximately 290 feet south of Fairoaks Road.
	B. Glenbrook Drive	
		1. On Glenbrook Drive, west of MacArthur, both sides and median
	C. Valpico	
		1. Valpico Road - South side from MacArthur west to end of soundwall. [Glen Briar Estates]
		2. South side from Pebblebrook Drive west to end of soundwall (approx. 600') (Pebblebrook Estates).
II. Subdivision Landscaping	A. Glenbriar Drive	
		1. Glenbriar Dr. from Valpico south to Glenbriar Cir., both sides, including median.
	B. Glenbrook	1. From Glenbrook and MacArthur intersection to 151' west on Glenbrook, maintain north and south sides.
	C. Pebblebrook	
		1. Cul-de-sac at Pebblebrook Court.
		2. Entry way at Pebblebrook Drive including median.

LANDSCAPE MAINTENANCE ZONE 19
TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT

Zone 19 - Located north of the UPRR tracks, south of Valpico Road, east of Tracy Blvd, and West of Glenbriar Estates.

	Zone 19			(Property known as the B of A Property)
I.	Arterial Landscaping			
		A. Tracy Blvd		
			1.	East side Tracy Blvd. including median from Valpico, south to UPRR tracks, Whispering Winds, Regency and Brookview.
II.	Park Maintenance			
		A. William Kendal Lowes		
			1.	Entryway at Montgomery - both sides including median from Fabian, north to Kingloop.
III.	Subdivision Landscaping			
		A. Regis		
			1.	Southwest side from Whispering Wind along soundway to Dietrick and northwest side to 215' north of Whispering Wind.
			2.	Regis Drive, west side, from Whisipering Winds Drive to Arezzo Way. Arrezzo Way, from Regis Drive, north side to end of landscape.
		B. Brookview		
			1.	Brookview Drive, north side, from Glenhaven Dirve to Perennial Place
			2.	[Brookview Drive], from Regis eastward, to 418' east of Reids

LANDSCAPE MAINTENANCE ZONE 20
TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT

Zone 20 - (Larkspur Estates) located generally south of Montclair Lane, west of MacArthur Drive, north of Valpico Road

	Zone 20			(Larkspur Estates)
I.	Arterial Landscaping			
		A. MacArthur Blvd		
			1.	Westside of MacArthur Blvd.
II.	Park Maintenance			
		A. Clyde Abbott Park		
			1.	Located on Stalsberg Dr

LANDSCAPE MAINTENANCE ZONE 21
TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT

Zone 21 — (Huntington Park) located south of Byron Road, east of Lammers Road and Zone 13, west of Berg Avenue and north of Eleventh Street

Zone 21			(Huntington Park)
I.	Arterial Landscaping		
		A. Byron Road	
			1. Byron Road form Lankershire Drive east 578 feet.
			2. Byron Road from Lankershire Drive west 268 feet.
			3. Byron Road, south side, from 2430 Byron Road east 353 feet.
II.	Subdivision Landscaping		
		A. Byron Road	
			1. Entryway at Byron Road, 100 feet south to Ogden Sannazor Drive, east and west of pathway.
		A. Huntington Park	
			1. Entryway at Montgomery - both sides including median from Fabian, north to King loop.
		B. Lankershire Drive	
			1. Lankershire entryway east side.
			2. Lankershire entryway west side.
			3. Lankershire median.
			4. Lankershire courtyard.
III.	Park Maintenance		
		A. Richard Hastie Park	
			1. Richard Hastie Park located on Huntington Park Drive

LANDSCAPE MAINTENANCE ZONE 22
TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT

Zone 22 - Corral Hollow Road east to west of Talley Park, north to Persimmon

Zone 22			(Kagehiro)
I.	Arterial Landscaping		
		A. Corral Hollow	
			1. East side from Starflower Drive, north to end of sound wall.
II.	Subdivision Landscaping		
		A. Parkview (Muirfield 7)	
			1. Persimmon Way - north side along sound wall from Geranium, west to Corral Hollow.
			2. Lotus Way - west side along sound wall from Starflower, north to Petunia.
			3. Starflower - north side along sound wall from Corral Hollow, east to Lotus Way (including median).

LANDSCAPE MAINTENANCE ZONE 24
TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT

Zone 24 - (Eastlake) located south of 26102 S. MacArthur Drive, north of Valpico Road and East of MacArthur Drive.

Zone 24			(Eastlake)
I.	Park Maintenance		
		A. Tiago Park	
			1. Tiago Park at Hidden Lake

LANDSCAPE MAINTENANCE ZONE 26
TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT
(See Zone 39 for description of channelways within Zone being maintained by Zone 26)
Zone 26 - Located generally west of Corral Hollow Road, east of Lammers Road, north of Zone 14 and south of West Eleventh Street.

Zone 26			(West Tracy; Sterling Park, Alden Meadows, Lourence/Boncore, and Zocchi/Johnson)
I.	Arterial Maintenance		
		A. Corral Hollow	
			1. 60' north of Cypress to end of sound wall south (approx. 240'). 2. North side 31 feet north of Cypress. 3. From San Marcos subdivision at Tennis Lane 290 feet north to Sterling Park Subdivision.
II.	Subdivision Maintenance		
		A. Tennis Lane	
			1. Tennis Lane west of Corral Hollow center median and south side.
		B. Krohn Road	
			1. South side from Corral Hollow west to end of landscape. 2. West side curb strip from Krohn Road south to Cypress.
		C. Cypress	
			1. Cypress (whole length of street) - north and south side including median.
		D. Banff	
			1. Banff(Entrance Only) - east and west side including median.
		E. Schulte	
			1. Schulte - north and south side including median. A. Babcock entryway and median. B. Cabana entryway and median.
		F. Corral Hollow	1. From Schulte north 922 feet to Tennis Lane. 2. From Schulte south to Golden Leaf.
III.	Park Maintenance		
		A. Verner Hansen	
			1. Verner Hansen - Jill Drive and Brittany, approx. 3.5 acres.
		B. Marlow Brothers	
			1. Barcelona , Adaire and Goldenleaf Approx. 3.5 acres.
		C. John Erb Park	
			1. Approx. 1.9 acres

LANDSCAPE MAINTENANCE ZONE 28
TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT

Zone 28 - Generally located south of West 11th Street, west of Zone 26, north of Zone 27 and east of Lammers Road.

Zone 28			(Presidio)
I.	Subdivision Landscaping		
		A. Crossroads	
			1. Located at subdivision entries Paul, Garrett & Chambers
			2. Crossroads at Cranston Court (Gate off Crossroads)
			3. Crossroads at Wyman Court (Gate of Crossroads)
			4. Crossroads at Bennet Court (Gate of Crossroads)
			5. From 11th Street south to end of crossroads.
		B. Jefferson	
			1. From 11th Street south to Safford.

LANDSCAPE MAINTENANCE ZONE 29
TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT

Zone 29 - Generally located north of Valpico Road, east of Zone 24, west of Chrisman Road.

Zone 29			(Elissaggaray Ranch)
I.	Arterial Landscaping		
		A. Valpico Road	
			1. Valpico Road from Eastlake Subdivision Entrance of Ellissagary Subdivision.
			2. Valpico from Chrisman Road, west to Elissagaray Dr.
		B. Chrisman	
			1. Chrisman Road from Elissagaray Dr., north to end of south wall
			2. Chrisman Road from Elissagaray Dr. south to Valpico
II.	Subdivision Landscaping		
		A. Mt. Pellier	
			1. From 120 feet south of Montaubon Court to 270 feet north of Dominique Drive
		B. Basque	
			1. East and west side of Basque, south of Dominique Drive
		C. Amatchi Drive	
			1. Amatchi Drive entrance, east and west sides shrub bed
		D. Elissagaray	1. North and south sides (shrub bed) between Amatchi and Chrisman
		E. Dominique Drive	
			1. Dominique Dr. west from Elissagaray Dr. to end of sound wall, north and south sides, shrub bed
III.	Park Maintenance		
		A. Robert Kellogg Park	
			1. Located on Elissagary St.

LANDSCAPE MAINTENANCE ZONE 30
TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT

Zone 30-Generally located south of Schulte Road, north of Valpico, west of Chrisman Road and east of MacArthur Drive

Zone 30			(Yosemite Vista)
I.	Arterial Landscaping		
		A. MacArthur Drive	
			1. From MacArthur and Yosemite Drive intersection, east side of MacArthur northward 221'.
			2. From MacArthur and Yosemite Drive intersection, east side of MacArthur southward ending 104' south of Dardanelle.
			3. MacArthur Drive from 530 feet north of Eastlake eastside to north of subdivision 1,259 feet.
II.	Park Maintenance		
		A. Jim Raymond Park	
			1. Jim Raymond Park located at Country Vista Sentinal Drive & Yosemite Drive.
III.	Subdivision Landscaping		
		A. Yosemite Drive	
			1. Median island on Yosemite Drive, east of MacArthur

LANDSCAPE MAINTENANCE ZONE 33
TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT

Zone 33 - Generally located south of I-205, north of the Southern Pacific Railroad tracks and east of Chrisman Road and is planned for industrial development

Zone 33			(Northeast Industrial)
I.	Commercial Landscaping		
		A. Chabot Court	
			1. South of Grantline Road,, North of Union Pacific Railroad and West of Banta Road

LANDSCAPE MAINTENANCE ZONE 34
TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT

Zone 34 - The triangle area located south of the Southern Pacific Railroad tracks, north of West 11th Street and east of Corral Hollow Road.

Zone 34			Northeast Corner of Corral Hollow and Eleventh
I.	Arterial Landscaping		
		A. Corral Hollow	
			1. East side Corral Hollow from 11th Street, north to RR tracks at Byron Rd.

LANDSCAPE MAINTENANCE ZONE 35
TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT

Zone 35 — (Ryland Junction) is generally located east of Tracy Boulevard, south of 6th Street and north of 4th Street and incorporates properties within Tract 2384.

Zone 35			(Ryland Junction)
I.	Arterial Landscaping		
		A. Tracy Blvd.	
			1. Ryland Junction and City Annex - from RR track to SPRR track, in front of The Annex and Ryland Junction, including median.
II.	Subdivision Landscaping		
		A. Ryland Junction	
			1. Entryway at Tracy Blvd and Tennis Lane including median.
			2. Entryway at Tracy Blvd and Center Court including median.
			3. Rockingham Court cul-de-sacs.
III.	Park Maintenance		
		A. Ryland Junction	
			1. Fisher Park - located on the northeast corner of Centre Court Drive and Tracy Blvd.

LANDSCAPE MAINTENANCE 11th STREET
TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT

11th Street, Alden Glen Drive, East to Railroad Tracks and West to Lammers Road

Zone 38			(11th Street)
I.	Arterial Landscaping		
		A. 11th Street	
			1. North side streetscape, Alden Glen Dr., east to RR Tracks and west to Lammers Rd.
			2. South side streetscape, Alden Glen Dr., east to RR Tracks and west to Lammers Road
			3. Medians from Alden Glen Dr., east to RR Tracks and west to Lammers Rd.
			4. Firestation from Pombo Real Estate property east to RR tracks on north side of 11th Street
			5. Lammers Median north side of 11th Street

LANDSCAPE MAINTENANCE CHANNELWAYS
TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT
Incorporates all Zones

Zone 39		(11th Street)
I. Channelway Landscaping		
	A. Zone 1	
		1. Central Ave from Silkwood Lane west to Tracy Blvd. (in front of Sycamore Village Apartments)
	B. Zone 3	
		1. Corral Hollow Road: Arterial/Channelway (East Side) from Grantline Road North to I205 Freeway Right of Way, approximately +/-1600' linear feet
		2. Weed abatement from Grantline Road South to 11th Street
		3. Orchard Pky. (west side) from Grantline Road south to Lowell Ave.
		4. Vivian Lane south from Lowell Ave (west side) to end of channelway
		5. North side of Lowell from Orchard east to Manuellen Lane (New name is Joesph Menusa)
	C. Zone 7	
		1. Cypress Drive north side from Corral Hollow to Lauriana Lane
		2. Lauriana Lane east side from Cypress Drive to Schulte Road
		3. Shulte Road north side from Lauriana Lane east to RR tracks
	D. Zone 8	
		1. Belconte Lane from Byron Road south the 11th Street (east side).
		2. Landscaping along channelway from 11th street to Byron Road.
		3. Fertilization from 11th Street to Byron Road
	E. Zone 9	
		1. Schulte Road north side: Channelway from RR tracks to Sycamore Parkway.
		2. Sycamore Parkway east side: Channelway from Schulte Road south to Windham Drive
		3. Central Ave south side, channelway from Tracy Blvd. To Sycamore parkway
		4. Windham Drive: Channelway on east side, south from Sycamore Parkway to Tom Fowler
	F. Zone 10	
		1. MacArthur Drive: Landscape channelway east side from 11th Street overpass north to driveway at 2020 MacArthur Drive including landscaping to bike path
		2. MacArthur Drive: Non landscape channel area east side from driveway at 2020 Mac Arthur Drive to Grantline Road north to Pescadero Road
		3. MacArthur Drive: at Pescadero Road, east 1/4 mile then north to I-5
		4. MacArthur Drive: I205 west to RR tracks west of MacArthur
	G. Zone 12	**1.** Naglee Detention Basin around fenceline and inside of fenceline to bottom of berm.
	H. Zone 26	**1.** Corral Hollow Road west side from Cypress Drive north to Krohn Road
		2. End of channelway from Krohn Road 300 Feet west to DB-V (5) Detention Basin

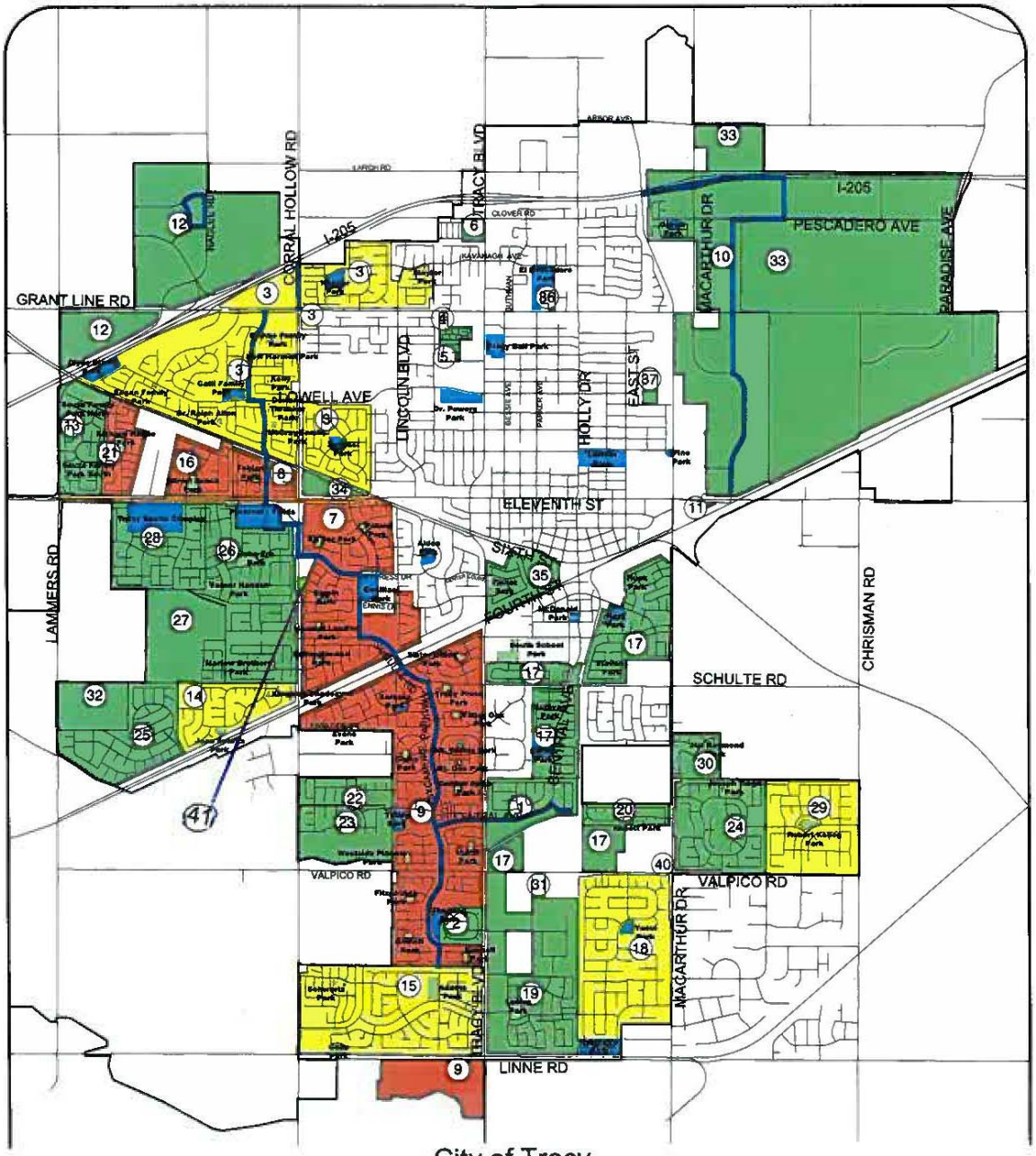
LANDSCAPE MAINTENANCE ZONE 40
TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT

Zone 40 — (Rite-Aid Retail Store Project) covers approximately two acres (1.803 acres) at the northwest corner of Valpico Road and S. MacArthur Drive.

	Zone 40		**(Rite-Aid Retail Store Project)**
I.	**Arterial Landscaping**		
		A. Valpico Road	
			1. Public right-of-way immediately adjacent, east and south of 599 E. Valpico Road
II.	**Commercial Landscaping**		
		A. Rite-Aid Store	
			1. Public right-of-way landscaping immediately adjacent to Parcel 246-140-15 property boundaries along west side of MacArthur Drive and north side of Valipico Road.
	Zone 41		
I.	**Arterial Landscaping**		
		A. Corral Hollow Road	
			1. Public right-of-way immediately adjacent, to APN 234-210-29 along east side of Corral Hollow Road, south of Cypress Avenue; north of Tennis Lane

There are four programs that are not identified in the above charts that directly Benefit many of the Zones in the Consolidated District. The Streetscape Revitalization & Rehabilitation Program - benefits Zones 1-23, 26-37, 40-41 the Arterial Street Tree Maintenance Program - benefits Zones 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 16, 17, 18, 19, 20, 22, 23, 24, 26, 27-30, 33-37 and 40, the Street Tree Maintenance Program - benefits Zones 6, 7, 8, 9, 10, 13, 16, 17, 18, 19, 20, 22, 26, 28, 29, 30, 35, 36 and 40, and the Park Rehabilitation & Renovation Program - benefits Zones 7, 8, 9, 13, 16, 17, 19, 20, 24, 26, 28-30 & 35.

APPENDIX C – ZONE DESIGNATIONS



City of Tracy
Consolidated Landscape Maintenance District

District	Year Formed	Zones
8501	1985	1, 2
8801	1988	3-13, 36, 37
9802	1998	14-35
Consolidated	2003	All Zones Above
Consolidated	2007	40
Consolidated	2010	41

APPENDIX D – 2013/2014 ASSESSMENT ROLL

The proposed assessment amounts for fiscal year 2013/2014 for the District are sent under separate cover and hereby referenced to this report. Parcel identification, for each lot or parcel identification for each lot or parcel within the District shall be the Assessor Parcel Numbers as shown on the San Joaquin County Assessor's map for the year in which this Report is prepared.

The listing of parcels and the amount of assessment to be levied shall be submitted to the County Auditor/Controller and included on the property tax roll for each parcel in fiscal year 2013/2014.

If any parcel submitted for assessment is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

RESOLUTION _____

APPROVING THE ENGINEER'S REPORT REGARDING THE PROPOSED LEVY AND COLLECTION OF ASSESSMENTS FOR THE TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT, FISCAL YEAR 2013/2014, PURSUANT TO THE PROVISIONS OF THE LANDSCAPING AND LIGHTING ACT OF 1972

WHEREAS, The City Council of the City of Tracy (hereinafter referred to as the "City") did by previous Resolution order the Engineer, WILLDAN Financial Services, to prepare and file an Engineer's Report for the District known and designated as the Tracy Consolidated Landscape Maintenance District (hereafter referred to as the "Districts") in accordance with *Article 4 of Chapter 1 of Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22565*, in connection with the proposed levy and collection of assessments related thereto for the fiscal year commencing July 1, 2013 and ending June 30, 2014, and

WHEREAS, Said Engineer's Report was filed with the City Clerk of the City of Tracy and upon review of the Report, the City Council had, by resolution, declared its intention to levy and collect assessments within the District for fiscal year 2013/2014 and fixed June 4, 2013 as the public hearing date to accept public comment and testimony regarding the District and proposed assessments in accordance with *Section 22624 of Chapter 3 of Part 2 of Division 15 of the California Streets and Highways Code,* and

WHEREAS, The City Council hereby finds that the levy has been spread in accordance with the special benefits received from the improvements, operation, maintenance and services to be performed, as set forth in said Report, and

WHEREAS, The Engineer's Report was completed and finalized after adoption of the City's Fiscal Year 2013/2014 Budget and minor adjustments are required to reconcile the Budget and Engineer's Report;

NOW, THEREFORE, BE IT RESOLVED, That the City Council hereby resolves, orders and determines as follows:

1. The above recitals are true and correct.

2. The Engineer's Report as previously presented or as modified by direction of the City Council shall consist of the following:

   a) A description of the District and improvements including all Zone designations and a diagram of the District Boundaries.

   b) The annual budget (costs and expenses of services, operations and maintenance) for each Zone.

c) A description of the method of apportionment resulting in an assessment rate per levy unit within said District and Zones for fiscal year commencing July 1, 2013 and ending June 30, 2014.

d) Assessment Roll identifying the special benefit assessment proposed for each assessed parcel within the District.

3. The Report as presented or as modified by City Council action is hereby approved. Said Report as presented or as modified is ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

4. The Budget Officer is authorized to make necessary adjustments to the City's Budget to reconcile the Budget with the Engineer's Report.

5. The City Clerk shall certify to the passage and adoption of this Resolution and the minutes of this meeting shall so reflect the presentation and final approval of the Report.

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

The foregoing Resolution _____was adopted by the City Council of the City of Tracy on the ____day of _____, 2013, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

RESOLUTION _____

ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN
THE TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT
FOR FISCAL YEAR 2013/2014

WHEREAS, The City Council of the City of Tracy (hereinafter referred to as the "City Council") did by previous resolution, pursuant to the provisions of *The Landscaping and Lighting Act 1972, Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22500* (hereinafter referred to as the "Act"), initiate proceedings and declare its intention to levy special benefit assessments against parcels of land within the Tracy Consolidated Landscape Maintenance District (hereinafter referred to as the "District") for the fiscal year commencing July 1, 2013 and ending June 30, 2014 to pay the costs and expenses of operating, maintaining, servicing landscaping and appurtenant facilities located within the District, and

WHEREAS, The designated Assessment Engineer has prepared and filed with the City Clerk of the City of Tracy and the City Clerk has presented to the City Council the Engineer's Annual Levy Report (hereinafter referred to as the "Report") in connection with the proposed levy and collection of special benefit assessments upon eligible parcels of land within the District, and the City Council did, by previous resolution, approve such Report, and

WHEREAS, The City Council desires to levy and collect assessments against parcels of land within the District for the fiscal year commencing July 1, 2013 and ending June 30, 2014, to pay the costs and expenses of operating, maintaining and servicing landscaping and appurtenant facilities located within the District;

NOW, THEREFORE, BE IT RESOLVED, That the City Council hereby resolves, orders determines and certifies as follows:

1. The above recitals are true and correct.

2. Following notice duly given, the City Council has held a full and fair Public Hearing regarding its Resolution approving or amending the Report prepared in connection herewith; the levy and collection of assessments, and considered all oral and written statements, protests and communications made or filed by interested persons.

3. Based upon its review (and amendments, as applicable) of the Report, a copy of which has been presented to the City Council and which has been filed with the City Clerk, the City Council hereby finds, determines, and certifies that:

    a) The land within the District will receive special benefit by the operation, maintenance and servicing of landscaping and appurtenant facilities within the boundaries of the District.
    b) The District includes all of the land receiving such benefit.

c) The net amount to be assessed upon the lands within the District has been apportioned by a formula and method which fairly distributes the net amount among the eligible parcels in proportion to the special benefit to be received by each parcel from the improvements and services for the fiscal year commencing July 1, 2013 and ending June 30, 2014.
d) The proposed special benefit assessments calculated and apportioned for fiscal year 2013/2014 are consistent with the previously adopted Rate and Method approved by the property owners within the District in accordance with the provisions of the California Constitution Articles XIIIC and XIIID; and meet the requirements of Proposition 218.
e) The assessments are in accordance with *Article 4 of Chapter 1 of Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22565*, in connection with the proposed levy and collection of assessments related thereto.
f) The assessments to be levied are without regard to property valuation.

4. The Report and assessments as presented to the City Council and on file with the City Clerk are hereby confirmed as filed.

5. The City Council hereby orders the proposed improvements to be made, which improvements are briefly described as the maintenance, operation, administration and servicing of the improvements including turf, ground cover, shrubs and trees, irrigation systems, water features, drainage systems, and all appurtenant facilities related thereto or that may be authorized pursuant to the provisions of the Act.

6. The City Council agrees to defend, indemnify and hold harmless the County of San Joaquin, the Board of Supervisors, the Auditor-Controller, its officers and employees, from litigation over whether the requirements of Proposition 218 were met with respect to such assessments.

7. The County Auditor of San Joaquin County shall enter on the County Assessment Roll opposite each parcel of land the amount of levy, and such levies shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.

8. The City Treasurer shall deposit all money representing assessments collected by the County for the District to the credit of a fund for the Tracy Consolidated Landscape Maintenance District, and such money shall be expended only for the maintenance, operation and servicing of the landscaping, parks and appurtenant facilities as described in the Report.

9. The adoption of this resolution constitutes the District levy for the fiscal year commencing July 1, 2013 and ending June 30, 2014.

10. The City Clerk or their designee is hereby authorized and directed to file the levy with the County Auditor upon adoption of this resolution.

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

The foregoing Resolution _____ was adopted by the City Council of the City of Tracy on the ____ day of _____, 2013, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

June 4, 2013

AGENDA ITEM 5

REQUEST

CONDUCT A PUBLIC HEARING TO ADOPT A RESOLUTION APPROVING THE UPDATED MASTER FEE SCHEDULE

EXECUTIVE SUMMARY

City staff has performed the annual update of the consolidated, City-wide Master Fee Schedule for Council approval.

DISCUSSION

In order to provide for a record of fees in a single document, improve public information, and provide consistent updating of the fees, Council previously approved the consolidation and annual updating of City-wide fees through a Master Fee Schedule (the "Schedule"), with an automatic cost-of-living adjustment. The Schedule reflects fees charged for City services. It does not include the following types of fees and charges:

- development impact fees adopted under the Mitigation Fee Act;
- mitigation fees (i.e., habitat and agricultural mitigation fees);
- business license fees (taxes);
- enterprise fund charges (water, sewer, storm water, airport, transit);
- fees adopted under franchise agreements (cable franchise under TMC Chapter 8.10; franchise contractor for collection of solid and yard waste, and recycling under TMC Chapter 5.20);
- landscape maintenance district (special assessments);
- fines (imposed as penalties);
- leases of City property; and
- rates established by separate agreements (i.e., Tracy Unified School District and performance artists).

The proposed, updated Schedule includes an automatic 2.4% adjustment[1], rounded to the nearest dollar (except where cents are already used) with the exception of: (1) Recreation fees (2) Cultural Arts and Grand Theatre fees; and (3) other fees indicated by an asterisk. Modifications to the Schedule also include the deletion of recreation fees due to program cancellations, the inclusion of Cultural Arts programs that were previously approved by Council but were inadvertently omitted from the prior Schedule update, and corrections of minor errors.

[1] Based on the Consumer Price Index for the San Francisco-Oakland-San Jose Metropolitan Area for the percent change to February 2013 from February 2012.

The fees set forth in the Schedule represent no more than the estimated reasonable cost, or actual cost, of the services or facilities provided. They do not exceed the City's cost and, in many cases, are far below the City's cost. The adoption of this Schedule is permitted under the California Constitution, Article XIIIC, including the exceptions under Article XIIIC, Section 1(e).

The City has given notice of the proposed Schedule update as required by Government Code Section 66016 to interested parties who filed a written request for such notice with the City. Notice has also been given by publication, pursuant to Government Code Sections 66018 and 6062a.

The adoption of the Schedule is not subject to the California Environmental Quality Act because it is not a project that has the potential for causing a significant effect on the environment (CEQA Guidelines, 14 California Cod of Regulations, §15061(b)(3)).

FISCAL IMPACT

In the long-term, the annual updating of fees will continue to align fees more closely with the cost of the services being provided.

RECOMMENDATION

It is recommended that the Mayor open a Public Hearing to receive and consider comments on the Schedule update. Upon its closure, staff recommends that the Council adopt the resolution approving the updated Master Fee Schedule.

Prepared by: Anne Bell, Management Analyst II, Administrative Services Department
Reviewed by: Allan Borwick, Budget Officer, for Jenny Haruyama, Administrative Services Director
Approved by: R. Leon Churchill, Jr., City Manager

Attachments:
- Master Fee Schedule-showing modification comparisons to the prior Schedule approved in June, 2012;
- The proposed, modified "clean" Master Fee Schedule.

Attachment No. 1

TRACY

Think Inside the Triangle™

City of Tracy

Master Fee Schedule

Adopted by City Council Resolution No. 2012-101, May 17, 2011

Amended by Resolution No. 2012-111, June 5, 2012
Amended by Resolution No. 2013-047, April 2, 2013
Amended by Resolution No. _____ June 4, 2013

Effective June 5, 2013, with the exception of Development Services which will be effective August 6, 2013 due to revised Conditional Use Permit fees

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Introduction

The City of Tracy Master Fee Schedule is a compilation of most of the fees charged by the City for services. It is organized by Department and does not include the following types of fees:

- development impact fees adopted under the Mitigation Fee Act;
- mitigation fees (ie habitat mitigation, agricultural mitigation fees);
- business license fees (taxes);
- enterprise fund charges (water, sewer, storm water, airport, transit);
- fees adopted under franchise agreements (cable franchise under TMC Chapter 8.10; franchise contractor for collection of solid waste, yard waste and recycling under TMC Chapter 5.20);
- landscape maintenance district assessments;
- fines (imposed as penalties);
- leases of City property; and
- rates established by separate agreements (ie Tracy Unified School District).

The Master Fee Schedule will generally be updated annually, and most fees will increase by a cost-of-living adjustment (CPI) rounded to the nearest dollar. The fees which are updated by some other method are indicated as such.

Public services may be classified as community-supported public services, such as police and fire services. These are typically provided to the community as a whole and are supported by general tax dollars from the City's general fund.

Personal choice services are optional, such as taking a class, and are requested by the customer.

Property development services (requiring a building permit or land use entitlement) is done at the request, and for the benefit, of the owner. Fees are usually charged for these types of services, though some may be subsidized with general tax dollars when they have some social, safety, or welfare benefit.

City Staff whom worked to update this Master Fee Schedule include the following representatives from each Department:

Administrative Services, Finance Division	Anne Bell
City Attorney's Office	Judith Robbins
City Clerk'S Department	Sandra Edwards
City Manager's Department	Linda Bower
City Manager's Department, Cultural Arts Division	Jeffrey Haskett
City Manager's Department, Recreation Division	Kim Scarlata
City Manager's Department, Theater Division	William Wilson
Development Services, Engineering Division	Kuldeep Sharma
Development Services, Planning Division	William Dean
Fire Department, Fire Administration Division	David Bramell
Police Department, Support Operations Division	Lani Smith
Public Works Department, Community Facilities Division	Vanessa Carrera

~~FINANCE AND~~ ADMINISTRATIVE SERVICES DEPARTMENT

~~Finance and~~ Administrative Services Department
Finance Division

Department Contact: ~~Linda Moniz, Accounting Technician~~ Anne Bell, Mgt. Analyst II

SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
Fire Sprinkler Charges		Reso.2012-111
(Water Access/Availability)		~~Reso 95-018~~
2" line	$5	
4" line	$10	
6" line	$21	
8" line	$31	
10" line	$41	
12" line	$52	
Business Licenses:		~~Reso. 95-018~~
• State disability access fee	$1 /application or renewal	GC §4467
Note re: Other Business License Fees:		
• Business license fee amounts are established by ordinance, at TMC Chapter 6.04.		TMC6.04.130
• Transfer, assignment or duplication fee	$5 /duplication	TMC6.04.130
• [1] Penalty of 10% of business tax for delinquent taxes, not to exceed 50% 6.04.170.		TMC 6.04.170

Note: Business Licenses:

- Business license fee amounts are established by ordinance, at TMC Chapter 6.04.
- [1] For failure to pay a business tax

Note: Transient Occupancy Tax

- Established by ordinance as 10% of rent, at TMC 8.48.230.

Latest Fee Study or Staff Report Explanation:

- City Council Resolution No. 2012-243 and assoicated staff report.
- City Council Resolution No. 2011-101 and associated staff report.
- 2003 Cost of Services Study Update, prepared by Finance Department. (See City Council Resolution No. 2003-059). Relates to water delinquencies, business licenses and returned checks.
- 1998 Cost of Service Study.
- City Council Resolution 95-018 and associated staff report.

Legend:

* Not subject to CPI adjustment	CBC - CA Building Code	CFR - Code of Federal Regulations	B & P - CA Bus. & Professions Code
TMC - Tracy Municipal Code	PC - Penal Code	DOJ - CA Department of Justice	CCR - CA Code of Regulations
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Administrative Services Department
Human Resources Division

Department Contact: Midori Dearborn, Senior Human Resources Analyst

There are no Human Resources Division Fees.

Administrative Services Department
Information Technology Division

Department Contact: Matt Engen, Manager

There are no Information Technology Division Fees.

CITY-WIDE FEES

CITY CLERK & CITY MANAGER'S DEPARTMENTS

City-Wide Fees
City Clerk and City Manager's Departments

Department Contact: Maria Hurtado, Assistant City Manager
~~Carole Fleischmann, Assistant~~ **Sandra Edwards, City Clerk**

SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
		TMC §3.36.010
Annual Subscriptions (City Council, Planning Commission)		GC §6253
Agendas	$36 / month $2 / disc / agenda	Reso. 2007-258
Minutes*	$0.15 / page	GC §6253
Appeals		
To City Council To City Manager	$155 $155	TMC §1.12.020(B)(2) TMC §1.12.010(D)(2)
By Impartial Hearing Officer	May be shared equally by parties	TMC §1.12.030
Document Certification	$15 / document b	~~Reso. 2003-059~~
Photocopies		
Paper Copy * Oversized Copy	~~$0.10 / page~~ $0.15 ~~/ page for agenda items~~ At cost	GC §6253 ~~Reso. 2007-258~~
Maps *	At cost	GC §6253
Duplicating Recording of Public Meeting: Video or Audio DVD of Council Meeting	 At cost $2	 ~~Reso. 2007-258~~
Notary Fee *	$10	GC §8211
Palmistry License Fee (through Police Dept) New Renewal	 $567 $360	TMC §4.12.190

Latest Fee Study or Staff Report Explanation:

- City Council Resolution No. ~~2011-101~~ 2012-111 and accompanying staff report.
- Updated Council Policies and Procedures, City Council Resolution No. 2007-258.
- Resolution No. 2003-059 and accompanying staff report.
- [b] 1998 Cost of Service Study, and 2003 Cost of Services Update, prepared by Finance Department. (City Council Resolution No. 2003-059).

Legend:

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City Manager's Department
Grand Theatre\Cultural Arts DivisionS

Division Contact: ~~Department Contact: Maria Hurtado, Assistant City Manager~~
Kim Scarlata, Recreation Manager
Jeffrey Haskett, Theater Manager
William Wilson, Gallery Supervisor, Cultural Arts

* Fees are set by this Department annually and are not subject to automatic CPI adjustments.

SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
		TMC §3.36.010
DEPOSITS		
Grand Theatre (Refundable)	$500	
Studio Theatre	$250	
Movement Theatre	$100	
Art Studio	$100	
Art Studio 2	$100	
Children's Art Studio	$100	
Music Rooms 1-1	$100	

ETK THEATRE

Note:

Grand Theatre base rental is 8 hours and includes: 1 staff technician and 1 front-of-house supervisor.

Prime time is Friday through Sunday. Percentage payment is based on gross receipts. Fee is either minimum or percentage, whichever is greater.

	Non-profit	Commercial	
Prime Time Rental: Performance			
First 8 hours	$574 or 10%	$1,722 or 15%	
Each Additional Hour	$100	$300	
Prime Time Rental: Rehearsal			
First 8 hours	$574	$1,722	
Each Additional Hour	$100	$300	
Non-Prime Time Rental: Performance			
First 8 hours	$287	$750	
Each Additional Hour	$100	$300	
Non-Prime Time Rental: Rehearsal			
First 8 hours	$143	$375	
Each Additional Hour	$100	$300	
Prime Time Resident Company Rental: Performance or Rehearsal	$460 / 8 hours	Not Applicable	
Non-Prime Time Resident Company Rental: Performance	$230 / 8 hours	Not Applicable	
Non-Prime Time Resident Company Rental: Rehearsal	$115 / 8 hours	Not Applicable	

Legend:

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SERVICE OR APPLICATION	CURRENT FEE		LEGAL AUTHORITY
STUDIO THEATRE			**TMC §3.36.010**
Note: Prime time is Friday through Sunday. Percentage payment is based on gross receipts. Fee is either minimum of percentage, whichever is greater.			
	Non-profit	**Commercial**	
Prime Time Rental: Performance			
First 5 Hours	$110 or 10%	$330 or 15%	
Each Additional Hour	$60	$180	
Prime Time Rental: Rehearsal			
First 5 Hours	$110	$330	
Each Additional Hour	$60	$180	
Non-Prime Time Rental: Performance			
First 5 Hours	$80	$330 or 15%	
Each Additional Hour	$60	$180	
Non-Prime Time Rental: Rehearsal			
First 5 Hours	$80	$330	
Each Additional Hour	$60	$180	
Meeting	$225 / 2 hrs		
Each Additional Hour	$40	$115	
Prime Time Resident Company Rental - Performance or Rehearsal	$88 / 5 hrs	Not Applicable	
Non-Prime Time Resident Company Rental - *Performance*	$64 / 5 hrs	Not Applicable	
Non-Prime Time Resident Company Rental - *Rehearsal*	$64 / 5 hours	Not Applicable	
DANCE STUDIO, ART STUDIO I AND II, AND CHIDREN'S ART STUDIO			
Class/Meeting or Studio Theatre			
First 2 Hours	$75	$225	
Each Additional Hour	$40	$115	
ART PARTIES			
First 2 Hours	$50	$150	
Each Additional Hour	$35	$75	
Materials Fee (activity dependent	$5 - $25 / person		
LARGE MUSIC ROOM (Includes Any Room Set Up & Tear Down)			
Class/Meeting			
First 2 Hours	$25	$100	
Each Additional Hour	$35	$125	
MUSIC ROOM (Includes any room set up and tear down)			
Class (medium) or			
First 2 Hours	$25	$100	
Practice & Each Additional Hour	$35	$125	

Legend:

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SERVICE OR APPLICATION	CURRENT FEE		LEGAL AUTHORITY TMC §3.36.010
	Non-profit	Commercial	
GRAND GALLERIES	$75 /2 hrs	$225 /2 hrs	
Each Additional Hour	$50	$150	
LOBBY AREAS			
Upstairs	$250 /4 hrs	$500 /4 hrs	
Downstairs	$200 /4 hrs	$400 /4 hrs	
OLD TOWN HALL & JAIL			
Weekday (Mon 8am – Fri 6 pm)	$40 /2 hrs	$60 /2 hrs	
Weekend (Fri 6 pm – Mon 8 am)	$50 /2 hrs	$100 /2 hrs	
2ND FLOOR ARTS OFFICE			
Weekday (Mon 8am – Fri 6 pm)	$30 /2 hrs	Not Available	
Weekend (Fri 6 pm – Mon 8 am)	$40 /2 hrs		
(LOGGIA)			
May only be rented as part of another rental			
Reception (hourly rate)	$50	$150	
BOX OFFICE SERVICES			
Per Performance	$100	$300	
Per Ticket Charge to Patron	$3		
General Admission Per Ticket to P	$1		
Marquee Listing	$50 / day	$100 / day	
MISCELLANEOUS RENTALS			
Grand Piano	$900 / use		
Baby Grand Piano	$500 / use		
Piano Tuning at Renter's Expense	$150 each		
Installation/Removal of Floor for (	$250 / use		
Wireless Microphones	$25 / day		
Microphone Stands	$0 / use		
Follow Spot	$350 / use		
Video Projector	$100 / day		
Laptop Computer	$50 / use		
Screen	$30 / use	$90 / use	
LCD Projector per Day/Event	$0 / use		
Marquee Sign Listing	$100 / use		

Legend:

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
LABOR FEES		TMC §3.36.010
Technical Theatre Supervisor	$56 / hr	
Theatre Technicians	$40 / hr	
General Stagehands	$20 / hr	
Follow Spot Operator	$15 / hr	
Merchandise Sales Person	$15 / hr	
Gallery Supervisor	$40 / hr	
Gallery Docents	$15r / hr	
Arts Education Instructor	$25 / hr	
Recreation Leader	$15 / hr	
ADDITIONAL FEES		
Janitorial Fees	$150 / day	
Season Discount/Reward Card	$20 / year	
Large Format Printing (posters, signs)	$2 / Sq Ft	
SERVICE OR APPLICATION	**CURRENT FEE**	**LEGAL AUTHORITY**
Ceramics		TMC §3.36.010; Reso. 2007-232
Building Example Classes: Wheel Throwing, Hand Building, Molding	**$50-$300**	
Firing Example Classes: Kiln Loading, Firing Tecniques	**$40-$300**	
Glazing Example Classes: Glazing & Finishing	**$20-$300**	
Workshops Workshop Example: Artist Talks and Demonstrations	**$10-$300**	
Dance		
Children's Classical Example Classes: Ballet, Lyrical	**$30-$150**	
Children's Modern Example Classes: Jazz, Hip-Hop, Tap, Creative Dance	**$30-$150**	
Children's Workshops	**$10-$200**	
Adult Classical Example Classes: Ballet, Lyrical	**$30-$150**	
Adult Modern Example Classes: Hip-Hop, Tap, Jazz	**$30-$150**	
Adult Ballroom Example Classes: Swing, Salsa, Waltz	**$30-$150**	
Adult Workshops	**$10-$300**	
Drama		
Acting Technique Example Classes: Improvisation, Beginning Acting	**$40-$250**	
Technical Theater Example Classes: Set Building, Lighting/ Audio	**$40-$250**	
Performance Example Classes: Musical Theater, Scene Study	**$40-$250**	
Workshops Example Workshops: Audtion Workshops, Theater Camps	**$10-$300**	

Legend:

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
Music		TMC §3.36.010; Reso. 2007-232
Perucssion Example Classes: Drumming, Muisc & Rhythm	$50-$200	
Strings Example Classes: Guitar, Violin	$50-$200	
Horns Example Classes: Trumpet, Saxophone, Clarinet	$50-$200	
Keyboard Example Classes: Piano, Group Keyboarding	$50-$200	
Voice Example: Group & Private Voice	$50-$200	
Music Methodologies Example: Music Theory, Music History	$50-$200	
Workshops Example: Music PR, Breaking into the Music Business	$10-$300	
Visual Arts		
Children's Drawing Example Classes: Pre-School Drawing, Cartooning	$40-$120	
Children's Painting Example Classes: Acrylic & Watercolor Painting	$40-$120	
Children's Design Example Classes: Color and Light, Graphic Design	$40-$150	
Children's Mixed Media Example Classes: Print Making, Storybook Building	$40-150	
Children's Workshops Example Workshops: Cartoon Workshop, Fused Glass Making	$10-$250	
Adult Drawing Example Classes: Landscape, Figure, Still Life Drawing	$40-$300	
Adult Painting Example Classes: Acyrlic, Oil, and Watercolor Painting	$40-$300	
Adult Design Example Classes: Graphic Design, Fashion Design	$40-$300	
Adult Mixed Media Example Classes: Apparel Construction, Weaving, Sculpting	$40-$300	
Adult Workshops Example Workshops: Art History, Artist Talks and Demonstrations	$10-$300	
Performance Admission Fees	~~$15/Person Minimum; $100/Person Maximum~~ **Cost to City Based on Performer**	

Latest Fee Study or Staff Report Explanation:

- City Council Resolution No. 2007-232 and associated staff report.

Legend:

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PRC - CA Public Resources Code	CFC - CA Fire Code	**FAC - CA Food & Agriculture Code**	

City Manager's Department
Recreation Division

Division Contact: Kim Scarlata, ~~Community Services Supervisor~~ Recreation Manager

* Fees are set by this Department annually and are not subject to automatic CPI adjustments.

SERVICE OR APPLICATION	CURRENT FEE			LEGAL AUTHORITY
ADMINISTRATION FEES/CHARGES/SERVICES				**TMC §3.36.010**
Advertising Fee for Activity Guide*				
Full page, back cover	$1,000			
Full page, inside back cover	$500			
½ page, inside	$350			
¼ page, inside	$200			
*Applied to advertising in City's Activity Guide publications				
Insurance Processing Fee*	$35 / transaction			
*Fee for public purchase of event Insurance				
Program Transaction Fee*	$5 / transaction			
*Applied to withdrawal, refund, credit or transfer				
Facility Rental Application Processing	$35 / transaction			
Early Registration Discount*	(10) / registration			
Online Registration Discount *	(10) / registration			
Sibling Registration Discount*	**10% ~~-10~~ / registration**			
Range of Fee Increase for Contract Classes* *To be used based on staff's assessment of need, and negotiations with	20% / registration			
CURRENT SPECIAL INTEREST (CONTRACTOR) CLASSES				
Baby Sitter Training	$85/Non-Res	$77/Res	/2-day session	
Cardio Kick Boxing	$55/Non-Res	$50/Res	/6-week session	
Cheer Prep	$50/Non-Res	$45/Res	/4-week session	
Cheer-Preschool	$50/Non-Res	$45/Res	/4-week session	
~~Cheer Tumbling Camps~~	~~$113/Non-Res~~	~~$103/Res~~	~~/per week~~	
Classic Gym-Preschoolers	$53/Non-Res	$48/Res	/4-week session	
Classic Gym-Youth	$57/Non-Res	$52/Res	/4-week session	
CPR/FA	$55/Non-Res	$50/Res	/1-day session	
Dog Obedience-Advanced	**$105~~$102~~/Non-Res**	$95/Res	/7-week session	
Dog Obedience-Basic	$127/Non-Res	$115/Res	/7-week session	
Golf Lessons-Adult	$66/Non-Res	$60/Res	/4-week session	
Gymnastic Camps	$66/Non-Res	$60/Res	/per week	
Just 4 Kicks-Preschool	$79/Non-Res	$72/Res	/8-week session	
Just 4 Kicks-Youth	$79/Non-Res	$72/Res	/8-week session	
~~KidSAFE~~	~~$73/Non-Res~~	~~$66/Res~~	~~/6-week session~~	
KidSAFE	$99/Non-Res	$90/Res	/10 ~~12~~-week session	
LEGO Camp (Half Day)	$189/Non-Res	**$172 ~~$182~~/Res**	/per week	
Mad Science (Half Day)	$185/Non-Res	/$169/Res	/per week	
Preschool AM	$193/Non-Res	$175/Res	/per calendar month	
Preschool PM	$418/Non-Res	$380/Res	/per calendar month	

Legend:

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TMC - Tracy Municipal Code	PC - Penal Code	DOJ - CA Department of Justice	Res - Resident; Non-Res, Non-resident
GC - CA Government Code	VC - Vehicle Code	H&S - CA Health and Safety Code	SF Ft - Square Feet
PRC - CA Public Resources Code	CFC - CA Fire Code	**FAC - CA Food & Agriculture Code**	hr(s) - hour(s)

SERVICE OR APPLICATION	CURRENT FEE			LEGAL AUTHORITY
CURRENT SPECIAL INTEREST (CONTRACTOR) CLASSES, CONTINUED				**TMC §3.36.010**
Safety Club	$21/Non-Res	$18/Res	/1-day workshop	
SNAP Summer Day Camp	$55/Non-Res	$50/Res	/per week	
SNAP After School Program	$28/Non-Res	$25/Res	/per week	
Tennis-Adult	$55/Non-Res	$50/Res	/4-week session	
Tennis-Tiny Tots	$48/Non-Res	$44/Res	/4-week session	
Tennis-Youth	$55/Non-Res	$50/Res	/4-week session	
Tracy Online Learning	$97/Non-Res	$88/Res	/6-week session	
Yoga-Adults	**~~$35~~$48/Non-Res**	**~~$32~~$44/Res**	/4-week session	
Yoga-Seniors	$33/Non-Res	$30/Res	/per calendar month	
Action Gymnastics	$83/Non-Res	$75/Res	/8-week session	
Action Gymnastics Parent/Tot	$28/Non-Res	$25/Res	/4-week session	
Action Gymnastics Parent/Tot Ad	$33/Non-Res	$30/Res	/4-week session	
Zumba 10-day Pass	$88/Non-Res	$80/Res	/10-day pass	
Zumba 20-day Pass	$165/Non-Res	$150/Res	/20-day pass	
Zumba Drop In	$13/Non-Res	$10/Res	/per drop in	
~~**Future Sportz Stars**~~	~~**$73/Non-Res**~~	~~**$66/Res**~~	~~**/6-week session**~~	
~~**Let's Get Cookin'**~~	~~**$44-$33/Non-Res**~~	~~**$40-$30/Res**~~	~~**/1-day workshop**~~	
Tai Chi	$44/Non-Res	$40/Res	/6-week session	
Tiny Tots Hooked on Books	~~**$53-$54/Non-Res**~~	**~~$48~~$49/Res**	/4-week session	
Basic Gardening	$28/Non-Res	$25/Res	/4-week session	
Bowling for Beginners	$99/Non-Res	$90/Res	6-week session	
Camps-Biology Camp	$220/Non-Res	$200/Res	/per week	
Camps-Build a Robot	$198/Non-Res	$180/Res	/per week	
Camps-Chess	$59/Non-Res	$54/Res	/3-week session	
Camps-Eagal Lakes	$94/Non-Res	$85/Res	/3-day session	
Camps-Kidsafe	$99/Non-Res	$90/Res	/3-week session	
Computer Tech Camp	$204-$149/Non-Re	$185-135/Res	/5-day session	
Fly Fishing	$33/Non-Res	$30/Res	/1-day workshop	
Just 4 Hoops	$59/Non-Res	$54/Res	/6-week session	
Just 4 Kicks Camps Preschoolers	$94/Non-Res	$85/Res	/5-day session	
Just 4 Kicks Camps Youth	$110/Non-Res	$100/Res	/5-day session	
Kindergarten Tutoring	$63/Non-Res	$57/Res	/4-week session	
Tae Kwon Do Tots	$47/Non-Res	$43/Res	/4-week session	
Tennis Camp Preschoolers	$50/Non-Res	$45/Res	/1-week session	
Tennis Camp Youths	$55/Non-Res	$50/Res	/1-week session	
SERVICE OR APPLICATION	**CURRENT FEE**			**LEGAL AUTHORITY**
NEW SPECIAL INTEREST (CONTRACTOR) CLASSES				**Parks Com. Apprvl. 2/07/13**
Adventure Thursdays Field Trip	$65/Non-Res	$59/Res	/per trip	
Arthritis Foundation Tai Chi	$64/Non-Res	$58/Res	/8-day session	
Athletic Perfection - Play Date	$23/Non-Res	$20/Res	/1-day session	
Athlete in You	$50/Non-Res	$45/Res	/4-week session	
Camps - Fencing	$220/Non-Res	$200/Res	/per week	
Camp - Flag Football	$165/Non-Res	$150/Res	/per week	
Camps - Skyhawks Basketball	$54/Non-Res	$49/Res	/4-sessions	
Camps -Skyhawks Baseball	$54/Non-Res	$49/Res	/4-sessions	
Camps - Skyhawks Sports	$164/Non-Res	$149/Res	/per week	
Camps - Tennis	$165/Non-Res	$150/Res	/per week	
Classic Gym - Open Gym	$3		/per drop-in	
Classic Gym - Crafty Time	$72/Non-Res	$65/Res	/4-week session	
Classic Gym - School's Out Party	$20		/per drop-in	
Fencing for Beginners	$99/Non-Res	$90/Res	/4-week session	
Get Up & Moving Fitness	$66-$220/Non-Res	$60-$200/Res	/4, 10, 20-day passes	
Leaders in Training: Jr Rec Leaders	$83/Non-Res	$75/Res	/2-day session	
Tai Chi Arthritis Foundation	$70/Non-Res	$64/Res	/6-sessions	
Tennis - Cardio Workshop	$28/Non-Res	$25/Res	/1-day workshop	
Workshop Series for Adults	$8/Non-Res	$5/Res	/1-day workshop	
Yoga - Adults	$83/Non-Res	$75/Res	/10-day pass	

Legend:

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
YOUTH & TEENS		**TMC §3.36.010**
BBQ and Game Day	$3 / person	
Teen Swim Events	$5 / person	
Teen Events		
Minimum	$5 / person	
Maximum	$20 / person	
Girls Retreat	$10 / person	
Teen Camps	$77/Non-Res/week $70/Res/week	
Teen Chill Out Night (Movie & Popcorn)	$3 / person	
Extreme Sports Day (competition registration)	$10 / person	
Fashion Show	$10 / person	
Ski/Snowboard Trip	$90 / lift ticket only $125 /rental & lift ticket $125 /rentals, lift & lesson $55 / transportation only $5 / helmet rental	
S.A.F.E. (Teen After School Program) **Minimum:** **Maximum:**	$50 / membership/school yr $100 / membership/school yr $0 / drop-in for members $5 / scrapbooking class $5 / cooking class	
*Fee ranges based on direct costs		
MCYSN		
Mobile recreation (Roll'n Rec)	$0 / person	
YOUTH DEVELOPMENT		
ROC (Recreation on Campus After School)*		
*Fee ranges based on direct costs		
Minimum	$180 / regular-per month	
Maximum	$240 / regular-per month	
ROC (Recreation on Campus After School)*		
*Fee ranges based on direct costs		
Minimum	$15 / daily-per day	
Maximum	$24 / daily-per day	
ROC (Recreation on Campus After School)*		
*Fee ranges based on direct costs		
Minimum	$105 / hourly-per month	
Maximum	$144 / hourly-per month	
Summer Camp (Full Day) 7am-6pm*		
*Fee ranges based on direct costs		
Minimum	$140 / week	
Maximum	$192 / week	
Summer Camp Extended Care Fees (7am-9am, 3pm-6pm)	$35 / week	
Summer Camp 9am-3pm ONLY*	$150 / week	
*Fee ranges based on direct costs		
Summer Camp (Half Day) 9am-12pm or 1pm-4pm*		
*Fee ranges based on direct costs		
Minimum	$65 / week	
Maximum	$90 / week	
SENIORS		
Senior Health & Wellness		
Wii Jubilee Fitness	$0 / class	
Virtues	$0 / class	
Power Walk	$0 / class	
Cardio and Core	$1 / class	
Cardio and Stretch	$1 / class	

Legend:

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SERVICE OR APPLICATION	CURRENT FEE		LEGAL AUTHORITY
SENIORS, Senior Health and Wellness, Continued			**TMC §3.36.010**
Tone Your Body	$1	/ class	
Abs, Backs and Gluts	$1	/ class	
Cardio Drill	$1	/ class	
25 Visit - Senior Fitness Pass	$20	/ card	
Tai Chi (New)	$44/Non-Res	$40/Res	
Senior Arts & Music			
Senior Idol	$0	/ class	
Wood Carving	$0	/ class	
Arts & Craft Class	$0	/ class	
Arts & Craft Project	$5	/ project	
Painting	$0	/ class	
Scrapbooking	$0	/ class	
Sewing	$0	/ class	
Beading	$7	/ month	
Card Making	$2	/ class	
Tap Dancing	$2	/ class	
Line Dancing	$2	/ class	
Country Jams	$2	/ class	
Senior Recreation			
Tea Social	$0	/ class	
Bingo	$0	/ class	
Social Recreation Programs	$0	/ class	
Table Games	$0	/ class	
Senior Special Events			
Minimum	$5	/ event	
Maximum	$20	/ event	
Booth for Special Events	$25	/ event	
St. Patty's Day & Oktoberfest Lunch	$5	/ person	
Dances	$5	/ person	
Fashion Show	$0	/ class	
SNAP Friday Night Dance	$0	/ class	
20 Visit Drop-In Activities Card	$20	/ card	
Senior Trips			
Golden Agers Bus Trips	$33/Non-Res	$30/Res	
Senior Social Services			
Lunch Program	$0	/ month	
AARP Programs	$0	/ month	
Other Services	$0	/ month	
Clubs	$0	/ month	
ATHLETICS			
Adult Sports			
Adult Slow Pitch Leagues*			
Minimum	$280	/ team	
Maximum	$520	/ team	
*League fees pending format, number of games & srvcs			
Adult/Youth Fast Pitch Leagues*			
Minimum	$450	/ team	
Maximum	$600	/ team	
*League fees pending format, number of games & srvcs			
Adult/Youth Softball Tournament*			
Minimum	$250	/ team	
Maximum	$500	/ team	
*Tournaments vary based on type of tournament and awards provided			

Legend:

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SERVICE OR APPLICATION	CURRENT FEE			LEGAL AUTHORITY
ATHLETICS				**TMC §3.36.010**
Adult Sports, Continued				
Adult Softball Protest Fee	$25	Per Protest		
Adult Flag Football League Minimum Maximum *League fees pending format, number of games & services	 $400 $600	 / team / team		
Youth Sports				
Youth Basketball League (Youth Hoops) Minimum Maximum	Per Non-Res Player $75 $85	Per Res Player $75 $80		
Jr. Giants Youth Baseball (Free Program)	$0	/ player		
Youth Sports Camps Minimum Maximum	Per Non-Res Player $60 $88	Per Res Player $60 $80		
Flag Football League **Minimum** **Maximum**	**Per Non-Res Player** **$75** **$99**	**Per Res Player** **$75** **$90**		
AQUATICS				
General Recreation Swim				
Individual Entrance Fee	$2	/ person		
10-Visit Pass	~~15~~ $25	/ pass		
Swim Lessons				
Parent/Tot	$55	/ parent/tot		
Learn To Swim*				
Minimum	$29/Non-Res	$26/Res/team		
Maximum	**$66~~$60~~/Non-Res**	**$60~~$55~~/Res**	2 week session	
*Fees vary based on number of instruction days				
Water Aerobics				
Drop-In	$4	/ person		
10-Visit Pass	$30	/ pass		
Lap Swimming				
Individual Entrance Fee	$3	/ person		
10-Visit Pass	$25	/ pass		
Other Classes/Programs				
Introduction to Lifesaving	$60/Non-Res	$55/Res	2 week session	
Swim Camp	$80/Non-Res	$75/Res	2 week session	
Diving	$60/Non-Res	$55/Res	2 week session	
Basic Water Polo	$60/Non-Res	$55/Res	2 week session	
Lifeguard Training	**$253~~$225~~/Non-Res**	**$230~~$220~~/Res**	1 week session	
Private Swim Lesson (one ½-hour session)	$105/Non-Res	$100/Res	2 week session	
Discover SCUBA	**$18/Non-Res**	**$15/Res**		

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SERVICE OR APPLICATION	CURRENT FEE		LEGAL AUTHORITY
SPECIAL EVENTS			**TMC §3.36.010**
Event Ticket			
Minimum	$18	/ person	
Maximum	$30	/ person	
Event Booth Fee			
Minimum	$25	/ booth	
Maximum	$75	/ booth	
NEW SPECIAL INTEREST CLASSES			
~~Books Over TV~~	~~$83/Non-Res~~	~~$75/Res~~	
~~Books Over TV~~	~~$55/Non-Res~~	~~$50/Res~~	
~~Busy Bees~~	~~$63/Non-Res~~	~~$57/Res~~	
~~Creative Corner~~	~~$165/Non-Res~~	~~$150/Res~~	
~~Creative Corner~~	~~$110/Non-Res~~	~~$100/Res~~	
~~Disc Golf~~	~~$8/Non-Res~~	~~$5/Res~~	
~~Eat Fit Series~~	~~$28/Non-Res~~	~~$25/Res~~	
~~ESL For Adults~~	~~$28/Non-Res~~	~~$25/Res~~	
~~Future Sportz Starz~~	~~$73/Non-Res~~	~~$66/Res~~	
~~Future Sportz Starz~~	~~$73/Non-Res~~	~~$66/Res~~	
~~Kids Storytelling~~	~~$83/Non-Res~~	~~$75/Res~~	
~~Kids Storytelling~~	~~$55/Non-Res~~	~~$50/Res~~	
~~Li'l Baseball~~	~~$158/Non-Res~~	~~$144/Res~~	
~~Li'l Baseball Camp~~	~~$109/Non-Res~~	~~$99/Res~~	
~~Run To Be Fit~~	~~$76/Non-Res~~	~~$69/Res~~	

Latest Fee Study or Staff Report Explanation:

- City Council Resolution No. 2011-101 and accompanying staff report.
- City of Tracy Parks and Community Services Department, General Fund, Cost of Services Study Findings, June, 2008, prepared by MGT of America, Inc.

Legend:

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DEVELOPMENT SERVICES DEPARMENT

Note: The DS Department fees in this Schedule do not include:

- *development impact fees adopted under the Mitigation Fee Act;*
- *mitigation fees (ie habitat mitigation, agricultural mitigation fees);*
- *fees adopted by separate agreement with a developer.*

Development ~~and Engineering~~ Services Department
Building Safety and Fire Prevention Division

Department Contact: William Dean, Assistant Director of Development and Engineering Services
Kevin Jorgensen, Chief Building Official and Acting Fire Marshal

Note: Whenever called for, employee hourly rates are based on the particular employee position, salary, benefits & overhead.

Building Safety

SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
Building Permit Fee (Based upon project value, as determined by building valuation data table, with regional modifiers, as most recently published in the "Building Safety Journal".) **Electrical Permit** **Mechanical Permit** **Plumbing Permit**	Amount established by 1997 Uniform Administrative Code, Tables 3-A through 3-D and §304	GC §66014, H&S §17951, Uniform Adm Code Section 304 & Table 3A-D. TMC §9.02.030, 9.08.080, CFR Title 24
Investigation Fee (when work was begun without permit)	Equal to amount of permit fee, in addition to permit	1997 UAC §304.5.2
Title 24 Energy Inspection (including Photovoltaic Systems)	**Employee hourly rates**	GC §66014, CFR Title 24
Strong Motion Instrumentation Tax (SMI) (CA State fee forwarded quarterly)		PRC §2705
Residential, for first $7,215 in value, plus for each additional $1,000 or portion thereof.	$0.52 / $7,215 plus $0.07 /$1000	
Commercial, for first $7,215 in value, plus for each additional $1,000 or portion thereof.	$1.03 / $7,215 plus $0.15 /$1000	
Elevator Permit Elevator, escalator or moving walk	**~~$92~~ $94 plus ~~$1.65~~ $1.69** for each $1,000 or fraction over $40,000	
Commercial dumbwaiter	**$27 ~~$26~~ plus ~~$1.65~~ $1.69** for each $1,000 or fraction over $10,000	
Electrical Meter Re-Set (City safety inspection before PG&E turns on utilities.)	**~~$56~~ $57**	GC §66014
Bldg./Moving or Oversized Load-Initial insp. fee	**~~$103~~ $105**	TMC §9.32.040
Expedited Plan Check and Inspection Fees	**Employee hourly rates**	TMC §3.36.010

Legend:

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
Micro-Imaging Fees: **[1](+ 2% of invoice total for ~~contractor~~ pick-up and delivery):**		Reso. 2005 ~~2006~~-161
▪ 11" x 17" and smaller, black & white or gray scale document with 2" field index	$0.07 each +2%[1]	
▪ anything larger than 11" x 17", black & white or gray scale document with a two field index	**$0.79** ~~0.77~~ each +2%[1]	
▪ 11" x 17" and smaller, color document, with a two-field index	$.13 each +2%[1]	
▪ 18" x 24" color document, with a two-field index	**$0.47** ~~$.46~~ each +2%[1]	
▪ 24" x 36" color document, with a two field index	**$1.37** ~~$1.34~~ each +2%[1]	
Sign Permit	Based on valuation for building and electrical permits	TMC §9.28.050

Fire Prevention

Note: The Chief Building Official and Acting Fire Marshal has the authority to not charge wholly duplicative fees, for example for a construction fire permit and operational fire permit in the same year.

SERVICE OR APPLICATION	CURRENT FEE		LEGAL AUTHORITY
			TMC §3.36.010 and CFC 113
Annual Operational Fire Permit and Inspection Permit fee Inspection fee:	~~$98~~ **plus:**	**$100 /Permit**	CFC 105.6
Type A: amusement buildings; Christmas tree lots; exhibits & trade shows; open burning; pyroxylin plastics; rooftop heliports; haunted houses & corn mazes; pumpkin patches.	Employee Hourly Rate		
Type B: open candles, flames & torches.	~~$41~~	$42	
Type C: covered mall buildings; fire hydrants & valves; liquid or gas-fueled vehicles or equipment in assembly buildings; private fire hydrants.	~~$57~~	$58	
Type D: aviation facilities; cellulose nitrate film; cutting & welding; hot work operations; magnesium; temporary membrane structures, tents & canopies.	~~$82~~	$84	

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SERVICE OR APPLICATION	CURRENT FEE		LEGAL AUTHORITY
Type E: aerosol products; carnivals & fairs; combustible fibers; compressed gasses; dry cleaning plants; fruit & crop ripening; industrial ovens; miscellaneous combustible storage; wood products; floor finishing.	~~$113~~	$116	
Type F: above/below ground fuel storage tank installation, per tank; combustible dust-producing operations; cryogenic fluids; flammable & combustible liquids; LP-gas; organic coatings; places of assembly; repair garages & motor fuel-dispensing facilities; spraying or dipping; storage of scrap tires & tire byproducts; tire-rebuilding plants; fumigation & thermal insecticidal fogging.	~~$170~~	$174	
Type G: above/below ground fuel tank removal, per tank; lumber yards & woodworking plants; refrigeration equipment; production facilities; live audiences.	~~$252~~	$258	
Type H: explosives; hazardous materials; hazardous production material facilities; pyrotechnic/special effects displays; waste handling facilities.	~~$340~~	$348	
Type I: high-piled storage.	~~$505~~	$517	
Construction Fire Permit, Including Plan Check, Review and Inspection			CFC 105.7
Fire sprinkler plan check			
$0 - $5,000	~~$82~~	$84	
$5,001 - $20,000	~~$247~~	$253	
~~$20,000~~ $20,001 +	Fee will be based on employee hourly rate	~~$340~~	
Fire sprinkler inspection			
$0 - $5,000	~~$252~~	$258	
$5,001 - $20,000	~~$469~~	$480	
$20,001 +	Fee will be based on employee hourly rate	~~$850~~	
Alarm plan check			
$0 - ~~$10,000~~ 20,000	~~$340~~	$348	
~~$20,000 +~~ $20,001 +	Fee will be based on employee hourly rate	~~$510~~	
Alarm inspection			
$0 - $20,000	~~$170~~	$174	
~~$20,000 +~~ $20,001+	Fee will be based on employee hourly rate	~~$510~~	
Hood and duct			
Plan check	~~$41~~	$42 /applic.	
Inspection	~~$129~~	$132 /applic.	

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SERVICE OR APPLICATION	CURRENT FEE		LEGAL AUTHORITY
State Mandated Occupancy Inspection			**Title 19, CCR H & S Section 13235**
Pre-inspection request:			
25 or less	~~$51~~	$52	
26 or more	~~$103~~	$105	
Day care, 14 or fewer	~~$129~~	$132	
Day care, more than 14, or Convalescent Home	~~$290~~	$297	
Hydrant System Flow Testing			
Testing	~~$327~~	$335 / test	
Witnessing	~~$113~~	$116 / test	

Latest Fee Study or Staff Report Explanation:

Building:

- City Council Resolution No. 2011-101 and accompanying staff report.
- Resolution No. 2003-267 .
- 1997 Uniform Administrative Code adopted by TMC §9.02.030.

Fire Safety:

- City Council Resolution No. 2011-101 and accompanying staff report.
- 2008 MGT of America, Inc. Fire Department cost of services study. (Note: based on this study, many fees are now set at 50% of actual cost).
- 2003 Cost of Services Study Update, prepared by Finance Dept. (City Council Resolution No. 2003-059.) (See also Feb 18, 2003 staff report).
- 1998 Cost of Service Study, prepared by MSI.

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Development Services Department
Code Enforcement Division

Department Contact: William Dean, Assistant Director of Development ~~and Engineering~~ Services
Ana Contreras, Code Enforcement Officer

The Code Enforcement Division has no fees as such. However, there are various fines and costs of abatement established in the Tracy Municipal Code under the following chapters:

- Administrative Citations and Penalties: TMC Chapter 1.28.
- Public Nuisance Abatement: TMC Chapter 1.32.
- Abandoned Shopping Carts: TMC Chapter 6.24.

Development Services Department
Economic Development Division

Department Contact: Amie Mendes, Analyst

The Economic Development Division has no fees.

established in the Tracy Municipal Code under the following chapters:

Development ~~and Engineering~~ Services Department
Engineering Division

Department Contact: ~~William Dean, Assistant Director of Development Services~~
Kuldeep Sharma, City Engineer
Cris Mina, Senior Civil Engineer

SERVICE OR APPLICATION	CURRENT FEE			LEGAL AUTHORITY
AGREEMENT PROCESSING FEE	$6,442 / agmt			
Inspection improvement agreement				
Subdivision improvement agreement				
Deferred improvement agreement				
Off-site improvement agreement				
Park improvement and reimbursement agreement				
GRADING				TMC §12.12.070
Grading plan check (base amount)	$2,524			
0-10,000 cubic yards (CY)	Base amt.			
10,001-100,000 CY	Base amt. plus	$134	/10,000 CY	
100,001-200,000 CY	Base amt. plus	$114	/10,000 CY	
200,000 + CY Additional	Base amt. plus	$89	/10,000 CY	
Grading permit and inspection				TMC §12.12.070
5 or fewer lots (residential or commercial)	$1,427			
Subdivisions (5 or more lots)	$3,605			
Additional plan review required by multiple changes, additions, revisions after initial review completed.	Hourly personnel costs $100 / hour			
SUBDIVISIONS				
Tentative subdivision map	(See Planning)			TMC §12.12.070; 12.16.060
Vesting tentative subdivision map	(See Planning)			TMC §12.28.050
Final Parcel Map Review	$2,337			
Final Subdivision Map Review	$1,895			TMC §12.12.070
Map amendment review	$1,164			
Certificate of correction	$3,554			TMC §12.28.050
Certificate of compliance – lot line adjustment	$2,781			TMC §12.04.080

Legend:

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
PUBLIC IMPROVEMENTS		
Inspection improvement agreement (SIA, DIA, OIA, PIRA, any amendment)	$6,442	
Plan check (% of improvement constr cost)	5.78%	
Inspection (% of improvement constr cost)	3.50%	
As-builts, review after construction	$31	
Micro-Imaging Fees		Reso 2005 ~~2006~~-161
[1](+ 2% **of invoice total** for ~~**contractor**~~ pick-up and delivery):		
▪ 11" x 17" and smaller, black & white or gray scale document with 2" field index	$0.07 each +2%[1]	
▪ anything larger than 11" x 17", black and white or gray scale document with a two field index	**$0.79** ~~**0.77**~~ each **+2%[1]**	
▪ 11" x 17" and smaller, color document with a two-field index	$0.13 each +2%[1]	
▪ 18" x 24" color document, with a two-field index	**$0.47** ~~**0.46**~~ each **+2%[1]**	
▪ 24" x 36" color document, with a two field index	**$1.37** ~~**1.34**~~ each **+2%[1]**	
SEGREGATON OF ASSESSMEMT (Within any assessment districts)	$41 / lot	
RECORD OF SURVEY	$305	
STREET/EASEMENT ABANDONMENT	$1,483	
ENCROACHMENT PERMIT	$361 plus $15 / Sq Ft or $50 / hr	TMC §7.04.020
Sidewalks, plus whichever is less	$57 plus $15 / Sq Ft or $50 / hr	
Driveways, Curbs, plus whichever is less	$57 plus $50 / hr	
Trees, Utility Boxes/per hour (1 hour minimum)	$57 / permit plus $85 / hr	
Miscellaneous Encroachment Permit, plus hourly rate for inspection and engineering review.	$113	
OVERSIZE LOAD PERMIT		
Single Permit	$16	
Annual or Blanket Permit (fix route)	$93	
BUILDING MOVING OR OVERSIZED LOAD		TMC §9.32.040
Permit fee	$589	
Other	Hourly rate for City personnel	

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
REPRODUCTION, MAP AND DOCUMENT SALES:		
Standard Plans, Standard Specs, and Design Standards	$15	
Parks Manual	$77	
Storm Drainage Master Plans	$21	
Subdivision Maps	$5	
Reproduction Fees	$1.55 / sheet	
CONSTRUCTION WATER METERS		Reso. 2008-063 & 93-130
Deposit for use of City-owned meter	$773	
Service reinstatement fee	$52	
Winter rates per ccf (Nov - Apr)		
(100 cubic feet or 748 gal)		
0 - 12 ccf; 13 - 19 ccf;	$1.03; $1.49	
20 - 191 ccf; 192+ ccf	$1.70; $1.85	
Summer rates per ccf (May - Oct)		
0 - 18 ccf; 19 - 29 ccf	$1.03; $1.49	
30 - 287 ccf; 288+ ccf	$1.70; $1.85	
Monthly service charge	$10 / day + 15% adm fee plus:	
(Meter code and size)		
LL (LIRA) – 1"	$8.96	
WL (LIRA) – varies	$0	
W1 - 5/8" or ¾"	$12.05	
W2 – 1"	$21.01	
W3 – 1 ½"	$48.05	
W4 – 2"	$85.23	
W5 – 3"	$191.84	
W6 – 4"	$341.19	
W7 – 6"	$767.61	
W8 – 8"	$1,364.80	
W9 – 10"	$2,132.51	
NEW ADDRESS MAPPING FEES		Reso. 99-094
Single-family	$66 / lot	Reso. 2002-176
Multi-family projects, plus dwelling unit cost	$66 / lot plus	
In buildings with 5 or more units	$33 / dwelling unit	

Latest Fee Study or Staff Report Explanation:

- City Council Resolution No. 2011-101 and accompanying staff report.
- Resolution No. 2008-063 (regarding water rates for construction water meters).
- Resolution No. 2003-265 and 2003 Cost of Services Study Update, prepared by Finance Dept.
- Resolution No. 2002-176, re mapping fee for multi-family residential.

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Development ~~and Engineering~~ Services Department
Planning Division

Department Contact: William Dean, Assistant Director of Development ~~and Engineering~~ Services

The Planning Division fees represent application processing fees only, and do not reflect capital improvement in-lieu fees, school fees, or any other city or other agency fees or deposits that may be applicable to the proposed project. Regarding building permit fees, plan check fees and inspection fees, see Building Division. Regarding encroachment permit fees, see Engineering Division.

Symbol Key

□ Plus Actual Costs Incurred: including fees for consultant services, environmental documentation filing fees, other agency fees, etc.

• Environmental Assessment Fee not applicable.

SERVICE OR APPLICATION	CURRENT FEE		LEGAL AUTHORITY
PLANNING DIVISION APPLICATION PROCESSING FEES			Generally, TMC §10.08.4150; 12.12.070
Adult Business Use Permit	Cost Recovery Agreement		TMC §10.28.808
Annexation	~~$10,815~~	$11,075	TMC §10.08.4150
Appeal to City Council •	~~$284~~	$291	TMC §10.08.4150
Appeal to Planning Commission •	~~$284~~	$291	TMC §10.08.4150
Conditional Use Permit [a]			TMC §10.08.4270(h)
class A	~~$5,459~~	$5,590	
class B	~~$3,476~~	$3,559	
Conditional Use Permit (Non-Profit Organizations)			TMC §10.08.4270(h)
class A	~~$546~~	$559	
class B	~~$350~~	$358	
Development Review [b]			TMC §10.08.4150
class A	~~$3,914~~	$4,008	
class B	~~$2,781~~	$2,848	

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
ENVIRONMENTAL		CEQA Guidelines §15045 (14 CCR 15045)
Environmental Assessment (charged for all projects not requiring a	~~$103~~ $105	
Environmental Initial Study / Negative Declaration Environment Impact Report	~~$1,463~~ $1,498 Cost Recovery Agreement	
General Plan Amendment	Cost Recovery Agreement	TMC §10.08.4150
Lot Line Adjustment	~~$420~~ $430	TMC §12.04.080; 12.12.070
Micro-Imaging Fees **[1](+ 2% of invoice total for ~~contractor~~ pick-up and delivery):**		~~Reso. 2006-161~~ Reso. 2005-161
▪ 11" x 17" and smaller, black & white or gray scale document with 2" field index	$0.07 each +2%[1]	
▪ anything larger than 11" x 17", black and white or gray scale document with a two field index	~~$.77~~ $0.79 each +2%[1]	
▪ 11" x 17" and smaller, color document, with a two-field index	$0.13 each +2%[1]	
▪ 18" x 24" color document, with a two-field index	~~$.46~~ $0.47 each +2%[1]	
▪ 24" x 36" color document, with a two field index	~~$1.34~~ $1.37 each +2%[1]	
Noise Ordinance Variation	~~$4,120~~ $4,219	TMC §4.12.780(B)(4)
Planned Unit Development	~~$8,086~~ $8,280	TMC §10.08.4150
Planned Unit Development Amendment	~~$4,635~~ $4,746	
Planning Commission Determination	~~$1,035~~ $1,060	TMC §10.08.4150
Residential Growth Allotment •	~~$1,719~~ $1,760	TMC §10.12.070(c); GMO Guidelines §2 G
Sign Permit • Master Sign Program Individual Sign Complying w/MSP All other signs	 ~~$1,042~~ $1,067 ~~$77~~ $79 ~~$470~~ $481	TMC §10.08.4150
Specific Plan Specific Plan Amendment	Cost Recovery Agreement ~~$5,253~~ $5,379	TMC §10.20.040(c)(1); 10.20.080

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SERVICE OR APPLICATION	CURRENT FEE		LEGAL AUTHORITY
Temporary Use Permit •	~~$74~~	$76	TMC §10.08.4240; 10.08.4150
Tentative Map			TMC §12.12.070
Parcel map	~~$7,519~~	$7,699	
5 – 100 lots	~~$10,300~~	$10,547	
100 & over lots	~~$16,068~~	$16,454	
Time Extension •	~~$433~~	$443	TMC §12.12.070 for Subd
Variance	~~$692~~	$709	TMC §10.08.3630; 10.08.4150
Zoning			TMC §10.08.4150
Zone Change	~~$2,627~~	$2,690	
Zone Text Amendment	~~$2,575~~	$2,637	
Zoning Research Letter •	~~$82~~	$84	

[a] **Conditional Use Permit -** Classification by type of project:

	Residential	Commercial	Industrial
Class A:	4+ lots	+3,000 Sq Ft or 4+ lots	+10,000 Sq Ft or 4+ lots
Class B:	1-3 lots	-3,000 Sq Ft or 1-3 lots	-10,000 Sq Ft or 1-2 lots

[b] **Development Review Permit -** Classification by type of project:

	Residential	Commercial	Industrial
Class A:	4+ units	+3,000 Sq Ft	+10,000 Sq Ft
Class B:	1-3 units	-3,000 Sq. Ft.	-10,000 Sq Ft

Latest Fee Study or Staff Report Explanation:

- City Council Resolution No. 2011-101 and accompanying staff report.
- Resolution No. 2003-265, and 2003 Cost of Services Study Update, prepared by Finance Dept.
- City Council Resolution No. 98-373 and 1998 Cost of Services Study and Cost Allocation Plan, prepared by Management Services Institute.

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FIRE DEPARTMENT

Fire Department

Department Contact: ~~Chief Al Nero~~ **David Bramell, Division Chief**

Note: The South County Fire authority has adopted separate fees for areas under its jurisdiction.

SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
Illegal Burn Response	$113 /hr/ engine, with ½ hr min	TMC §3.36.010; CFC
Hazardous Materials Clean-Up	Actual costs for all responding personnel	
Special Event Fire Protection (Stand-by)	Actual costs for all responding personnel	
Weed Abatement	Contract cost + 25% overhead charge	
Fireworks Sales Permit Fee (Including ~~$150~~ initial stand inspection, ~~$25~~ safety seminar, and ~~$50~~ lottery processing.)	~~$232~~ $238	TMC §3.04.040(a)
Public Display of Fireworks (In addition to inspection fee and permit fee specified under Fire Prevention, Annual Operational Fire Inspection and Permit, Inspection Type H.)	Actual costs for fire	TMC §3.04.020

Latest Fee Study or Staff Report Explanation:

- City Council Resolution No. 2011-101 and accompanying staff report.
- 2003 Cost of Services Study Update, prepared by Finance Dept. (City Council Resolution No. 2003-059. See also February 18, 2003 staff report).
- 1998 Cost of Service Study, prepared by MSI.

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POLICE DEPARTMENT

Police Department

Department Contact: ~~Captain John Espinoza~~ Lani Smith, Support Operations Manager

SERVICE OR APPLICATION	CURRENT FEE		LEGAL AUTHORITY
Alarm Permit; False Alarms			
Alarm user permit	~~$21~~	$22	TMC §3.40.060
False alarm costs:			
4th response	~~$31~~	$32	TMC §3.40.150
5th response	~~$57~~	$58	
6th response	~~$72~~	$74	
7th response	~~$82~~	$84	
(plus penalties)			TMC Ch. 1.28
Animal Services			TMC §3.36.010
Animal adoption, plus veterinary services	~~$5~~	$5	TMC §5.08.130(L)
Animal bite	~~$31~~	$32	
Board and care (daily):			
for impounded dogs	~~$15~~	$15	
for impounded cats	~~$12~~	$12	
Cat carrier	~~$5~~	$5	TMC §5.08.130
Cat neuter	~~$52~~	$53	
Cat spay	~~$93~~	$95	
Collar identification	~~$23~~	$24	
Dog neuter	~~$103~~	$105	TMC §5.08.130
Dog spay	~~$155~~	$159	
Impound: 1	~~$21~~	$22	TMC §5.08.130; 5.08.240
Impound: 2	~~$31~~	$32	
Impound: 3+	~~$41~~	$42	
*Impound, additional state fee for unaltered, at large, animals: 1st; 2nd; 3rd	$35; $50 $100		FAC 30804.7
License fee: unaltered dogs	~~$52~~ /yr	$53 /yr	TMC §5.08.130
License fee: altered dogs	$10	$10	
License fee: replacement for lost	$5		
License fee: late	~~$21~~	$22	
Low cost spay/neuter voucher	~~$21~~	$22	
Multiple pet permit application	~~$26~~	$27	TMC §5.08.420
Owner surrender:			TMC §5.08.170; 5.08.180; 5.08.240
Live animal	~~$46~~	$47	
Deceased animal (not at shelter)	~~$21~~	$22	
Rabies vaccination voucher	$16		TMC §5.08.130
Vaccination	$5		TMC §5.08.130
Veterinary costs	At Cost		

Legend:

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
BICYCLES		
License and registration	$6 /3 years	TMC §3.20.060
Renewal	$3 /3 years	TMC §3.20.070
BINGO		
License	~~$52~~ $53	TMC §4.24.050
Renewal	$10	
CARD ROOMS		TMC §4.04.030
License and renewal	~~$26~~ $27	TMC §4.04.050
Dealer/work permit	~~$62~~ plus $63	TMC §4.04.070
Department of Justice Fee	$32 *	
CITATION SIGN-OFF FOR AGENCIES OUTSIDE THE CITY	$15	TMC §3.36.010 GC §2.67.461
CLEARANCE LETTER (for immigration or other clearance plus fingerprint fees)	$15	TMC §3.36.010
CONCEALED WEAPONS		
Permit	~~$3 permit plus~~ $100 20% at application; 80% at permit issuance	PC ~~12054~~ 26150; 26190
Department of Justice Processing Fee - Payable to DOJ	~~$150~~ * $52	
Department of Justice Live Scan Fee	* $95	
Renewal	~~$3 permit plus~~ $25	
Department of Justice Fee - Payable to DOJ	$52 *	
Amended License	$10	
CRIME REPORT COPY	$0.15 /page $0.15 /page bulletin entries $10.00 /report + .15 /page after 25th	TMC §3.36.010
Traffic collision report (for other than victim)		VC 20012
DOJ, FBI AND FINGERPRINT		
DOJ fee *	~~$33~~	PC 11105
DOJ and FBI fee *	~~$53~~ $32-$100	~~PC 11105~~
Fingerprint (City's rolling fee) *	~~$10~~ / request $20	TMC §3.36.010
Fingerprint * (DOJ, depending on nature of request, i.e., concealed weapon, daycare provider, school or parks volunteer, etc)	~~$103 - $148~~	PC ~~12052, 12054~~ 26150
DUI		GC §53150 - 53159; CVC 20012
Accident response and investigation	Actual personnel cost, up to $12,000	
Arrest and report	Actual personnel cost, up to $1,000	
Firearms Sales Permit	$31 plus	PC 12071(a)(F)(7)
Department of Justice fee	$32 *	
Massage Establishment		
New	$77 plus	TMC §4.20.060
Department of Justice fee	DOJ fee $32 *	
Renewal	$26	TMC §4.20.040
Transfer of permit	$77	TMC §4.20.110
Change of location	$26	TMC §4.20.130

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SERVICE OR APPLICATION	CURRENT FEE		LEGAL AUTHORITY
Massage Permit			
New	$26 plus; DOJ fee$32*		TMC §4.20.180
Renewal	$26 plus; DOJ fee$32*		TMC §4.20.160
(Plus fingerprint fees)			DOJ, PC 11105
Registration by state certificate holder	0*		TMC §4.20.155
Palmistry License Fee			
New	~~$567~~	$581	TMC §4.12.190
Renewal	~~$361~~	$370	TMC §4.12.109
Police Photo (reproduction)	~~$0.29~~ /photo	$0.30	TMC §3.36.010
Plus traffic photo processing fee to insurance compan	$44 ~~43~~ +~~$0.29~~ .30/photo		VC 20012
Police Special Services (for school and other semi-public special events)	Actual personnel costs		GC §6257
RESPOSSESSION RELEASE	$15 / vehicle		VC 9255 (3)
SECOND-HAND DEALER/PAWN BROKER			
New or Renewal (Check payable to DOJ)		$300	BP 21642.5
Department of Justice Livescan (for new permits)		$32	PC 11105
Solicitor Permit	$15		TMC §4.12.210; 3.36.010
Taxi Driver			
Permit	$113 plus; DOJ fee $32*		TMC §3.16.030
Renewal	$82		TMC §3.16.040
Background investigation (City fingerprint fee)	$10		TMC §3.16.150
Tow Truck Driver/Attendant			TMC §3.44.140
Permit	$62 plus; DOJ fee $32*		
Renewal	$31		
Vehicle Release	~~$111~~ / vehicle	$114	VC 22850.5(a)
VIN Verification	~~$21~~ / request	$22	TMC §3.36.010
Storage of Firearms	~~$53~~ / firearm, plus	$54	TMC §3.52.050
(per domestic violence protective order)	~~$1.96~~ / day	$2	PC 12021.3(j)

Latest Fee Study or Staff Report Explanation:

- City Council Resolution No. 2013-047 and accompanying staff report.
- City Council Resolution No. 2011-101 and accompanying staff report.
- City Council Res 2009-178, regarding animal services, and accompanying staff report.
- City Council Res 2008-234, regarding storage of firearms.
- City Council Res 2006-209 regarding alarm permits.
- 2003 Cost of Services Study Update, prepared by Finance Department.
  (See City Council Resolution No. 2003-059 re storage of firearms).
- 1998 Cost of Service Study.

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PUBLIC WORKS DEPARTMENT

Public Works Department
Administration, Maintenance, Operations Divisions, and Utilities Divisions

Department Contact: ~~Kevin Tobeck, Director~~ **Rod Buchanan, Interim Director**

Note: This Master Fee Schedule does not include all fees, and excludes the following:

- enterprise fund charges (water, sewer, storm water, airport, and transit);
- fees adopted under franchise agreements (cable franchise under TMC Chapter 8.10; franchise contractor for collection of solid waste, yard waste and recycling under TMC Chapter 5.20);
- fines (imposed as penalties);
- rates established by separate agreements.
- **rates established by special districts**

Public Works Department
Community Facilities Division

Department Contact: **Vanessa Carrera, Management Analyst II**

SERVICE OR APPLICATION	CURRENT FEE		LEGAL AUTHORITY
COMMUNITY CENTER RENTALS			**TMC §3.36.010**
Main Hall (5,300 Sq Ft) **Week Day Only (4 hour minimum)**			
Non-Profit Classification	~~$34~~	$35 /hour	
Private Classification	~~$58~~	$59 /hour	
Commercial Classification	~~$82~~	$84 /hour	
Conference Room A or B (250 Sq Ft) **Week Day Only (2 hour minimum)**			
Non-Profit Classification	$7 /hour		
Private Classification	$11 /hour		
Commercial Classification	$15 /hour		
Entire Facility (6,200 Sq Ft) **(4 hour minimum)**	Week Day/ Hour	Week End/ Hour	
*Non-Profit Classification	~~$38~~ $40	~~$58~~ $59	
Private Classification	~~$67~~ $69	~~$99~~ $101	
Commercial Classification	~~$95~~ $97	~~$141~~ $144	
Deposits **An additional $400 Deposit is required**			
Main Hall	$400 / rental		
Conference Room A or B	$200 / rental		
Entire Facility	$400 / rental		
TRACY SPORTS COMPLEX MEETING ROOM RENTAL			
TSC Meeting Room (700 Sq Ft) **Week Day & Week End (2 hour minimum)**			
Non-Profit Classification	$14 /hour		
Private Classification	$25 /hour		
Commercial Classification	$35 /hour		
Deposits* **An additional $200 Deposit is required**			
Meeting Room	$200 / rental		

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SERVICE OR APPLICATION	CURRENT FEE		LEGAL AUTHORITY
TRACY TRANSIT STATION			**TMC §3.36.010**
Room 103 or 104 (590 Sq Ft)			
(2 hour minimum)	Week Day/Hour	Week End/Hour	
Non-Profit Classification	$18	$27	
Private Classification	$32	$47	
Commercial Classification	$45	$68	
Rooms 103-104 Combined (1,180 sf)			
(2 hour minimum)	Week Day/Hour	Week End/Hour	
Non-Profit Classification	$36	$54	
Private Classification	$63	$95	
Commercial Classification	$90	$135	
Room 105 (913 Sq Ft)			
(2 hour minimum)	Week Day/Hour	Week End/Hour	
Non-Profit Classification	$28	$42	
Private Classification	$49	$74	
Commercial Classification	$70	$105	
Lobby or Patio (1,762 Sq Ft)			
(2 hour minimum)	Week Day/Hour	Week End/Hour	
Non-Profit Classification	$18	$27	
Private Classification	$32	$47	
Commercial Classification	$45	$68	
Entire Facility (4,445 Sq Ft)			
(4 hour minimum)	Week Day/Hour	Week End/Hour	
Non-Profit Classification	$82	$123	
Private Classification	$144	$216	
Commercial Classification	$205	$308	
Deposits			
An additional $400 Deposit is required			
All Rooms	$200	per rental	
TRACY CIVIC CENTER RENTAL			
Council Chambers (3,500 Sq Ft)			
(4 hour minimum)	Week Day/Hour	Week End/Hour	
Non-Profit Classification	$20	$35	
Private Classification	$56	$84	
Commercial Classification	$80	$120	
Conference Room #109 (500 Sq Ft)			
(2 hour minimum)	Week Day/Hour	Week End/Hour	
Non-Profit Classification	$15	$23	
Private Classification	$26	$39	
Commercial Classification	$38	$56	

Legend:

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SERVICE OR APPLICATION	CURRENT FEE		LEGAL AUTHORITY
			TMC §3.36.010
Conference Room #203 (825 sf) (2 hour minimum)	Week Day/Hour	Week End/Hour	
Non-Profit Classification	$25	$38	
Private Classification	$44	$66	
Commercial Classification	$63	$94	
Lobby and Both Conference Rooms (4 hour minimum)	Week Day/Hour	Week End/Hour	
Non-Profit Classification	$40	$60	
Private Classification	$70	$105	
Commercial Classification	$100	$150	
Special Events in Civic Center Park (May through October)			
Full Service Event Coordination	$1,500		
Deposit **An additional $400 Deposit is required for all activities where alcohol is sold**			
Rental Deposit	$400 / rental		
PARK AND PICNIC AREA RENTAL			
Park/Picnic ~ 1 to 50 people (4 hour minimum)			
Non-Profit Classification	$13 /hour		
Private Classification	$23 /hour		
Commercial Classification	$33 /hour		
Park/Picnic ~ 51 to 100 people (4 hour minimum)			
Non-Profit Classification	$19 /hour		
Private Classification	$33 /hour		
Commercial Classification	$48 /hour		
Park/Picnic ~ 101 + people (4 hour minimum)			
Non-Profit Classification	$25 /hour		
Private Classification	$44 /hour		
Commercial Classification	$63 /hour		
Inflatable Structures Administrative Fee All Classifications (new) (applied to all approved "jumpy" requests to accompany a park rental)	$45 / day / structure		
Non-Profit Org ~ $100 Max Non-Profit Classification	$100 / rental		

Legend:

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SERVICE OR APPLICATION	CURRENT FEE			LEGAL AUTHORITY
Deposits	**Per Rental**			**TMC §3.36.010**
Less than 50, traditionally activity	$0 / rental			
50-100; or less than 5 non-traditional	$100 / rental			
101-200 attendees	$200 / rental			
201-300 attendees	$300 / rental			
301 and above attendees	$500 / rental			
PARKING LOT RENTAL **Locations and Availability at City Discretion** **(10 hour maximum)**				
Base Fee	$100, plus:			
Use Fee: Non-Profit Classification	Per Parking Space $2			
Private Classification	$350			
Commercial Classification	$5			
MOBILE STAGE RENTAL	Non-Profit Per Rental		Private Per Rental	
"A" Set Up (36' X 14')	$320		$795	
"B" Set Up (36' x 18')	$500		$2,170	
"C" Set Up (36' x 22')	$570		$2,805	
Deposits				
All Stage Rentals		$400	/ rental	
TENNIS COURT RENTAL				
Rental	Per Hour / Per Court Private	League	Tournament	
Non-Profit Youth Classification	$0	$5	$5	
	$0	$5	$10	
Private Classification	$5	$7	$15	
Commercial Classification	$10	$10	$15	
Lights Fee	Per Hour / Per Court Private	League	Tournament	
Non-Profit Youth Classification	$0	$5	$7	
Non-Profit Adult Classification	$0	$5	$10	
Private Classification	$5	$10	$12	
Commercial Classification	$0	$10	$12	
Deposits Tennis Court Rental Deposit		$50 / day / crt		

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
WEST HIGH SWIMMING POOL RENTALS		**TMC §3.36.010**
Any Size Groups, When Organization Provides Own Lifeguards		
Non-Profit Classification (Half Pool)	$57.75 /hour	
Non-Profit Classification (Full Pool)	$110.50 /hour	
Up to 50 People, Includes 2 Lifeguards		
Non-Profit Classification (Half Pool)	$105 /hour	
Private Classification (Half Pool)	$115 /hour	
Commercial Classification (Half Pool)	$130 /hour	
Non-Profit Classification (Full Pool)	$205 /hour	
Private Classification (Full Pool)	$225 /hour	
Commercial Classification (Full Pool)	$245 /hour	
Up to 75 People, Includes 3 Lifeguards		
Non-Profit Classification (Half Pool)	$120 /hour	
Private Classification (Half Pool)	$130 /hour	
Commercial Classification (Half Pool)	$140 /hour	
Non-Profit Classification (Full Pool)	$235 /hour	
Private Classification (Full Pool)	$255 /hour	
Commercial Classification (Full Pool)	$275 /hour	
Up to 100 People, Includes 4 Lifeguards		
Non-Profit Classification (Half Pool)	$135 /hour	
Private Classification (Half Pool)	$145 /hour	
Commercial Classification (Half Pool)	$155 /hour	
Non-Profit Classification (Full Pool)	$265 /hour	
Private Classification (Full Pool)	$285 /hour	
Commercial Classification (Full Pool)	$305 /hour	
100 to 150 People, Includes 5 Lifeguards		
Non-Profit Classification (Half Pool)	$150 /hour	
Private Classification (Half Pool)	$160 /hour	
Commercial Classification (Half Pool)	$170 /hour	
Non-Profit Classification (Full Pool)	$295 /hour	
Private Classification (Full Pool)	$315 /hour	
Commercial Classification (Full Pool)	$335 /hour	

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
WEST HIGH SWIMMING POOL RENTALS, Continued		**TMC §3.36.010**
Over 150 People, Includes 6 Lifeguards		
Non-Profit Classification (Half Pool)	$165 /hour	
Private Classification (Half Pool)	$175 /hour	
Commercial Classification (Half Pool)	$185 /hour	
Non-Profit Classification (Full Pool)	$325 /hour	
Private Classification (Full Pool)	$345 /hour	
Commercial Classification (Full Pool)	$365 /hour	
Deposits		
All Classifications, All Group Sizes	$100 / rental	
Additional WHS Pool Rental Fees		
Restrooms (for non-pool events)	$40 /hour	
Restrooms (for non-pool events)	$200 / day	
Extra lifeguard (as deemed necessary by staff, based on event)	$15 / hour / lifeguard	
JOE WILSON COMMUNITY POOL RENTALS		
Any Size Groups, When Organization Provides Own Lifeguards		
Non-Profit Classification	$50 /hour	
Up to 50 People, Includes 2 Lifeguards		
Non-Profit Classification	$70 /hour	
Private Classification	$80 /hour	
Commercial Classification	$90 /hour	
Up to 75 People, Includes 3 Lifeguards		
Non-Profit Classification	$85 /hour	
Private Classification	$95 /hour	
Commercial Classification	$105 /hour	
Up to 100 People Max, Includes 4 Lifeguards		
Non-Profit Classification	$100 / hour /hour	
Private Classification	$110 /hour	
Commercial Classification	$120 /hour	
Deposits		
All Classifications, All Group Sizes	$100 / rental	

Legend:

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
		TMC §3.36.010
LOLLY HANSEN SENIOR CENTER RENTAL		
Multi-Purpose Room (2,225 Sq Ft) **Week Day & Week End (4 hour minimum)**		
Non-Profit Classification	$13 /hour	
Private Classification	$23 /hour	
Commercial Classification	$0 / hour	
Arts and Crafts Room (675 Sq Ft) **Week Day & Week End (4 hour minimum)**		
Non-Profit Classification	$5 /hour	
Private Classification	$9 /hour	
Commercial Classification	$0 / hour	
Entire Facility (4, 350 Sq Ft) **Week Day & Week End (4 hour minimum)**		
Non-Profit Classification	$26 / hour	
Private Classification	$46 / hour	
Commercial Classification	$0 / hour	
MOU – Hours Provided to Non-Profits/Gov	$0 / hour	
Deposits An additional $400 Deposit is required for all activities where alcohol is sold		
Multi-Purpose Room	$200 / rental	
Arts and Crafts Room	$200 / rental	
Entire Facility	$200 / rental	
SPORT FACILITIES (TBP, TSC, Plasencia Fields, Tiago, Galli, & Bland Ball Fields)		
Hourly Fee ~ League/Individual		
Non-Profit Youth Classification	$5 / hour / field	
Non-Profit Adult Classification	**~~$10~~ / hour / field**** **$11**	
Private Classification	**~~$18~~ / hour / field**** **$19**	
Commercial Classification	**~~$25~~ / hour / field**** **$26**	
Lights Fee ~ League/Individual		
Non-Profit Youth Classification	$7 / hour / field	
Non-Profit Adult Classification	$10 / hour / field	
Private Classification	$12 / hour / field	
Commercial Classification	$18 / hour / field	

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
SPORT FACILITIES (TBP, TSC, Plasencia Fields, Tiago, Galli, & Bland Ball Fields), Continued		**TMC §3.36.010**
Daily Fee ~ Tournaments		
Non-Profit Youth Classification	$60 / hour / field	
Non-Profit Adult Classification	$100 / hour / field	
Private Classification	$120 / hour / field	
Commercial Classification	$120 / hour / field	
Lights Fee ~ Tournaments		
Non-Profit Youth Classification	$10 / hour / field	
Non-Profit Adult Classification	$10 / hour / field	
Private Classification	$10 / hour / field	
Commercial Classification	$10 / hour / field	
Staff for Sports Complex Use		
Non-Profit Youth Classification	$25 / hour / complex	
Non-Profit Adult Classification	$25 / hour / complex	
Private Classification	$25 / hour / complex	
Commercial Classification	$25 / hour / complex	
Softball Field Preparations		
A Prep – Light Watering	$5 / preparation	
B Prep – Light Watering, Minor Dragging	~~$12.50~~ / preparation **$13**	
C Prep – Full Field Preparation	~~$25~~ / preparation **$26**	
Use of Temporary Outfield Fencing	$100 / field	

Latest Fee Study or Staff Report Explanation:

- City Council Resolution No. 2011-101 and accompanying staff report.
- City of Tracy Parks and Community Services Department, General Fund, Cost of Services Study Findings, June, 2008, prepared by MGT of America, Inc.

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Attachment No. 2

TRACY

Think Inside the Triangle

City of Tracy

Master Fee Schedule

Adopted by City Council Resolution No. 2012-101, May 17, 2011

Amended by Resolution No. 2012-111, June 5, 2012
Amended by Resolution No. 2013-047, April 2, 2013
Amended by Resolution No. _____ June 4, 2013

Effective June 5, 2013, with the exception of Development Services which will be effective August 6, 2013 due to revised Conditional Use Permit fees

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Introduction

The City of Tracy Master Fee Schedule is a compilation of most of the fees charged by the City for services. It is organized by Department and does not include the following types of fees:

- development impact fees adopted under the Mitigation Fee Act;
- mitigation fees (ie habitat mitigation, agricultural mitigation fees);
- business license fees (taxes);
- enterprise fund charges (water, sewer, storm water, airport, transit);
- fees adopted under franchise agreements (cable franchise under TMC Chapter 8.10; franchise contractor for collection of solid waste, yard waste and recycling under TMC Chapter 5.20);
- landscape maintenance district assessments;
- fines (imposed as penalties);
- leases of City property; and
- rates established by separate agreements (ie Tracy Unified School District).

The Master Fee Schedule will generally be updated annually, and most fees will increase by a cost-of-living adjustment (CPI) rounded to the nearest dollar. The fees which are updated by some other method are indicated as such.

Public services may be classified as community-supported public services, such as police and fire services. These are typically provided to the community as a whole and are supported by general tax dollars from the City's general fund.

Personal choice services are optional, such as taking a class, and are requested by the customer.

Property development services (requiring a building permit or land use entitlement) is done at the request, and for the benefit, of the owner. Fees are usually charged for these types of services, though some may be subsidized with general tax dollars when they have some social, safety, or welfare benefit.

City Staff whom worked to update this Master Fee Schedule include the following representatives from each Department:

Administrative Services, Finance Division	Anne Bell
City Attorney's Office	Judith Robbins
City Clerk'S Department	Sandra Edwards
City Manager's Department	Linda Bower
City Manager's Department, Cultural Arts Division	Jeffrey Haskett
City Manager's Department, Recreation Division	Kim Scarlata
City Manager's Department, Theater Division	William Wilson
Development Services, Engineering Division	Kuldeep Sharma
Development Services, Planning Division	William Dean
Fire Department, Fire Administration Division	David Bramell
Police Department, Support Operations Division	Lani Smith
Public Works Department, Community Facilities Division	Vanessa Carrera

ADMINISTRATIVE SERVICES DEPARTMENT

Administrative Services Department
Finance Division

Department Contact: Anne Bell, Mgt. Analyst II

SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
Fire Sprinkler Charges		Reso.2012-111
(Water Access/Availability)		
2" line	$5	
4" line	$10	
6" line	$21	
8" line	$31	
10" line	$41	
12" line	$52	
Business Licenses:		
• State disability access fee	$1 /application or renewal	GC §4467
Note re: Other Business License Fees:		
• Business license fee amounts are established		TMC6.04.130
by ordinance, at TMC Chapter 6.04.		
• Transfer, assignment or duplication fee	$5 /duplication	TMC6.04.130
• [1] Penalty of 10% of business tax for delinquent taxes, not to exceed 50% 6.04.170.		TMC 6.04.170

Note: Business Licenses:

- Business license fee amounts are established by ordinance, at TMC Chapter 6.04.
- [1] For failure to pay a business tax

Note: Transient Occupancy Tax

- Established by ordinance as 10% of rent, at TMC 8.48.230.

Latest Fee Study or Staff Report Explanation:

- City Council Resolution No. 2012-243 and assoicated staff report.
- City Council Resolution No. 2011-101 and associated staff report.
- 2003 Cost of Services Study Update, prepared by Finance Department. (See City Council Resolution No. 2003-059). Relates to water delinquencies, business licenses and returned checks.
- 1998 Cost of Service Study.
- City Council Resolution 95-018 and associated staff report.

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Administrative Services Department
Human Resources Division

Department Contact: Midori Dearborn, Senior Human Resources Analyst

There are no Human Resources Division Fees.

Administrative Services Department
Information Technology Division

Department Contact: Matt Engen, Manager

There are no Information Technology Division Fees.

CITY-WIDE FEES

CITY CLERK & CITY MANAGER'S DEPARTMENTS

City-Wide Fees
City Clerk and City Manager's Departments

Department Contacts: Maria Hurtado, Assistant City Manager; Sandra Edwards, City Clerk

SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
		TMC §3.36.010
Annual Subscriptions (City Council, Planning Commission)		GC §6253
Agendas	$36 / month $2 / disc / agenda	Reso. 2007-258
Minutes*	$0.15 / page	GC §6253
Appeals		
To City Council To City Manager	$155 $155	TMC §1.12.020(B)(2) TMC §1.12.010(D)(2)
By Impartial Hearing Officer	May be shared equally by parties	TMC §1.12.030
Document Certification	$15 / document b	
Photocopies		
Paper Copy * Oversized Copy	$0.15 / page At cost	GC §6253
Maps *	At cost	GC §6253
Duplicating Recording of Public Meeting: Video or Audio DVD of Council Meeting	 At cost $2	
Notary Fee *	$10	GC §8211
Palmistry License Fee (through Police Dept) New Renewal	 $567 $360	TMC §4.12.190

Latest Fee Study or Staff Report Explanation:

- City Council Resolution No. ~~2011-101~~ 2012-111 and accompanying staff report.
- Updated Council Policies and Procedures, City Council Resolution No. 2007-258.
- Resolution No. 2003-059 and accompanying staff report.
- [b] 1998 Cost of Service Study, and 2003 Cost of Services Update, prepared by Finance Department. (City Council Resolution No. 2003-059).

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City Manager's Department
Grand Theatre\Cultural Arts Divisions

Division Contact: Division Contacts:
Kim Scarlata, Recreation Manager
Jeffrey Haskett, Theater Manager
William Wilson, Gallery Supervisor, Cultural Arts

* Fees are set by this Department annually and are not subject to automatic CPI adjustments.

SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
		TMC §3.36.010
DEPOSITS		
Grand Theatre (Refundable)	$500	
Studio Theatre	$250	
Movement Theatre	$100	
Art Studio	$100	
Art Studio 2	$100	
Children's Art Studio	$100	
Music Rooms 1-1	$100	

ETK THEATRE

Note:

Grand Theatre base rental is 8 hours and includes: 1 staff technician and 1 front-of-house supervisor.

Prime time is Friday through Sunday. Percentage payment is based on gross receipts. Fee is either minimum or percentage, whichever is greater.

	Non-profit	Commercial	
Prime Time Rental: Performance			
First 8 hours	$574 or 10%	$1,722 or 15%	
Each Additional Hour	$100	$300	
Prime Time Rental: Rehearsal			
First 8 hours	$574	$1,722	
Each Additional Hour	$100	$300	
Non-Prime Time Rental: Performance			
First 8 hours	$287	$750	
Each Additional Hour	$100	$300	
Non-Prime Time Rental: Rehearsal			
First 8 hours	$143	$375	
Each Additional Hour	$100	$300	
Prime Time Resident Company Rental: Performance or Rehearsal	$460 / 8 hours	Not Applicable	
Non-Prime Time Resident Company Rental: Performance	$230 / 8 hours	Not Applicable	
Non-Prime Time Resident Company Rental: Rehearsal	$115 / 8 hours	Not Applicable	

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SERVICE OR APPLICATION	CURRENT FEE		LEGAL AUTHORITY
STUDIO THEATRE			**TMC §3.36.010**
Note: Prime time is Friday through Sunday. Percentage payment is based on gross receipts. Fee is either minimum of percentage, whichever is greater.			
	Non-profit	**Commercial**	
Prime Time Rental: Performance			
First 5 Hours	$110 or 10%	$330 or 15%	
Each Additional Hour	$60	$180	
Prime Time Rental: Rehearsal			
First 5 Hours	$110	$330	
Each Additional Hour	$60	$180	
Non-Prime Time Rental: Performance			
First 5 Hours	$80	$330 or 15%	
Each Additional Hour	$60	$180	
Non-Prime Time Rental: Rehearsal			
First 5 Hours	$80	$330	
Each Additional Hour	$60	$180	
Meeting	$225 / 2 hrs		
Each Additional Hour	$40	$115	
Prime Time Resident Company Rental - Performance or Rehearsal	$88 / 5 hrs	Not Applicable	
Non-Prime Time Resident Company Rental - *Performance*	$64 / 5 hrs	Not Applicable	
Non-Prime Time Resident Company Rental - *Rehearsal*	$64 / 5 hours	Not Applicable	
DANCE STUDIO, ART STUDIO I AND II, AND CHIDREN'S ART STUDIO			
Class/Meeting or Studio Theatre			
First 2 Hours	$75	$225	
Each Additional Hour	$40	$115	
ART PARTIES			
First 2 Hours	$50	$150	
Each Additional Hour	$35	$75	
Materials Fee (activity dependent	$5 - $25 / person		
LARGE MUSIC ROOM (Includes Any Room Set Up & Tear Down)			
Class/Meeting			
First 2 Hours	$25	$100	
Each Additional Hour	$35	$125	
MUSIC ROOM (Includes any room set up and tear down)			
Class (medium) or			
First 2 Hours	$25	$100	
Practice & Each Additional Hour	$35	$125	

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SERVICE OR APPLICATION	CURRENT FEE		LEGAL AUTHORITY TMC §3.36.010
	Non-profit	Commercial	
GRAND GALLERIES	$75 /2 hrs	$225 /2 hrs	
Each Additional Hour	$50	$150	
LOBBY AREAS			
Upstairs	$250 /4 hrs	$500 /4 hrs	
Downstairs	$200 /4 hrs	$400 /4 hrs	
OLD TOWN HALL & JAIL			
Weekday (Mon 8am – Fri 6 pm)	$40 /2 hrs	$60 /2 hrs	
Weekend (Fri 6 pm – Mon 8 am)	$50 /2 hrs	$100 /2 hrs	
2ND FLOOR ARTS OFFICE			
Weekday (Mon 8am – Fri 6 pm)	$30 /2 hrs	Not Available	
Weekend (Fri 6 pm – Mon 8 am)	$40 /2 hrs		
(LOGGIA) May only be rented as part of another rental Reception (hourly rate)	$50	$150	
BOX OFFICE SERVICES			
Per Performance	$100	$300	
Per Ticket Charge to Patron	$3		
General Admission Per Ticket to P	$1		
Marquee Listing	$50 / day	$100 / day	
MISCELLANEOUS RENTALS			
Grand Piano	$900 / use		
Baby Grand Piano	$500 / use		
Piano Tuning at Renter's Expense	$150 each		
Installation/Removal of Floor for (	$250 / use		
Wireless Microphones	$25 / day		
Microphone Stands	$0 / use		
Follow Spot	$350 / use		
Video Projector	$100 / day		
Laptop Computer	$50 / use		
Screen	$30 / use	$90 / use	
LCD Projector per Day/Event	$0 / use		
Marquee Sign Listing	$100 / use		

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
LABOR FEES		TMC §3.36.010
Technical Theatre Supervisor	$56 / hr	
Theatre Technicians	$40 / hr	
General Stagehands	$20 / hr	
Follow Spot Operator	$15 / hr	
Merchandise Sales Person	$15 / hr	
Gallery Supervisor	$40 / hr	
Gallery Docents	$15r / hr	
Arts Education Instructor	$25 / hr	
Recreation Leader	$15 / hr	
ADDITIONAL FEES		
Janitorial Fees	$150 / day	
Season Discount/Reward Card	$20 / year	
Large Format Printing (posters, signs)	$2 / Sq Ft	
CERAMICS		TMC §3.36.010; Reso. 2007-232
Building Example Classes: Wheel Throwing, Hand Building, Molding	$50-$300	
Firing Example Classes: Kiln Loading, Firing Tecniques	$40-$300	
Glazing Example Classes: Glazing & Finishing	$20-$300	
Workshops Workshop Example: Artist Talks and Demonstrations	$10-$300	
DANCE		
Children's Classical Example Classes: Ballet, Lyrical	$30-$150	
Children's Modern Example Classes: Jazz, Hip-Hop, Tap, Creative Dance	$30-$150	
Children's Workshops	$10-$200	
Adult Classical Example Classes: Ballet, Lyrical	$30-$150	
Adult Modern Example Classes: Hip-Hop, Tap, Jazz	$30-$150	
Adult Ballroom Example Classes: Swing, Salsa, Waltz	$30-$150	
Adult Workshops	$10-$300	
DRAMA		
Acting Technique Example Classes: Improvisation, Beginning Acting	$40-$250	
Technical Theater Example Classes: Set Building, Lighting/ Audio	$40-$250	
Performance Example Classes: Musical Theater, Scene Study	$40-$250	
Workshops Example Workshops: Audtion Workshops, Theater Camps	$10-$300	

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
MUSIC		TMC §3.36.010; Reso. 2007-232
Perucssion Example Classes: Drumming, Muisc & Rhythm	$50-$200	
Strings Example Classes: Guitar, Violin	$50-$200	
Horns Example Classes: Trumpet, Saxophone, Clarinet	$50-$200	
Keyboard Example Classes: Piano, Group Keyboarding	$50-$200	
Voice Example: Group & Private Voice	$50-$200	
Music Methodologies Example: Music Theory, Music History	$50-$200	
Workshops Example: Music PR, Breaking into the Music Business	$10-$300	
VISUAL ARTS		
Children's Drawing Example Classes: Pre-School Drawing, Cartooning	$40-$120	
Children's Painting Example Classes: Acrylic & Watercolor Painting	$40-$120	
Children's Design Example Classes: Color and Light, Graphic Design	$40-$150	
Children's Mixed Media Example Classes: Print Making, Storybook Building	$40-150	
Children's Workshops Example Workshops: Cartoon Workshop, Fused Glass Making	$10-$250	
Adult Drawing Example Classes: Landscape, Figure, Still Life Drawing	$40-$300	
Adult Painting Example Classes: Acyrlic, Oil, and Watercolor Painting	$40-$300	
Adult Design Example Classes: Graphic Design, Fashion Design	$40-$300	
Adult Mixed Media Example Classes: Apparel Construction, Weaving, Sculpting	$40-$300	
Adult Workshops Example Workshops: Art History, Artist Talks and Demonstrations	$10-$300	
Performance Admission Fees	Cost to City Based on Performer	

Latest Fee Study or Staff Report Explanation:

- City Council Resolution No. 2007-232 and associated staff report.

Legend:

* Not subject to CPI adjustment	CBC - CA Building Code	CFR - Code of Federal Regulations	**B & P - CA Bus. & Professions Code**
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GC - CA Government Code	VC - Vehicle Code	H&S - CA Health and Safety Code	
PRC - CA Public Resources Code	CFC - CA Fire Code	**FAC - CA Food & Agriculture Code**	

City Manager's Department
Recreation Division

Division Contact: Kim Scarlata, Recreation Manager

* Fees are set by this Department annually and are not subject to automatic CPI adjustments.

SERVICE OR APPLICATION	CURRENT FEE			LEGAL AUTHORITY
ADMINISTRATION FEES/CHARGES/SERVICES				TMC §3.36.010
Advertising Fee for Activity Guide[1]				
Full page, back cover	$1,000			
Full page, inside back cover	$500			
½ page, inside	$350			
¼ page, inside	$200			
[1]Applied to advertising in City's Activity Guide publications				
Insurance Processing Fee Fee for public purchase of event Insurance	$35 / transaction			
Program Transaction Fee Applied to withdrawal, refund, credit or transfer	$5 / transaction			
Fac. Rental Applic. Processing Fee	$35 / transaction			
Early Registration Discount	($10) / registration			
Online Registration Discount	($10) / registration			
Sibling Registration Discount	10% / registration			
Range of Fee Increase for Contract Classes To be used based on staff's assessment of need, and negotiations with Contract Instructors	20% / registration			
CURRENT SPECIAL INTEREST (CONTRACTOR) CLASSES				
Baby Sitter Training	$85/Non-Res	$77/Res	/2-day session	
Cardio Kick Boxing	$55/Non-Res	$50/Res	/6-week session	
Cheer Prep	$50/Non-Res	$45/Res	/4-week session	
Cheer-Preschool	$50/Non-Res	$45/Res	/4-week session	
Classic Gym-Preschoolers	$53/Non-Res	$48/Res	/4-week session	
Classic Gym-Youth	$57/Non-Res	$52/Res	/4-week session	
CPR/FA	$55/Non-Res	$50/Res	/1-day session	
Dog Obedience-Advanced	$105/Non-Res	$95/Res	/7-week session	
Dog Obedience-Basic	$127/Non-Res	$115/Res	/7-week session	
Golf Lessons-Adult	$66/Non-Res	$60/Res	/4-week session	
Gymnastic Camps	$66/Non-Res	$60/Res	/per week	
Just 4 Kicks-Preschool	$79/Non-Res	$72/Res	/8-week session	
Just 4 Kicks-Youth	$79/Non-Res	$72/Res	/8-week session	
KidSAFE	$99/Non-Res	$90/Res	/10 -week session	
LEGO Camp (Half Day)	$189/Non-Res	$172/Res	/per week	
Mad Science (Half Day)	$185/Non-Res	/$169/Res	/per week	
Preschool AM	$193/Non-Res	$175/Res	/per calendar month	
Preschool PM	$418/Non-Res	$380/Res	/per calendar month	

Legend:

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GC - CA Government Code	VC - Vehicle Code	H&S - CA Health and Safety Code	SF Ft - Square Feet
PRC - CA Public Resources Code	CFC - CA Fire Code	FAC - CA Food & Agriculture Code	hr(s) - hour(s)

SERVICE OR APPLICATION	CURRENT FEE			LEGAL AUTHORITY
CURRENT SPECIAL INTEREST (CONTRACTOR) CLASSES, CONTINUED				TMC §3.36.010
Safety Club	$21/Non-Res	$18/Res	/1-day workshop	
SNAP Summer Day Camp	$55/Non-Res	$50/Res	/per week	
SNAP After School Program	$28/Non-Res	$25/Res	/per week	
Tennis-Adult	$55/Non-Res	$50/Res	/4-week session	
Tennis-Tiny Tots	$48/Non-Res	$44/Res	/4-week session	
Tennis-Youth	$55/Non-Res	$50/Res	/4-week session	
Tracy Online Learning	$97/Non-Res	$88/Res	/6-week session	
Yoga-Adults	$35/Non-Res	$32/Res	/4-week session	
Yoga-Seniors	$33/Non-Res	$30/Res	/per calendar month	
Action Gymnastics	$83/Non-Res	$75/Res	/8-week session	
Action Gymnastics Parent/Tot	$28/Non-Res	$25/Res	/4-week session	
Action Gymnastics Parent/Tot Ad	$33/Non-Res	$30/Res	/4-week session	
Zumba 10-day Pass	$88/Non-Res	$80/Res	/10-day pass	
Zumba 20-day Pass	$165/Non-Res	$150/Res	/20-day pass	
Zumba Drop In	$13/Non-Res	$10/Res	/per drop in	
Tai Chi	$44/Non-Res	$40/Res	/6-week session	
Tiny Tots Hooked on Books	**$53-/Non-Res**	$48/Res	/4-week session	
Basic Gardening	$28/Non-Res	$25/Res	/4-week session	
Bowling for Beginners	$99/Non-Res	$90/Res	6-week session	
Camps-Biology Camp	$220/Non-Res	$200/Res	/per week	
Camps-Build a Robot	$198/Non-Res	$180/Res	/per week	
Camps-Chess	$59/Non-Res	$54/Res	/3-week session	
Camps-Eagal Lakes	$94/Non-Res	$85/Res	/3-day session	
Camps-Kidsafe	$99/Non-Res	$90/Res	/3-week session	
Computer Tech Camp	$204-$149/Non-Res	$185-135/Res	/5-day session	
Fly Fishing	$33/Non-Res	$30/Res	/1-day workshop	
Just 4 Hoops	$59/Non-Res	$54/Res	/6-week session	
Just 4 Kicks Camps Preschoolers	$94/Non-Res	$85/Res	/5-day session	
Just 4 Kicks Camps Youth	$110/Non-Res	$100/Res	/5-day session	
Kindergarten Tutoring	$63/Non-Res	$57/Res	/4-week session	
Tae Kwon Do Tots	$47/Non-Res	$43/Res	/4-week session	
Tennis Camp Preschoolers	$50/Non-Res	$45/Res	/1-week session	
Tennis Camp Youths	$55/Non-Res	$50/Res	/1-week session	
SERVICE OR APPLICATION	**CURRENT FEE**			**LEGAL AUTHORITY**
NEW SPECIAL INTEREST (CONTRACTOR) CLASSES				TMC §3.36.010
Adventure Thursdays Field Trip	$65/Non-Res	$59/Res	/per trip	
Arthritis Foundation Tai Chi	$64/Non-Res	$58/Res	/8-day session	
Athletic Perfection - Play Date	$23/Non-Res	$20/Res	/1-day session	
Athlete in You	$50/Non-Res	$45/Res	/4-week session	
Camps - Fencing	$220/Non-Res	$200/Res	/per week	
Camp - Flag Football	$165/Non-Res	$150/Res	/per week	
Camps - Skyhawks Basketball	$54/Non-Res	$49/Res	/4-sessions	
Camps -Skyhawks Baseball	$54/Non-Res	$49/Res	/4-sessions	
Camps - Skyhawks Sports	$164/Non-Res	$149/Res	/per week	
Camps - Tennis	$165/Non-Res	$150/Res	/per week	
Classic Gym - Open Gym	$3		/per drop-in	
Classic Gym - Crafty Time	$72/Non-Res	$65/Res	/4-week session	
Classic Gym - School's Out Party	$20		/per drop-in	
Fencing for Beginners	$99/Non-Res	$90/Res	/4-week session	
Get Up & Moving Fitness	$66-$220/Non-Res	$60-$200/Res	/4, 10, 20-day passes	
Leaders in Training: Jr Rec Leaders	$83/Non-Res	$75/Res	/2-day session	
Tai Chi Arthritis Foundation	$70/Non-Res	$64/Res	/6-sessions	
Tennis - Cardio Workshop	$28/Non-Res	$25/Res	/1-day workshop	
Workshop Series for Adults	$8/Non-Res	$5/Res	/1-day workshop	
Yoga - Adults	$83/Non-Res	$75/Res	/10-day pass	

Legend:

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PRC - CA Public Resources Code	CFC - CA Fire Code	FAC - CA Food & Agriculture Code	

SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
YOUTH & TEENS		TMC §3.36.010
BBQ and Game Day	$3 / person	
Teen Swim Events	$5 / person	
Teen Events		
Minimum	$5 / person	
Maximum	$20 / person	
Girls Retreat	$10 / person	
Teen Camps	$77/Non-Res/week $70/Res/week	
Teen Chill Out Night (Movie & Popcorn)	$3 / person	
Extreme Sports Day (competition registration)	$10 / person	
Fashion Show	$10 / person	
Ski/Snowboard Trip	$90 / lift ticket only $125 /rental & lift ticket $125 /rentals, lift & lesson $55 / transportation only $5 / helmet rental	
S.A.F.E. (Teen After School Program) Minimum: Maximum: *Fee ranges based on direct costs	$50 / membership/school yr $100 / membership/school yr $0 / drop-in for members $5 / scrapbooking class $5 / cooking class	
MCYSN		
Mobile recreation (Roll'n Rec)	$0 / person	
YOUTH DEVELOPMENT		
ROC (Recreation on Campus After School)* *Fee ranges based on direct costs		
Minimum	$180 / regular-per month	
Maximum	$240 / regular-per month	
ROC (Recreation on Campus After School)* *Fee ranges based on direct costs		
Minimum	$15 / daily-per day	
Maximum	$24 / daily-per day	
ROC (Recreation on Campus After School)* *Fee ranges based on direct costs		
Minimum	$105 / hourly-per month	
Maximum	$144 / hourly-per month	
Summer Camp (Full Day) 7am-6pm* *Fee ranges based on direct costs		
Minimum	$140 / week	
Maximum	$192 / week	
Summer Camp Extended Care Fees (7am-9am, 3pm-6pm)	$35 / week	
Summer Camp 9am-3pm ONLY* *Fee ranges based on direct costs	$150 / week	
Summer Camp (Half Day) 9am-12pm or 1pm-4pm* *Fee ranges based on direct costs		
Minimum	$65 / week	
Maximum	$90 / week	
SENIORS		
Senior Health & Wellness		
Wii Jubilee Fitness	$0 / class	
Virtues	$0 / class	
Power Walk	$0 / class	
Cardio and Core	$1 / class	
Cardio and Stretch	$1 / class	

Legend:

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SERVICE OR APPLICATION	CURRENT FEE		LEGAL AUTHORITY
SENIORS, Senior Health and Wellness, Continued			TMC §3.36.010
Tone Your Body	$1	/ class	
Abs, Backs and Gluts	$1	/ class	
Cardio Drill	$1	/ class	
25 Visit - Senior Fitness Pass	$20	/ card	
Tai Chi (New)	$44/Non-Res	$40/Res	
Senior Arts & Music			
Senior Idol	$0	/ class	
Wood Carving	$0	/ class	
Arts & Craft Class	$0	/ class	
Arts & Craft Project	$5	/ project	
Painting	$0	/ class	
Scrapbooking	$0	/ class	
Sewing	$0	/ class	
Beading	$7	/ month	
Card Making	$2	/ class	
Tap Dancing	$2	/ class	
Line Dancing	$2	/ class	
Country Jams	$2	/ class	
Senior Recreation			
Tea Social	$0	/ class	
Bingo	$0	/ class	
Social Recreation Programs	$0	/ class	
Table Games	$0	/ class	
Senior Special Events			
Minimum	$5	/ event	
Maximum	$20	/ event	
Booth for Special Events	$25	/ event	
St. Patty's Day & Oktoberfest Lunch	$5	/ person	
Dances	$5	/ person	
Fashion Show	$0	/ class	
SNAP Friday Night Dance	$0	/ class	
20 Visit Drop-In Activities Card	$20	/ card	
Senior Trips			
Golden Agers Bus Trips	$33/Non-Res	$30/Res	
Senior Social Services			
Lunch Program	$0	/ month	
AARP Programs	$0	/ month	
Other Services	$0	/ month	
Clubs	$0	/ month	
ATHLETICS			
Adult Sports			
Adult Slow Pitch Leagues*			
Minimum	$280	/ team	
Maximum	$520	/ team	
*League fees pending format, number of games & srvcs			
Adult/Youth Fast Pitch Leagues*			
Minimum	$450	/ team	
Maximum	$600	/ team	
*League fees pending format, number of games & srvcs			
Adult/Youth Softball Tournament*			
Minimum	$250	/ team	
Maximum	$500	/ team	
*Tournaments vary based on type of tournament and awards provided			

Legend:

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SERVICE OR APPLICATION	CURRENT FEE			LEGAL AUTHORITY
ATHLETICS				TMC §3.36.010
Adult Sports, Continued				
Adult Softball Protest Fee	$25	/ per protest		
Adult Flag Football League Minimum Maximum *League fees pending format, number of games & services	 $400 $600	 / team / team		
Youth Sports				
Youth Basketball League (Youth Hoops) Minimum Maximum	Per Non-Res Player $75 $85	Per Res Player $75 $80		
Jr. Giants Youth Baseball (Free Program)	$0	$0		
Youth Sports Camps Minimum Maximum	Per Non-Res Player $60 $88	Per Res Player $60 $80		
Flag Football League Minimum Maximum	Per Non-Res Player $75 $99	Per Res Player $75 $90		
AQUATICS				
General Recreation Swim				
Individual Entrance Fee	$2	/ person		
10-Visit Pass	$25	/ pass		
Swim Lessons				
Parent/Tot	$55	/ parent/tot		
Learn To Swim*				
Minimum	$29/Non-Res	$26/Res/team		
Maximum	$66/Non-Res	$60/Res	2 week session	
*Fees vary based on number of instruction days				
Water Aerobics				
Drop-In	$4	/ person		
10-Visit Pass	$30	/ pass		
Lap Swimming				
Individual Entrance Fee	$3	/ person		
10-Visit Pass	$25	/ pass		
Other Classes/Programs				
Introduction to Lifesaving	$60/Non-Res	$55/Res	2 week session	
Swim Camp	$80/Non-Res	$75/Res	2 week session	
Diving	$60/Non-Res	$55/Res	2 week session	
Basic Water Polo	$60/Non-Res	$55/Res	2 week session	
Lifeguard Training	$253/Non-Res	$230/Res	1 week session	
Private Swim Lesson (one ½-hour session)	$105/Non-Res	$100/Res	2 week session	
Discover SCUBA	$18/Non-Res	$15/Res		

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SERVICE OR APPLICATION	CURRENT FEE		LEGAL AUTHORITY
SPECIAL EVENTS			**TMC §3.36.010**
Event Ticket			
Minimum	$18	/ person	
Maximum	$30	/ person	
Event Booth Fee			
Minimum	$25	/ booth	
Maximum	$75	/ booth	

Latest Fee Study or Staff Report Explanation:

- City Council Resolution No. 2011-101 and accompanying staff report.
- City of Tracy Parks and Community Services Department, General Fund, Cost of Services Study Findings, June, 2008, prepared by MGT of America, Inc.

Legend:

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DEVELOPMENT SERVICES DEPARMENT

Note: The DS Department fees in this Schedule do not include:

- *development impact fees adopted under the Mitigation Fee Act;*
- *mitigation fees (ie habitat mitigation, agricultural mitigation fees);*
- *fees adopted by separate agreement with a developer.*

DevelopmentServices Department

Building Safety and Fire Prevention Division

Department Contact: William Dean, Assistant Director of Development and Engineering Services
Kevin Jorgensen, Chief Building Official and Acting Fire Marshal

Note: Whenever called for, employee hourly rates are based on the particular employee position, salary, benefits & overhead.

Building Safety

SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
Building Permit Fee (Based upon project value, as determined by building valuation data table, with regional modifiers, as most recently published in the "Building Safety Journal".) **Electrical Permit** **Mechanical Permit** **Plumbing Permit**	Amount established by 1997 Uniform Administrative Code, Tables 3-A through 3-D and §304	GC §66014, H&S §17951, Uniform Adm Code Section 304 & Table 3A-D. TMC §9.02.030, 9.08.080, CFR Title 24
Investigation Fee (when work was begun without permit)	Equal to amount of permit fee, in addition to permit	1997 UAC §304.5.2
Title 24 Energy Inspection (including Photovoltaic Systems)	**Employee hourly rates**	GC §66014, CFR Title 24
Strong Motion Instrumentation Tax (SMI) (CA State fee forwarded quarterly)		PRC §2705
Residential, for first $7,215 in value, plus for each additional $1,000 or portion thereof.	$0.52 / $7,215 plus $0.07 /$1000	
Commercial, for first $7,215 in value, plus for each additional $1,000 or portion thereof.	$1.03 / $7,215 plus $0.15 /$1000	
Elevator Permit Elevator, escalator or moving walk	$94 plus $1.69 for each $1,000 or fraction over $40,000	
Commercial dumbwaiter	$27 plus $1.69 for each $1,000 or fraction over $10,000	
Electrical Meter Re-Set (City safety inspection before PG&E turns on utilities.)	**$57**	GC §66014
Bldg./Moving or Oversized Load-Initial insp. fee	**$105**	TMC §9.32.040
Expedited Plan Check and Inspection Fees	Employee hourly rates	TMC §3.36.010

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
Micro-Imaging Fees: **[1](+ 2% of invoice total for pick-up and delivery):**		Reso. 2005-161
▪ 11" x 17" and smaller, black & white or gray scale document with 2" field index	$0.07 each +2%[1]	
▪ anything larger than 11" x 17", black & white or gray scale document with a two field index	$0.79 each +2%[1]	
▪ 11" x 17" and smaller, color document, with a two-field index	$0.13 each +2%[1]	
▪ 18" x 24" color document, with a two-field index	$0.47 each +2%[1]	
▪ 24" x 36" color document, with a two field index	$1.37 each +2%[1]	
Sign Permit	Based on valuation for building and electrical permits	TMC §9.28.050

Fire Prevention

Note: The Chief Building Official and Acting Fire Marshal has the authority to not charge wholly duplicative fees, for example for a construction fire permit and operational fire permit in the same year.

SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
		TMC §3.36.010 and CFC 113
Annual Operational Fire Permit and Inspection Permit fee Inspection fee:	$100 /Permit plus:	CFC 105.6
Type A: amusement buildings; Christmas tree lots; exhibits & trade shows; open burning; pyroxylin plastics; rooftop heliports; haunted houses & corn mazes; pumpkin patches.	Employee Hourly Rate	
Type B: open candles, flames & torches.	**$42**	
Type C: covered mall buildings; fire hydrants & valves; liquid or gas-fueled vehicles or equipment in assembly buildings; private fire hydrants.	**$58**	
Type D: aviation facilities; cellulose nitrate film; cutting & welding; hot work operations; magnesium; temporary membrane structures, tents & canopies.	**$84**	

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
Type E: aerosol products; carnivals & fairs; combustible fibers; compressed gasses; dry cleaning plants; fruit & crop ripening; industrial ovens; miscellaneous combustible storage; wood products; floor finishing.	$116	
Type F: above/below ground fuel storage tank installation, per tank; combustible dust-producing operations; cryogenic fluids; flammable & combustible liquids; LP-gas; organic coatings; places of assembly; repair garages & motor fuel-dispensing facilities; spraying or dipping; storage of scrap tires & tire byproducts; tire-rebuilding plants; fumigation & thermal insecticidal fogging.	$174	
Type G: above/below ground fuel tank removal, per tank; lumber yards & woodworking plants; refrigeration equipment; production facilities; live audiences.	$258	
Type H: explosives; hazardous materials; hazardous production material facilities; pyrotechnic/special effects displays; waste handling facilities.	$348	
Type I: high-piled storage.	$517	
Construction Fire Permit, Including Plan Check, Review and Inspection		CFC 105.7
Fire sprinkler plan check $0 - $5,000 $5,001 - $20,000 $20,001 +	 $84 $253 Fee will be based on employee hourly rate	
Fire sprinkler inspection $0 - $5,000 $5,001 - $20,000 $20,001 +	 $258 $480 Fee will be based on employee hourly rate	
Alarm plan check $0 - 20,000 $20,001 +	 $348 Fee will be based on employee hourly rate	
Alarm inspection $0 - $20,000 $20,001+	 $174 Fee will be based on employee hourly rate	
Hood and duct Plan check Inspection	 $42 /applic. $132 /applic.	

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
State Mandated Occupancy Inspection		Title 19, CCR H & S Section 13235
Pre-inspection request:		
25 or less	$52	
26 or more	$105	
Day care, 14 or fewer	$132	
Day care, more than 14, or Convalescent Home	$297	
Hydrant System Flow Testing		
Testing	$335 / test	
Witnessing	$116 / test	

Latest Fee Study or Staff Report Explanation:

Building:

- City Council Resolution No. 2011-101 and accompanying staff report.
- Resolution No. 2003-267 .
- 1997 Uniform Administrative Code adopted by TMC §9.02.030.

Fire Safety:

- City Council Resolution No. 2011-101 and accompanying staff report.
- 2008 MGT of America, Inc. Fire Department cost of services study. (Note: based on this study, many fees are now set at 50% of actual cost).
- 2003 Cost of Services Study Update, prepared by Finance Dept. (City Council Resolution No. 2003-059.) (See also Feb 18, 2003 staff report).
- 1998 Cost of Service Study, prepared by MSI.

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Development Services Department
Code Enforcement Division

Department Contact: William Dean, Assistant Director of Development Services Department
Ana Contreras, Code Enforcement Officer

The Code Enforcement Division has no fees as such. However, there are various fines and costs of abatement established in the Tracy Municipal Code under the following chapters:

- Administrative Citations and Penalties: TMC Chapter 1.28.
- Public Nuisance Abatement: TMC Chapter 1.32.
- Abandoned Shopping Carts: TMC Chapter 6.24.

Development Services Department
Economic Development Division

Department Contact: Amie Mendes, Analyst

The Economic Development Division has no fees.

established in the Tracy Municipal Code under the following chapters:

Development Services Department
Engineering Division

Department Contact: **Kuldeep Sharma, City Engineer**
Cris Mina, Senior Civil Engineer

SERVICE OR APPLICATION	CURRENT FEE			LEGAL AUTHORITY
AGREEMENT PROCESSING FEE	$6,442 / agmt			
Inspection improvement agreement				
Subdivision improvement agreement				
Deferred improvement agreement				
Off-site improvement agreement				
Park improvement and reimbursement agreement				
GRADING				TMC §12.12.070
Grading plan check (base amount)	$2,524			
0-10,000 cubic yards (CY)	Base amt.			
10,001-100,000 CY	Base amt. plus	$134	/10,000 CY	
100,001-200,000 CY	Base amt. plus	$114	/10,000 CY	
200,000 + CY Additional	Base amt. plus	$89	/10,000 CY	
Grading permit and inspection				TMC §12.12.070
5 or fewer lots (residential or commercial)	$1,427			
Subdivisions (5 or more lots)	$3,605			
Additional plan review required by multiple changes, additions, revisions after initial review completed.	Hourly personnel costs $100 / hour			
SUBDIVISIONS				
Tentative subdivision map	(See Planning)			TMC §12.12.070; 12.16.060
Vesting tentative subdivision map	(See Planning)			TMC §12.28.050
Final Parcel Map Review	$2,337			
Final Subdivision Map Review	$1,895			TMC §12.12.070
Map amendment review	$1,164			
Certificate of correction	$3,554			TMC §12.28.050
Certificate of compliance – lot line adjustment	$2,781			TMC §12.04.080

Legend:

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
PUBLIC IMPROVEMENTS		
Inspection improvement agreement (SIA, DIA, OIA, PIRA, any amendment)	$6,442	
Plan check (% of improvement constr cost)	5.78%	
Inspection (% of improvement constr cost)	3.50%	
As-builts, review after construction	$31	
Micro-Imaging Fees		Reso 2005-161
[1](+ 2% of invoice total for pick-up and delivery):		
▪ 11" x 17" and smaller, black & white or gray scale document with 2" field index	$0.07 each +2%[1]	
▪ anything larger than 11" x 17", black and white or gray scale document with a two field index	$0.79 each +2%[1]	
▪ 11" x 17" and smaller, color document with a two-field index	$0.13 each +2%[1]	
▪ 18" x 24" color document, with a two-field index	$0.47 each +2%[1]	
▪ 24" x 36" color document, with a two field index	$1.37 each +2%[1]	
SEGREGATON OF ASSESSMEMT (Within any assessment districts)	$41 / lot	
RECORD OF SURVEY	$305	
STREET/EASEMENT ABANDONMENT	$1,483	
ENCROACHMENT PERMIT	$361 plus $15 / Sq Ft or $50 / hr	TMC §7.04.020
Sidewalks, plus whichever is less	$57 plus $15 / Sq Ft or $50 / hr	
Driveways, Curbs, plus whichever is less	$57 plus $50 / hr	
Trees, Utility Boxes/per hour (1 hour minimum)	$57 / permit plus $85 / hr	
Miscellaneous Encroachment Permit, plus hourly rate for inspection and engineering review.	$113	
OVERSIZE LOAD PERMIT		
Single Permit	$16	
Annual or Blanket Permit (fix route)	$93	
BUILDING MOVING OR OVERSIZED LOAD		TMC §9.32.040
Permit fee	$589	
Other	Hourly rate for City personnel	

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
REPRODUCTION, MAP AND DOCUMENT SALES:		
Standard Plans, Standard Specs, and Design Standards	$15	
Parks Manual	$77	
Storm Drainage Master Plans	$21	
Subdivision Maps	$5	
Reproduction Fees	$1.55 / sheet	
CONSTRUCTION WATER METERS		Reso. 2008-063 & 93-130
Deposit for use of City-owned meter	$773	
Service reinstatement fee	$52	
Winter rates per ccf (Nov - Apr)		
(100 cubic feet or 748 gal)		
0 - 12 ccf; 13 - 19 ccf;	$1.03; $1.49	
20 - 191 ccf; 192+ ccf	$1.70; $1.85	
Summer rates per ccf (May - Oct)		
0 - 18 ccf; 19 - 29 ccf	$1.03; $1.49	
30 - 287 ccf; 288+ ccf	$1.70; $1.85	
Monthly service charge	$10 / day + 15% adm fee plus:	
(Meter code and size)		
LL (LIRA) – 1"	$8.96	
WL (LIRA) – varies	$0	
W1 - 5/8" or ¾"	$12.05	
W2 – 1"	$21.01	
W3 – 1 ½"	$48.05	
W4 – 2"	$85.23	
W5 – 3"	$191.84	
W6 – 4"	$341.19	
W7 – 6"	$767.61	
W8 – 8"	$1,364.80	
W9 – 10"	$2,132.51	
NEW ADDRESS MAPPING FEES		Reso. 99-094
Single-family	$66 / lot	Reso. 2002-176
Multi-family projects, plus dwelling unit cost	$66 / lot plus	
In buildings with 5 or more units	$33 / dwelling unit	

Latest Fee Study or Staff Report Explanation:

- City Council Resolution No. 2011-101 and accompanying staff report.
- Resolution No. 2008-063 (regarding water rates for construction water meters).
- Resolution No. 2003-265 and 2003 Cost of Services Study Update, prepared by Finance Dept.
- Resolution No. 2002-176, re mapping fee for multi-family residential.

Legend:

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DevelopmentServices Department
Planning Division

Department Contact: William Dean, Assistant Director of Development Services

The Planning Division fees represent application processing fees only, and do not reflect capital improvement in-lieu fees, school fees, or any other city or other agency fees or deposits that may be applicable to the proposed project. Regarding building permit fees, plan check fees and inspection fees, see Building Division. Regarding encroachment permit fees, see Engineering Division.

Symbol Key

□ Plus Actual Costs Incurred: including fees for consultant services, environmental documentation filing fees, other agency fees, etc.

• Environmental Assessment Fee not applicable.

SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
PLANNING DIVISION APPLICATION PROCESSING FEES		Generally, TMC §10.08.4150; 12.12.070
Adult Business Use Permit	Cost Recovery Agreement	TMC §10.28.808
Annexation	$11,075	TMC §10.08.4150
Appeal to City Council •	$291	TMC §10.08.4150
Appeal to Planning Commission •	$291	TMC §10.08.4150
Conditional Use Permit [a]		TMC §10.08.4270(h)
class A	$5,590	
class B	$3,559	
Conditional Use Permit (Non-Profit Organizations)		TMC §10.08.4270(h)
class A	$559	
class B	$358	
Development Review [b]		TMC §10.08.4150
class A	$4,008	
class B	$2,848	

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
ENVIRONMENTAL		CEQA Guidelines §15045 (14 CCR 15045)
Environmental Assessment (charged for all projects not requiring a	$105	
Environmental Initial Study / Negative Declaration Environment Impact Report	$1,498 Cost Recovery Agreement	
General Plan Amendment	Cost Recovery Agreement	TMC §10.08.4150
Lot Line Adjustment	$430	TMC §12.04.080; 12.12.070
Micro-Imaging Fees **[1](+ 2% of invoice total for ~~contractor~~ pick-up and delivery):**		Reso. 2005-161
▪ 11" x 17" and smaller, black & white or gray scale document with 2" field index	$0.07 each +2%[1]	
▪ anything larger than 11" x 17", black and white or gray scale document with a two field index	$0.79 each +2%[1]	
▪ 11" x 17" and smaller, color document, with a two-field index	$0.13 each +2%[1]	
▪ 18" x 24" color document, with a two-field index	$0.47 each +2%[1]	
▪ 24" x 36" color document, with a two field index	$1.37 each +2%[1]	
Noise Ordinance Variation	$4,320	TMC §4.12.780(B)(4)
Planned Unit Development	$8,280	TMC §10.08.4150
Planned Unit Development Amendment	$4,746	
Planning Commission Determination	$1,060	TMC §10.08.4150
Residential Growth Allotment •	$1,760	TMC §10.12.070(c); GMO Guidelines §2 G
Sign Permit • Master Sign Program Individual Sign Complying w/MSP All other signs	 $1,067 $79 $481	TMC §10.08.4150
Specific Plan Specific Plan Amendment	Cost Recovery Agreement $5,379	TMC §10.20.040(c)(1); 10.20.080

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
Temporary Use Permit •	$76	TMC §10.08.4240; 10.08.4150
Tentative Map		TMC §12.12.070
Parcel map	$7,699	
5 – 100 lots	$10,547	
100 & over lots	$16,454	
Time Extension •	$443	TMC §12.12.070 for Subd
Variance	$709	TMC §10.08.3630; 10.08.4150
Zoning		TMC §10.08.4150
Zone Change	$6,417	
Zone Text Amendment	$2,637	
Zoning Research Letter •	$84	

[a] **Conditional Use Permit -** Classification by type of project:

	Residential	Commercial	Industrial
Class A:	4+ lots	+3,000 Sq Ft or 4+ lots	+10,000 Sq Ft or 4+ lots
Class B:	1-3 lots	-3,000 Sq Ft or 1-3 lots	-10,000 Sq Ft or 1-2 lots

[b] **Development Review Permit -** Classification by type of project:

	Residential	Commercial	Industrial
Class A:	4+ units	+3,000 Sq Ft	+10,000 Sq Ft
Class B:	1-3 units	-3,000 Sq. Ft.	-10,000 Sq Ft

Latest Fee Study or Staff Report Explanation:

- City Council Resolution No. 2011-101 and accompanying staff report.
- Resolution No. 2003-265, and 2003 Cost of Services Study Update, prepared by Finance Dept.
- City Council Resolution No. 98-373 and 1998 Cost of Services Study and Cost Allocation Plan, prepared by Management Services Institute.

Legend:

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FIRE DEPARTMENT

Fire Department

Department Contact: David Bramell, Division Chief

Note: The South County Fire authority has adopted separate fees for areas under its jurisdiction.

SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
Illegal Burn Response	$113 /hr/ engine, with ½ hr min	TMC §3.36.010; CFC
Hazardous Materials Clean-Up	Actual costs for all responding personnel	
Special Event Fire Protection (Stand-by)	Actual costs for all responding personnel	
Weed Abatement	Contract cost + 25% overhead charge	
Fireworks Sales Permit Fee (Including initial stand inspection, safety seminar, and lottery processing.)	$238	TMC §3.04.040(a)
Public Display of Fireworks (In addition to inspection fee and permit fee specified under Fire Prevention, Annual Operational Fire Inspection and Permit, Inspection Type H.)	Actual costs for fire	TMC §3.04.020

Latest Fee Study or Staff Report Explanation:

- City Council Resolution No. 2011-101 and accompanying staff report.
- 2003 Cost of Services Study Update, prepared by Finance Dept. (City Council Resolution No. 2003-059. See also February 18, 2003 staff report).
- 1998 Cost of Service Study, prepared by MSI.

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POLICE DEPARTMENT

Police Department

Department Contact: Lani Smith, Support Operations Manager

SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
Alarm Permit; False Alarms		
Alarm user permit	$22	TMC §3.40.060
False alarm costs:		
4th response	$32	TMC §3.40.150
5th response	$58	
6th response	$74	
7th response	$84	
(plus penalties)		TMC Ch. 1.28
Animal Services		TMC §3.36.010
Animal adoption, plus veterinary services	$5	TMC §5.08.130(L)
Animal bite	$32	
Board and care (daily):		
for impounded dogs	$15	
for impounded cats	$12	
Cat carrier	$5	TMC §5.08.130
Cat neuter	$53	
Cat spay	$95	
Collar identification	$24	
Dog neuter	$105	TMC §5.08.130
Dog spay	$159	
Impound: 1	$22	TMC §5.08.130; 5.08.240
Impound: 2	$32	
Impound: 3+	$42	
*Impound, additional state fee for unaltered, at large, animals: 1st; 2nd; 3rd	$35; $50 $100	FAC 30804.7
License fee: unaltered dogs	$53 /yr	TMC §5.08.130
License fee: altered dogs	$10	
License fee: replacement for lost	$5	
License fee: late	$22	
Low cost spay/neuter voucher	$22	
Multiple pet permit application	$27	TMC §5.08.420
Owner surrender:		TMC §5.08.170; 5.08.180; 5.08.240
Live animal	$47	
Deceased animal (not at shelter)	$22	
Rabies vaccination voucher	$16	TMC §5.08.130
Vaccination	$5	TMC §5.08.130
Veterinary costs	At Cost	

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SERVICE OR APPLICATION	CURRENT FEE		LEGAL AUTHORITY
BICYCLES			
License and registration	$6 /3 years		TMC §3.20.060
Renewal	$3 /3 years		TMC §3.20.070
BINGO			
License	$53	$55	TMC §4.24.050
Renewal	$10		
CARD ROOMS			TMC §4.04.030
License and renewal	$27	$27	TMC §4.04.050
Dealer/work permit	$63 plus	$65	TMC §4.04.070
Department of Justice Fee	$32 *		
CITATION SIGN-OFF FOR AGENCIES OUTSIDE THE CITY	$15		TMC §3.36.010 GC §2.67.461
CLEARANCE LETTER (for immigration or other clearance plus fingerprint fees)	$15		TMC §3.36.010
CONCEALED WEAPONS			
Permit	$100 (20% at application; 80% at permit issuance)		PC 26150; 26190
Department of Justice Processing Fee - Payable to DOJ	$52 *		
Department of Justice Live Scan Fee	$95 *		
Renewal	$25		
Department of Justice Fee - Payable to DOJ	$52 *		
Amended License	$10	$10	
CRIME REPORT COPY	$0.15 /page $0.15 /page bulletin entries $10.00 /report + .15 /page after 25th		TMC §3.36.010
Traffic collision report (for other than victim)			VC 20012
DOJ, FBI AND FINGERPRINT			PC 11105
DOJ and FBI fee *	$32-$100 *		TMC §3.36.010
Fingerprint (City's rolling fee) *	$20 / request		PC 26150
DUI			GC §53150 - 53159; CVC 20012
Accident response and investigation	Actual personnel cost, up to $12,000		
Arrest and report	Actual personnel cost, up to $1,000		
Firearms Sales Permit	$31 plus		PC 12071(a)(F)(7)
Department of Justice fee	$32 *		
Massage Establishment			
New	$77 plus		TMC §4.20.060
Department of Justice fee	$32 *		
Renewal	$26		TMC §4.20.040
Transfer of permit	$77		TMC §4.20.110
Change of location	$26		TMC §4.20.130

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
Massage Permit		
New	$26 plus; DOJ fee$32*	TMC §4.20.180
Renewal	$26 plus; DOJ fee$32*	TMC §4.20.160
(Plus fingerprint fees)		DOJ, PC 11105
Registration by state certificate holder	0*	TMC §4.20.155
Palmistry License Fee		
New	$581	TMC §4.12.190
Renewal	$370	TMC §4.12.109
Police Photo (reproduction)	$0.30 /photo	TMC §3.36.010
Plus traffic photo processing fee to insurance company	$44 plus $0.30 /photo	VC 20012
Police Special Services (for school and other semi-public special events)	Actual personnel costs	GC §6257
RESPOSSESSION RELEASE	$15 / vehicle	VC 9255 (3)
SECOND-HAND DEALER/PAWN BROKER		
New or Renewal (Check payable to DOJ)	$300	BP 21642.5
Department of Justice Livescan (for new permits)	$32	PC 11105
Solicitor Permit	$15	TMC §4.12.210; 3.36.010
Taxi Driver		
Permit	$113 plus; DOJ fee $32*	TMC §3.16.030
Renewal	$82	TMC §3.16.040
Background investigation (City fingerprint fee)	$10	TMC §3.16.150
Tow Truck Driver/Attendant		TMC §3.44.140
Permit	$62 plus; DOJ fee $32*	
Renewal	$31	
Vehicle Release	$114 / vehicle	VC 22850.5(a)
VIN Verification	$22 / request	TMC §3.36.010
Storage of Firearms (per domestic violence protective order)	$54 / firearm, plus $2 / day	TMC §3.52.050 PC 12021.3(j)

Latest Fee Study or Staff Report Explanation:

- City Council Resolution No. 2013-047 and accompanying staff report.
- City Council Resolution No. 2011-101 and accompanying staff report.
- City Council Res 2009-178, regarding animal services, and accompanying staff report.
- City Council Res 2008-234, regarding storage of firearms.
- City Council Res 2006-209 regarding alarm permits.
- 2003 Cost of Services Study Update, prepared by Finance Department.
  (See City Council Resolution No. 2003-059 re storage of firearms).
- 1998 Cost of Service Study.

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PUBLIC WORKS DEPARTMENT

Public Works Department
Administration, Maintenance, Operations Divisions, and Utilities Divisions

Department Contact: Rod Buchanan, Interim Director

Note: This Master Fee Schedule does not include all fees, and excludes the following:

- enterprise fund charges (water, sewer, storm water, airport, and transit);
- fees adopted under franchise agreements (cable franchise under TMC Chapter 8.10; franchise contractor for collection of solid waste, yard waste and recycling under TMC Chapter 5.20);
- fines (imposed as penalties);
- rates established by separate agreements.
- rates established by landscape maintenance districts

Public Works Department
Community Facilities Division

Department Contact: **Vanessa Carrera, Management Analyst II**

SERVICE OR APPLICATION	CURRENT FEE		LEGAL AUTHORITY
COMMUNITY CENTER RENTALS			TMC §3.36.010
Main Hall (5,300 Sq Ft) **Week Day Only (4 hour minimum)**			
Non-Profit Classification	$35 /hour		
Private Classification	$59 /hour		
Commercial Classification	$84 /hour		
Conference Room A or B (250 Sq Ft) **Week Day Only (2 hour minimum)**			
Non-Profit Classification	$7 /hour		
Private Classification	$11 /hour		
Commercial Classification	$15 /hour		
Entire Facility (6,200 Sq Ft) **(4 hour minimum)**	Week Day/ Hour	Week End/ Hour	
*Non-Profit Classification	$40	$59	
Private Classification	$69	$101	
Commercial Classification	$97	$144	
Deposits **An additional $400 Deposit is required**			
Main Hall	$400 / rental		
Conference Room A or B	$200 / rental		
Entire Facility	$400 / rental		
TRACY SPORTS COMPLEX MEETING ROOM RENTAL			
TSC Meeting Room (700 Sq Ft) **Week Day & Week End (2 hour minimum)**			
Non-Profit Classification	$14 /hour		
Private Classification	$25 /hour		
Commercial Classification	$35 /hour		
Deposits* **An additional $200 Deposit is required**			
Meeting Room	$200 / rental		

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SERVICE OR APPLICATION	CURRENT FEE		LEGAL AUTHORITY
TRACY TRANSIT STATION			TMC §3.36.010
Room 103 or 104 (590 Sq Ft) (2 hour minimum)	Week Day/Hour	Week End/Hour	
Non-Profit Classification	$18	$27	
Private Classification	$32	$47	
Commercial Classification	$45	$68	
Rooms 103-104 Combined (1,180 sf) (2 hour minimum)	Week Day/Hour	Week End/Hour	
Non-Profit Classification	$36	$54	
Private Classification	$63	$95	
Commercial Classification	$90	$135	
Room 105 (913 Sq Ft) (2 hour minimum)	Week Day/Hour	Week End/Hour	
Non-Profit Classification	$28	$42	
Private Classification	$49	$74	
Commercial Classification	$70	$105	
Lobby or Patio (1,762 Sq Ft) (2 hour minimum)	Week Day/Hour	Week End/Hour	
Non-Profit Classification	$18	$27	
Private Classification	$32	$47	
Commercial Classification	$45	$68	
Entire Facility (4,445 Sq Ft) (4 hour minimum)	Week Day/Hour	Week End/Hour	
Non-Profit Classification	$82	$123	
Private Classification	$144	$216	
Commercial Classification	$205	$308	
Deposits **An additional $400 Deposit is required**			
All Rooms	$200	per rental	
TRACY CIVIC CENTER RENTAL			
Council Chambers (3,500 Sq Ft) (4 hour minimum)	Week Day/Hour	Week End/Hour	
Non-Profit Classification	$20	$35	
Private Classification	$56	$84	
Commercial Classification	$80	$120	
Conference Room #109 (500 Sq Ft) (2 hour minimum)	Week Day/Hour	Week End/Hour	
Non-Profit Classification	$15	$23	
Private Classification	$26	$39	
Commercial Classification	$38	$56	

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SERVICE OR APPLICATION	CURRENT FEE		LEGAL AUTHORITY
			TMC §3.36.010
Conference Room #203 (825 sf) (2 hour minimum)	Week Day/Hour	Week End/Hour	
Non-Profit Classification	$25	$38	
Private Classification	$44	$66	
Commercial Classification	$63	$94	
Lobby and Both Conference Rooms (4 hour minimum)	Week Day/Hour	Week End/Hour	
Non-Profit Classification	$40	$60	
Private Classification	$70	$105	
Commercial Classification	$100	$150	
Special Events in Civic Center Park (May through October)			
Full Service Event Coordination	$1,500		
Deposit **An additional $400 Deposit is required for all activities where alcohol is sold**			
Rental Deposit	$400 / rental		
PARK AND PICNIC AREA RENTAL			
Park/Picnic ~ 1 to 50 people (4 hour minimum)			
Non-Profit Classification	$13 /hour		
Private Classification	$23 /hour		
Commercial Classification	$33 /hour		
Park/Picnic ~ 51 to 100 people (4 hour minimum)			
Non-Profit Classification	$19 /hour		
Private Classification	$33 /hour		
Commercial Classification	$48 /hour		
Park/Picnic ~ 101 + people (4 hour minimum)			
Non-Profit Classification	$25 /hour		
Private Classification	$44 /hour		
Commercial Classification	$63 /hour		
Inflatable Structures Administrative Fee All Classifications (new) (applied to all approved "jumpy" requests to accompany a park rental)	$45 / day / structure		
Non-Profit Org ~ $100 Max Non-Profit Classification	$100 / rental		

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SERVICE OR APPLICATION	CURRENT FEE			LEGAL AUTHORITY
Deposits	Per Rental			TMC §3.36.010
Less than 50, traditionally activity	$0 / rental			
50-100; or less than 5 non-traditional	$100 / rental			
101-200 attendees	$200 / rental			
201-300 attendees	$300 / rental			
301 and above attendees	$500 / rental			
PARKING LOT RENTAL **Locations and Availability at City Discretion** **(10 hour maximum)**				
Base Fee	$100, plus:			
Use Fee:	Per Parking Space			
Non-Profit Classification	$2			
Private Classification	$350			
Commercial Classification	$5			
MOBILE STAGE RENTAL	Non-Profit Per Rental		Private Per Rental	
"A" Set Up (36' X 14')	$320		$795	
"B" Set Up (36' x 18')	$500		$2,170	
"C" Set Up (36' x 22')	$570		$2,805	
Deposits				
All Stage Rentals		$400	/ rental	
TENNIS COURT RENTAL				
		Per Hour / Per Court		
Rental	Private	League	Tournament	
Non-Profit Youth Classification	$0	$5	$5	
	$0	$5	$10	
Private Classification	$5	$7	$15	
Commercial Classification	$10	$10	$15	
		Per Hour / Per Court		
Lights Fee	Private	League	Tournament	
Non-Profit Youth Classification	$0	$5	$7	
Non-Profit Adult Classification	$0	$5	$10	
Private Classification	$5	$10	$12	
Commercial Classification	$0	$10	$12	
Deposits Tennis Court Rental Deposit		$50 / day / crt		

Legend:

* Not subject to CPI adjustment	CBC - CA Building Code	CFR - Code of Federal Regulations	**B & P - CA Bus. & Professions Code**
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PRC - CA Public Resources Code	CFC - CA Fire Code	**FAC - CA Food & Agriculture Code**	

SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
WEST HIGH SWIMMING POOL RENTALS		TMC §3.36.010
Any Size Groups, When Organization Provides Own Lifeguards		
Non-Profit Classification (Half Pool)	$57.75 /hour	
Non-Profit Classification (Full Pool)	$110.50 /hour	
Up to 50 People, Includes 2 Lifeguards		
Non-Profit Classification (Half Pool)	$105 /hour	
Private Classification (Half Pool)	$115 /hour	
Commercial Classification (Half Pool)	$130 /hour	
Non-Profit Classification (Full Pool)	$205 /hour	
Private Classification (Full Pool)	$225 /hour	
Commercial Classification (Full Pool)	$245 /hour	
Up to 75 People, Includes 3 Lifeguards		
Non-Profit Classification (Half Pool)	$120 /hour	
Private Classification (Half Pool)	$130 /hour	
Commercial Classification (Half Pool)	$140 /hour	
Non-Profit Classification (Full Pool)	$235 /hour	
Private Classification (Full Pool)	$255 /hour	
Commercial Classification (Full Pool)	$275 /hour	
Up to 100 People, Includes 4 Lifeguards		
Non-Profit Classification (Half Pool)	$135 /hour	
Private Classification (Half Pool)	$145 /hour	
Commercial Classification (Half Pool)	$155 /hour	
Non-Profit Classification (Full Pool)	$265 /hour	
Private Classification (Full Pool)	$285 /hour	
Commercial Classification (Full Pool)	$305 /hour	
100 to 150 People, Includes 5 Lifeguards		
Non-Profit Classification (Half Pool)	$150 /hour	
Private Classification (Half Pool)	$160 /hour	
Commercial Classification (Half Pool)	$170 /hour	
Non-Profit Classification (Full Pool)	$295 /hour	
Private Classification (Full Pool)	$315 /hour	
Commercial Classification (Full Pool)	$335 /hour	

Legend:

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
WEST HIGH SWIMMING POOL RENTALS, Continued		TMC §3.36.010
Over 150 People, Includes 6 Lifeguards		
Non-Profit Classification (Half Pool)	$165 /hour	
Private Classification (Half Pool)	$175 /hour	
Commercial Classification (Half Pool)	$185 /hour	
Non-Profit Classification (Full Pool)	$325 /hour	
Private Classification (Full Pool)	$345 /hour	
Commercial Classification (Full Pool)	$365 /hour	
Deposits		
All Classifications, All Group Sizes	$100 / rental	
Additional WHS Pool Rental Fees		
Restrooms (for non-pool events)	$40 /hour	
Restrooms (for non-pool events)	$200 / day	
Extra lifeguard (as deemed necessary by staff, based on event)	$15 / hour / lifeguard	
JOE WILSON COMMUNITY POOL RENTALS		
Any Size Groups, When Organization Provides Own Lifeguards		
Non-Profit Classification	$50 /hour	
Up to 50 People, Includes 2 Lifeguards		
Non-Profit Classification	$70 /hour	
Private Classification	$80 /hour	
Commercial Classification	$90 /hour	
Up to 75 People, Includes 3 Lifeguards		
Non-Profit Classification	$85 /hour	
Private Classification	$95 /hour	
Commercial Classification	$105 /hour	
Up to 100 People Max, Includes 4 Lifeguards		
Non-Profit Classification	$100 / hour /hour	
Private Classification	$110 /hour	
Commercial Classification	$120 /hour	
Deposits		
All Classifications, All Group Sizes	$100 / rental	

Legend:

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
		TMC §3.36.010
LOLLY HANSEN SENIOR CENTER RENTAL		
Multi-Purpose Room (2,225 Sq Ft) **Week Day & Week End (4 hour minimum)**		
Non-Profit Classification	$13 /hour	
Private Classification	$23 /hour	
Commercial Classification	$0 / hour	
Arts and Crafts Room (675 Sq Ft) **Week Day & Week End (4 hour minimum)**		
Non-Profit Classification	$5 /hour	
Private Classification	$9 /hour	
Commercial Classification	$0 / hour	
Entire Facility (4, 350 Sq Ft) **Week Day & Week End (4 hour minimum)**		
Non-Profit Classification	$26 / hour	
Private Classification	$46 / hour	
Commercial Classification	$0 / hour	
MOU – Hours Provided to Non-Profits/Gov	$0 / hour	
Deposits An additional $400 Deposit is required for all activities where alcohol is sold		
Multi-Purpose Room	$200 / rental	
Arts and Crafts Room	$200 / rental	
Entire Facility	$200 / rental	
SPORT FACILITIES (TBP, TSC, Plasencia Fields, Tiago, Galli, & Bland Ball Fields)		
Hourly Fee ~ League/Individual		
Non-Profit Youth Classification	$5 / hour / field	
Non-Profit Adult Classification	$11 / hour / field**	
Private Classification	$19 / hour / field**	
Commercial Classification	$26 / hour / field**	
Lights Fee ~ League/Individual		
Non-Profit Youth Classification	$7 / hour / field	
Non-Profit Adult Classification	$10 / hour / field	
Private Classification	$12 / hour / field	
Commercial Classification	$18 / hour / field	

Legend:

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PRC - CA Public Resources Code	CFC - CA Fire Code	FAC - CA Food & Agriculture Code	

SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
SPORT FACILITIES (TBP, TSC, Plasencia Fields, Tiago, Galli, & Bland Ball Fields), Continued		TMC §3.36.010
Daily Fee ~ Tournaments		
Non-Profit Youth Classification	$60 / hour / field	
Non-Profit Adult Classification	$100 / hour / field	
Private Classification	$120 / hour / field	
Commercial Classification	$120 / hour / field	
Lights Fee ~ Tournaments		
Non-Profit Youth Classification	$10 / hour / field	
Non-Profit Adult Classification	$10 / hour / field	
Private Classification	$10 / hour / field	
Commercial Classification	$10 / hour / field	
Staff for Sports Complex Use		
Non-Profit Youth Classification	$25 / hour / complex	
Non-Profit Adult Classification	$25 / hour / complex	
Private Classification	$25 / hour / complex	
Commercial Classification	$25 / hour / complex	
Softball Field Preparations		
A Prep – Light Watering	$5 / preparation	
B Prep – Light Watering, Minor Dragging	$13 / preparation	
C Prep – Full Field Preparation	$26 / preparation	
Use of Temporary Outfield Fencing	$100 / field	

Latest Fee Study or Staff Report Explanation:

- City Council Resolution No. 2011-101 and accompanying staff report.
- City of Tracy Parks and Community Services Department, General Fund, Cost of Services Study Findings, June, 2008, prepared by MGT of America, Inc.

Legend:

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RESOLUTION _____

APPROVING THE MASTER FEE SCHEDULE

WHEREAS, City departments have proposed, and the City Council has adopted, various fees relating to the work of City departments, and

WHEREAS, The City desires to improve public and customer information dissemination, and

WHEREAS, On May 17, 2011, and June 5, 2012, the City Council adopted the consolidated, City-wide Master Fee Schedule to provide for a record of fees in a single document, improve public information, and provide consistent updating of the fees (Resolutions 2011-101 and 2012-111), and

WHEREAS, The Master Fee Schedule reflects fees charged for City services but does not include the following types of fees and charges:

- development impact fees adopted under the Mitigation Fee Act;
- mitigation fees (i.e., habitat and agricultural mitigation fees);
- business license fees (taxes);
- enterprise fund charges (water, sewer, storm water, airport, transit);
- fees adopted under franchise agreements (cable franchise under TMC Chapter 8.10; franchise contractor for collection of solid and yard waste, and recycling under TMC Chapter 5.20);
- landscape maintenance district (special assessments);
- fines (imposed as penalties);
- leases of City property; and
- rates established by separate agreements (i.e., Tracy Unified School District and performance artists), and

WHEREAS, The staff reports on this item in 2011 and 2012, state the City's intention to update the Master Fee Schedule on an annual basis, based on an automatic cost-of-living adjustment calculated since the fees were last set, and

WHEREAS, The proposed, updated Master Fee Schedule has been prepared with an automatic CPI adjustment of 2.4%, rounded to the nearest dollar (except where cents are already used) with the exception of: (1) Recreation fees (2) Cultural Arts and Grand Theatre fees; and (3) other fees indicated by an asterisk; and that modifications to the Schedule also include the deletion of recreation fees due to program cancellations, the inclusion of Cultural Arts programs that were previously approved by Council but were inadvertently omitted from the prior Schedule update, and corrections of minor errors, and

WHEREAS, The adoption of the Master Fee Schedule is not subject to the California Environmental Quality Act because it is not a project that has the potential for causing a significant effect on the environment (CEQA Guidelines, 14 California Cod of Regulations, §15061(b)(3)), and

WHEREAS, On June 4,2013, City Council held a public meeting where all interested parties were able to provide testimony;

NOW, THEREFORE, BE IT RESOLVED, The Tracy City Council hereby resolves, declares, determines, and orders as follows:

1. The Master Fee Schedule, attached to this Resolution as Exhibit A, is approved.

2. This Resolution takes effect immediately; however, the Development Services fees take effect on August 6, 2013 which is at least 60 days after its adoption (as required by Government Code Section 66017).

3. This Resolution supersedes Resolution 2012-111.

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

The foregoing Resolution 2013-_____ was adopted by the Tracy City Council on the 4th day of June 2013, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

Attachment: Exhibit A, Master Fee Schedule

Exhibit A

TRACY

Think Inside the Triangle

City of Tracy

Master Fee Schedule

Adopted by City Council Resolution No. 2012-101, May 17, 2011

Amended by Resolution No. 2012-111, June 5, 2012
Amended by Resolution No. 2013-047, April 2, 2013
Amended by Resolution No. _____ June 4, 2013

Effective June 5, 2013, with the exception of Development Services which will be effective August 6, 2013 due to revised Conditional Use Permit fees

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Introduction

The City of Tracy Master Fee Schedule is a compilation of most of the fees charged by the City for services. It is organized by Department and does not include the following types of fees:

- development impact fees adopted under the Mitigation Fee Act;
- mitigation fees (ie habitat mitigation, agricultural mitigation fees);
- business license fees (taxes);
- enterprise fund charges (water, sewer, storm water, airport, transit);
- fees adopted under franchise agreements (cable franchise under TMC Chapter 8.10; franchise contractor for collection of solid waste, yard waste and recycling under TMC Chapter 5.20);
- landscape maintenance district assessments;
- fines (imposed as penalties);
- leases of City property; and
- rates established by separate agreements (ie Tracy Unified School District).

The Master Fee Schedule will generally be updated annually, and most fees will increase by a cost-of-living adjustment (CPI) rounded to the nearest dollar. The fees which are updated by some other method are indicated as such.

Public services may be classified as community-supported public services, such as police and fire services. These are typically provided to the community as a whole and are supported by general tax dollars from the City's general fund.

Personal choice services are optional, such as taking a class, and are requested by the customer.

Property development services (requiring a building permit or land use entitlement) is done at the request, and for the benefit, of the owner. Fees are usually charged for these types of services, though some may be subsidized with general tax dollars when they have some social, safety, or welfare benefit.

City Staff whom worked to update this Master Fee Schedule include the following representatives from each Department:

Administrative Services, Finance Division	Anne Bell
City Attorney's Office	Judith Robbins
City Clerk'S Department	Sandra Edwards
City Manager's Department	Linda Bower
City Manager's Department, Cultural Arts Division	Jeffrey Haskett
City Manager's Department, Recreation Division	Kim Scarlata
City Manager's Department, Theater Division	William Wilson
Development Services, Engineering Division	Kuldeep Sharma
Development Services, Planning Division	William Dean
Fire Department, Fire Administration Division	David Bramell
Police Department, Support Operations Division	Lani Smith
Public Works Department, Community Facilities Division	Vanessa Carrera

ADMINISTRATIVE SERVICES DEPARTMENT

Administrative Services Department
Finance Division

Department Contact: Anne Bell, Mgt. Analyst II

SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
Fire Sprinkler Charges		Reso.2012-111
(Water Access/Availability)		
2" line	$5	
4" line	$10	
6" line	$21	
8" line	$31	
10" line	$41	
12" line	$52	
Business Licenses:		
• State disability access fee	$1 /application or renewal	GC §4467
Note re: Other Business License Fees:		
• Business license fee amounts are established		TMC6.04.130
by ordinance, at TMC Chapter 6.04.		
• Transfer, assignment or duplication fee	$5 /duplication	TMC6.04.130
• [1] Penalty of 10% of business tax for delinquent taxes, not to exceed 50% 6.04.170.		TMC 6.04.170

Note: Business Licenses:

- Business license fee amounts are established by ordinance, at TMC Chapter 6.04.
- [1] For failure to pay a business tax

Note: Transient Occupancy Tax

- Established by ordinance as 10% of rent, at TMC 8.48.230.

Latest Fee Study or Staff Report Explanation:

- City Council Resolution No. 2012-243 and assoicated staff report.
- City Council Resolution No. 2011-101 and associated staff report.
- 2003 Cost of Services Study Update, prepared by Finance Department. (See City Council Resolution No. 2003-059). Relates to water delinquencies, business licenses and returned checks.
- 1998 Cost of Service Study.
- City Council Resolution 95-018 and associated staff report.

Legend:

* Not subject to CPI adjustment	CBC - CA Building Code	CFR - Code of Federal Regulations	B & P - CA Bus. & Professions Code
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Administrative Services Department
Human Resources Division

Department Contact: Midori Dearborn, Senior Human Resources Analyst

There are no Human Resources Division Fees.

Administrative Services Department
Information Technology Division

Department Contact: Matt Engen, Manager

There are no Information Technology Division Fees.

CITY-WIDE FEES

CITY CLERK & CITY MANAGER'S DEPARTMENTS

City-Wide Fees
City Clerk and City Manager's Departments

Department Contacts: Maria Hurtado, Assistant City Manager; Sandra Edwards, City Clerk

SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
		TMC §3.36.010
Annual Subscriptions (City Council, Planning Commission)		GC §6253
Agendas	$36 / month $2 / disc / agenda	Reso. 2007-258
Minutes*	$0.15 / page	GC §6253
Appeals		
To City Council To City Manager	$155 $155	TMC §1.12.020(B)(2) TMC §1.12.010(D)(2)
By Impartial Hearing Officer	May be shared equally by parties	TMC §1.12.030
Document Certification	$15 / document b	
Photocopies		
Paper Copy * Oversized Copy	$0.15 / page At cost	GC §6253
Maps *	At cost	GC §6253
Duplicating Recording of Public Meeting: Video or Audio DVD of Council Meeting	 At cost $2	
Notary Fee *	$10	GC §8211
Palmistry License Fee (through Police Dept) New Renewal	 $567 $360	TMC §4.12.190

Latest Fee Study or Staff Report Explanation:

- City Council Resolution No. ~~2011-101~~ 2012-111 and accompanying staff report.
- Updated Council Policies and Procedures, City Council Resolution No. 2007-258.
- Resolution No. 2003-059 and accompanying staff report.
- [b] 1998 Cost of Service Study, and 2003 Cost of Services Update, prepared by Finance Department. (City Council Resolution No. 2003-059).

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City Manager's Department
Grand Theatre\Cultural Arts Divisions

Division Contact: Division Contacts:
Kim Scarlata, Recreation Manager
Jeffrey Haskett, Theater Manager
William Wilson, Gallery Supervisor, Cultural Arts

* Fees are set by this Department annually and are not subject to automatic CPI adjustments.

SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
		TMC §3.36.010
DEPOSITS		
Grand Theatre (Refundable)	$500	
Studio Theatre	$250	
Movement Theatre	$100	
Art Studio	$100	
Art Studio 2	$100	
Children's Art Studio	$100	
Music Rooms 1-1	$100	

ETK THEATRE

Note:

Grand Theatre base rental is 8 hours and includes: 1 staff technician and 1 front-of-house supervisor.

Prime time is Friday through Sunday. Percentage payment is based on gross receipts. Fee is either minimum or percentage, whichever is greater.

	Non-profit	Commercial	
Prime Time Rental: Performance			
First 8 hours	$574 or 10%	$1,722 or 15%	
Each Additional Hour	$100	$300	
Prime Time Rental: Rehearsal			
First 8 hours	$574	$1,722	
Each Additional Hour	$100	$300	
Non-Prime Time Rental: Performance			
First 8 hours	$287	$750	
Each Additional Hour	$100	$300	
Non-Prime Time Rental: Rehearsal			
First 8 hours	$143	$375	
Each Additional Hour	$100	$300	
Prime Time Resident Company Rental: Performance or Rehearsal	$460 / 8 hours	Not Applicable	
Non-Prime Time Resident Company Rental: Performance	$230 / 8 hours	Not Applicable	
Non-Prime Time Resident Company Rental: Rehearsal	$115 / 8 hours	Not Applicable	

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SERVICE OR APPLICATION	CURRENT FEE		LEGAL AUTHORITY
STUDIO THEATRE			TMC §3.36.010
Note: Prime time is Friday through Sunday. Percentage payment is based on gross receipts. Fee is either minimum of percentage, whichever is greater.			
	Non-profit	Commercial	
Prime Time Rental: Performance			
First 5 Hours	$110 or 10%	$330 or 15%	
Each Additional Hour	$60	$180	
Prime Time Rental: Rehearsal			
First 5 Hours	$110	$330	
Each Additional Hour	$60	$180	
Non-Prime Time Rental: Performance			
First 5 Hours	$80	$330 or 15%	
Each Additional Hour	$60	$180	
Non-Prime Time Rental: Rehearsal			
First 5 Hours	$80	$330	
Each Additional Hour	$60	$180	
Meeting	$225 / 2 hrs		
Each Additional Hour	$40	$115	
Prime Time Resident Company Rental - Performance or Rehearsal	$88 / 5 hrs	Not Applicable	
Non-Prime Time Resident Company Rental - *Performance*	$64 / 5 hrs	Not Applicable	
Non-Prime Time Resident Company Rental - *Rehearsal*	$64 / 5 hours	Not Applicable	
DANCE STUDIO, ART STUDIO I AND II, AND CHIDREN'S ART STUDIO			
Class/Meeting or Studio Theatre			
First 2 Hours	$75	$225	
Each Additional Hour	$40	$115	
ART PARTIES			
First 2 Hours	$50	$150	
Each Additional Hour	$35	$75	
Materials Fee (activity dependent	$5 - $25 / person		
LARGE MUSIC ROOM (Includes Any Room Set Up & Tear Down)			
Class/Meeting			
First 2 Hours	$25	$100	
Each Additional Hour	$35	$125	
MUSIC ROOM (Includes any room set up and tear down)			
Class (medium) or			
First 2 Hours	$25	$100	
Practice & Each Additional Hour	$35	$125	

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SERVICE OR APPLICATION	CURRENT FEE		LEGAL AUTHORITY TMC §3.36.010
	Non-profit	Commercial	
GRAND GALLERIES	$75 /2 hrs	$225 /2 hrs	
Each Additional Hour	$50	$150	
LOBBY AREAS			
Upstairs	$250 /4 hrs	$500 /4 hrs	
Downstairs	$200 /4 hrs	$400 /4 hrs	
OLD TOWN HALL & JAIL			
Weekday (Mon 8am – Fri 6 pm)	$40 /2 hrs	$60 /2 hrs	
Weekend (Fri 6 pm – Mon 8 am)	$50 /2 hrs	$100 /2 hrs	
2ND FLOOR ARTS OFFICE			
Weekday (Mon 8am – Fri 6 pm)	$30 /2 hrs	Not Available	
Weekend (Fri 6 pm – Mon 8 am)	$40 /2 hrs		
(LOGGIA)			
May only be rented as part of another rental			
Reception (hourly rate)	$50	$150	
BOX OFFICE SERVICES			
Per Performance	$100	$300	
Per Ticket Charge to Patron	$3		
General Admission Per Ticket to P	$1		
Marquee Listing	$50 / day	$100 / day	
MISCELLANEOUS RENTALS			
Grand Piano	$900 / use		
Baby Grand Piano	$500 / use		
Piano Tuning at Renter's Expense	$150 each		
Installation/Removal of Floor for (	$250 / use		
Wireless Microphones	$25 / day		
Microphone Stands	$0 / use		
Follow Spot	$350 / use		
Video Projector	$100 / day		
Laptop Computer	$50 / use		
Screen	$30 / use	$90 / use	
LCD Projector per Day/Event	$0 / use		
Marquee Sign Listing	$100 / use		

Legend:

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
LABOR FEES		TMC §3.36.010
Technical Theatre Supervisor	$56 / hr	
Theatre Technicians	$40 / hr	
General Stagehands	$20 / hr	
Follow Spot Operator	$15 / hr	
Merchandise Sales Person	$15 / hr	
Gallery Supervisor	$40 / hr	
Gallery Docents	$15r / hr	
Arts Education Instructor	$25 / hr	
Recreation Leader	$15 / hr	
ADDITIONAL FEES		
Janitorial Fees	$150 / day	
Season Discount/Reward Card	$20 / year	
Large Format Printing (posters, signs)	$2 / Sq Ft	
CERAMICS		TMC §3.36.010; Reso. 2007-232
Building Example Classes: Wheel Throwing, Hand Building, Molding	$50-$300	
Firing Example Classes: Kiln Loading, Firing Tecniques	$40-$300	
Glazing Example Classes: Glazing & Finishing	$20-$300	
Workshops Workshop Example: Artist Talks and Demonstrations	$10-$300	
DANCE		
Children's Classical Example Classes: Ballet, Lyrical	$30-$150	
Children's Modern Example Classes: Jazz, Hip-Hop, Tap, Creative Dance	$30-$150	
Children's Workshops	$10-$200	
Adult Classical Example Classes: Ballet, Lyrical	$30-$150	
Adult Modern Example Classes: Hip-Hop, Tap, Jazz	$30-$150	
Adult Ballroom Example Classes: Swing, Salsa, Waltz	$30-$150	
Adult Workshops	$10-$300	
DRAMA		
Acting Technique Example Classes: Improvisation, Beginning Acting	$40-$250	
Technical Theater Example Classes: Set Building, Lighting/ Audio	$40-$250	
Performance Example Classes: Musical Theater, Scene Study	$40-$250	
Workshops Example Workshops: Audtion Workshops, Theater Camps	$10-$300	

Legend:

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
MUSIC		TMC §3.36.010; Reso. 2007-232
Perucssion Example Classes: Drumming, Muisc & Rhythm	$50-$200	
Strings Example Classes: Guitar, Violin	$50-$200	
Horns Example Classes: Trumpet, Saxophone, Clarinet	$50-$200	
Keyboard Example Classes: Piano, Group Keyboarding	$50-$200	
Voice Example: Group & Private Voice	$50-$200	
Music Methodologies Example: Music Theory, Music History	$50-$200	
Workshops Example: Music PR, Breaking into the Music Business	$10-$300	
VISUAL ARTS		
Children's Drawing Example Classes: Pre-School Drawing, Cartooning	$40-$120	
Children's Painting Example Classes: Acrylic & Watercolor Painting	$40-$120	
Children's Design Example Classes: Color and Light, Graphic Design	$40-$150	
Children's Mixed Media Example Classes: Print Making, Storybook Building	$40-150	
Children's Workshops Example Workshops: Cartoon Workshop, Fused Glass Making	$10-$250	
Adult Drawing Example Classes: Landscape, Figure, Still Life Drawing	$40-$300	
Adult Painting Example Classes: Acyrlic, Oil, and Watercolor Painting	$40-$300	
Adult Design Example Classes: Graphic Design, Fashion Design	$40-$300	
Adult Mixed Media Example Classes: Apparel Construction, Weaving, Sculpting	$40-$300	
Adult Workshops Example Workshops: Art History, Artist Talks and Demonstrations	$10-$300	
Performance Admission Fees	Cost to City Based on Performer	

Latest Fee Study or Staff Report Explanation:

- City Council Resolution No. 2007-232 and associated staff report.

Legend:

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City Manager's Department
Recreation Division

Division Contact: Kim Scarlata, Recreation Manager

* Fees are set by this Department annually and are not subject to automatic CPI adjustments.

SERVICE OR APPLICATION	CURRENT FEE			LEGAL AUTHORITY
ADMINISTRATION FEES/CHARGES/SERVICES				TMC §3.36.010
Advertising Fee for Activity Guide[1]				
Full page, back cover	$1,000			
Full page, inside back cover	$500			
½ page, inside	$350			
¼ page, inside	$200			
[1]Applied to advertising in City's Activity Guide publications				
Insurance Processing Fee Fee for public purchase of event Insurance	$35 / transaction			
Program Transaction Fee Applied to withdrawal, refund, credit or transfer	$5 / transaction			
Fac. Rental Applic. Processing Fee	$35 / transaction			
Early Registration Discount	($10) / registration			
Online Registration Discount	($10) / registration			
Sibling Registration Discount	10% / registration			
Range of Fee Increase for Contract Classes To be used based on staff's assessment of need, and negotiations with Contract Instructors	20% / registration			
CURRENT SPECIAL INTEREST (CONTRACTOR) CLASSES				
Baby Sitter Training	$85/Non-Res	$77/Res	/2-day session	
Cardio Kick Boxing	$55/Non-Res	$50/Res	/6-week session	
Cheer Prep	$50/Non-Res	$45/Res	/4-week session	
Cheer-Preschool	$50/Non-Res	$45/Res	/4-week session	
Classic Gym-Preschoolers	$53/Non-Res	$48/Res	/4-week session	
Classic Gym-Youth	$57/Non-Res	$52/Res	/4-week session	
CPR/FA	$55/Non-Res	$50/Res	/1-day session	
Dog Obedience-Advanced	$105/Non-Res	$95/Res	/7-week session	
Dog Obedience-Basic	$127/Non-Res	$115/Res	/7-week session	
Golf Lessons-Adult	$66/Non-Res	$60/Res	/4-week session	
Gymnastic Camps	$66/Non-Res	$60/Res	/per week	
Just 4 Kicks-Preschool	$79/Non-Res	$72/Res	/8-week session	
Just 4 Kicks-Youth	$79/Non-Res	$72/Res	/8-week session	
KidSAFE	$99/Non-Res	$90/Res	/10 -week session	
LEGO Camp (Half Day)	$189/Non-Res	$172/Res	/per week	
Mad Science (Half Day)	$185/Non-Res	/$169/Res	/per week	
Preschool AM	$193/Non-Res	$175/Res	/per calendar month	
Preschool PM	$418/Non-Res	$380/Res	/per calendar month	

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PRC - CA Public Resources Code	CFC - CA Fire Code	FAC - CA Food & Agriculture Code	hr(s) - hour(s)

SERVICE OR APPLICATION	CURRENT FEE			LEGAL AUTHORITY
CURRENT SPECIAL INTEREST (CONTRACTOR) CLASSES, CONTINUED				TMC §3.36.010
Safety Club	$21/Non-Res	$18/Res	/1-day workshop	
SNAP Summer Day Camp	$55/Non-Res	$50/Res	/per week	
SNAP After School Program	$28/Non-Res	$25/Res	/per week	
Tennis-Adult	$55/Non-Res	$50/Res	/4-week session	
Tennis-Tiny Tots	$48/Non-Res	$44/Res	/4-week session	
Tennis-Youth	$55/Non-Res	$50/Res	/4-week session	
Tracy Online Learning	$97/Non-Res	$88/Res	/6-week session	
Yoga-Adults	$35/Non-Res	$32/Res	/4-week session	
Yoga-Seniors	$33/Non-Res	$30/Res	/per calendar month	
Action Gymnastics	$83/Non-Res	$75/Res	/8-week session	
Action Gymnastics Parent/Tot	$28/Non-Res	$25/Res	/4-week session	
Action Gymnastics Parent/Tot Adv	$33/Non-Res	$30/Res	/4-week session	
Zumba 10-day Pass	$88/Non-Res	$80/Res	/10-day pass	
Zumba 20-day Pass	$165/Non-Res	$150/Res	/20-day pass	
Zumba Drop In	$13/Non-Res	$10/Res	/per drop in	
Tai Chi	$44/Non-Res	$40/Res	/6-week session	
Tiny Tots Hooked on Books	**$53-/Non-Res**	$48/Res	/4-week session	
Basic Gardening	$28/Non-Res	$25/Res	/4-week session	
Bowling for Beginners	$99/Non-Res	$90/Res	6-week session	
Camps-Biology Camp	$220/Non-Res	$200/Res	/per week	
Camps-Build a Robot	$198/Non-Res	$180/Res	/per week	
Camps-Chess	$59/Non-Res	$54/Res	/3-week session	
Camps-Eagal Lakes	$94/Non-Res	$85/Res	/3-day session	
Camps-Kidsafe	$99/Non-Res	$90/Res	/3-week session	
Computer Tech Camp	$204-$149/Non-Res	$185-135/Res	/5-day session	
Fly Fishing	$33/Non-Res	$30/Res	/1-day workshop	
Just 4 Hoops	$59/Non-Res	$54/Res	/6-week session	
Just 4 Kicks Camps Preschoolers	$94/Non-Res	$85/Res	/5-day session	
Just 4 Kicks Camps Youth	$110/Non-Res	$100/Res	/5-day session	
Kindergarten Tutoring	$63/Non-Res	$57/Res	/4-week session	
Tae Kwon Do Tots	$47/Non-Res	$43/Res	/4-week session	
Tennis Camp Preschoolers	$50/Non-Res	$45/Res	/1-week session	
Tennis Camp Youths	$55/Non-Res	$50/Res	/1-week session	
SERVICE OR APPLICATION	**CURRENT FEE**			**LEGAL AUTHORITY**
NEW SPECIAL INTEREST (CONTRACTOR) CLASSES				TMC §3.36.010
Adventure Thursdays Field Trip	$65/Non-Res	$59/Res	/per trip	
Arthritis Foundation Tai Chi	$64/Non-Res	$58/Res	/8-day session	
Athletic Perfection - Play Date	$23/Non-Res	$20/Res	/1-day session	
Athlete in You	$50/Non-Res	$45/Res	/4-week session	
Camps - Fencing	$220/Non-Res	$200/Res	/per week	
Camp - Flag Football	$165/Non-Res	$150/Res	/per week	
Camps - Skyhawks Basketball	$54/Non-Res	$49/Res	/4-sessions	
Camps -Skyhawks Baseball	$54/Non-Res	$49/Res	/4-sessions	
Camps - Skyhawks Sports	$164/Non-Res	$149/Res	/per week	
Camps - Tennis	$165/Non-Res	$150/Res	/per week	
Classic Gym - Open Gym	$3		/per drop-in	
Classic Gym - Crafty Time	$72/Non-Res	$65/Res	/4-week session	
Classic Gym - School's Out Party	$20		/per drop-in	
Fencing for Beginners	$99/Non-Res	$90/Res	/4-week session	
Get Up & Moving Fitness	$66-$220/Non-Res	$60-$200/Res	/4, 10, 20-day passes	
Leaders in Training: Jr Rec Leaders	$83/Non-Res	$75/Res	/2-day session	
Tai Chi Arthritis Foundation	$70/Non-Res	$64/Res	/6-sessions	
Tennis - Cardio Workshop	$28/Non-Res	$25/Res	/1-day workshop	
Workshop Series for Adults	$8/Non-Res	$5/Res	/1-day workshop	
Yoga - Adults	$83/Non-Res	$75/Res	/10-day pass	

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
YOUTH & TEENS		TMC §3.36.010
BBQ and Game Day	$3 / person	
Teen Swim Events	$5 / person	
Teen Events		
Minimum	$5 / person	
Maximum	$20 / person	
Girls Retreat	$10 / person	
Teen Camps	$77/Non-Res/week $70/Res/week	
Teen Chill Out Night (Movie & Popcorn)	$3 / person	
Extreme Sports Day (competition registration)	$10 / person	
Fashion Show	$10 / person	
Ski/Snowboard Trip	$90 / lift ticket only $125 /rental & lift ticket $125 /rentals, lift & lesson $55 / transportation only $5 / helmet rental	
S.A.F.E. (Teen After School Program) Minimum: Maximum: *Fee ranges based on direct costs	$50 / membership/school yr $100 / membership/school yr $0 / drop-in for members $5 / scrapbooking class $5 / cooking class	
MCYSN		
Mobile recreation (Roll'n Rec)	$0 / person	
YOUTH DEVELOPMENT		
ROC (Recreation on Campus After School)* *Fee ranges based on direct costs		
Minimum	$180 / regular-per month	
Maximum	$240 / regular-per month	
ROC (Recreation on Campus After School)* *Fee ranges based on direct costs		
Minimum	$15 / daily-per day	
Maximum	$24 / daily-per day	
ROC (Recreation on Campus After School)* *Fee ranges based on direct costs		
Minimum	$105 / hourly-per month	
Maximum	$144 / hourly-per month	
Summer Camp (Full Day) 7am-6pm* *Fee ranges based on direct costs		
Minimum	$140 / week	
Maximum	$192 / week	
Summer Camp Extended Care Fees (7am-9am, 3pm-6pm)	$35 / week	
Summer Camp 9am-3pm ONLY* *Fee ranges based on direct costs	$150 / week	
Summer Camp (Half Day) 9am-12pm or 1pm-4pm* *Fee ranges based on direct costs		
Minimum	$65 / week	
Maximum	$90 / week	
SENIORS		
Senior Health & Wellness		
Wii Jubilee Fitness	$0 / class	
Virtues	$0 / class	
Power Walk	$0 / class	
Cardio and Core	$1 / class	
Cardio and Stretch	$1 / class	

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SERVICE OR APPLICATION	CURRENT FEE		LEGAL AUTHORITY
SENIORS, Senior Health and Wellness, Continued			TMC §3.36.010
Tone Your Body	$1	/ class	
Abs, Backs and Gluts	$1	/ class	
Cardio Drill	$1	/ class	
25 Visit - Senior Fitness Pass	$20	/ card	
Tai Chi (New)	$44/Non-Res	$40/Res	
Senior Arts & Music			
Senior Idol	$0	/ class	
Wood Carving	$0	/ class	
Arts & Craft Class	$0	/ class	
Arts & Craft Project	$5	/ project	
Painting	$0	/ class	
Scrapbooking	$0	/ class	
Sewing	$0	/ class	
Beading	$7	/ month	
Card Making	$2	/ class	
Tap Dancing	$2	/ class	
Line Dancing	$2	/ class	
Country Jams	$2	/ class	
Senior Recreation			
Tea Social	$0	/ class	
Bingo	$0	/ class	
Social Recreation Programs	$0	/ class	
Table Games	$0	/ class	
Senior Special Events			
Minimum	$5	/ event	
Maximum	$20	/ event	
Booth for Special Events	$25	/ event	
St. Patty's Day & Oktoberfest Lunch	$5	/ person	
Dances	$5	/ person	
Fashion Show	$0	/ class	
SNAP Friday Night Dance	$0	/ class	
20 Visit Drop-In Activities Card	$20	/ card	
Senior Trips			
Golden Agers Bus Trips	$33/Non-Res	$30/Res	
Senior Social Services			
Lunch Program	$0	/ month	
AARP Programs	$0	/ month	
Other Services	$0	/ month	
Clubs	$0	/ month	
ATHLETICS			
Adult Sports			
Adult Slow Pitch Leagues*			
Minimum	$280	/ team	
Maximum	$520	/ team	
*League fees pending format, number of games & srvcs			
Adult/Youth Fast Pitch Leagues*			
Minimum	$450	/ team	
Maximum	$600	/ team	
*League fees pending format, number of games & srvcs			
Adult/Youth Softball Tournament*			
Minimum	$250	/ team	
Maximum	$500	/ team	
*Tournaments vary based on type of tournament and awards provided			

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SERVICE OR APPLICATION	CURRENT FEE			LEGAL AUTHORITY
ATHLETICS				TMC §3.36.010
Adult Sports, Continued				
Adult Softball Protest Fee	$25	/ per protest		
Adult Flag Football League Minimum Maximum *League fees pending format, number of games & services	 $400 $600	 / team / team		
Youth Sports				
Youth Basketball League (Youth Hoops) Minimum Maximum	Per Non-Res Player $75 $85	Per Res Player $75 $80		
Jr. Giants Youth Baseball (Free Program)	$0	$0		
Youth Sports Camps Minimum Maximum	Per Non-Res Player $60 $88	Per Res Player $60 $80		
Flag Football League Minimum Maximum	Per Non-Res Player $75 $99	Per Res Player $75 $90		
AQUATICS				
General Recreation Swim				
Individual Entrance Fee	$2	/ person		
10-Visit Pass	$25	/ pass		
Swim Lessons				
Parent/Tot	$55	/ parent/tot		
Learn To Swim*				
Minimum	$29/Non-Res	$26/Res/team		
Maximum	$66/Non-Res	$60/Res	2 week session	
*Fees vary based on number of instruction days				
Water Aerobics				
Drop-In	$4	/ person		
10-Visit Pass	$30	/ pass		
Lap Swimming				
Individual Entrance Fee	$3	/ person		
10-Visit Pass	$25	/ pass		
Other Classes/Programs				
Introduction to Lifesaving	$60/Non-Res	$55/Res	2 week session	
Swim Camp	$80/Non-Res	$75/Res	2 week session	
Diving	$60/Non-Res	$55/Res	2 week session	
Basic Water Polo	$60/Non-Res	$55/Res	2 week session	
Lifeguard Training	$253/Non-Res	$230/Res	1 week session	
Private Swim Lesson (one ½-hour session)	$105/Non-Res	$100/Res	2 week session	
Discover SCUBA	$18/Non-Res	$15/Res		

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
SPECIAL EVENTS		**TMC §3.36.010**
Event Ticket		
Minimum	$18 / person	
Maximum	$30 / person	
Event Booth Fee		
Minimum	$25 / booth	
Maximum	$75 / booth	

Latest Fee Study or Staff Report Explanation:

- City Council Resolution No. 2011-101 and accompanying staff report.
- City of Tracy Parks and Community Services Department, General Fund, Cost of Services Study Findings, June, 2008, prepared by MGT of America, Inc.

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DEVELOPMENT SERVICES DEPARMENT

Note: The DS Department fees in this Schedule do not include:

- *development impact fees adopted under the Mitigation Fee Act;*
- *mitigation fees (ie habitat mitigation, agricultural mitigation fees);*
- *fees adopted by separate agreement with a developer.*

DevelopmentServices Department
Building Safety and Fire Prevention Division

Department Contact: William Dean, Assistant Director of Development and Engineering Services
Kevin Jorgensen, Chief Building Official and Acting Fire Marshal

Note: Whenever called for, employee hourly rates are based on the particular employee position, salary, benefits & overhead.

Building Safety

SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
Building Permit Fee (Based upon project value, as determined by building valuation data table, with regional modifiers, as most recently published in the "Building Safety Journal".) **Electrical Permit** **Mechanical Permit** **Plumbing Permit**	Amount established by 1997 Uniform Administrative Code, Tables 3-A through 3-D and §304	GC §66014, H&S §17951, Uniform Adm Code Section 304 & Table 3A-D. TMC §9.02.030, 9.08.080, CFR Title 24
Investigation Fee (when work was begun without permit)	Equal to amount of permit fee, in addition to permit	1997 UAC §304.5.2
Title 24 Energy Inspection (including Photovoltaic Systems)	**Employee hourly rates**	GC §66014, CFR Title 24
Strong Motion Instrumentation Tax (SMI) (CA State fee forwarded quarterly)		PRC §2705
Residential, for first $7,215 in value, plus for each additional $1,000 or portion thereof.	$0.52 / $7,215 plus $0.07 /$1000	
Commercial, for first $7,215 in value, plus for each additional $1,000 or portion thereof.	$1.03 / $7,215 plus $0.15 /$1000	
Elevator Permit Elevator, escalator or moving walk	$94 plus $1.69 for each $1,000 or fraction over $40,000	
Commercial dumbwaiter	$27 plus $1.69 for each $1,000 or fraction over $10,000	
Electrical Meter Re-Set (City safety inspection before PG&E turns on utilities.)	**$57**	GC §66014
Bldg./Moving or Oversized Load-Initial insp. fee	**$105**	TMC §9.32.040
Expedited Plan Check and Inspection Fees	Employee hourly rates	TMC §3.36.010

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
Micro-Imaging Fees: **[1](+ 2% of invoice total for pick-up and delivery):**		Reso. 2005-161
▪ 11" x 17" and smaller, black & white or gray scale document with 2" field index	$0.07 each +2%[1]	
▪ anything larger than 11" x 17", black & white or gray scale document with a two field index	$0.79 each +2%[1]	
▪ 11" x 17" and smaller, color document, with a two-field index	$0.13 each +2%[1]	
▪ 18" x 24" color document, with a two-field index	$0.47 each +2%[1]	
▪ 24" x 36" color document, with a two field index	$1.37 each +2%[1]	
Sign Permit	Based on valuation for building and electrical permits	TMC §9.28.050

Fire Prevention

Note: The Chief Building Official and Acting Fire Marshal has the authority to not charge wholly duplicative fees, for example for a construction fire permit and operational fire permit in the same year.

SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
		TMC §3.36.010 and CFC 113
Annual Operational Fire Permit and Inspection Permit fee Inspection fee:	 $100 **/Permit** plus:	CFC 105.6
Type A: amusement buildings; Christmas tree lots; exhibits & trade shows; open burning; pyroxylin plastics; rooftop heliports; haunted houses & corn mazes; pumpkin patches.	Employee Hourly Rate	
Type B: open candles, flames & torches.	**$42**	
Type C: covered mall buildings; fire hydrants & valves; liquid or gas-fueled vehicles or equipment in assembly buildings; private fire hydrants.	**$58**	
Type D: aviation facilities; cellulose nitrate film; cutting & welding; hot work operations; magnesium; temporary membrane structures, tents & canopies.	**$84**	

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
Type E: aerosol products; carnivals & fairs; combustible fibers; compressed gasses; dry cleaning plants; fruit & crop ripening; industrial ovens; miscellaneous combustible storage; wood products; floor finishing.	$116	
Type F: above/below ground fuel storage tank installation, per tank; combustible dust-producing operations; cryogenic fluids; flammable & combustible liquids; LP-gas; organic coatings; places of assembly; repair garages & motor fuel-dispensing facilities; spraying or dipping; storage of scrap tires & tire byproducts; tire-rebuilding plants; fumigation & thermal insecticidal fogging.	$174	
Type G: above/below ground fuel tank removal, per tank; lumber yards & woodworking plants; refrigeration equipment; production facilities; live audiences.	$258	
Type H: explosives; hazardous materials; hazardous production material facilities; pyrotechnic/special effects displays; waste handling facilities.	$348	
Type I: high-piled storage.	$517	
Construction Fire Permit, Including Plan Check, Review and Inspection		CFC 105.7
Fire sprinkler plan check $0 - $5,000 $5,001 - $20,000 $20,001 +	 $84 $253 Fee will be based on employee hourly rate	
Fire sprinkler inspection $0 - $5,000 $5,001 - $20,000 $20,001 +	 $258 $480 Fee will be based on employee hourly rate	
Alarm plan check $0 - 20,000 $20,001 +	 $348 Fee will be based on employee hourly rate	
Alarm inspection $0 - $20,000 $20,001+	 $174 Fee will be based on employee hourly rate	
Hood and duct Plan check Inspection	 $42 /applic. $132 /applic.	

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
State Mandated Occupancy Inspection		Title 19, CCR H & S Section 13235
Pre-inspection request:		
25 or less	$52	
26 or more	$105	
Day care, 14 or fewer	$132	
Day care, more than 14, or Convalescent Home	$297	
Hydrant System Flow Testing		
Testing	$335 / test	
Witnessing	$116 / test	

Latest Fee Study or Staff Report Explanation:

Building:

- City Council Resolution No. 2011-101 and accompanying staff report.
- Resolution No. 2003-267 .
- 1997 Uniform Administrative Code adopted by TMC §9.02.030.

Fire Safety:

- City Council Resolution No. 2011-101 and accompanying staff report.
- 2008 MGT of America, Inc. Fire Department cost of services study. (Note: based on this study, many fees are now set at 50% of actual cost).
- 2003 Cost of Services Study Update, prepared by Finance Dept. (City Council Resolution No. 2003-059.) (See also Feb 18, 2003 staff report).
- 1998 Cost of Service Study, prepared by MSI.

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Development Services Department
Code Enforcement Division

Department Contact: William Dean, Assistant Director of Development Services Department
Ana Contreras, Code Enforcement Officer

The Code Enforcement Division has no fees as such. However, there are various fines and costs of abatement established in the Tracy Municipal Code under the following chapters:

- Administrative Citations and Penalties: TMC Chapter 1.28.
- Public Nuisance Abatement: TMC Chapter 1.32.
- Abandoned Shopping Carts: TMC Chapter 6.24.

Development Services Department
Economic Development Division

Department Contact: Amie Mendes, Analyst

The Economic Development Division has no fees.

established in the Tracy Municipal Code under the following chapters:

Development Services Department
Engineering Division

Department Contact: **Kuldeep Sharma, City Engineer**
Cris Mina, Senior Civil Engineer

SERVICE OR APPLICATION	CURRENT FEE			LEGAL AUTHORITY
AGREEMENT PROCESSING FEE	$6,442 / agmt			
Inspection improvement agreement				
Subdivision improvement agreement				
Deferred improvement agreement				
Off-site improvement agreement				
Park improvement and reimbursement agreement				
GRADING				TMC §12.12.070
Grading plan check (base amount)	$2,524			
0-10,000 cubic yards (CY)	Base amt.			
10,001-100,000 CY	Base amt. plus	$134	/10,000 CY	
100,001-200,000 CY	Base amt. plus	$114	/10,000 CY	
200,000 + CY Additional	Base amt. plus	$89	/10,000 CY	
Grading permit and inspection				TMC §12.12.070
5 or fewer lots (residential or commercial)	$1,427			
Subdivisions (5 or more lots)	$3,605			
Additional plan review required by multiple changes, additions, revisions after initial review completed.	Hourly personnel costs $100 / hour			
SUBDIVISIONS				
Tentative subdivision map	(See Planning)			TMC §12.12.070; 12.16.060
Vesting tentative subdivision map	(See Planning)			TMC §12.28.050
Final Parcel Map Review	$2,337			
Final Subdivision Map Review	$1,895			TMC §12.12.070
Map amendment review	$1,164			
Certificate of correction	$3,554			TMC §12.28.050
Certificate of compliance – lot line adjustment	$2,781			TMC §12.04.080

Legend:

* Not subject to CPI adjustment	CBC - CA Building Code	CFR - Code of Federal Regulations	B & P - CA Bus. & Professions Code
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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
PUBLIC IMPROVEMENTS		
Inspection improvement agreement (SIA, DIA, OIA, PIRA, any amendment)	$6,442	
Plan check (% of improvement constr cost)	5.78%	
Inspection (% of improvement constr cost)	3.50%	
As-builts, review after construction	$31	
Micro-Imaging Fees		Reso 2005-161
[1](+ 2% of invoice total for pick-up and delivery):		
▪ 11" x 17" and smaller, black & white or gray scale document with 2" field index	$0.07 each +2%[1]	
▪ anything larger than 11" x 17", black and white or gray scale document with a two field index	$0.79 each +2%[1]	
▪ 11" x 17" and smaller, color document with a two-field index	$0.13 each +2%[1]	
▪ 18" x 24" color document, with a two-field index	$0.47 each +2%[1]	
▪ 24" x 36" color document, with a two field index	$1.37 each +2%[1]	
SEGREGATON OF ASSESSMEMT (Within any assessment districts)	$41 / lot	
RECORD OF SURVEY	$305	
STREET/EASEMENT ABANDONMENT	$1,483	
ENCROACHMENT PERMIT	$361 plus $15 / Sq Ft or $50 / hr	TMC §7.04.020
Sidewalks, plus whichever is less	$57 plus $15 / Sq Ft or $50 / hr	
Driveways, Curbs, plus whichever is less	$57 plus $50 / hr	
Trees, Utility Boxes/per hour (1 hour minimum)	$57 / permit plus $85 / hr	
Miscellaneous Encroachment Permit, plus hourly rate for inspection and engineering review.	$113	
OVERSIZE LOAD PERMIT		
Single Permit	$16	
Annual or Blanket Permit (fix route)	$93	
BUILDING MOVING OR OVERSIZED LOAD		TMC §9.32.040
Permit fee	$589	
Other	Hourly rate for City personnel	

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
REPRODUCTION, MAP AND DOCUMENT SALES:		
Standard Plans, Standard Specs, and Design Standards	$15	
Parks Manual	$77	
Storm Drainage Master Plans	$21	
Subdivision Maps	$5	
Reproduction Fees	$1.55 / sheet	
CONSTRUCTION WATER METERS		Reso. 2008-063 & 93-130
Deposit for use of City-owned meter	$773	
Service reinstatement fee	$52	
Winter rates per ccf (Nov - Apr)		
(100 cubic feet or 748 gal)		
0 - 12 ccf; 13 - 19 ccf;	$1.03; $1.49	
20 - 191 ccf; 192+ ccf	$1.70; $1.85	
Summer rates per ccf (May - Oct)		
0 - 18 ccf; 19 - 29 ccf	$1.03; $1.49	
30 - 287 ccf; 288+ ccf	$1.70; $1.85	
Monthly service charge	$10 / day + 15% adm fee plus:	
(Meter code and size)		
LL (LIRA) – 1"	$8.96	
WL (LIRA) – varies	$0	
W1 - 5/8" or ¾"	$12.05	
W2 – 1"	$21.01	
W3 – 1 ½"	$48.05	
W4 – 2"	$85.23	
W5 – 3"	$191.84	
W6 – 4"	$341.19	
W7 – 6"	$767.61	
W8 – 8"	$1,364.80	
W9 – 10"	$2,132.51	
NEW ADDRESS MAPPING FEES		Reso. 99-094
Single-family	$66 / lot	Reso. 2002-176
Multi-family projects, plus dwelling unit cost	$66 / lot plus	
In buildings with 5 or more units	$33 / dwelling unit	

Latest Fee Study or Staff Report Explanation:

- City Council Resolution No. 2011-101 and accompanying staff report.
- Resolution No. 2008-063 (regarding water rates for construction water meters).
- Resolution No. 2003-265 and 2003 Cost of Services Study Update, prepared by Finance Dept.
- Resolution No. 2002-176, re mapping fee for multi-family residential.

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DevelopmentServices Department
Planning Division

Department Contact: William Dean, Assistant Director of Development Services

The Planning Division fees represent application processing fees only, and do not reflect capital improvement in-lieu fees, school fees, or any other city or other agency fees or deposits that may be applicable to the proposed project. Regarding building permit fees, plan check fees and inspection fees, see Building Division. Regarding encroachment permit fees, see Engineering Division.

Symbol Key

□ Plus Actual Costs Incurred: including fees for consultant services, environmental documentation filing fees, other agency fees, etc.

• Environmental Assessment Fee not applicable.

SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
PLANNING DIVISION APPLICATION PROCESSING FEES		Generally, TMC §10.08.4150; 12.12.070
Adult Business Use Permit	Cost Recovery Agreement	TMC §10.28.808
Annexation	$11,075	TMC §10.08.4150
Appeal to City Council •	$291	TMC §10.08.4150
Appeal to Planning Commission •	$291	TMC §10.08.4150
Conditional Use Permit [a]		TMC §10.08.4270(h)
class A	$5,590	
class B	$3,559	
Conditional Use Permit (Non-Profit Organizations)		TMC §10.08.4270(h)
class A	$559	
class B	$358	
Development Review [b]		TMC §10.08.4150
class A	$4,008	
class B	$2,848	

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
ENVIRONMENTAL		CEQA Guidelines §15045 (14 CCR 15045)
Environmental Assessment (charged for all projects not requiring a	$105	
Environmental Initial Study / Negative Declaration Environment Impact Report	$1,498 Cost Recovery Agreement	
General Plan Amendment	Cost Recovery Agreement	TMC §10.08.4150
Lot Line Adjustment	$430	TMC §12.04.080; 12.12.070
Micro-Imaging Fees **[1](+ 2% of invoice total for ~~contractor~~ pick-up and delivery):**		Reso. 2005-161
▪ 11" x 17" and smaller, black & white or gray scale document with 2" field index	$0.07 each +2%[1]	
▪ anything larger than 11" x 17", black and white or gray scale document with a two field index	$0.79 each +2%[1]	
▪ 11" x 17" and smaller, color document, with a two-field index	$0.13 each +2%[1]	
▪ 18" x 24" color document, with a two-field index	$0.47 each +2%[1]	
▪ 24" x 36" color document, with a two field index	$1.37 each +2%[1]	
Noise Ordinance Variation	$4,320	TMC §4.12.780(B)(4)
Planned Unit Development	$8,280	TMC §10.08.4150
Planned Unit Development Amendment	$4,746	
Planning Commission Determination	$1,060	TMC §10.08.4150
Residential Growth Allotment •	$1,760	TMC §10.12.070(c); GMO Guidelines §2 G
Sign Permit • Master Sign Program Individual Sign Complying w/MSP All other signs	 $1,067 $79 $481	TMC §10.08.4150
Specific Plan Specific Plan Amendment	Cost Recovery Agreement $5,379	TMC §10.20.040(c)(1); 10.20.080

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
Temporary Use Permit •	$76	TMC §10.08.4240; 10.08.4150
Tentative Map		TMC §12.12.070
Parcel map	$7,699	
5 – 100 lots	$10,547	
100 & over lots	$16,454	
Time Extension •	$443	TMC §12.12.070 for Subd
Variance	$709	TMC §10.08.3630; 10.08.4150
Zoning		TMC §10.08.4150
Zone Change	$6,417	
Zone Text Amendment	$2,637	
Zoning Research Letter •	$84	

[a] **Conditional Use Permit -** Classification by type of project:

	Residential	Commercial	Industrial
Class A:	4+ lots	+3,000 Sq Ft or 4+ lots	+10,000 Sq Ft or 4+ lots
Class B:	1-3 lots	-3,000 Sq Ft or 1-3 lots	-10,000 Sq Ft or 1-2 lots

[b] **Development Review Permit -** Classification by type of project:

	Residential	Commercial	Industrial
Class A:	4+ units	+3,000 Sq Ft	+10,000 Sq Ft
Class B:	1-3 units	-3,000 Sq. Ft.	-10,000 Sq Ft

Latest Fee Study or Staff Report Explanation:

- City Council Resolution No. 2011-101 and accompanying staff report.
- Resolution No. 2003-265, and 2003 Cost of Services Study Update, prepared by Finance Dept.
- City Council Resolution No. 98-373 and 1998 Cost of Services Study and Cost Allocation Plan, prepared by Management Services Institute.

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FIRE DEPARTMENT

Fire Department

Department Contact: David Bramell, Division Chief

Note: The South County Fire authority has adopted separate fees for areas under its jurisdiction.

SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
Illegal Burn Response	$113 /hr/ engine, with ½ hr min	TMC §3.36.010; CFC
Hazardous Materials Clean-Up	Actual costs for all responding personnel	
Special Event Fire Protection (Stand-by)	Actual costs for all responding personnel	
Weed Abatement	Contract cost + 25% overhead charge	
Fireworks Sales Permit Fee (Including initial stand inspection, safety seminar, and lottery processing.)	$238	TMC §3.04.040(a)
Public Display of Fireworks (In addition to inspection fee and permit fee specified under Fire Prevention, Annual Operational Fire Inspection and Permit, Inspection Type H.)	Actual costs for fire	TMC §3.04.020

Latest Fee Study or Staff Report Explanation:

- City Council Resolution No. 2011-101 and accompanying staff report.
- 2003 Cost of Services Study Update, prepared by Finance Dept. (City Council Resolution No. 2003-059. See also February 18, 2003 staff report).
- 1998 Cost of Service Study, prepared by MSI.

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POLICE DEPARTMENT

Police Department

Department Contact: Lani Smith, Support Operations Manager

SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
Alarm Permit; False Alarms		
Alarm user permit	$22	TMC §3.40.060
False alarm costs:		
4th response	$32	TMC §3.40.150
5th response	$58	
6th response	$74	
7th response	$84	
(plus penalties)		TMC Ch. 1.28
Animal Services		TMC §3.36.010
Animal adoption, plus veterinary services	$5	TMC §5.08.130(L)
Animal bite	$32	
Board and care (daily):		
for impounded dogs	$15	
for impounded cats	$12	
Cat carrier	$5	TMC §5.08.130
Cat neuter	$53	
Cat spay	$95	
Collar identification	$24	
Dog neuter	$105	TMC §5.08.130
Dog spay	$159	
Impound: 1	$22	TMC §5.08.130; 5.08.240
Impound: 2	$32	
Impound: 3+	$42	
*Impound, additional state fee for unaltered, at large, animals: 1st; 2nd; 3rd	$35; $50 $100	FAC 30804.7
License fee: unaltered dogs	$53 /yr	TMC §5.08.130
License fee: altered dogs	$10	
License fee: replacement for lost	$5	
License fee: late	$22	
Low cost spay/neuter voucher	$22	
Multiple pet permit application	$27	TMC §5.08.420
Owner surrender:		TMC §5.08.170; 5.08.180; 5.08.240
Live animal	$47	
Deceased animal (not at shelter)	$22	
Rabies vaccination voucher	$16	TMC §5.08.130
Vaccination	$5	TMC §5.08.130
Veterinary costs	At Cost	

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SERVICE OR APPLICATION	CURRENT FEE		LEGAL AUTHORITY
BICYCLES			
License and registration	$6 /3 years		TMC §3.20.060
Renewal	$3 /3 years		TMC §3.20.070
BINGO			
License	$53	$55	TMC §4.24.050
Renewal	$10		
CARD ROOMS			TMC §4.04.030
License and renewal	$27	$27	TMC §4.04.050
Dealer/work permit	$63 plus	$65	TMC §4.04.070
Department of Justice Fee	$32 *		
CITATION SIGN-OFF FOR AGENCIES OUTSIDE THE CITY	$15		TMC §3.36.010 GC §2.67.461
CLEARANCE LETTER (for immigration or other clearance plus fingerprint fees)	$15		TMC §3.36.010
CONCEALED WEAPONS			
Permit	$100 (20% at application; 80% at permit issuance)		PC 26150; 26190
Department of Justice Processing Fee - Payable to DOJ	$52 *		
Department of Justice Live Scan Fee	$95 *		
Renewal	$25		
Department of Justice Fee - Payable to DOJ	$52 *		
Amended License	$10	$10	
CRIME REPORT COPY	$0.15 /page $0.15 /page bulletin entries $10.00 /report + .15 /page after 25th		TMC §3.36.010
Traffic collision report (for other than victim)			VC 20012
DOJ, FBI AND FINGERPRINT			PC 11105
DOJ and FBI fee *	$32-$100 *		TMC §3.36.010
Fingerprint (City's rolling fee) *	$20 / request		PC 26150
DUI			GC §53150 - 53159; CVC 20012
Accident response and investigation	Actual personnel cost, up to $12,000		
Arrest and report	Actual personnel cost, up to $1,000		
Firearms Sales Permit	$31 plus		PC 12071(a)(F)(7)
Department of Justice fee	$32 *		
Massage Establishment			
New	$77 plus		TMC §4.20.060
Department of Justice fee	$32 *		
Renewal	$26		TMC §4.20.040
Transfer of permit	$77		TMC §4.20.110
Change of location	$26		TMC §4.20.130

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
Massage Permit		
New	$26 plus; DOJ fee$32*	TMC §4.20.180
Renewal	$26 plus; DOJ fee$32*	TMC §4.20.160
(Plus fingerprint fees)		DOJ, PC 11105
Registration by state certificate holder	0*	TMC §4.20.155
Palmistry License Fee		
New	$581	TMC §4.12.190
Renewal	$370	TMC §4.12.109
Police Photo (reproduction)	$0.30 /photo	TMC §3.36.010
Plus traffic photo processing fee to insurance company	$44 plus $0.30 /photo	VC 20012
Police Special Services (for school and other semi-public special events)	Actual personnel costs	GC §6257
RESPOSSESSION RELEASE	$15 / vehicle	VC 9255 (3)
SECOND-HAND DEALER/PAWN BROKER		
New or Renewal (Check payable to DOJ)	$300	BP 21642.5
Department of Justice Livescan (for new permits)	$32	PC 11105
Solicitor Permit	$15	TMC §4.12.210; 3.36.010
Taxi Driver		
Permit	$113 plus; DOJ fee $32*	TMC §3.16.030
Renewal	$82	TMC §3.16.040
Background investigation (City fingerprint fee)	$10	TMC §3.16.150
Tow Truck Driver/Attendant		TMC §3.44.140
Permit	$62 plus; DOJ fee $32*	
Renewal	$31	
Vehicle Release	$114 / vehicle	VC 22850.5(a)
VIN Verification	$22 / request	TMC §3.36.010
Storage of Firearms (per domestic violence protective order)	$54 / firearm, plus $2 / day	TMC §3.52.050 PC 12021.3(j)

Latest Fee Study or Staff Report Explanation:

- City Council Resolution No. 2013-047 and accompanying staff report.
- City Council Resolution No. 2011-101 and accompanying staff report.
- City Council Res 2009-178, regarding animal services, and accompanying staff report.
- City Council Res 2008-234, regarding storage of firearms.
- City Council Res 2006-209 regarding alarm permits.
- 2003 Cost of Services Study Update, prepared by Finance Department.
  (See City Council Resolution No. 2003-059 re storage of firearms).
- 1998 Cost of Service Study.

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PUBLIC WORKS DEPARTMENT

Public Works Department
Administration, Maintenance, Operations Divisions, and Utilities Divisions

Department Contact: Rod Buchanan, Interim Director

Note: This Master Fee Schedule does not include all fees, and excludes the following:

- enterprise fund charges (water, sewer, storm water, airport, and transit);
- fees adopted under franchise agreements (cable franchise under TMC Chapter 8.10; franchise contractor for collection of solid waste, yard waste and recycling under TMC Chapter 5.20);
- fines (imposed as penalties);
- rates established by separate agreements.
- rates established by landscape maintenance districts

Public Works Department
Community Facilities Division

Department Contact: **Vanessa Carrera, Management Analyst II**

SERVICE OR APPLICATION	CURRENT FEE		LEGAL AUTHORITY
COMMUNITY CENTER RENTALS			TMC §3.36.010
Main Hall (5,300 Sq Ft) **Week Day Only (4 hour minimum)**			
Non-Profit Classification	$35 /hour		
Private Classification	$59 /hour		
Commercial Classification	$84 /hour		
Conference Room A or B (250 Sq Ft) **Week Day Only (2 hour minimum)**			
Non-Profit Classification	$7 /hour		
Private Classification	$11 /hour		
Commercial Classification	$15 /hour		
Entire Facility (6,200 Sq Ft) **(4 hour minimum)**	Week Day/ Hour	Week End/ Hour	
*Non-Profit Classification	$40	$59	
Private Classification	$69	$101	
Commercial Classification	$97	$144	
Deposits **An additional $400 Deposit is required**			
Main Hall	$400 / rental		
Conference Room A or B	$200 / rental		
Entire Facility	$400 / rental		
TRACY SPORTS COMPLEX MEETING ROOM RENTAL			
TSC Meeting Room (700 Sq Ft) **Week Day & Week End (2 hour minimum)**			
Non-Profit Classification	$14 /hour		
Private Classification	$25 /hour		
Commercial Classification	$35 /hour		
Deposits* **An additional $200 Deposit is required**			
Meeting Room	$200 / rental		

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SERVICE OR APPLICATION	CURRENT FEE		LEGAL AUTHORITY
TRACY TRANSIT STATION			TMC §3.36.010
Room 103 or 104 (590 Sq Ft) (2 hour minimum)	Week Day/Hour	Week End/Hour	
Non-Profit Classification	$18	$27	
Private Classification	$32	$47	
Commercial Classification	$45	$68	
Rooms 103-104 Combined (1,180 sf) (2 hour minimum)	Week Day/Hour	Week End/Hour	
Non-Profit Classification	$36	$54	
Private Classification	$63	$95	
Commercial Classification	$90	$135	
Room 105 (913 Sq Ft) (2 hour minimum)	Week Day/Hour	Week End/Hour	
Non-Profit Classification	$28	$42	
Private Classification	$49	$74	
Commercial Classification	$70	$105	
Lobby or Patio (1,762 Sq Ft) (2 hour minimum)	Week Day/Hour	Week End/Hour	
Non-Profit Classification	$18	$27	
Private Classification	$32	$47	
Commercial Classification	$45	$68	
Entire Facility (4,445 Sq Ft) (4 hour minimum)	Week Day/Hour	Week End/Hour	
Non-Profit Classification	$82	$123	
Private Classification	$144	$216	
Commercial Classification	$205	$308	
Deposits An additional $400 Deposit is required			
All Rooms	$200	per rental	
TRACY CIVIC CENTER RENTAL			
Council Chambers (3,500 Sq Ft) (4 hour minimum)	Week Day/Hour	Week End/Hour	
Non-Profit Classification	$20	$35	
Private Classification	$56	$84	
Commercial Classification	$80	$120	
Conference Room #109 (500 Sq Ft) (2 hour minimum)	Week Day/Hour	Week End/Hour	
Non-Profit Classification	$15	$23	
Private Classification	$26	$39	
Commercial Classification	$38	$56	

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SERVICE OR APPLICATION	CURRENT FEE		LEGAL AUTHORITY
			TMC §3.36.010
Conference Room #203 (825 sf) (2 hour minimum)	Week Day/Hour	Week End/Hour	
Non-Profit Classification	$25	$38	
Private Classification	$44	$66	
Commercial Classification	$63	$94	
Lobby and Both Conference Rooms (4 hour minimum)	Week Day/Hour	Week End/Hour	
Non-Profit Classification	$40	$60	
Private Classification	$70	$105	
Commercial Classification	$100	$150	
Special Events in Civic Center Park (May through October)			
Full Service Event Coordination	$1,500		
Deposit **An additional $400 Deposit is required for all activities where alcohol is sold**			
Rental Deposit	$400 / rental		
PARK AND PICNIC AREA RENTAL			
Park/Picnic ~ 1 to 50 people (4 hour minimum)			
Non-Profit Classification	$13 /hour		
Private Classification	$23 /hour		
Commercial Classification	$33 /hour		
Park/Picnic ~ 51 to 100 people (4 hour minimum)			
Non-Profit Classification	$19 /hour		
Private Classification	$33 /hour		
Commercial Classification	$48 /hour		
Park/Picnic ~ 101 + people (4 hour minimum)			
Non-Profit Classification	$25 /hour		
Private Classification	$44 /hour		
Commercial Classification	$63 /hour		
Inflatable Structures Administrative Fee All Classifications (new) (applied to all approved "jumpy" requests to accompany a park rental)	$45 / day / structure		
Non-Profit Org ~ $100 Max Non-Profit Classification	$100 / rental		

Legend:

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SERVICE OR APPLICATION	CURRENT FEE			LEGAL AUTHORITY
Deposits	Per Rental			TMC §3.36.010
Less than 50, traditionally activity	$0 / rental			
50-100; or less than 5 non-traditional	$100 / rental			
101-200 attendees	$200 / rental			
201-300 attendees	$300 / rental			
301 and above attendees	$500 / rental			
PARKING LOT RENTAL **Locations and Availability at City Discretion** **(10 hour maximum)**				
Base Fee	$100, plus:			
Use Fee:	Per Parking Space			
Non-Profit Classification	$2			
Private Classification	$350			
Commercial Classification	$5			
MOBILE STAGE RENTAL	Non-Profit Per Rental		Private Per Rental	
"A" Set Up (36' X 14')	$320		$795	
"B" Set Up (36' x 18')	$500		$2,170	
"C" Set Up (36' x 22')	$570		$2,805	
Deposits				
All Stage Rentals		$400	/ rental	
TENNIS COURT RENTAL				
		Per Hour / Per Court		
Rental	Private	League	Tournament	
Non-Profit Youth Classification	$0	$5	$5	
	$0	$5	$10	
Private Classification	$5	$7	$15	
Commercial Classification	$10	$10	$15	
		Per Hour / Per Court		
Lights Fee	Private	League	Tournament	
Non-Profit Youth Classification	$0	$5	$7	
Non-Profit Adult Classification	$0	$5	$10	
Private Classification	$5	$10	$12	
Commercial Classification	$0	$10	$12	
Deposits Tennis Court Rental Deposit		$50 / day / crt		

Legend:

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
WEST HIGH SWIMMING POOL RENTALS		TMC §3.36.010
Any Size Groups, When Organization Provides Own Lifeguards		
Non-Profit Classification (Half Pool)	$57.75 /hour	
Non-Profit Classification (Full Pool)	$110.50 /hour	
Up to 50 People, Includes 2 Lifeguards		
Non-Profit Classification (Half Pool)	$105 /hour	
Private Classification (Half Pool)	$115 /hour	
Commercial Classification (Half Pool)	$130 /hour	
Non-Profit Classification (Full Pool)	$205 /hour	
Private Classification (Full Pool)	$225 /hour	
Commercial Classification (Full Pool)	$245 /hour	
Up to 75 People, Includes 3 Lifeguards		
Non-Profit Classification (Half Pool)	$120 /hour	
Private Classification (Half Pool)	$130 /hour	
Commercial Classification (Half Pool)	$140 /hour	
Non-Profit Classification (Full Pool)	$235 /hour	
Private Classification (Full Pool)	$255 /hour	
Commercial Classification (Full Pool)	$275 /hour	
Up to 100 People, Includes 4 Lifeguards		
Non-Profit Classification (Half Pool)	$135 /hour	
Private Classification (Half Pool)	$145 /hour	
Commercial Classification (Half Pool)	$155 /hour	
Non-Profit Classification (Full Pool)	$265 /hour	
Private Classification (Full Pool)	$285 /hour	
Commercial Classification (Full Pool)	$305 /hour	
100 to 150 People, Includes 5 Lifeguards		
Non-Profit Classification (Half Pool)	$150 /hour	
Private Classification (Half Pool)	$160 /hour	
Commercial Classification (Half Pool)	$170 /hour	
Non-Profit Classification (Full Pool)	$295 /hour	
Private Classification (Full Pool)	$315 /hour	
Commercial Classification (Full Pool)	$335 /hour	

Legend:

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PRC - CA Public Resources Code	CFC - CA Fire Code	FAC - CA Food & Agriculture Code	

SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
WEST HIGH SWIMMING POOL RENTALS, Continued		TMC §3.36.010
Over 150 People, Includes 6 Lifeguards		
Non-Profit Classification (Half Pool)	$165 /hour	
Private Classification (Half Pool)	$175 /hour	
Commercial Classification (Half Pool)	$185 /hour	
Non-Profit Classification (Full Pool)	$325 /hour	
Private Classification (Full Pool)	$345 /hour	
Commercial Classification (Full Pool)	$365 /hour	
Deposits		
All Classifications, All Group Sizes	$100 / rental	
Additional WHS Pool Rental Fees		
Restrooms (for non-pool events)	$40 /hour	
Restrooms (for non-pool events)	$200 / day	
Extra lifeguard (as deemed necessary by staff, based on event)	$15 / hour / lifeguard	
JOE WILSON COMMUNITY POOL RENTALS		
Any Size Groups, When Organization Provides Own Lifeguards		
Non-Profit Classification	$50 /hour	
Up to 50 People, Includes 2 Lifeguards		
Non-Profit Classification	$70 /hour	
Private Classification	$80 /hour	
Commercial Classification	$90 /hour	
Up to 75 People, Includes 3 Lifeguards		
Non-Profit Classification	$85 /hour	
Private Classification	$95 /hour	
Commercial Classification	$105 /hour	
Up to 100 People Max, Includes 4 Lifeguards		
Non-Profit Classification	$100 / hour /hour	
Private Classification	$110 /hour	
Commercial Classification	$120 /hour	
Deposits		
All Classifications, All Group Sizes	$100 / rental	

Legend:

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
		TMC §3.36.010
LOLLY HANSEN SENIOR CENTER RENTAL		
Multi-Purpose Room (2,225 Sq Ft) **Week Day & Week End (4 hour minimum)**		
Non-Profit Classification	$13 /hour	
Private Classification	$23 /hour	
Commercial Classification	$0 / hour	
Arts and Crafts Room (675 Sq Ft) **Week Day & Week End (4 hour minimum)**		
Non-Profit Classification	$5 /hour	
Private Classification	$9 /hour	
Commercial Classification	$0 / hour	
Entire Facility (4, 350 Sq Ft) **Week Day & Week End (4 hour minimum)**		
Non-Profit Classification	$26 / hour	
Private Classification	$46 / hour	
Commercial Classification	$0 / hour	
MOU – Hours Provided to Non-Profits/Gov	$0 / hour	
Deposits An additional $400 Deposit is required for all activities where alcohol is sold		
Multi-Purpose Room	$200 / rental	
Arts and Crafts Room	$200 / rental	
Entire Facility	$200 / rental	
SPORT FACILITIES (TBP, TSC, Plasencia Fields, Tiago, Galli, & Bland Ball Fields)		
Hourly Fee ~ League/Individual		
Non-Profit Youth Classification	$5 / hour / field	
Non-Profit Adult Classification	$11 / hour / field**	
Private Classification	$19 / hour / field**	
Commercial Classification	$26 / hour / field**	
Lights Fee ~ League/Individual		
Non-Profit Youth Classification	$7 / hour / field	
Non-Profit Adult Classification	$10 / hour / field	
Private Classification	$12 / hour / field	
Commercial Classification	$18 / hour / field	

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SERVICE OR APPLICATION	CURRENT FEE	LEGAL AUTHORITY
SPORT FACILITIES (TBP, TSC, Plasencia Fields, Tiago, Galli, & Bland Ball Fields), Continued		TMC §3.36.010
Daily Fee ~ Tournaments		
Non-Profit Youth Classification	$60 / hour / field	
Non-Profit Adult Classification	$100 / hour / field	
Private Classification	$120 / hour / field	
Commercial Classification	$120 / hour / field	
Lights Fee ~ Tournaments		
Non-Profit Youth Classification	$10 / hour / field	
Non-Profit Adult Classification	$10 / hour / field	
Private Classification	$10 / hour / field	
Commercial Classification	$10 / hour / field	
Staff for Sports Complex Use		
Non-Profit Youth Classification	$25 / hour / complex	
Non-Profit Adult Classification	$25 / hour / complex	
Private Classification	$25 / hour / complex	
Commercial Classification	$25 / hour / complex	
Softball Field Preparations		
A Prep – Light Watering	$5 / preparation	
B Prep – Light Watering, Minor Dragging	$13 / preparation	
C Prep – Full Field Preparation	$26 / preparation	
Use of Temporary Outfield Fencing	$100 / field	

Latest Fee Study or Staff Report Explanation:

- City Council Resolution No. 2011-101 and accompanying staff report.
- City of Tracy Parks and Community Services Department, General Fund, Cost of Services Study Findings, June, 2008, prepared by MGT of America, Inc.

Legend:

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June 4, 2013

AGENDA ITEM 6

REQUEST

CITY COUNCIL AUTHORIZATION TO NEGOTIATE A DEVELOPMENT AGREEMENT WITH PROLOGIS, L.P. FOR APPROXIMATELY 1,200 ACRES OF LAND WITHIN URBAN RESERVE 6 AS IDENTIFIED IN THE CITY'S GENERAL PLAN, LOCATED EAST OF MOUNTAIN HOUSE PARKWAY AND NORTH OF SCHULTE ROAD, AND DISCUSSION AND DIRECTION RELATED TO PROPOSED DEVELOPMENT AGREEMENT TERMS

EXECUTIVE SUMMARY

The City has been negotiating a development agreement related to the Cordes Ranch Specific Plan project with Golden State Developers and other property owners. This agenda item has two purposes: updating the entity with whom the City is negotiating by formally receiving City Council direction to negotiate with Prologis, LP, and to update City Council on the status of negotiations in order to receive additional direction. Initial direction to staff to negotiate a development agreement took place on September 6, 2011, and negotiations have reached a point where City Council direction is requested in order to complete the negotiations and return for public hearings and consideration of the Cordes Ranch Specific Plan project and an associated development agreement.

DISCUSSION

Development Agreements - General Info and Processing Requirements

State Law authorizes the use of Development Agreements (Government Code §65864-65869.5), which states in part that a DA is a means to, "strengthen the public planning process, to encourage private participation in comprehensive, long-range planning, and to reduce the economic costs of development."

A Development Agreement (DA) is a binding contract between the City and developer (property owner), which establishes performance criteria for both the City and developer. The intent of a DA is to provide security for both parties; it locks in certain approvals and rights for a defined period of time in exchange for benefits for the City.

In accordance with City Council Resolution No. 2004-368, there are procedures and requirements for the consideration of Development Agreements. For example, an application for a DA must contain details on which property is proposed for the DA; it must contain information on the intended land uses; it must contain the proposed public benefit offered to the City as an incentive for entering into the DA. The City has entered into several DAs in the last 20 years for projects such as Tracy Gateway, the I-205 Specific Plan area, and residential projects including the Presidio and Ellis projects, among others.

The benefit of a DA, from the City perspective, typically occurs when the City receives a defined public benefit, which it may not otherwise receive through standard conditions of project approval and implementation. Such benefits can take many forms. Benefits from the developer perspective may include, for example, guaranteed land uses, provision of water and sewer utilities, and certainty that development requirements cannot be changed during the life of the agreement, e.g. zoning changes (unless one party defaults).

The first step in the DA process is to obtain City Council authorization to negotiate per Resolution No. 2004-368. That authorization to staff occurred on September 6, 2011. However, since that time, the project changed owners and pursuant to the City's procedures, City Council authorization to negotiate with the new owner is again required. A location map identifying the acreage associated with the DA is in Attachment A.

Main Terms of the Proposed Development Agreement

The principal drivers of negotiations have centered on strengthening the City's partnership with Prologis to facilitate implementation of the Specific Plan consistent with the City's vision and policies for Urban Reserve 6. The main concepts and terms in the proposed DA relate to creating an initial phase within the Specific Plan whereby Prologis would be able utilize existing infrastructure, create an incentivized first phase, and benefit from increased flexibility related to participating in the City's development impact fee program and construction of infrastructure. Bulleted below are the major points currently anticipated to be included in a Draft DA. Attachment B is a request letter from Prologis.

Negotiating Party: The DA would cover approximately 1,200 acres owned by Prologis. Original City Council direction related to negotiating a DA was with the four main property owners of the approximately 1,780-acre Cordes Ranch Specific Plan area. Since that time, Prologis purchased a majority of the property in the Specific Plan area (approximately 1,200-acres), and the remaining property owners have requested not to be parties to the DA, mainly because of the City's requirement that a DA be jointly and severally liable between all parties.

Term of DA: The DA is a contract that would last 25 years.

Vested Rights: Prologis would obtain certainty that the land use rules and regulations in effect when the Specific Plan and DA are approved (such as the zoning) would not change during the life of the DA.

Utilities – Water Supply: The City would agree to provide limited water supply to the Prologis property from existing water sources. Prologis' remaining water needs will be provided from the new sources purchased by City units with all costs borne by Prologis.

Utilities – Water Conveyance: The City would allow Prologis to use a portion of excess capacity from its existing 24-inch water transmission line to its property, subject to availability to ensure that the City can meet its commitments for use by

other projects/developments. The temporary use of this capacity does not affect the requirement that Prologis fund its full water supply and conveyance obligation.

Utilities – Wastewater Conveyance: The City would allow Prologis to use a portion of the existing excess capacity in the City's Hansen Sewer line, which currently serves the Patterson Pass Business Park and other properties within the City limit and in its sphere of influence. The use of this existing capacity does not affect the requirement that Prologis fund its full wastewater conveyance obligation.

Utilities – Wastewater Treatment: The City would make available to Prologis 0.145 million gallons per day of wastewater treatment capacity at the existing wastewater treatment plant to enable the Specific Plan project get started. The City would further allow Prologis to develop an amount of acreage within its holdings at Cordes Ranch served by this initial allocation as long as Prologis pays the wastewater development impact fees for each development in accordance with the ultimate land uses of that property. Prologis would provide the City with initial funding to expand the City's WWTP. This upfront funding will facilitate the construction of the next phases of the wastewater treatment plant expansion. Once the purchased capacity has been allocated to proposed developments within the specific plan in accordance with the ultimate land uses, Prologis will be part of the next phase of WWTP expansion. The use of this existing capacity does not affect the requirement that Prologis fund its full wastewater treatment obligation.

Phasing of Development Impact Fees: The first 600 acres of the specific plan project will pay a reduced negotiated development impact fee. The amount of this reduced fee will be added to development impact fees to be paid by the remainder developments within the DA area.

DA Program to Construct Infrastructure: The DA would enable Prologis to satisfy its obligation for funding the construction of program infrastructure by permitting Prologis to construct certain program infrastructure, such as program roadways within its site, in lieu of paying the full amount of City Development Impact Fees. Prologis will provide guarantees and securities for such infrastructure to the satisfaction of the City. The City would still retain a portion of the fees under such a DA program in order to provide necessary plan check, construction management, and inspection services in order to ensure that all design and construction of infrastructure meets adopted City standards.

Public Benefit Payment to City: In exchange for the aforementioned, Prologis would pay the City $5 million within 3 years of annexation to fund community benefit projects, such as aquatics or other sports, of the City Council's choice.

Next Steps

After City Council input and direction on the main Cordes Ranch Specific Plan project and the proposed Prologis DA as described above, a Draft DA will be

published for Planning Commission review. A Draft Specific Plan and General Plan Amendment have also been prepared and reviewed with the Planning Commission in study session over the last two years and with the City Council as part of regular City Council agendas. An Environmental Impact Report (EIR) was prepared and circulated for review. Staff is in the process of responding to comments received which will be published prior to Planning Commission and City Council hearings on the proposed Cordes Ranch Specific Plan project and the Prologis DA later this summer.

FISCAL IMPACT

This agenda item has no fiscal impact on the General Fund. The City entered into a Cost Recovery Agreement with the owners group in March, 2011, providing the mechanism for the City to recover all staff and consultant costs associated with the project applications.

RECOMMENDATION

Staff recommends that City Council direct staff to negotiate a DA with Prologis, LP and provide any direction necessary to conclude DA negotiations.

Prepared by: Bill Dean, Assistant Development Services Director

Reviewed by: Andrew Malik, Development Services Director

Approved by: R. Leon Churchill, Jr., City Manager

ATTACHMENTS

Attachment A - Location map of the proposed Cordes Ranch project and the acreage associated with the DA

Attachment B – Letter from Prologis

NORTH

SCALE: N.T.S.

DB+A

DAVID BABCOCK + ASSOCIATES
3581 MT. DIABLO BLVD., SUITE 235
LAFAYETTE, CALIFORNIA 94549
TELEPHONE: 925.283.5070

CORDES RANCH

TRACY, CALIFORNIA

Site Aerial

May 23, 2013

Attachment B

MILLER STARR REGALIA

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May 23, 2013

VIA EMAIL AND U. S. MAIL

Leon Churchill
City Manager
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

Re: Cordes Ranch Specific Plan: Initiation of Formal DA Discussions

Dear Mr. Churchill:

On behalf of Prologis, L.P., this letter requests that an item be placed on the agenda for the regular City Council meeting scheduled for Tuesday, June 4th regarding the initiation of formal development agreement discussions with Prologis. As you may know, the City Council previously authorized City staff to initiate formal DA discussions with Prologis' predecessor in interest, Crossroads Business Center, L.P. Given that Prologis has purchased the subject property from Crossroads, Prologis seek to formally initiate discussions with the City, with the goal of defining mutually agreeable terms and conditions for a development agreement ("DA") in connection with the proposed project.

I. Nature and Purpose of Development Agreements; Development Rights and Other Items to Consider During the DA Negotiation Process.

The Legislature created Government Code section 65864 *et seq.* ("Development Agreement Statute") in response to the lack of certainty in the approval of development projects, which can result in a waste of resources, escalate the cost of housing, and discourage investment in and commitment to planning that would maximize the efficient utilization of resources.

The Development Agreement Statute is designed to strengthen the public planning process, to encourage private participation in comprehensive, long-range planning and to reduce the economic costs of development. This statute authorizes a city or county to enter into a binding agreement with any person having a legal or equitable interest in real property regarding the development of that property.

During the DA negotiation process with Prologis, we anticipate that a number of issues will be explored in order to arrive at a mutually beneficial agreement that

contains detailed provisions regarding the parties' respective rights and obligations. Of particular significance to the Prologis, are the following items that we hope to further explore with the City as part of this process:

(1) Providing for a 25-year term in the DA;

(2) Securing vested rights to develop Prologis' property within the Cordes Ranch Specific Plan area in accordance with a mutually acceptable fee structure and the laws, policies and regulations in existence as of the DA's effective date;

(3) Assuring sufficient infrastructure capacity to develop Prologis' property as envisioned in the Cordes Ranch Specific Plan;

(4) Evaluating opportunities to construct the required infrastructure in the most efficient and cost-effective manner feasible; and

(4) Providing for flexibility in connection with the applicable fee structure, including opportunities to construct infrastructure and/or dedicate land in lieu thereof, modifications to the timing of payment, and potential ability to obtain credits and/or adjust fee amounts based on actual generation rates and other appropriate criteria.

II. Public Benefits That Warrant Consideration of the Cordes Ranch DA

As indicated above, Prologis looks forward to formally commencing the DA negotiation process and working with the City in this regard. To that end, in compliance with the City's local DA procedures (as set forth in Reso. No. 2004-368, Exh. A, § 2(b)), Prologis would like to take this opportunity to highlight a number of valuable public benefits for the Tracy community that would occur as a result of the project and justify consideration of the DA.

As you know, the Cordes Ranch vision has been developed over the past decade, in consultation with City staff from numerous departments (including Development & Engineering, Economic Development, Public Works, and Parks and Community Services, among others), the local transit agencies, and the community at large, with the objective of ensuring a successful, financially viable project that provides both short- and long-term community benefits. As described more fully below, Cordes Ranch would:

- Develop a state-of-the-art business park in a comprehensive and cohesive manner that takes advantage of its ideal location;

- Enhance the City's jobs/housing balance, generate a significant number of jobs for Tracy residents (both "head of household" and entry-level positions),

and commit financial support and human capital resources towards identified economic development programs;

- Contribute to the achievement of key goals identified in the City's Sustainability Action Plan by incorporating numerous sustainable features into the project's design; and

- Result in substantial revenue for the community in the form of taxes and fees that could help fund vital improvements to City infrastructure, services and amenities, and provide improved infrastructure systems that could benefit the broader community.

Coupled with these intrinsic assets, Prologis anticipates working with the City to identify ways in which the project could provide additional meaningful public benefits to support the Tracy community. While we expect that a number of ideas will be considered during the DA negotiation process, Prologis would like to specifically explore opportunities for the project to provide financial support and human capital resources that could be used by the City to help achieve other important long-term community objectives.

A. Cordes Ranch Would Be Developed As A State-Of-The-Art Business Park In A Comprehensive, Thoughtfully-Designed, And Integrated Fashion That Takes Advantage Of Its Ideal Location.

The Cordes Ranch vision is to create a state-of-the-art commerce and business park, taking advantage of the increased demand for space in the Bay Area and its key location at the crossroads of two major transportation corridors.

1. The Project Would Be Developed In A Comprehensive And Cohesive Manner, With High-Quality Design, Architectural and Landscape Elements.

Cordes Ranch would be developed in a comprehensive fashion pursuant to the planning and regulatory framework set forth in the Cordes Ranch Specific Plan. The project has been thoughtfully designed to include a mix of light industrial, office and commercial uses, which would be developed in an orderly and attractive manner in response to market demands. The land use plan and product mix have been designed to be flexible in order to accommodate the jobs and industries of today and in the future, and to provide opportunities for both small and large employers to thrive.

Specifically, three distinct but integrated districts would be created, which would promote a sense of place and also serve as effective transitions among the various uses. Warehouse, distribution and manufacturing uses would be developed within the interior portions of the project site, while the higher identity businesses (with an

emphasis on commercial, office, and office/flex uses) would be developed on portions of the site abutting Mountain House Parkway and I-205, as described more fully in the Specific Plan.

The project would incorporate high-quality architectural and landscape elements. Among other things, these features would ensure cohesiveness in overall design, effectively address compatibility issues, highlight the City's agrarian heritage, and reduce the buildings' perceived scale through screening and articulation. In addition, the project would highlight the western entrance to the City, with the creation of a thematic gateway, and the introduction of the City's "hometown" character with enhanced landscape treatments and monuments along the I-205 freeway edge.

2. The Project Would Provide An Integrated Network Of Open Space And Park Areas For The Benefit Of Employees And Nearby Residents.

Cordes Ranch has been designed to incorporate integrated open space and park areas, connected by an extensive trail system. These facilities would enhance the health and wellness of employees and visitors; reduce vehicle miles traveled; create linkages throughout the site; protect and preserve important biological resources; and act as focal points where people can meet, socialize, picnic, exercise, and enjoy the outdoors. Specifically, the project would provide, among other things:

- An approximate 35-acre "Central Green Park."
- An approximate 18-acre "Eastside Park."
- Two approximate 30-foot linear park/open space corridors with Class I bicycle/pedestrian facilities that parallel New Schulte Road and Commerce Way to provide links among the parks and open space areas as well as the adjacent Gateway project.
- Additional Class I bicycle/pedestrian facilities would be constructed (near the existing utility easements), which would further facilitate movement throughout the site.
- The project's trail network could facilitate future connections to the California Aqueduct Bike Trail, which could enhance recreational opportunities for the community by contributing to an integrated system that ultimately links Bethany Reservoir to O'Neil Forbay (at the base of the San Luis Reservoir).
- The existing natural drainage swale/channel that extends from the Delta Mendota Canal south toward the Eastside Park would be enhanced with habitat areas, walking trails and passive use areas (in accordance with any resource agency requirements).

- Work cooperatively with the City and the resource agencies to preserve and enhance, to the extent feasible, any existing jurisdictional features on the site (in accordance with any resource agency requirements).

B. Cordes Ranch Would Enhance The City's Jobs/Housing Balance And Foster Job Growth And Economic Development.

Cordes Ranch is committed to contributing to a vibrant local economy and creating a healthy workplace for the City of Tracy and the San Joaquin Valley. The project would generate a significant number of jobs in the City for Tracy residents — both "head of household" and entry level positions. Also, Prologis would like to explore opportunities to provide additional financial support and human capital resources towards identified economic development programs, particularly those designed to create "head of household" jobs.

Specifically, the project would:

- Locate a state-of-the-art business park near existing housing and transportation corridors, which would help enhance the Tracy community's jobs/housing balance.

- Create tens of thousands of jobs in the City of Tracy during construction and throughout the life of the project, including both "head-of-household" and entry-level positions.

- Commit additional financial support and human capital resources for the benefit of the Tracy community to foster economic development. Although the details will be determined during the DA negotiation process, this could include, for example:

    - Working with the City's economic development program to retain and recruit businesses that provide higher-wage jobs and support existing and emerging industries.

    - Coordinating with economic development staff and Cordes Ranch businesses to ascertain workforce needs and coordinate job placement and training services with Work Net.

    - Developing a skills and education inventory of Tracy residents, which could be used to market Cordes Ranch to prospective businesses as a means of attracting companies to the area and further improving the City's jobs/housing match.

- Providing Cordes Ranch businesses with information about local vendors, service providers, and material suppliers in order to support local companies.

- Studying local child care needs and providing specific incentives for the location of child care services in close proximity to Cordes Ranch.

C. The Project Would Support The Achievement Of Goals In The City's Sustainability Action Plan.

Cordes Ranch would incorporate numerous sustainable features, consistent with and in furtherance of the City's recently enacted Sustainability Action Plan. For example, a number of project elements would help reduce vehicle miles traveled and the concomitant greenhouse gas emissions, including:

- Taking advantage of the project's location at the crossroads of two key transportation corridors. By creating jobs at this important location, traffic and related emissions would be markedly reduced by decreasing the need to commute over the Altamont Pass or to the South Bay.

- Providing an integrated pedestrian and bicycle network, as described more fully above, which would provide linkages internally as well as facilitate future potential connections to the Gateway project and the California Aqueduct Bike Trail.

- Promoting alternative means of transportation by working collaboratively with local transit agencies to fund and coordinate the extension of transit, the need for shuttle services, and the location of transit stops and associated facilities.

- Working with Cordes Ranch businesses to develop and implement an effective Transportation Demand Management (TDM) program.

In addition, the project would include a number of other sustainable features aimed at conserving resources, decreasing energy and water consumption, and reducing pollutants to air and water. Although the full breadth of these measures will be refined during the DA negotiation process, these measures would include, among others:

- Encouraging reliance on solar power through the siting and construction of solar-ready buildings to facilitate its use.

- Providing for a recycled water system, including installation of purple pipe, to facilitate the use of recycled water for on-site industrial uses and landscaping.

- Incorporating then-current energy efficient heating, cooling and lighting systems to meet or exceed, to the extent feasible, standards under Title 24 and the California Green Building Code.

D. Cordes Ranch Would Contribute Significant Amounts Of Funding To The Community Through Payment Of Taxes And Fees And Facilitate Infrastructure Improvements That Would Benefit The Broader Community.

As you know, private development in local jurisdictions can be critical to the community's financial well-being, particularly during these challenging economic times.

Cordes Ranch is expected to generate substantial revenue — which the City could use to improve vital infrastructure, services and amenities for the benefit of the Tracy community — as a result of sales, property and other applicable taxes and assessments, given the scope of the project and the proposed commercial and highway retail uses. In addition, Cordes Ranch would be required to either construct or fund its fair share of on-site and off-site infrastructure through payment of applicable impact and connection fees.

It is anticipated that the project's comprehensive infrastructure system also would benefit the broader community by providing enhanced infrastructure-sharing opportunities. For example:

- The project has been planned to serve as the largest recycled water disposal area within the City limits.

- The project's proposed drainage solution would solve a long-standing drainage problem by eliminating flooding from unincorporated communities to the north of the site.

E. Cordes Ranch Would Provide Financial Support And Human Capital Resources To Help The City Achieve Other Important Objectives.

In addition to the above-described benefits that are intrinsic to the project, the Cordes Ranch developers anticipate working with the City to identify ways in which the project could provide additional meaningful public benefits to support the Tracy community. Specifically, Prologis would like to explore opportunities for the project to provide financial support and human capital resources, which could be used by the City to help achieve other important long-term community objectives.

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Prologis is committed to developing a cohesive, thoughtfully-designed, and sustainable project that takes advantage of its ideal location at the crossroads of two major transportation corridors. As part of a collaborative effort, Prologis looks forward to working with the City to identify ways in which this project can also provide additional meaningful public benefits to support the Tracy community.

To that end, our client respectfully requests that the City Council permit City staff to commence formal DA discussions with the Cordes Ranch developers.

Very truly yours,

MILLER STARR REGALIA

Nadia L. Costa

NLC:jj

cc: Bill Dean, Assistant Community Development Director
Andrew Malik, Director, Development & Engineering Services
Dan Sodergren, City Attorney
Dan Doporto, Outside CEQA Counsel for City of Tracy
Dan Letter, Prologis
David Babcock, David Babcock & Associates
Chuck McCallum, Kier & Wright

June 4, 2013

AGENDA ITEM 8.A

REQUEST

RECEIVE AND ACCEPT THE CITY MANAGER INFORMATIONAL UPDATE

EXECUTIVE SUMMARY

This agenda item will update the Council on newsworthy events.

DISCUSSION

The City Manager will provide Council with an informational report on various items, including upcoming special events, status on key projects, or other items of interest in an effort to keep Council, staff, and residents abreast of newsworthy events.

STRATEGIC PLAN

This agenda item does not relate to the Council's strategic plans.

FISCAL IMPACT

There is no fiscal impact with this informational item.

RECOMMENDATION

That Council receive and accept the City Manager's informational update.

Prepared by: R. Leon Churchill, Jr., City Manager
Reviewed by: R. Leon Churchill, Jr., City Manager
Approved by: R. Leon Churchill, Jr., City Manager

June 4, 2013

AGENDA ITEM 9.A

REQUEST

APPOINT AN APPLICANT TO THE TRANSPORTATION ADVISORY COMMISSION

EXECUTIVE SUMMARY

There is currently one vacancy due to the resignation of a Commissioner on the Transportation Advisory Commission. A recruitment was conducted and an appointment needs to be made.

DISCUSSION

In February 2013, the City Clerk's office opened a recruitment to fill three term expirations and one vacated term on the Transportation Advisory Commission. As stated in Resolution 2004-152, in the event there are not two or more applicants than vacancies, the filing deadline will be extended. The recruitment was extended for 3 two week periods beginning on March 5, March 20, and April 17. On April 16, 2013, Council appointed three applicants to fill the 3 four year term vacancies. The City Clerk's office extended the recruitment on April 17, and May 9, 2013, to fill the remainder of a vacated term. The City Clerk's office received six applications during the extended recruitment periods.

On June 3, 2013, a Council subcommittee consisting of Council Member Rickman and Council Member Manne interviewed six applicants. In accordance with Resolution 2004-152, the Council subcommittee will recommend an applicant for appointment to serve the remainder of a vacated term, which will begin on June 5, 2013, and end on April 30, 2015.

FISCAL IMPACT

None.

RECOMMENDATION

That Council approve the subcommittee's recommendation and appoint an applicant to the Transportation Advisory Commission to fill the remainder of a vacated term which will begin on June 5, 2013, and end on April 30, 2015.

Prepared by: Adrianne Richardson, Deputy City Clerk
Reviewed by: Sandra Edwards, City Clerk
Approved by: R. Leon Churchill, Jr., City Manager

June 4, 2013

AGENDA ITEM 9.B

REQUEST

CONSIDER NAMING THE TRACY POLICE DEPARTMENT FIRE ARMS TRAINING FACILITY AFTER FORMER CAPTAIN JOHN SERPA

EXECUTIVE SUMMARY

Discuss a proposal by Mayor Pro Tem Maciel whether the Tracy Police Department Fire Arms Training Facility should be named after John Serpa, a retired Tracy Police Captain.

DISCUSSION

At the City Council meeting held on April 16, 2013, the Council agreed to discuss the possibility of naming the Tracy Police Department Fire Arms Training Facility after former Police Captain John Serpa.

John Serpa served with the Tracy Police Department and retired as Captain after 20 years of service. During his service with the Tracy Police Department, John Serpa single-handedly arranged to have the area now known as the Police Fire Arms Training Facility excavated. Crew members working on the construction of Interstate 5, south of Tracy, brought equipment, free of charge, excavated the area and built the berm that surrounds the site. Once the site was excavated, John Serpa and fellow Police Officers worked on their days off with shovels and picks improving the site and setting up target holders. John Serpa was known for making something out of nothing.

John Serpa was an accomplished marksman and was key in forming the Tracy Pistol Team. In 1962, John Serpa and fellow officers A. VanderMeer, A. Hall, C. Brooksher, and J. Cadle, competed and won the State Pistol Championship. John Serpa was instrumental in creating and training the shooting team in Tracy. In 1965, Tracy began hosting the State Championship one weekend per year until approximately 1975.

John Serpa was a World War II Veteran and served as President of the Tracy War Memorial Association, which he helped found in 1987. John Serpa was often the key note speaker at Veterans Day and Memorial Day events held in Tracy.

John Serpa was a member of the Tracy Rotary, Area, Regional, and Honorary National Past Commandant of the Marine Corps League, served on the San Joaquin County Civil Grand Jury, the County Board of Zoning Adjustments, and ten years as President of the Interstate Highway Association.

City Council has a policy in place for naming public buildings, parks and facilities. However, since the facility is not used for public purposes, the Council has discretion on the process it wishes to follow in naming the facility.

The area to be considered is the Tracy Police Department Fire Arms Training Facility located on 13 plus acres (APN 253-100-03) at 6649 S. Tracy Boulevard.

STRATEGIC PLAN

This agenda item does not relate to the Council's strategic plans.

RECOMMENDATION

It is recommended that City Council discuss and consider the many contributions John Serpa has made to the City and community, and provide direction to staff regarding naming options of the Tracy Police Department Fire Arms Training Facility after former Captain John Serpa.

Prepared by: Sandra Edwards, City Clerk

Reviewed by: Maria Hurtado, Assistant City Manager

Approved by: R. Leon Churchill, Jr., City Manager